Fargo City Commission Agenda

Monday, June 22, 2026 **5:00 PM** **Commission Chambers**

Executive Session at 4:15 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:15 p.m. and retire into Executive Session in the Red River Room for the purpose of (1) receiving its attorney's advice regarding and in anticipation of reasonable predictable civil litigation with James and Vicki Ingstad regarding their property located at 1102 32nd Avenue South and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity, which if held in public, would have an adverse fiscal effect on the City and (2) for purposes of discussing negotiation strategy with its attorney or other negotiator regarding a pending annexation proceeding with Fercho Properties, LLP and to receive its attorney advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity, which, to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the city. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 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 (Regular Meeting, June 8, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Letter of Support for Synclaire Events Center to the ND Opportunity Fund Consortium.

2. Certificate of Completion with Great Plains Block 3 Holdings, LLC and Tax Increment Revenue Note of 2026 (Tax Increment District 2021-01 Project).

3. Authorize the Mayor to sign documents that allow property tax exemptions approved by the City Commission to be the community match for the Bank of ND Flex PACE Program.

4. Authorize City Administration to sign letters of support for the ND Opportunity Fund Program.

5. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 1-0305A of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.

6. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code Relating to the International Residential Code; 1st reading, 6/8/26.

7. Agreement Concerning Annexation and Standstill Period with Fercho Properties, LLP and APLD FAR-01 LLC.

8. Renewal of the Alcoholic Beverage Licenses and Live Entertainment Licenses until 6/30/27, contingent upon all essential requirements for renewal are met by 6/30/26.

9. Gaming Site Authorizations.

10. Applications for Games of Chance.

11. Developer Agreement with Rising Investments, LLC for Horizon Addition.

12. Amendment No. 3 in the amount of $50,000.00 ($25,000.00 City of Fargo's share) for Project No. QN-23-B0.

13. Agreement Regarding Deferral of Special Assessments for Enclave Covey, LLC.

14. Contract and bond for Project No. NR-26-C3.

15. Contract and bond for Project No. NR-26-C4.

16. Contract and bond for Project No. UR-26-A1.

17. Amendment No. 6 in the amount of $27,892.00 for Improvement District No. BN-25-A0.

18. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Alexander J. Herz and Cassie D. Herz (Improvement District No. BR-26-G1).

19. Create Improvement District No. BR-26-D and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).

20. Receive and file the Amendment to the Limited Franchise Agreement with Cass County Electric Cooperative, Inc., adding the area annexed by the City of Fargo on 4/14/26.

21. Items from FAHR Meeting:
    a. Receive and file General Fund - Budget to Actual through 5/31/26.
    b. Acceptance of an anonymous donation of $1,500.00 and related budget adjustment.
    c. Request to overfill the 8/3/26 Fire Academy by one firefighter position.
    d. Downtown Parking Policy/Procedure and rate structure updates as presented.
    e. Amendment No. 2 to Consulting Agreement with czb, LLC (RFP22159).

22. Reallocation of approximately $1.5 million in unspent Series 2024G bond proceeds to facility-related projects, as presented.

23. Notice of Grant Award from the ND Department of Emergency Services for FY 2025 State Homeland Security Grant Program and related budget adjustments.

24. Notice of Grant Award from the ND Department of Environmental Quality for Water Pollution - EPA Block (CFDA #66.605).

25. Rural Health Transformation Program Grant Agreement from the ND Department of Health and Human Services and the Rural Health Transformation Project (CFDA #93.798).

26. Resolution approving Plat of Horizon Addition.

27. Resolution approving Plat of Timber Parkway Twelfth Addition.

28. Resolution approving Plat of Grafstrom Second Addition.

29. Resolution approving Plat of Lenthe's Second Addition.

30. Change Order No. 2 in the amount of $143,000.00 for Project No. WA2502.

31. Contract and bond for Project No. WA2506.

32. Contract and bond for Project No. WA2512.

33. Bill of Sale with Cass Rural Water Users District to transfer the ownership of the Effluent Reuse Facility to the City of Fargo.

34. Bills.

REGULAR AGENDA:

***Public Input Opportunity* - PUBLIC HEARINGS - 5:05 pm:**

35. PUBLIC HEARING - CONTINUED to 7/20/26 - Application for a Class "GH" Alcoholic Beverage License for Divine Taste of Africa Cuisine Catering Services LLC d/b/a Divine Taste of Africa to be located at 855 45th Street South, Suite A1.

36. PUBLIC HEARING - CONTINUED to 7/20/26 - Application for a Class "FA" Alcoholic Beverage License for La Terraza LLC d/b/a La Terraza Mexican Bar & Grill to be located at 5570 32nd Avenue South.

37. PUBLIC HEARING - Application for a Class "W" Alcoholic Beverage License for Polished Nail Spa, Inc. d/b/a Polished Nail Spa to be located at 4265 45th Street South #129; continued from the 5/26/26 Regular Meeting.

38. PUBLIC HEARING - Application for a Class "Y" Alcoholic Beverage License for BCKM Enterprises d/b/a North Brewing to be located at 3105 North Broadway #7; continued from the 5/26/26 Regular Meeting.

39. PUBLIC HEARING - Application for the transfer of a Class "ABH" Alcoholic Beverage License from SMC Fargo JV, LLC d/b/a Fargo Courtyard to Brandt Hospitality Group, Inc. d/b/a Fargo Courtyard located at 2249 55th Street South.

40. PUBLIC HEARING - Hearing on a dangerous building located at 111-113 32nd Avenue North.

41. PUBLIC HEARING - Lost Creek First Addition (6685 57th Street South and 5120 64th Avenue South); approval recommended by the Planning Commission on 5/5/26; continued from the 5/26/26 Regular Meeting:
    a. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay and P/I, Public and Institutional.
    b. 1st reading of rezoning Ordinance.
    c. Plat of Lost Creek First Addition.

41b. 1st reading of an Ordinance Rezoning Certain Parcels of Land Lying in Lost Creek First Addition to the City of Fargo, Cass County, North Dakota.

42. Selection of the First-Ranked Proposal for the Convention Center.

43. Request for Spirit of Fargo Funds for use at the Resource and Recovery Center.

44. Recommendation to conclude the Human Rights Commission.

45. Recommendation for appointments to the following Boards and Commissions:
    a. Special Assessment Commission.
    b. Library Board.
    c. Liquor Control Board.
    d. Planning Commission.

46. Applications for Property Tax Exemptions for Improvements Made to Buildings:
    a. The Polansky Family Joint Revocable Trust (5 years).
    b. 7 Oak Homes LLC (5 years).
    c. Austin and Morgan Steichen (5 years).

47. Liaison Commissioner Assignment Updates.

48. Public Comments: (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents 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.

THE CITY OF Fargo FAR MORE

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: **Fargo City Commission**

FROM: **Jim Gilmour, Director of Strategic Planning and Research**

DATE: **June 17, 2026**

SUBJECT: **Letter of Support for Synclaire Events**

The City of Fargo is a member of the North Dakota Opportunity Fund (NDOF) Consortium along with 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010.

The fund provides loans and investments to small businesses. In order for a business to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and NDOF involvement in the financing. There is no City financial support included or required with the letter of support.

Synclaire Events operates a wedding and events center in Downtown Fargo. The business is applying for a Flex PACE loan to finance the purchase of the building. The location will be at 613 1st Avenue North in the Historic Stone Building. The business has requested a letter of support from the City of Fargo to apply for NDOF financing as part of the building purchase.

Recommended Motion

Provide a letter in support of the Synclaire Events Center business to the North Dakota Opportunity Fund providing a match of the Bank of ND interest buy down program to purchase a building at 613 1st Avenue North.

THE CITY OF Fargo FAR MORE

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: **Fargo City Commission**

FROM: **Jim Gilmour, Director of Strategic Planning and Research**

DATE: **June 15, 2026**

SUBJECT: **Completion Documents for the River House redevelopment**

The redevelopment of the River House site is complete and the developer has complied with the terms of the developer agreement. The project is located at 419 3rd Street North.

The new building has 115 apartments and a value of $22.7 million. The City inspected the project and documented all of the costs eligible for Tax Increment Financing.

Attached for your approval is the Certificate of Completion, the Tax Increment Note and the Private Placement Memorandum.

Recommended Motion
Approve and authorize the Mayor to sign the Certificate of Completion, the Tax Increment Note for the River House project at 419 3rd Street North.

CERTIFICATE OF COMPLETION

WHEREAS, the City of Fargo, North Dakota, a municipal corporation, (the "City") and GREAT PLAINS BLOCK 3 HOLDINGS, LLC, a North Dakota limited liability company (the "Developer") have entered into a Developer Agreement dated as of the 1st day of June, 2022; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification:

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Developer have been completed, and the above covenants and conditions in said Developer Agreement have been performed by the Developer therein, and that the Tax Increment Note, referred to in said Developer Agreement, may be issued to Developer by the City.

DATED: June 25, 2026

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Dr. Tim Mahoney, Mayor

Attest:

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

No. R-1 $1,733,731.38

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
CASS COUNTY
CITY OF FARGO

$1,733,731.38 TAX INCREMENT
REVENUE NOTE OF 2026
(TAX INCREMENT DISTRICT 2021-01 PROJECT)

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "City"), certifies that it is indebted and for value received promises to pay to GREAT PLAINS BLOCK 3 HOLDINGS, LLC, a North Dakota limited liability company (the "Developer"), or the registered assign, the principal sum of ONE MILLION SEVEN HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED THIRTY ONE and 38/100ths Dollars ($1,733,731.38), an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of **Four and 75/100ths Percent (4.75%)** per annum, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of June 1, 2022 (as the same may be amended from time to time, the "Developer Agreement"), by and between the City and GREAT PLAINS BLOCK 3 HOLDINGS, LLC, a North Dakota limited liability company, as the initial Developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by GREAT PLAINS BLOCK 3 HOLDINGS, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Payment Dates. Subject to the terms hereof, the principal of and interest on the Tax Increment Note shall in the aggregate be payable commencing on the later of (a) May 15th immediately following the date of issuance of the Tax Increment Note and (b) May 15th of the second calendar year following the final year in which a Renaissance Zone tax exemption, under Chapter 40-63 of the North Dakota Century Code, if any, is applicable to the Development Property and on May 15th of each year thereafter until the Maturity Date, said May 15th dates being referred to herein as a "Payment Date" or collectively as "Payment Dates".

Payment Amounts. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that was the Registered Owner of the Note at the close of the last business day of the City preceding such Payment Date an amount as follows: (a) the first payment on the Tax Increment Note, to become due and payable on the first Payment Date, shall be limited to all the Available Tax Increments received to said date by the City on the Project for the first Tax Year and (b) for all payments after said first payment on the Tax Increment Note, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City (and not previously paid to the Registered Owner and applied by City as an Annual Administrative Fee) for the first and any subsequent Tax Year. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever. In no event shall City be obligated to remit payment of principal in excess of the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus accrued interest.

Redemption. In addition to the amounts of principal required to be paid by the City as hereinabove set forth, the City shall have the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof as it may determine upon, in multiples of $1,000, at par plus accrued interest. Notice of any such optional prepayment shall be given prior to the prepayment date by mailing to the registered owner of this Note a notice fixing such prepayment date and the amount of principal to be prepaid.

No Payment Upon Default. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City'), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

Issuance; Purpose; Special Limited Obligation. This Note is in the aggregate principal amount of $1,733,731.38 [$1,447,266 plus $286,465.38 in Capitalized Interest] (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and

laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2021-01, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2026 Fund of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2021-01 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the principal of or interest on this Note, and no property or other asset of the City or of the City, save and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

Limitation on Transfer. This Note may only be transferred to a person who is (1) a successor of GREAT PLAINS BLOCK 3 HOLDINGS, LLC, by reorganization, merger or acquisition, (2) a member of GREAT PLAINS BLOCK 3 HOLDINGS, LLC, (3) a related person to such member or successor, (4) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (5) an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the federal Securities Act of 1933. The City shall not register any transfer of this Note unless (i) a registered owner's prospective transferee delivers a representation letter in form satisfactory to the City verifying that the transferee is a "qualified institutional buyer"; or (ii) such transferee is an "accredited investor" which has delivered a representation letter in form satisfactory to the City; or (iii) the prospective transferee demonstrates to the satisfaction of the City that it is the successor, partner or related person to GREAT PLAINS BLOCK 3 HOLDINGS, LLC, noted above.

Any registered owner desiring to effect a transfer shall, and does hereby, agree to indemnify the City against any liability, cost or expense (including attorneys' fees) that may result if the transfer is not so made.

Registration: Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

Developer Agreement. **The terms and conditions of the Developer Agreement are incorporated herein by reference and made a part hereof.** The Developer Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than GREAT PLAINS BLOCK 3 HOLDINGS, LLC. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Taxable Obligation. This Note is intended to bear interest that is included in the gross income of the owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of June 25, 2026.

CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

By:_____
Dr. Tim Mahoney, its Mayor

ATTEST:

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

(SEAL)

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF AUTHORITY'S TREASURER
	GREAT PLAINS BLOCK 3 HOLDINGS, LLC	
_____, 20___	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PRIVATE PLACEMENT MEMORANDUM

Relating to

CITY OF FARGO, NORTH DAKOTA

$1,733,731.38 Tax Increment Revenue Note of 2026
(Great Plains Block 3 Holdings Redevelopment Project—Tax Increment District No. 2021-01)

Effective Date: June 25, 2026

This Private Placement Memorandum sets forth in brief form certain information relevant to the holders of the $1,733,731.38 Tax Increment Revenue Note of 2026 (Great Plains Block 3 Holdings – Riverhouse Redevelopment Project) (the "Note") issued by the City of Fargo, North Dakota (the "City" or "Issuer").

GENERAL INFORMATION

Authorization. The Note is issued pursuant to a Developer Agreement dated as of June 1, 2022 (the "Development Agreement"), by and between the City and Great Plains Block 3 Holdings, LLC (the "Developer" herein). The Note is the "Tax Increment Revenue Note" as defined in the Developer Agreement.

Consideration for the Note. The consideration for the Note is the Developer's payment of certain expenditures that are eligible public redevelopment costs of the City's Tax Increment District No. 2021-01 (the "Tax Increment District"). The Note is not issued for cash, but rather is issued in reimbursement of those expenditures paid by the Developer.

PAYMENT SOURCE; TAX INCREMENTS

Payment Sources for the Note; Sufficiency. The Note is payable solely and only from Tax Increments of the Tax Increment District if and as received. The Note states,

> " Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever."

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

> " Available Tax Increments" means the Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement

and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby.

Subordinate Use of Tax Increments. Section 3.6 of the Development Agreement provides an order of priority for use of tax increments that causes the Note to be subordinate to actual administrative expenses. Section 3.6 reads as follows:

"Section 3.6. **Use of Tax Increments.**

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

(1) to make payments on the Tax Increment Note; and

(2) after payment of the Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on the Note during such time as there is an Event of Default under the Development Assistance Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City'), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay the Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal. There can be no assurance that taxes collected on such Assessor's Minimum Market Value will be sufficient to pay the Note.

Projected Tax Increments for Note. Tax increments are expected to be sufficient to pay the Note and the interest thereon in full; however, tax increments at such a level may not be achieved.

Tax Increment Risks. Tax increments are taxes received on property in a tax increment district from the increased taxable value of the property over its base value at the time that the tax increment district was created, which base value is called "original net tax capacity". There are risk factors for persons relying on tax increments to be received over time, including the following:

(a) Incomplete Completion of the Improvements. The Tax Increment Notes are issued to encourage the development of specific Improvements in the Tax Increment District, identified in the Developer Agreement. If the contemplated Improvements were completed at a lesser level of value than originally contemplated, they would generate fewer taxes and therefore fewer tax increments than originally contemplated.

(b) Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value would be reduced, and taxes and tax increments would be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

(c) Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

(d) Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

(e) Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The North Dakota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

(f) Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities.

(g) Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property.

(h) Legislation. The North Dakota Legislature has the authority to modify laws affecting real property taxes, particularly as they relate to mill levies and the overall level of taxes.

(i) Combinations of Factors. Factors that reduce taxes and tax increments can occur in combinations that reduce tax increments further than any one factor alone.

Factors noted above present risks for the receipt of tax increments; changes in the other direction could increase taxes and tax increments.

Pay-as-You-Go Format. The Tax Increment Notes are instruments which municipalities refer to as "pay as you go" notes. Issued in reimbursement of eligible costs paid by others, such notes involve no initial cash to or from the municipality. They are issued to developers of

property improvements, the same parties who are expected to own the real property and pay the taxes. As long as the same party both owns the property and holds the note, the tax increment risks noted above to some extent cancel out economically, making the changes somewhat a "wash". For instance, if the property owner does not pay its taxes, the same party as holder of the note does not receive tax increments (because, due to non-payment of taxes, there are none). If tax capacity rates fall, leading taxes and tax increments to fall, the note holder receives fewer tax increments in payment of the note but the same person as owner of the property has "saved" a similar amount in not paying taxes. If the ownership of the real property and the note cease to be in the same party, this offsetting of tax increment risks by attendant property tax benefits is broken. Upon the initial issuance of the Note, the holder is the Developer.

TAX TREATMENT OF NOTE

No Information About Tax Treatment of Note. The Issuer does not know, and makes no representation about, the tax treatment of, or tax consequences for the Developer of, (1) the Issuer's issuance of the Note in reimbursement of public costs of redevelopment paid by the Developer, or (2) the later retention or disposition of the Note or the retention of disposition of the property whose costs were reimbursed by the issuance of the Note.

NO LEGAL OPINION

The Developer is not being provided with any opinion of bond counsel with respect to the issuance of the Note. The City's bond counsel does not ordinarily issue an opinion with respect to taxable pay-as-you-go notes.

INTEREST TAXABLE

The Note bears interest that is intended to be included in gross income of the holder.

NOT QUALIFIED TAX EXEMPT OBLIGATIONS

The City has not designated the Note as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax exempt obligations. "Qualified tax exempt obligations" are treated as acquired by the financial institution before August 8, 1986. Interest allocable to such obligations remains subject to the 20% disallowance contained in prior law. The Note is taxable and does not qualify for such designation.

NOT COMPREHENSIVE

Not Comprehensive. This Private Placement Memorandum is not intended to be a complete or comprehensive description of the Note or a complete presentation of all matters relevant to owning or holding the Note. It is intended for use with the Developer or a sophisticated investor, each of whom are encouraged to engage in such diligence reviews of matters of fact and law and inquiries as to matters of fact and law as will provide sufficient information for a business decision about ownership of the Note. The Developer to whom the

Note is originally issued will provide the City with a certificate as to making its own determinations and not relying on the City or information provided by the City.

[Remainder of page blank – receipt and acknowledgement to follow]

RECEIPT AND ACKNOWLEDGEMENT

PRIVATE PLACMENT MEMORANDUM

The undersigned does hereby acknowledge receipt of the Private Placement Memorandum with an effective date of June 25, 2026, pertaining to the delivery by the City to Developer of a Tax Increment Note with the same said effective date and that this Memorandum was delivered to the undersigned the 25th day of June, 2026.

DATED: June 25, 2026

GREAT PLAINS BLOCK 3 HOLDINGS, LCC

By _____
_____, its _____

THE CITY OF Fargo
FAR MORE

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: **Board of City Commissioners**

FROM: **Jim Gilmour, Director of Strategic Planning and Research**

DATE: **June 18, 2026**

SUBJECT: **Bank of ND Interest Buydown Program**

The City Fargo approves various property tax exemptions for businesses. These include the Renaissance Zone program, remodeling exemptions, new industry exemptions, Payments in Lieu of Taxes (PILOT) and Tax Increment Financing.

Many of the businesses that receive these exemptions apply for a Flex PACE loan from the Bank of ND. The Flex PACE loan program buys the interest rate down by up to 5%. FLEX PACE loans require a community match. The various property tax exemptions provided by the City qualify as that match.

In order to quality the property tax exemption as match for the Flex PACE loan program, the Mayor must sign that the City approves the use of the exemption as community match for the Bank of ND program. I have been putting these requests individually on the consent agenda.

I would like to to streamline and speed approval of allowing property tax exemptions as community match. I'm recommending the Mayor be authorized to sign documents that allow property tax exemptions approved by the City Commission to be match for the Bank of ND Flex PACE Program.

Recommended Motion

Authorize the Mayor to sign documents that allow property tax exemptions approved by the City Commission to be match for the Bank of ND Flex PACE Program.

THE CITY OF Fargo FAR MORE

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: **Fargo City Commission**

FROM: **Jim Gilmour, Director of Strategic Planning and Research**

DATE: **June 18, 2026**

SUBJECT: **Letters of Support for NDOF Requests**

The City of Fargo is a member of the North Dakota Opportunity Fund (NDOF) Consortium along with 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010.

The fund provides loans and investments to small businesses. In order for a business to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and NDOF involvement in the financing. There is no City financial support included or required with the letter of support. I have been putting these requests individually on the consent agenda.

I would like to streamline and speed approval of the letters of support. There isn't a reason to not support a business from using the NDOF program. I'm recommending that City Administration be authorized to sign letters of support for the NDOF program.

Recommended Motion

Authorize City Administration to sign letters of support for the NDOF program.

THE CITY OF Fargo FAR MORE

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

June 18, 2026

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

RE: Amending Section 1-0305 Relating to the Classification of Ordinance Violations – Dangerous Building Violations

Dear Commissioners,

Enclosed for your review and consideration is an ordinance amending Section 1-0305(A)(1) relating to the classification of ordinance violations.

Article 21-04 of the Fargo Municipal Code, which governs dangerous buildings, currently classifies violations as misdemeanors under Section 21-0406. However, Article 21-04 is not currently included among the misdemeanor classifications listed in Section 1-0305(A)(1).

The amendment is merely a "clean up" measure intended to eliminate an inconsistency within the code and ensure that the general classification provisions accurately reflect the existing penalty provisions applicable to dangerous building violations. The amendment is clarifying in nature and does not create a new offense or increase any existing penalties.

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

Suggested Motion: I move to waive receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of an Ordinance Amending Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code relating to the classification of ordinance violations.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Director
Chief Travis Stefonowicz, Fargo Police Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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 1-0305A, of Article 1-03, of Chapter 1, of the Fargo Municipal Code, is amended as follows:

1-0305A. - Classification of ordinance violations.

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)

ORDINANCE NO. _____

(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 10-0317 (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) (≥½ oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), 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), article 21-04 (dangerous buildings), 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).

***

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

This ordinance shall be in full force and effect from and after its passage and approval.

_____
Joshua Boschee., Mayor

Attest:

_____
Angie Bear, Deputy Auditor
on behalf of City Auditor

First Reading:
Second Reading
Final Passage:

THE CITY OF Fargo FAR MORE

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: An Ordinance Deleting and Replacing Table R301.2 of the 2024 International Residential Code (IRC) Relating to Snow Load

Dear Mayor and Commissioners,

Enclosed for your consideration and approval is an ordinance amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code, which contains the City's amendments to the 2024 International Residential Code ("IRC"). Specifically, the proposed ordinance deletes and replaces Table R301.2 to correct the prescribed ground snow load requirement.

The Board of Appeals considered this matter at its May 7, 2026, meeting and recommended the change. Subsequently, at its May 11, 2026, meeting, the Board of City Commissioners directed the City Attorney's Office to prepare an ordinance effectuating that recommendation. Accordingly, the proposed ordinance is submitted for your approval.

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

Suggested Motion: I move to receive and file an ordinance amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code relating to the International Residential Code and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21.1-0102 OF ARTICLE 21.1-01 OF CHAPTER 21.1 OF THE FARGO MUNICIPAL CODE RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

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.

Table R301.2 in Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby deleted in its entirety and replaced to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD[o]	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	Speed[d] (mph)	Topographic effects[k]	Special wind region[l]	Windborne debris zone[m]		Weathering[a]	Frost line depth[b]	Termite[c]				
44	111	No	No	No	Zone A	Severe	4.5'	None	Yes	1978	4000	41.5

MANUAL J DESIGN CRITERIA[n]						
Elevation	Altitude correction factor[e]	Coincident wet bulb	Indoor winter design relative humidity	Indoor winter design dry-bulb temperature	Outdoor winter design dry-bulb temperature	Heating temperature difference
899	None	70	30%	70	-15	85
Latitude	Daily range	Summer design gains	Indoor summer design relative humidity	Indoor summer design dry-bulb temperature	Outdoor summer design dry-bulb temperature	Cooling temperature difference
47	M	20	50%	75	88	13

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed $1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 3. Effective Date.

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

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

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

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

THE CITY OF Fargo FAR MORE

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

June 18, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Agreement concerning Annexation and Standstill Period.

Dear Commissioners:

In August 2025, the City of Fargo initiated annexation proceedings for approximately 257 acres of property owned by Fercho Properties, LLP and located within Fargo's extraterritorial jurisdiction. Fercho and APLD FAR-01 LLC (Applied Digital) objected to the proposed annexation, resulting in the matter being submitted to mediation pursuant to North Dakota law.

Following mediation and subsequent negotiations, the parties have reached a proposed Agreement Concerning Annexation and Standstill Period. The agreement requires Fargo to withdraw its pending annexation proceedings and establishes a standstill period through May 1, 2028, during which Fargo will not pursue annexation of the property and Fercho/APLD will not petition to be annexed by any jurisdiction (with the exception that they may petition to be annexed by Fargo) and will not support annexation of the property into another municipality. The agreement also provides for good-faith discussions regarding the future development and long-term jurisdictional status of the property while preserving the parties' rights following expiration of the standstill period.

The proposed agreement resolves the current annexation dispute and shifts the parties from a contested annexation process to a collaborative approach focused on the future development of the property. The agreement provides a two-year period for Fargo, Fercho, and Applied Digital to work together in good faith regarding development and long-term jurisdictional issues while preserving each party's rights at the conclusion of the standstill period.

SUGGESTED MOTION:

I move to approve the enclosed Agreement Concerning Annexation and Standstill Period.

Sincerely,

Ian R. McLean
City Attorney

AGREEMENT CONCERNING ANNEXATION AND STANDSTILL PERIOD

THIS AGREEMENT CONCERNING ANNEXATION AND STANDSTILL PERIOD ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between the City of Fargo ("Fargo"), a municipal corporation organized and existing under the laws of the State of North Dakota; Fercho Properties, LLP ("Fercho"), a North Dakota limited liability partnership; and APLD FAR-01 LLC ("APLD"), a corporation incorporated under the laws of Delaware. Fargo, Fercho, and APLD, may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Fercho owns certain real property located in Cass County, North Dakota, within the extraterritorial jurisdiction of the City of Fargo and adjacent to the City of Harwood (the "Subject Property");

WHEREAS, the Subject Property is legally described as follows:

256.87 acres, more or less, consisting of the East Half of Section 3, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, less LESS the following tracts of land:

A tract of land in the Southeast Quarter (SE¼) and the Northeast Quarter (NE¼) of Section Three (3) in Township One Hundred Forty (140) North of Range Forty nine (49) West, as follows: Commencing at a point which is 1985 feet North of the Southeast corner of said Southeast Quarter, thence West 691.4 feet, the latter being the point of beginning, thence West 400 feet. North 1 596.8 feet. East 1 091.45 feet, South 651.8 feet, West 691.4 feet and South 945 feet to said point of beginning. (Legal Description taken from Document No.
1721673)
AND
A Fifteen acre tract in the Southeast Quarter and the Northeast Quarter of Section Three, Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, and is specifically described as follows: Commencing at a point which is One Thousand Nine Hundred Eighty-five feet North of the Southeast corner of said Southeast Quarter, said point being point of beginning of tract of land hereinafter described; thence West and parallel to the South line of said Southeast Quarter for Six Hundred Ninety-one and Four-tenths feet; thence North and parallel to the East line of said Southeast and Northeast Quarters for Nine Hundred Forty-five feet; thence East and parallel to the South line of said Southeast Quarter for Six Hundred Ninety one and Forty-five hundredths feet; thence South and along said East line for Nine Hundred Forty-five feet to the point of beginning. (Legal Description taken from Document No. 1700954)

AND
Commencing at a point which is 1985 feet North of the Southeast comer of the Southeast Quarter of Section 3, Township 140 of Range 49 West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, said point being the point of beginning of the tract of land hereafter described; thence South and along the East section line of said Southeast Quarter for 441 feet; thence West and parallel to the North line of said Southeast Quarter for 691.4 feet; thence North and parallel to the East line of said Southeast Quarter for 441 feet; thence East 691.4 feet to the point of beginning. (Legal Description taken from Document No. 1711029).

WHEREAS, APLD holds an option to purchase the Subject Property from Fercho;

WHEREAS, on or about August 4, 2025, Fargo adopted a resolution initiating annexation proceedings for the Subject Property;

WHEREAS, Fercho, as the owner of the Subject Property, filed a protest to Fargo's proposed annexation of the Subject Property, and APLD also filed a protest to such proposed annexation;

WHEREAS, North Dakota law provides that if the owners of one-fourth or more of the property proposed to be annexed file a protest, the city may either discontinue annexation proceedings or submit the matter to mediation pursuant to N.D.C.C. § 40-51.2-07.1;

WHEREAS on December 8, 2025, the City of Fargo elected to submit the matter to mediation pursuant to N.D.C.C. § 40-51.2-07.1

WHEREAS, the Parties have engaged in good-faith discussions, including mediation among the Parties, and desire to resolve the current dispute and avoid the time and expense associated with continued annexation proceedings, while recognizing that the future development and use of the Subject Property may ultimately inform any future jurisdictional considerations.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties Agree as follows:

AGREEMENT

1. Withdrawal of Pending Annexation Resolution. Fargo agrees that, following execution of this Agreement, it shall promptly take all actions necessary to withdraw and terminate its pending annexation proceedings for the Subject Property.

2. Standstill Period. The "Standstill Period" shall commence on the Effective Date of this Agreement and shall continue through May 1, 2028, unless earlier terminated by written agreement of all Parties.

3. Fargo Covenant. During the Standstill Period, Fargo agrees that it shall not initiate, adopt, or approve any resolution, or otherwise take any action, to annex the Subject Property;

provided, however, that nothing in this Agreement shall prohibit Fargo from accepting and acting upon a valid petition for annexation of the Subject Property submitted by the owner of the Subject Property. Notwithstanding any other provision of this Agreement, if during the Standstill Period, Harwood or any other municipality initiates, adopts, or otherwise undertakes any action to annex the Subject Property, or if any petition for annexation of the Subject Property is submitted to any municipality other than Fargo, Fargo shall be released from the restrictions contained in Section 3 and may immediately exercise any and all rights available under North Dakota law, including but not limited to filing protests, initiating annexation proceedings, adopting annexation resolutions, and taking any other action Fargo deems appropriate to protect its interests with respect to the Subject Property.

4. Fercho/APLD Covenant. During the Standstill Period, Fercho and APLD agree that they shall not submit or file any petition for annexation of the Subject Property into Harwood. Fercho and APLD further agree that they shall not support, assist with, or otherwise facilitate any petition for annexation of the Subject Property into Harwood. Fercho and APLD also agree not to support any resolution to annex the Subject Property of any municipality, including Fargo and Harwood, during the Standstill Period.

5. Good-Faith Discussions. During the Standstill Period, the Parties agree to engage in good-faith discussions regarding the potential development and use of the Subject Property and the long-term jurisdictional status of the Subject Property. Nothing in this Section shall obligate any Party to reach any agreement or to accept any particular terms, and nothing herein shall limit any Party's rights following expiration of the Standstill Period.

6. No Determination; Preservation of Future Rights. Except as expressly set forth herein, nothing in this Agreement shall be construed as a determination of jurisdiction over the Subject Property. Nothing in this Agreement shall be construed as limiting or restricting any Party's rights following expiration of the Standstill Period.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Fercho shall not transfer or convey any interest in the Subject Property unless the transferee agrees in writing to be bound by the terms of this Agreement. Any successor owner of the Subject Property shall be subject to and bound by the obligations set forth herein applicable to the owner of the Subject Property.

8. Term and Expiration. This Agreement shall remain in effect through the expiration of the Standstill Period, unless earlier terminated by written agreement of all Parties. Upon expiration or earlier termination of this Agreement, the obligations set forth herein shall terminate; provided, however, that such termination shall not affect any rights or remedies arising from any breach of this Agreement occurring prior to such expiration or termination.

9. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous

negotiations, discussions, understandings, and agreements, whether written or oral, relating to such subject matter. Each Party acknowledges and agrees that, in entering into this Agreement, it has not relied upon any statement, representation, warranty, promise, or agreement of any other Party or of any other person or entity, except for those expressly set forth in this Agreement. This Agreement may be amended only by a written instrument executed by all Parties.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means, including by email in portable document format (PDF) or by recognized electronic signature platforms (including, without limitation, DocuSign or similar services), shall be deemed to have the same legal effect as original signatures for all purposes.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed by their duly authorized representatives.

CITY OF FARGO,
a North Dakota political subdivision

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

ATTEST:

By _____
Susan Thompson, City Auditor

FERCHO PROPERTIES, LLP

By _____
William F. Fercho

Its: Partner

APLD FAR-01 LLC

_____

By: _____

Its: _____

THE CITY OF Fargo FAR MORE

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

MEMORANDUM

TO:
Board of City Commissioners

FROM:
Angie Bear, Deputy City Auditor/City Clerk

DATE:
June 22, 2026

SUBJECT:
2026–2027 Fourth Quarter Alcohol Beverage License Renewal

Attached is a list of alcoholic beverage establishments requesting renewal of their Liquor and Live Entertainment Licenses through June 30, 2027. These licenses are eligible for renewal pending the satisfactory completion of all required steps.

Renewal requirements include:
- Submission of a completed license renewal form
- Submission of a CPA statement or North Dakota sales tax summary verifying that applicable food-percentage requirements have been met
- Completion of background checks on current owners and managers by the Fargo Police Department

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

Recommended Motion:
Approve the fourth-quarter renewal of the attached liquor licenses through June 30, 2027, contingent upon all essential renewal requirements being met by June 30, 2026.

Acapulco Mexican Restaurant
Adibon A & E Fusion Cuisine
Bar 209
Beer and Fish Company
Benedict's Fargo
Bison Turf
Casa Mexicao
Chub's Pub & Package Place
District 64
Dogleg North
Duffy's
El Agave Mexican Restaurant
El Patron Mexican Cuisine
Fargo Force
Guadalajara Mexican Restaurant
Hera Nail Bar & Head Spa
Herd & Horns
India Palace
Izumi Sushi and Hibachi All You Can Eat
Izumi Sushi and Hibachi Buffet
Kobe's Japanese Cuisine
Kpot Korean BBQ & Hot Pot
Labby's Grill & Bar
Leela Thai Cuisine LLC
Lil' Jimmy's
Little Brother
Lyv at Uptown & Main
Martini Blu at the Grotto
Michele's Table
Nichole's Fine Pastry
Osaka Sushi and Hibachi
Paradiso
Passage to India
Pho D'Licious
Phoenix Buffet
Plaza Azteca Mexican Restaurant
Plaza Azteca Restaurantes Mexicanos
Puerto Vallarta
Q Nail & Spa
Rooter's Bar
Royal Buffet
Samurai Japanese Cuisine
Sanctuary Event Center
Son's of Norway
Super Buffet & Mongolian Grill
Synclaire Events Venue

Tacos Trompo
Tailgator's
Taj India
Tavern Grill
The Nail Company
The Toasted Frog
Tropical Spice Caribbean Cuisine
Wasabi Poke Bowl
Wild Terra Cider and Brewing Company
Xcalibur Entertainment

THE CITY OF Fargo FAR MORE | 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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: JUNE 22, 2026

SUBJECT: GAMING SITE AUTHORIZATIONS

Please find attached the Gaming Site Authorizations for Games of Chance.

RECOMMENDED MOTION: To approve the Gaming Site Authorizations as presented.

GAMING SITE AUTHORIZATION

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

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

Full, Legal Name of Gaming Organization
PRAIRIE PUBLIC BROADCASTING, INC

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

Name of Location			
MARGE'S SUPPER CLUB			
Street	City	ZIP Code	County
210 BROADWAY N STE 90	**FARGO**	**ND**	**CASS**
Beginning Date(s) Authorized	Ending Date(s) Authorized		Number of Twenty-One tables, if zero, enter "0"
07/01/2026	**06/30/207**		**1**

Specific location where games of chance will be conducted and played at the site **(required)**
ENTIRE FACILITY, EXCLUDING RESTROOMS

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	**Date**
	6/22/26

PRINT Name and official position of person signing on behalf of city/county above
Michelle Vanyo Deputy City Clerk/Records Admin

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17996 (6-2026)

Full, Legal Name of Gaming Organization
Team Makers Club, Inc.

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

Name of Location		County	
Holiday Inn/Spirits Lounge		Cass	
Address		**City**	**ZIP Code**
3803 Fiechtner Dr.		Fargo	58103
Beginning Date(s) Authorized	**Ending Date(s) Authorized**	**Number of Twenty One Tables (Enter 0 if none)**	
07/01/2026	06/30/2027	3	
Specific location where games of chance will be conducted and played at the site (**required**)			
Entire Lounge and banquet areas			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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

APPROVAL

Signature of City/County Official	Date
	6/22/26
PRINT Name and official position of person signing on behalf of city/county above Michelle Vanyo Deputy City Clerk/Records Admin	

INSTRUCTIONS

1. **City/County** - Generate and retain a copy of the approved Site Authorization for your records.
2. **City/County** - Return the signed Site Authorization to the Charitable Gaming Organization.
3. **Charitable Gaming Organization** - Upload the signed Site Authorization through the **Charitable Gaming Portal**. Site authorizations must be uploaded and approved by the Office of Attorney General before gaming may be conducted at the site.

Questions? Contact the Gaming Division at agogaming@nd.gov or (701) 328-4848.

GAMING SITE AUTHORIZATION

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

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

Full, Legal Name of Gaming Organization
West Fargo Hockey Association

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

Name of Location
Sickies Garage Burgers & Brews

Street	City	ZIP Code	County
2551 45th St S Ste 101	**Fargo**	**58104**	**Cass**

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07-01-2026	**06-30-2027**	**0**

Specific location where games of chance will be conducted and played at the site (**required**)
Southwest corner of the bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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

APPROVALS

Attorney General	Date

Signature of City/County Official	Date
	6/22/26

PRINT Name and official position of person signing on behalf of city/county above
Michelle Vanyo Deputy City Clerk/Records Admin

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

THE CITY OF Fargo FAR MORE
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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: JUNE 22, 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)

✓ 9a

Applying for *(check one)*

[X] Local Permit [ ] Restricted Event Permit*

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

[ ] Bingo [X] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker* [ ] Twenty-One* [ ] Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group		Dates of Activity *(Does not include dates for the sales of tickets)*	
CCRI, Inc.		08/07/2026	
Organization or Group Contact Person	**E-mail**	**Telephone Number**	
Miranda Roberts	miranda.roberts@creativecare.org	(218)443-6303	
Business Address	**City**	**State**	**ZIP Code**
2903 15th St S	Moorhead	MN	56560
Mailing Address (if different)	**City**	**State**	**ZIP Code**

SITE INFO

Site Name			County
Brewhalla			Cass
Site Physical Address	**City**	**State**	**ZIP Code**
1702 1st Ave N	Fargo	ND	58102

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.)*

1 time raffle on Friday, 08/07/2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50% cash prize from raffle sales	
	Total *(limit $40,000 per year)*	$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

[ ] Yes [X] No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

[ ] Yes [X] No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

[ ] No [X] Yes - Total Retail Value: $12,426.50 (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.)*

[ ] Yes [X] No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address	
Alita Hanson	(218)331-2024	alita.hanson@creativecare.org	
Signature of Organization Group's Permit Organizer	**Title**		**Date**
	Community Engagement and Advancement Director		06/15/2026

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

69

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		Dates of Activity *(Does not include dates for the sales of tickets)*	
EagleRidge Legacy Fund, Inc		**July 16th, 2026**	
Organization or Group Contact Person **Abbey Heilig**	E-mail **aheilig@eagleridgecompanies.com**	Telephone Number **701-936-8095**	
Business Address **3280 Veterans Blvd, Suite 303**	City **Fargo**	State **ND**	ZIP Code **58104**
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name		County	
EagleRidge Plaza		**Cass**	
Site Physical Address **5601 33rd Ave S**	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.)*

50/50 Raffle at single event on July 16th, 2026. Tickets may be sold prior to event.

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	**50% of total dollars collected. No more than $15k.**	**$15k**
	Total *(limit $50,000 per year)*	$ 15,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

☐ Yes ☐ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☒ No ☐ Yes - Total Retail Value: _____ (This amount is part of the total prize limit for $50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address	
Abbey Heilig	**701-936-8095**	**aheilig@eagleridgecompanies.com**	
Signature of Organization Group's Permit Organizer	Title		Date
	Marketing Director		**6/17/2026**

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

✓ 60

Applying for *(check one)*

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted

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

☐ Raffle by a Political or Legislative District Party

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

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

ORGANIZATION INFO

Name of Organization or Group	Dates of Activity *(Does not include dates for the sales of tickets)*	
Fargo Gateway Lions	July 9, 2026	
Organization or Group Contact Person	**E-mail**	**Telephone Number**
Darrell Costain	d-a-costain@msn.com	701-730-4575
Business Address	**City**	**State / ZIP Code**
527 Kingston Place	West Fargo	ND 58078
Mailing Address (if different)	**City**	**State / ZIP Code**
—	—	

SITE INFO

Site Name		County	
Lions All Star Basketball games_ Fargo South H.S.		Cass	
Site Physical Address	**City**	**State**	**ZIP Code**
1840 15th Ave So	Fargo	ND	58103

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.)*

Thursday, July 9 one time 50/50 raffle

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

Game Type	Description of Prize	Exact Retail Value of Prize
50-50	Winner recieves 50% of income from Tickets	250—
	Total *(limit $50,000 per year)*	$ 250

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Our Lion's club supports local charities with majority of proceeds

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

☐ Yes ☑ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☑ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☑ No ☐ Yes - Total Retail Value: _____ (This amount is part of the total prize limit for $50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☑ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address
Darrell Costain	701-730-4575	d-a-costain@msn.com
Signature of Organization Group's Permit Organizer	**Title**	**Date**
Darrell Costain	Chairperson all star games committee	June 5, 2026

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

61

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		Dates of Activity *(Does not include dates for the sales of tickets)*	
FM Pride		**7/11/2026**	
Organization or Group Contact Person	E-mail	Telephone Number	
Charlie Williamson	**chair@fmpride.com**	**7204750280**	
Business Address	City	State	ZIP Code
5 14th St N	**Fargo**	**ND**	**58102**
Mailing Address (if different)	City	State	ZIP Code
P.O. Box 1005	**Fargo**	**ND**	**58107**

SITE INFO

Site Name			County
701 Eateries			**Cass**
Site Physical Address	City	State	ZIP Code
701 University Dr N	**Fargo**	**ND**	**58102**

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 on July 11th, 2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
	Total *(limit $50,000 per year)*	$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Fundrasing for 501(c)3 organzation

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☒ No ☐ Yes - Total Retail Value: _____ (This amount is part of the total prize limit for $50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address	
Charlie Williamson	**7204750280**	**chair@fmpride.com**	
Signature of Organization Group's Permit Organizer	Title		Date
CW	**FM Pride Planning Committee Chair**		**6/16/2026**

Charlie Williamson
they/them/theirs
2026 FM Pride Planning Committee Chair

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

✓ 62

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		Dates of Activity *(Does not include dates for the sales of tickets)*	
Holy Spirit Church		**10/25/2026**	
Organization or Group Contact Person	E-mail	Telephone Number	
Kathlene Shih	**kathlene@holyspiritfargo.com**	**701-232-5900**	
Business Address	City	State	ZIP Code
1420 7th St N	**Fargo**	**ND**	**58102**
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name		County	
Holy Spirit Catholic Church		**Cass**	
Site Physical Address	City	State	ZIP Code
1420 7th St N	**Fargo**	**ND**	**58102**

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.)*

10/25/26 main raffle. Early bird drawings: 10/7/2026, ,10/14/2026,10/21/2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle - main	**(1) $1,000; (1) $500; (5) $100**	**$2000**
Raffle - early bird	**(3) $100**	**$300**
	Total *(limit $50,000 per year)*	$ 2,300

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

general fund used for enriching parishioners journey in faith

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☒ No ☐ Yes - Total Retail Value: ☐ (This amount is part of the total prize limit for $50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address	
Kathlene Shih	**701-232-5900**	**kathlene@holyspiritfargo.com**	
Signature of Organization Group's Permit Organizer	Title	Date	
Kathlene Shih	**Business Manager**	**06/16/2025**	

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

63 ✓

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

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		Dates of Activity *(Does not include dates for the sales of tickets)*	
Misfits BBQ of EL Zagal		**06/15/26 - 12/31/2026**	
Organization or Group Contact Person	E-mail	Telephone Number	
Mike Rieckman	**msr2ker@gmail.com**	**701-388-7123**	
Business Address	City	State	ZIP Code
1429 3rd St. N.	**Fargo**	**ND**	**58102**
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name		County	
El Zagal Temple		**Cass**	
Site Physical Address	City	State	ZIP Code
1429 3rd St. N.	**Fargo**	**ND**	**58102**

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.)*

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

Game Type	Description of Prize	Exact Retail Value of Prize
1-100 board	**Bottle of Old Red Fez Bourbon**	**50.00**
1-100 board	**Bottle of Old Red Fez Bourbon**	**50.00**
1-100 board	**Bottle of Old Red Fez Bourbon**	**50.00**
	Total *(limit $50,000 per year)*	$ 150 ✓

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Contribution to Imperial 2029 fund

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☐ No ☒ Yes - Total Retail Value: _____ (This amount is part of the total prize limit for $50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address	
Michael Rieckman	**701-893-71116**	**msr2ker@gmail.com**	
Signature of Organization Group's Permit Organizer	Title		Date
Michael Rieckman	**Treasurer**		6/12/26

✓ 64

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

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	Dates of Activity *(Does not include dates for the sales of tickets)*		
ND American Legion Auxillary (ND ALA)	**June 25-26, 2026**		
Organization or Group Contact Person	E-mail	Telephone Number	
Candace Berg, ND ALA Dept President	**icebergartcreations@gmail.com**	**701.740.7144**	
Business Address	City	State	ZIP Code
ND ALA, Dept. Office, 1801 23rd Ave N.	**Fargo**	**ND**	**58102**
Mailing Address (if different)	City	State	ZIP Code
Candace Berg, 7591 50th Street NE	**Devils Lake**	**ND**	**58301**

SITE INFO

Site Name		County	
Ramada by Wyndham		**Cass**	
Site Physical Address	City	State	ZIP Code
3333 13th Ave S.	**Fargo**	**ND**	**58102**

Provide the exact date(s) & frequency of each event & type *(Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)*

Friday ticket sales, Saturday ticket sales and then drawing

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	**1. Quilt and 2. Knife**	**$2000**
Silent Auction	**(3) Miscellaneous items brought to convention**	**$1000**
	Total *(limit $50,000 per year)*	$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Raising funds for my President Projects: E/W Honor Flights and NDSU Equine Therapy Program for Veterans and their Families

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☐ No ☒ Yes - Total Retail Value: **2,000** (This amount is part of the total prize limit for $50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address	
Candace R. Berg	**701.740.7144**	**icebergartcreations@gmail.com**	
Signature of Organization Group's Permit Organizer	Title		Date
Candace R. Berg	**ND American Legion Auxiliary Dept. President**		**6.7.2026**

pd

65

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Applying for *(check one)*

[X] Local Permit [ ] Restricted Event Permit*

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

[ ] Bingo [ ] Raffle [ ] Raffle Board [X] Calendar Raffle [ ] Sports Pool [ ] Poker* [ ] Twenty-One* [ ] Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group		Dates of Activity *(Does not include dates for the sales of tickets)*	
Steve Weidner FM Junior Tour		July 1, 2026 - June 30, 2027	
Organization or Group Contact Person	**E-mail**	**Telephone Number**	
Shelley Weidner	celerykwa@gmail.com	701-235-8761	
Business Address	**City**	**State**	**ZIP Code**
509 26th Ave S.	Fargo	ND	58103
Mailing Address (if different)	**City**	**State**	**ZIP Code**
1119 26th Ave S.	Fargo	ND	58103

SITE INFO

Site Name			County
Fargo Country Club			Cass
Site Physical Address	**City**	**State**	**ZIP Code**
509 26th Ave S.	Fargo	ND	58103

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.)*

See Attached
July 1, 2026 - June 30, 2027

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffleboards	Merchandise Gift Certificates	$25,000
(no one	prize greater than $4000.)	
	Cash Prize (no one prize greater than $2000	$5,000
	Total *(limit $50,000 per year)*	$ 30,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: Promote Junior Golf

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

[ ] Yes [X] No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

[ ] Yes [X] No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

[X] No [ ] Yes - Total Retail Value: _____ (This amount is part of the total prize limit for $50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

[ ] Yes [X] No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address	
Shelley Weidner	701-235-8761	celerykwa@gmail.com	
Signature of Organization Group's Permit Organizer	**Title**		**Date**
Shelley Weidner	Chairman		6/16/2026

66

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

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		Dates of Activity *(Does not include dates for the sales of tickets)*	
TNT Kid's Fitness		**6/29/2026**	
Organization or Group Contact Person	E-mail	Telephone Number	
Janine Wolf	**janine@tntkidsfitness.org**	**701-551-5004**	
Business Address	City	State	ZIP Code
2800 Main Ave	**Fargo**	**ND**	**58103**
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name			County
TNT Kid's Fitness			**Cass**
Site Physical Address	City	State	ZIP Code
2800 Main Ave	**Fargo**	**ND**	**58103**

Provide the exact date(s) & frequency of each event & type *(Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)*

Raffle to be held at the end of our event 6/29 at 7:00pm

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	**1 free month of gymnastics or ninja class**	**76.00**
Raffle	**1 free month of gymnastics or ninja class**	**76.00**
Raffle	**1 free preschool open gym punchcard**	**60.00**
	Total *(limit $50,000 per year)*	$ **212.00**

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☐ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☐ No ☒ Yes - Total Retail Value: **1,087.00** (This amount is part of the total prize limit for $50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address	
Janine Wolf	**701-551-5004**	**janine@tntkidsfitness.org**	
Signature of Organization Group's Permit Organizer	Title		Date
Janine Wolf	**Director of Business Operations**		**6/16/2026**

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

✓ 67

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		Dates of Activity *(Does not include dates for the sales of tickets)*	
VIETNAM VETERANS OF AMERICA CHAP # 941		SEPT 1 - SEPT 30 - 2026	
Organization or Group Contact Person	**E-mail**	**Telephone Number**	
LARRY NICHOLSON	larrynicholson02@gmail.com	701-412-1992	
Business Address	**City**	**State**	**ZIP Code**
P.O. BOX 7327	FARGO	ND	58106
Mailing Address (if different)	**City**	**State**	**ZIP Code**

SITE INFO

Site Name		County	
RAMADA INN		CASS	
Site Physical Address	**City**	**State**	**ZIP Code**
3333 13th AVE. S.	FARGO	ND	58103

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.)*

CALENDAR RAFFLE 09/1 - 09/5, 09/7-12, 09/14-09/19, 09/21-09/26, 09/28-09/30

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

Game Type	Description of Prize	Exact Retail Value of Prize
CALENDAR RAFFLE	DRAWING EVERY MON - FRI. = $50./DAY	1,300.00
	DRAWING EVERY SAT = $100/DAY	400.00
	Total *(limit $50,000 per year)*	$ 4,000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

DONATIONS TO - NA/MN HONOR FLIGHT, LISBON VETS HOME, FARGO AIR MUSEUM

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☐ No ☒ Yes - Total Retail Value: $4000. (This amount is part of the total prize limit for $50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address
REX JEYNES	480-215-9780	rexjeynes@gmail.com
Signature of Organization Group's Permit Organizer	**Title**	**Date**
Rex Jeynes	RAFFLE COORDINATOR	05/12/2026

Prize/Award Info		
Game Type	Description of Prize	Exact Retail Value
Raffle	$50 gift card	$50
Raffle	$100 gift card	$100
50/50 Raffle	50% of proceeds from sale of tickets	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Developer Agreement

Location: Horizon Addition

Date of Hearing: 6/15/2026

Routing	Date
City Commission	6/22/2026
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding a Developer Agreement with Rising Investments, LLC for Lot 1, Block 1, Horizon Addition.

The City of Fargo and the Developer, Rising Investments LLC, have established a Developer Agreement related to the maintenance and future improvement of the existing alley.

On a motion by Ben Dow, seconded by Ryan Erickson, the Committee voted to recommend approval of the Developer Agreement for Horizon Addition.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Developer Agreement for Horizon Addition.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: None

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	Ryan Erickson
Brenda Derrig, Assistant City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Nathan Boerboom, Assistant City Engineer

Date: June 8, 2026

Re: Developer Agreement – Horizon Addition

Background:

Staff has coordinated with the Developer of the Horizon Addition to establish a Developer Agreement related to the maintenance and future improvement of the existing alley adjacent to Lot 1, Block 1 of Horizon Addition.

Key items within the Developer Agreement include:

- The Developer will be responsible to complete and fund maintenance and upkeep of the southern twenty-feet of the existing dedicated alley right of way. Examples of the required maintenance include snow removal and pothole repairs.
- Developer acknowledges that future alley improvements may be necessary and agrees to waive its right to protest future special assessments related to any alley improvement projects.

Attached with this Memorandum is the full Developer Agreement, which outlines all terms and conditions.

Recommended Motion:

Approve the Developer Agreement between the City of Fargo and Rising Investments, LLC for Lot 1, Block 1 of Horizon Addition.

NAB/klb
Attachment


11 ST N

Developer Agreement

This Agreement, made and entered into between Rising Investments, LLC ("Developer"), and the City of Fargo, a municipal corporation ("City"), is for the purpose of establishing rights and responsibilities related to an alleyway adjacent to the property identified below and legally described on the attached Exhibit A (the "Development Property"). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title, and interest in the Development Property, known as:

Lot 1, Block 1 of Horizon Addition to the City of Fargo, County of Cass, State of North Dakota

Developer intends to develop the Development Property.

2. Developer shall be solely responsible for the maintenance and upkeep of the alley described as the full width of the southern twenty feet (20') of the existing dedicated alley right-of-way (hereafter the "alley"). Such maintenance and upkeep shall include, but not necessarily be limited to, snow removal, filling and repairing potholes, drainage maintenance, and weed control. Developer shall be responsible for the costs and expenses associated with the maintenance and upkeep responsibilities identified herein. Developer's maintenance and upkeep responsibilities described herein shall continue until such time as the alley right-of-way is vacated.

3. While the timing of alley improvement projects is presently unknown, the parties hereby acknowledge and agree that the present condition of the alley necessitates future alley improvement projects, including but not limited to reconstruction of the alley ("Future Projects"). Developer hereby waives its right to protest the resolutions of necessity for Future Projects for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the Future Projects and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any

other assessment attribute related to the installation and construction of the Future Projects. The project costs which may be assessed against the Development Property, which will be in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, include all costs of completing the construction of the Future Projects.

4. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchaser of any portion of the Development Property of the existence and content of this Agreement. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.

5. The parties hereby agree that this Agreement may be recorded against the Development Property.

6. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

7. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.

8. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

9. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

10. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

Rising Investments, LLC

Dated: 6/2/26

By: Justin Berg

Its: President

STATE OF ND)
) ss.
COUNTY OF Cass)

On this 2 day of June, 2026, before me, a notary public in and for said county and state, personally appeared Justin Berg, an authorized signatory of Rising Investments, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

LORY L STEINLE
Notary Public
State of North Dakota
My Commission Expires Nov. 12, 2029

Notary Public

Nov 12, 2029
My Commission expires:

(SEAL)

City of Fargo, a municipal corporation

Dated: _____ _____

Timothy J. Mahoney, Mayor

ATTEST

_____
Angie Bear, Deputy Auditor
on behalf of City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and ANGIE BEAR, to me known to be the Mayor and Deputy Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

City of Fargo, a municipal corporation

Dated: _____ _____

Timothy J. Mahoney, Mayor

ATTEST

_____
Angie Bear, Deputy Auditor
on behalf of City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and ANGIE BEAR, to me known to be the Mayor and Deputy Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

Lot 1, Block 1 of Horizon Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

The tract contains 2.08 acres, more or less.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. QN-23-B0 Type: Contract Amendment #3

Location: 40th Ave S Pedestrian Bridge Date of Hearing: 6/15/2026

Routing	Date
City Commission	6/22/2026
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding Contract Amendment #3 in the amount of $50,000.00 ($25,000.00 for the City of Fargo's share), for additional work.

Staff is recommending approval of Contract Amendment #3 in the amount of $50,000.00 ($25,000.00 for the City of Fargo's share), bringing the total contract amount to $668,000.00.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Contract Amendment #3 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #3 in the amount of $50,000.00 ($25,000.00 for the City of Fargo's share), bringing the total contract amount to $668,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	Ryan Erickson
Brenda Derrig, Assistant City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: June 15, 2026

Re: Project No. QN-23-B1 – Amendment #3
40th Avenue South Pedestrian Bridge over the Red River

Background:

In 2022 we partnered with the City of Moorhead to procure an Engineering Consultant, Houston Engineering, to complete the environmental portion of this project. This project is now scheduled to bid next month with construction to begin this fall.

This contract amendment is necessary to address out of scope work associated with the final design for this project. Items include additional on-going agency coordination, final design revision, coordination with the Trollwood Performing Arts Studio, and bid packet and bid support. This contract amendment is for $50,000, with us and Moorhead splitting the cost at $25,000 each.

Houston Engineering's contract to date is $618,000, this amendment of $50,000 will bring the total to $668,000, with each city contributing $334,000.

I recommend approval of this work.

Recommended Motion:

Concur with the City of Moorhead and approve Contract Amendment #3 for Houston Engineering for additional, out of scope design services for this project.

JMG/klb
Attachment

HoustonEngineering Inc.
Fargo Office P 701.237.5065 F 701.237.5101
1401 21st Avenue North Fargo ND 58102

June 5, 2026

Tom Trowbridge, PE
City Engineer
City of Moorhead
PO Box 779
Moorhead, MN 56561

Subject: Task Order 24 Amendment No. 3 Proposal
City of Moorhead Master Service Agreement
Eng. No. 22-13-04 Red River Pedestrian Bridge Final Design
H.E. No. 6019_0141

Mr. Trowbridge,

This letter serves as our proposed Task Order Amendment No. 3 for additional engineering services associated with the Red River Pedestrian Bridge project.

PROPOSED TASK ORDER AMENDMENT SCOPE

Task 9 – Final Bridge and Trail Design (Additional Service) – The following additional services are required for this task.

1. Ongoing Agency Coordination – Additional coordination with State Aid, permit coordination with ND and MN permitting agencies, wetland credit coordination.
2. Final Design Revision – Final revisions to plans to incorporate State Aid comments, revisions to lighting system to incorporate City provided lights, selection of BABA compliant lighting for ND portion of project.
3. Coordination with Trollwood Performing Art Studio and incorporation of event conflicts into project specifications.
4. Bid Packet and Bid Support – Prepare final bid packet and assist City with DCP documentation prior to and after the bid opening.

PROPOSED FEE

Our estimated fee for this task order amendment is **$50,000**. This work will be billed hourly based on the actual staff completing the work and in accordance with the Master Agreement for Professional Services between Owner and Consultant of Engineering Consultation Services, dated February 13, 2023.

Thank you for your consideration of this requested Task Order Amendment.

Sincerely,

HOUSTON ENGINEERING, INC.

Michael P. Love, PE

MPL:ml
Enclosures
H:\JBN\6000\6019\6019_0141\PM\Red River Pedestrian Bridge Amendment No. 3 Task Order Proposal.docx

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

June 18, 2026

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

Re: Deferral Agreements for Enclave Covey, LLC

Dear Commissioners:

Enclosed and delivered for the City Commission review and approval are Deferral Agreements, non-interest-bearing, for Enclave Covey, LLC. The three future properties are located within the proposed Covey Ranch Third Addition. These deferrals were requested by the property owners.

The request was sent to the Public Works Project Evaluation Committee Meetings in March 2026 and May 2026. The Committee unanimously voted to approve the non-interest accruing Deferral Agreements and to forward it on to the City Commission for approval.

Recommended Motion:
Approve the non-interest accruing Deferral Agreements with the terms to be stated in the Agreements.

Respectfully Submitted,

Douglas Durgin
Special Assessment Coordinator

Attachments

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Deferral Request

Location: Covey Ranch 3rd Addition

Date of Hearing: 5/18/2026

Routing	Date
City Commission	
PWPEC File	X
Project File	Doug Durgin

The Committee reviewed a communication from Special Assessments Coordinator, Doug Durgin, regarding an update to Enclave Companies' Deferral Agreement for Covey Ranch 3rd Addition.

Planning Staff has developed the following language to address zoning and Growth Plan consistency, which would be incorporated into the Special Assessment Deferral Agreement:

> *"As a result of the deferral, the property is being preserved or future development with AG -Agricultural zoning. Any future developments and rezoning entitlements must be consistent with the adopted growth plan. Given the 2026 Land Development Code update is in process, the future zoning district will either be aligned with MR-3, Multi-Dwelling Residential with Conditional Overlay for proposed Lot 3, Block 2 and Lot 1, Block 3, consistent to the zoning district documented in ordinance with the proposed Covey Ranch Third Addition for other parcels; aligned with LC, Limited Commercial with Conditional Overlay for proposed Lot 1, Block 2; or rezoned to be in alignment with 2024 Growth Plan and the anticipated 2026 Land Development Code, or the Zoning Overlays applied to the remainder of the Covey Ranch Third Addition, as part of the initial application review by Planning Commission on January 6, 2026, will trigger the termination of the Deferral."*

On a motion by Nicole Crutchfield, seconded by Tom Knakmuhs, the Committee voted to recommend approval of the deferral request and agreement with Enclave Companies to include the language as stated above.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Deferral Agreement with Enclave Companies.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☐
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	
Brenda Derrig, Assistant City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Doug Durgin, Special Assessments Coordinator

Date: May 13, 2026

Re: Deferral Request for Enclave Companies

Background:

On March 18, 2026, Enclave Companies requested a non-interest-bearing deferral until 2031 for all special assessments related to Covey Ranch 3rd Addition, including uncertified and future infrastructure projects.

At the March 23, 2026 meeting, PWPEC noted the request would functionally be an approximate three-year deferral and discussed consistency with the Growth Plan, which supports incentives only for optimal development. The Committee expressed general support for a three-year deferral, contingent on the project meeting those criteria, and directed staff to follow up.

Update:

Planning staff has developed the following language to address zoning and Growth Plan consistency, which would be incorporated into the special assessment deferral agreement:

"As a result of the deferral, the property is being preserved for future development with AG– Agricultural zoning. Any future developments and rezoning entitlements must be consistent with the adopted growth plan. Given the 2026 Land Development Code update is in process, the future zoning district will either be aligned with MR-3, Multi-Dwelling Residential with Conditional Overlay for proposed Lot 3, Block 2 and Lot 1 Block 3, consistent to the zoning district documented in ordinance with the proposed Covey Ranch Third Addition for other parcels; aligned with LC, Limited Commercial with Conditional Overlay for proposed Lot 1 Block 2; or rezoned to be in alignment with 2024 Growth Plan and the anticipated 2026 Land Development Code. Any requested zoning change or growth plan amendment not in alignment with either the 2024 Growth Plan, the anticipated 2026 Land Development Code, or the Zoning Overlays applied to the remainder of the Covey Ranch Third Addition, as part of the initial application review by Planning Commission on January 6, 2026, will trigger the termination of the deferral."

Recommended Motion:

Special Assessments recommends approval of this request and will support the facts and findings of PWPEC.

DRD
Attachments:
- Enclave Request

C: Tom Knakmuhs, City Engineer

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Deferral Request

Location: Covey Ranch 3rd Addition

Date of Hearing: 3/23/2026

Routing	Date
City Commission	
PWPEC File	X
Project File	Doug Durgin

The Committee reviewed a communication from Special Assessments Coordinator, Doug Durgin, regarding Enclave Companies' request for a Deferral Agreement for Covey Ranch 3rd Addition.

Enclave Companies has requested a non-interest-bearing deferral until 2031. The deferral request pertains to all Special Assessments, including all projects with an uncertified balance and future projects to install infrastructure for Covey Ranch 3rd Addition.

The Committee discussed several items. First, based on when the project is expected to be built and certified, a deferral to 2031 would effectively function as a three-year deferral. Next, there was substantial discussion about the Growth Plan and whether this request aligns with it. The Growth Plan states that incentives such as deferrals should be considered only for optimal development rather than simply acceptable development.

Planning staff noted that several elements associated with optimal development are already included in the Conditional Overlay proposed with this plat. After considerable conversation, the Committee appeared supportive of a three-year deferral, provided the development meets the criteria for optimal development. Staff was directed to confirm that the proposed project meets that definition and to bring the request back once the Planning Department is confident that it does. Planning also noted that updates to the LDC and the incentives policy are still underway and likely will be until Fall 2026, and that additional coordination with Engineering, the City Attorney, and Finance will be needed to determine the appropriate legal tools for tying the deferral to optimal development standards.

No motion.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☐
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☐	☐	
Gary Lorenz, Fire Chief	☑	☐	☐	Ryan Erickson
Brenda Derrig, Assistant City Administrator	☑	☐	☐	
Ben Dow, Director of Operations	☑	☐	☐	
Tom Knakmuhs, City Engineer	☑	☐	☐	
Susan Thompson, Finance Director	☑	☐	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Doug Durgin, Special Assessments Coordinator

Date: March 18, 2026

Re: Deferral Request for Enclave Companies

Background:

On March 18, 2026, Austin Morris and Joe Schneider, of Enclave Companies, contacted the special assessment department to request a deferral agreement for Covey Ranch 3rd Addition. They have requested a non-interest-bearing deferral until 2031.

Their deferral request pertains to all Special Assessments, including projects with an uncertified balance and future projects to install infrastructure for Covey Ranch 3rd Addition.

Recommended Motion:

Special Assessments will support the facts and findings of PWPEC.

DRD
Attachments:
- Enclave Request

C: Tom Knakmuhs, City Engineer

Docusign Envelope ID: 15446933-D116-8676-813A-FFAF795DA7F3

ENCLAVE

enclavecompanies.com

March 17, 2026

City of Fargo
Engineering Department – Special Assessments
225 4th Street North
Fargo, ND 58102

Re: Request for Deferral of Special Assessments Through the 2030 Tax Season – Three Future Parcels

To Whom It May Concern,

On behalf of the ownership group, we request that the payment of principal and interest on any special assessments currently levied or to be levied against the three future parcels within a new master-planned development of Covey Ranch 3rd shall be deferred through the 2030 tax year. No principal or interest payments shall be due or payable during the deferral period. Specific Lots identified below and shown on attached Exhibit A:

- Lot 1, Block 2
- Lot 3, Block 2
- Lot 1, Block 3

Our proposed deferral shall automatically terminate, and payment of all deferred principal and accrued interest shall resume, upon the earliest occurrence of any of the following trigger events:

- (a) the expiration of the 2030 tax year;
- (b) the issuance or pulling of any building permit for vertical construction on any portion of the Development Property; or
- (c) the transfer, conveyance, or sale of any portion of the Development Property to a third party other than an affiliated entity of the Developer.

Upon the occurrence of any trigger event, the deferred assessments shall become due and payable in accordance with the City's Infrastructure Funding Policy in effect at the time the assessment payments resume.

While Fargo continues to grow, current market conditions indicate this area is not yet positioned to successfully absorb additional new supply. Based on demand and absorption trends, we do not anticipate the market being ready for vertical development on these parcels for approximately three to four years. Certifying special assessments prior to that time would place unnecessary financial pressure on undeveloped land that is not yet able to support those costs.

Docusign Envelope ID: 15446933-D116-8676-813A-FFAF795DA7F3

Carrying costs—particularly special assessments—can significantly impact a developer's ability to deliver the right product at the right time. Prematurely locking in these costs may force development decisions driven by timing rather than by market readiness, increasing the risk of underperforming projects and lower long-term value.

Additionally, market conditions and end-user needs will continue to evolve over the next several years. Deferring special assessments provides the flexibility necessary to ensure these parcels are ultimately developed with product types and uses that reflect market demand closer to 2030, rather than those dictated by conditions today. This flexibility improves project success and supports higher long-term assessed value.

Deferring special assessments through 2030 will encourage thoughtful, market-responsive development timing and ultimately maximize long-term tax revenue for the City of Fargo. This request applies only to the identified future parcels and is made with the understanding that all applicable City policies and requirements will be met. Ownership is prepared to coordinate with City staff to align this request with platting and development agreement timelines.

Thank you for your time and consideration.

Sincerely,

Enclave Covey, LLC

By: Austin Morris

DocuSigned by:

Name: Austin Morris

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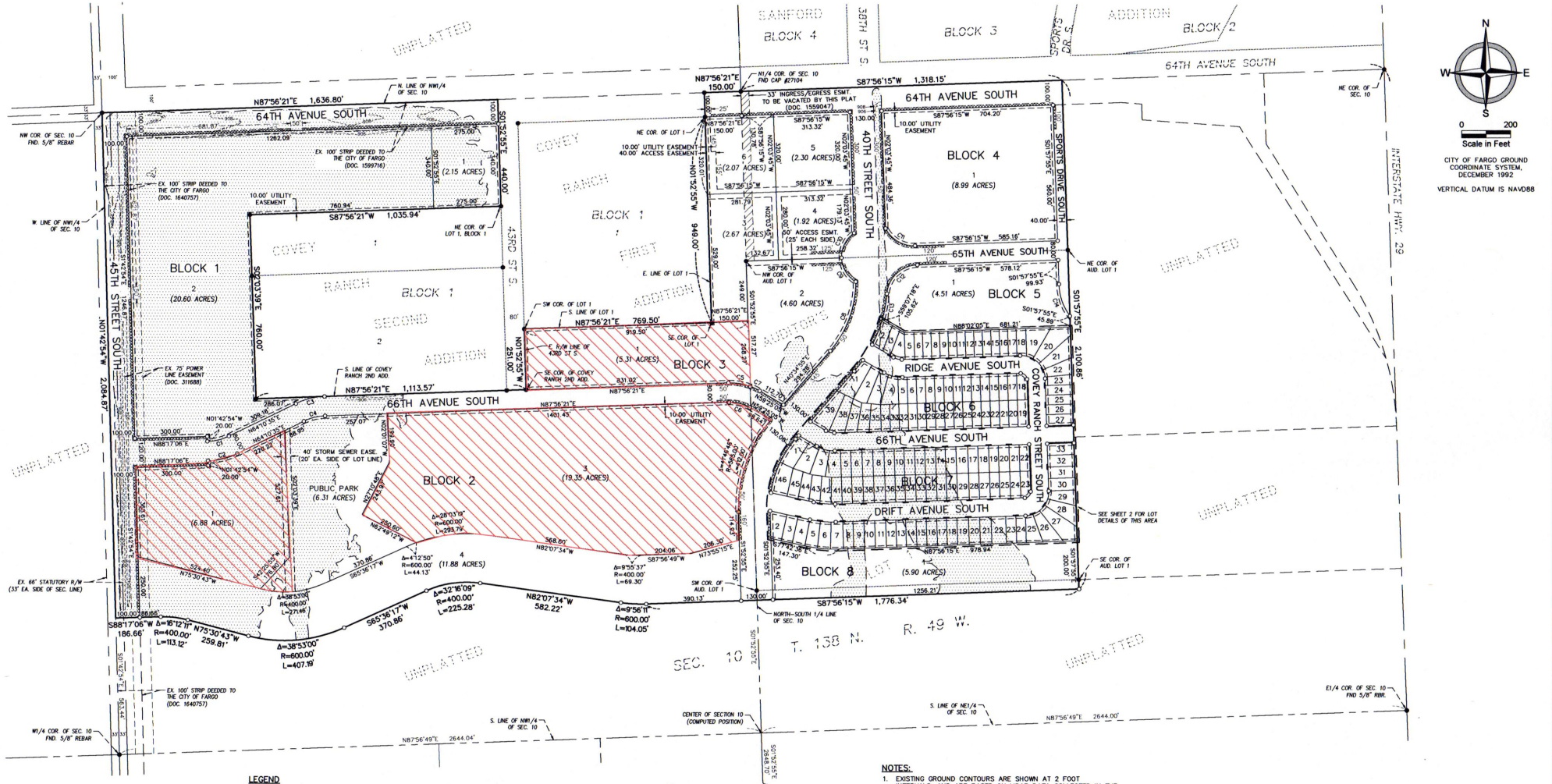
Title: Managing Member

sign Envelope ID: 15446933-D116-8676-813A-FFAF795DA7F3

Exhibit A

COVEY RANCH THIRD ADDITION

TO THE CITY OF FARGO, A PLAT OF PART OF THE NORTH HALF OF SECTION 10, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA (A MAJOR SUBDIVISION)


64TH AVENUE SOUTH
45TH STREET SOUTH
43RD ST. S.
40TH STREET SOUTH
38TH ST. S.
65TH AVENUE SOUTH
66TH AVENUE SOUTH
RIDGE AVENUE SOUTH
COVEY RANCH STREET SOUTH
DRIFT AVENUE SOUTH
SPORTS DRIVE SOUTH
INTERSTATE HWY. 29
UNPLATTED
SANFORD BLOCK 4
BLOCK 3
SPORTS DR. S ADDITION BLOCK 2
COVEY RANCH FIRST ADDITION AUDITOR'S
COVEY RANCH SECOND ADDITION
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
BLOCK 8
PUBLIC PARK (6.31 ACRES)
SEC. 10 T. 138 N. R. 49 W.
N87°56'21"E 1,636.80'
S87°56'15"W 1,318.15'
S87°56'21"W 1,035.94'
N87°56'21"E 1,113.57'
N87°56'21"E 769.50'
N87°56'21"E 1401.45'
S87°56'15"W 1,776.34'
N87°56'49"E 2644.00'
S88°17'06"W 186.66'
N75°30'43"W 259.81'
S65°36'17"W 370.86'
N82°07'34"W 582.22'
S87°56'49"W 204.06'
N73°55'15"E 208.30'
N87°56'15"E 978.94'
S87°56'15"W 1,256.21'
N87°56'49"E 2644.04'
N01°42'54"W 2,084.87'
S01°57'55"E 2,100.86'
S01°57'55"E 2,644.10'
N01°25'55"W 2,644.10'
S01°42'54"E 2,644.44'
S01°42'54"E 2,644.44'
S01°57'55"E 2,644.10'
N01°25'55"W 2,644.10'
N01°42'54"W

Context-Sensitive Expectations

THE FOURTH MODEL

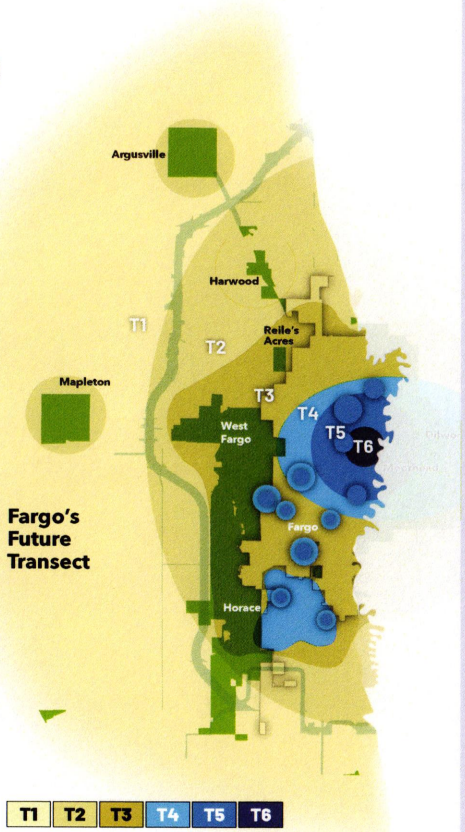
Growth Centers



No matter how much Fargo grows in the years ahead, or how much it expands into its ETJ, a core element of Fargo's growth intentions–communicated by multiple plans over more than a decade–is to grow in a more urban manner. Doing so is about more than simply having denser development patterns. It is about having great places that successfully combine density, the mixing of uses, and mobility options so that residential, economic, civic, and recreational activities can all take place in a vibrant and sought-after setting.

The Growth Centers model in the Framework for Practical Growth Management recognizes that these great places cannot emerge without intention. Indeed, downtown Fargo has re-emerged as a critical growth center for Fargo because of conscious efforts to cultivate a high intensity mix of uses and great public spaces.

Taking the success of downtown Fargo as an example to learn and build from, the Growth Centers model proposes a network of centers to help absorb growth, provide space for future economic and civic activity, and to efficiently leverage existing institutional, economic, and infrastructure assets.

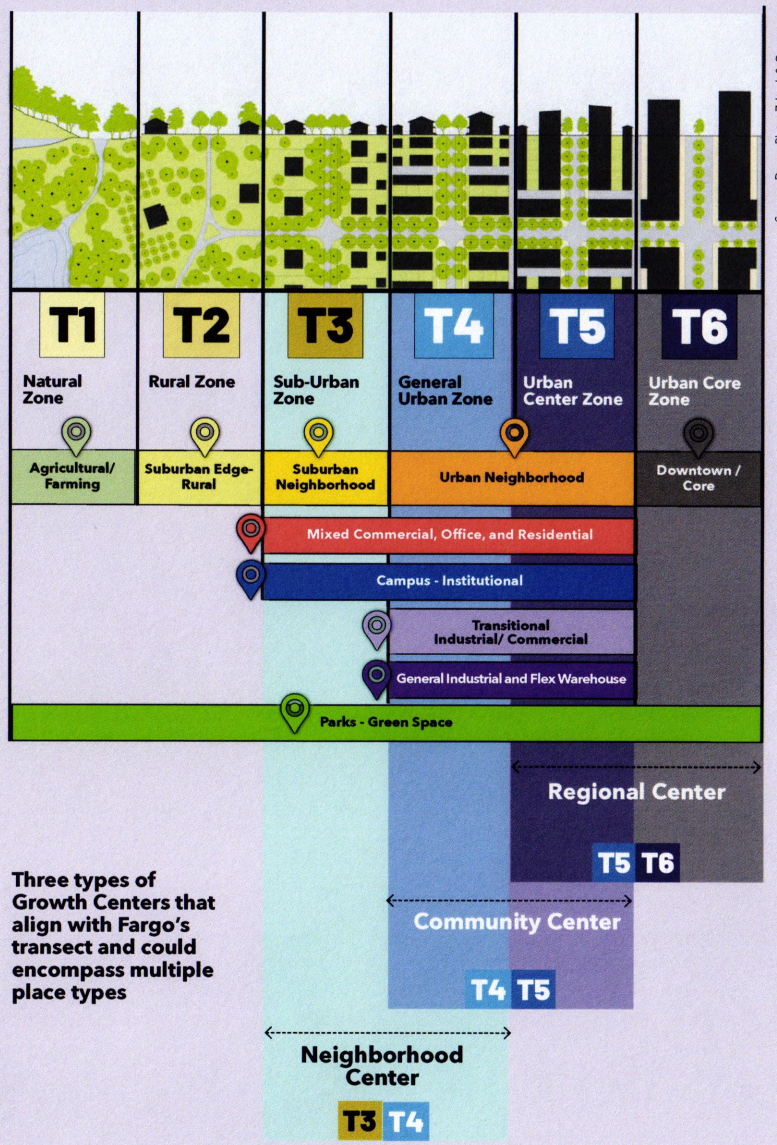


Fargo's Future Transect

T1 | T2 | T3 | T4 | T5 | T6

Fargo's future transect expresses this model as distinct nodes that would largely reflect the characteristics of the T4 and T5 zones, as well as the T6 zone in the case of downtown Fargo.

The Growth Centers model includes a hierarchy of three types of centers–**Regional, Community, and Neighborhood**–with each serving different functions and existing as overlays on Fargo's place types.



Three types of Growth Centers that align with Fargo's transect and could encompass multiple place types

Optimal Growth



Conformance with Fargo's place types will be a critical test for development and redevelopment under the Framework for Practical Growth Management. Indeed, it will represent the clearly drawn line between proposals that are acceptable and deserving of By-Right Approval and those that are unacceptable because they are at odds with Fargo's growth intentions.

Being "acceptable," however, will not make a proposed development or redevelopment "optimal." And "optimal" is what a project has to be under the Framework for Practical Growth Management to be eligible for anything more than By-Right Approval.

To be considered "optimal" a project must be strategically located: If it is a redevelopment or infill project, it must be within a designated Growth Center. If it is a greenfield project, it must be in the proper Growth Grid sequence. **An "optimal" project must also provide a tangible, location-specific public benefit.** Depending on the location, that could be the provision of mixed-income housing units, a contribution toward open space preservation, a public space or recreational amenity, exceptional urban design, or any other well-articulated public benefit tied to a given place type or neighborhood.



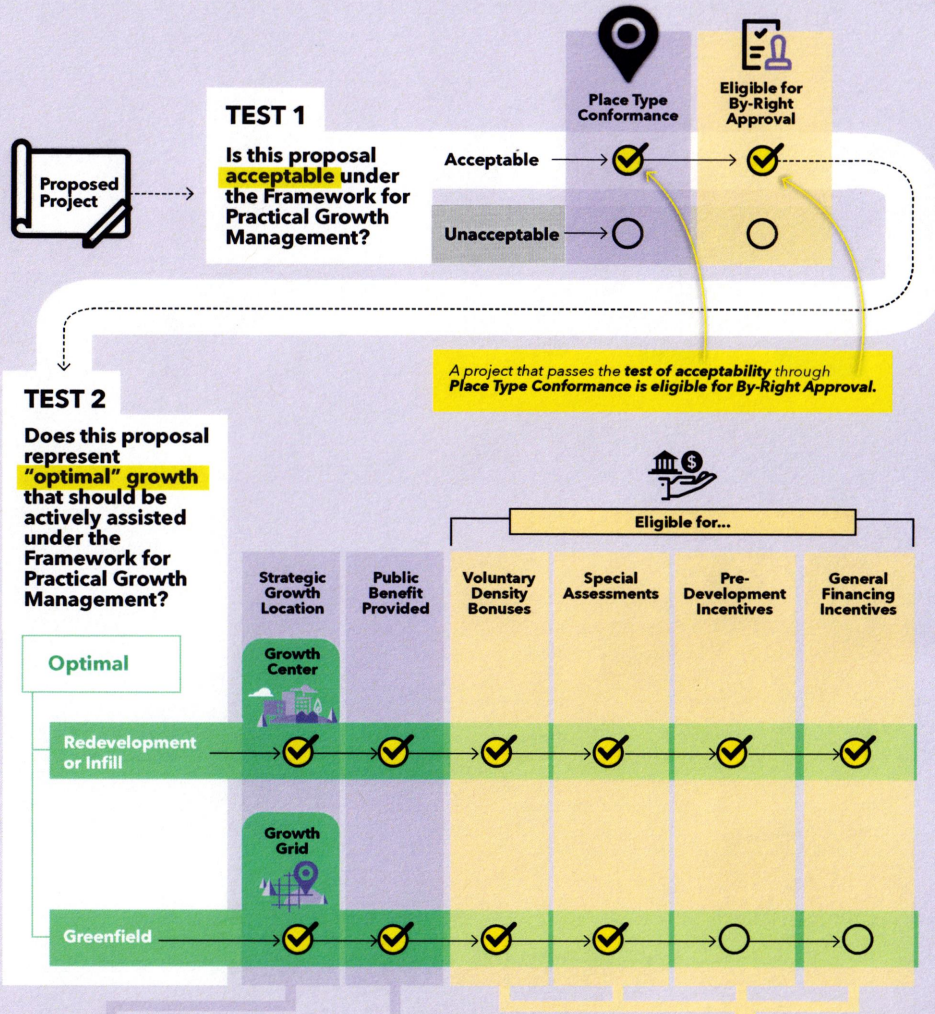
If a project passes the **first test of being acceptable** and the **second test of being optimal**, it is eligible for both By-Right Approval and incentives to actively promote optimal forms of growth.

An **optimal greenfield project** would be eligible for voluntary density bonuses and special assessments to help developers of optimal greenfield growth cover their development costs.

An **optimal redevelopment or infill project** would be eligible for voluntary density bonuses and special assessments, too. But they would also be eligible for two other broad categories of incentives (pre-development and general financing incentives) to overcome the higher costs of redevelopment and in recognition of the long-term practical value of reinvestment.



- **Voluntary Density Bonuses**: An incentive that allows a development to exceed the maximum size permitted by the LDC in exchange for providing a specified public benefit.
- **Special Assessments**: An incentive that lowers a developer's costs and risks by (1) having the City borrow to cover the cost of infrastructure and (2) paying off the debt over time through special assessments on property owners.
- **Pre-Development Incentives:** These include discounts on City-owned land and expedited review processes.
- **General Financing Incentives:** These include payments in lieu of taxes (PILOTs), tax increment financing (TIF), property tax abatements that lower development and operating costs, and the City providing bridge lending and/or acting as a loan guarantor.



Growth Centers Plus: Beyond designated Growth Center locations, the City may recognize other locations in need of reinvestment as "optimal" and eligible for specific incentives.

Public benefits will need to be defined as part of an updated incentive policy framework. Depending on the location, examples of relevant public benefits include:

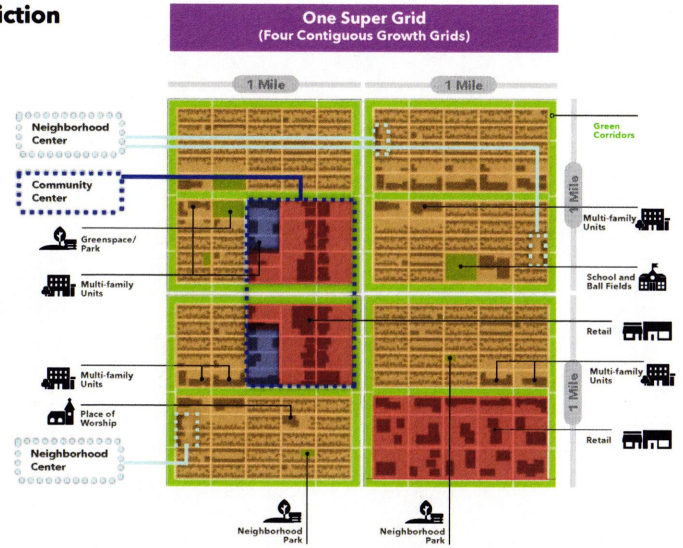
- Mixed-income housing opportunities
- Parkland or other public recreational amenities
- Space for desired neighborhood services
- Exceptional design and materials

Optimal greenfield projects would be eligible for voluntary density bonuses and special assessments.

Optimal redevelopment or infill projects would be eligible for a wider range of incentives to help cover costs and manage risks, including pre-development incentives and general financing incentives.

A New Land Development Code

Future Place Types in the Extraterritorial Jurisdiction (ETJ) Area

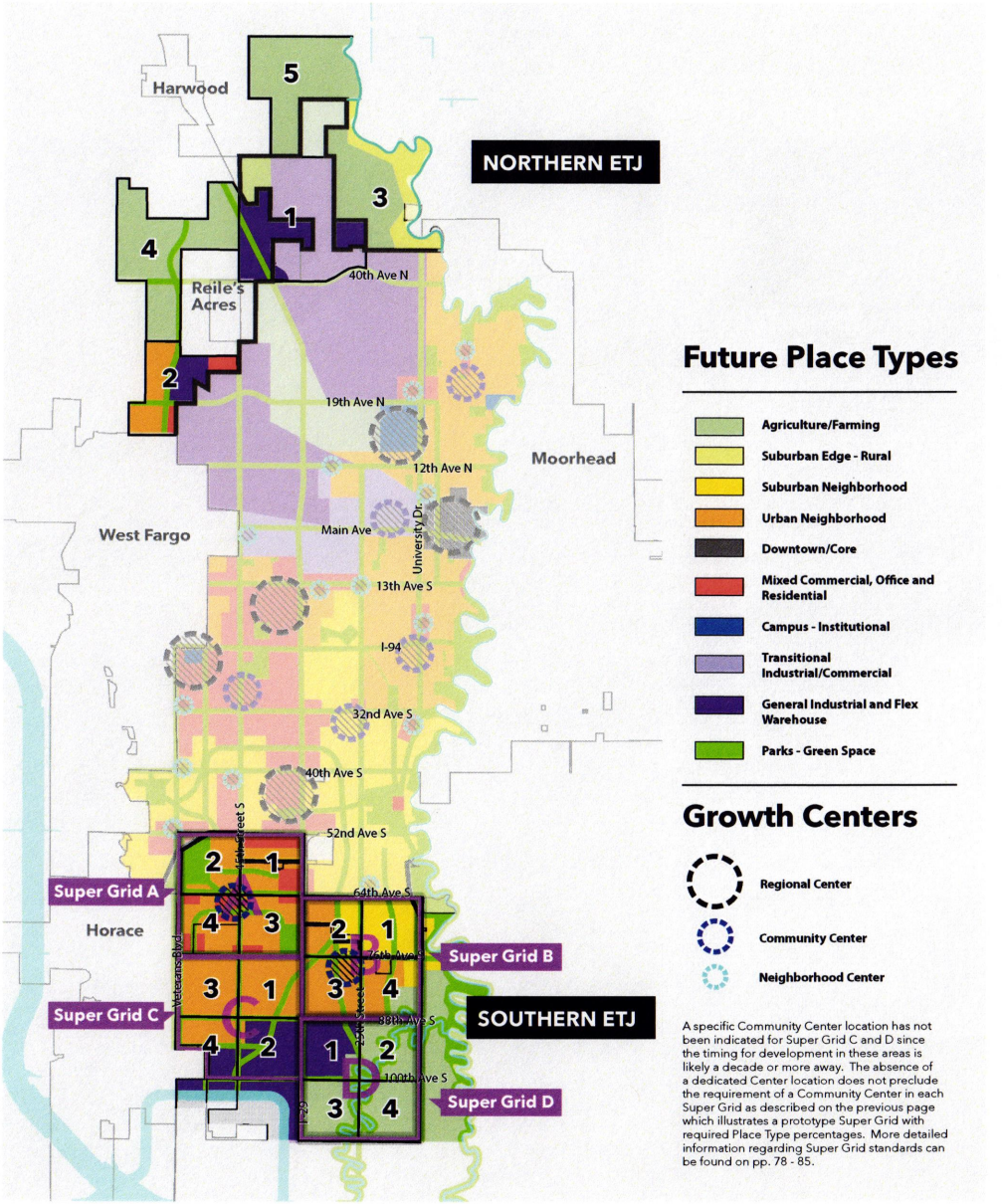


As of 2024, the City of Fargo spans 31,677 acres and is largely developed in terms of horizontal infrastructure (roads and utilities) and anticipated vertical infrastructure (buildings and structures). It is important to note that while the term 'built-out' is used, it does not imply that there are no opportunities for significant infill development or the redevelopment of large areas within the city. Many areas exhibit underdevelopment and are identified on the map on the preceding page as growth centers, where much of the new growth over the next decade or two should be concentrated.

This plan recognizes that although the prevailing recommendation is to redirect growth into these centers, demand for new residential development, in particular, will continue to drive growth into the ETJ area.

The ETJ area encompasses 16,344 acres, providing enough land for Fargo to potentially expand its geographical footprint by 50% of its current size. These acres represent the city's final opportunity to manage growth outside of the existing boundary. The FM Diversion project and the ongoing growth in surrounding cities such as West Fargo, Horace, and Harwood (and their respective ETJs) create a barrier to additional greenfield growth opportunities to the north, west, and south.

The Preferred Growth Scenario anticipates that 66% of the city's overall growth will occur in the ETJ. Therefore, it is essential to ensure that the recommended pattern of development in the ETJ—introduced as sequenced growth grids in Part 3—is guided by a Future Place Types Map. This map is not meant to precisely dictate which place type belongs on each parcel but rather to indicate which place types are appropriate for each growth grid and approximately how much of each grid's area should be allocated to a specific place type.



A specific Community Center location has not been indicated for Super Grid C and D since the timing for development in these areas is likely a decade or more away. The absence of a dedicated Center location does not preclude the requirement of a Community Center in each Super Grid as described on the previous page which illustrates a prototype Super Grid with required Place Type percentages. More detailed information regarding Super Grid standards can be found on pp. 78 - 85.

Fargo-Moorhead Regional Housing Needs Analysis and Strategies

To ensure new employees can afford to work and live in the region, local jurisdictions and employers should consider a unique set of housing tools.

Addressing Immediate Housing Needs

Cities	**Hotel and Office Conversions**	Identify sites well-suited for hotel or office to residential conversions and proactively work with developers.
Cities	**Provide Education Opportunities for Employers**	Encourage major employers within the FM-Region to disseminate information on existing homeownership programs to employees.
Regional	**Employer-Assisted Housing (EAH) Programs**	Aid and support for employer-assisted housing programs to meet short-term housing needs for new job openings.

To grow economically and maintain a high quality of life, the Fargo-Moorhead Region must deliver a variety of housing typologies that are affordable and attainable. In the long term, the region can leverage three types of housing strategies: land use policy changes, funding strategies, and interventions that lay the groundwork for future growth.

Interventions from all three categories will be needed to create and preserve the necessary housing in the region.

	Land Use Policies	Funding Strategies	Laying the Groundwork for Future Growth
Cities	• Allow for and Reduce Barriers to Soft Density (2-9 Unit structures) • Support and Reduce Barriers for Multifamily within Regional Employment Nodes • Prioritize Transit-Oriented Development • Allow and incentivize the construction of Accessory Dwelling Units (ADUs)	• Provide Multifamily Rental Gap Financing • Create a Naturally Occurring Affordable Housing (NOAH) Preservation Strategy • Maintain and Increase Investments to Services for Low-Income and Homeless Residents • Market Publicly Owned Land Nationally • Expand Capacity / Aid Growth of the Cass Clay CLT	• Establish a Regional Housing Committee • Educate Staff and Coordinate Planning Efforts among Municipalities • Invest in transportation, childcare and education to meet the needs of future and current residents
Regional	• Regional Coordination on a Comprehensive Growth Strategy	• Establish a Regional Housing Trust Fund • Pursue Additional State and Federal Funding	• Establish Clear Guidance on Infrastructure Investments • Grow National Developer Interest in the FM Region

Housing supply is limited across income levels for both homeowners and renters. This is particularly true for renter and owner households earning under $75,000, who make up over half the region's households.

NEW HOME AFFORDABILITY

- Single family continues to be the dominant housing typology in the region, with limited production of 2–9-unit buildings.
- Areas of growth have pushed the boundaries of the metro region over the last 10 years.
- New home typologies do not align with price range or desires of households.

MULTIFAMILY PRODUCTION

- While multifamily production increased in the early 2010's, it has declined in recent years, while vacancy rates have also declined.
- Construction costs, zoning restrictions, sewer capacity, and community pushback have limited multifamily production in some new areas.

NEED FOR MISSING MIDDLE

Ownership Opportunities

- Over the last year, average prices of homes sold have increased by 18%. There are limited new construction products affordable to the average resident.

Rental Housing Needs

- On average, new multifamily units are targeted for the region's new high earners, creating a gap in supply for low-income residents.

Source(s): *US Census, 1990-2020, EMSI, Local Permit Data.*
Under the Need for Missing Middle section, region's new high earners indicates households above area median income.

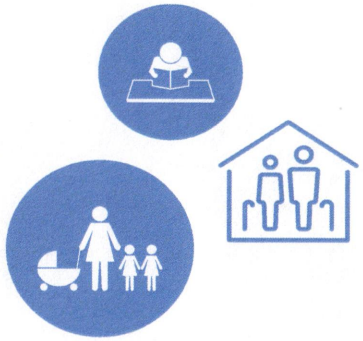
The Fargo-Moorhead Region must deliver a variety of housing typologies that are affordable and attainable in order to sustain its fast economic growth and high quality of life.



- The region has added nearly 23,000 new jobs.
- Unemployment has remained below 3%.



- Housing unit development has not kept pace with job growth.
- Development of 2-9 unit buildings has not kept pace with single family or large, multifamily development.



- 67% of renter households earning less than $50,000 are paying more than 30% of their income towards housing.
- Average prices of homes sold have increased by 18%, outpacing most renter incomes.

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between Enclave Covey, LLC, a North Dakota limited liability company (Owner), and the City of Fargo, a North Dakota municipal corporation (City).

Recitals

WHEREAS, Owner is the fee simple owner of land referred to herein as the "Subject Property", which upon platting will be legally described as provided on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, City has made public improvements and intends to make additional public improvements at a future date, as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City has established, and anticipates establishing in the future, property improvement projects, identified as Special Assessment Improvements Districts Nos. FP-19-A, BN-21-A, BN-22-A, FP-19-A4, and BN-26-D, which include storm sewer lift station, retention pond, and incidentals, Arterial construction and incidentals, including utilities and paving, and anticipated to also include new construction and incidentals, including sanitary sewer, water main, storm sewer, street lighting, and paving benefitting the Subject Property ("Projects"); and,

WHEREAS, Owner has requested a deferral of the special assessments attributable to the Projects; and

WHEREAS, the Finance Committee of the City of Fargo recommended approval of a deferral of the special assessments in accordance with Fargo Municipal Code § 3-1004.

Agreement

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Ownership. The undersigned is the owner of the Subject Property which Owner anticipates being annexed and incorporated as part of the City of Fargo.

2. Definitions.

a. "Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The 'triggering event" shall apply to all deferred special assessments to include Arterial, Collector and Local public improvements.

b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.

c. "Collector" street shall mean a roadway that has the function of collecting traffic from all other streets and discharging it onto other collectors, arterials, or highways. A collector Street is typically a 2 to 3-lane roadway with a speed limit of 25-30 mph. The collector street usually has a traffic volume between 2,500 to 7,500 vehicles/day.

d. "Local" street is a roadway designed to serve primarily to provide access to the traffic emanating from properties and discharge them onto collectors. They serve a minor role in the roadway classification system and usually have low traffic. The speed limit on a local street is typically 25 mph. The local street usually has a daily traffic volume of less than 1,500 vehicles/day.

3. Conditions Precedent. This Agreement shall become effective only upon the occurrence of all the following conditions: (1) that the Subject Property be annexed and incorporated into the municipal boundaries of the City of Fargo; (2) that the Subject Property be platted; and (3) special assessments is utilized for funding of the future infrastructure request anticipated as Special Assessment Improvements District No. BN-26-D.

4. Public Improvements to Property. Owner understands and agrees that the Projects benefit the Subject Property and that special assessments will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. § 40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, Owner hereby waives its right to protest the amount and benefit of any special assessment levied against the Subject Property for future street and utility projects assigned benefit pursuant to the Infrastructure Funding Policy in effect at the time of assignment of benefit.

5. Deferral of Certification of Special Assessment. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for the Projects, as follows (hereinafter identified as "Triggering Events"):

a. The following deferral end dates shall be applicable to each Project identified, unless earlier terminated due to development of the Subject Property as described in paragraph 5(b):

End Date	Project	Project No.
January 1, 2031	Storm Sewer Lift Station, Retention Pond, & Incidentals	FP-19-A
January 1, 2031	Arterial New Construction & Incidentals – Utilities & Paving	BN-21-A
January 1, 2031	Arterial New Construction & Incidentals – Utilities & Paving	BN-22-A
January 1, 2031	Storm Sewer Lift Station, Retention Pond, & Incidentals	FP-19-A4
January 1, 2031	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting & Paving*	BN-26-D

b. Any building permits issued for development on the Subject Property, the special assessment deferral shall end.

c. In the event that all or any portion of the Subject Property is sold by Owner, this Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. additional platting of property or building permits issued for construction).

6. Termination Upon Zoning Change. The Subject Property is being preserved by Owner for future development with AG–Agricultural zoning. Any future developments and rezoning entitlements of the Subject Property must be consistent with the City's adopted growth plan. Given the City's 2026 Land Development Code update is in process, the future zoning district of the Subject Property will either be aligned with MR-3, Multi-Dwelling Residential with Conditional Overlay for proposed Lot 3, Block 2 and Lot 1 Block 3, consistent to the zoning district documented in ordinance with the proposed Covey Ranch Third Addition for other parcels; aligned with LC, Limited Commercial with Conditional Overlay for proposed Lot 1 Block 2; or rezoned to be in alignment with 2024 Growth Plan and the anticipated 2026 Land Development Code. Any requested zoning change or growth plan amendment for any portion of the Subject Property not in alignment with either the 2024 Growth Plan, the anticipated 2026 Land Development Code, or the Zoning Overlays applied to the

* These are future anticipated property improvements and the anticipated project reference number.

remainder of the Covey Ranch Third Addition, as part of the initial application review by Planning Commission on January 6, 2026, will trigger termination of the deferral provided herein.

7. Annual Review. On or before October 1 of each year during the term of this Agreement the City will determine continued compliance with the deferral conditions for purposes of determining whether or not the special assessment deferral should continue.

8. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.

9. Assessment Amount. The total amount to be assessed shall be the entire amount of the assessments as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners.

10. Binding Agreement. This Agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

11. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this 17th day of June, 2026.

ENCLAVE COVEY, LLC,
a North Dakota limited liability company

By: Enclave Manager, LLC, Manager

By: Austin J. Morris
Manager of Enclave Manager, LLC

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 17th day of June, 2026, before me, a notary public in and for said county and state, personally appeared Austin J. Morris, Manager of Enclave Manager, LLC, a North Dakota limited liability company, the Manager of Enclave Covey, LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

Notary Public
Cass County, North Dakota

(SEAL)

JESSICA L'HEUREUX
Notary Public
State of North Dakota
My Commission Expires Aug. 1, 2026

Dated this ___ day of _____, 2026.

CITY OF FARGO, a North Dakota municipal corporation

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

ATTEST:

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

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ___ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and ANGIE BEAR, to me known to be the Mayor and Deputy Auditor on behalf of the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL)

Exhibit "A"

Lot 1, Block 3 of Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

Exhibit "B"

FP-19-A	Storm Sewer Lift Station, Retention Pond, & Incidentals
BN-21-A	Arterial New Construction & Incidentals – Utilities & Paving
BN-22-A	Arterial New Construction & Incidentals – Utilities & Paving
FP-19-A4	Storm Sewer Lift Station, Retention Pond, & Incidentals
BN-26-D	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving[†]

[†] Denotes future anticipated property improvements and project reference number.

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between Enclave Covey, LLC, a North Dakota limited liability company (Owner), and the City of Fargo, a North Dakota municipal corporation (City).

Recitals

WHEREAS, Owner is the fee simple owner of land referred to herein as the "Subject Property", which upon platting will be legally described as provided on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, City has made public improvements and intends to make additional public improvements at a future date, as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City has established, and anticipates establishing in the future, property improvement projects, identified as Special Assessment Improvements Districts Nos. FP-19-A, BN-21-A, BN-22-A, FP-19-A4, and BN-26-D, which include storm sewer lift station, retention pond, and incidentals, Arterial construction and incidentals, including utilities and paving, and anticipated to also include new construction and incidentals, including sanitary sewer, water main, storm sewer, street lighting, and paving benefitting the Subject Property ("Projects"); and,

WHEREAS, Owner has requested a deferral of the special assessments attributable to the Projects; and

WHEREAS, the Finance Committee of the City of Fargo recommended approval of a deferral of the special assessments in accordance with Fargo Municipal Code § 3-1004.

Agreement

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Ownership. The undersigned is the owner of the Subject Property which Owner anticipates being annexed and incorporated as part of the City of Fargo.

2. Definitions.

a. "Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The 'triggering event" shall apply to all deferred special assessments to include Arterial, Collector and Local public improvements.

b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.

c. "Collector" street shall mean a roadway that has the function of collecting traffic from all other streets and discharging it onto other collectors, arterials, or highways. A collector Street is typically a 2 to 3-lane roadway with a speed limit of 25-30 mph. The collector street usually has a traffic volume between 2,500 to 7,500 vehicles/day.

d. "Local" street is a roadway designed to serve primarily to provide access to the traffic emanating from properties and discharge them onto collectors. They serve a minor role in the roadway classification system and usually have low traffic. The speed limit on a local street is typically 25 mph. The local street usually has a daily traffic volume of less than 1,500 vehicles/day.

3. Conditions Precedent. This Agreement shall become effective only upon the occurrence of all the following conditions: (1) that the Subject Property be annexed and incorporated into the municipal boundaries of the City of Fargo; (2) that the Subject Property be platted; and (3) special assessments is utilized for funding of the future infrastructure request anticipated as Special Assessment Improvements District No. BN-26-D.

4. Public Improvements to Property. Owner understands and agrees that the Projects benefit the Subject Property and that special assessments will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. § 40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, Owner hereby waives its right to protest the amount and benefit of any special assessment levied against the Subject Property for future street and utility projects assigned benefit pursuant to the Infrastructure Funding Policy in effect at the time of assignment of benefit.

5. Deferral of Certification of Special Assessment. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for the Projects, as follows (hereinafter identified as "Triggering Events"):

a. The following deferral end dates shall be applicable to each Project identified, unless earlier terminated due to development of the Subject Property as described in paragraph 5(b):

End Date	Project	Project No.
January 1, 2031	Storm Sewer Lift Station, Retention Pond, & Incidentals	FP-19-A
January 1, 2031	Arterial New Construction & Incidentals – Utilities & Paving	BN-21-A
January 1, 2031	Arterial New Construction & Incidentals – Utilities & Paving	BN-22-A
January 1, 2031	Storm Sewer Lift Station, Retention Pond, & Incidentals	FP-19-A4
January 1, 2031	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting & Paving*	BN-26-D

b. Any building permits issued for development on the Subject Property, the special assessment deferral shall end.

c. In the event that all or any portion of the Subject Property is sold by Owner, this Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. additional platting of property or building permits issued for construction).

6. Termination Upon Zoning Change. The Subject Property is being preserved by Owner for future development with AG–Agricultural zoning. Any future developments and rezoning entitlements of the Subject Property must be consistent with the City's adopted growth plan. Given the City's 2026 Land Development Code update is in process, the future zoning district of the Subject Property will either be aligned with MR-3, Multi-Dwelling Residential with Conditional Overlay for proposed Lot 3, Block 2 and Lot 1 Block 3, consistent to the zoning district documented in ordinance with the proposed Covey Ranch Third Addition for other parcels; aligned with LC, Limited Commercial with Conditional Overlay for proposed Lot 1 Block 2; or rezoned to be in alignment with 2024 Growth Plan and the anticipated 2026 Land Development Code. Any requested zoning change or growth plan amendment for any portion of the Subject Property not in alignment with either the 2024 Growth Plan, the anticipated 2026 Land Development Code, or the Zoning Overlays applied to the

* These are future anticipated property improvements and the anticipated project reference number.

remainder of the Covey Ranch Third Addition, as part of the initial application review by Planning Commission on January 6, 2026, will trigger termination of the deferral provided herein.

7. Annual Review. On or before October 1 of each year during the term of this Agreement the City will determine continued compliance with the deferral conditions for purposes of determining whether or not the special assessment deferral should continue.

8. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.

9. Assessment Amount. The total amount to be assessed shall be the entire amount of the assessments as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners.

10. Binding Agreement. This Agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

11. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this 17th day of June, 2026.

ENCLAVE COVEY, LLC,
a North Dakota limited liability company

By: Enclave Manager, LLC, Manager

By: Austin J. Morris
Manager of Enclave Manager, LLC

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 17th day of June, 2026, before me, a notary public in and for said county and state, personally appeared Austin J. Morris, Manager of Enclave Manager, LLC, a North Dakota limited liability company, the Manager of Enclave Covey, LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

Jessica L'Heureux
Notary Public
Cass County, North Dakota

(SEAL)

JESSICA L'HEUREUX
Notary Public
State of North Dakota
My Commission Expires Aug. 1, 2026

Dated this ___ day of _____, 2026.

CITY OF FARGO, a North Dakota municipal corporation

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

ATTEST:

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

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ___ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and ANGIE BEAR, to me known to be the Mayor and Deputy Auditor on behalf of the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL)

Exhibit "A"

Lot 1, Block 2 of Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

Exhibit "B"

FP-19-A	Storm Sewer Lift Station, Retention Pond, & Incidentals
BN-21-A	Arterial New Construction & Incidentals – Utilities & Paving
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[†] Denotes future anticipated property improvements and project reference number.

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between Enclave Covey, LLC, a North Dakota limited liability company (Owner), and the City of Fargo, a North Dakota municipal corporation (City).

Recitals

WHEREAS, Owner is the fee simple owner of land referred to herein as the "Subject Property", which upon platting will be legally described as provided on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, City has made public improvements and intends to make additional public improvements at a future date, as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City has established, and anticipates establishing in the future, property improvement projects, identified as Special Assessment Improvements Districts Nos. FP-19-A, BN-21-A, BN-22-A, FP-19-A4, and BN-26-D, which include storm sewer lift station, retention pond, and incidentals, Arterial construction and incidentals, including utilities and paving, and anticipated to also include new construction and incidentals, including sanitary sewer, water main, storm sewer, street lighting, and paving benefitting the Subject Property ("Projects"); and,

WHEREAS, Owner has requested a deferral of the special assessments attributable to the Projects; and

WHEREAS, the Finance Committee of the City of Fargo recommended approval of a deferral of the special assessments in accordance with Fargo Municipal Code § 3-1004.

Agreement

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties hereto as follows:

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a. "Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The 'triggering event" shall apply to all deferred special assessments to include Arterial, Collector and Local public improvements.

b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.

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3. Conditions Precedent. This Agreement shall become effective only upon the occurrence of all the following conditions: (1) that the Subject Property be annexed and incorporated into the municipal boundaries of the City of Fargo; (2) that the Subject Property be platted; and (3) special assessments is utilized for funding of the future infrastructure request anticipated as Special Assessment Improvements District No. BN-26-D.

4. Public Improvements to Property. Owner understands and agrees that the Projects benefit the Subject Property and that special assessments will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. § 40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, Owner hereby waives its right to protest the amount and benefit of any special assessment levied against the Subject Property for future street and utility projects assigned benefit pursuant to the Infrastructure Funding Policy in effect at the time of assignment of benefit.

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January 1, 2031	Storm Sewer Lift Station, Retention Pond, & Incidentals	FP-19-A4
January 1, 2031	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting & Paving*	BN-26-D

b. Any building permits issued for development on the Subject Property, the special assessment deferral shall end.

c. In the event that all or any portion of the Subject Property is sold by Owner, this Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. additional platting of property or building permits issued for construction).

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* These are future anticipated property improvements and the anticipated project reference number.

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10. Binding Agreement. This Agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

11. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this 17th day of June, 2026.

ENCLAVE COVEY, LLC,
a North Dakota limited liability company

By: Enclave Manager, LLC, Manager

By: Austin J. Morris
Manager of Enclave Manager, LLC

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 17th day of June, 2026, before me, a notary public in and for said county and state, personally appeared Austin J. Morris, Manager of Enclave Manager, LLC, a North Dakota limited liability company, the Manager of Enclave Covey, LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

Notary Public
Cass County, North Dakota

(SEAL)

JESSICA L'HEUREUX
Notary Public
State of North Dakota
My Commission Expires Aug. 1, 2026

Dated this ___ day of _____, 2026.

CITY OF FARGO, a North Dakota municipal corporation

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

ATTEST:

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

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ___ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and ANGIE BEAR, to me known to be the Mayor and Deputy Auditor on behalf of the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL)

Exhibit "A"

Lot 3, Block 2 of Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

Exhibit "B"

FP-19-A	Storm Sewer Lift Station, Retention Pond, & Incidentals
BN-21-A	Arterial New Construction & Incidentals – Utilities & Paving
BN-22-A	Arterial New Construction & Incidentals – Utilities & Paving
FP-19-A4	Storm Sewer Lift Station, Retention Pond, & Incidentals
BN-26-D	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving[†]

[†] Denotes future anticipated property improvements and project reference number.

NOTE: This Project is using SRF Loan Funds and Federal Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included with your bid. This Project will comply with SRF and Federal requirements. In the event of a discrepancy between City of Fargo contracting requirements and SRF and Federal contracting requirements, the SRF and Federal contracting requirements shall prevail.

APPROVED
By the Board of City Commissioners

CONTRACT

THIS AGREEMENT, is made and entered into this 8 day of June, 2026 , by and between the City of Fargo, North Dakota, (the "City") a political subdivision and municipal corporation of the State of North Dakota, by the City Commission; and Key Contracting Inc. (the "Contractor").

Contractor is hereby awarded the Contract to construct LS #40 Rehab Project NR-26-C3 in accordance with the attached Proposal. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the Special Instructions to Bidders and the plans mentioned therein and the City of Fargo Standard Specifications for Construction in effect at the time of the bid opening, and under penalty expressed in the attached bond, which are hereby declared and accepted as essential parts of the unit prices named in the Proposal.

What the Contract Price Includes

The price in the Proposal is for the completed work, and includes the furnishing of all the materials, labor, tools and appliances, and all expenses, direct and indirect, connected with the proper execution of the work in accordance with the plans, profiles and specifications for the work, and maintaining the same until it is accepted by the City Commission.

Extra Work Part of Contract

When directed in writing by the City Engineer or an authorized representative ("City Engineer" inclusively) to do so, the Contractor shall furnish material and do extra work connected with or necessary to the proper completion of the work. Prices for extra work will be agreed upon by the City Engineer or an authorized representative and the Contractor as specified in Section 9000 of the Standard Specifications for Construction.

Bills for Extra Work

Within thirty (30) days of completion of the extra work authorized by "Contractors Order," as defined in the City of Fargo Standard Specifications for Construction, the Contractor shall present to the City Engineer or an authorized representative the "Contractor's Order," and a full and complete itemized statement of extra work, and the date the extra work was completed. City Engineer or an authorized representative shall certify the correctness of the amount and character of labor performed and materials furnished and add it to the estimate of the amount due the Contractor. A "Contractor's Order" for extra work not presented within 30 days of completion will not be paid.

Inspection

All materials furnished by the Contractor are subject to the inspection and approval of the City Engineer or an authorized representative at all times during the progress of the work, and until the final completion of the same. Contractor shall allow sufficient time to enable the City Engineer or an authorized representative to make the proper tests and inspection. As soon as the materials are tested and inspected, the Contractor shall immediately remove all rejected materials from the work and to such a point distant there from as the City Engineer or authorized representative may require. No materials shall be used before being inspected and approved by the City Engineer or authorized representative. Failure of the City Engineer or authorized representative to condemn or reject inferior materials or work does not imply acceptance of the same should their inferiority become evident at any time.

The Contractor shall furnish at their own expense such labor as may be required to enable a thorough

inspection and culling of all materials.

Obstruction, Guard and Contractor's Liability

The Contractor shall follow Section 4100 of the Standard Specifications for Construction in all cases to maintain a safe passageway at all road crossings, crosswalks and street intersections, and shall do all other things necessary to prevent accidents or loss of any kind, and shall save the City harmless forever from any and all damages, costs, and expenses resulting from the neglect or failure of the Contractor in the performance of this Contract, to properly protect the public and employees from injury to person or property.

Property Liable to Damages

The Contractor shall be liable for any and all damage to public and private utilities, including but not limited to, water, gas, steam or other pipes, flumes, poles or conduits or other property owned by any person or corporation. Contractor shall have ten (10) days following notice from the City to repair or replace the damaged property. After ten (10) days City may arrange for such repairs or replacements to be made as necessary and deduct from any sum or sums due or to become due Contractor under this Contract the cost thereof.

The Contractor will be responsible for all survey irons and monuments, and if disturbed they will be replaced by a Registered Land Surveyor of the State of North Dakota, at the Contractor's own expense.

Contractor is responsible for damage to any underground or overhead piping, wiring, or other utility property occurring during any excavation or construction by Contractor. The Contractor, before commencing any excavation or construction, shall locate the previously mentioned underground property by contacting the following:

ND One Call 1-800-795-0555

Time of Commencement and Completion

The Contractor shall commence the work within thirty (30) days after written notice from the City, continue the work without interruption, and complete the entire Contract on or before **June 1, 2027.** Contractor's failure to satisfactorily and timely complete the Contract work shall result in a deduction by City, out of the money which may be due or become due Contractor liquidated damages in accordance with the agreed upon schedule attached hereto as Exhibit "A", fixed and determined by the parties to be liquidated damages.

Substantial completion shall consist of the following items unless otherwise noted in the Special Instructions to Bidders:

1. Projects with underground utilities: Substantial completion shall consist of the installation of all main line sewer, water, storm sewer pipe. Installation shall include testing of water main and sanitary sewer and installation of sewer and water services. All underground utilities shall be functional.
2. Projects with paving; Substantial completion requires that the curb and gutter and paving section be installed and functional. This includes driveways, sidewalks, finish grading, street lights, and signals.
3. In all other projects: Substantial completion shall mean that the specified improvement is operational and/or functional.

Final completion shall consist of completing remaining items and the repair of all punch list and clean up items.

At any time before expiration of the original or extended Contract time, a written request may be made to the City Engineer for additional time to complete the Contract. The request shall be supported by adequate documentation stating the reasons and basis for the request. The City Engineer's determination will consider to what extent the delays were caused by conditions beyond the Contractor's control that may be offset by time lost due to the failure to diligently prosecute the work or to other conditions within the Contractor's

control. A plea that insufficient time was specified is not a valid reason for a time extension. A time extension will not be considered for inclement weather or for the time period from November 15 to April 15.

Contractor must pay City liquidated damages for failure to timely complete the Contract work irrespective of whether there are monies due on the Contract.

Claim for Damages

Delay occasioned by any act or omission over which the Contractor has no control, or on the part of the City, may entitle the Contractor to an extension of time in which to complete the work. Contractor shall give notice in writing to the City Commission of the cause of such delay within thirty (30) days, yet in no case after the expiration of the original or extended Contract time.

Subletting

The Contractor shall not assign or sublet the whole or any portion of the Contract work (except for the supply of materials, equipment and tools) without first obtaining the written consent of the City Engineer. Consent given does not release the Contractor from responsibility. Contractor shall be held accountable the same as if no consent had been given. The Contractor will be required to give their personal attention to the work.

Specifications, Plans and Stakes

The work shall be done in strict conformity to the plans, profiles and specifications and to the exact lines and grades as defined by the City Engineer.

Cleaning Up

Immediately upon the completion of the work on each block, the Contractor shall at their cost and expense, clean up and remove all refuse materials of every kind resulting from the work. If Contractor fails to clean up and remove refuse within twenty-four (24) hours after having been notified by the City Engineer or authorized representative, the work may be done by the City and the cost thereof charged to the Contractor or deducted from the amount due the Contractor on their estimate.

Orders

Whenever the Contractor is not present on any part of the work where it may be necessary to give instructions, orders may be given by the City Engineer or authorized representative to the superintendent or foreman who may have charge of the particular work in question, and such orders shall be obeyed.

Defective Work

The Contractor, upon being so directed by the City Engineer or authorized representative, shall suspend, remove or reconstruct, or make good without charge any work which they may consider to be defectively executed.

Competent Workers to be Employed

The Contractor shall provide and have at all times a competent Superintendent in charge of the overall Project who will be personally available at the site of the work within 24 hours notice. This Superintendent may be either the Contractor himself or a responsible employee who has been authorized to act in the Contractor's behalf. This individual shall be fully authorized to:

(a) Conduct all business with the subcontractors.

(b) Negotiate and execute all Contract change orders or directly coordinate with the Contractor on such matters.

(c) Execute the orders and directions of the Engineer or authorized representative without delay.

(d) Promptly supply the materials, equipment, tools, labor, and incidentals necessary for prosecution of the work.

At all times while work is actually being performed, the Contractor shall have at the site of the work a

competent individual who is:
(a) Authorized and fully capable of managing, directing, and coordinating the work in progress.
(b) Thoroughly experienced in the type of work being performed.
(c) Capable of reading and thoroughly understanding the Plans and Specifications.
(d) Authorized to receive instructions from the Engineer or authorized representative.
If this individual is an employee of someone other than the Contractor, the Contractor shall notify the Engineer or authorized representative as to who will act in the supervisory capacity stated above. This individual and the Superintendent having overall responsibility for the Project may be one and the same person if constantly available in person on the Project and fully qualified in all other respects.

If any person employed by the Contractor appears incompetent, disorderly, or disobedient to the City Engineer or authorized representative, they shall be discharged immediately upon request of the City Engineer or authorized representative and shall not again be employed upon the work without the consent of the City Engineer or authorized representative.

Contractor must give preference in accordance with N. D. Cent. Code section 43-07-20 to the employment of bona fide North Dakota residents, as determined by section 54-01-26, with preference given first to honorably discharged disabled veterans and veterans of the armed forces of the United States, as defined in section 37-19.1-01, who are deemed to be qualified in the performance of that work.

Order of Executing Work
The Contractor shall commence work at such point or points as the City Engineer or authorized representative may direct, and shall conform to their directions as to the order and time in which different parts of the work shall be done.

When a Contractor has more than one Contract with the City at the same time, they shall have sufficient workers, machinery, tools and material upon the work to complete each Contract in the manner and within the time specified in each separate Contract, and they shall not remove workers, machinery, tools or materials from one Contract job to another without the written consent of the City Engineer or authorized representative. Nor shall Contractor commence work on a new Contract job while in default on an existing Contract without the written permission of the City Engineer.

Failure to Pay for Labor and Materials
If Contractor fails to pay laborers, or for materials used, the City may make such payments from monies due the Contractor, at the City's discretion necessary to protect laborers and material suppliers.

Laws and Ordinances to be Observed
Contractor must abide by all applicable laws. Contractor shall indemnify the City against all claims, damages, suits, actions and expenses, including reasonable attorney's fees to the property of the City of any person, caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Contract, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Contract. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Contract, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Contract for the indemnity of the City.

Failure to Prosecute Work Vigorously

Contractor shall commence work under this Contract within thirty (30) days after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a Contract breach, and the Contractor and surety shall be liable for the full amount of the Contract.

If, at any time during the prosecution of the work, in the opinion of the City Engineer, Contractor is not employing the necessary resources to timely complete the Contract, or performing in an un-workmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a Contract breach and the Contractor and surety shall be liable on their bond for the full amount of the Contract price.

The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo; and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

Neither the abandonment of this Contract by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

Payments

The City may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the City Engineer make payment to a Contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.

The Contractor shall be paid by the City according to the certified statement furnished by the City Engineer and approved by the City Commission, and the payment shall be made in warrants drawn on the Project Name, Improvement District No. Improvement District Number fund of said City, with interest at seven (7%) percent per annum or in cash as stated below. The City assumes and incurs no general liability under this Contract for any sum to be raised by general taxation and reserves the right, at its option, to sell such warrants for cash, and from the proceeds thereof pay the Contractor the amount due them under this Contract.

The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0 – 90%	5%
91 – 100%	1 – 5%*

*Reduction of retainage is at the discretion of the City Engineer based on the progress of the contract.

Guarantee

Contractor guarantees the Contract work will remain in good condition for the period of one (1) year from the date of completion, ordinary wear excepted. Contractor is financially responsible for any repairs necessary to maintain the Contract work in good condition within one year from completion, ordinary wear excepted.

The determination of the necessity for repairs above mentioned rests entirely with the City Commission whose decision upon the matter shall be final and obligatory upon the Contractor.

If the termination of the said period of one (1) year after the completion and acceptance of the work done under this Contract shall fall within the months of November, December, January, February, March or April, then in that case said months shall not be included in the computation of the said period of one (1)

year, but said period shall be held and understood to terminate on the 15th day of May next thereafter, unless otherwise permitted by the City Commission. It is hereby expressly understood and agreed that the City shall not finally accept the work before the date specified by the City Commission, and that only in case the Contractor shall serve upon the City Commission in writing a notice that they desire the City to accept or reject the work within thirty (30) days after the service of such notice.

Miscellaneous

No work will be done on Sunday except in case of emergency. The City Commission can waive this provision if the Contractor sufficiently establishes an emergency exists.

Federal Requirements

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the Metro Flood Diversion Authority ("Purchaser") and the United States Environmental Protection Agency ("EPA") that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

Civil Rights Obligations

Contractor shall comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
c. The Age Discrimination Act of 1975, which prohibits age discrimination.
d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
e. 40 CFR Part 7, as it relates to the foregoing.
f. Executive Order No. 11246

Equal Employment Opportunity EO. 11246, 30 FR 12319, September 28, 1965

The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended

in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) located at 41 CFR 60-4.3:

1) As used in these specifications:

   a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d) "Minority" includes:

      i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its

affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor

by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41

CFR 60-4.8.

14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Segregated Facilities, 41 CRF 60-1.8

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) located at 41 CFR § 60-4.2:

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	**Goals for minority participation for each trade**	**Goals for female participation in each trade**
	0.7%[1]	6.9%[2]

[1] Goals can be found at: https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf

[2] Nationwide goal for all covered areas

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fargo, North Dakota.

Participation by Disadvantaged Business Enterprises in Procurement under EPA Financial Assistance Agreements, 73 FR 15904

Contractor agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp. Contractor shall comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Davis-Bacon Wage Requirement:

(a) In any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The WIFIA assistance recipient, Metro Flood Diversion Authority, on behalf of the U.S. Environmental Protection Agency (EPA), shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFIA assistance recipient shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the WIFIA assistance recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to the Administrator of the Wage and Hour Division (WHD Administrator), U.S. Department of Labor, Washington, DC 20210. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise

the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the WIFIA assistance recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the WIFIA assistance recipient shall refer the questions, including the views of all interested parties and the recommendation of the WIFIA assistance recipient, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Fargo, shall upon written request of the WIFIA Director or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the WIFIA Director may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the

Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Fargo. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City of Fargo, for transmission to the EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City of Fargo).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(ii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of [name of the borrower, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA may, after written notice to the [name of WIFIA borrower], take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the WHD Administrator determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the

Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City of Fargo, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section shall be inserted in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the conract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employedon such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth inparagraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Fargo shall upon its own action or upon written request of an authorized representative of the Department of Labor, or the EPA, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contractfor all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the EPA shall cause or require the City of Fargo to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the City of Fargo, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Debarment and Suspension, Executive Order 12549, 51 FR 6370, February 21, 1986

Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

FEDERAL LOBBYING RESTRICTIONS. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City of Fargo the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

SRF Specification Insert

The terms of the SRF Specification Insert attached hereto as Attachment A are incorporated herein and shall be considered part of this Contract.

This Contract with all its forms, plans, profiles, specifications and stipulations shall be binding upon the heirs, executors, administrators or assigns of the said Contractor, and upon the successors or assigns of the City as if each and all of them had been specifically mentioned.

IN WITNESS WHEREOF, the City Commission of the City of Fargo, by its Mayor, has made and executed

this Contract on behalf of said City, and has caused the seal of said City to be hereto affixed and the Contractor has hereunto set their hand and seal the day and year first above written.

CITY OF FARGO (a Municipal Corporation)

by_____(CITY SEAL)
Mayor of the City of Fargo

by_____(SEAL)
Key Contracting Inc.

ATTEST:

APPROVED AS TO FORM

_____20_____

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

_____
CITY ATTORNEY

Conforms with The American Institute of Architects, A.I.A. Document A312 (2010 Edition)

APPROVED
By the Board of City Commissioners

Bond #7491308

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Key Contracting, Inc.
245 7th Avenue NE
West Fargo, North Dakota 58078

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
PO Box 1635
Milwaukee, Wisconsin, 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Fargo
225 4th Street North
Fargo, North Dakota 58108

CONSTRUCTION CONTRACT
Date: 06/08/2026

Amount: $571,947.00

Description:
(Name and location)
LS #40 Rehab Project NR-26-C3

BOND
Date: 06/08/2026
(Not earlier than Construction Contract Date)

Amount: $571,947.00

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Key Contracting, Inc.

Signature: _____
Name and Title: Thomas Martin, President

SURETY
Company: *(Corporate Seal)*
OLD REPUBLIC SURETY COMPANY

Signature: _____
Name and Title: Larry W. Werlinger, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

APPROVED AS TO FORM
_____ 20____

_____
CITY ATTORNEY

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner. to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion ofthe Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1,5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
		OLD REPUBLIC SURETY COMPANY	
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

Conforms with The American Institute of Architects, A.I.A. Document A312 (2010 Edition)

APPROVED
By the Board of City Commissioners

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Key Contracting, Inc.
245 7th Avenue NE
West Fargo, North Dakota 58078

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
PO Box 1635
Milwaukee, Wisconsin 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Fargo
225 4th Street North
Fargo, North Dakota 58108

CONSTRUCTION CONTRACT
Date: 06/08/2026

Amount: $571,947.00

Description:
(Name and location)
LS #40 Rehab Project NR-26-C3

BOND
Date: 06/08/2026
(Not earlier than Construction Contract Date)

Amount: $571,947.00

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Key Contracting, Inc.

Signature: _____
Name and Title: Thomas Martin, President

SURETY
Company: *(Corporate Seal)*
OLD REPUBLIC SURETY COMPANY

Signature: _____
Name and Title: Larry W. Werlinger, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

APPROVED AS TO FORM
_____ 20____

_____
CITY ATTORNEY

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company: OLD REPUBLIC SURETY COMPANY	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ROSE M. KRAUSE, LARRY W. WERLINGER, EVAN WILCOX

of FARGO, ND

its true and lawful Attorney(s)-In-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-In-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of April, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of April, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5667

ORSC 22262 (3-06)

Signed and sealed at the City of Brookfield, WI this 08 day of June, 2026.

Karen J. Haffner
Assistant Secretary

INSURE FORWARD, INC.

ACKNOWLEDGMENT OF PRINCIPAL

State of ND

County of Cass

On this 8th day of June, 2026, before me a Notary Public in and for the State of North Dakota personally appeared Thomas Martin known to me to be the President of the principal described in the within instrument and who executed the same and acknowledge to me that he executed the same for on behalf of the said principal.

(Seal)

AMELIA K CALLIES
Notary Public
State of North Dakota
My Commission Expires September 18, 2027

Amelia K. Callies

Notary Public

My commission expires 9/18/27

ACKNOWLEDGMENT OF SURETY

State of North Dakota

County of Cass

On this 8th day of June, 2026, before me a Notary Public in and for the State of NORTH DAKOTA personally appeared Larry W. Werlinger known to me to be the Attorney in fact of the Surety described in the within instrument and who executed the same and acknowledge to me that he executed the same for on behalf of the said principal.

(Seal)

TRISH ENGER
Notary Public
State of North Dakota
My Commission Expires June 24, 2029

Notary Public

My commission expires 6/24/29

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kim Rogen	
INSURE FORWARD 5650 37th Ave S Fargo ND 58104	PHONE (A/C, No, Ext): (701) 293-9540	FAX (A/C, No): (701) 293-3338
	E-MAIL ADDRESS: kim.rogen@insureforward.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Mutual Insurance Co	15377
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Key Contracting, Inc.
Center at Seventh; Key Equipment LLC
245 7th Avenue NE
West Fargo ND 58078

COVERAGES **CERTIFICATE NUMBER:** 26/27 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		CPP107020014	03/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Stop Gap	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			CPP106880813	03/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			UMB101152214	03/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV100869714	03/01/2026	01/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rental Equipment Installation Floater			CPP107023214	03/01/2026	01/01/2027	Limit Limit	$500,000 $500,000

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

Project: LS #40 Rehab Project NR-26-C3

CERTIFICATE HOLDER

City of Fargo
225 4th Street N
Fargo ND 58108

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kim Rogen

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NOTE: This Project is using SRF Loan Funds and Federal Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included with your bid. This Project will comply with SRF and Federal requirements. In the event of a discrepancy between City of Fargo contracting requirements and SRF and Federal contracting requirements, the SRF and Federal contracting requirements shall prevail.

APPROVED
By the Board of City Commissioners

CONTRACT

~~THIS AGREEMENT, is made and~~ entered into this 8 day of June, 2026 , by and between the City of Fargo, North Dakota, (the "City") a political subdivision and municipal corporation of the State of North Dakota, by the City Commission; and JDP Electric Inc. (the "Contractor").

Contractor is hereby awarded the Contract to construct LS #40 Rehab Project NR-26-C4 in accordance with the attached Proposal. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the Special Instructions to Bidders and the plans mentioned therein and the City of Fargo Standard Specifications for Construction in effect at the time of the bid opening, and under penalty expressed in the attached bond, which are hereby declared and accepted as essential parts of the unit prices named in the Proposal.

What the Contract Price Includes
The price in the Proposal is for the completed work, and includes the furnishing of all the materials, labor, tools and appliances, and all expenses, direct and indirect, connected with the proper execution of the work in accordance with the plans, profiles and specifications for the work, and maintaining the same until it is accepted by the City Commission.

Extra Work Part of Contract
When directed in writing by the City Engineer or an authorized representative ("City Engineer" inclusively) to do so, the Contractor shall furnish material and do extra work connected with or necessary to the proper completion of the work. Prices for extra work will be agreed upon by the City Engineer or an authorized representative and the Contractor as specified in Section 9000 of the Standard Specifications for Construction.

Bills for Extra Work
Within thirty (30) days of completion of the extra work authorized by "Contractors Order," as defined in the City of Fargo Standard Specifications for Construction, the Contractor shall present to the City Engineer or an authorized representative the "Contractor's Order," and a full and complete itemized statement of extra work, and the date the extra work was completed. City Engineer or an authorized representative shall certify the correctness of the amount and character of labor performed and materials furnished and add it to the estimate of the amount due the Contractor. A "Contractor's Order" for extra work not presented within 30 days of completion will not be paid.

Inspection
All materials furnished by the Contractor are subject to the inspection and approval of the City Engineer or an authorized representative at all times during the progress of the work, and until the final completion of the same. Contractor shall allow sufficient time to enable the City Engineer or an authorized representative to make the proper tests and inspection. As soon as the materials are tested and inspected, the Contractor shall immediately remove all rejected materials from the work and to such a point distant there from as the City Engineer or authorized representative may require. No materials shall be used before being inspected and approved by the City Engineer or authorized representative. Failure of the City Engineer or authorized representative to condemn or reject inferior materials or work does not imply acceptance of the same should their inferiority become evident at any time.

The Contractor shall furnish at their own expense such labor as may be required to enable a thorough

inspection and culling of all materials.

Obstruction, Guard and Contractor's Liability

The Contractor shall follow Section 4100 of the Standard Specifications for Construction in all cases to maintain a safe passageway at all road crossings, crosswalks and street intersections, and shall do all other things necessary to prevent accidents or loss of any kind, and shall save the City harmless forever from any and all damages, costs, and expenses resulting from the neglect or failure of the Contractor in the performance of this Contract, to properly protect the public and employees from injury to person or property.

Property Liable to Damages

The Contractor shall be liable for any and all damage to public and private utilities, including but not limited to, water, gas, steam or other pipes, flumes, poles or conduits or other property owned by any person or corporation. Contractor shall have ten (10) days following notice from the City to repair or replace the damaged property. After ten (10) days City may arrange for such repairs or replacements to be made as necessary and deduct from any sum or sums due or to become due Contractor under this Contract the cost thereof.

The Contractor will be responsible for all survey irons and monuments, and if disturbed they will be replaced by a Registered Land Surveyor of the State of North Dakota, at the Contractor's own expense.

Contractor is responsible for damage to any underground or overhead piping, wiring, or other utility property occurring during any excavation or construction by Contractor. The Contractor, before commencing any excavation or construction, shall locate the previously mentioned underground property by contacting the following:

ND One Call 1-800-795-0555

Time of Commencement and Completion

The Contractor shall commence the work within thirty (30) days after written notice from the City, continue the work without interruption, and complete the entire Contract on or before **June 1, 2027.** Contractor's failure to satisfactorily and timely complete the Contract work shall result in a deduction by City, out of the money which may be due or become due Contractor liquidated damages in accordance with the agreed upon schedule attached hereto as Exhibit "A", fixed and determined by the parties to be liquidated damages.

Substantial completion shall consist of the following items unless otherwise noted in the Special Instructions to Bidders:

1. Projects with underground utilities: Substantial completion shall consist of the installation of all main line sewer, water, storm sewer pipe. Installation shall include testing of water main and sanitary sewer and installation of sewer and water services. All underground utilities shall be functional.
2. Projects with paving; Substantial completion requires that the curb and gutter and paving section be installed and functional. This includes driveways, sidewalks, finish grading, street lights, and signals.
3. In all other projects: Substantial completion shall mean that the specified improvement is operational and/or functional.

Final completion shall consist of completing remaining items and the repair of all punch list and clean up items.

At any time before expiration of the original or extended Contract time, a written request may be made to the City Engineer for additional time to complete the Contract. The request shall be supported by adequate documentation stating the reasons and basis for the request. The City Engineer's determination will consider to what extent the delays were caused by conditions beyond the Contractor's control that may be offset by time lost due to the failure to diligently prosecute the work or to other conditions within the Contractor's

control. A plea that insufficient time was specified is not a valid reason for a time extension. A time extension will not be considered for inclement weather or for the time period from November 15 to April 15.

Contractor must pay City liquidated damages for failure to timely complete the Contract work irrespective of whether there are monies due on the Contract.

Claim for Damages

Delay occasioned by any act or omission over which the Contractor has no control, or on the part of the City, may entitle the Contractor to an extension of time in which to complete the work. Contractor shall give notice in writing to the City Commission of the cause of such delay within thirty (30) days, yet in no case after the expiration of the original or extended Contract time.

Subletting

The Contractor shall not assign or sublet the whole or any portion of the Contract work (except for the supply of materials, equipment and tools) without first obtaining the written consent of the City Engineer. Consent given does not release the Contractor from responsibility. Contractor shall be held accountable the same as if no consent had been given. The Contractor will be required to give their personal attention to the work.

Specifications, Plans and Stakes

The work shall be done in strict conformity to the plans, profiles and specifications and to the exact lines and grades as defined by the City Engineer.

Cleaning Up

Immediately upon the completion of the work on each block, the Contractor shall at their cost and expense, clean up and remove all refuse materials of every kind resulting from the work. If Contractor fails to clean up and remove refuse within twenty-four (24) hours after having been notified by the City Engineer or authorized representative, the work may be done by the City and the cost thereof charged to the Contractor or deducted from the amount due the Contractor on their estimate.

Orders

Whenever the Contractor is not present on any part of the work where it may be necessary to give instructions, orders may be given by the City Engineer or authorized representative to the superintendent or foreman who may have charge of the particular work in question, and such orders shall be obeyed.

Defective Work

The Contractor, upon being so directed by the City Engineer or authorized representative, shall suspend, remove or reconstruct, or make good without charge any work which they may consider to be defectively executed.

Competent Workers to be Employed

The Contractor shall provide and have at all times a competent Superintendent in charge of the overall Project who will be personally available at the site of the work within 24 hours notice. This Superintendent may be either the Contractor himself or a responsible employee who has been authorized to act in the Contractor's behalf. This individual shall be fully authorized to:

(a) Conduct all business with the subcontractors.

(b) Negotiate and execute all Contract change orders or directly coordinate with the Contractor on such matters.

(c) Execute the orders and directions of the Engineer or authorized representative without delay.

(d) Promptly supply the materials, equipment, tools, labor, and incidentals necessary for prosecution of the work.

At all times while work is actually being performed, the Contractor shall have at the site of the work a

competent individual who is:
(a) Authorized and fully capable of managing, directing, and coordinating the work in progress.
(b) Thoroughly experienced in the type of work being performed.
(c) Capable of reading and thoroughly understanding the Plans and Specifications.
(d) Authorized to receive instructions from the Engineer or authorized representative.
If this individual is an employee of someone other than the Contractor, the Contractor shall notify the Engineer or authorized representative as to who will act in the supervisory capacity stated above. This individual and the Superintendent having overall responsibility for the Project may be one and the same person if constantly available in person on the Project and fully qualified in all other respects.

If any person employed by the Contractor appears incompetent, disorderly, or disobedient to the City Engineer or authorized representative, they shall be discharged immediately upon request of the City Engineer or authorized representative and shall not again be employed upon the work without the consent of the City Engineer or authorized representative.

Contractor must give preference in accordance with N. D. Cent. Code section 43-07-20 to the employment of bona fide North Dakota residents, as determined by section 54-01-26, with preference given first to honorably discharged disabled veterans and veterans of the armed forces of the United States, as defined in section 37-19.1-01, who are deemed to be qualified in the performance of that work.

Order of Executing Work
The Contractor shall commence work at such point or points as the City Engineer or authorized representative may direct, and shall conform to their directions as to the order and time in which different parts of the work shall be done.

When a Contractor has more than one Contract with the City at the same time, they shall have sufficient workers, machinery, tools and material upon the work to complete each Contract in the manner and within the time specified in each separate Contract, and they shall not remove workers, machinery, tools or materials from one Contract job to another without the written consent of the City Engineer or authorized representative. Nor shall Contractor commence work on a new Contract job while in default on an existing Contract without the written permission of the City Engineer.

Failure to Pay for Labor and Materials
If Contractor fails to pay laborers, or for materials used, the City may make such payments from monies due the Contractor, at the City's discretion necessary to protect laborers and material suppliers.

Laws and Ordinances to be Observed
Contractor must abide by all applicable laws. Contractor shall indemnify the City against all claims, damages, suits, actions and expenses, including reasonable attorney's fees to the property of the City of any person, caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Contract, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Contract. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Contract, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Contract for the indemnity of the City.

Failure to Prosecute Work Vigorously

Contractor shall commence work under this Contract within thirty (30) days after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a Contract breach, and the Contractor and surety shall be liable for the full amount of the Contract.

If, at any time during the prosecution of the work, in the opinion of the City Engineer, Contractor is not employing the necessary resources to timely complete the Contract, or performing in an un-workmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a Contract breach and the Contractor and surety shall be liable on their bond for the full amount of the Contract price.

The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo; and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

Neither the abandonment of this Contract by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

Payments

The City may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the City Engineer make payment to a Contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.

The Contractor shall be paid by the City according to the certified statement furnished by the City Engineer and approved by the City Commission, and the payment shall be made in warrants drawn on the Project Name, Improvement District No. Improvement District Number fund of said City, with interest at seven (7%) percent per annum or in cash as stated below. The City assumes and incurs no general liability under this Contract for any sum to be raised by general taxation and reserves the right, at its option, to sell such warrants for cash, and from the proceeds thereof pay the Contractor the amount due them under this Contract.

The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0 – 90%	5%
91 – 100%	1 – 5%*

*Reduction of retainage is at the discretion of the City Engineer based on the progress of the contract.

Guarantee

Contractor guarantees the Contract work will remain in good condition for the period of one (1) year from the date of completion, ordinary wear excepted. Contractor is financially responsible for any repairs necessary to maintain the Contract work in good condition within one year from completion, ordinary wear excepted.

The determination of the necessity for repairs above mentioned rests entirely with the City Commission whose decision upon the matter shall be final and obligatory upon the Contractor.

If the termination of the said period of one (1) year after the completion and acceptance of the work done under this Contract shall fall within the months of November, December, January, February, March or April, then in that case said months shall not be included in the computation of the said period of one (1)

year, but said period shall be held and understood to terminate on the 15th day of May next thereafter, unless otherwise permitted by the City Commission. It is hereby expressly understood and agreed that the City shall not finally accept the work before the date specified by the City Commission, and that only in case the Contractor shall serve upon the City Commission in writing a notice that they desire the City to accept or reject the work within thirty (30) days after the service of such notice.

Miscellaneous

No work will be done on Sunday except in case of emergency. The City Commission can waive this provision if the Contractor sufficiently establishes an emergency exists.

Federal Requirements

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the Metro Flood Diversion Authority ("Purchaser") and the United States Environmental Protection Agency ("EPA") that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

Civil Rights Obligations

Contractor shall comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
c. The Age Discrimination Act of 1975, which prohibits age discrimination.
d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
e. 40 CFR Part 7, as it relates to the foregoing.
f. Executive Order No. 11246

Equal Employment Opportunity EO, 11246, 30 FR 12319, September 28, 1965

The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended

in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) located at 41 CFR 60-4.3:

1) As used in these specifications:

   a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d) "Minority" includes:

      i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its

affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor

by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41

CFR 60-4.8.

14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Segregated Facilities, 41 CRF 60-1.8

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) located at 41 CFR § 60-4.2:

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	**Goals for minority participation for each trade**	**Goals for female participation in each trade**
	0.7%[1]	6.9%[2]

[1] Goals can be found at: https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf

[2] Nationwide goal for all covered areas

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fargo, North Dakota.

Participation by Disadvantaged Business Enterprises in Procurement under EPA Financial Assistance Agreements, 73 FR 15904

Contractor agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp. Contractor shall comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Davis-Bacon Wage Requirement:

(a) In any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The WIFIA assistance recipient, Metro Flood Diversion Authority, on behalf of the U.S. Environmental Protection Agency (EPA), shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFIA assistance recipient shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the WIFIA assistance recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to the Administrator of the Wage and Hour Division (WHD Administrator), U.S. Department of Labor, Washington, DC 20210. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise

the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the WIFIA assistance recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the WIFIA assistance recipient shall refer the questions, including the views of all interested parties and the recommendation of the WIFIA assistance recipient, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Fargo, shall upon written request of the WIFIA Director or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the WIFIA Director may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the

Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Fargo. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City of Fargo, for transmission to the EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City of Fargo).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(ii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of [name of the borrower, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA may, after written notice to the [name of WIFIA borrower], take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the WHD Administrator determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the

Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City of Fargo, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section shall be inserted in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the conract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employedon such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth inparagraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Fargo shall upon its own action or upon written request of an authorized representative of the Department of Labor, or the EPA, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contractfor all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the EPA shall cause or require the City of Fargo to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the City of Fargo, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Debarment and Suspension, Executive Order 12549, 51 FR 6370, February 21, 1986

Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

FEDERAL LOBBYING RESTRICTIONS. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City of Fargo the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

SRF Specification Insert

The terms of the SRF Specification Insert attached hereto as Attachment A are incorporated herein and shall be considered part of this Contract.

This Contract with all its forms, plans, profiles, specifications and stipulations shall be binding upon the heirs, executors, administrators or assigns of the said Contractor, and upon the successors or assigns of the City as if each and all of them had been specifically mentioned.

IN WITNESS WHEREOF, the City Commission of the City of Fargo, by its Mayor, has made and executed

this Contract on behalf of said City, and has caused the seal of said City to be hereto affixed and the Contractor has hereunto set their hand and seal the day and year first above written.

CITY OF FARGO (a Municipal Corporation)

by_____(CITY SEAL)
Mayor of the City of Fargo

by_____(SEAL)
JDP Electric Inc.

ATTEST:

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

APPROVED AS TO FORM
_____20_____

_____
CITY ATTORNEY

APPROVED
By the Board of City Commissioners

CONTRACT BOND

Bond No. 541886W

KNOW ALL PERSONS BY THESE PRESENTS: That we,
JDP Electric, Inc. hereinafter called the principal),
Ohio Farmers Insurance Company, PO Box 5001, Westfield Center, OH 44251 (hereinafter called the surety), are held firmly bound unto
City of Fargo, 225 4th Street North, Fargo, ND 58102 (hereinafter called the owner), in the sum of
$38919.00 for the payment whereof the principal and the surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has, by means of a written agreement, dated June 8, 20 26, entered into a contract with the owner for

LS #40 Rehab Project NR-26-C4 in accordance with plans and specifications, a copy of which agreement is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the principal will and faithfully perform the work bid for in accordance with the terms of and within the time provided for in the contract, and pursuant to the plans and specifications for such work on file in the office of the City Auditor; that they will pay for all labor and material used in such work including all demands of subcontractors; that the principal will pay or cause to be paid all sales and use taxes payable as a result of the performance of the contract, as well as the payment of gasoline and special motor fuel taxes used in the performance of the contract, and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of such contract, and shall pay all state income taxes to the State of North Dakota upon income derived from such work or project, and that in case of a default on the part of the principal in the performance of the work as provided in their contract, the sum named in the bond shall be taken and held to be fixed and liquidated damages in favor of the owner, and that the full amount thereof may be recovered from said principal and their sureties in an action by the owner against them on said bond; that the said principal has made, or will make prior to the commencement of any work by themselves or any subcontractor under such contract, full and true report to the Worker's Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid or will pay the premium thereon prior to the commencement of said work.

The term of this bond shall expire when all terms of the contract are fulfilled including, but not limited to, any warranty period, as well as any extensions of time. No suit, action, or proceeding by reason of any default whatever shall be brought on this bond after six (6) years from the date on which the final payment under the contract falls due.
PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or giving by the owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the owner or the principal to the other shall not in any way release the principal and the surety, or either or any of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the surety of any such alteration, extension or forbearance being hereby waived.

Signed and sealed this 8th day of June, 20 26.

WITNESSES:

Wendy DeJane VanEvery

JDP Electric, Inc.

By _____
Principal

_____
As to Principal

Ohio Farmers Insurance Company

By _____
Rebecca J. Hecker, Attorney-in-Fact

APPROVED AS TO FORM

_____ 20____

_____
CITY ATTORNEY

ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of North Dakota)
County of Cass)

On this 8 day of June 20 26, before me personally appeared Dave Zens known to be the Vice President of the corporation that is described in and that he or she executed the within instrument, and acknowledged to me that such corporation executed the same.

WENDY DELANE VAN EREM
Notary Public
State of North Dakota
My Commission Expires 10/11/2027

Wendy DeLane Van Erem

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL OR PARTNERSHIP)

State of _____)
County of _____)

On this _____ day of _____ 20 26, before me personally Appeared _____ known to be the person described in and who executed the within instrument, and acknowledged to me that he/she executed the same.

(NOTARIAL SEAL) _____

ACKNOWLEDGMENT OF SURETY

State of North Dakota)
County of Cass)

On this 8th day of June 20 26, before me personally appeared Rebecca J. Hecker known to be the person who is described in and whose name is subscribed to the within instrument as Attorney in Fact of Ohio Farmers Insurance Company and acknowledged to me that he or she subscribed the name of Ohio Farmers Insurance Company thereto as surety and his or her own name as Attorney in Fact.

WANDA TERRY
Notary Public
State of North Dakota
My Commission Expires Jan 13, 2027

Wanda Terry

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/24/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. **3371102 01**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DANIEL M. ARMBRUST, REBECCA J. HECKER, BRIDGET K. NITZ, BRAEDEN P. NELSON, PATTI HUBER, JENNIFER RUDNICKI, JOSIE WING, JOINTLY OR SEVERALLY

of **FARGO** and State of **ND** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **24th** day of **JULY** A.D., **2024** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **24th** day of **JULY** A.D., **2024** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of June A.D., 2026 .

Frank A. Carrino, *Secretary*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh McLennan Agency
505 Broadway North, Suite 100
Fargo ND 58102

CONTACT NAME: Josie Trnka
PHONE (A/C, No, Ext): 701-237-3311 **FAX (A/C, No):** 701-232-4442
E-MAIL ADDRESS: Josie.Trnka@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CONTINENTAL WESTERN INSURANCE	10804
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED JDPELEC-01
JDP Electric, Inc.
803 28th St S
PO Box 7097
Fargo ND 58106-7097

COVERAGES **CERTIFICATE NUMBER:** 1650496437 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPA3275189-23	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X 500						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Contractors E&O	$ 1,000,000
A	AUTOMOBILE LIABILITY			CPA3275189-23	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			CPA3275189-23	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCA3275190-23	4/1/2026	4/1/2027	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	ND Stop Gap Emp Liability Installation (Incl Builders Risk)			CPA3275189-23	4/1/2026	4/1/2027	Employer's Liability Installation	$1M/$1M/$1M 100,000

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

Project: NR-26-C4 - Construct LS #40 Rehab

CERTIFICATE HOLDER

City of Fargo, ND
25 4th Street N.
Fargo ND 58102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED
By the Board of City Commissioners

CONTRACT

THIS AGREEMENT, made and entered into this May 25, 2026, between the City of Fargo (a Municipal Corporation, under the laws of North Dakota) by the City Commission, herinafter called the City, and Key Contracting Inc, hereinafter called the Contractor.

Contractor is hereby awarded the Contract to construct Storm Sewer Area Repairs, Project, UR-26-A1 in accordance with the attached Proposal. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the Special Instructions to Bidders and the plans mentioned therein and the City of Fargo Standard Specifications for Construction in effect at the time of the bid opening, and under penalty expressed in the attached bond, which are hereby declared and accepted as essential parts of the unit prices named in the Proposal.

What the Contract Price Includes

The price in the Proposal is for the completed work, and includes the furnishing of all the materials, labor, tools and appliances, and all expenses, direct and indirect, connected with the proper execution of the work in accordance with the plans, profiles and specifications for the work, and maintaining the same until it is accepted by the City Commission.

Extra Work Part of Contract

When directed in writing by the City Engineer or an authorized representative ("City Engineer" inclusively) to do so, the Contractor shall furnish material and do extra work connected with or necessary to the proper completion of the work. Prices for extra work will be agreed upon by the City Engineer or an authorized representative and the Contractor as specified in Section 9000 of the Standard Specifications for Construction.

Bills for Extra Work

Within thirty (30) days of completion of the extra work authorized by "Contractors Order," as defined in the City of Fargo Standard Specifications for Construction, the Contractor shall present to the City Engineer or an authorized representative the "Contractor's Order," and a full and complete itemized statement of extra work, and the date the extra work was completed. City Engineer or an authorized representative shall certify the correctness of the amount and character of labor performed and materials furnished and add it to the estimate of the amount due the Contractor. A "Contractor's Order" for extra work not presented within 30 days of completion will not be paid.

Inspection

All materials furnished by the Contractor are subject to the inspection and approval of the City Engineer or an authorized representative at all times during the progress of the work, and until the final completion of the same. Contractor shall allow sufficient time to enable the City Engineer or an authorized representative to make the proper tests and inspection. As soon as the materials are tested and inspected, the Contractor shall immediately remove all rejected materials from the work and to such a point distant there from as the City Engineer or authorized representative may require. No materials shall be used before being inspected and approved by the City Engineer or authorized representative. Failure of the City Engineer or authorized representative to condemn or reject inferior materials or work does not imply acceptance of the same should their inferiority become evident at any time.

The Contractor shall furnish at their own expense such labor as may be required to enable a thorough inspection and culling of all materials.

Obstruction, Guard and Contractor's Liability

The Contractor shall follow Section 4100 of the Standard Specifications for Construction in all cases to maintain a safe passageway at all road crossings, crosswalks and street intersections, and shall do all other things necessary to prevent accidents or loss of any kind, and shall save the City harmless forever from any and all damages, costs, and expenses resulting from the neglect or failure of the Contractor in the performance of this Contract, to properly protect the public and employees from injury to person or property.

Property Liable to Damages

The Contractor shall be liable for any and all damage to public and private utilities, including but not limited to, water, gas, steam or other pipes, flumes, poles or conduits or other property owned by any person or corporation. Contractor shall have ten (10) days following notice from the City to repair or replace the damaged property. After ten (10) days City may arrange for such repairs or replacements to be made as necessary and deduct from any sum or sums due or to become due Contractor under this Contract the cost thereof. The Contractor will be responsible for all survey irons and monuments, and if disturbed they will be replaced by a Registered Land Surveyor of the State of North Dakota, at the Contractor's own expense. Contractor is responsible for damage to any underground or overhead piping, wiring, or other utility property occurring during any excavation or construction by Contractor. The Contractor, before commencing any excavation or construction, shall locate the previously mentioned underground property by contacting the following:

ND One Call..... 1-800-795-0555

Time of Commencement and Completion

The Contractor shall commence the work within thirty (30) days after written notice from the City, continue the work without interruption, and complete the entire Contract on or before the final completion date specified in the special instructions to bidders incorporated and made a part of this contract herein. Contractor's failure to satisfactorily and timely complete the Contract work shall result in a deduction by City, out of the money which may be due or become due Contractor liquidated damages in accordance with the agreed upon schedule contained within the attached Notice of Award, fixed and determined by the parties to be liquidated damages.

Substantial completion shall consist of the following items unless otherwise noted in the Special Instructions to Bidders:

1. Projects with underground utilities: Substantial completion shall consist of the installation of all main line sewer, water, storm sewer pipe. Installation shall include testing of water main and sanitary sewer and installation of sewer and water services. All underground utilities shall be functional.
2. Projects with paving; Substantial completion requires that the curb and gutter and paving section be installed and functional. This includes driveways, sidewalks, finish grading, street lights, and signals.
3. In all other projects: Substantial completion shall mean that the specified improvement is operational and/or functional.

Final completion shall consist of completing remaining items and the repair of all punch list and clean up items.

At any time before expiration of the original or extended Contract time, a written request may be made to the City Engineer for additional time to complete the Contract. The request shall be supported by adequate documentation stating the reasons and basis for the request. The City Engineer's determination will consider to what extent the delays were caused by conditions beyond the Contractor's control that may be offset by time lost due to the failure to diligently prosecute the work or to other conditions within the Contractor's control. A plea that insufficient time was specified is not a valid reason for a time extension. A time extension will not be considered for inclement weather or for the time period from November 15 to April 15.

Contractor must pay City liquidated damages for failure to timely complete the Contract work irrespective of whether there are monies due on the Contract.

Claim for Damages

Delay occasioned by any act or omission over which the Contractor has no control, or on the part of the City, may entitle the Contractor to an extension of time in which to complete the work. Contractor shall give notice in writing to the City Commission of the cause of such delay within thirty (30) days, yet in no case after the expiration of the original or extended Contract time.

Subletting

The Contractor shall not assign or sublet the whole or any portion of the Contract work (except for the supply of materials, equipment and tools) without first obtaining the written consent of the City Engineer. Consent given does not release the Contractor from responsibility. Contractor shall be held accountable the same as if no consent had been given. The Contractor will be required to give their personal attention to the work.

Specifications, Plans and Stakes

The work shall be done in strict conformity to the plans, profiles and specifications and to the exact lines and grades as defined by the City Engineer.

Cleaning Up

Immediately upon the completion of the work on each block, the Contractor shall at their cost and expense, clean up and remove all refuse materials of every kind resulting from the work. If Contractor fails to clean up and remove refuse within twenty-four (24) hours after having been notified by the City Engineer or authorized representative, the work may be done by the City and the cost thereof charged to the Contractor or deducted from the amount due the Contractor on their estimate.

Orders

Whenever the Contractor is not present on any part of the work where it may be necessary to give instructions, orders may be given by the City Engineer or authorized representative to the superintendent or foreman who

may have charge of the particular work in question, and such orders shall be obeyed.

Defective Work

The Contractor, upon being so directed by the City Engineer or authorized representative, shall suspend, remove or reconstruct, or make good without charge any work which they may consider to be defectively executed.

Competent Workers to be Employed

The Contractor shall provide and have at all times a competent Superintendent in charge of the overall Project who will be personally available at the site of the work within 24 hours notice. This Superintendent may be either the Contractor himself or a responsible employee who has been authorized to act in the Contractor's behalf. This individual shall be fully authorized to:

(a) Conduct all business with the subcontractors.
(b) Negotiate and execute all Contract change orders or directly coordinate with the Contractor on such matters.
(c) Execute the orders and directions of the Engineer or authorized representative without delay.
(d) Promptly supply the materials, equipment, tools, labor, and incidentals necessary for prosecution of the work.

At all times while work is actually being performed, the Contractor shall have at the site of the work a competent individual who is:

(a) Authorized and fully capable of managing, directing, and coordinating the work in progress.
(b) Thoroughly experienced in the type of work being performed.
(c) Capable of reading and thoroughly understanding the Plans and Specifications.
(d) Authorized to receive instructions from the Engineer or authorized representative.

If this individual is an employee of someone other than the Contractor, the Contractor shall notify the Engineer or authorized representative as to who will act in the supervisory capacity stated above. This individual and the Superintendent having overall responsibility for the Project may be one and the same person if constantly available in person on the Project and fully qualified in all other respects.

If any person employed by the Contractor appears incompetent, disorderly, or disobedient to the City Engineer or authorized representative, they shall be discharged immediately upon request of the City Engineer or authorized representative and shall not again be employed upon the work without the consent of the City Engineer or authorized representative. Contractor must give preference in accordance with N. D. Cent. Code section 43-07-20 to the employment of bona fide North Dakota residents, as determined by section 54-01-26, with preference given first to honorably discharged disabled veterans and veterans of the armed forces of the United States, as defined in section 37-19.1-01, who are deemed to be qualified in the performance of that work.

Order of Executing Work

The Contractor shall commence work at such point or points as the City Engineer or authorized representative may direct, and shall conform to their directions as to the order and time in which different parts of the work shall be done.

When a Contractor has more than one Contract with the City at the same time, they shall have sufficient workers, machinery, tools and material upon the work to complete each Contract in the manner and within the time specified in each separate Contract, and they shall not remove workers, machinery, tools or materials from one Contract job to another without the written consent of the City Engineer or authorized representative. Nor shall Contractor commence work on a new Contract job while in default on an existing Contract without the written permission of the City Engineer.

Failure to Pay for Labor and Materials

If Contractor fails to pay laborers, or for materials used, the City may make such payments from monies due the Contractor, at the City's discretion necessary to protect laborers and material suppliers.

Laws and Ordinances to be Observed

Contractor must abide by all applicable laws. Contractor shall indemnify the City against all claims, damages, suits, actions and expenses, including reasonable attorney's fees to the property of the City of any person, caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Contract, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Contract. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Contract, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Contract for the indemnity of the City.

Failure to Prosecute Work Vigorously

Contractor shall commence work under this Contract within thirty (30) days after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a Contract breach, and the Contractor and surety shall be liable for the full amount of the Contract.

If, at any time during the prosecution of the work, in the opinion of the City Engineer, Contractor is not employing the necessary resources to timely complete the Contract, or performing in an un-workmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a Contract breach and the Contractor and surety shall be liable on their bond for the full amount of the Contract price.

The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo; and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

Neither the abandonment of this Contract by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

Payments

The City may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the City Engineer make payment to a Contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.

The Contractor shall be paid by the City according to the certified statement furnished by the City Engineer and approved by the City Commission, and the payment shall be made in warrants drawn on the Storm Sewer Area Repairs, Project No. UR-26-A1 fund of said City, with interest at seven (7%) percent per annum or in cash as stated below. The City assumes and incurs no general liability under this Contract for any sum to be raised by general taxation and reserves the right, at its option, to sell such warrants for cash, and from the proceeds thereof pay the Contractor the amount due them under this Contract.

The retained amounts will be according to the following table:

Percentage of Completion	Percentage Retained
0-90%	5%
91-100%	1-5%*

*Reduction of retainage is at the discretion of the City Engineer based on the progress of the contract.

Guarantee

Contractor guarantees the Contract work will remain in good condition for a warranty period of one (1) year from the date of acceptance by the City, ordinary wear excepted, and is financially responsible for any repairs necessary to maintain the Contract work in good condition during said warranty period.

The determination of the necessity for repairs above mentioned rests entirely with the City Commission whose decision upon the matter shall be final and obligatory upon the Contractor.

If the termination of the said period of one (1) year after the acceptance of the work done under this Contract shall fall within the months of November, December, January, February, March or April, then in that case said months shall not be included in the computation of the said period of one (1) year, but said period shall be held and understood to terminate on the 15th day of May next thereafter, unless otherwise permitted by the City Commission. It is hereby expressly understood and agreed that the City shall not finally accept the work before the date specified by the City Commission, and that only in case the Contractor shall serve upon the City Commission in writing a notice that they desire the City to accept or reject the work within thirty (30) days after the service of such notice.

Miscellaneous

No work will be done on Sunday except in case of emergency, in which case the Contractor shall sufficiently establish that an emergency exists. However, Sunday work may be authorized by the City Engineer in advance on a case-by-case basis.

This Contract with all its forms, plans, profiles, specifications and stipulations shall be binding upon the heirs, executors, administrators or assigns of the said Contractor, and upon the successors or assigns of the City as if each and all of them had been specifically mentioned.

IN WITNESS WHEREOF, the City Commission of the City of Fargo, by its Mayor, has made and executed this Contract on behalf of said City, and has caused the seal of said City to be hereto affixed and the Contractor has hereunto set their hand and seal the day and year first above written.

ATTEST:

_____

Angie Bear
Deputy Auditor on behalf of City Auditor

CITY OF FARGO (a Municipal Corporation)

by _____ (CITY SEAL)
Mayor of the City of Fargo

by _____ (SEAL)
Key Contracting Inc

APPROVED AS TO FORM
_____ 20____

_____
CITY ATTORNEY

APPROVED
By the Board of City Commissioners

Bond # 7491307

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we,
Key Contracting Inc (hereinafter called the principal),
Old Republic Surety Company (hereinafter called the surety),
are held firmly bound unto
The City of Fargo (hereinafter called the owner), in the sum of
$390,845.00, for the payment whereof the principal and the surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has, by means of a written agreement, dated May 25th, 20 26, entered into a contract with the owner for

Storm Sewer Area Repairs, Project No. UR-26-A1 in accordance with plans and specifications, a copy of which agreement is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the principal will and faithfully perform the work bid for in accordance with the terms of and within the time provided for in the contract, and pursuant to the plans and specifications for such work on file in the office of the City Auditor; that they will pay for all labor and material used in such work including all demands of subcontractors; that the principal will pay or cause to be paid all sales and use taxes payable as a result of the performance of the contract, as well as the payment of gasoline and special motor fuel taxes used in the performance of the contract, and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of such contract, and shall pay all state income taxes to the State of North Dakota upon income derived from such work or project, and that in case of a default on the part of the principal in the performance of the work as provided in their contract, the sum named in the bond shall be taken and held to be fixed and liquidated damages in favor of the owner, and that the full amount thereof may be recovered from said principal and their sureties in an action by the owner against them on said bond; that the said principal has made, or will make prior to the commencement of any work by themselves or any subcontractor under such contract, full and true report to the Worker's Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid or will pay the premium thereon prior to the commencement of said work.

The term of this bond shall expire when all terms of the contract are fulfilled including, but not limited to, any warranty period, as well as any extensions of time. No suit, action, or proceeding by reason of any default whatever shall be brought on this bond after six (6) years from the date on which the final payment under the contract falls due.

PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or giving by the owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the owner or the principal to the other shall not in any way release the principal and the surety, or either or any of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the surety of any such alteration, extension or forbearance being hereby waived.

Signed and sealed this 2nd day of June, 20 26.

WITNESSES:

Amelia Callies

As to Principal

Key Contracting, Inc.

By _____
Principal
Thomas Martin, President

Old Republic Surety Company

By _____
Attorney-in-Fact
Larry W. Werlinger

(Acknowledgement by both principal and surety required.)

APPROVED AS TO FORM

_____ 20____

_____
CITY ATTORNEY

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF_____)

) ss

COUNTY OF_____)

On this _____ day of _____ in the year _____ before me,
_____, a Notary Public, personally appeared
_____, known to me (or proved to me on the oath
of _____) to be the person who is described in and who executed the within instrument and acknowledged to me that is executed the same.

(SEAL)

_____

Notary Public

CORPORATION ACKNOWLEDGEMENT

STATE OF North Dakota)

) ss

COUNTY OF Cass)

On this 2nd day of June in the year 2026 before me,
Amelia Callies, a Notary Public, personally appeared
Thomas Martin, known to me (or proved to me on the oath
of _____) to be the president (or other officer or person) of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(SEAL)

Amelia K. Callies

Notary Public

AMELIA K CALLIES
Notary Public
State of North Dakota
My Commission Expires September 18, 2027

ACKNOWLEDGEMENT OF SURETY

STATE OF North Dakota)

) ss

COUNTY OF Cass)

On this 2nd day of June in the year 2026 before me, Trish Enger, a Notary Public, personally appeared Larry W. Werlinger, known to me (or proved to me on the oath of Attorney-in-Fact) to be the person who is described in and whose name is subscribed to the within instrument as the attorney-in-fact of Old Republic Surety Company and acknowledged to me that they subscribed the name of Old Republic Surety Company thereto as surety and their own name as attorney-in-fact.

(SEAL)

Notary Public

TRISH ENGER
Notary Public
State of North Dakota
My Commission Expires June 24, 2029

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ROSE M. KRAUSE, LARRY W. WERLINGER, EVAN WILCOX

of FARGO, ND

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of April, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of April, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5667

Signed and sealed at the City of Brookfield, WI this 2nd day of June, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

INSURE FORWARD, INC.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURE FORWARD 5650 37th Ave S Fargo ND 58104	**CONTACT NAME:** Kim Rogen **PHONE (A/C, No, Ext):** (701) 293-9540 **FAX (A/C, No):** (701) 293-3338 **E-MAIL ADDRESS:** kim.rogen@insureforward.com
INSURED Key Contracting, Inc. Center at Seventh; Key Equipment LLC 245 7th Avenue NE West Fargo ND 58078	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Western National Mutual Insurance Co / 15377 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 26/27 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP107020014	03/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Stop Gap	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CPP106880813	03/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB101152214	03/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV100869714	03/01/2026	01/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rental Equipment Installation Floater			CPP107023214	03/01/2026	01/01/2027	Limit Limit	$500,000 $500,000

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

Project: UR-26-A1 - Storm Sewer Area Repairs

CERTIFICATE HOLDER

City of Fargo
200 3rd Street N
Fargo ND 58102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kim Rogen

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NOTICE OF AWARD
STORM SEWER AREA REPAIRS
PROJECT NO. UR-26-A1
VARIOUS SITES CITY WIDE

Date	May 25, 2026
Project Manager	Jacob Dethloff
Contractor	Key Contracting Inc

The City of Fargo authorizes construction to proceed on the project listed above. Please schedule a preconstruction meeting with the Project Manager to occur at least one week in advance of construction startup to allow for construction staking.

Completion

Contract Completion Date (Substantial Completion):

Per the Special Instructions to Bidders (SIB's) found in the Construction Plan Set.

Substantial Completion shall include the following:

Per the SIB's found in the Construction Plans.

Final Completion Date (Substantial Completion plus 30 days)

Per the SIB's or Substantial Completion plus 30 days if not specified.

Liquidated Damages (Per the SIB's and/or the following table):

LIQUIDATED DAMAGES SCHEDULE			
ORIGINAL CONTRACT AMOUNT		SUBSTANTIAL COMPLETION PER CALENDAR DAY	FINAL COMPLETION PER CALENDAR DAY
From	To	Fee	Fee
$0	$50,000	$350	$105
50,000	100,000	400	120
100,000	250,000	700	210
250,000	500,000	900	270
500,000	1,000,000	1,200	360
1,000,000	2,000,000	1,600	480
2,000,000	5,000,000	2,500	750
5,000,000	8,000,000	3,000	900
8,000,000	12,000,000	4,000	1,200
12,000,000	Up	5,000	1,500

Time Extension Requests:

Must be received in writing prior to scheduled completion date.

Requests based on inclement weather must include daily log of weather and site conditions.

Tom Knakmus, City Engineer

C: Jacob Dethloff

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-25-A0 | Type: Amendment #6

Location: 64th Ave S & I-29 | Date of Hearing: 6/15/2026

Routing	Date
City Commission	6/22/2026
PWPEC File	X
Project File	Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding Amendment #6 in the amount of $27,892.00 for additional work.

Staff is recommending approval of Amendment #6 in the amount of $27,892.00, bringing the total contract amount to $1,482,214.25 to Bolton & Menk.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Amendment #6 to Bolton & Menk.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Amendment #6 in the amount of $27,892.00, bringing the total contract amount to $1,482,214.25 to Bolton & Menk.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	Ryan Erickson
Brenda Derrig, Assistant City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Eric Hodgson, Civil Engineer II

Date: June 15, 2026

Re: Improvement District No. BN-25-A0 – Amendment #6
64th Avenue South & I29 Interchange

Background:

The City of Fargo procured federal funding in January of 2020 for the 2025 construction of the 64th Avenue South & I29 Interchange. Bolton & Menk, Inc. was selected in January 2023 to perform the design engineering work for the project (#BN-25-A). In April 2023, the NDDOT revoked the 2025 federal funding due to surging construction costs in the state. Later, new federal funding was issued for the 2028 construction.

Since the start of the project it has been decided that there is a need to expand the traffic analysis with additional future development information that is now known to us.

- **Amendment 6**: Addresses the additional cost associated with the work for redoing portions and increasing the scope of the traffic growth analysis.

Included in this packet is the additional scope of works for Amendment #6 in the amount of $27,892 for the referenced project.

Recommended Motion:

Approve Amendment #6 in the amount of $27,892 for Improvement District No. BN-25-A0.

EBH/klb
Attachment

BOLTON & MENK

Real People. Real Solutions.

MEMORANDUM

Date: 6/3/2026

To: City of Fargo Engineering Department

From: Kevin Mackey PE, PTOE
Mike Bittner PE, PMP, PTOE, PTP

Subject: 64th Avenue S Area Growth Analysis – Scope of Services
City of Fargo
Project No.: 0T4129352

This document presents a scope of services to perform traffic growth analysis for the 64th Avenue S corridor between Interstate 29 and 45th Street in Fargo. These services will be an amendment to the 64th Avenue Interchange Project (Project BN-25-A0).

Task 1 – Development Plan Review

Bolton & Menk will review three (3) development plans provided by the City of Fargo. The primary objective of this review is to estimate the number of households and jobs that would be added to these areas if the development plans are realized. The three developments to be reviewed are:

- Covey Ranch (1st, 2nd, and 3rd Additions)
- Back 40 Addition
- Sanford Addition

Bolton & Menk has budgeted time for one (1) virtual meeting with City of Fargo staff to discuss development plans and vet analysis assumptions.

Task 2 – Metro COG Travel Demand Model Edits

Bolton & Menk will use the 2050 Metro COG travel demand model to estimate 2050 traffic conditions along the 64th Avenue S corridor between I-29 and 45th Street.

Traffic Analysis Zone (TAZ) Data Review from Previous Planning Efforts

This task will include a review of current growth assumptions in the 2050 Metro COG Travel Demand Model (basis of Metro 2050 long range transportation plan) and a review of growth assumptions that were made as part of traffic analysis for the 64th Avenue S interchange.

Edits to Travel Demand Model Roadway Network

Bolton & Menk will edit the travel demand model roadway network in the analysis area to better assess traffic growth on public roadways. The modeled roadway network will also assume an interchange at Interstate 29 and 64th Avenue S.

Roadway network updates are expected to largely focus on 64th Avenue S, 70th Avenue S, 38th/40th Street S, and 45th Street S.

TAZ Data Update

Bolton & Menk will update relevant 2050 TAZ household and employment data in the project area. Updated TAZ data will be based on development plans described in Task 1.

2050 Model Runs and Interpretation of Results

After updating TAZ data in the analysis area, the Metro COG travel demand model will be run and assessed to guide the development of 2050 traffic forecasts.

Task 3 – 2050 Traffic Forecasting and Operations Analysis

2050 Traffic Forecasts

2050 traffic forecasting will include the following:

1. Based on outputs from the updated Metro COG Travel Demand Model, 2050 average daily traffic (ADT) forecasts will be developed for all approaches at the following intersections:
    a. 64th Avenue S & Sports Drive S
    b. 64th Avenue S & 38th Street S/40th Street S
    c. 64th Avenue S & 43rd Street S
    d. 64th Avenue S & 45th Street
    e. 45th Street & 66th Avenue S
    f. 45th Street & 70th Avenue S
    g. 45th Street & 74th Avenue S
    h. 45th Street & 76th Avenue S
    i. 76th Avenue S & 40th Street S
    j. 70th Avenue S & 40th Street S
2. 2050 AM and PM peak hour turning movement forecasts at the following intersections
    a. 64th Avenue S & Sports Drive S
    b. 64th Avenue S & 38th Street S/40th Street S
    c. 64th Avenue S & 45th Street

2050 Traffic Operations Analysis

Bolton & Menk will perform 2050 AM and PM peak hour intersection level of service analysis for the following intersections:

1. 64th Avenue S & Sports Drive S (assumed to be ¾ access)
2. 64th Avenue S & 38th Street S/40th Street S (assumed to be full access intersection)
3. 64th Avenue S & 45th Street (assumed to be full access intersection)

Traffic operations analysis for the three intersections listed above will be performed using the Synchro 12 analysis software. This analysis will identify traffic control and lane configurations that are expected to provide acceptable intersection levels of service under estimated 2050 peak hour traffic volumes.

For study intersections where peak hour turning movements are not estimated, typical roadway section requirements will be established based on estimated 2050 daily traffic volumes.

Task 4 – Back 40 Development Analysis

Bolton & Menk will review development plans for the Back 40 Addition. The primary objectives of this review are to identify right-of-way requirements near the intersection of 64th Avenue S and Sports Drive and to identify potential driveway locations on Sports Drive.

Bolton & Menk is an equal opportunity employer.

Task 5 – Documentation

Bolton & Menk will develop draft and final technical memorandums to present analysis results and recommendations.

Project Schedule and Fee

A draft technical memorandum will be submitted within four (4) weeks of receiving a notice to proceed. Upon receipt of City of Fargo comments on the draft report, a final report will be submitted within two (2) weeks.

The hourly not-to-exceed fee for the scope of services described above is $26,020. The cost breakdown is provided in the table below.

Detailed Cost Estimate

Client: City of Fargo Project: 64th Avenue S Traffic Growth Analysis		Bolton & Menk, Inc.					
Task No.	Work Task Description	Project Manager (PE)	Traffic Lead (PE)	Traffic Support	Design Engineer (PE)	Total Hours	Total Cost
1.0	Plat Review	4	9	3	0	16	$3,255
2.0	Metro COG Travel Demand Model Edits	0	8	20	0	28	$5,008
3.0	2050 Traffic Forecasts and Operations Analysi	0	13	24	0	37	$6,693
4.0	Back 40 Plat Analysis	0	5	5	5	15	$2,780
5.0	Documentation	8	24	16	4	52	$10,156
	Total Hours	12	59	68	9	148	
	Subtotal	$2,808	$11,859	$11,560	$1,665		
	Total Fee						$27,892

Bolton & Menk is an equal opportunity employer.

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

June 16, 2026

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

Re: Memorandum of Offer to Landowner
Temporary Easement – Improvement District #BR-26-G1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document and a temporary easement in association with Improvement District #BR-26-G1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of a temporary easement from **Alexander J. Herz and Cassie D. Herz** in association with Improvement District #BR-26-G1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Rob Hasey

Project	County	Parcel(s)
BR-26-G1	Cass	01-2840-00661-000
Landowner Alexander J. Herz & Cassie D. ~~Haugjorde~~ Herz		
Mailing Address 2413 17 AVE S Fargo, ND 58103		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s) to the easement(s) accompanying this Memorandum of Offer.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 1,020.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	$	
Easement and Access Control	$	1,020.00
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer	$	1,020.00

*Description of Damages to Remainder are as follows:

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **ALEXANDER J. HERZ AND CASSIE D. ~~HAUGJORDE~~** HERZ, whose address is 2413 17th Ave S, Fargo, ND 58103, hereinafter referred to as "Grantors", for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA,** a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 10, Block 5C, REPLAT OF BLOCK (5), SOUTHVIEW VILLAGES ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

The south 10.00 feet of said Lot 10, as measured at a right angle to and parallel with the south line of said Lot 10.

AND

The west 25.00 feet of the east 30.00 feet of the north 10.00 feet of the south 20.00 feet of said Lot 10, as measured at right angles to and parallel with the east and south lines of said Lot 10.

Containing a combined 819 square feet, more or less, and subject to all easements, restrictions and reservations of record, if any.

Grantors, their successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantors, their successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for storage of materials and job site layout during the construction phase of said project, and Grantors expressly warrant and state that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on November 15, 2027, or at the end of the project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantors have set their hand and caused this instrument to be executed this 16 day of June, 2026.

GRANTORS:

Alexander J. Herz

Cassie D. ~~Haugjorde~~ Herz

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 16 day of June, 2026, before me a notary public in and for said county and state, personally appeared Alexander J. Herz and Cassie D. ~~Haugjorde,~~ Herz known to me to be the persons described herein and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

SHAWN G BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2029

Notary Public
My Commission Expires:



GRANTEE:

City of Fargo, North Dakota, a North Dakota Municipal Corporation

_____

Timothy J. Mahoney, Mayor

ATTEST:

_____

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

_____

Notary Public
My Commission Expires:

The legal description was prepared by:
Steven W. Holm (LS-6571)
Professional Land Surveyor

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957

COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of improvement district as it will appear in the contract:

Paving and Utility Rehab/Reconstruction

Improvement District No. BR-26-D

Call For Bids	June 22	, 2026
Advertise Dates	July 1 & 8	, 2026
Bid Opening Date	July 29	, 2026
Substantial Completion Date	October 24	, 2026
Final Completion Date	June 5	, 2027

N/A	PWPEC Report (Part of 2026 CIP)
X	Engineer's Report (Attach Copy)
X	Direct City Auditor to Advertise for Bids
X	Bid Quantities (Attach Copy for Auditor's Office Only)
X	Notice to Property Owners (Special Assessments)
N/A	Supplemental Funding Language Included

Project Engineer William Bayuk

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X	Create District (Attach Copy of Legal Description)
X	Order & Approve Plans & Specifications
X	Adopt Resolution of Necessity
N/A	Approve Escrow Agreement (Attach Copy for Commission Office Only)
X	Assessment Map (Attach Copy for Auditor's Office Only)
X	Review Special Assessment Letter of Credit

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-26-D

PAVING AND UTILITY REHAB/RECONSTRUCTION

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That the Board of City Commissioners deems it expedient that Improvement District No. BR-26-D (Paving and Utility Rehab/Reconstruction) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

NOW THEREFORE BE IT RESOLVED, the Improvement District BR-26-D in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. BR-26-D in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. BR-26-D in the City of Fargo, North Dakota

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. BR-26-D in the City of Fargo, North Dakota, as required by law; and

WHEREAS, Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered;

NOW THEREFORE BE IT RESOLVED, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. BR-26-D in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

C E R T I F I C A T E

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS) ss.

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, June 22nd, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 18th day of June, 2026.

_____
Susan Thompson
City Auditor

(SEAL)

THE CITY OF Fargo FAR MORE

ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-D
ON 8TH AVENUE SOUTH FROM 4TH STREET SOUTH TO THE EAST END OF 8TH AVENUE SOUTH.

Nature & Scope

This project is for the replacement of the water main, sanitary sewer mains, sanitary sewer services, storm inlet leads, concrete curb & gutter, asphalt pavement and sidewalk repairs.

Purpose

The existing water main is cast iron pipe (CIP), which was installed up to 105 years ago and is being replaced with polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks. The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt pavement, gravel base, curb and gutter, storm sewer inlets and leads, new sanitary sewer, new water main, driveway approaches and sidewalk replacement. The project will be funded by a combination of City Funds (Wastewater Utility, Water Utility, Storm Sewer Utility and Infrastructure Sales Tax) and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Special Assessment District

All properties within the Special Assessment District will benefit from the infrastructure improvements and were determined through consideration of the longevity, consistency, and uniformity of benefiting properties within the City of Fargo. Special Assessments will be levied to each property in accordance with the City's Infrastructure Funding Policy and are subject to the approval of the Special Assessment Commission and the City Commission.

Feasibility

The estimated cost of construction is $986,137.25. The cost breakdown is as follows:

Sanitary Sewer

Construction Cost		$271,990.00
Fees		
Admin	4%	$10,879.60
Contingency	5%	$13,599.50
Engineering	10%	$27,199.00
Interest	4%	$10,879.60
Legal	3%	$8,159.70
Total Estimated Cost		**$342,707.40**
Funding		
Special Assessments	9.61%	$32,929.34
Utility Funds - Wastewater - 521	90.39%	$309,778.06

Water Main

Construction Cost		$324,305.00
Fees		
Admin	4%	$12,972.20
Contingency	5%	$16,215.25
Engineering	10%	$32,430.50
Interest	4%	$12,972.20
Legal	3%	$9,729.15
Total Estimated Cost		**$408,624.30**
Funding		
Special Assessments	13.41%	$54,779.88
Utility Funds - Water - 501	86.59%	$353,844.42

Storm Sewer

Construction Cost		$29,820.00
Fees		
Admin	4%	$1,192.80
Contingency	5%	$1,491.00
Engineering	10%	$2,982.00
Interest	4%	$1,192.80
Legal	3%	$894.60
Total Estimated Cost		**$37,573.20**
Funding		
Special Assessments	50.00%	$18,786.60
Utility Funds - Stormwater - 524	50.00%	$18,786.60

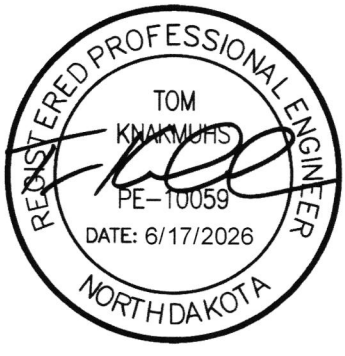
Paving

Construction Cost		$360,022.25
Fees		
Admin	4%	$14,400.89
Contingency	5%	$18,001.11
Engineering	10%	$36,002.23
Interest	4%	$14,400.89
Legal	3%	$10,800.67
Total Estimated Cost		**$453,628.04**
Funding		
Special Assessments	27.60%	$125,183.76
Utility Funds - Wastewater - 521	11.02%	$50,000.00
Utility Funds - Water - 501	11.02%	$50,000.00
Sales Tax Funds - Infrastructure - 420	50.36%	$228,444.28

Project Funding Summary

Special Assessments	18.65%	$231,679.58
Utility Funds - Wastewater - 521	28.96%	$359,778.06
Utility Funds - Water - 501	32.50%	$403,844.42
Sales Tax Funds - Infrastructure - 420	18.39%	$228,444.28
Utility Funds - Stormwater - 524	1.51%	$18,786.60
Total Estimated Project Cost		**$1,242,532.94**

We believe this project to be cost effective.



Thomas Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-D
ON 8TH AVENUE SOUTH FROM 4TH STREET SOUTH TO THE EAST END OF 8TH AVENUE SOUTH.

LOCATION:

On 8th Avenue South from 4th Street South to the east end of 8th Avenue South.

COMPRISING:

The area bounded on the north by 7th Avenue South, on the east by Red River, on the south by 9th Avenue South and on the west by 4th Street South.

Refer to the Special Assessment Map for exact parcels in the assessment area.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota

RESOLUTION DECLARING
PAVING AND UTILITY REHAB/RECONSTRUCTION
NECESSARY
IMPROVEMENT DISTRICT NO. BR-26-D

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That it be and is hereby declared necessary to construct Paving and Utility Rehab/Reconstruction, Improvement District No. BR-26-D in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said Paving and Utility Rehab/Reconstruction improvement is to be paid from State and Local Funds, and approximately 18.65% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed Paving and Utility Rehab/Reconstruction must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

BE IT FURTHER RESOLVED, That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

C E R T I F I C A T E

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS) ss.

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, June 22nd, 2026.

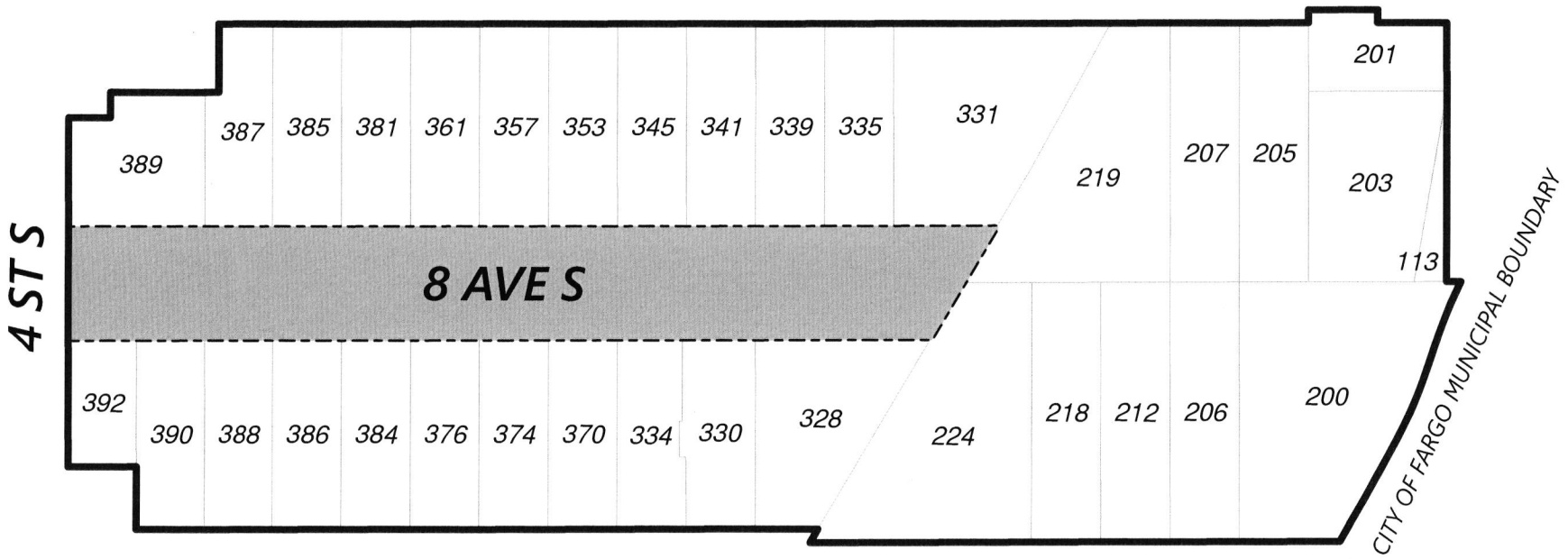
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 22nd day of June, 2026.

40-22-15
40-22-17

Susan Thompson
City Auditor

(SEAL)

(July 1 and 8, 2026)



PROJECT AREA

SPECIAL ASSESSMENT DISTRICT BOUNDARY

N

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-D

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: Cass County Electric Franchise Agreement

DATE: June 5, 2026

Pursuant to a limited franchise agreement between the City of Fargo and Cass Country Electric entered into in July 1995 and amended December 2016, Cass County Electric is required to provide written notice of the intention to service areas annexed into the City of Fargo. Attached is the required notice referring to the annexation of April 14, 2026.

Please receive and file the amendment to the limited franchise agreement adding the area annexed by the City of Fargo on April 14, 2026.

Recommended Motion:

Receive and file the amendment to the limited franchise agreement between the City of Fargo and Cass County Electric adding the area annexed by the City of Fargo on April 14, 2026.

Cass County Electric Cooperative
A Touchstone Energy® Cooperative

May 27, 2026

Susan Thompson
Finance Director
City of Fargo
225 4th Street North
Fargo, ND 58102

<CERTIFIED MAIL>

Dear Ms. Thompson,

This letter is in reference to the franchise agreement that the City of Fargo granted to Cass County Electric Cooperative, Inc. in December 2016.

In paragraph eleven (11), the agreement refers to a written notice required to add designated areas (annexed property being served by the Cooperative) to this agreement.

Please note the designated areas as referenced below, which are hereby identified as additional annexed areas in which Cass County Electric Cooperative Inc. will provide service to existing and new customers:

The Southeast Quarter (SE ¼) and East One-half (E ½) of the Southwest Quarter (SW ¼) of Section Thirty-five (35), Township One Hundred Forty-one (141) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota. The area is more particularly described in the Annexation Plat.

This area was annexed into the City of Fargo and recorded at the Cass County Recorder's office on April 14th, 2026, at 10:33 a.m., Document No. 1756026.

Sincerely,

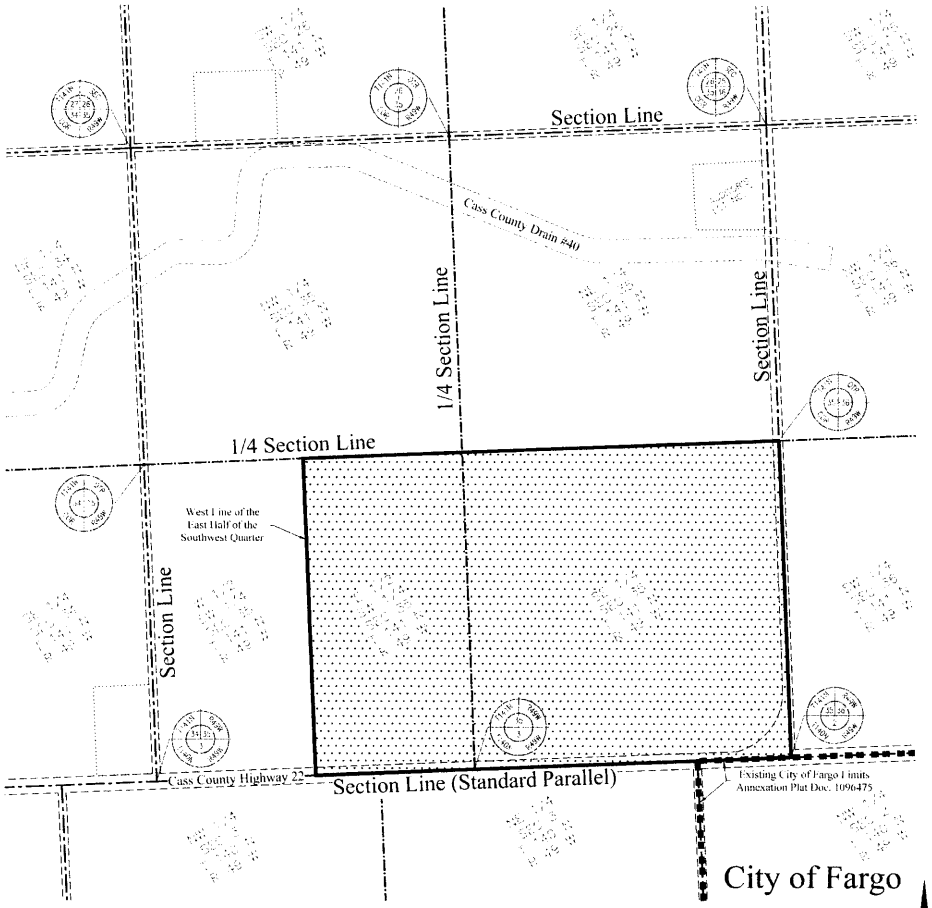
Troy Knutson

Troy Knutson, PE
VP of Engineering and Operations
Cass County Electric Cooperative

Cc: Paul Matthys, CEO, Cass County Electric Cooperative
Ms. Tami Norgard, Vogel Law, Attorney for Cass County Electric Cooperative

ANNEXATION PLAT

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



THE CITY OF Fargo FAR MORE

Prepared by:
Fargo Engineering Department
FARGO, NORTH DAKOTA

RIGHT-OF-WAY
SECTION LINE
1/4 SECTION LINE
EXISTING CITY LIMIT BOUNDARY
AREA TO BE ANNEXED (212.19 ACRES +/-)

0 250 500 1000
U.S. Survey Feet

Basis of Bearings
City of Fargo
Ground Coordinate System,
December 1992

Annexation Plat of:

A part of Section 35, Township 141 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, more particularly described as follows:

The Southeast Quarter (SE ¼) and the East One-half (E ½) of the Southwest Quarter (SW ¼) of Section Thirty-five (35), Township One Hundred Forty-one (141) North, Range Forty-nine (49) West of the 5th Principal Meridian

Containing 242.19 acres, more or less.

CERTIFICATE OF ACCURACY:

I, Brent W. Wacha, Professional Land Surveyor, under the laws of the State of North Dakota, hereby certify that this annexation plat is a true and correct representation of the area annexed; that said plat shows the City of Fargo corporate limits contiguous to the annexed property.

Brent W. Wacha, P.L.S.
North Dakota Registration No. LS-9068

BRENT W. WACHA LS-9068 DATE 4/7/2026 REGISTERED PROFESSIONAL LAND SURVEYOR NORTH DAKOTA

State of North Dakota)
) SS
County of Cass)

On this 7 day of April 2026, before me, a notary public with and for said county, personally appeared:

Brent W. Wacha, Professional Land Surveyor

known to me to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as a free act and deed.

Shawn G. Bullinger
Notary Public Cass County
My commission expires May 18, 2029

SHAWN G BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2029

CITY ENGINEER'S APPROVAL:

Approved by the Fargo City Engineer this 8th day of April 2026.

Tom Knakmuhs, City Engineer, PE
North Dakota Registration No. PE-10659

REGISTERED PROFESSIONAL ENGINEER KNAKMUHS PE 10659 4/8/26 NORTH DAKOTA

State of North Dakota)
) SS
County of Cass)

On this 8th day of April 2026, before me, a notary public with and for said county, personally appeared:

Tom Knakmuhs, City Engineer, City of Fargo

known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as a free act and deed.

Kristi Olson
Notary Public, Cass County
My commission expires November 3, 2027

KRISTI OLSON
Notary Public
State of North Dakota
My Commission Expires November 3, 2027

FARGO CITY COMMISSION APPROVAL:

Approved by the Board of City Commissioners of Fargo, North Dakota, and ordered filed this 16th day of March 2026.

Timothy J. Mahoney, Mayor

ATTEST: Angie Bear
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota)
) SS
County of Cass)

On this 5th day of April 2026, before me, a notary public with and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed on behalf of the City of Fargo.

Miranda Wolf
Notary Public, Cass County
My commission expires May 18, 2027

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2027

FINANCE OFFICE
COUNTY OF CASS, NORTH DAKOTA
4/14/2026
TRANSFER ENTERED
Carol Hinds FINANCE DIRECTOR
NKH DEPUTY

THE SEAL OF CASS COUNTY OFFICIAL SEAL STATE OF NORTH DAKOTA

PAGE: 1 of 1 ANEXP 1756026
City of Fargo - Planning 4/14/2026 10:33 AM
Recorded Electronically $20.00

RECORDER'S OFFICE, CASS COUNTY, ND 4/14/2026 10:33 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE
GREG LARSON, COUNTY RECORDER
by Shena Garcia, Dep 1756026
Recorded Electronically

RECORDER OF CASS COUNTY OFFICIAL SEAL STATE OF NORTH DAKOTA

THE CITY OF Fargo FAR MORE

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: 6/15/2026

Receive & File: General Fund – Budget to Actuals 5/31/2026

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
SWAT – Donation for SWAT Sniper Competition

Other:
Fire – Request to overfill next recruit academy
Planning – Downtown Parking Policy and Operation update
Planning – CZB Contract Amendment #2 (RFP22159)

City of Fargo, North Dakota

General Fund - Budget to Actual

Unaudited Monthly Financial Statements - May 31, 2026

Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	$ 45,537	$ 41,470	$ (4,067)
2	Licenses & Permits	2,739	2,221	(518)
3	Intergovernmental Revenue	6,487	6,032	(455)
4	Charges for Services	3,958	4,168	210
5	Fines & Traffic Tickets	793	676	(117)
6	Interest	2,708	3,893	1,185
7	Miscellaneous Revenue	373	672	299
8	Transfers In	8,632	8,619	(13)
Total Revenues		**$ 71,227**	**$ 67,751**	**$ (3,476)**
EXPENDITURES:				
9	General Government	$ 12,768	$ 11,737	$ 1,031
10	Public Safety	24,467	22,606	1,861
11	Public Works	6,517	5,787	731
12	Health & Welfare	6,410	5,570	840
13	Culture & Recreation	2,351	2,188	162
14	Economic Development	23	22	1
15	General Support	433	616	(184)
16	Operating Transfers	4,117	2,182	1,935
17	Contingency (Salary Savings)	(653)	(2)	(651)
Total Expenditures		**$ 56,433**	**$ 50,706**	**$ 5,727**
Revenue Over (Under) Expenditures		**$ 14,794**	**$ 17,045**	**$ 2,251**

1 Timing/Allocation with Property Tax Receipts and Primary Resident Tax Credit revenue.
2 Building-related permits/fees are trending below budget.
3 State Aid tracking lower than budget.
6 Higher interest income than budget.
9-15 Timing issues with budget v actual expenses.
16 Timing issue. One-time transfer will be made later in the year.

Report of Action:
FAHR Meeting of June 15, 2026

____ Purchase Policy
__X__ Budget Adjustment/Reallocation
____ Personnel Request
____ Other Financial

Department: SWAT
Description: See Memo. SWAT requests approval of a donation and related budget adjustment for participation in a competition.

Net Financial Impact: $0

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the acceptance of the anonymous donation of $1500 and related budget adjustment.

RED RIVER VALLEY S.WA.T.

To: FAHR Committee

From: LT Nate Nieman

Date: 06/10/2026

Re: Request to Accept Anonymous Donation for SWAT Sniper Competition

An anonymous donor has offered to donate $1,500 to the City of Fargo to cover the costs of sending three Fargo Police Department SWAT snipers to the 2026 Superior Sniper Competition in Superior, Wisconsin, on July 16–17, 2026. The competition provides advanced training opportunities that enhance sniper skills and support the operational readiness of the Red River Valley SWAT Team.

Sgt. Jerrod Wagner, Sgt. Tyler Seehusen, and Officer Andrew Lund will attend the event. Detective David Todd will remain in Fargo to maintain SWAT sniper coverage during the competition, while Officer Sam Otto continues his sniper training and is scheduled to attend the Sniper Basic Course in Fargo from July 20–24, 2026.

The total estimated cost of attendance is **$1,398.16,** which includes registration, lodging, fuel, ammunition, and per diem expenses. The proposed **$1,500** donation will fully cover the cost of the trip, with any remaining funds handled in accordance with City of Fargo donation policies.

LT Nate Nieman

Red River Valley SWAT Commander

Recommended Motion:
Approve the acceptance of the anonymous donation and transfer funds to the 2026 Operating Budget

Revenue Account
216-5016-365.10-00 = **$1,500**

Expense Account
216-5016-411.61-40 = **$1,500**

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: Police

REQUESTED BY: Lt. Nate Nieman **PROJECT NUMBER :** _____

DATE PREPARED: 6/11/2026

DESCRIPTION OF REQUEST: Donation to attend the SWAT Sniper Competion in Superior, Wisconsin July 16-17th

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			$ 1,500		$ 1,500
				=	$ -
		+		=	$ -
		+		=	$ -
			TOTAL REVENUE ADJUSTMENTS:	$	1,500

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
216-5016-411.61-40			$ 1,500	=	$ 1,500
				=	$ -
		+		=	$ -
		+		=	$ -
		+		=	$ -
		+		=	$ -
		+		=	$ -
			TOTAL EXPENSE ADJUSTMENTS:	$	1,500

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 June 15, 2026

THE CITY OF Fargo FAR MORE

____ Purchase Policy
____ Budget Adjustment/Reallocation
__X__ Personnel Request
____ Other Financial

Department: Fire
Description: See Memo. Fire requests to overfill their next recruiting class by one position in the event of a future vacancy.

Net Financial Impact: nominal

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the request to overfill the 8/3/2026 Fire Academy by one firefighter position.

Subject: Request to Overfill

Good Morning Camila,

Tentatively on August 3rd, we will be starting a new recruit academy. I am requesting to overfill for this academy by one firefighter position for the following reasons.

- Currently, the suppression division is short seven people and we currently have seven conditional offers out to fill these vacancies. History has proven that it is not uncommon to lose one or two individuals during the academy.
- While I don't have exact confirmation, the potential exists for two employees to leave the department in the near future.
- After the August academy, the next recruit class will not be until next spring. Hiring now will help reduce future overtime costs.

Thank you,

Gary Lorenz
Fire Chief
THE CITY OF FARGO | FARGO FIRE DEPARTMENT
Office: 701.241.8137
glorenz@FargoND.gov

Preventing Emergencies. Protecting Our Community.

Report of Action:
FAHR Meeting of June 15, 2026

____ Purchase Policy
____ Budget Adjustment/Reallocation
____ Personnel Request
__X__ Other Financial

Department: Planning/Parking
Description: See Memo. Planning requests operational and policy updates noted in the memo, resulting from analysis related to the transition to PCI Municipal Services as the downtown parking services manager.

Net Financial Impact: Likely some additional revenue; unable to quantify at this time. Parking will report at a later date.

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the policy/procedure and rate structure updates as noted in the memo and approve the parking operation recommendations as presented.

THE CITY OF Fargo FAR MORE
PLANNING & DEVELOPMENT

FARGO CITY HALL
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
FargoND.gov

MEMORANDUM

TO: Board of City Commissioners

FROM: Mark Williams, Assistant Planning Director
Nicole Crutchfield, Planning Director

DATE: June 11, 2026

RE: 2026 Downtown Parking Policy and Operation updates

Background:
On October 27, 2025 City Commission received and filed the 2025 Parking Study available online at: https://fargond.gov/live/parking/parking-studies-maps. This comprehensive study of parking in downtown included:

- Inventory and utilization of both on and off-street parking facilities
- Evaluate parking service delivery models and parking governance structure including recommendations for efficiency and improvement for the parking system holistically
- Develop RFP (request for proposal) for parking management services and evaluation
- Develop operation and maintenance guidance for parking facilities.

PCI Municipal Services took over downtown municipal parking operations on June 1, 2026. As noted in the April 27 City Commission parking operation memo, operational and policy updates were anticipated including:

- June 1, 2026 – Modify residential parking rate once overall data and analysis is completed.
- June 1, 2026- December 2026 - Parking data analysis for future program development:
    1. Residential parking permit
    2. Contractor parking/Service Vehicle permit
    3. Engage with stakeholders
- January 2027 - Evaluate parking data and community comments for potential future parking system modifications with coordination with Finance Committee and City Commission

This initial transition has brought to light operational and policy updates for consideration including:

1. Fees payable for parking violations – Fargo Municipal Code 1-0305(C.14) outlines a graduated fee structure for parking violations in downtown received within a 6 month period: 1st violation - $20 or Warning Ticket, 2nd violation - $20, 3rd violation - $25, 4th violation - $30, and $5 late fee imposed after 15 days of issuance.
    → PCI recommendations to implement new practice of enforcing existing ordinances:
        a) Discontinue waiving the fee for the first parking violation and work with the City Attorney to modify any ordinances as needed.

EQUAL HOUSING OPPORTUNITY

2. Unpaid Parking Ticket Balance – There are unpaid uncollected tickets in the system.
   → PCI recommendations are the following:
      a) Designate PCI to collect unpaid parking tickets dating back to January 1, 2021.

3. Designation and representation for authorization – The municipal code outlines the ability for the police department to designate representatives authorized to perform parking functions within the city.
   → PCI recommendations are the following:
      a) Police department officially designate PCI Municipal Services to
         - Issue parking tickets
         - Tow/immobilize vehicles
         - Perform parking ticket adjudication for all tickets issued in Fargo
      b) Follow standard practices by the police department that identify vehicles with $100 or more of delinquent tickets may be eligible for towing and/or impound.

4. Confirm Off-street Parking Rate structure – Parkers now have the ability through an app to park hourly within the city lots. The proposal is to follow the hourly rate structure currently utilized at the Civic Ramp. In addition, there has been historical special event parking fees applied to all off street parking in the downtown.
   → PCI recommendations to confirm hourly parking permit fees for city-owned off street parking lots:
      a) Hourly Rate of $1.75 per hour with a $8.75 daily max in surface parking lots (including C1, C2, 3rd Street Lot and Main Avenue Lot)
      b) Special event parking rate of $5

5. Confirm Off-street Parking Rate structure – The Main Avenue Lot monthly rate is not consistent with the other lots because it was closed.
   → PCI recommendations to adjust the monthly Main Avenue Lot fee
      c) Main Avenue Lot - $70 (increasing $8 from $62/month consistent with C1 and C2 Lots)

In summary, the above recommendations align with parking management best practices while identifying unrealized revenue sources, designate PCI the authority to carry out parking functions as outlined in the municipal code, and create consistency across all of the surface parking lot fees and all of the parking operation procedures. Upon approval, PCI will communicate with the stakeholders before the implementation of the recommendations.

PCI intends to analyze the parking operations and bring forward additional observations and recommendations within six months. The goal will be to work with the stakeholders to approve and implement within a year.

Recommendation: To affirm the policy/procedure and rate structure updates as noted above and approve the parking operation recommendations as presented.

Report of Action:
FAHR Meeting of June 15, 2026

__X__ Purchase Policy
____ Budget Adjustment/Reallocation
____ Personnel Request
____ Other Financial

Department: Planning
Description: See Memo. Planning requests a contract amendment with czb, LLC for consulting services related to the Land Development Code rewrite.

Net Financial Impact: $0. $185,000 cost already included in the 2026 budget.

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve contract amendment #2 with czb, LLC for professional consulting services for comprehensive updates to the Land Development Code, Zoning Map and Incentive Policy, pending legal review by the City Attorney.

THE CITY OF Fargo FAR MORE
PLANNING & DEVELOPMENT

FARGO CITY HALL
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
FargoND.gov

MEMORANDUM

TO: **Fargo City Commission**

FROM: **Nicole Crutchfield, Director of Planning & Development**
Mark Williams, Assistant Director of Planning & Development
Kim Citrowske, Planning Coordinator

DATE: **June 10, 2026**

RE: **Contract Amendment #2 with czb, LLC for Land Development Code and Incentive Policy Updates (RFP22159)**

Staff is requesting approval of a second contract amendment with *czb, LLC* for professional consulting services to extend the timeline for the planning process for comprehensive updates to the Land Development Code, Zoning Map and Incentive Policy. The first contract amendment had a not to exceed amount of $850,000, which was financed from the planning services budget and had an anticipated completion date of June 30, 2026.

Contract Amendment #2 proposes to extend the timeline and scope for six months to December 31, 2026 to ensure adequate time for consensus building, community engagement and implementation training by the consultant team. This added scope and timeline increases the contract an additional $100,000 which is included in the approved 2026 Planning Services budget. There is an unexpended amount on the existing contract of $85,000. Total unexpended plus additional timeline extension and scope would equal $185,000 to be spent between July – December.

The original Land Development Code update has included a review of incentives related to implementation of the 2024 Growth Plan. This phase of work is following the LDC update and was included in the original update. Based on the data analysis to date, additional communication and coordination will be needed with the existing and incoming City Commission, Economic Development Incentives Committee and the Renaissance Zone Authority.

Background

The City of Fargo has comprehensively updated the Land Development Code (also known as the zoning ordinance or Chapter 20 of Fargo Municipal Code) in 1925, 1952, 1965 and the current iteration in 1998 which have guided development throughout the city. Development trends as well as community goals have changed and evolved over time and the newly adopted Fargo Growth Plan 2024 outlines the community's intentions for future growth and development. The results of the 2024 Growth Plan will guide this update in order to align the goals for an updated codified set of regulations and entitlement processes as well as a framework to guide optimal development.

Recommendation

Approve contract amendment #2 with czb, LLC for professional consulting services for comprehensive updates to the Land Development Code, Zoning Map and Incentive Policy, pending legal review by the City Attorney's Office.

EQUAL HOUSING OPPORTUNITY

AMENDMENT NO. 2 TO CONSULTING AGREEMENT WITH CZB, LLC

This Amendment No. 2 to Consulting Agreement ***("Amendment No. 2")*** is made as of June ___, 2026 ***("Effective Date")*** by and between **czb, LLC** ("***Consultant***") and the City of Fargo ("***City***" or "**Contractor**") and is made with reference to the following:

RECITALS

A. On January 9, 2023, City and Consultant entered into a Consulting Agreement (the ***"Agreement")*** for professional planning services.

B. On October 29, 2024, City and Consultant signed Amendment No. 1 to the Agreement to reflect additional services to be provided by Consultant not included in the Agreement, to extend the term of the Agreement to June 30, 2026, and to increase the total compensation.

C. The extended term of the Agreement outlined by Amendment No. 1 has been determined to be insufficient to complete the additional services and requires that the term of the Agreement be further extended to December 31, 2026.

D. City and Consultant mutually desire to amend the Agreement, as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SCOPE OF SERVICES

Agreement shall be supplemented to include Part 3, Revised Work Program for Comprehensive Land Development Code Update, Zoning Map Update, Economic Development Policy Update, and Transition Implementation/Training, which is attached hereto as Attachment E and incorporated herein by reference.

2. COMPENSATION

During the extension of the term, Consultant shall invoice City for the remaining $85,000 agreed to in Amendment No. 1 and an additional $100,000 to reflect timeline and scope expansion. In total, Consultant will invoice City $185,000 between July 1, 2026, and December 31, 2026.

Invoices will be scheduled on or about the first of each month from July through December. On receipt of Consultant invoice and satisfactory progress report, transmitted via email in PDF form, City shall make full payment to Consultant within 30 calendar days of receipt.

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 as of the date first set forth above.

CITY OF FARGO, a North Dakota Municipal Corporation

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

ATTEST:

_____
Angie Bear, Deputy City Auditor

czb, LLC, a Maine limited liability company

Charles Buki
By:_____
Its: Managing Member

ATTACHMENT E

Part 3

Revised Work Program for Comprehensive Land Development Code Update, Zoning Map Update, Economic Development Policy Update, and Transition Implementation/Training for the City of Fargo

Revised Work Program – LDC

R-LDC.1 Staff Review Draft- Estimate completion mid-July
Integrate a full staff review to include all departments and all articles of the new LDC draft. Estimate completion mid-July. Includes 1-2 team meetings and a public Code Connect introduction. Results in upcoming Public Draft for consensus building outreach timeline.

R-LDC.2 Staff Review Zoning Map – estimate completion end of July
Introduce a city wide zoning map utilizing new district framework. Coordinate with staff on public outreach measures and technology and data integration. Includes 1-2 team meetings. Include a Code Connect introduction. Results in connecting to Public Final Draft consensus building outreach timeline.

R-LDC.3 City Attorney Review Draft – estimate completion end of August
Utilizing the final staff review draft and the draft zoning map, submit final drafted documents for city attorney review for city and state code conflicts and legal best practices. Unique technical subjects relevant to City issues to include Group Living, Protected Class, First Amendment, Signage. Results with a formal legal review.

R-LDC.4 Public Review Draft and Zoning Map – estimate completion end of August
Introduction of public review code and map with outreach to include onboarding elected and appointed officials, administration transitions, and consensus building development. Results in final working draft documents for use in outreach and engagement activities.

R-LDC.5 Public Review Draft Presentation and Workshops (czb in-person visit)- estimated completion end of August
Conduct and facilitate workshops and engagement activities to include focus group members, Code Connect (2), staff engagement, operational assessments, elected and appointed officials and committee members, operational training. Effected city departments, effected boards and committees, and frequent public members users of the codes having formal Q&A events and opportunity for feedback that is finalized with a short summary document reporting findings. Results with consensus built final documents.

R-LDC.6 Initial Trainings – estimated completion mid-September
Using the consensus built final documents, in person and virtual trainings will be conducted to ensure procedural process changes and regulatory definitions for staff to understand operational changes. Results with onboarding staff.

R-LDC 6.5 Break the Code Trainings (czb in-person visit) – estimated completion end of September
Workshops and training for focus groups, plan review staff and public users. Results with onboarding public users and testing code.

R-LDC.7 Public Hearing Draft and Zoning Map (czb in-person visit)- estimated early October
Public hearing, ordinance developments and adoptions for January 2027 beginning use.

R-LDC.8 Additional Trainings and Workshops– As needed
Each step is dependent on findings through engagement efforts. Timeline and needed coordination will adapt as needed.

Revised Work Program – Economic Development Policy Update

R-EDP.1 Staff Review Draft- mid July - September
Staff (City Administration and multiple departments) receipt and review of analysis report examining RZ, TIF and PILOT programs. Introductions and overview provided to focus groups and appointed and elected officials to be conducted in early September.

R-EDP.2 Revised Report and Executive Summary (czb in-person visit) – early December
Focus group meetings and elected and appointed officials workshops for review of findings based on data provided in Spring 2026. Results in direction for future policy framework development tasks that tie to the Fargo Growth Plan 2024, "optimal growth" definitions, and select context sensitive public benefit definitions.

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: Request to reallocate Bond Proceeds of Annual Appropriation Bonds, Series 2024G

DATE: June 17, 2026

In the fall of 2024, the City issued appropriation bonds for a variety of facility projects including acquisition and improvement of the Police Department Building and improvements to various administrative, public works, and public safety facilities. These original projects are complete or nearly complete. Upon final reconciliation, project costs are lower than estimated. We request to reallocate bond proceeds to other facility-related projects within the scope of the bond purpose as indicated in the Official Statement. Bond counsel agrees these reallocated projects are within the scope of the bond purpose:

> The proceeds of the Series 2024G Bonds will be used to finance (i) various facilities, including the improvement and equipping of public safety, public works and City administrative facilities (the "2024G Project"); (ii) the establishment and deposit of monies into a reserve account for the Series 2024G Bonds; and (iii) the costs of issuance. See "Authority and Security" herein.

Original Projects:	Bond Proceeds Allocation	New Estimated Final Cost	Over/Under	Complete
South Side Fueling Station	770,000.00	781,344.00	(11,344.00)	X
City Hall Parking Ramp Repair	1,300,000.00	1,538,371.50	(238,371.50)	
PDHQ Acquision and Modification	11,820,000.00	11,795,018.67	24,981.33	X
Fire Station 5 Repair	2,500,000.00	2,079,644.43	420,355.57	X
Central Garage Roof	1,105,000.00	791,201.16	313,798.84	X
Library Reconfiguration	121,000.00	178,000.00	(57,000.00)	
PDHQ HVAC Replacement	3,000,000.00	1,950,000.00	1,050,000.00	
RRRDC - City Share of New Facility	2,400,000.00	2,400,000.00	-	
	23,016,000.00	21,513,579.76	1,502,420.24	

Reallocate Remaining Bond Proceeds Approximately to:	estimated cost
Fargo Cass Public Health (FCPH) - New HVAC	425,000.00
PDHQ- replacement of East Doors	88,000.00
FCPH and/or PDHQ - Parking Lot Chip/Mill Seal	242,420.24
PDHQ - Parking Lot Fencing	100,000.00
Fire Station 2 Exterior Siding/Windows & Kitchen Remodel	250,000.00
City Hall - Window Tint Floors 2 & 3	100,000.00
Public Works Admin Bldg Generator Replacement	185,000.00
Public Works Central Garage OH Door & Upgrade	112,000.00
	1,502,420.24

Suggested Motion:
Approve reallocation of approximately $1.5 million in unspent bond proceeds of Series 2024G to facility-related projects as presented.

Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

M E M O R A N D U M

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **FIRE CHIEF GARY LORENZ**

DATE: **JUNE 22, 2026**

SUBJECT: FIRE DEPARTMENT GRANT ACCEPTANCE FROM NORTH DAKOTA DEPARTMENT OF EMERGENCY SERVICES – FI055

The North Dakota Department of Emergency Services (NDDES), Division of Homeland Security has approved the Fire Department's grant application for the FY 2025 State Homeland Security Grant Program in the amount of $140,350.00. Items to be purchased include personal protective gear, monitors, tools, other authorized equipment and training of regional response team members. The grant is 100% funded. Matching funds are not required for the purchases.

Proposed Budget Adjustment:

Revenue:
101-0000-331.12-42 $140,350.00

Expense:
101-4045-412.61-41 $140,350.00

RECOMMENDED MOTION: Approve contract with North Dakota Division of Homeland Security for grant funding in the amount of $140,350.00 for the procurement of equipment and training for regional response teams and authorize the budget adjustment in the amount of $140,350.00 (FI055).

NORTH Dakota | Emergency Services
Be Legendary.

June 4, 2026

City of Fargo (Fire Dept)
Timothy Mahoney, Mayor of Fargo
637 NP Ave
Fargo, ND 58102

Dear Mayor Timothy Mahoney:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDES) Division of Homeland Security, your grant application submitted for the FY 2025 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of $140,350.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter. If you need additional time to obtain signatures due to local administrative requirements, please inform NDDES within the 10-day period.

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial first page of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and initialed Special Conditions page into the NDDES Grants System (https://grants.des.nd.gov) to the Project page. (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/entity's procurement policy to the Project page. (Note: A documented procurement policy is required per 2 CFR §200.318(a)).

Procurement Requirements

Federal 2 CFR §200.318-200.326 Procurement Standards as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of $15,000 or more **must** obtain a **minimum** of **three quotes** (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be **excluded** from competing on those procurements. (2 CFR §200.319(b)) regardless of cost of project. Avoid conflicts of interest (2 CFR §200.318(c)).

Quotes must match, in quantity and type of product or service, to ensure that all vendors are quoting on the same specifications. Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDES prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.

NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist for more information on the types of documentation you will need to provide to NDDES to show compliance. This information can be found at General Resources (Non-Disaster) - grants.des.nd.gov.

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. More information and a current list of State Contracts can be found at State Contracts and Cooperative Purchasing | Office of Management and Budget North Dakota. Click on the State Contracts List Select button. You may be asked to verify your browser. Select **Active** from the dropdown box under **Status** at the top of the page Select **Yes** from the dropdown box under **Cooperative Agreement?** At the top of the page.

Project Reporting

Project status reports are required quarterly. The final report is due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at https://grants.des.nd.gov on the Project page under Progress Monitoring tab.

Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at https://grants.des.nd.gov
2. On your home page click on **FY 2025 SHSP** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Dave Rice at 701-328-8100 with any questions.

Sincerely,

Debbie LaCombe

Debbie LaCombe
Preparedness Chief

NORTH Dakota | Emergency Services
Be Legendary.

NDDES

NOTICE OF GRANT AWARD			
Recipient Contact Name: Debbie LaCombe		**Recipient Contact #**: 701-328-8119	
Title of Grant Program: FY 2025 State Homeland Security Grant Program			
CFDA No. 97.067 SHSP		**Federal Award to NDDES:** $4,362,750	
Federal Award Identification Number: EMW-2025-SS-05047		**Federal Award Date:** September 26, 2025	
This award is **not** for R&D.	**Indirect Cost Rate:** 0% - ND does not have an approved ICR.		
Federal Awarding Agency: U.S. Department of Homeland Security			
Subrecipient Name and Address City of Fargo (Fire Dept) 637 NP Ave Fargo, ND 58102		**Subrecipient Authorized Contact Name:** Andrea Bullinger Telephone: 701-241-1539 Email: abullinger@FargoND.gov	
Subrecipient UEI: K2QJQZVH5PM6	**Subrecipient Grant Number:** 2		**County/Tribe:** Cass
Period of Performance/Budget Period:	**Start Date:** 6/4/2026		**End Date:** 8/31/2028
Total Federal Funds Obligated: $140,350.00	**Subrecipient Cost Share:** $0.00		**Total Project Cost:** $140,350.00
Project Description: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDES quarterly through the NDDES grant portal (https://grants.des/nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Polices for Federal Programs which can be found at https://grants/des/nd.gov/site/HSGP.cfm. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		**Evidence of NDDES Approval**	
Signature	Date	Darin Hanson Signature	5/27/2026 Date
Name and Title of Authorized Representative Timothy Mahoney Mayor of Fargo		**Name and Title of Authorized Representative** Darin Hanson Director, HSEM	

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

M E M O R A N D U M

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **JENN FAUL**
DIRECTOR OF PUBLIC HEALTH

DATE: **JUNE 16, 2026**

RE: **NOTICE OF SUBAWARD FOR WATER POLLUTION – EPA BLOCK FROM ND DEPARTMENT OF ENVIRONMENTAL QUALITY (NDDEQ).**
NO: G25.052 ASSISTANCE LISTING #: 66.605
FUNDS: $1,250
EXPIRES: 06/30/2027

The attached notice of subaward is from ND Department of Environmental Quality from the EPA. Fargo Cass Public Health will receive $1,250 to act as a local point of contact for county commissioners, city staff, and planning and zoning staff as it relates to water pollution control requirements. Our staff will report spills and illegal dumping, as well as work with municipal wastewater systems, septic tank pumpers, onsite wastewater treatment systems, and stormwater discharges.

If you have any questions, please contact me at 241.1380.

Suggested Motion:
Move to approve this notice of grant award from ND Department of Environmental Quality.

JF/lls
Attachment

NOTICE OF SUBAWARD
NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDDEQ) - UEI: ZP9KYB67ZB46
(3-2025)

Subaward Number	**Assistance Listing Name**		**Assistance Listing Number**
G25.052	Performance Partnership Grants		66.605
FAIN Number	**Subaward Type (Check One)**	**Subaward Start Date**	**Subaward End Date**
99861725	☒ **Program** ☐ **R&D**	6/15/2026	6/30/2027
Federal Award Date	**Federal Awarding Agency**		
9/24/2024	Environmental Protection Agency		

The Parties to this subaward are the NDDEQ (Grantor) and the Subrecipient. This subaward is not effective and expenditures related to this subaward should not be incurred until both Parties have signed this subaward. If attachments are referenced, they must be returned with the signed subaward. If attachments were not provided, contact the Program Director identified below.

Title of Project/Program Water Pollution – EPA Block	**NDDEQ Project Code** 5531 EQ3993-31
Subrecipient Name Fargo Cass Public Health	**Program Director** Marty Haroldson
Address 1240 25th St. S	**Address** 4201 Normandy Street
City/State/ZIP Code Fargo, ND 58103	**City/State/ZIP Code** Bismarck, ND 58503-1324
Contact Name Jenn Faul, Director of Public Health	**Contact Name** Sarah Waldron-Feld
Telephone Number 701.241.1380	**Telephone Number** (701) 328-5237
Email Address jfaul@fargond.gov	**Email Address** sfeld@nd.gov

	NDDEQ Cost Share	**Subrecipient Cost Share**	**Total Costs**
Amount Awarded	$1,250	$417	$1,667
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$1,250	$417	$1,667
Indirect Rate (Check One)	☐ **Subrecipient waived indirect costs**	☒ **De minimus rate of 15%**	☐ **Negotiated/Approved rate of ___%**

Scope of Service
Subrecipient will conduct Water Pollution Program activities and will act as a local point of contact for county commissioners, city staff, and planning and zoning staff as it relates to water pollution control requirements. Subrecipient will report spill and illegal dumping to the Department as it becomes aware of such activities. In addition, Subrecipient will work with the Department on municipal wastewater systems, septic tank pumpers, onsite wastewater treatment systems, and stormwater discharges and will conduct surveys and investigations as requested by the Department.

Reporting Requirements
Monthly or quarterly Request for Reimbursement and progress report should be submitted to the Department. At the end of the state fiscal year, a final Request for Reimbursement and progress report for the period ending June 30, 2026 must be received by July 15, 2026. A final Request for Reimbursement and progress report the period ending June 30, 2027 must be received by July 15, 2027. Payments will be processed upon Department approval of progress reports (i.e. daily activity logs/explanation of activities under the subaward) and expenditure reports unless otherwise specified in the Special Conditions.

Special Conditions
Once fully executed, expenses related to the Scope of Service of this subaward will be covered as early as October 1, 2025. Payments will be processed at seventy-five (75) percent of the total expenditures reported. Twenty-five (25) percent match funding is required by Subrecipient.

Subrecipient has agreed to use de minimis rate of 15% for indirect costs. In accordance with 2 CFR 200.414(f), Subrecipient can charge a 15% de minimis rate of modified total direct costs. Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subaward). Note, in accordance with CFR 200.414(f) there are restrictions in use of 15% de minimus rate.

This subaward is subject to the following terms and conditions and applicable State and Federal Regulations.

1. SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING

Subrecipient understands that this subaward is a one-time subaward and acknowledges that it has received no assurances that this subaward may be extended beyond its expiration date.

2. TERMINATION

a. Termination for Convenience or by Mutual Agreement

This subaward may be terminated by Grantor upon thirty (30) days' written notice to Subrecipient. This subaward may be terminated by mutual consent of both Parties executed in writing.

b. Termination for Lack of Funding or Authority

Grantor by written notice to Subrecipient may terminate the whole or any part of this subaward under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services in the indicated quantities or term.
2. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this subaward or are no longer eligible for the funding proposed for payments authorized by this subaward.
3. If any license, permit, or certificate required by law or rule, or by the terms of this subaward, is for any reason denied, revoked, suspended, or not renewed.

Termination of this subaward under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

c. Termination for Cause

Grantor may terminate this subaward effective upon delivery of written notice to Subrecipient, or any later date stated in the notice:

1. If Subrecipient fails to provide services required by this subaward within the time specified or any extension agreed to in writing by Grantor; or
2. If Subrecipient fails to perform any of the other provisions of this subaward, or so fails to pursue the work as to endanger performance of this subaward in accordance with its terms.

The rights and remedies of Grantor provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this subaward.

3. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If Subrecipient is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then Grantor may seek all available remedies, up to and including termination of this subaward pursuant to its Termination Section, and Grantor shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

4. ASSIGNMENTS AND SUBCONTRACTS

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

Subrecipient may enter into subcontracts provided that any subcontract acknowledges the binding nature of this subaward and incorporates this subaward, including any attachments. Subrecipient is solely responsible for the performance of any subcontractor with whom Subrecipient contracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

5. SPOLIATION-PRESERVATION OF EVIDENCE

Subrecipient shall promptly notify Grantor of all potential claims that arise or result from this subaward. Subrecipient shall also take all reasonable steps to preserve all physical evidence and information under its control that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Grantor the opportunity to review and inspect such evidence, including the scene of the accident.

6. INTEGRATION, MODIFICATION, AND SEVERABILITY

This subaward constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this subaward. No alteration, amendment, or modification of this subaward is effective unless it is reduced to writing and signed by the Parties.

If any term of this subaward is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this subaward did not contain that term.

7. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this subaward.

8. CONTINGENT LIABILITY

During the term of this subaward, and for three years after this subaward expires or is terminated, Subrecipient agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this subaward to the extent those claims are disallowed by any federal agency for failure on the part of Subrecipient to comply with this subaward or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Subrecipient prompt written notice of any disallowed claims subject to reimbursement by Subrecipient. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

9. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this subaward beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this subaward. If those appropriations are not forthcoming, Grantor will notify Subrecipient as soon as possible and the subaward will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the subaward.

10. EVALUATION

Grantor shall, throughout the effective dates on the subaward, conduct an ongoing evaluation of Subrecipient's performance in carrying out the Scope of Service in the subaward. Compliance with subaward requirements and assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Subrecipient in accomplishing stated goals and objectives.

SUBRECIPIENT ASSURANCES

11. ASSURANCES

Subrecipient understands in connection with furnishing supplies or performing work under this subaward, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this subaward including the following:

a. Fair Labor Standards Act, Equal Pay Act of 1963
b. Titles VI and VII of the Civil Rights Act of 1964
c. Age Discrimination Employment Act of 1967
d. Age Discrimination Act of 1975
e. Drug-free Workplace Act of 1988
f. Americans with Disabilities Act of 1990
g. Section 504 of the Rehabilitation Act of 1973
h. Executive Order 13043, Increasing Seat Belt Use in the United States

i. Hatch Act (5 U.S.C. 1501-1508 and 7324-7328)
j. Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))
k. Build America, Buy America of the Infrastructure Investment and Jobs Act (P.L. 117-58, §§70911-70917)
l. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

12. APPLICABLE COSTS
Unless otherwise authorized by federal law, the charges to be made by Subrecipient do not include costs financed by federal monies other than those generated by this subaward.

13. DEBARMENT/SUSPENSION
By signing this subaward, Subrecipient certifies that neither Subrecipient, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

14. RESTRICTIONS FOR LOBBYING
Subrecipient assures that:

a. No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal subaward, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, subaward, loan, or cooperative agreement. If any subaward funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, subaward, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
b. Subrecipient shall require that the language of the Subrecipient Assurances in this subaward be included in the award documents for all subawards at all tiers (including subcontracts, Subawards, and contracts under subawards, loans, and cooperative agreements) and that all subrecipients shall comply with these assurances.
c. Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grass roots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any subaward or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

15. COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS
Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6962, and Executive Order 12873 requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40 CFR Part 247 Subpart B).

16. EQUIPMENT
Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D, §200.313, title to equipment acquired under a subaward will vest upon acquisition in the Subrecipient.

17. FEDERAL AUDIT REQUIREMENTS

Subrecipient agrees to keep financial records necessary to fully disclose the complete financial status of the subaward. Subrecipient must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Subrecipient agrees to meet all audit requirements as specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this subaward by reference.

18. NOTICE

All notice or other communication required under this subaward must be given by registered or certified mail and are complete on the date postmarked when addressed to the Parties at the following addresses. Notice provided under this provision does not meet the notice requirements for monetary claims against the Grantor found at North Dakota Century Code § 32-12.2-04.

SUBRECIPIENT	GRANTOR
Fargo Cass Public Health	L. David Glatt, P.E.
Jenn Faul, Director of Public Health	Director
1240 25th Street South	4201 Normandy Street
Fargo, ND 58103	Bismarck, ND 58503-1324

19. CERTIFICATION

By signing this subaward, Subrecipient certifies the following:

a. The organization/agency has agreed upon the conditions of the subaward applicable to funding received through all subawards issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.
b. If the organization/agency expends $1,000,000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.
c. The person(s) responsible for authorizing, expending or accounting for subaward funding will be provided access to the circulars and subaward requirements as specified in Section 17.
d. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Unique Entity ID (SAM)	Federal Taxpayer Identification Number (FEIN) SSN
K2QJQZVH5PM6	*EIN: 456002069*

20. EFFECTIVENESS OF CONTRACT

This subaward is not effective until fully executed by both Parties.

SUBRECIPIENT	STATE OF NORTH DAKOTA
Fargo Cass Public Health	Acting through its Department of Environmental Quality
BY: *Jenn Faul*	BY:
Jenn Faul	L. David Glatt, P.E.
Director of Public Health	Director
DATE: 06/16/2026	DATE:
City of Fargo	
BY:	
Timothy J. Mahoney	
Mayor, City of Fargo	
DATE:	Attest: Angie Bear, Deputy Auditor

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

M E M O R A N D U M

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **JENN FAUL**
DIRECTOR OF PUBLIC HEALTH

DATE: **JUNE 16, 2026**

RE: **RURAL HEALTH TRANSFORMATION PROGRAM GRANT AGREEMENT WITH ND DEPARTMENT OF HEALTH AND HUMAN SERVICES AND RURAL HEALTH TRANSFORMATION PROJECT.**
NO: 210-10121 **ASSISTANCE LISTING #: 93.798**
FUNDS: $77,474.32
EXPIRES: 10/30/2026

The attached agreement is for a one-time grant that expires on 10/30/2026. These funds will support the Fit & Strong fitness program that helps increase bone density, muscle mass, and decrease fat. As well as improving health outreach utilizing the Mobile Health Unit Van by going out into the counties to provide immunizations, family planning, WIC services, and other education/services.

If you have any questions, please contact me at 241.1380.

Suggested Motion:
Move to approve this notice of grant award from the ND Department of Health and Human Services and Rural Health Transformation Project.

JF/lls
Attachment

Rural Health Transformation Program Grant Agreement

The state of North Dakota, acting through its North Dakota Department of Health and Human Services (NDHHS), Rural Health Transformation Project (RHTP) (Grantor), has determined the services identified in the Scope of Service as outlined in Section ten (10) will be provided paragraph below form an appropriate basis for the expenditure of funds allocated to Grantor.

Rural Health Transformation Program (RHTP) is supported by Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (U.S. HHS) as part of a financial assistance award totaling $198,936,969.55 with 100 percent (100%) funded by CMS/U.S. HHS. The contents of this Grant Agreement are those of Grantor and do not necessarily represent the official views of, nor an endorsement, by CMS/U.S. HHS, or the U.S. Government.

Fargo Cass Public Health (FCPH), 225 4th St N, Fargo, ND 58102 proposes to provide the outlined service as listed in section ten (10).

Grantor Procurement Officer

Connie Faulkner
cfaulkner@nd.gov
701-298-4872

Grantor Project Manager

Nicole Benson; Make ND Healthy Again; Manager
ndbenson@nd.gov
(701) 328-9135

Grantee Point(s) of Contact

Jenn Faul
jfaul@fargond.gov
701-241-1380
225 4th St N, Fargo, ND 58102

Grantor and Grantee therefore enter into the following:

Grant Structure and Funding Terms

1. Term of Grant

This Grant runs from June 12, 2026, through October 30, 2026, (the "Term"). This Grant will not automatically renew.

Grantor may extend this Grant for up to four (4) additional 12-month periods beyond the expiration date of this Grant, upon written agreement of the parties.

The Budget Period refers to the timeframe during which contract funds are available to the Grantee for allowable expenditures under this Agreement. Only costs incurred during the Budget Period, and consistent with the approved budget and contract terms, may be charged to this Agreement.

Budget Period: June 12, 2026, through October 30, 2026

The Period of Performance is the timeframe during which project activities will be carried out and completed, including implementation, reporting, and final deliverables

The Period of Performance: June 12, 2026, through October 30, 2026

The Period of Performance may extend beyond the Budget Period to allow for completion of program activities, reporting requirements, or final deliverables. However, no grant funds may be expended outside of the established Budget Period unless explicitly authorized in writing by Grantor Procurement Officer.

2. Grant Award

a. Grantee is required to utilize the Program Reporting System (PRS) for submission of reimbursement requests and required reporting. Access to the PRS can be found here: https://secure.apps.nd.gov/doh/prs/Security/LoginForm/LoginForm?ReturnUrl=%2fdoh%2fprs%2f. Please refer to Attachments 1 and 2 for detailed instructions on system use and reporting requirements.

b. Grantee will submit reimbursement requests on a monthly basis and must submit a final request no later than 30 days following the end of the Period of Performance or termination of the Agreement.

c. The total amount paid under this Grant may not exceed $77,474.32 Funds will not be paid for services until the services have been provided. Grantee shall submit its request for reimbursement to Grantor monthly. Grantor may not pay Grantee until Grantee signs and returns to Grantor the Certification of the 2 C.F.R. Part 200 Informational Guide, which is made a part of this Grant by its reference here.

d. Federal award funds must supplement, not replace (supplant) non-federal funds. Grantee shall ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected federal funds.

e. All travel costs must comply with the requirements in 2 C.F.R. § 200.475.

f. The funds appropriated in this Grant may not be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. This salary cap applies to direct salaries. Grantee may pay salaries at a rate higher than the Executive Level II if the amount beyond the U.S. HHS salary cap is paid with non-U.S. HHS funds and paid with Grantee funds. Since the Executive Level II rate and U.S. HHS Appropriations Act citation changes each year, U.S. HHS refers to the most recent information posted on the Office of Personnel Management website.

g. Anticipated funding at the time this Grant is executed is listed below. The funding source of actual payments and the federal program can be verified by contacting Grantor's Finance Division.

h.

Anticipated Funding:

Source	Dollar Amount
Federal	$77,474.32
State	$
Other	$
Unknown	$

Assistance Listing Number: 93.798.

Federal Award Identification Number: RHTCMS332043

Federal Award Date: 02/24/2026

Unique Entity ID Number: K2QJQZVH5PM6- City of Fago

This award is not for Research and Development.

3. Grantee's Understanding of Term of Funding

Grantee understands that this Grant is a one-time grant and acknowledges that it has received no assurances that this Grant may be extended beyond its expiration date.

Funds are not presently available for this Grant past its expiration date. Grantor's obligation under this Grant is contingent upon the availability of appropriated funds from which payment for grant purposes can be made. No legal liability on the part of Grantor for any payment may arise past the expiration date of this Grant until funds are made available to Grantor for this Grant, Grantee receives notice of such availability, and an extension is made by written agreement of the parties.

4. Continued Funding

Grantee must demonstrate satisfactory performance during the previous funding cycle(s) to be issued additional year funding; or, in the case of multi-year awards where all funding is issued in the first year, to ensure continued access to funding.

Additionally, as is noted in 2 C.F.R. Part 200, CMS annually conducts a review of risks posed by applicants prior to award (recipients should review the factors in their entirety at 2 C.F.R. § 200.206). At-risk recipients, including those which do not comply with reporting requirements or have outstanding audit findings, may not receive a non-competing continuation award. Alternatively, recipients could receive decreased funding, or their award could be terminated subject to the provisions at 2 C.F.R. § 200.340 if they are non-compliant with the terms and conditions of award.

5. Expenditure Expectations and Future Funding Impact

Full and timely expenditure of awarded RHTP funds is critical to Grantor's ongoing federal funding considerations. Failure by Grantor or Grantee to effectively expend RHTP funds may negatively impact future award levels or funding opportunities.

Grantee is expected to:

a. Monitor spending monthly.

b. Identify potential underutilization early.

c. Notify Grantor of anticipated unspent funds.

d. Develop corrective spending plans when necessary.

Grantee acknowledges that failure to comply with supplanting, cost allocation, or expenditure requirements may result in corrective action, disallowed costs, repayment, reduction in future funding allocations, or termination of this Grant.

6. Prohibited Uses of Grant Funds

The following list contains costs that are unallowable for all CMS programs, including this Grant:

a. Pre-award costs.

b. Meeting matching requirements for any other federal funds or local entities.

c. Services, equipment, or supports that are the legal responsibility of another party under federal, state, or tribal law such as vocational rehabilitation or education services. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodation that are a specific obligation of the employer or other party.

d. Goods or services not allocable to the approved project.

e. Supplanting existing state, local, tribal, or private funding of infrastructure or services, such as staff salaries.

f. Construction.

g. Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life as a direct cost except with the prior written approval.

h. The cost of independent research and development, including their proportionate share of indirect costs in accordance with 2 C.F.R. § 300.477.

i. Profit to any recipient even if the recipient is a for-profit organization. Profit is any amount in excess of allowable direct and indirect costs.

j. Funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body. See also 45 C.F.R. Part 93, 2 C.F.R. § 200.450, and applicable appropriations laws.

k. Other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government, funding awarded under this Grant may not be used for:

    1) Paying the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation,

administrative action, or executive order proposed or pending before the Congress or any state government, state legislature, or local legislature or legislative body.

2) Lobbying, but recipients can lobby at their own expense if they can segregate federal funds from other financial resources used for lobbying.

3) Certain telecommunications and video surveillance equipment. See 2 C.F.R. § 200.216.

l. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.

m. Costs of advertising and public relations designed solely to promote the non-federal entity.

n. Meals unless in limited circumstances such as:

1) Subjects and patients under study;

2) Where specifically approved as part of the project or program activity (not recipient specific), e.g., in programs providing children's services; and

3) As part of a per diem or subsistence allowance provided in conjunction with allowable travel. For guidance on some types of costs that are restricted or not allowed, see 2 C.F.R. Part 200.

7. Stevens Amendment

a. When issuing statements, press releases, publications, requests for proposals, bid solicitations, and other documents – such as toolkits, resource guides, websites, and presentations – describing the projects or programs funded in whole or in part with U.S. HHS funds, Grantee must clearly state:

1) the percentage and dollar amount of the total costs of the program or project funded with federal money; and

2) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

b. Acknowledgement of Support

When issuing statements resulting from activities supported by U.S. HHS financial assistance, Grantee must include an acknowledgement of federal assistance using one of the following or a similar statement (see immediately below).

1) If this Grant is NOT funded with other non-governmental sources:

This project is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling $77,474.32 100% percent funded by CMS/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

c. Review by Grantor. Grantee shall submit the following to the Grantor Procurement Officer for review and comment:

1) At least 30 days prior to its release:

a) Publications that report results from or describe information obtained through this Grant.

b) Any external formal presentation of any report or statistical or analytical material based on information obtained through this Grant. Formal presentations include papers, articles, professional publication, speeches, and testimony.

c) External presentation-related materials, such as abstracts, power point presentations or other slide decks, posters, and videos.

d) All public materials specific to the program including, brochures, recruitment materials, informational materials, advertisements, website copy, website pages, videos, and op-ed articles.

2) At least 7 days prior to release:

a) Any press release or media advisory concerning the outcome of activities supported through this Grant.

b) All media interviews, media requests, releases of information, filming, and broadcasts.

3) For 1 year after completion of the project, Grantee shall continue to submit for review and comment all publications, presentations, and communications resulting from this Grant or based on information obtained through this Grant, including papers, articles, professional publications, power point presentations, posters, speeches, announcements, and testimony in any format, including digital technology.

4) It is the policy of U.S. HHS that Grantee must communicate to Grantor how the dollar amounts and funding percentages are calculated, including whether indirect costs have been incorporated. Grantee must submit this information to Grantor for review and comment for each applicable type of result/accomplishment according to the same timeline schedule outlined above.

5) Specifically excluded from the review and comment process are internal presentations, information discussions, in general, class lectures, and informal meetings and conversations with community leaders. However, if such a presentation or slide deck is later re-purposed for a public event, it must be submitted in advance for Grantor review.

6) One copy of each publication resulting from work performed under any project supported by this Grant must accompany the final progress report.

8. Grantee Assurances

Grantee shall comply with the assurances set forth in the Grantee Assurances found in Attachment A, which is incorporated herewith.

9. Termination

a. Termination by Mutual Agreement or Notice

This Grant may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party.

If Grantee terminates this Grant prior to the end of the Term, it must include in its written notice (both hard copy and via email) to the Grantor Procurement Officer and Grantor Project Manager a letter signed by the Grantee and submitted as an amendment. Grantor and CMS will not be liable for any close-out costs that are borne by Grantee as a result of termination under this subsection. Grantee has three (3) days to return all unused grant funds after effective date of termination.

b. Termination for Lack of Funding or Authority

Grantor may terminate the whole or any part of this Grant, effective upon delivery of written notice to Grantee or on any later date stated in the notice, under any of the following conditions:

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or for the indicated term. The Grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.

2) If federal or state laws or rules are modified or interpreted in a way that the services or supplies are no longer allowable or appropriate for purchase under this Grant or are no longer eligible for the funding proposed for payments authorized by this Grant.

3) If any license, permit, or certificate required by law or rule, or by the terms of this Grant, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Grant under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for Cause
Grantor may terminate this Grant effective upon delivery of written notice to Grantee, or any later date stated in the notice:

1) If Grantee fails to provide services or obtain supplies required by this Grant within the time specified or within any extension agreed to by Grantor; or

2) If Grantee fails to perform any of the other provisions of this Grant or so fails to pursue the work in a way that endangers performance of this Grant in accordance with its terms.

The rights and remedies of Grantor provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

Scope of Work and Performance Obligations

10. Scope of Service

Grantee shall:

1. FCPH goal is to improve their people through a well-rounded program by utilizing different functionalities. The first being fitness. We will teach evidence-based fitness class, Fit & Strong, to adults who have osteoarthritis, (track participants, increase in bone density, muscle mass, and decrease fat by using the in-body scale requested. The second is improving health outreach by utilizing the Mobile Health Unit throughout Cass County - track clients served in MHU by program. This would include offering immunizations and family planning in the rural areas.

2. We will be able to track the immunizations and family planning assistance by number of patients and in which areas we were completing the outreach. We will count the number of WIC clients enrolled and recertified with replaced equipment. We will also be tracking the locations we are visiting.

Method of Accountability: Jenn Faul, Director of Fargo Cass Public Health will have the identified metrics reported monthly for verification of FCPH performance.

Grantee and Grantor shall identify outcome measures relating to services provided by Grantee. Grantee shall provide outcome measure reports to Grantor as required by Grantor.

11. Nonperformance

a. Notification of Risks or Problems

Grantee shall immediately, within 24 hours, upon discovery notify the Grantor Procurement Officer and Grantor Project Manager in writing of any significant problems or risks relating to the administrative, financial, and programmatic aspects of the award.

1) Significant problems include, but are not limited to, adverse findings pursuant to the terms of this Grant, Grantee's duty to track all subcontractors to this Grant, or issues or barriers that may cause Grantee to miss milestones described in Grant.

2) Grantor may elect to allow Grantee an opportunity to take appropriate remedies which may include the Grantee accepting specific award conditions, technical assistance, and/or adhering to a non-compliance action plan within a timeframe and manner determined by Grantor.

3) If Grantee fails to meet the terms of any non-compliance action plan within the designated timeframe, Grantor may terminate this, Grant.

4) If Grantee's actions endanger the public health and welfare, in the sole opinion of Grantor, Grantor may immediately terminate this Grant without the opportunity for corrective action.

5) In the event of a conflict between the terms of this section and applicable federal regulations, federal regulations shall prevail.

b. Remediation Actions

Grantee must remedy noncompliance within 90 days after being notified by Grantor. Remediation may include submission of a non-compliance action plan detailing its plan to resolve the non-compliance. If Grantee does not remedy noncompliance, Grantor may recover past payments and withhold further payments of both workload and baseline funding. If Grantor withholds or recovers funding, Grantor may withhold or recover amounts as follows:

1) For violations that affect Grantee's technical score: Proportional to the incremental award funds granted based on the technical score points Grantee was previously awarded. This means that Grantor may recalculate workload funding based on a Grantee's updated technical score and withhold or recover funding accordingly.

2) For violations that do not directly affect Grantee's technical score: Assessed on a case-by-case basis. All prior and future payments may become eligible for withholding and/or recovery.

As required by Public Law 119-21, any amounts withheld or recovered shall be returned to the Treasury of the United States.

c. Failure to Perform

Failure by Grantee to perform the terms of this Grant constitutes a breach of contract and may result in the termination of the Grant. If a breach by Grantee renders the Grant impossible to perform by Grantee and is caused by circumstances beyond the control of Grantee, and through no fault of Grantee, the Grant will be terminated and Grantor may set off, against any liability or obligations owed to Grantee under this Grant or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

12. Project and Data Integrity

Grantee must protect the confidentiality of all project-related information that includes personally identifying information. Grantee must assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted. Grantor shall not direct the interpretation of the data used in preparing these documents or reports. At any phase in the project, including the project's conclusion, Grantee, if requested by Grantor, must deliver to Grantor materials, systems, or other items used, developed, refined or enhanced in the course of, or under this Grant. Grantee agrees that Grantor or CMS must have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the items for federal government purposes. See also 2 C.F.R. § 200.315(b).

13. Fraud, Waste, and Abuse

The U.S. HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements as well as the U.S. HHS OIG website. Information may also be submitted by email or by mail to:

Office of the Inspector General
U.S. Department of Health & Human Services
Attn: HOTLINE 330 Independence Ave., SW
Washington, DC 20201

Such reports are treated as sensitive material, and submitters may decline to give their names if they choose to remain anonymous.

14. Mandatory Disclosures

Consistent with 2 C.F.R. § 200.113, Grantor must promptly disclose, in writing, to CMS with a copy to the U.S. HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, subrecipients must promptly disclose, in a timely manner, in writing to the Grantor Procurement Officer and the U.S. HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to CMS and to the U.S. HHS OIG at the following addresses:

U.S. Department of Health & Human Services
Centers for Medicare & Medicaid Services
Office of Acquisition and Grants Management
Attn: Director, Division of Grants Management, Mandatory Grant Disclosures
7500 Security Blvd, Mail Stop B3-30-03
Baltimore, MD 21244-1850

Materials must also be scanned and emailed to your Grants Management Specialist.

And

U.S. Department of Health & Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339, including suspension or debarment (See 2 C.F.R. Part 180; 2 CFR Part 376; and 31 U.S.C. § 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

Financial Management

15. Cost Principles

Grantee and its subrecipients must comply with the cost principles set forth in U.S. HHS regulations at 2 C.F.R. Part 200, Subpart E. Grantee and its subrecipients must also use these principles as a guide in pricing fixed-price contracts and subcontracts when costs are used in determining the appropriate price. Hospitals must follow Appendix IX to 2 C.F.R. Part 300.

For-profit recipients are subject to 48 C.F.R. Subpart 31.2. For more detailed information on applicability and exemptions, refer to 2 C.F.R. § 200.401.

Guidelines for determining direct and indirect (F&A) costs charged to federal awards are provided in 2 C.F.R. Part 200, Subpart E, §§ 200.412 – 200.419. Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in 2 C.F.R. Part 200, Appendices III & IX.

For-profit entities which receive the preponderance of their federal awards from U.S. HHS may contact the Division of Financial Advisory Services (DFAS), Indirect Cost Branch, to negotiate an indirect cost rate.

Otherwise, for-profit organizations are limited to the 15% de minimis rate in accordance with 2 C.F.R. § 200.414(f).

16. Direct and Indirect Rates

The terms of this Grant provide for an indirect rate. This rate is limited to the rate negotiated for the time frame the direct expenditures were incurred. Grantee may claim such direct and indirect costs provided they are consistent with the 2 C.F.R. Part 200 Informational Guide.

17. Financial Reporting

Grantee must record expenses in real-time as well as submit quarterly, semi-annual, or annual expenditure reports.

a. Quarterly and semi-annual expenditure reports are due no later than 10 days following the applicable period.

b. Annual expenditure Federal Financial Reports are due no later than 30 days following the applicable budget period end date or 12-month period for multi-year budget periods.

c. Final reports are due no later than 90 days following the period of performance end date.

    1) The final report must show cumulative expenditures under this Grant and any unobligated balance of federal funds and as appropriate.

    2) Additionally, Grantee must liquidate all obligations incurred under the award not later than 90 days after the end of the period of performance.

This deadline may be extended with prior written approval from the Grantor Procurement Officer.

18. Audit Responsibility and Expense Allowability

For a period of five (5) years after the completion of the Term of this Grant, Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the Grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. If Grantee has expended federal

funds (when considering all sources) during Grantee's fiscal year at the amount specified in 2 C.F.R. Part 200 Uniform Grant Guidance, which is made a part of this Grant by reference here, that the federal regulations must be followed pursuant to the Single Audit Act of 1984, Public Law 98-502, and the Single Audit Act Amendments of 1996, Public Law 104-156.

Additionally, Grantee agrees to spend all assistance received from Grantor in accordance with applicable laws and regulations from the 2 C.F.R. Part 200 Informational Guide.

19. Audit Reporting (see 2 C.F.R. § 200.501)

A non-federal entity that expends $1,000,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year and submit an audit reporting package to the Federal Audit Clearinghouse (FAC). U.S. HHS grant awarding agencies are required to ensure that single or program-specific audits are completed and reported by recipients within nine months after the end of the audit period (recipient FY end date).

For questions and information concerning the FAC submission process, please contact the FAC (entity which assists federal cognizant and oversight agencies in obtaining audit data and reporting packages) at 888-222-9907.

For-profits including for-profit hospitals should consult 2 C.F.R. § 300.218 for limitations on profit and program income. Audits for for-profit organizations with U.S. HHS programs must be sent to:

a. the U.S. HHS Audit Resolution Division (ARD) via email at For-Profit_Audit@hhs.gov

b. copy to: Grantor Procurement Officer

c. All for-profit organization audit submission questions should be sent to ARD via email at AuditResolution@hhs.gov.

Do not send audits for organizations (for-profits) to the FAC.

20. Monitoring, Reporting, and Access to Information

At any time during the term of this Grant and for a period of five (5) years thereafter, Grantor may request and receive updates regarding the status of this Grant, the use of funds provided under this Grant, and the acquisition, use, condition, and disposition of any equipment purchased in whole or in part with funds issued under this Grant.

Upon request, Grantee shall provide timely written reports, documentation, records, and other information necessary to verify compliance with the terms of this Grant. Such documentation may include:

a. Proof of purchase and payment records

b. Inventory records and asset tagging documentation

c. Location and condition of equipment

d. Maintenance and usage logs

e. Financial records related to funded expenditures

f. Status updates on performance of agreement deliverables

Upon reasonable notice, Grantor may conduct site visits, inspections, or audits to verify compliance. Grantee shall provide access to facilities, personnel, records, and equipment as reasonably necessary for such review.

21. Retention of Records

Grantee agrees to retain records for at least three years, unless longer retention is required by 2 C.F.R. § 200.334, following submission of final financial report of this Grant or, if subject to audit, from the date the audit is completed and closed, whichever occurs later. Program records must be maintained for a period of six years or until an audit is completed and closed, whichever occurs later. All records, regardless of physical form, and the accounting practices and procedures of Grantee relevant to this Grant are subject to examination by the North Dakota State Auditor, the Auditor's designee, Grantor Contract Monitoring, U.S. HHS, CMS, Inspector General, Comptroller General, or federal auditors and Grantee must be able to provide them at any reasonable time. Grantor, State

Auditor, Auditor's designee, or Grantor Contract Monitoring shall provide reasonable notice.

22. Contingent Liability

During the term of this Grant, and for three (3) years after this Grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for financial participation in the cost of this Grant to the extent those claims are disallowed by any agency for failure on the part of Grantee to comply with this Grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

23. Disposition of Federally Owned Property, Equipment, and Residual Unused Supplies

Upon completion (or early termination) of a project, Grantee must take appropriate disposition actions related to federally owned property, equipment, and residual unused supplies.

Grantee must complete and submit the SF-428 Cover Letter and the SF-428-B Tangible Personal Property Report, Final Report. The Tangible Personal Property Report (SF-428) is a standard form to be used by awarding agencies to collect information related to tangible personal property when required by a federal financial assistance award. This form:

a. Allows Grantee to request specific disposition of federally owned property and acquired equipment.

b. Provides a means for calculating and transmitting appropriate compensation to Grantor and CMS for residual unused supplies.

If Grantee is in possession of federally owned property or acquired equipment (defined as nonexpendable personal property with an acquisition cost of $10,000 or more under the award), Grantee must also submit a SF-428-S, Supplemental Sheet, that lists and reports on all federally owned or acquired equipment under this Grant. If there is no

tangible personal property to report, select “d.” in section 1 of the SF-428-B and indicate “none of the above.” Grantee must request specific disposition instructions from Grantor if Grantee has federally owned property. Otherwise, disposition instructions are codified at 2 C.F.R. §§ 200.313 and 200.314.

Compliance and Regulatory Requirements

24. Human Subjects Protection

If applicable to Grantee’s program, Grantee bears ultimate responsibility for protecting human subjects under the award, including human subjects at all sites, and for ensuring that a federal-wide assurance (FWA) approved by the Office for Human Research Protections (OHRP) and certification of Institutional Review Board (IRB) review and approval have been obtained before human subjects research can be conducted at each collaborating site.

Grantee may not draw funds from Grantor, request funds from the paying office, or make obligations against federal funds for research involving human subjects at any site engaged in nonexempt research for any period not covered by both an OHRP-approved assurance and IRB approval consistent with 45 C.F.R. Part 46. Costs associated with IRB review of human research protocols are not allowable as direct charges under grants and cooperative agreements unless such costs are not covered by the organization’s indirect cost rate.

Grantor and U.S. HHS require Grantee and others involved in grant/cooperative agreement-supported research to take appropriate actions to protect the confidentiality of information about and the privacy of individuals participating in the research. Grantor, subrecipients, Investigators, IRBs, and other appropriate entities must ensure that policies and procedures are in place to protect identifying information and must oversee compliance with those policies and procedures.

25. Employee Whistleblower Protections

Federal law mandates that all federal contractors, subcontractors, recipients, subrecipients, or personal services contractors, must inform

their employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

26. Nondiscrimination – Compliance with Laws

Grantee shall comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

Grantee shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Grantee also shall have and keep current at all times during the term of this Grant all licenses and permits required by law.

Grantee is prohibited from boycotting Israel for the duration of this Grant. (See N.D.C.C § 54-44.4-15.) Grantee represents that it does not and will not engage in a boycotting Israel during the term of this Grant. If Grantor receives evidence that Grantee boycotts Israel, State shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than $100,000 or if Grantee has fewer than ten full-time employees.

Grantee's failure to comply with this section may be deemed a material breach by Grantee entitling Grantor to terminate in accordance with the Termination for Cause section of this Grant.

27. Privacy and Security of Health Information and Substance Use Disorder Information

Grantee shall put all appropriate regulatory, administrative, technical, and physical safeguards in place before applicable program activities begin to protect the privacy and security of individually identifiable health information and substance use disorder treatment. In doing so, regardless of whether it is a covered entity (CE) or business associate (BA) as those terms are defined under the HIPAA Privacy Rule, or a Qualified Service Organization (QSO) as defined under 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2, (collectively "Part 2"), the federal law and regulations governing the confidentiality of substance use disorder treatment information, Grantee shall ensure its own and its subrecipients' and contractors' policies and

procedures are at least as stringent (i.e., protective of privacy) as those governing the use and disclosure of protected health information by HIPAA CEs and their BAs under 45 C.F.R. Part 160 and 45 C.F.R. Part 164, and the use of disclosure of substance use disorder treatment information by QSOs under Part 2. Grantee and its subrecipients should consult with their own counsel and refer to the HIPAA and Part 2 guidance materials for further information about the requirements in 45 C.F.R. Parts 160 and 164, and Part 2.

28. System of Award Management (SAM) and Universal Entity Identifier (UEI) Requirements

This Grant is subject to the requirements of 2 C.F.R. Part 25, Appendix A, which is specifically incorporated herein by reference. Grantee must maintain current information in SAM, at all times when an award is active or if there is an application pending review. Grantee must review and update the information at least once a year after the initial registration to remain active, and more frequently if required by changes in the information. This requirement flows down to subrecipients and contractors under awards or subawards.

As part of its SAM registration and renewal process, Grantee must also complete or update its Responsibility/Qualification (R/Q) reporting to reflect information about its civil, criminal, or administrative proceedings. Grantee must answer "Yes" to question #1 (shown below) of the Proceedings question in SAM.gov to view and answer all relevant questions.

- Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current federal contract, or applying for a federal grant opportunity which contains the award term and condition described in 2 C.F.R. Part 200, Appendix XII?

29. Subrecipient Pass-Through Requirements

If approved by Grantor, Grantee may provide a portion of the direct award to other organizations, called subrecipients, to accomplish the goals and objectives of this Grant. In this case, Grantee becomes a pass-through

entity and the subrecipient's award is called a subaward. As a recipient, Grantee must ensure the applicable general terms and conditions stated in this Grant flow down to subrecipients. Grantee is completely legally and financially responsible for all aspects of this Grant, including funds provided to subrecipients, in accordance with 2 C.F.R. §§ 200.331 – 200.333.

30. Affirmative Duty to Track All Parties to the Award

Grantee must at a minimum regularly track all subrecipients, including subrecipient key personnel and subcontractors in SAM.gov.

As provided in 2 C.F.R. Part 180 and implemented at 2 C.F.R. Part 376, Grantee must check SAM.gov as follows to ensure that it does not make a subaward to an entity that is debarred, suspended, or ineligible:

a. For all first-tier subawards regardless of potential value. Agencies must also require first-tier subrecipients and lower-tier subrecipients to check SAM.gov and

b. For all first-tier procurement contracts with a value of $30,000 or more and all lower tiers of subcontracts under covered non-procurement transactions (2 C.F.R. § 376.220).

The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities for Grantee to report immediately to Grantor and CMS those that cannot participate in federal programs or receive federal funds. Grantee cannot have any persons or entities on this Grant that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then Grantee must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.

Grantee shall provide the Grantor Procurement Officer and Grantor Project Manager with the National Provider Identifier (NPI), Tax ID, and EIN, as applicable, of all Key Personnel and/or entities to this Grant that may include subrecipients. This list shall be provided to Grantor within 30 days from the start of this Grant and must be maintained in real time throughout the Term of this Grant.

Ownership and Use

31. Work Product - Intangible

Grantee acknowledges that works created under this Grant are subject to applicable federal laws and regulations governing intangible property, including 2 CFR Part 200.315.

Ownership of work product developed under this Grant shall be as follows:

a. Work products conceived, developed, or created solely by Grantor shall be owned by Grantor. Work product conceived, developed, or created solely by Grantee shall be owned by Grantee. Work products jointly conceived, developed, or created by Grantor and Grantee shall be jointly owned by the parties.

b. During the term and upon expiration or termination of this Grant, the parties shall cooperate in good faith to provide access to work product as necessary to comply with applicable reporting and closeout requirements.

32. Use of Data and Work Products (Reporting)

At any phase of the project, including the project's conclusion, Grantee, if so, requested by Grantor, must submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award.

a. The analytic file(s) may include primary data collected, acquired or generated under this Grant and/or data furnished by CMS.

b. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by Grantor Procurement Officer.

c. The negotiated format(s) could include both file(s) that would be limited to Grantor or CMS's internal use and file(s) that Grantor or CMS could make available to the general public.

d. All data provided by CMS will be used for the research described in this Grant only and in connection with the Grantee's performance of its obligations and rights under this Grant. Grantee has an obligation to collect and secure data for future monitoring by Grantor or CMS. Grantee will return any data provided by Grantor or CMS or copies of data at the

conclusion of the project. All proprietary information and technology of Grantee are and shall remain the sole property of the Grantee.

e. If Grantor or CMS determines through Grantee's research that a significant new finding has been developed, Grantor will communicate it to CMS before formal dissemination to the general public. Grantee shall notify Grantor of research conducted for publication.

33. Patents and Inventions

In accordance with 2 C.F.R. § 200.448, Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401. If applicable, Grantee must report any inventions on an annual basis using the non-competing continuation application or annual progress report for multi-year budget periods.

a. Final Invention Statement and Certification (Form HHS 568) must be completed and submitted to Grantor Procurement Officer within 120 days following the expiration or termination of this Grant.

1. The Statement must include all inventions which were conceived or first actually reduced to practice under this Grant, from the original effective date of support through the date of completion or termination.

2. The Statement shall include any inventions reported previously for this Grant as part of a non-competing continuation application or annual progress report.

3. Grantee must also provide details about all inventions that have been licensed but not patented and include details on income resulting from U.S. HHS-funded inventions and patents.

Unpatented research products or resources—research tools—may be made available through licensing to vendors or other investigators. Income earned from any resulting fees must be treated as program income. This reporting requirement is applicable to grants and cooperative agreements issued by the U.S. HHS in support of research and research-related activities. For further guidance, please see the U.S. HHS Grant Policy Statement: Patents and Inventions and Invention Reporting.

34. Equipment and Supplies

All equipment and supplies purchased under this Grant shall be subject to applicable federal and state laws and regulations, including 2 CFR Parts 200.313-14 and shall be disposed of per section titled Disposition of Federally Owned Property, Equipment, and Residual Unused Supplies of this Grant. Unless otherwise required by such laws, title shall vest in Grantee.

Confidentiality, Cybersecurity, and Information Controls

35. Confidential Information

Grantee shall not use or disclose any information it receives from Grantor under this Grant that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Grant, as authorized in advance by Grantor, or to the extent necessary to comply with a court order. Grantor shall not disclose any information it receives from Grantee that Grantee has previously identified as confidential and that Grantor determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in N.D.C.C. § 44-04-18. The duty of Grantor and Grantee to maintain confidentiality of information under this section continues beyond the term of this Grant, including any extensions or renewals.

36. Compliance with Public Records Laws

Grantee understands that, except for disclosures prohibited in this Grant, Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records obtained or generated by Grantee under this Grant, except for records that are confidential under this Grant, may be open to the public upon request under certain circumstances under the North Dakota open records law. Grantee agrees to contact Grantor immediately upon receiving a request for information under the open records law and, to the extent permitted by law, to comply with Grantor's instructions on how to respond to the request.

37. Cybersecurity

Grantee must create a cybersecurity plan if Grantee's project involves both of the following conditions:

a. Grantee will have ongoing access to Grantor or U.S. HHS information or technology systems.

b. Grantee handles personal identifiable information (PII) or personal health information (PHI) from Grantor or U.S. HHS.

Insurance, Liability, and Risk Allocation

38. Indemnity

Grantee agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Grantee to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Grantee also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Grantee in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Grant.

39. Insurance

a. Grantee shall provide certificate of insurance and any endorsements to Grantor electronically to:

Name: Connie Faulkner
Email Address: cfaulkner@nd.gov
Email Subject Line: Certificate of Insurance – 210-10121

b. Grantee shall secure and keep in force during the term of this Grant and Grantee shall require all subcontractors, prior to commencement

of an agreement between Grantee and the subcontractor, to secure and keep in force during the term of this Grant, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per occurrence.

2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.

c. The insurance coverages listed above must meet the following additional requirements:

1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Grantee.

2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an “A-” rating must be approved by the State. The policies shall be in form and terms approved by the State.

3) The duty to defend, indemnify, and hold harmless the State under this Grant shall not be limited by the insurance required in this Grant.

4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Grant or by the contractual indemnity obligations of Grantee.

5) A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the State.

6) Grantee shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Grant. All endorsements shall be provided as soon as practicable.

7) Failure to provide insurance as required in this Grant is a material breach of contract entitling State to terminate this Grant immediately.

8) Grantee shall provide at least 30 days’ notice of any cancellation or material change to the policies or endorsements. Grantee shall provide, on an ongoing basis, current certificates of insurance during the term of the Grant. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

40. Force Majeure

Neither party may be held responsible for delay or default caused by fire, flood, riot, terrorism, pandemics, acts of God, or war if the event is beyond the party’s reasonable control, and the affected party gives notice to the other party immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

41. Bankruptcy

If Grantee or one of its subrecipients enters bankruptcy proceedings, whether voluntary or involuntary, Grantee agrees to provide written notice of the bankruptcy to the Grantor Procurement Officer and Grantor Project Manager within five (5) days of initiation of the proceedings. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant and cooperative agreement numbers and grant offices for all Government grants and cooperative agreements against which final payment has not been made.

Contract Administration and Legal Terms

42. Authority to Contract

Grantee may subcontract with qualified providers of services, provided that any subcontract acknowledges the binding nature of this Grant, and incorporates the applicable general terms and conditions stated in this Grant, together with its attachments as appropriate. Grantee is solely responsible for the performance of any subcontractor. Grantee may not contract for or on behalf of or incur obligations on behalf of Grantor. Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

43. Independent Entity

Grantee is an independent entity under this Grant. Grantee, its employees, agents, or representatives are not employees of Grantor for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Grant may be construed to represent the creation of an employer/employee relationship or independent contractor relationship between Grantor and Grantee. Grantee retains sole and absolute discretion in the manner and means of carrying out Grantee's activities and responsibilities under this Grant, except to the extent specified in this Grant.

44. Conflict of Interest Policies

Grantee must comply with the conflict-of-interest policy requirements in 2 C.F.R. § 200.112 and 2 C.F.R. § 300.112.

45. Assignment

Grantee may not assign this Grant without Grantor's express written consent, provided, however, that Grantee may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Grant, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be a business or entity with whom Grantor is prohibited from conducting

business, Grantor shall have the right to terminate without cause. This Grant is equally binding on the respective parties and their successors and assigns.

46. Notice

Any notice or other communication required under this Grant not otherwise required to be sent to Grantee Procurement Officer and Grantee Project Manager must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

Jenn Faul
jfaul@fargond.gov
701-241-1380
225 4th St N, Fargo, ND 58102

ND Department of Health and Human Services
600 E. Boulevard Ave., Dept. 325
Bismarck, ND 58505

Notice provided under this provision does not meet the notice requirements for monetary claims against Grantor found at N.D.C.C. § 32-12.2-04.

47. Integration, Modification, and Conflict in Documents

a. Unless authorized under subsection b, this Grant constitutes the entire agreement between Grantee and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this Grant. No alteration, amendment, or modification of this Grant is effective unless it is reduced to writing, signed by the parties, and attached to the Grant.

b. Grantor may amend the terms of this Grant without the consent of Grantee for good cause, or as necessary to comply with applicable federal or State law, regulatory requirements, CMS requirements, accreditation standards, or licensing guidelines or rules. Grantor will include with any such amendment an explanation of the reasons for the amendment. To the extent practicable, Grantor will provide Grantee with 30 days' advance written notice of any unilateral

amendment, which notice must specify the amendment's effective date.

c. All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Grant. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

d. If any inconsistency exists between this Grant and other provisions of collateral contractual grants which are made a part of this Grant by reference or otherwise, the provisions of this Grant control.

48. Severability

If any term of this Grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Grant does not contain the illegal or unenforceable term.

49. Applicable Law and Venue

This Grant is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Grant must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

50. Spoliation – Preservation of Evidence

Grantee shall promptly notify Grantor of all potential claims that arise or result from this Grant. Grantee shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Grantor the opportunity to review and inspect the evidence, including the scene of an accident.

51. Attorney Fees

If a lawsuit is filed by Grantor to obtain performance due under this Grant, and Grantor is the prevailing party, Grantee shall pay Grantor's

reasonable attorney fees and costs in connection with the lawsuit except when prohibited by N.D.C.C. § 28-26-04.

52. Alternative Dispute Resolution – Jury Trial

Grantor does not agree to binding arbitration, mediation, or any other form of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

53. Court Orders

Any term or condition in this Grant, including those incorporated by reference, that U.S. HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

54. Reservation of Rights

Nothing contained in this Grant is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS OIG, CMS, or Grantor of any right to institute any proceeding or action against Grantee for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under any other federal or state statutes or regulations, or on account of any violation of this award or any other provision of law. This Grant shall not be construed to bind any Government agency except Grantor, and this Grant binds Grantor only to the extent provided herein, unless prohibited by law.

The failure by Grantor to require performance of any provision shall not affect Grantor or CMS's right to require performance at any time thereafter, nor shall a waiver of any breach or default result in a waiver of the provision itself.

55. Incorporated by Reference

The following are incorporated into this Grant by reference:

a. The CMS-approved Rural Health Transformation Program/Project Budget for this Grant.

b. U.S. HHS Grant Policy Statement (Grants Policies & Regulations | HHS.gov)

c. Medicare and Medicaid anti-kickback statute: 42 U.S.C. § 1320a-7b.

d. Prohibition on certain telecommunications and video surveillance services or equipment: 2 C.F.R. § 200.216.

e. Suspension and Debarment regulations: 2 C.F.R. § 200.214.

f. Health Information Technology (HIT) Interoperability requirements.

g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as implemented by 2 C.F.R. Part 170. Requirements include:

   1) First-tier subaward reporting of $30,000 or more in federal funds. Due no later than 30 days after issuance of subaward.

   2) Executive compensation reporting, if required, as referenced in 2 C.F.R. Part 170. Due no later than 30 days after issuance of subaward.

h. Federally owned and exempt property: 2 C.F.R. § 200.312. Grantee must submit annually an inventory listing of federally owned property in its custody to Grantor.

i. Pass Through Entities, Subrecipients, and Contractors: 2 C.F.R. § 200.331, and 2 C.F.R. § 200.332. Grantee must monitor the activities of its subrecipients as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of this Grant; and that subaward performance goals are achieved.

j. Non-compliance: 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339.

k. Records Retention: 2 C.F.R. § 200.334.

l. Davis-Bacon and Related Acts: 29 C.F.R., Subtitle A, Part 5, Subpart A.

m. McNamara-O'Hara Service Contract Act of 1965, as amended: 41 U.S.C. § 351 *et seq.*

n. Restrictions on Certain Foreign Purchases (Feb 2021): FAR 52.225-13.

o. Secure Networks Act of 2019, Section 2: Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified, as amended, at 47 U.S.C. §§ 1601–1609).

p. Prohibited Sources: FAR Subpart 25.7.

{Fargo Cass Public Health - Grantee}

By:
Its: Jenn Faul, Director of Public Health
Date: 06/17/2026
Grantee's Federal Taxpayer Identification Number: EIN 456002069

City of Fargo

By:
Its: Timothy J. Mahoney, Mayor, City of Fargo
Date:

Attest:
By:
Its: Angie Bear, Deputy City Auditor
Date

State of North Dakota: North Dakota Department of Health and Human Services

By:
Donna Aukland, Chief Financial Officer
Date:
State of North Dakota

North Dakota Department of Health and Human Services

By:
Connie Faulkner, Procurement Officer
Approved for form and content.

Date:

Attachment A - Grantee Assurances

A. In connection with furnishing supplies or performing work under this Grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with the laws of the State of North Dakota, North Dakota Administrative Code, all local, state, and federal laws, codes, rules, regulations, and executive orders related to the performance of this Grant, including the following: Fair Labor Standards Act, the applicable requirements of U.S. HHS, the North Dakota Human Rights Act, Equal Pay Act of 1963, Equal Employment Opportunity Act and regulations issues by the government, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Drug-free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.

B. Unless otherwise authorized by federal law, the charges to be made by Grantee do not include costs financed by federal monies other than those generated by this Grant.

C. By signing this Grant, Grantee certifies that neither Grantee, its subcontractors, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with state or federal government by any department or agency of the state or federal government.

D. Grantee must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by N.D.C.C. § 54-44.4-09.

E. By drawing or otherwise obtaining funds pursuant to this Grant, Grantee assures that:

   1) Grantee is obligated to perform in accordance with the requirements of this Grant.

2) Proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and the funds drawn down.

3) By accepting this Grant, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:

   a. By applying for or accepting federal funds from U.S. HHS, Grantee certifies compliance with all federal antidiscrimination laws and that complying with those laws is a material condition of receiving federal funding streams. Grantee is responsible for ensuring subrecipients, contractors, and partners also comply. Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. § 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.) and all requirements imposed by or pursuant to the Regulation of the Department of the Health and Human Services (45 C.F.R. Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of the Health and Human Services (45 C.F.R. Part 92). For Programs that could implicate Title IX (i.e., awards to or for school, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related awards to prisons or other detention facilitates).

   b. Grantee is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil

Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and recipient will remain compliant for the duration of this Grant.

c. The above requirements are conditions of payment that go to the essence of this Grant and are therefore material terms of this Grant.

d. Payments under this Grant are predicated on compliance with the above requirements, and therefore Grantee is not eligible for funding under this Grant or to retain any funding under this Grant absent compliance with the above requirements.

e. Grantee acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Grant.

f. Grantee acknowledges that a knowing false statement relating to Grantee's compliance with the above requirements and/or eligibility for this Grant may subject Grantee to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. § 287 and 18 U.S.C. § 1001.

F. No federal funds from this Grant will be paid by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any 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 of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1) If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, Grantee agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2) Grantee shall require that the language of the Grantee Assurances in this Attachment 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 comply with these Grantee Assurances.

Instructions to Create a Program Reporting System (PRS) User Account

1. **Remember to complete Step 9 below, otherwise, you will not have permission to access PRS.**
2. Go to the Program Reporting System (PRS) link at https://secure.apps.nd.gov/doh/prs/Security/LoginForm/LoginForm?ReturnUrl=%2fdoh%2fprs%2f and add this link to your Favorites.
3. Located on the left side of the web page, click on the words "New User Registration". After you click on the words "New User Registration", the web page states “Personal Account Details”. This means you are creating your personal account for the agency you work at. You would include your work address, work phone number and work email address.
4. Complete the form. (You will need to complete all areas labeled with a “ * ”).
5. After completion of the form, click on the "Create Account" button to submit the registration.
6. You will receive either an email from donotreply@nd.gov or a text on your cell phone with a code. You **must** go to your email or cell phone to obtain the code.
7. Enter the code and click on the “Confirm” button.
8. A message should indicate “Account Activation Confirmation”. Please note this does not provide you access to PRS. You must complete the next step.
9. **IMPORTANT. Submit an email to Rose Ashline rashline@nd.gov of your *North Dakota Login* and *inform her which agency you work at*. Rose will then set your permissions in PRS to allow you access to PRS. Rose will email you when completed.**

Note: If you need to update any type of information regarding your PRS user account such as last name, address, phone number, etc., click on the words “Login ID Maintenance” located on the left side of the PRS web page.

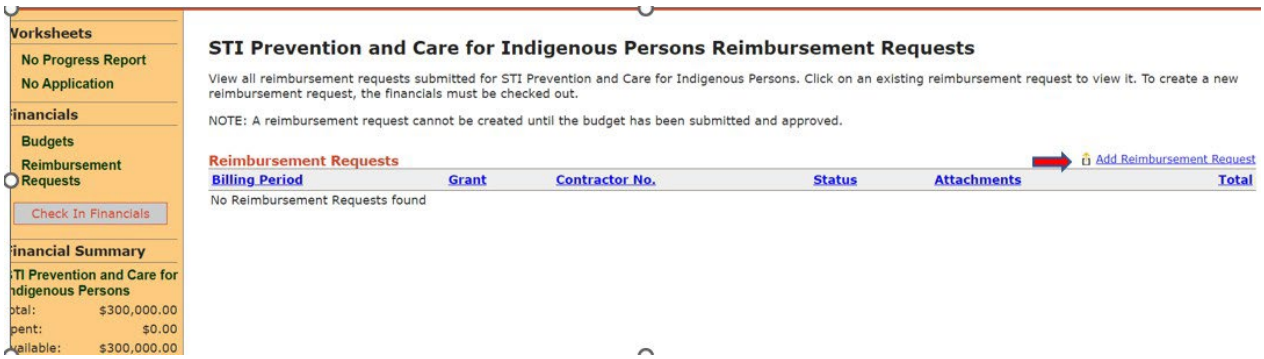
Note: If you forget your PRS Password, click on the words “Reset Password” located on the left side of the PRS web page.

Note: If you forget your PRS Login ID, click on the words “Forgot Login ID” located on the left side of the PRS web page.

Should you have any questions, please feel free to contact Rose Ashline at rashline@nd.gov.

How to Complete a Reimbursement Request in PRS

1. Go to the Program Reporting System (PRS) link at https://secure.apps.nd.gov/doh/prs/Security/LoginForm/LoginForm?ReturnUrl=%2fdoh%2fprs%2f (Or, to your "Favorites" if you have already added PRS as a Favorite. If you have added PRS as a Favorite, go to Step 3. Otherwise, continue to Step 2.)
2. Add the PRS link to your "Favorites".
3. Log into PRS with your login ID and password.
4. Click on the "Reimbursement Requests" link. (Be sure you are on the Contractor Programs tab. If not on the Contractor Programs tab, click on "Contractor Programs" name.)
5. Click on the "Check Out Financials" button.
6. Click on the "Add Reimbursement Request" link that appears on the right side of your screen.



7. Click on the drop-down menu and then click on the grant name that you wish to complete a reimbursement request for.
8. Click on the "Save" button.
9. **Click on a date on the pop-up calendar of the date in which costs are through. For example, if the costs being claimed are through June 30, YYYY, click on the date of June 30, YYYY. The end billing period date may not exceed the contract end date.**
10. Complete the form.
11. Click on the "Save" button on bottom of page.
12. If you need to attach a document to the reimbursement request, click on the "Attachments" link located above the "Percentage Spent" column. Click on the "Add Attachment" button. Click on the "Browse…" button to locate the document to attach. Once you have located the document, click on the document and click on the "Open" button. Click on the "Ok" button. Repeat this step until all documents have been added.
13. If you need to delete an attachment, click on the "Attachments" link located above the "Percentage Spent" column. Click on the icon, which is the delete feature to remove the attachment. A message will display asking if you want to delete, click on the "Ok" button.
14. When you are ready to submit the reimbursement request, click on the "Submit" button.
15. If no validation error(s) are shown, the screen will indicate the reimbursement request was submitted. If validation error(s) are shown, go to the section(s) as noted and complete the question. When error is fixed, go to step 11 above.
16. Click on the "Check In Financials" button.

17. If you want a printout, click on the  icon located next to the  icon. Note: A copy of the report is stored in PRS and may be accessed at anytime.
18. Click on the “Log Out” link located next to your name to exit PRS.

To Access a Reimbursement Request

1. Log into PRS.
2. Click on the “Reimbursement Requests” link. If “Reimbursement Requests” link is not shown, click on the “All Programs” link on the left side of the page and then click on the “Reimbursement Requests” link.
3. Click on a date (hyperlink) under the “Billing Period” column to access the reimbursement request.
4. When finished, click on the “Log Out” link located next to your name to exit PRS.

Rural Health Transformation Program/Project Budget

State of North Dakota Department of Health & Human Services

Information	Response
Name of Subrecipient :	Fargo Cass Public Health (FCPH)
Period of Performance (How long is the subrecipient period of performance? Specify the beginning and ending dates of the subaward).	June 1, 2026 - October 30, 2026
Scope of Work (What will the subrecipient do? Describe in outcome terms, the specific services/tasks to be performed as related to the accomplishment of program objectives).	The goal for FCPH is to improve their people through a well rounded program by utilizing different functionalities. The first being fitness. We will teach evidence based fitness class, Fit & Strong, to adults who have osteoarthritis,(track participants, increase in bone density, muscle mass, and decrease fat by using the inbody scale requested. The second is improving health outreach by utilizing the Mobile Health Unit throughout Cass County - track clients served in MHU by program. This would include offering immunizations and family planning out in the rural areas. We will be able to track the immunizations and family planning assistance by number of patients and in which areas we were completing the outreach. We will count the number of WIC clients enrolled and recertified with replaced equipment. We will also be tracking the locations we are visiting.
Method of Accountability (Describe how the applicant monitors progress and performance of the consultant. Identify who is responsible for supervising the	Jenn Faul, Director of Fargo Cass Public Health will have the identified metrics reported monthly for verification of FCPH performance.

Rural Health Transformation Program/Project Budget

Enter Your Organization Name: Fargo Cass Public Health
Budget Period 1: June 1, 2026 - October 30, 2026
Click Here to Select RHTP Priority Area. Click on Arrow to Select.

Personnel	Federal Funds
Name and title of each staff person and Salary rate (i.e. hourly rate x hours/month x 12 months or % time x # months based on annual salary) for each staff person.	**$19,820.57**
Allison Gregory, RN - monthly contracted rate of $1,416.00 x 4	5,664.00
Michelle Lahren, RN - monthly contracted rate of $2,115 x 4	8,460.00
Stephanie Patenaued, RN - monthly contracted rate of $625 x 4	2,500.00
Rachel Burns, RN County Nurse (June-Oct. =8,200/month + 3361.80/month benefits)*4months =46,246, however, the remaining RHT Grant funds will not cover this entirely, so a lesser amount was added to offset the cost of these services to the Fargo Cass Public Health.	3,196.57

Description of each staff person's scope of service to the program/project	Source of match funds if applicable
Allison Gregory, RN for Northern Cass Public School - rural ND	
Mchelle Lahren, RN for Central Cass Public School - rural ND	
Stephanie Patenaued, RN for Kindred Public School - rural ND	
Rachel Burns, RN for County Nursing outside of Fargo ND	

Travel, Food & Lodging (Recipients must comply with the requirements in 2 CFR 200.475)	Federal Funds
In-State Travel, Food & Lodging (https://www.gsa.gov/travel/plan-book/per-diem-rates)	**$1,024.20**
Travel to Bismarck and back to Fargo 92 miles x .725 per mile (immunization Conf.)	284.20
Lodging for ND Immunization Conference 110.00x 2 nightsx 2 people	440.00
Registration for Immunization Conference	300.00

Provide brief justification for each in-state travel request including date & place of travel, purpose of trips and names & relationship of those traveling.	Source of match funds if applicable

Attendance at the North Dakota Immunization Conference in Bismarck ND June 23-24 to learn current vacination/immunization guidelines, discussion tools to address vaccine hesitency and more.	
Isaac Wahlin, RN and Cheryl Wavrin, RN will be attending.	

Travel, Food & Lodging (Recipients must comply	Federal Funds
Out-of-State Travel, Food & Lodging	**$0.00**

including date & place of travel, purpose of trips and names & relationship of those traveling. (https://www.gsa.gov/travel/plan-book/per-diem-rates))	Source of match funds if applicable

Supplies (Medical/Laboratory, Office, Educational)	Federal Funds
Supplies (Medical/Laboratory, Office, Educational)	**$45,038.43**
Portable POCT Hemocue HB 301 M Clinical Analytical Instrument	1618.49
InBody 270S Body Composition Analyzer 3 @ $7,855	23,565.00
Topaz Signature Pad	350.00
Pin-Setting Machine (Verifone)	300.00
Card Reader (Magtek)	200.00
Cholestech	3,709.14
Cholestech (lancets, cassettes, pipettes)	3,500.00
DS 4500 All In One Infant station	1,800.00
Mobile Health Unit Wrap	4,937.80
AED Machine for the Mobile Health Unit	1,983.00
InBody BPBIO 320S -Professional Blood Pressure - self guided device	3,075.00
Provide brief justification for each supply request	**Source of match funds if applicable**

Items from line 58 (Portable POCT…) to line 67 (AED Machine…) are requested to complete the functionality of the FCPH Mobile Health Unit.The Mobile Health Unit has been getting completed as funding is available. There are no current funds being allocated to this unit and no funds were allocated to this specific purchase. This funding request would complete the unit and allow it to move into service throughout Cass County for the Women Infant and Children (WIC) program, Family Planning, Immunizations, Women's Way cancer screening/enrollment, and more. The MHU is part of FCPH's goal to increase access to health care and not require patients to have to come into our city's brick and motar location.	NA
In Body BPBIO 320S Professional Blood Pressure is a device that is automated, self-guided for members of the public to utilize free of charge. The device will provide the person a print out of their blood pressure. If they have a questions or concern regarding their blood pressure, they can walk down to the clinic to do a "walk-in" clinic appointment to meet with a nurse to discuss the results and potentially received guidance needed or a referral to care if warranted. This would be a billable/reimburseable nurse visit.	NA

Consultant / Contractual / Sub-Grantees	Federal Funds
	$4,548.00
CredibleMind - virtual mental health software application used in the SE Region of ND. The over all contract is 24,020 annually for Cass County. The rate was configured by selecting the 4 months of this grant cycle, at 32.46% (population outside of the city of Fargo.)	4,548.00

Provide a brief justification of the scope of work the consultant/contractor will be providing	Source of match funds if applicable
At the start of the contract, state aid dollars were able to be used. The state has since stopped distributing State Aid to the regions, we are the SE Region. Since that funding is no longer available, this is also not a supplanting issue.	

Other (E.G., Indirect Costs, Administrative Costs)	Federal Funds
List each "Other" requested item. Note: A description of each item must be provided, "miscellaneous expenses" is not acceptable. Administrative costs cannot exceed 10%.	**$7,043.12**
Indirect cost	7,043.12

Provide brief justification for each "Other" requested item	Source of match funds if applicable
Allowable 10% indirect cost of grant award.	

Budget Summary	Federal
Personnel	$19,820.57
Fringe Benefits	$0.00
Travel, Food, & Lodging	$1,024.20
Supplies	$45,038.43
Rent/Utilities	$0.00
Phone / Internet / Postage	$0.00
Equipment (>$10,000 per item)	$0.00
Capital Improvement	$0.00
Consultant / Contractual	$4,548.00
Other	$7,043.12
Total	$77,474.32
Total Program/Project Costs (sum of federal funds plus match)	$77,474.32

City of Fargo *Staff Report*			
Title:	Horizon Addition	**Date:**	4/29/2026 6/18/2026
Location:	11 12th Street North	**Staff Contact:**	Donald Kress, current planning coordinator
Legal Description:	All of Lots 1-3 and 10-12, and part of Lot 9, Block 39, and all of Block 40, and all of the vacated alleys in Blocks 39 and 40, all in Roberts' Second Addition, City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Rising Investments, LLC / MBN Engineering, Inc.	**Engineer:**	MBN Engineering, Inc.
Entitlements Requested:	**Minor Subdivision** (Plat of **Horizon Addition,** a plat of all of Lots 1-3 and 10-12, and part of Lot 9, Block 39, and all of Block 40, and all of the vacated alleys in Blocks 39 and 40, all in Roberts' Second Addition, City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: June 22nd, 2026		

Existing		**Proposed**
Land Use: Vacant (previous structure demolished in 2018)		**Land Use:** Multi-Dwelling Residential
Zoning: DMU, Downtown Mixed Use		**Zoning:** No change
Uses Allowed: DMU Allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off-premise advertising, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.		**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: 100%		**Maximum Lot Coverage Allowed:** No change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Horizon Addition,** a plat of all of Lots 1-3 and 10-12, and part of Lot 9, Block 39, and all of Block 40, and part of the vacated alleys in Blocks 39 and 40, all in Roberts' Second Addition, City of Fargo, Cass County, North Dakota

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

Surrounding Land Uses and Zoning Districts:

- North: DMU commercial and multi-dwelling residential uses
- East: DMU with single-dwelling residences; mixed use commercial/multi-dwelling residential uses
- South: DMU with commercial and multi-dwelling residential uses
- West: DMU with bar/restaurant, wholesale, and retail uses

Area Plans:

The subject property is located within two plans.

The Downtown InFocus plan's future land use map of identifies this area as intended for "Mixed Use" development. The property is zoned DMU, Downtown Mixed Use, which allows mixed-use development.

The Fargo Growth Plan 2024 designates the place type of the subject property as “Downtown/Core.” The current zoning of DMU, Downtown mixed use, is consistent with this place type.

Context

Schools: The subject property is located within the Fargo School District, specifically within the Roosevelt/Horace Mann Elementary, Ben Franklin Middle and North High schools.

Neighborhood: The subject property is located within the Downtown neighborhood.

Parks: Island Park, located at 502 1st Avenue South, is approximately 0.4 mile southeast of the subject property, and provides amenities of basketball court, tennis courts, handball, grills and picnic tables, playground, cross country ski trails, recreational trails, rentals and a swimming pool.

Pedestrian / Bicycle: A separated bike lane is adjacent to the subject property along NP Avenue.

MATBus: Route 13 runs east along NP Avenue. The nearest stop to the subject property is approximately one block east on the south side of NP Avenue.

- Route 13 runs from 32nd Avenue North to NP Avenue, mainly along 10th Street North and University Drive North, and connects at the Ground Transportation Center.

Routes 15 and 18 run west along 1st Avenue North. The nearest stop to the subject property is approximately on block to the northeast on the north side of 1st Avenue North.

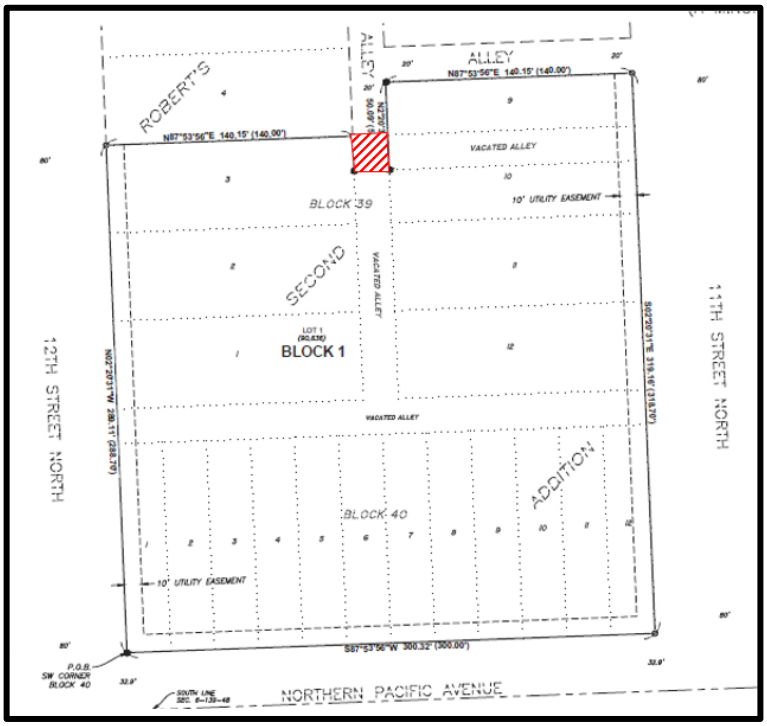
- Route 15 connects Downtown to West Acres and 45th Street South, mainly by way of 13th Avenue South, University Drive South, 10th Street South;
- Route 18 connects Downtown to 52nd Avenue South, mainly by way of 25th Street South, 32nd Avenue South, and 42nd Street South.

Staff Analysis:

The plat will combine the underlying lots in a portion of Block 39 and all of Block 40 of Roberts’ Second Addition and the vacated alleys within those blocks, into a single lot and block.

Access directly into the first-level parking of the building will be taken directly from 12th Street North.

A developer agreement between the City and the applicant addresses the small area of dedicated alley on the north side of the subject property, cross-hatched in the graphic below, in regard to maintenance and to not protesting future alley improvements or future alley vacation. The applicant declined to vacate this portion of alley with this subdivision.



An amenities plan addresses stormwater management.

Minor Subdivision

The LDC stipulates that the following criteria is 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.**
   This subdivision is intended to replat existing lots and blocks and vacated alleys into one new lot and block. The Fargo Growth Plan 2024 designates the place type of the subject property as "Downtown/Core." The Downtown In Focus plan's future land use map of identifies this area as intended for "Mixed Use" development. The subject property is zoned DMU, Downtown Mixed Use. This zoning is consistent with the designations of both plans. This zoning allows the proposed multi-dwelling residential development. No zone change is proposed. 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 received no comment or inquiries on the application. **(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.**
   No new public improvements are being created by this plat. 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
   (Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Horizon Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Downtown InFocus Plan, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: May 5th, 2026

At the May 5th, 2026, Planning Commission hearing, that Commission, by a vote of 7-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed plat of the **Horizon Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Downtown in Focus Plan, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code.

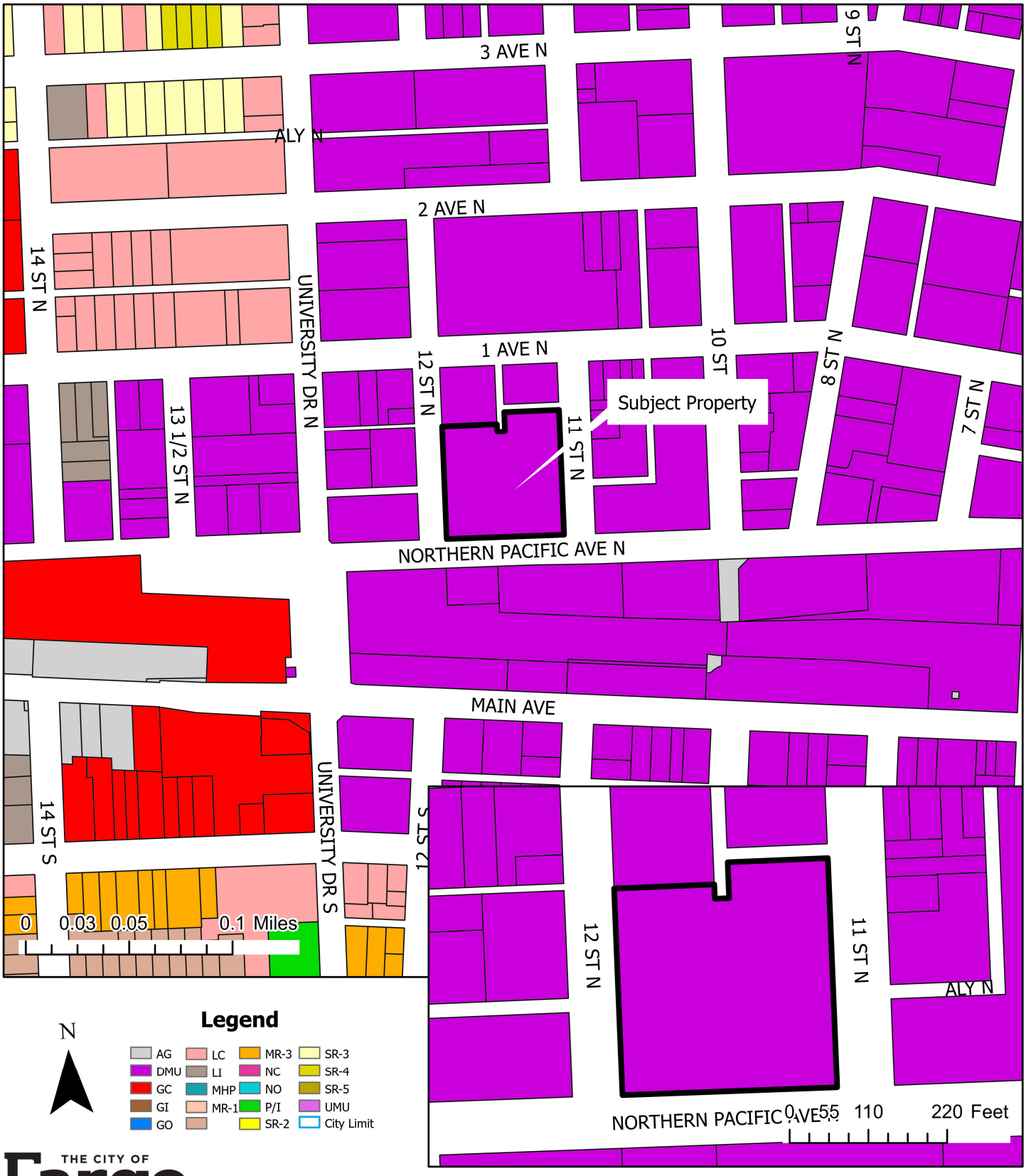
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

Horizon Addition

11 12th Street North



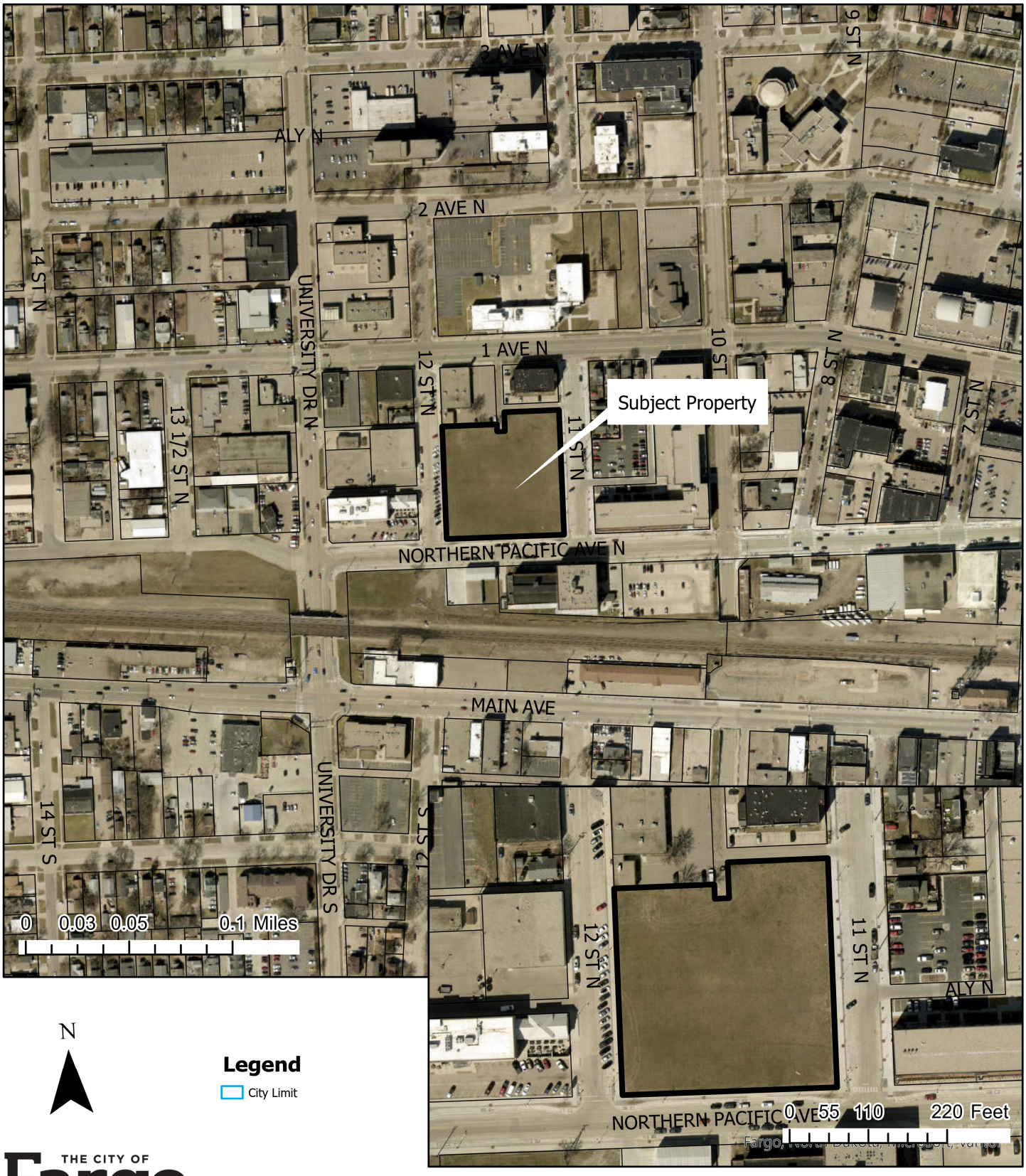
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

Minor Subdivision

Horizon Addition

11 12th Street North



N

Legend

City Limit

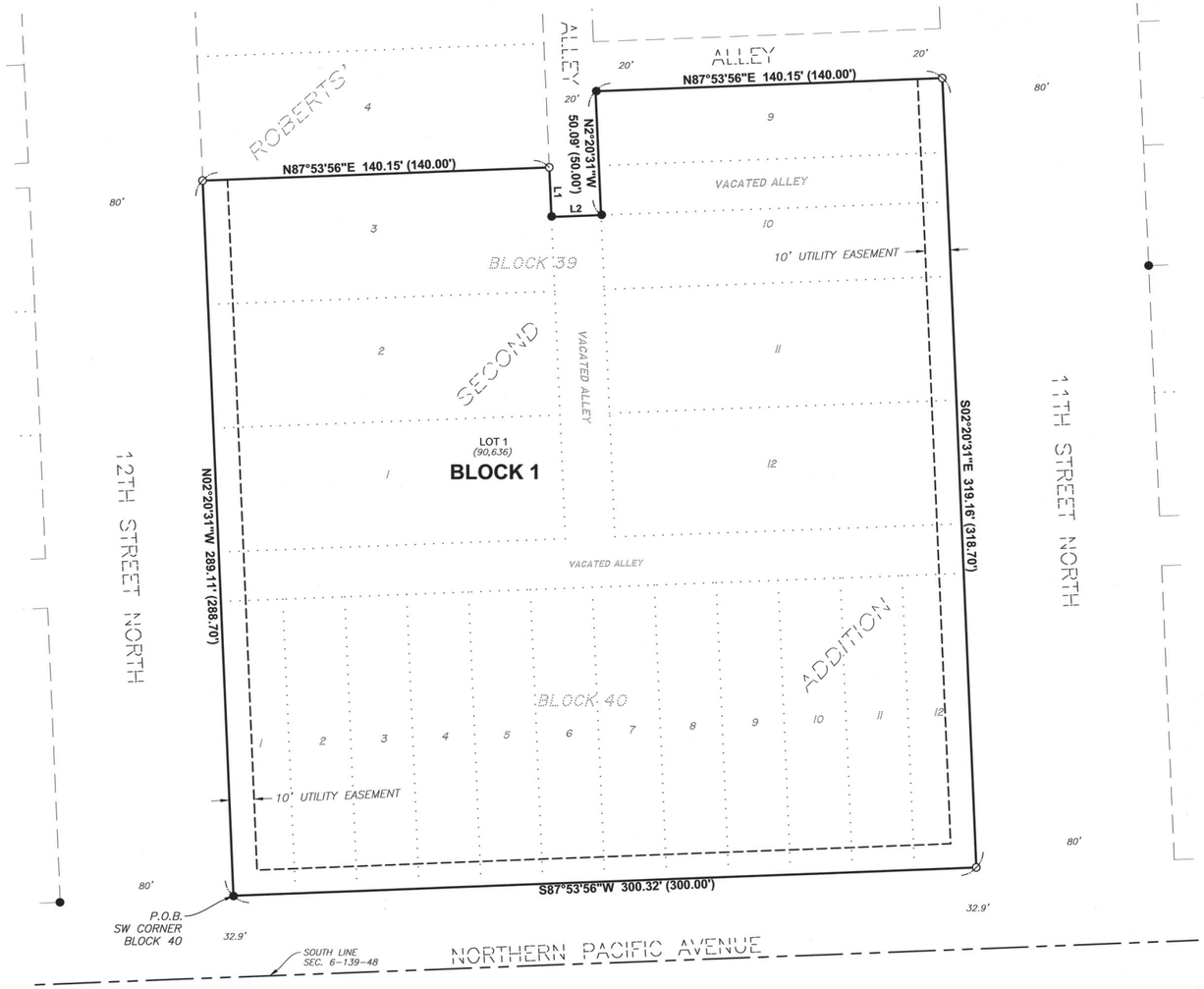
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

Plot Date & Time: 1 May 2026 - 11:40 AM

HORIZON ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
BEING A REPLAT OF ALL OF LOTS 1, 2, 3, 10, 11, 12 AND PART OF LOT 9, BLOCK 39 AND ALL OF BLOCK 40 AND ALL OF THE VACATED ALLEYS IN BLOCKS 39 AND 40, ALL PART OF ROBERTS' SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA.
(A MINOR SUBDIVISION)



OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, That the Rising Investments, LLC, a North Dakota Limited Liability Company, as owner of all of Block 40; all of Lots 1, 2, 3, 9, 10, 11, and 12, except the north twenty feet of Lot 9, in Block 39; the south 135 feet of the north and south alley (now vacated) in Block 39; and the vacated alley between Blocks 39 and 40; all in ROBERTS' SECOND ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota.

The property is more particularly described as follows:

BEGINNING at the southwest corner Block 40 of ROBERTS' SECOND ADDITION, according to the recorded plat thereof, Cass County, North Dakota; thence North 02 degrees 20 minutes 31 second West on the west line of said Block 40 a distance of 289.11 feet to the northwest corner of Lot 3, Block 39, said addition; thence North 87 degrees 53 minutes 56 seconds East on the north line of said Lot 3 a distance of 140.15 feet to the northeast corner of said Lot 3; thence South 02 degrees 20 minutes 31 seconds East on the east line of said Lot 3 a distance of 20.04 feet; thence North 87 degrees 53 minutes 56 seconds East a distance of 20.02 feet to a point of intersection with the west line of Lot 10, said block; thence North 02 degrees 20 minutes 31 seconds West on west line of said Lot 10 a distance of 50.09 feet; thence North 87 degrees 53 minutes 56 seconds East on the south line of the north 20 feet of Lot 9, Block 39 a distance of 140.15 feet to a point of intersection with the east line of said block; thence South 02 degrees 20 minutes 31 seconds East on the east line of said block a distance of 319.16 feet to the southeast corner of said Block 40; thence South 87 degrees 53 minutes 56 seconds West on the south line of said block a distance of 300.32 feet to the southwest corner of Block 40 and the POINT OF BEGINNING.

Tract Contains 2.08 Acres, more or less, and is subject to Easements, Reservations, Restrictions and Rights-of-Way of record.

Said owners of the above described property, have caused the same to be surveyed and platted as "**HORIZON ADDITION**" to the City of Fargo, Cass County, North Dakota, and do hereby dedicate to the public for public use the utility easement shown on said plat.

OWNER

Rising Investments, LLC

Justin Berg, President

State of North Dakota)
)ss
County of Cass)

On this 4th day of May, 2026 before me personally appeared Justin Berg, President, Rising Investments, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said company.

Notary Public: Tamara K. Stebleton

TAMARA K STEBLETON
Notary Public
State of North Dakota
My Commission Expires Aug 5, 2027

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Joshua J. Nelson, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 4th day of May, 2026

Joshua J. Nelson, PLS
Professional Land Surveyor
Registration No. LS-27292

REGISTERED PROFESSIONAL LAND SURVEYOR
JOSHUA J. NELSON
LS-27292
DATE 5/4/26
NORTH DAKOTA

State of North Dakota)
) SS
County of Cass)

On this 4th day of May, 2026 appeared before me, Joshua J. Nelson, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Notary Public: Tamara K. Stebleton

TAMARA K STEBLETON
Notary Public
State of North Dakota
My Commission Expires Aug 5, 2027

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by the City Engineer this ___ day of _____, 20___.

Tom Knakmuhs, P.E.
City Engineer

State of North Dakota)
) SS
County of Cass)

On this ___ day of _____, 20___, before me, a notary public in and for said county, personally appeared Tom Knakmuhs, P.E., City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public: _____

FARGO CITY COMMISSION APPROVAL

Approved by the Board of Commissioners and ordered filed this ___ day of _____, 20___.

Timothy J. Mahoney
Mayor

Attest: _____
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota)
) SS
County of Cass)

On this ___ day of _____, 20___, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the persons described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed on behalf of the City of Fargo.

Notary Public: _____

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 5th day of May, 2026

Maranda R. Tasa
Planning Commission Chair

State of North Dakota)
) SS
County of Cass)

On this 5th day of May, 2026 before me, a notary public in and for said county, personally appeared Maranda R. Tasa, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public: Miranda Wolf

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2027

NOTES

1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
2. UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAYS AND REAR PROPERTY LINES AS SHOWN UNLESS OTHERWISE NOTED.

LEGEND

○	SET 5/8" REBAR CAP LS 27292
●	FOUND MONUMENT
(5,000)	PLAT LOT AREAS (SQ. FT.)
———	SURVEYED/PLAT BOUNDARY
- - - - -	NEW EASEMENT
———	EXISTING PROPERTY LINE
. . . . .	ORIGINAL PLATTED LINE
———	SECTION LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.L.	POINT ON LINE
(R)	RECORDED BEARING/DISTANCE

N

0 30

SCALE IN FEET
BEARINGS BASED ON THE CITY OF FARGO GROUND COORDINATE SYSTEM (DEC. 1992)

LINE TABLE		
#	DISTANCE	BEARING
L1	20.04'	S02°20'31"E
L2	20.02'	N87°53'56"E

RJN GROUP
1218 55th Street North
Fargo, ND 58102
Email: josh@rjnsurvey.com

SHEET 1 OF 1

City of Fargo *Staff Report*			
Title:	Timber Parkway Twelfth Addition	**Date:**	4/29/2026 6/18/2026
Location:	3430 & 3360 Jacks Way South	**Staff Contact:**	Alayna Espeseth, Assistant Planner
Legal Description:	Lot 6 & 7, Block 1 Timber Parkway Fourth Addition		
Owner(s)/Applicant:	Smart Slides Re LLC / Christianson Companies	**Engineer:**	Bolton & Menk
Entitlements Requested:	Minor Subdivision (Replat of Lot 6 & 7, Block 1 Timber Parkway Fourth Addition)		
Status:	City Commission Consent Agenda: June 22, 2026		

Existing		**Proposed**
Land Use: Undeveloped and Retail Sales and Service		**Land Use:** No change
Zoning: GC, General Commercial with a conditional overlay		**Zoning:** No Change
Uses Allowed: GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, ~~detention facilities~~, health care facilities, parks and open space, religious institutions, safety services, basic utilities, ~~adult establishment~~, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, ~~self-service storage~~, ~~vehicle repair~~, limited vehicle service, and some telecommunication facilities. **Conditional Overlay No. 5266 prohibits certain uses.**		**Uses Allowed:** No change **Conditional Overlay No. 5266 carries through with the subdivision**
Maximum Lot Coverage Allowed: 85%		**Maximum Lot Coverage Allowed:** No Change

Proposal:

The applicant requests one entitlement:

1. **Minor Subdivision**, entitled *Timber Parkway Twelfth Addition*, a replat of lots 6 & 7, Block 1 Timber Parkway Fourth Addition.

Surrounding Land Uses and Zoning Districts:

- North: GC, General Commercial with C-O Ordinance 5266; Retail Sales and Service;
- East: GC, General Commercial with C-O Ordinance 5266; Undeveloped;
- West: GC, General Commercial with C-O Ordinance 5266; Retail Sales and Service.
- South: Across 52nd Avenue South, City of Frontier.

Context:

Neighborhood: The subject property is located within Centennial neighborhood.

Schools: The subject property is located within the Fargo School District, specifically within the Centennial Elementary, Discovery Middle, and Davies High schools.

Parks: Timber Creek Park is within a quarter mile to the north of the subject property. This park provides a basketball court, grills, picnic tables, playgrounds for ages 2-5 and 5-12, recreational trails, and a shelter.

Pedestrian / Bicycle: There are ten foot wide trails along 52nd Avenue South and along the east side of Timber Parkway South. There are eight foot wide trails along 32nd Street South and shared-use paths within Timber Creek Park.

MATBUS Route: There are no bus routes within a quarter mile of the subject property.

Staff Analysis:

The applicant is seeking approval for a minor subdivision located at 3430 & 3360 Jacks Way South and encompasses 6.18 acres of land. The request is to replat Lots 6 & 7, Block 1 Timber Parkway Fourth Addition into a two lot, one block subdivision entitled **Timber Parkway Twelfth Addition**. Both properties are currently zoned GC, General Commercial and no zone change is proposed.

The purpose of this replat is to expand the parking on 3430 Jacks Way South. On April 21st, 2025 the property received a small facility parking reduction of 19% from 131 required parking stalls to 106. The applicant is now requesting to expand the site to provide more parking. With the expansion of the property the parking requirement of the Land Development Code will be able to be met and surpassed on site and the small facility parking reduction is no longer needed.

An amenities plan that addresses storm water requirements was reviewed and signed by both the applicants and City staff.

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

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat 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 requested minor subdivision is a replat of Lots 6 & 7, Block 1 Timber Parkway Fourth Addition into a two lot, one block subdivision entitled **Timber Parkway Twelfth Addition**. Both properties are currently zoned GC, General Commercial and no zone change is proposed. The 2024 Fargo Growth Plan depicts the place type designation as "Mixed Commercial, Office and Residential". The GC zoning is consistent with this place type designation. 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 received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

2. **Section 20-907.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. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Timber Parkway Twelfth Addition,** as outlined within the staff report, as the proposal complies with the 2024 Fargo Growth Plan, the standards of Article 20-06, Section 20-0907.B. and C. and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: May 5, 2026

At the May 5th, 2026 Planning Commission hearing, that Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed subdivision plat **Timber Parkway Twelfth Addition**, as outlined within the staff report, as the proposal complies with the 2024 Fargo Growth Plan, the standards of Article 20-06, Section 20-0907.B. and C. and all other applicable requirements of the Land Development Code.

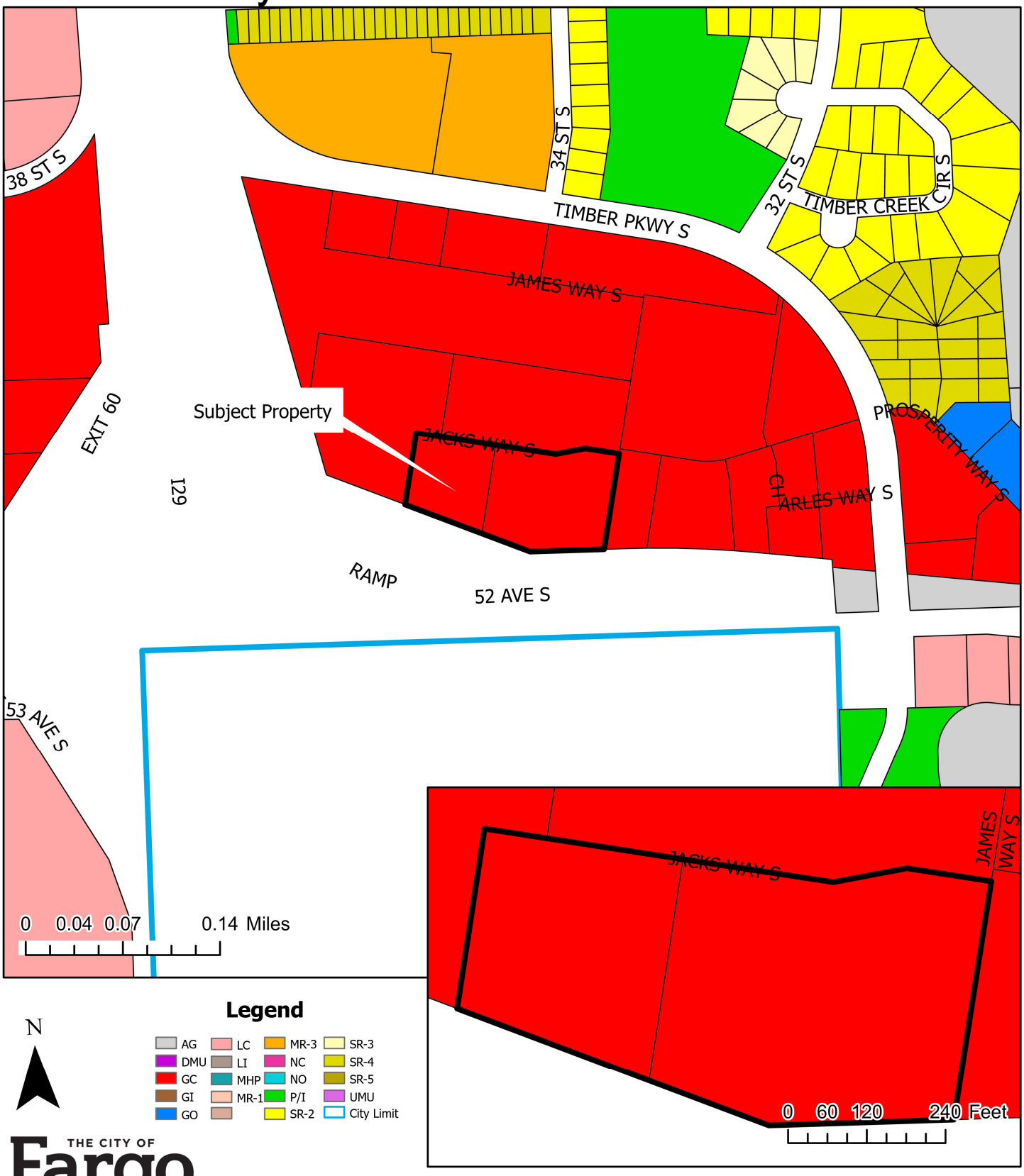
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Timber Parkway Twelfth Addition

3430 and 3360 Jacks Way South



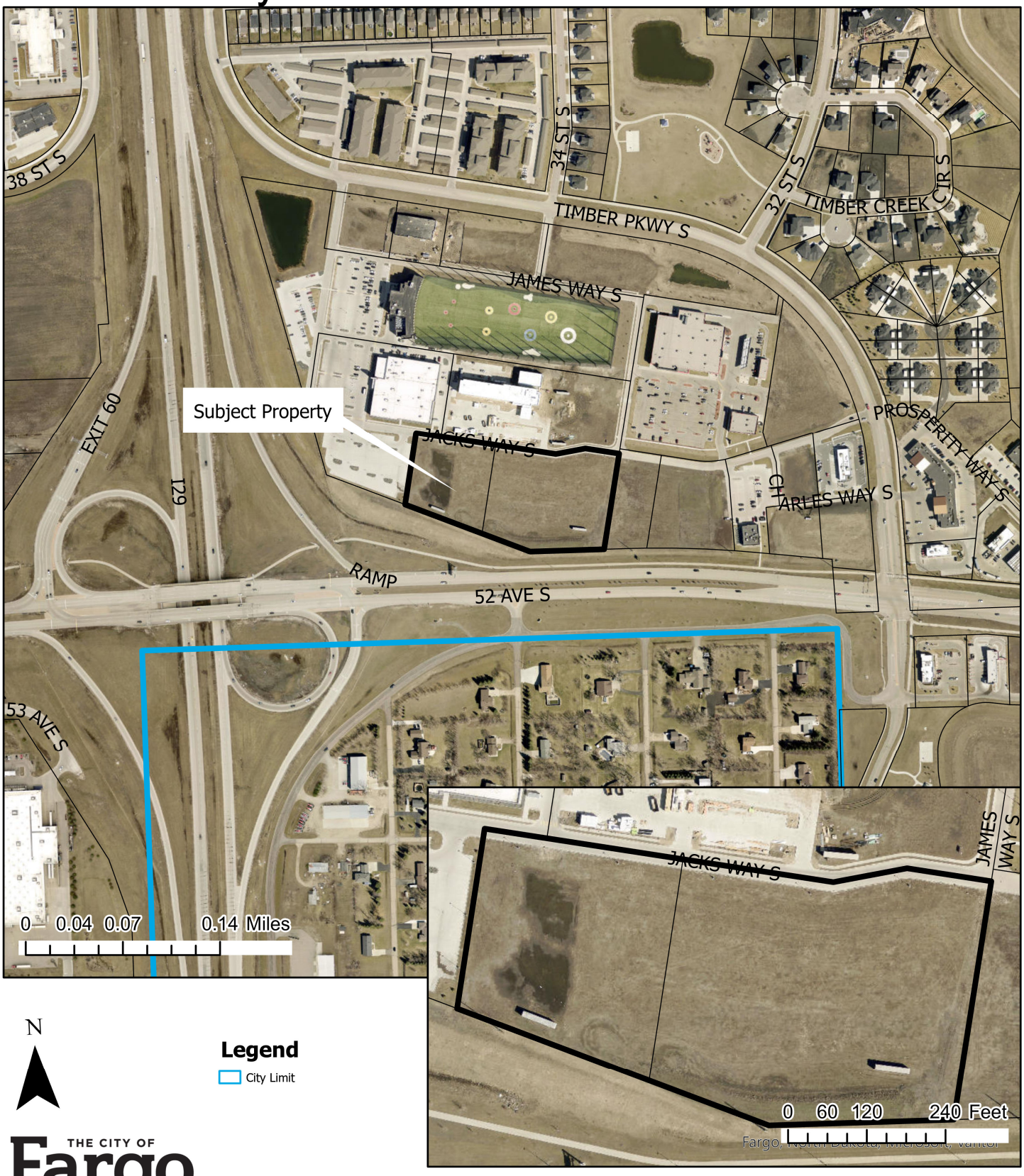
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

Minor Subdivision

Timber Parkway Twelfth Addition

3430 and 3360 Jacks Way South



N

Legend

City Limit

THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

TIMBER PARKWAY TWELFTH ADDITION

A REPLAT OF ALL OF LOTS 6 AND 7, BLOCK 1, TIMBER PARKWAY FOURTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MINOR SUBDIVISION

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That SMART SLIDES RE, LLC, a North Dakota limited liability company, and PLC INVESTMENTS, LLC, a North Dakota limited liability company,being owners of a parcel of land located in that part of the Southwest Quarter of Section 35, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

All of Lots 6 and 7, Block 1, TIMBER PARKWAY FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota.

Said tract contains 6.18 acres, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

Said owners have caused the above described parcel of land to be surveyed and platted as "TIMBER PARKWAY TWELFTH ADDITION" to the City of Fargo, Cass County, North Dakota.

OWNER: SMART SLIDES RE, LLC
Lot 1, Block 1

Dan Bryant, President

State of North Dakota }SS
County of Cass

On this 10th day of June, in the year 2026, before me, a notary public within and for said County and State, personally appeared Dan Bryant, President, SMART SLIDES RE, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of SMART SLIDES RE, LLC.

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2028

MORTGAGE HOLDER:
KodaBank

By: Patti Cosgriff
Vice President
Its:

State of North Dakota }SS
County of Cass

On this 10th day of June, in the year 2026 before me, a notary public within and for said County and State, personally appeared Patti Cosgriff, Vice President, KodaBank, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of KodaBank.

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2028

OWNER: PLC INVESTMENTS, LLC
Lot 2, Block 1

Kevin Christianson, President

State of North Dakota }SS
County of Cass

On this 10th day of June, in the year 2026, before me, a notary public within and for said County and State, personally appeared Kevin Christianson, President, PLC INVESTMENTS, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of PLC INVESTMENTS, LLC.

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2028

MORTGAGE HOLDER:
First International Bank & Trust

By:

Its: Sean Elsner - SVP/RCO

State of North Dakota }SS
County of Cass

On this 12th day of June, in the year 2026 before me, a notary public within and for said County and State, personally appeared Sean Elsner, SVP/RCO, First International Bank & Trust, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of First International Bank & Trust.

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2028

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Shawn M. Thomasson, Registered Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown, and that the outside boundary lines are correctly designated on the plat.

Shawn M. Thomasson Date: 6-9-26

Shawn M. Thomasson, Professional Land Surveyor
North Dakota License Number LS-5900

REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
LS-5900
DATE 6/9/26
NORTH DAKOTA

State of North Dakota }SS
County of Cass

On this 9 day of June, 2026, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public

AMBER COULTHART
Notary Public
State Of North Dakota
My Commission Expires July 1, 2029

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 2026.

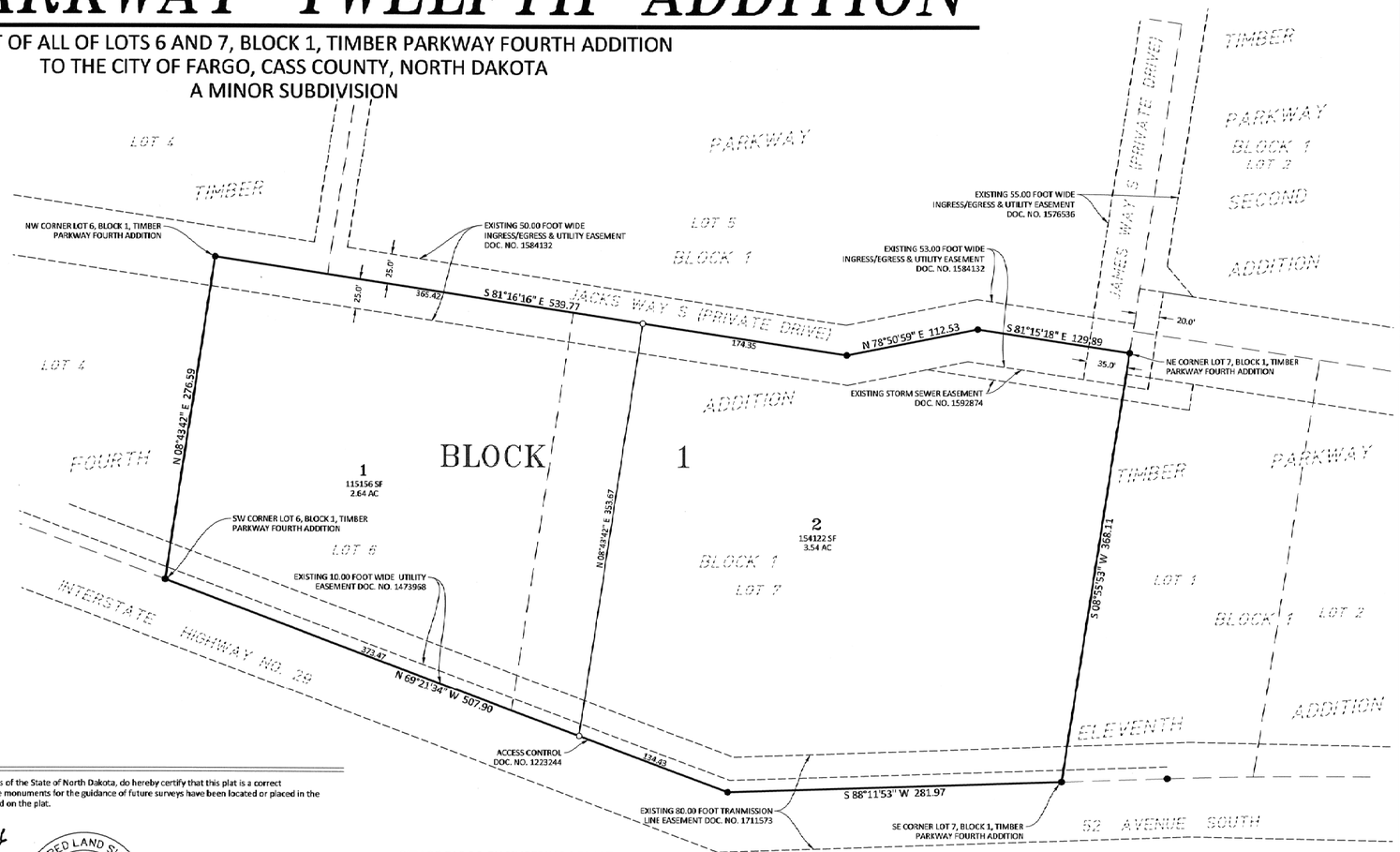
Timothy J. Mahoney, Mayor

Attest: _____
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota }SS
County of Cass

On this _____day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Timothy J. Mahoney, Mayor, and Angie Bear, known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledged that they executed the same ad their free act and deed on behalf of the City of Fargo.

Notary Public



CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this _____ day of _____, 2026.

Tom Knakmuhs, P.E., City Engineer

State of North Dakota }SS
County of Cass

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Tom Knakmuhs, P.E., City Engineer known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Fargo.

Notary Public

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planing Commission this _____ day of _____, 2026.

Maranda R. Tasa, Planning Commission Chair

State of North Dakota }SS
County of Cass

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Maranda R. Tasa, Planning Commission Chair, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public

LEGEND

- ○ 5/8" x 18" LONG REBAR, MONUMENT SET OR TO BE SET, CAP MARKED BY LIC. NO. LS-5900
- ● 5/8" DIAMETER REBAR FOUND
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE

NOTES

1. The subject property has been removed from the 100 year Floodplain per FEMA Case 20-08-0928A-385364 on 10/05/2020.

DOCUMENTS OF RECORD

1. EASEMENT ENCROACHMENT AGREEMENT RECORDED AS DOCUMENT NO. 1730781, MARCH 20, 2025.

0 30 60
SCALE IN FEET

Basis of Bearings:
Plat of Timber Parkway Fourth Addition

PREPARED BY:
BOLTON & MENK

SHEET 1 OF 1

SMT 6/8/2026 141849_Y-PLT12-TIMBER PARKWAY 12TH.dwg

City of Fargo *Staff Report*			
Title:	Grafstrom Second Addition	**Date:** **Update:**	04-29-2026 06-18-2026
Location:	2103, 2131, 2145, & 5525 Verna Way North	**Staff Contact:**	Chelsea Levorsen, Planner
Legal Description:	Lots 9, 10, 11, and 12, Block 1, Grafstrom First Addition		
Owner(s)/Applicant:	Just North of the Horse Park, LLC & Christianson Companies	**Engineer:**	Bolton & Menk
Entitlements Requested:	**Minor Subdivision** (Replat of Lots 9, 10, 11, and 12, Block 1, Grafstrom First Addition)		
Status:	City Commission Consent Agenda: June 22, 2026		

Existing		**Proposed**
Land Use: Industrial, Undeveloped		**Land Use:** No Change
Zoning: LI, Limited Industrial		**Zoning:** No Change
Uses Allowed: LI allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, basic utilities, certain telecommunications facilities		**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: 85%		**Maximum Lot Coverage Allowed in LI:** No Change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, to be known as **Grafstrom Second Addition,** a replat of Lots 9, 10, 11, and 12, Block 1, Grafstrom First Addition to the City of Fargo, Cass County, North Dakota

The subject property is located at 2103, 2131, 2145, and 5525 Verna Way North and encompasses approximately 3.35 acres. This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: LI; platted; proposed Animal Shelter
- East: LI; platted; undeveloped
- South: LI; platted; undeveloped
- West: AG; residential

Area Plans:

The 2024 Growth Plan designates this area as General Industrial and Flex warehouse place types. Primary uses include light and general industrial and flex warehouse. Secondary uses include commercial uses associated with industrial and warehouse. This project is consistant with the future land use designation for this propoerty.

Context:

Schools: The subject property is located within the West Fargo School District and is served by Harwood Elementary, Cheney Middle and West Fargo High schools.

Neighborhood: The subject property is not located within a designated neighborhood**.**

Parks: There are no Fargo Park District parks within one mile of the subject property.

Pedestrian / Bicycle: A 10-foot wide multi-use path is located on the south side of the 19th Avenue North right of way, across 19th Avenue from the subject property.

MATBUS Route: The subject property is not on a MATBUS route at this time.

Staff Analysis:

Background:
Grafstrom First Addition, a major subdivision, consisting of 14 Lots, 1 Block, was approved at the February 18, 2025 City Commission.
The applicant intends to create one large lot, combining Lots 9, 10, 11, and 12 to be used as a self-storage yard for semis, trailers, and other large vehicle/equipment items. At the time of permitting and site plan review, the site will be required to meet Land Development Code requirements, including all-weather surfacing, open space plant units, and fencing.

Minor Subdivision:
The subdivision combines four lots into one large lot and removes the Ingress/Egress/Utility Easement that was established with Grafstrom First Addition.

Zoning:
The property is zoned LI, Limited Industrial. No zone change is proposed.

Access & Amenities:
The subdivision will take access from 19th Avenue North and 57th Street North by way of an access easement (private drive) identified as “Verna Way”, which was established with Grafstrom First Addition. Verna Way is owned and maintained by the property owners within the subdivision. This is not a dedicated City right of way; the City does not have any maintenance responsibility for it.

A developer’s agreement was created with Grafstrom First Addition. Staff will update the amenities plan to specify developer considerations related to public improvements and storm water.

The LDC stipulates that the following criteria is met before a minor plat can be approved:
Major Subdivision

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 current zoning for the property is LI, Limited Industrial. No zone change is proposed. This zoning is consistent with the 2024 Fargo Growth Plan and the property is designated within the General Industrial and Flex Warehouse place type. The current LI zoning is consistent with these land use designations. 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 inquiries about the application. The project has been reviewed by the City's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(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 principals. **(Criteria Satisfied)**

Suggested Motion:

"To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Grafstrom Second Addition** as outlined within the staff report, as the proposal complies with the adopted area plans, the standards of Article 20-06, Sections 20-0907 B and C of the Land Development Code, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: May 5, 2026

At the May 5, 2026 Planning Commission hearing, that Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings of staff and moved to recommend approval to the City Commission the proposed subdivision plat, **Grafstrom Second Addition** as outlined within the staff report, as the proposal complies with the adopted area plans, the standards of Article 20-06, Sections 20-0907 B and C of the Land Development Code, and all other applicable requirements of the Land Development Code".

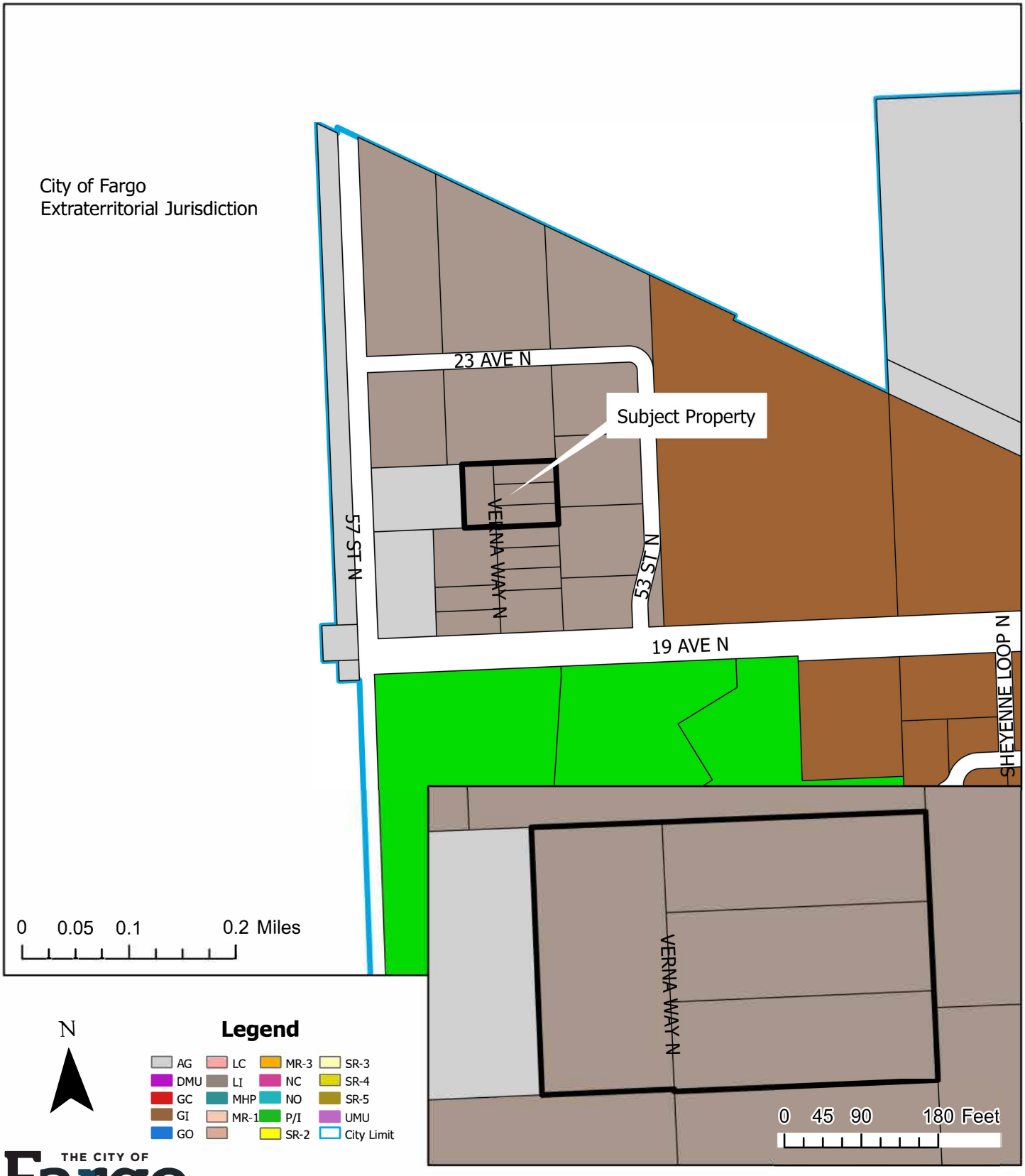
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat
4. Amenities Plan

Minor Subdivision

Grafstrom Second Addition

2103, 2131, 2145 and 5525 Verna Way North



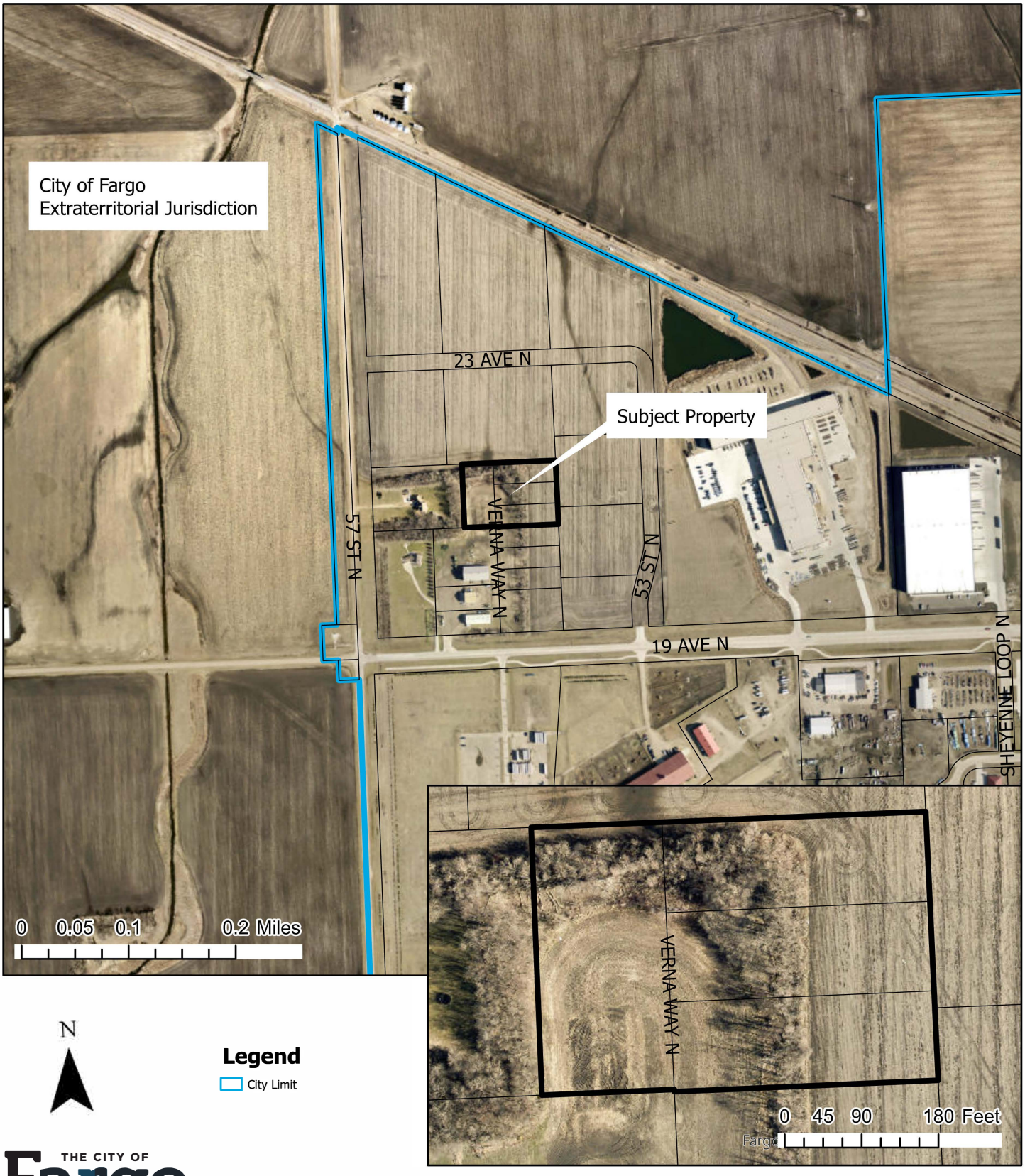
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

Minor Subdivision

Grafstrom Second Addition

2103, 2131, 2145 and 5525 Verna Way North

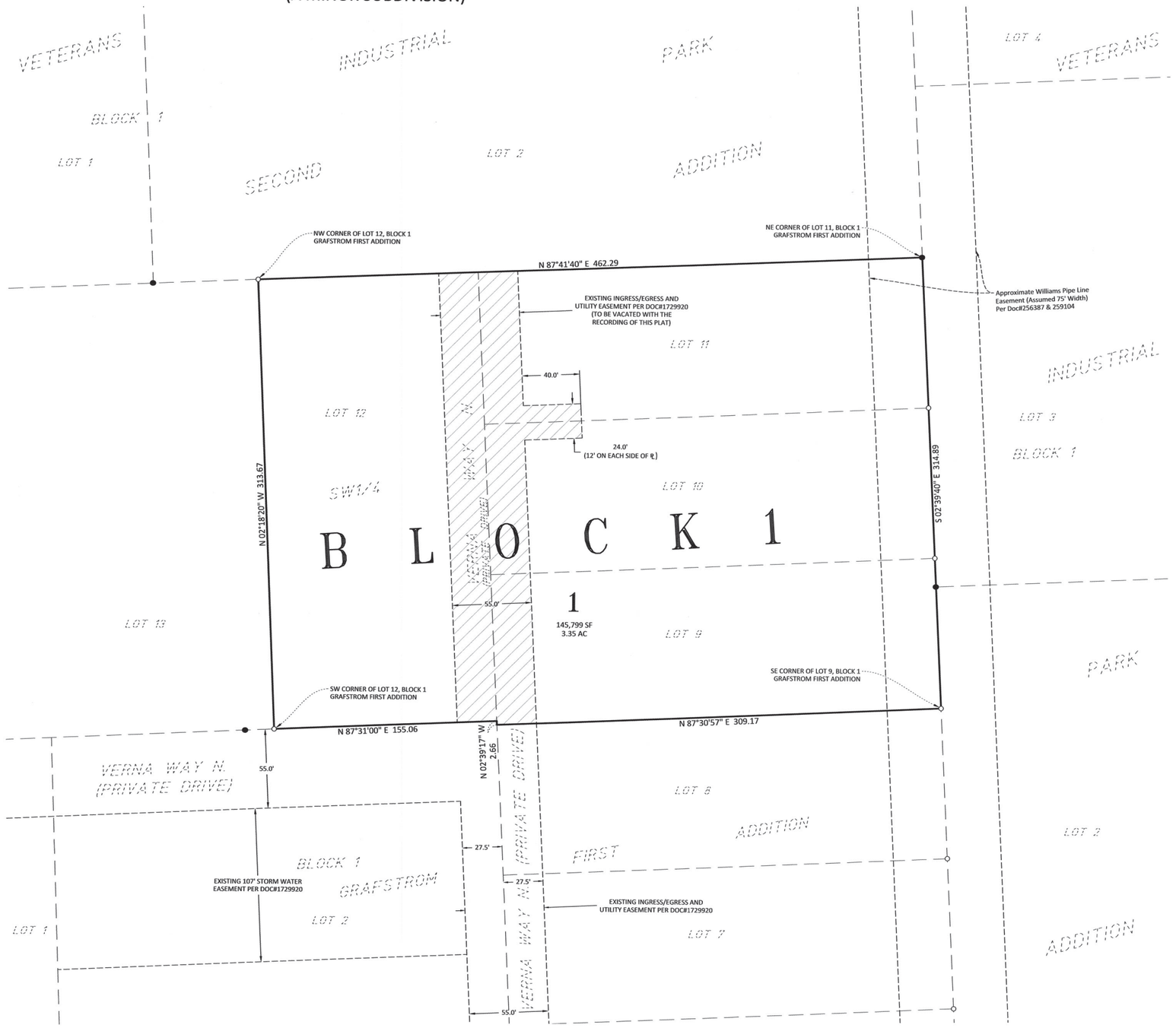


THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

GRAFSTROM SECOND ADDITION

A REPLAT OF ALL OF LOTS 9 THROUGH 12, BLOCK 1, GRAFSTROM FIRST ADDITION, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



LEGEND

- ○ 5/8"x18" REBAR MONUMENT SET, CAP MARKED BY LIC. NO. LS-5900
- ● MONUMENT FOUND, 5/8" REBAR
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- STREET AND UTILITY EASEMENT VACATION

0 40 80

SCALE IN FEET

Basis of Bearings: City of Fargo Ground Coordinate System, December 1992, US Survey Foot.

REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
LS–5900
DATE 6/9/26
NORTH DAKOTA

PREPARED BY:
BOLTON & MENK

SHEET 1 OF 2

SMT 06/08/26 142991-V1-PLTF2-GRAFSTROM 2ND ADDITION.dwg

GRAFSTROM SECOND ADDITION

A REPLAT OF ALL OF LOTS 9 THROUGH 12, BLOCK 1, GRAFSTROM FIRST ADDITION, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Just North of the Horse Park, LLC, a North Dakota limited liability company, as owner of a parcel of land located in that part of the Southwest Quarter of Section 28, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

All of Lots 9 through 12, Block 1, GRAFSTROM FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota.

Containing 3.35 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Said owners have caused the above described parcel of land to be replatted as "GRAFSTROM SECOND ADDITION" to the City of Fargo, Cass County, North Dakota.

Just North of the Horse Park, LLC

By: Hans Grafstrom, President

County of Cass
State of North Dakota } SS

On this 15th day of June, in the year 2026 before me, a notary public within and for said County and State, personally appeared Hans Grafstrom, President, Just North of the Horse Park, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the limited liability company.

Notary Public

SHANE OST
Notary Public
State of North Dakota
My Commission Expires December 23, 2028

MORTGAGE HOLDER:
Cornerstone Bank

By:

Its: Business Banker

County of Cass
State of North Dakota } SS

On this 15th day of June, in the year 2026 before me, a notary public within and for said County and State, personally appeared Jacob Lind, Business Banker known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of Cornerstone Bank.

Notary Public

SHANE OST
Notary Public
State of North Dakota
My Commission Expires December 23, 2028

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Shawn M. Thomasson, Registered Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown, and that the outside boundary lines are correctly designated on the plat.

Date: 6-9-26

Shawn M. Thomasson, Professional Land Surveyor
North Dakota License Number LS-5900

REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
LS-5900
DATE 6/9/26
NORTH DAKOTA

State of North Dakota
County of Cass } SS

On this 9 day of June, 2026, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public

AMBER COULTHART
Notary Public
State Of North Dakota
My Commission Expires July 1, 2029

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this _____ day of _____, 2026.

Tom Knakmuhs, P.E., City Engineer

State of North Dakota
County of Cass } SS

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Tom Knakmuhs, P.E., City Engineer known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Fargo.

Notary Public

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planing Commission this _____ day of _____, 2026.

Maranda R. Tasa, Planning Commission Chair

State of North Dakota
County of Cass } SS

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Maranda R. Tasa, Planning Commission Chair, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 2026.

Timothy J. Mahoney, Mayor

Attest: _____
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota
County of Cass } SS

On this _____day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Timothy J. Mahoney, Mayor, and Angie Bear, known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledged that they executed the same ad their free act and deed on behalf of the City of Fargo.

Notary Public

PREPARED BY:
BOLTON & MENK

SMT 06/08/26 142991-V1-PLTF2-GRAFSTROM 2ND ADDITION.dwg

Site Amenities and Project Plan
Grafstrom Second Addition
April 13, 2026

Location: The subject property is legally referred to as Lot 1, Block 1, Grafstrom Second Addition to the City of Fargo, Cass County, North Dakota, a replat of Lots 9, 10, 11, and 12, Block 1, Grafstrom First Addition.

Details: The project includes one (1) LI, Limited Industrial zoned lot. As approved, the project is intended to be developed as a limited industrial development, pursuant to the LDC.

Right of Way (ROW): No public right of way dedications are required as part of Grafstrom Second Addition.

All applicable requirements of the Grafstrom First Addition Amenities Plan carry through to the Grafstrom Second Addition.

This Amenities Plan is hereby approved.

_____ _____
Hans Grafstrom, President date
Just North of the Horse Park, LLC
Owner: Lot 1, Block 1

_____ _____
Tom Knakmuhs, City Engineer date

City of Fargo Staff Report			
Title:	Lenthe's Second Addition	**Date:**	4/29/2026 6/18/2026
Location:	2825, 2901, 2903, 2905, 2907, 3001, 3003, 3005, 3007, 3039, 3041, 3043, and 3045 Main Avenue	**Staff Contact:**	Donald Kress, planning coordinator
Legal Description:	Lots 1, 2, and 3, Block 1, Lenthe's First Addition		
Owner(s)/Applicant:	Farmers Union Oil Company of Moorhead, MN, d/b/a Petro Serve USA / Lowry Engineering, Inc.	**Engineer:**	Lowry Engineering, Inc.
Entitlements Requested:	**Minor Subdivision** (Replat Lots 1, 2, and 3, Block 1, Lenthe's First Addition, City of Fargo, Cass County, North Dakota,)		
Status:	City Commission Consent Agenda: June 22nd, 2026		

Existing		**Proposed**
Land Use: Retail sales and service; vehicle repair; vacant commercial space;		**Land Use:** No change
Zoning: GC, General Commercial;		**Zoning:** No change
Uses Allowed: **GC** allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.		**Uses Allowed:** No change
Maximum Lot Coverage Allowed: 85%		**Maximum Lot Coverage Allowed:** No change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Lenthe's Second Addition** which is a replat of Lots 1, 2, and 3, Block 1, Lenthe's First Addition, City of Fargo, Cass County, North Dakota.

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

Surrounding Land Uses and Zoning Districts:

- North: GC, General Commercial, with Burlington Northern Santa Fe railroad tracks; north across the tracks is zoned LI, Limited Industrial, with warehouse use.
- East: GC, with commercial uses (auto sales)
- South: Across Main Avenue LI, Limited Industrial with warehouse, light manufacturing, and vacant land uses

- West: LI, Limited Industrial and GC, General Commercial with retail sales and railroad right of way uses

Area Plans:

The Fargo Growth Plan 2024 designates the place type of the subject property as "Transitional Industrial/Commercial." The existing GC, General Commercial zoning and commercial uses are consistent with this place type designation. No zone change is proposed.

Context

Schools: The subject property is located within the Fargo School District and is served by Madison Elementary, Ben Franklin Middle and North High schools.

Neighborhood: The subject property is not located within a designated neighborhood.

Parks: Jefferson Park (1904 4th Avenue S South) is located approximately over ¾ of a mile southeast of the subject property and offers the amenities of basketball, picnic table, playgrounds, and recreational trails, soccer, skatepark.

Pedestrian / Bicycle: There are no bicycle facilities along Main Avenue at this location.

MATBus: There are no MATBus routes along Main Avenue.

Staff Analysis:

The plat will replat the existing three lots of Lenthe's First Addition into a different three-lot configuration. The exterior boundaries of the subdivision will not change. All of the property to be platted is zoned GC, General Commercial. No zone change is proposed. The area fronting Main Avenue is entirely developed with retail, restaurant, and convenience store uses. Some portions of the property will be redeveloped, including a new convenience store.

ACCESS: Access from Main Avenue will be revised from the current three access points to two access points. One access point will be shared by Lots 1 and 2, Block 1 and one access point will be on Lot 1, Block 1. Access from Main Avenue will otherwise be prohibited by the negative access easement depicted on the plat.

Access from the west by way of 27th Street South through the North Dakota Department of Transportation-owned property will remain.

Existing private access easements on the subject property that were created with Lenthe's First Addition will be vacated, and new access easements will be created with this subdivision.

An encroachment agreement between the City and the property owner, approved by the City Commission on June 8th, 2026, addresses the parking lot encroachments into the Main Avenue right of way. These encroachments will be allowed to remain at this time, but will need to be eliminated when the subject property is redeveloped. The plat will eliminate some other existing encroachments into the Main Avenue right of way.

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.**

This subdivision is intended to replat three existing lots in one block into a different configuration of three lots and one block. The Fargo Growth Plan 2024 designates the place type of the subject property as "Transitional Industrial/Commercial. The subject property is zoned GC, General Commercial. This zoning is consistent with the place type designation. This zoning allows the proposed land uses of redevelopment of existing commercial uses. No zone change is proposed. 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 received and responded to one inquiry regarding this property. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(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. **(Criteria Satisfied)**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Lenthe's Second Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: May 5th, 2026

At the May 5th, 2026 Planning Commission hearing, that Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed **Lenthe's Second Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code.

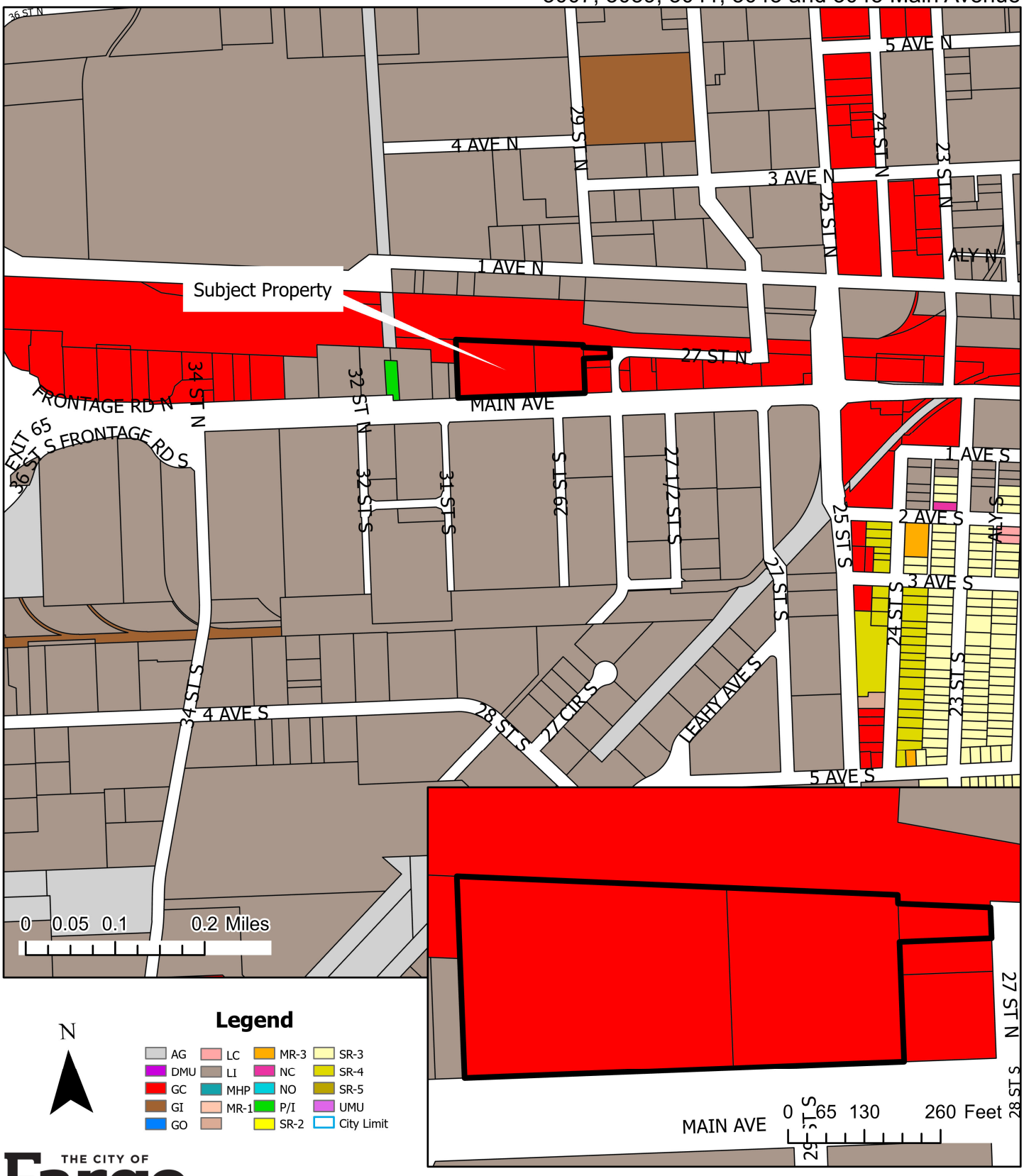
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Lenthe's Second Addition

2825, 2901, 2903, 2905, 2907, 3001, 3003, 3005, 3007, 3039, 3041, 3043 and 3045 Main Avenue



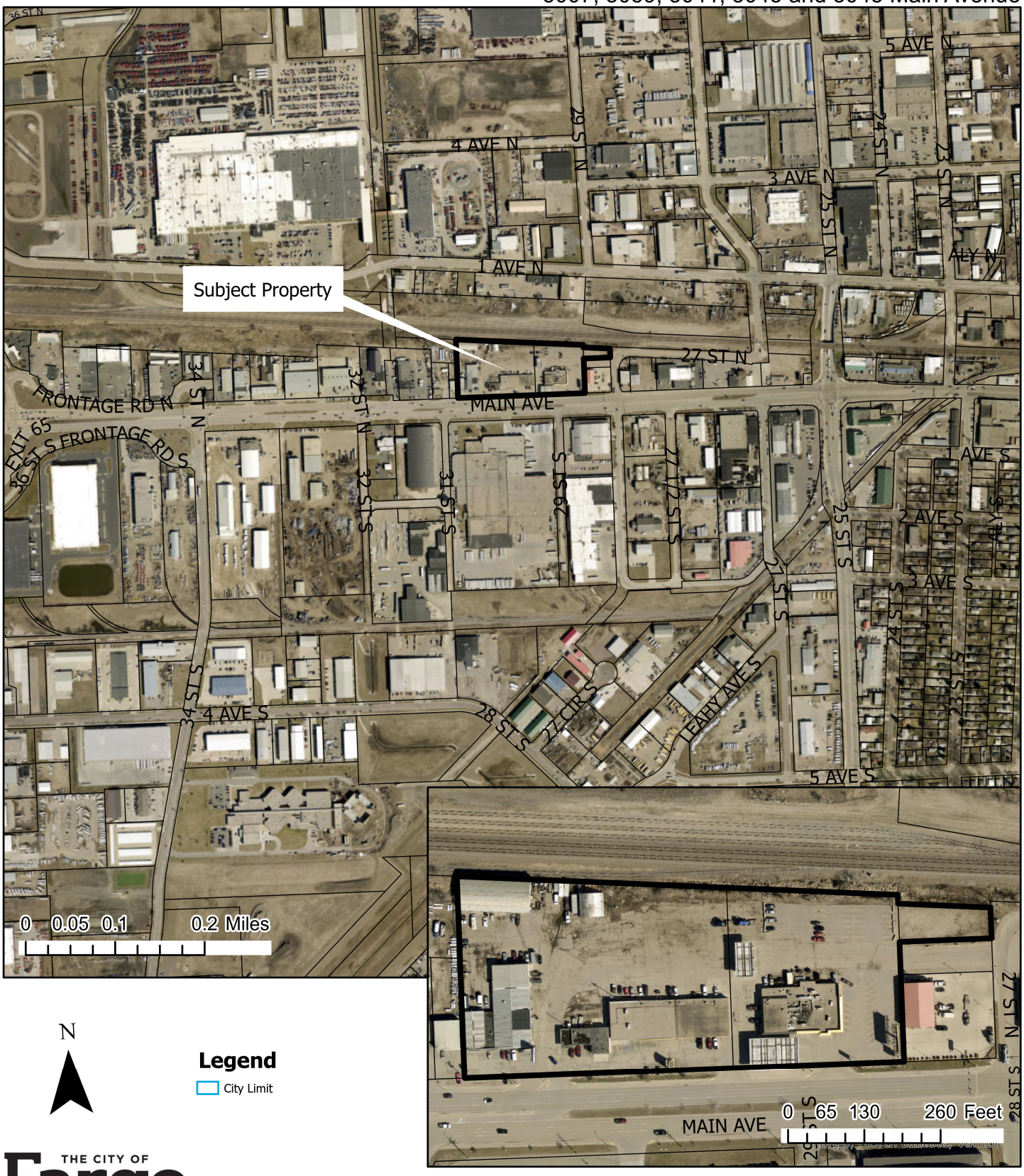
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

Minor Subdivision

Lenthe's Second Addition

2825, 2901, 2903, 2905, 2907, 3001, 3003, 3005, 3007, 3039, 3041, 3043 and 3045 Main Avenue



N

Legend

City Limit

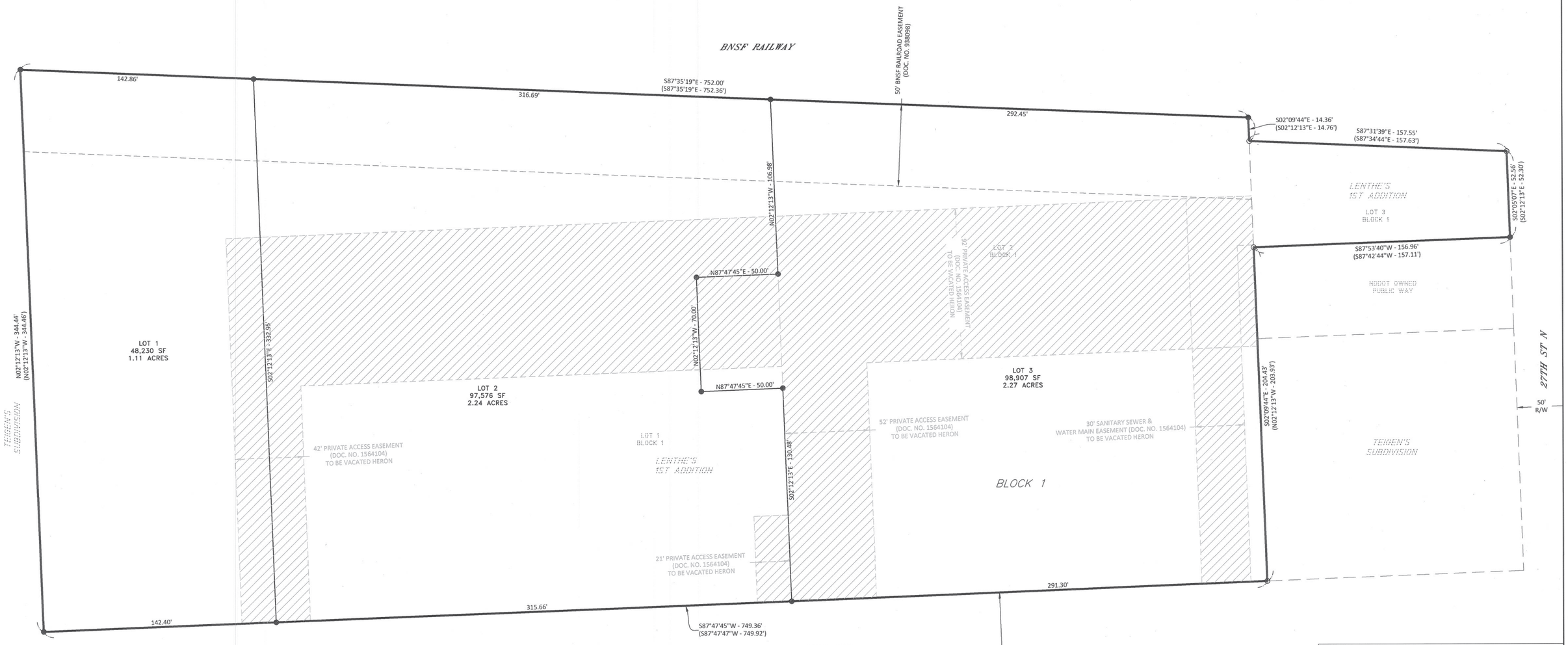
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

A MINOR SUBDIVISION PLAT OF

LENTHE'S SECOND ADDITION

A REPLAT OF LOT 1, 2, AND 3 BLOCK 1 OF LENTHE'S FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



REGISTERED PROFESSIONAL LAND SURVEYOR
COLE A. NESET
LS-7513
DATE 6-4-26
NORTH DAKOTA

LEGEND

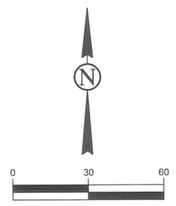
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- EX. EASEMENT
- EX. PROPERTY LINE
- EX. SECTION LINE
- PROPERTY BOUNDARY LINE
- NEW PROPERTY LINE
- EX. EASEMENT TO BE VACATED HERON
- N00°00'00"E - 100.00' MEASURED BEARING & DISTANCE
- (N00°00'00"E - 100.00') PLATTED BEARING & DISTANCE

SURVEY INFORMATION

DATE OF SURVEY: DECEMBER 2025
BASIS OF BEARING: CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992, US SURVEY FEET
VERTICAL DATUM: NAVD88

NOTES

1. ALL DISTANCES ARE GROUND DISTANCES.
2. THE PUBLIC WAY DEPICTED ON THIS PLAT IS OWNED BY THE NORTH DAKOTA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF PROVIDING PUBLIC ACCESS TO AND FROM 27TH STREET NORTH FOR LOTS 1, 2, AND 3 OF LENTHE'S 1ST ADDITION (DOCUMENT NO. 1091273, 1128083, 1112759, & 1184184).
3. PROPERTY IS SITUATED IN ZONE X (500-YEAR FLOODPLAIN) AS DEPICTED ON FEMA FIRM PANEL 38017C0589G, DATED JANUARY 16, 2015.
4. EXISTING CANOPY & PARKING ENCROACHMENTS (DOCUMENT NO. 1582336 & 1582336) SHALL BE VACATED SEPARATELY FROM THIS DOCUMENT DURING CONSTRUCTION BETWEEN THE OWNER AND CITY.
5. NEGATIVE ACCESS EASEMENT, AS NOTED ON THIS PLAT, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.



FOR RECORDING PURPOSES ONLY

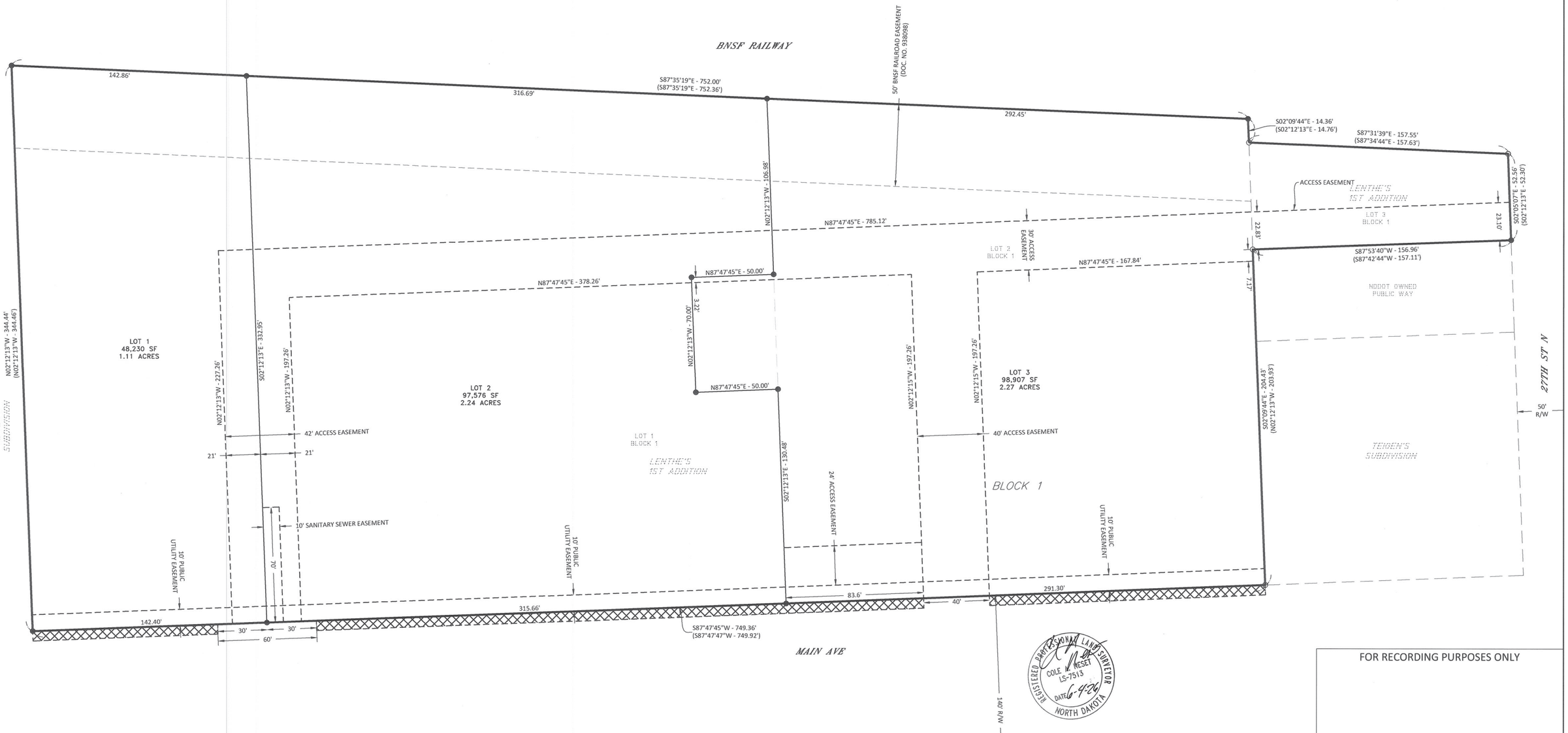
SHEET 1 OF 3

LOWRY ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

A MINOR SUBDIVISION PLAT OF

LENTHE'S SECOND ADDITION

A REPLAT OF LOT 1, 2, AND 3 BLOCK 1 OF LENTHE'S FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



REGISTERED PROFESSIONAL LAND SURVEYOR
COLE M. RESET
LS-7513
DATE 6-4-26
NORTH DAKOTA

FOR RECORDING PURPOSES ONLY

LEGEND

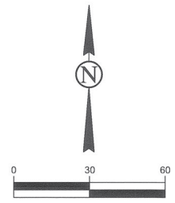
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- NEW NEGATIVE ACCESS EASEMENT
- N00°00'00"E - 100.00' MEASURED BEARING & DISTANCE
- (N00°00'00"E - 100.00') PLATTED BEARING & DISTANCE

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BASIS OF BEARING: CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992, US SURVEY FEET
VERTICAL DATUM: NAVD88

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LOWRY ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

A MINOR SUBDIVISION PLAT OF

LENTHE'S SECOND ADDITION

A REPLAT OF LOT 1, 2, AND 3 BLOCK 1 OF LENTHE'S FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT FARMERS UNION OIL COMPANY OF MOORHEAD, MINNESOTA, A MINNESOTA COOPERATIVE, DBA PETRO SERVE USA, IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1, 2, AND 3, BLOCK 1, LENTHE'S FIRST 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 SURVEYED AND PLATTED AS LENTHE'S SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY NORTH DAKOTA. SAID OWNER ALSO HEREBY DEDICATES AND CONVEYS TO THE PUBLIC, FOR PUBLIC USE, ALL UTILITY, SANTIARY SEWER, AND ACCESS EASEMENTS SHOWN ON SAID PLAT. SAID LENTHE'S SECOND ADDITION, CONSISTS OF 3 LOTS AND 1 BLOCK, AND CONTAINS 5.62 ACRES, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHT OF WAYS OF RECORD.

BY: _____
CLARK ERICKSON, CHIEF EXECUTIVE OFFICER
FARMERS UNION OIL COMPANY OF MOORHEAD, MINNESOTA

STATE OF North Dakota)
)SS
COUNTY OF Cass)

ON THIS 4 DAY OF June, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CLARK ERICKSON, CHIEF EXECUTIVE OFFICER, FARMERS UNION OIL COMPANY OF MOORHEAD, MINNESOTA, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY: Cass STATE: North Dakota

STEVE KETTERLING
Notary Public
State of North Dakota
My Commission Expires Dec 24, 2029

SURVEYORS CERTIFICATE

I, COLE A. NESET, 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 LENTHE'S 2ND ADDITION; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED.

DATED THIS 4 DAY OF June, 2026.

_____
COLE A. NESET,
REGISTERED LAND SURVEYOR
LS-7513

REGISTERED PROFESSIONAL LAND SURVEYOR
COLE A. NESET
LS-7513
DATE 6-4-26
NORTH DAKOTA

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS 4 DAY OF June, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

AMANDA DAMMEN
Notary Public
State of North Dakota
My Commission Expires March 30, 2030

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS_____DAY OF_____20____.

_____
TOM KNAKMUHS, P.E.
CITY ENGINEER

STATE OF_____)
)SS
COUNTY OF_____)

ON THIS _____DAY OF_____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM KNAKMUHS, P.E., TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY:_____STATE:_____

CITY COMMISSION APPROVAL

APPROVED BY THE BOARD OF CITY COMMISSIONERS AND ORDED FILED THIS_____DAY OF_____20____.

_____
TIMOTHY J. MAHONEY
MAYOR

ATTEST: _____
ANGIE BEAR
DEPUTY AUDITOR ON BEHALF OF CITY AUDITOR

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS _____DAY OF_____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY J. MAHONEY & ANGIE BEAR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY:_____STATE:_____

CITY PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS_____DAY OF_____20____.

_____
MARANDA R. TASA, CHAIR
FARGO PLANNING COMMISSION

STATE OF_____)
)SS
COUNTY OF_____)

ON THIS _____DAY OF_____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARANDA R. TASA, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY:_____STATE:_____

FOR RECORDING PURPOSES ONLY

LOWRY ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

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REPORT OF ACTION

UTILITY COMMITTEE

Project No. WA2502 Type: Change Order #2

Location: Water Treatment Plant

Date of Hearing: 6/10/2026

Routing	Date
City Commission	6/22/2026
Project File	

Dan Portlock, Assistant Water Utility Director, presented change order #2 for the water tower demolition project (#2, #3, and #8) in the amount of $143,000 for additional work related to the project. The additional work included underground work, testing/removal contaminated soil, contractor downtime, fence replacement, and a fuel tank removal. The additional work was necessary to address unforeseen site conditions encountered during demolition and excavation activities.

MOTION:

On a motion by Scott Olson, seconded by Thomas Knackmus, the Utility Committee voted to approve the change order No. 2 for project number WA2502 in the amount of $143,000.

COMMITTEE:	Present	Yes	No	Unanimous
				X
Denise Kolpack, City Commissioner	X			
Brenda Derrig, Assistant City Administrator				
Susan Thompson, Finance Director	X			
Brian Ward, Water Plant Supt.				
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, Temp. Asst. City Administrator	X			
Vacant, City Forester	NA			
James Hausauer, Water Recl. Utility Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Tom Knakmuhs, City Engineer (Nathan Boerboom)	X			
Dan Portlock, Assistant Water Utility Director	X			
Scott Olson, Solid Waste Utility Director	X			

ATTEST:

Dan Portlock, PE
Assistant Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Turnberg

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
June 5th, 2026

To: Utility Committee

From: Dan Portlock, PE Assistant Water Utility Director

Re: WA2502 Change Order #2 for the Water Tower Demolitions (2, 3, 8) Project

---

Please find proposed Change Order No. 2 in the amount of $143,000, which covers additional work associated with the demolition of Water Towers 2, 3, and 8.

The majority of this change order is attributable to unforeseen contaminated materials encountered at the foundation of Tower No. 3. During excavation, a significant volume of fuel and oil contaminated soil was discovered that required environmental testing, regulatory coordination, and proper off-site disposal in accordance with applicable requirements. These conditions were not identifiable prior to excavation and resulted in unavoidable delays while the contractor awaited testing results and direction before proceeding safely and in compliance.

In addition to the environmental work at Tower No. 3, the change order also includes costs associated with additional underground work and the removal of the pump house building at Tower No. 8, as well as fence replacement at Tower No. 2.



Contaminated Soil Tower #3

Plan of Financing

This project will be funded through infrastructure sales tax and is part of our Capital Improvements Plan (CIP)

SUGGESTED MOTION:

Approve change order #2 for the Water Tower Demolitions project (2, 3, 8) in the amount of $143,000.

Your consideration in this matter is greatly appreciated.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 2

Date of Issuance: May 8, 2026
Effective Date: May 8, 2026

Owner: City of Fargo, ND
Owner's Contract No.: WA2502

Contractor: BC Excavating
Contractor's Project No.: N/A

Engineer: Apex Engineering Group
Engineer's Project No.: 24.351.0109

Project: Water Tower Demolitions – Towers 2, 3, and 8
Contract Name: Water Tower Demolitions – Towers 2, 3, and 8

The Contract is modified as follows upon execution of this Change Order:

Description: Increase in contract price for keeping the pump house that BC Excavating had originally planned to sell after removal at tower #8. Increase in contract price for labor, materials, permit acquisition, and equipment for the removal of the fuel tank at tower #3. Increase in contract price for the removal of asbestos from all three tower sites. Increase in contract price for removal, testing, and associated down time for the contaminated soil at tower #3. Increase of contract price for replacement of fencing at tower #2. Increase in contract price for additional underground work at tower #8.

Attachments:
BC Excavating Price Adjustment for Work Change Directive No. 3, No. 4, No. 5, and No. 6 with comments from Apex Engineering.
Letter of Explanation for Change Order No. 2

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 1,295,335.35	Original Contract Times: Substantial Completion: October 30, 2025 Ready for Final Payment: November 30, 2025
Decrease from previously approved Change Orders No. 0 to No. 1 : $ 18,025	~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. __ to No. ___: Substantial Completion: N/A Ready for Final Payment: N/A
Contract Price prior to this Change Order: $ 1,277,310.35	Contract Times prior to this Change Order: Substantial Completion: October 30, 2025 Ready for Final Payment: November 30, 2025
Increase of this Change Order: $143,000	**Increase** of this Change Order: Substantial Completion: October 30, 2025 Ready for Final Payment: May 22, 2026
Contract Price incorporating this Change Order: $1,420,310.35	Contract Times with all approved Change Orders: Substantial Completion: October 30, 2025 Ready for Final Payment: May 22, 2026

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: B. Schmidt
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title: _____	Title Project Manager
Date: _____	Date: _____	Date 5/11/2026

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

BC EXCAVATING
109 OXBOW DR -OXBOW, ND 58047
SCHMIDT219@LIVE.COM
701-388-0745

March 18, 2026

Attn: Chloe Anderson

Apex Engineering

4733 Amber Valley Parkway S

Fargo, ND 58104

Please find our pricing for the changes to Apex Project Number 24.351.0109, City of Fargo Project Number WA2502:

1. Tower 8 Pump House Building

$4,500

2. Tower 8 Underground work

$3,500

3. Tower 3 - Down Time for Contaminate 9/18-10/01

$1,122/hour x 12 hours per day x 9 days ~~$121,230~~ $98,605.79

-PC360 Excavator ($281.25 per hour)

-PC210 Excavator ($206.25 per hour)

-Skidsteer ($138.75 per hour)

-Packer ($131.25 per hour)

-Concrete Breaker ($100 per hour)

-Labor ($265 per hour 3 employees)

4. Removal & Testing of Contaminate at Tower 3

$20,982.21

-Dig out contaminate ($3,080)

-Loading contaminate ($2,280)

-Hauling out contaminate ($2,960)

-Hauling clay in ($1,480)

-Clay (126 yards @8/yd = $1,008)

-Packer ($1,480)

-Testing fees ($5,340.89 – no markup)

-4 hours for Removal and storage of contaminated water in totes ($353.32)

-Disposal fee for contaminated water ($1,500)

-4 hours @375/hour using PC360 to locate contaminate boundaries ($1,500)

5. Fence Replacement at Tower 2

$2360

6. Asbestos Removal on pump houses for Towers 2 and 3 ($1,750 per Tower)

$3,500

7. Tower 3 Fuel Tank (Emergency Food Pantry Building)

$9,552

-3 Laborers (11 hours x $265/hr = $2,915)

-Fuel Removal (500 gallons x $3/gallon = $1,500)

-Excavator (8 hours x $285/hr = $2,280)

-Skidsteer (6 hours x $185/hr = $1,110)

-2 Dumptrucks (4 hours x $140/hr x 2 = $1,120)

-Loads of clay ($8/yard x 16 yards/load x 4 loads = $512)

-Tank permit and Dry Ice ($115)

TOTAL PRICE CHANGE ..... ~~$165,624.21~~
$143,000.00

Apex Engineering Group
Water | Transportation | Municipal | Facilities

Letter of Explanation
Change Order No. 2

Water Tower Demolition – Towers No. 2, No. 3 and No. 8

Apex No. 24.351.0109

Item No. 1 –Tower No. 8 Pump House Building: ADD 1 LS @ $4,500.00. After Contract award, the school district decided to keep the pump house in place that was called to be removed in the original Contract. The Contractor had planned to sell the pump house after removal for $4,500. It was decided that the City would reimburse the Contractor the $4,500 to keep the pump house in place. *Total increase in Cost due to this Change: $4,500.00.*

Item No. 2 – Tower No. 8 Underground Work: ADD 1 LS @ $3,500.00. During the Tower No. 8 watermain termination, the Contractor discovered while excavating that due to the location of existing fittings and existing conditions of the watermain, they would be unable to terminate the watermain to plan. This resulted in the Contractor making a second trip out to the site and excavating the area to terminate the watermain. *Total Increase in Cost due to this Change: $3,500.00.*

Item No. 3 –Tower No. 3 Downtime for Contaminated Materials: ADD 1 LS @ $98,605.79. During removal of the Tower No. 3 foundation slab, the Contractor discovered contaminated soil located underneath the slab. This delayed the completion of the work at Tower #3 by 9 working days to allow for testing to determine the extent of removal and disposal methods of the contaminated materials. The Costs included in this item are hours for equipment on site and labor for the 9-day downtime period. *Total Increase in Cost due to this Change: $98,605.79.*

Item No. 4 – Testing and Removal of Contaminated Materials: ADD 1 LS @ $20,982.21. During removal of the Tower No. 3 foundation slab, the Contractor discovered contaminated soil underneath the slab. This contaminated soil had to be tested to determine removal extent and disposal methods for the contaminated soil. This increase in Cost includes labor and fees for removing and disposing of contaminated soil, testing fees, removal and disposal of contaminated water, and time and materials for fill of the contaminated area. *Total Increase in Cost due to this Change: $20,982.21.*

Item No. 5 – Fence Replacement at Tower No. 2: ADD 1 LS @ $2,360.00. After Contract award, the Harm Reduction Center located next to Tower #2 preferred that the fencing that was called to be removed remained in place. A portion of the fencing was removed during demolition of Tower #2 for equipment access and reinstalled after demolition This increase in Cost is for labor for reinstalling that portion of the fence. *Total Increase in Cost due to this Change: $2,360.00.*

Item No. 6 –Asbestos Removal at Towers No. 2 and No. 3: ADD 1 LS @ $3,500.00. After Contract award, materials composed of asbestos were discovered in portions of the pump houses at Towers No. 2 and No. 3. This increase in Cost is for removal and disposal of materials containing asbestos. *Total Increase in Cost due to this Change: $3,500.00.*

Item No. 7 –Tower No. 3 Fuel Tank Removal: ADD 1 LS @ $9,552.00. After Contract award, it was discovered that there was a buried fuel tank located under the abandoned emergency food pantry building. It was decided that this fuel tank was to be removed by the Contractor to clear the property completely. This Item includes permit fees for tank removal, labor involved for removal of the buried fuel tank, disposal of fuel, and material brought onto the site to fill the area where the tank was located. *Total Increase in Cost due to this Change: $9,552.00.*

WA 2506

NOTE: This Project is using SRF Loan Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included in your bid. This Project will comply with SRF requirements. In the event of a discrepancy between EJCDC contracting requirements and SRF contracting requirements, the SRF contracting requirements shall prevail.

APPROVED
By the Board of City Commissioners

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Fargo ("Owner") and **[J.D. Kraemer Enterprises, LLC]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **WATER SERVICE REPLACEMENT PROJECT 2026-03.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Service Replacement Project 2026-03**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Houston Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **July 10, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 31, 2026**.

B. Substantial and Final Completion are further defined:

Substantial Completion Date: July 10, 2026

Substantial Completion shall consist of all work included in the contract and have roadway open to the public. See following provisions:

- The Contractor shall have 28 days from the start of service work to completion of permanent pavement patch per site.

A penalty of $350 per day per site will be assessed to the Contractor for failure to complete the work within the time specified above.

Final Completion Date: July 31, 2026

Final Completion shall include all remaining work items, punch list items, and cleanup.

Failure to meet completion dates will result in liquidated damages being applied per the contract based off the City of Fargo's current version of Liquidated Damages Schedule for Final Completion.

Additional Provisions for All Phases:

- The Contractor shall have 1-day per site to complete the work and open the roadway to thru traffic utilizing temporary surface material.
- The Contractor will be allowed a 5-day closure for the installation of permanent pavement patch per identified site.

4.03 *Liquidated Damages*

A. Contractor and Owner agree that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount for each day that expires after the time (as duly adjusted pursuant to the Contract) as specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount as specified in Paragraph 4.02 above for each day that expires after such time until the Work is completed and ready for final payment. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

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The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on a monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Owner may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the Owner make payment to a contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.

2. The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0-90%	5%
91-100%	1-5%*
* Reduction of retainage is at the discretion of the Engineer based on the progress of the contract	

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

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6.05 *Interest*

A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. City of Fargo Standard Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference).
6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Water Service Replacement Project 2026-03.
7. City of Fargo Standard Specifications for Construction (not attached but incorporated by reference).
8. Addenda (numbers **[none]** to **[none]** inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [June 1, 2026] (which is the Effective Date of the Contract).

Owner:	Contractor:
_____ *(typed or printed name of organization)*	J.D. Kraemer Enterprises, LLC *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: June 1, 2026 *(date signed)*
Name: _____ *(typed or printed)*	Name: Christopher Kraemer *(typed or printed)*
Title: _____ *(typed or printed)*	Title: CEO *(typed or printed)*
	(If J.D. Kraemer Enterprises, LLC is a corporation, a partnership, or a joint venture, attach evidence of
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: Witness *(typed or printed)*
Address for giving notices:	Address for giving notices:
APPROVED AS TO FORM _____ 20____ _____ CITY ATTORNEY	J.D. Kraemer Enterprises, LLC 6831 57th St N Harwood, ND 58042
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____
(If City of Fargo is a corporation, attach evidence of authority to sign. If City of Fargo is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	License No.: _____ *(where applicable)*
	State: _____

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APPROVED
By the Board of City Commissioners

_____

PERFORMANCE BOND

Bond#: 7495026

Contractor Name: J.D. Kraemer Enterprises, LLC Address *(principal place of business)*: 6831 57th St N Harwood, ND 58042	**Surety** Name: Old Republic Surety Company Address *(principal place of business)*: 1415 28th St, Suite 420 West Des Moines, IA 50266
Owner Name: City of Fargo Mailing address *(principal place of business)*: 225 4th Street N. Fargo, ND 58102	**Contract** Description *(name and location)*: Water Service Replacement Project 2026-03 Fargo, ND Contract Price: $308,212.00 Effective Date of Contract: June 1, 2026

Bond

Bond Amount: $308,212.00

Date of Bond: June 1, 2026

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☑ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
J.D. Kraemer Enterprises, LLC *(Full formal name of Contractor)*	Old Republic Surety Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Christopher Kraemer *(Printed or typed)*	Name: Anthony Gross *(Printed or typed)*
Title: CEO	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Seth Farkas *(Printed or typed)*	Name: Seth Farkas *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

APPROVED AS TO FORM

_____ 20____

_____
CITY ATTORNEY

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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APPROVED
By the Board of City Commissioners

PAYMENT BOND

Bond#: 7495026

Contractor Name: J.D. Kraemer Enterprises, LLC Address *(principal place of business)*: 6831 57th St N Harwood, ND 58042	**Surety** Name: Old Republic Surety Company Address *(principal place of business)*: 1415 28th St, Suite 420 West Des Moines, IA 50266
Owner Name: City of Fargo Mailing address *(principal place of business)*: 225 4th Street N. Fargo, ND 58102	**Contract** Description *(name and location)*: Water Service Replacement Project 2026-03 Fargo, ND Contract Price: $308,212.00 Effective Date of Contract: June 1, 2026

Bond

Bond Amount: $308,212.00

Date of Bond: June 1, 2026

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☑ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
J.D. Kraemer Enterprises, LLC *(Full formal name of Contractor)*	Old Republic Surety Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Christopher Kraemer *(Printed or typed)*	Name: Anthony Gross *(Printed or typed)*
Title: CEO	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Seth Farkas *(Printed or typed)*	Name: Seth Farkas *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

APPROVED AS TO FORM

_____ 20____

CITY ATTORNEY

EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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ACKNOWLEDGEMENT OF PRINCIPAL

State of North Dakota

County of Cass

On this 1st day of June, 2026 before me a Notary Public in and for the State of North Dakota personally appeared Christopher Kraemer know to me to be the CEO of the principal described in the within instrument and who executed the same and acknowledge to me that he/she executed the same for on behalf of the said principal.

SETH FARKAS
Notary Public
State of North Dakota
My Commission Expires March 28, 2028

NOTARY PUBLIC

(SEAL)

ACKNOWLEDGEMENT OF SURETY

State of North Dakota

County of Cass

On this 1st day of June, 2026 before me a Notary Public in and for the State of North Dakota, personally appeared Anthony Gross know to be the Attorney-In-Fact of the Surety described in the within instrument and who executed the same and acknowledge to me the he/she executed the same for on behalf of the said Surety.

SETH FARKAS
Notary Public
State of North Dakota
My Commission Expires March 28, 2028

NOTARY PUBLIC

(SEAL)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: GAIL T. HAYES, ANTHONY GROSS, SENADA RANGLALL, AMY GLANZER, BRENDA PARKER, JORDAN N. KVALE, PHOEBE L. KUNTZ, JUDY JORISSEN, TIFFANY MEDUNA, ZARED LEFOR, BENJAMIN BRUNN, COLTEN HEAGLE, SUSAN FISCHER LEBEAU, SETH FARKAS of FARGO, ND

its true and lawful Attorney(s)-In-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(Ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of April, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1681

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of April, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1681

Signed and sealed at the City of Brookfield, WI this 1st day of June, 2026.

Karen J. Haffner
Assistant Secretary

40-2710

ORSC 22262 (3-06)

JDKRAEM-01 RWATKINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Choice Insurance, a Vizance Company 4501 23rd Ave S Fargo, ND 58104	CONTACT NAME: Rhonda Watkins PHONE (A/C, No, Ext): (701) 356-8174 FAX (A/C, No): E-MAIL ADDRESS: r.watkins@insurewithchoice.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Western National Mutual Ins Co — 15377
INSURED JD Kraemer Enterprises, LLC PO Box 2303 Fargo, ND 58108	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	CPP 1134973	2/23/2026	2/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ND STOP GAP	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	CPP 1134635	2/23/2026	2/23/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	UMB 1053046	2/23/2026	2/23/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Project: Water Service Replacement Project 2026-03

Certificate holder is included as Additional Insured per forms CG2010(10-01) and CG2037(10-01) with waiver of subrogation as respects Commercial General Liability. Certificate holder is included as Additional Insured with Waiver of subrogation as respects Commercial Auto Liability when required by written agreement. Umbrella is follow form.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carl R. Kee

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NOTE: This Project is using SRF Loan Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included in your bid. This Project will comply with SRF requirements. In the event of a discrepancy between EJCDC contracting requirements and SRF contracting requirements, the SRF contracting requirements shall prevail.

APPROVED
By the Board of City Commissioners

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Fargo ("Owner") and **[Precision Dirtworks, LLC]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **WATER SERVICE REPLACEMENT PROJECT 2026-09.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Service Replacement Project 2026-09**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Houston Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

Project Start Date:

It is anticipated a notice to proceed will be issued between **June 23 and July 13, 2026**.

Substantial Completion Date: October 30, 2026

Substantial Completion shall consist of all work included in the contract and have roadway open to the public. See following provisions:

Final Completion Date: November 20, 2026

Final Completion shall include all remaining work items, punch list items, and cleanup.

Failure to meet completion dates will result in liquidated damages being applied per the contract based off the City of Fargo's current version of Liquidated Damages Schedule for Final Completion.

Additional Provisions for All Phases:

- The Contractor shall have 28 days from the start of service work to completion of permanent pavement patch per site.
- The Contractor shall have 1-day per site to complete the work and open the roadway to thru traffic utilizing temporary surface material.
- The Contractor will be allowed a 5-day closure for the installation of permanent pavement patch per identified site.
- Liquidated damages of $350 per day per site will be assessed to the Contractor for failure to complete the work within the timelines described in the Additional Provisions.

4.03 *Liquidated Damages*

A. Contractor and Owner agree that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount for each day that expires after the time (as duly adjusted pursuant to the Contract) as specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount as specified in Paragraph 4.02 above for each day that expires after such time until the Work is completed and ready for final payment. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

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The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on a monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Owner may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the Owner make payment to a contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.

2. The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0-90%	5%
91-100%	1-5%*
* Reduction of retainage is at the discretion of the Engineer based on the progress of the contract	

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

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6.05 *Interest*

A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. City of Fargo Standard Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference).
6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Water Service Replacement Project 2026-09.
7. City of Fargo Standard Specifications for Construction (not attached but incorporated by reference).
8. Addenda (numbers **[none]** to **[none]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [6/16/2026] (which is the Effective Date of the Contract).

Owner:	Contractor: Precision Dirtworks LLC
_____ *(typed or printed name of organization)*	*(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: 6-16-26 *(date signed)*
Name: _____ *(typed or printed)*	Name: Sean Koffler *(typed or printed)*
Title: _____ *(typed or printed)*	Title: Owner *(typed or printed)*
	*(If **[Precision Dirtworks, LLC]** is a corporation, a partnership, or a joint venture, attach evidence of*
Attest: _____ *(individual's signature)*	Attest: Rory Falstad *(individual's signature)*
Title: _____ *(typed or printed)*	Title: Witness *(typed or printed)*
Address for giving notices:	Address for giving notices: 1935 4th Ave NW West Fargo, ND 58078
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: Mitch Parker *(typed or printed)*
Title: _____ *(typed or printed)*	Title: CFO *(typed or printed)*
Address:	Address: 1935 4th Ave NW W-fgo, ND

APPROVED AS TO FORM

_____, 20_____

CITY ATTORNEY

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Phone:	Phone: 701-238-1753
Email:	Email: MParker@precisionpe.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[City of Fargo]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: 52976 *(where applicable)*
	State: ND Class A

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APPROVED
By the Board of City Commissioners

PERFORMANCE BOND

Bond#: 7495030

Contractor Name: Precision Dirtworks, LLC Address *(principal place of business)*: 1935 4th Ave NW West Fargo, ND 58078	**Surety** Name: Old Republic Surety Company Address *(principal place of business)*: 1415 28th St, Suite 420 West Des Moines, IA 50266
Owner Name: City of Fargo Mailing address *(principal place of business)*: 225 4th Street N. Fargo, ND 58102	**Contract** Description *(name and location)*: Water Service Replacement Project 2026-09 Fargo, ND Contract Price: $556,065.00 Effective Date of Contract: June 16, 2026

Bond

Bond Amount: $556,065.00

Date of Bond: June 16, 2026

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☑ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
Precision Dirtworks, LLC *(Full formal name of Contractor)*	Old Republic Surety Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Beau Koffler *(Printed or typed)*	Name: Anthony Gross *(Printed or typed)*
Title: Owner	Title: Attorney-in-Fact
Attest: Roxy Falstad *(Signature)*	Attest: _____ *(Signature)*
Name: Roxy Falstad *(Printed or typed)*	Name: Seth Farkas *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

APPROVED AS TO FORM

_____ 20___

CITY ATTORNEY

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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APPROVED
By the Board of City Commissioners

PAYMENT BOND

Bond#: 7495030

Contractor Name: Precision Dirtworks, LLC Address *(principal place of business)*: 1935 4th Ave NW West Fargo, ND 58078	**Surety** Name: Old Republic Surety Company Address *(principal place of business)*: 1415 28th St, Suite 420 West Des Moines, IA 50266
Owner Name: City of Fargo Mailing address *(principal place of business)*: 225 4th Street N. Fargo, ND 58102	**Contract** Description *(name and location)*: Water Service Replacement Project 2026-09 Fargo, ND Contract Price: $556,065.00 Effective Date of Contract: June 16, 2026

Bond

Bond Amount: $556,065.00

Date of Bond: June 16, 2026

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☑ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
Precision Dirtworks, LLC *(Full formal name of Contractor)*	Old Republic Surety Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Beau Kostka *(Printed or typed)*	Name: Anthony Gross *(Printed or typed)*
Title: Owner	Title: Attorney-in-Fact
Attest: Roxy Falstad *(Signature)*	Attest: _____ *(Signature)*
Name: Roxy Falstad *(Printed or typed)*	Name: Seth Farkas *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

APPROVED AS TO FORM

_____ 20____

_____
CITY ATTORNEY

EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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ACKNOWLEDGEMENT OF PRINCIPAL

State of ND

County of Cass

On this 16th day of June, 2026 before me a Notary Public in and for the State of ND personally appeared Beau Koffler know to me to be the Owner of the principal described in the within instrument and who executed the same and acknowledge to me that he/she executed the same for on behalf of the said principal.

ROXY FALSTAD
Notary Public
State of North Dakota
My Commission Expires Aug. 14, 2026

Roxy Falstad
NOTARY PUBLIC

(SEAL)

ACKNOWLEDGEMENT OF SURETY

State of North Dakota

County of Cass

On this 16th day of June, 2026 before me a Notary Public in and for the State of North Dakota, personally appeared Anthony Gross know to be the Attorney-In-Fact of the Surety described in the within instrument and who executed the same and acknowledge to me the he/she executed the same for on behalf of the said Surety.

SETH FARKAS
Notary Public
State of North Dakota
My Commission Expires March 28, 2028

NOTARY PUBLIC

(SEAL)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: GAIL T. HAYES, ANTHONY GROSS, SENADA RANGLALL, AMY GLANZER, BRENDA PARKER, JORDAN N. KVALE, PHOEBE L. KUNTZ, JUDY JORISSEN, TIFFANY MEDUNA, ZARED LEFOR, BENJAMIN BRUNN, COLTEN HEAGLE, SUSAN FISCHER LEBEAU, SETH FARKAS of FARGO, ND

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of April, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of April, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2710

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 16th day of June, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

PRECDIR-01 JMUIR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Choice Insurance, a Vizance Company 4501 23rd Ave S Fargo, ND 58104	CONTACT NAME: Satrom / Muir PHONE (A/C, No, Ext): (701) 356-9895 FAX (A/C, No): (701) 356-6461 E-MAIL ADDRESS: Insurance@insurewithchoice.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Middlesex Insurance Company — 23434
INSURED Precision Dirtworks LLC 1935 4th Ave NW West Fargo, ND 58078-1316	INSURER B : SFM Mutual Insurance Company — 11347
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Empl Liab - ND Stop GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X		A0295180005	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ND STOP GAP	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			A0295180001	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			A0295180007	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		131140.206	11/1/2025	11/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			A0295180003	11/1/2025	11/1/2026	Rented/Leased	150,000

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

City of Fargo is included as Additional Insured as respects General Liability when required by written contract.

CERTIFICATE HOLDER

City of Fargo
225 4th St N
Fargo, ND 58102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carl Kee

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The ACORD name and logo are registered marks of ACORD

REPORT OF ACTION

UTILITY COMMITTEE

Project: N/A Type: Effluent Reuse Facility Ownership Transfer-CRWUD & City of Fargo

Location: Water Reclamation Facility

Date of Hearing: 6-10-2026

Routing	Date
City Commission	6-22-2026
Project File	

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Bill of Sale for ownership transfer of the Effluent Reuse Facility (ERF) located in the Fargo/Regional Water Reclamation Facility campus. The ND Soybean Processors (NDSP) constructed a soybean processing facility near Casselton, ND and utilize water & wastewater services from the City of Fargo and Cass Rural Water Users District (CRWUD). An executed Memorandum of Understanding (MOU) involved a three-party agreement between the NDSP, CRWUD and the City of Fargo. In the MOU, the City agreed to sell treated wastewater to CRWUD, and CRWUD will sell treated wastewater to NDSP for use at its soybean processing plant. The parties each agreed to perform certain obligations, including the financing, construction, operation, and maintenance of the infrastructure necessary for delivery of treated wastewater and for the return of plant wastewater to and from the soybean processing plant. Improvements necessary to satisfy the request include construction of an additional Effluent Reuse Facility (ERF) and a transmission pipeline to deliver water from the Fargo ERF and wastewater return pipeline from NDSP. CRWUD provided financing for the infrastructure improvements, with the NDSP repaying the debt. Now that start-up is complete, the ERF infrastructure will now be transferred/owned by the City of Fargo. The City agreed to allow CRWUD to construct the membrane treatment plant and the pumping station on property owned by the City, through a ground lease for these construction activities. The District was responsible for insuring the membrane treatment plant and pumping station through the start-up period. Following the start-up period, CRWUD will transfer ownership of the membrane treatment plant and pumping station to the City in exchange for payment of Ten Dollars ($10.00). CRWUD will cooperate to enforce warranties and indemnities on behalf of the City. This ownership transfer will commence upon the effective date of the attached agreement.

On a motion by Troy Hall, seconded by Tom Knakmuhs, the Utility Committee voted to approve the Bill of Sale and ownership transfer of the Effluent Reuse Facility from Cass Rural Water Users District to the City of Fargo.

Recommended Motion

Concur with the Utility Committee recommendation to approve the Bill of Sale and ownership transfer of the Effluent Reuse Facility from Cass Rural Water Users District to the City of Fargo.

COMMITTEE:	Present	Yes	No	Unanimous X X Proxy
Denise Kolpack, City Commissioner				
Susan Thompson, Finance Director	X	X	Virtual	
Brian Ward, Water Plant Superintendent				
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, Temp. PT City Administrator	X	X		
Vacant, City Forester				
Scott Olson, Solid Waste Utility Director	X	X		
Jim Hausauer, Water Reclamation Utility Dir.	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X	Virtual	
Tom Knakmuhs, City Engineer	X	X		
Dan Portlock, Water Utility Engineer	X	X		
Brenda Derrig, Asst. City Administrator				

ATTEST:

Jim Hausauer
Water Reclamation Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Turnberg

THE CITY OF Fargo FAR MORE
WATER RECLAMATION
REGIONAL WATER RECLAMATION FACILITY
3400 North Broadway
Fargo, ND 58102
Phone: 701.241.1454 | Fax: 701.241.8159
FargoND.gov

Memorandum

June 10th, 2026

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director
RE: Effluent Reuse Facility-Ownership Transfer
Cass Rural Water Users District & City of Fargo

Background

The ND Soybean Processors (NDSP) have constructed a soybean processing facility near Casselton, ND and utilize water & wastewater services from the City of Fargo and Cass Rural Water Users District (CRWUD). An executed Memorandum of Understanding (MOU) involved a three-party agreement between the NDSP, CRWUD and the City of Fargo. In the MOU, the City agreed to sell treated wastewater to CRWUD, and CRWUD will sell treated wastewater to NDSP for use at its soybean processing plant. The parties each agreed to perform certain obligations, including the financing, construction, operation, and maintenance of the infrastructure necessary for delivery of treated wastewater and for the return of plant wastewater to and from the soybean processing plant. Improvements necessary to satisfy the request include construction of an additional Effluent Reuse Facility (ERF) and a transmission pipeline to deliver water from the Fargo ERF and wastewater return pipeline from NDSP. CRWUD provided financing for the infrastructure improvements, with the NDSP repaying the debt. Now that start-up is complete, the ERF infrastructure will now be transferred/owned by the City of Fargo.

Ownership Transfer

CRWUD agreed to construct the project, including a membrane treatment plant and a treated wastewater pump station. The City agreed to allow CRWUD to construct the membrane treatment plant and the pumping station on property owned by the City, through a ground lease for these construction activities. The District was responsible for insuring the membrane treatment plant and pumping station through the start-up period. Following the start-up period, CRWUD will transfer ownership of the membrane treatment plant and pumping station to the City in exchange for payment of Ten Dollars ($10.00). CRWUD will cooperate to enforce warranties and indemnities on behalf of the City. This ownership transfer will commence upon the effective date of the attached agreement.

Recommended Motion

Approve the attached Bill of Sale between Cass Rural Water User District and the City of Fargo for the purposes of ownership transfer of the Effluent Reuse Facility to the City of Fargo.

BILL OF SALE

THIS BILL OF SALE is made this _____ day of _____, 2026, by and between the Cass Rural Water Users District, a North Dakota political subdivision, whose post office address is 131 Maple Street, P.O. Box 98, Kindred, North Dakota 58051 (the "District"); and the City of Fargo, a North Dakota municipal corporation, whose post office address is 225 4th Street North, Fargo, North Dakota 58102 (the "City").

RECITALS

A. The District and the City entered into a Memorandum of Understanding, dated August 29, 2022 (the "MOU"), with North Dakota Soybean Processors, LLC ("NDSP"), for the construction and operation of infrastructure to supply treated wastewater to NDSP and to treat wastewater return flow from NDSP (the "Project").

B. Capitalized terms in this Bill of Sale that are not otherwise defined will have the meanings set forth in the MOU.

C. As part of the MOU, the District agreed to construct a Membrane Treatment Plant and Treated Wastewater Pumping Station (collectively, the "Effluent Reuse Facility") on real property owned by the City, and leased to the District through a Ground Lease dated October 31, 2022 (the "Ground Lease"), in the location identified in **Exhibit A**.

D. Following the completion of construction and Start-up, the parties agreed that the District would transfer ownership and insurance, operation, and maintenance responsibilities of the Effluent Reuse Facility to the City and that the Ground Lease would terminate.

E. The District and the City agree that construction and Start-up have reached successful completion and now desire to transfer ownership and insurance, operation, and maintenance responsibilities of the Effluent Reuse Facility to the City and to terminate the Ground Lease in accordance with the terms of the MOU.

In consideration of the mutual covenants contained in this Bill of Sale, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Start-up and Final Completion. The District remained responsible for all utility payments for the Effluent Reuse Facility through the effective date of Start-up and the six-month Start-up period; the parties agree successful Start-up occurred on October 22, 2024, and the successful six-month Start-up period was completed on April 22, 2026 (the "Start-up Completion Date"). Final completion of the Effluent Reuse Facility, including final inspection and acceptance, was on June 11, 2025. The parties agree Start-up was successfully completed under Section 3.1.1 of the MOU, allowing for the District's sale of the Effluent Reuse Facility to the City.

2. Purchase. The District hereby sells, and the City hereby purchases, the Effluent Reuse Facility constructed as a part of the Project and pursuant to the MOU. The District has delivered the Effluent Reuse Facility to the City, and the City hereby assumes ownership and insurance, operation, and maintenance responsibilities regarding the Effluent Reuse Facility. The District retains no on-going obligations with respect to the Effluent Reuse Facility aside from remitting remaining debt service payments pledged to obligations issued for construction of the Effluent Reuse Facility. The City was responsible for all utility payments regarding the Effluent Reuse Facility beginning on the Start-up Completion Date. The Effluent Reuse Facility is, as of the effective date of this Bill of Sale, not subject to any mortgages, liens, or encumbrances.

3. Assignment of Warranties. With the sale of the Effluent Reuse Facility to the City, the District hereby assigns any and all existing contractor or vendor warranties for the Effluent Reuse Facility, or any components thereof, to the City to the extent permissible under such contractor and vendor agreements. The District is not currently pursuing any rights or remedies against a contractor or vendor available to it under a respective agreement or under applicable law; in the event the City concludes pursuit of any rights or remedies is necessary, the District will provide reasonable assistance.

4. Purchase Price. The purchase price for the Effluent Reuse Facility is Ten and No/100 Dollars ($10.00), receipt of which is acknowledged by the District.

5. Ground Lease Termination. The parties agree that the Ground Lease is hereby terminated and that neither party owes any outstanding obligations to the other under the Ground Lease.

6. Acknowledgment. The District and the City acknowledge that they have the full authority and approval to execute this Bill of Sale.

7. MOU. The parties agree that this Bill of Sale satisfies the District's obligations set forth in Section 3.1.1 regarding the Effluent Reuse Facility and that the District has no remaining obligations to the City regarding the Effluent Reuse Facility under the MOU. The parties additionally agree and acknowledge that the MOU remains in full force and effect.

8. Severability. If any court of competent jurisdiction declares any provision or part of this Bill of Sale invalid or unenforceable, all remaining terms and provisions of this Bill of Sale will remain binding and enforceable. The parties, however, will reconvene good faith negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of the Bill of Sale with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

9. Headings. Headings in this Bill of Sale are for convenience only and will not be used to interpret or construe its provisions.

10. Interpretation. This Bill of Sale will be construed as if prepared by both parties.

11. Effective Date. This Bill of Sale will become effective on the date of execution by the last party to sign.

12. Governing Law. This Bill of Sale will be construed and enforced in accordance with North Dakota law. Any litigation arising out of this Bill of Sale will be venued in North Dakota State District Court in Cass County, North Dakota. The parties waive any objection to personal jurisdiction or venue, and neither party can or will assert the law of any other state, country, or jurisdiction to avoid liability or to challenge jurisdiction or venue.

(*Signatures appear on the following pages.*)

IN WITNESS WHEREOF, the Parties executed this Bill of Sale on the date written above.

CASS RURAL WATER USERS DISTRICT

Todd Ellison, President

ATTEST:

Barry Bowman, Secretary

Approved: 5-28, 2026

CITY OF FARGO

_____
Timothy J. Mahoney, Mayor

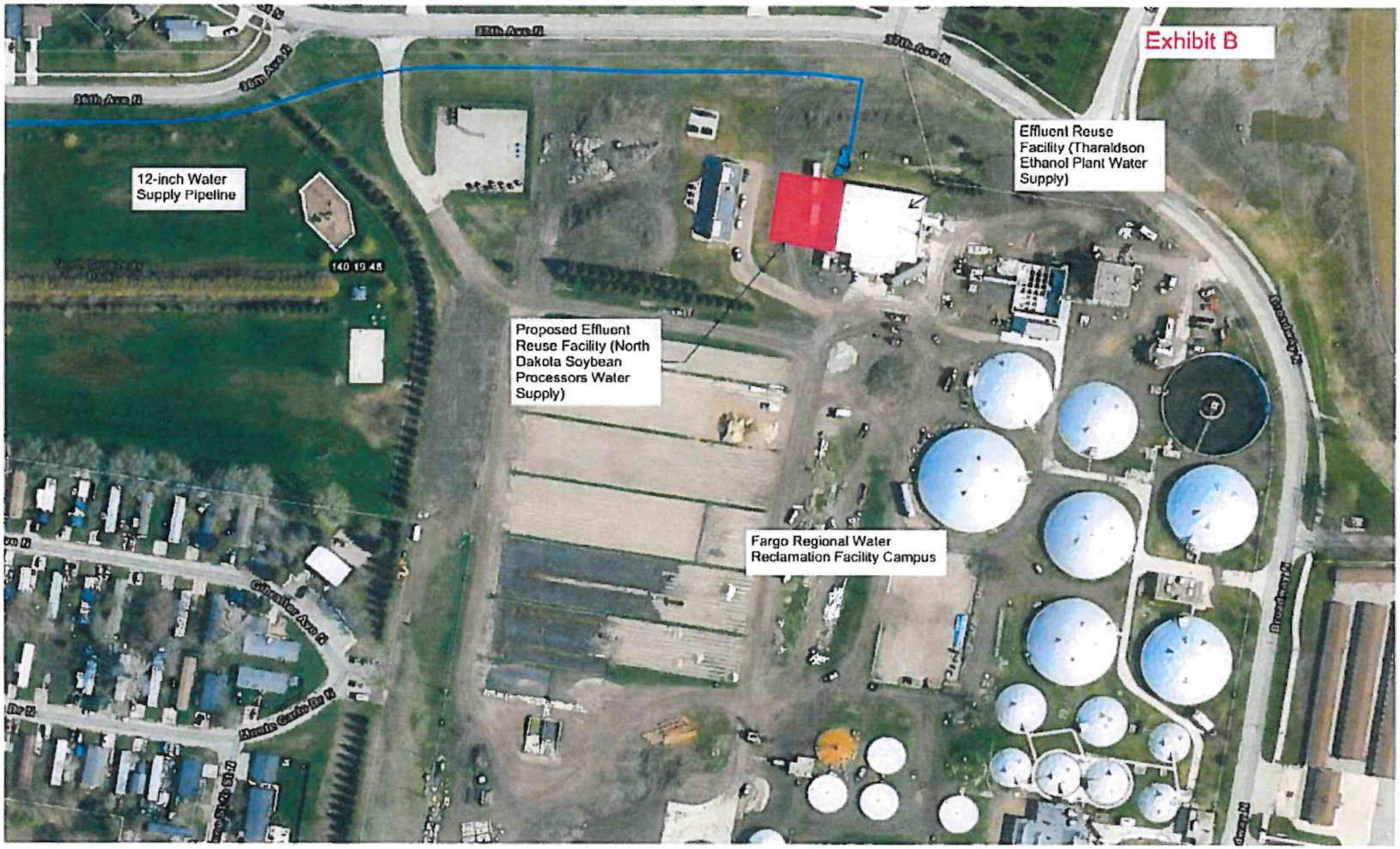
ATTEST:

_____
Susan Thompson, City Auditor

Approved: _____, 2026

Exhibit A

Map of Effluent Reuse Facility



MEMORANDUM

To: Chief Travis Stefonowicz

From: Sergeant Daniel Hulbert

Date: 05.28.2026

RE: Alcoholic Beverage License Application, Class "W", Polished Nail Spa

---

Application for a class "W" Alcoholic Beverage License from

Polished Nail Spa, Inc. d/b/a Polished Nail Spa, Located at 4265 45th Street South, #129.

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Huynh, Thomas (Owner)

Criminal History - A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us) showed no criminal, alcohol, or traffic violations.

Credit History - Thomas Huynh's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Halstenson, Megan (Owner/Manager)

Criminal History - A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us) showed the following:

2004 – Illegal Consumption of Alcohol, 1st Offense - Wahpeton, ND

Megan did not disclose this violation in her background packet. I spoke with Megan on 5/26/26. Megan said she forgot

Credit History - Megan Halstenson's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Investigation Notes

This application is for a class "W" alcoholic beverage license (Authorizes the licensee to sell "on-sale" wine and sparkling wine only) for Polished Nail Spa, Inc. d/b/a Polished Nail Spa.

Business Location

Polished Nail Spa is located at 4265 45th Street South, #129. Other businesses in the area with alcoholic beverage licenses are SouthTown PourHouse and The Bulldog Tap.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.

RECEIVED
FARGO POLICE DEPARTMENT
MAY 28 2026
NICK KJONAAS
LIEUTENANT
REF: Capt Moser

RECEIVED
Fargo Police Department
MAY 28 2026
Travis Moser
Captain
REF: Chief Stefonowicz

RECEIVED
FARGO POLICE DEPARTMENT
MAY 29 2026
TRAVIS STEFONOWICZ
ASSISTANT CHIEF OF POLICE
REF: Approve

22214

NEW APPLICATION for an Alcoholic Beverage License

Legal Company Name: POLISHED NAIL SPA INC
(Must match State of North Dakota registration name)

DBA Name: Polished Nail Spa

Is the establishment applying for (or has) a food license under the same name? Yes _____ No ✓

Business location address: 4265 45th St. S. #129 FARGO, ND 58104

Mailing address: _____

Business E-mail address: thomas_huynh@hotmail.com

Local Manager E-mail address: meganrenee03@hotmail.com zero

Best Contact Phone number: (701) 899-1464

Anticipated Date of Opening: 5/1/26

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: _____ Class of License: W 4

Investigations Fee Paid ($250) X Yes _____ No Date Paid: _____ Check/CC # 4061

Police Department review completed by: _____ Date: _____

(Attached recommendation report):

_____ Approval Recommendation _____ Denial Recommendation

_____ _____

Chief of Police Date

COPY

MEMORANDUM

To: Chief Travis Stefonowicz

From: Sergeant Daniel Hulbert

Date: 06.09.2026

RE: Alcoholic Beverage License Application, Class "Y", North Brewing

---

Application for a class "Y" Alcoholic Beverage License from

BCKM Enterprises d/b/a North Brewing, Located at 3105 North Broadway #7.

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Corr, Samuel (Owner)

Criminal History - A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us) showed the following:

2023 – Seatbelt Violation, ND
2023 – Speeding Violation, ND
Samuel disclosed two other speeding violations from MN, and a Minor from MN, but neither appeared in the background investigation.

Credit History - Samuel Corr's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Kolstad, Kenton (Owner)

Criminal History - A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us) showed the following:

2019 – Reckless Driving (Not alcohol related according to ND public records. Original charge is listed as Reckless Driving.)
2024 – Fail to Obey Parking Citation
2025 – Speeding Violation

Credit History - Kenton Kolstad's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Mineer, Patrick (Owner)

Criminal History - A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us) showed no criminal, alcohol, or traffic violations.

Credit History - Patrick Mineer's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Bosse, Alissa (Owner/Manager)

Criminal History - A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us) showed no criminal, alcohol, or traffic violations.

Alissa disclosed having speeding violations on her background packet, but none were discovered during the background investigation.

Credit History - Alissa Bosse's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Investigation Notes

This application is for a class "Y" alcoholic beverage license (Authorizes the licensee to manufacture, store, sell, transport, and export) for BCKM Enterprises d/b/a North Brewing.

Business Location

North Brewing is located at 3105 North Broadway #7. Other businesses in the area with alcoholic beverage licenses are Royal Liquors and Buffalo Wild Wings 19th Ave.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.

RECEIVED
FARGO POLICE DEPARTMENT
JUN 10 2026
NICK KJONAAS
LIEUTENANT
REF: Capt Moser

RECEIVED
Fargo Police Department
JUN 18 2026
Travis Moser
Captain
REF: Approved

22213

NEW APPLICATION for an Alcoholic Beverage License

Legal Company Name: BCKM Enterprises
(Must match State of North Dakota registration name)

DBA Name: North Brewing

Is the establishment applying for (or has) a food license under the same name? Yes X No _____

Business location address: 3105 N Broadway Dr, #7, Fargo, ND, 58102

Mailing address: 3105 N Broadway, #7, Fargo, ND, 58102

Business E-mail address: hello@northbrew.co

Local Manager E-mail address: sam@northbrew.co

Best Contact Phone number: (701) 491-0574

Anticipated Date of Opening: June 2026

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: _____ Class of License: Y-2

Investigations Fee Paid ($250) X Yes _____ No Date Paid: _____ Check/CC # 2004

Police Department review completed by: _____ Date: _____

(Attached recommendation report):

_____ Approval Recommendation _____ Denial Recommendation

_____ _____

Chief of Police Date

COPY

MEMORANDUM

To: Chief Travis Stefonowicz

From: Sergeant Daniel Hulbert DMH

Date: 05.25.2026

RE: Alcoholic Beverage License Application, Class "ABH", Fargo Courtyard

---

Application for a class "ABH" Alcoholic Beverage License from

Brandt Hospitality Group, Inc. d/b/a Fargo Courtyard, Located at 2249 55th Street South.

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Martodam, Steven (Owner/Manager)

Criminal History - A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us) showed the following:

- 2024: Speeding citation

Credit History - Steven Martodam's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Investigation Notes

This application is for a class "ABH" alcoholic beverage license (Authorizes the licensee to sell "on-sale" and "off-sale") for Brandt Hospitality Group, Inc. d/b/a Fargo Courtyard.

Business Location

Fargo Courtyard is located at 2249 55th Street South. Other businesses in the area with alcoholic beverage licenses are Plaza Azteca Mexican Restaurant Veterans, Sickies Garage Burgers & Brews, and the Tavern Grill.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.

RECEIVED
FARGO POLICE DEPARTMENT
MAY 28 2026
NICK KJONAAS
LIEUTENANT
REF: Capt Moser

RECEIVED
Fargo Police Department
MAY 28 2026
Travis Moser
Captain
REF: Chief Stefonowicz

RECEIVED
FARGO POLICE DEPARTMENT
MAY 29 2026
TRAVIS STEFONOWICZ
ASSISTANT CHIEF OF POLICE
REF: Approved

TRANSFER Application for an Alcoholic Beverage License

Legal Company Name: Brandt Hospitality Group, Inc.

(Must match State of North Dakota registration name)

DBA Name: Fargo Courtyard

License Transferred From: SMC Fargo JV, LLC

****Applicant must include letter from current license holder approving transfer of license****

Is the establishment applying for (or has) a food license under the same name? Yes ✓ No _____

Business location address: 2249 55th Street S Fargo, ND 58104

Mailing address: 2640 47th Street South Fargo, ND 58104

Business E-mail address: brian.necastro@brandthg.com

Local Manager E-mail address: emily.nielsen@brandthg.com

Best Contact Phone number: (701) 551 8913

Anticipated Date of Opening: 4/21/2026

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 4-15-26

Class of License: ABH - 13

Investigations Fee Paid ($250) ✓ Yes _____ No Date Paid: 4/15/26 Check/CC # 14094

Police Department review completed by: _____ Date: _____

(Attached recommendation report):

_____ Approval Recommendation _____ Denial Recommendation

_____ _____

Chief of Police Date

THE CITY OF Fargo
FAR MORE

INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth
Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Memorandum

DATE: June 22, 2026

TO: Mayor Mahoney and Board of City Commissioners

FROM: Shawn Ouradnik, Inspections Director

SUBJECT: Dangerous Building Public Hearing for 111-113 32 Ave N, Fargo, ND

The property owner of 111-113 32 Ave N, Fargo, ND, has failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, a hearing date is scheduled for 5:05 pm Monday, June 22, 2026

Article 21-0406 also allows court action if that is the course the commission chooses to take.

Article 21-0412 allows any person desiring to appeal the order issued by the board of city commissioners to do so in the district court.

The recommendation is to **designate this a dangerous building, direct the City Attorney to prepare findings of fact in this matter, and order its removal on August 21, 2026. Please direct the appropriate staff to secure the removal of this building should the owner fail to do so.**

THE CITY OF Fargo FAR MORE | INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Property Information and Timeline of Events

Property Information: Building is currently vacant and is uninhabitable due to condition and no utility service.

Location: 111-113 32 Ave N, Fargo, ND 58102

Owner: Bobbi Stephenson

Description: 1152 square foot wood framed bi-level duplex structure constructed in 1976

Description of Damage:

- No current water services
- Siding is missing on east side
- Junk is stored under deck and in rear yard
- 35 calls of service since 1/1/23
- This property is currently in foreclosure

TimeLine of Events:

03/31/2023: Complaint about vehicles

04/12/2023: Complaint about vehicles

04/12/2024: Complaint about vehicles

10/15/2025: Water terminated structure due to no payment

04/29/2026: Property Inspected because of complaints

04/29/2026: Structure posted as Dangerous Building, notices sent

04/30/2026: Property reposted as Dangerous Building

04/30/2026: Compliant bout vehicles

05/04/2026: Owner signed "Agreement For Nuisance Abetment and Special Assessment"

05/04/2026: Agreement For Nuisance Abetment and Special Assessment document recorded

05/06/2026: Interior of property inspected

05/06/2026: Power terminated by XCEL

05/06/2026: Property secured by Inspections Department

05/12/2026: Solid Waste removed garbage cans

05/12/2026: Owner and possible buyer access property

05/15/2024: Complaints about vehicles

05/18/2026: Complaints about junk

05/19/2026: Complaints about junk

06/08/2026: Junk removed from property in accordance with agreement from owner

06/08/2026: Request for public hearing approved at City Commission meeting.

06/11/2026: Notice of Dangerous Building Hearing – Order to Show Cause sent to owner and mortgage holder.

06/22/2026: Public Hearing held at City Commission meeting.

Additional Information: This property has been a nuisance dating back to March of 2023. The property ownership has been in dispute because of the owner's incarceration, bank foreclosure, and documents provided by a tenant showing possible rights to manage the property. The tenant was issuing leases, taking money, and taking water service from neighbors during this time. During this time frame the water the home was disconnected and the curb stop had to be filled with sand to keep them from turning it on without otherization. The court issued a Special Execution on January 24,206 directing the Sheriff to proceed with the foreclosure sale of the property. However, the most recent docket entry reflects that the Special Execution was "returned by Sheriff with no action taken" on February 24, 2026. The foreclosure case is also listed as closed. After speaking to the Sherriff's office about this matter they informed us that no sale was set up by the Bank so the property was not sold and went back to the court with no action taking place for this property.

THE CITY OF Fargo FAR MORE
INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Memorandum

DATE: June 8, 2026

TO: Mayor Mahoney and Board of City Commissioners

FROM: Shawn Ouradnik, Inspections Director

SUBJECT: Dangerous Building Notice and Order at 111-113 32 Ave N Fargo ND

The property owner of 111-113 32 Ave N Fargo ND, Bobbi Stephenson has failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-04, to set 5:05 pm Monday, June 22, 2026 as the time and date for the hearing regarding the dangerous building order for the structure at 111-113 32 Ave N Fargo ND.**

THE CITY OF Fargo FAR MORE
INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Notice of Dangerous Building Hearing – Order to Show Cause

Date: 06/11/2026

Location: 111-113 32 Ave N, Fargo, ND 58102
Property Owner: Bobbi Stephenson
Address of Property Owner: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF
MORTGAGE HOLDERS, LIENHOLDERS
ET CETERA AND LESSEES OF RECORD:
Discover Bank 502 W Market St Greenwood, DE 19950
International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102
Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037

Inspector: Bill Thompson
Date of Posting: 04/29/2026

Ordinance 21-0405 of the Fargo Municipal Code states:

The board of city commissioners shall:

A. Upon receipt of a report of the building inspector as provided for in _§_ 21-0404, subsection (F) give written notice to the owner, occupant, mortgagee, lessee and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass to appear before it on the date specified in the notice to show cause why the building or structure reported to be a "dangerous building: should not be repaired, vacated, or demolished in accordance with the statement of particulars set forth in the building inspector(s) notice provided for herein in _§_21-0404, subsection (E).

B. Hold a hearing and hear such testimony as the building inspector or the owner, occupant, mortgagee, lessee or any other person having an interest in said building as shown by the records of the register of deeds of the county of Cass shall offer relative to the "dangerous building."

A hearing regarding the dangerous building located at Address, Fargo, ND has been scheduled for, Monday, June 22, 2026 at 5:05PM. The hearing will take place in the City Commission Chambers, located at 225 4th Street N., Fargo, ND 58102.

Any interested person or party is encouraged to attend.

Dated on this 06/11/2026.

Shawn Ouradnik
Inspections Director

THE CITY OF Fargo FAR MORE
INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Notice of Dangerous Building Hearing – Order to Show Cause

Date: 06/10/2026

Location: 111-113 32 Ave N, Fargo, ND 58102
Property Owner: Bobbi Stephenson
Address of Property Owner: 1102 7TH ST N APT 1, Fargo, ND 58102

Inspector: Bill Thompson
Date of Posting: 04/29/2026

Ordinance 21-0405 of the Fargo Municipal Code states:

The board of city commissioners shall:

A. Upon receipt of a report of the building inspector as provided for in _§_ 21-0404, subsection (F) give written notice to the owner, occupant, mortgagee, lessee and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass to appear before it on the date specified in the notice to show cause why the building or structure reported to be a "dangerous building: should not be repaired, vacated, or demolished in accordance with the statement of particulars set forth in the building inspector(s) notice provided for herein in _§_21-0404, subsection (E).

B. Hold a hearing and hear such testimony as the building inspector or the owner, occupant, mortgagee, lessee or any other person having an interest in said building as shown by the records of the register of deeds of the county of Cass shall offer relative to the "dangerous building."

A hearing regarding the dangerous building located at Address, Fargo, ND has been scheduled for, Monday, June 22, 2026 at 5:05PM. The hearing will take place in the City Commission Chambers, located at 225 4th Street N., Fargo, ND 58102.

Any interested person or party is encouraged to attend.

Dated on this 06/10/2026.

Shawn Ouradnik
Inspections Director

THE CITY OF Fargo FAR MORE | INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

NOTICE OF DANGEROUS BUILDING

DATE: 4/29/2026

ADDRESS AND/OR LEGAL DESCRIPTION OF SUBJECT PROPERTY: 111-113 32 Ave N (Up and down duplex)

NAME OF PROPERTY OWNER: Bobbi Stephenson
ADDRESS OF PROPERTY OWNER: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF MORTGAGE HOLDERS, LIENHOLDERS ET CETERA AND LESSEES OF RECORD: Department of Human Services, Child Support Division 600 East Blvd Ave Bismarck, ND 58505, Discover Bank 502 W Market St Greenwood, DE 19950, International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102, Secretary of Housing and Urban Development 657 2 Ave N Fargo, ND 58102, State of North Dakota 600 East Blvd Ave Bismarck, ND 58503, Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037

NAME OF INSPECTOR: Bill Thompson

YOU ARE HEREBY GIVEN NOTICE OF THE FOLLOWING:

1. That this Notice is being given to you pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code, adopted by reference in Chapter 31 of the Fargo Municipal Code. **Failing to comply with this Notice may subject the owner and/or other persons to criminal charges and civil action, including but not limited to abatement of the nuisance.**

2. That the building with which this Notice is concerned is commonly known as 111-113 32 Ave N, and is located on that tract of land in the City of Fargo, more particularly described as follows: Vanradens 2nd Sub division, Lot 15, Block 2
(Hereinafter referred to as "the building")

3. That an inspection was made of the building on 4/29/26 by Bill Thompson, Building Inspector.

4. That the building inspector for the City of Fargo has found the building, 1976 wood framed bi-level duplex structure to be a Dangerous Building within the standards set forth in Article 21-04 of the Fargo Municipal Code relating to Dangerous Buildings, and Section

109 of the 2024 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code.

5. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with this notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the County of Cass. **It is unlawful to remove this notice until such notice is complied with.**

6. **That the owner of the building must demolish or repair the building within 30 (thirty) days from the date of this notice or obtain a permit to repair.** To obtain a permit, see 'Conditions Found Statement' below.

7. The exterior yard and sidewalk is required to be maintained.

8. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

9. The building is unsafe and constitutes a public nuisance pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code as adopted by Article 31-01 of the Fargo Municipal Code.

10. You are further given notice that unless the building is demolished or the conditions are cured within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code and the International Building Code, and the owner will be assessed such costs as are provided for therein.

11. **Order for vacation of building.** The undersigned building official has determined that the building or structure and premises must be vacated as required by Section 109.8 of the International Property Maintenance Code. Therefore, it is hereby ordered that the building or structure and premises shall be vacated immediately, and remain vacated, on this 29th day of April, 2026. **An inspector will continue to verify compliance.** Failure to abide by these orders and take corrective measures may result in civil and/or criminal action.

12. **Order to secure building.** The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance by the 6th day of May, 2026. Approval for entrance of the posted buildings, structures, or premises must be obtained by contacting the Inspections Department. **An inspector will continue to verify compliance.** Failure to keep the buildings, structures, or premises secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

13. **Application for Appeal.** Section 106 of the International Property Maintenance Code states that any person directly affected by a decision of the code official or a notice or order

issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 30 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed.

Dated this 29th day of April, 2026

CONDITIONS FOUND STATEMENT

On 4/29/26, Building Inspector Bill Thompson, was present at 111-113 32 Ave N to address a complaint inspection. The following violations were found:

- No current water services
- Siding is missing on east side
- Junk is stored under deck and in rear yard
- 35 calls of service since 1/1/23
- This property is currently in foreclosure

The following action must be taken:

- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.

_____

Bill Thompson
Building Inspector
wthompson@fargond.gov

_____

Shawn Ouradnik
Building Official
souradnik@fargond.gov

_____

Date Signed

AGREEMENT FOR NUISANCE ABATEMENT AND SPECIAL ASSESSMENT

This AGREEMENT is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102 ("City"), and **Bobbi Jo Stephenson**, whose address is 1102 7 St N Apt 1 Fargo ND, 58102 ("Property Owner"), and who is the record owner of the real property located at 111-113 32 Ave N Fargo, ND 58102 ("Subject Property").

RECITALS

1. City has determined that conditions existing on Subject Property constitute a nuisance under Fargo Municipal Code and the North Dakota Century Code; and

2. The Fargo Municipal Code authorizes the City to abate nuisances and to assess the costs of abatement against the property upon which the nuisance exists; and

3. Property Owner desires that the City perform the nuisance abatement rather than undertaking the abatement independently.

In consideration of the mutual promises herein, the parties agree as follows:

A. Property Owner acknowledges and agrees that the condition of Subject Property constitutes a public nuisance under Fargo Mun. Code Art. 13-09 and N.D. Cent. Code Ch. 42-01.

B. Property Owner hereby authorizes the City, its employees, agents, and contractors to enter upon Subject Property for the purpose of abating the nuisance, including but not limited to debris removal, exterior cleanup, and vegetation removal.

C. Property Owner acknowledges and agrees that all costs incurred by the City in performing the nuisance abatement will be assessed against the Subject Property as a special assessment pursuant to the Fargo Mun. Code § 13-0910. Property Owner understands and agrees that such assessment constitutes a lien against Subject Property and may be certified to the Cass County Auditor for collection in the same manner as other special assessments.

D. Property Owner acknowledges that Subject Property is currently subject to a pending foreclosure action (Case No. 09-2024-CV-03883). Property Owner further acknowledges that any special assessment imposed pursuant to this Agreement may survive foreclosure and remain a lien against Subject Property regardless of any transfer of title.

E. City's obligation under this Agreement is limited to the nuisance conditions identified at the time of abatement. City retains the right to pursue additional enforcement actions should future nuisance conditions arise.

F. This Agreement has been made and entered into under the laws of the State of North Dakota.

G. The effective date of this Agreement is the date of final signature by the undersigned entities.

(*Signature Pages to Follow*)

Dated this 4th day of May, 2026.

CITY OF FARGO

Shawn Ouradnik
Inspections Director

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 4th day of May, 2026, before me, a notary public in and for said county and state, personally appeared Shawn Ouradnik, to me known to be the Inspections Department Director of the city of Fargo, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

Miranda Wolf

Notary Public
Cass County, ND

(SEAL)

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2027

Dated this 7th day of May, 2026.

PROPERTY OWNER

Bobbi Jo Stephenson

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 11th day of May, 2026, before me, a notary public in and for said county and state, personally appeared Bobbi Jo Stephenson, to me known to be the PROPERTY OWNER, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

Miranda Wolf
Notary Public
Cass County, ND

(SEAL) MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2027

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8300 0070 9014 66

INTERNATIONAL FIDELITY INSURANCE COMPANY
111 RAYMOND BLVD
NEWARK NJ 07105

THE CITY OF Fargo FAR MORE

INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

NOTICE OF DANGEROUS BUILDING

DATE: 4/29/2026

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NAME OF PROPERTY OWNER: Bobbi Stephenson
ADDRESS OF PROPERTY OWNER: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF MORTGAGE HOLDERS, LIENHOLDERS ET CETERA AND LESSEES OF RECORD: Department of Human Services, Child Support Division 600 East Blvd Ave Bismarck, ND 58505, Discover Bank 502 W Market St Greenwood, DE 19950, International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102, Secretary of Housing and Urban Development 657 2 Ave N Fargo, ND 58102, State of North Dakota 600 East Blvd Ave 58503, Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037

NAME OF INSPECTOR: Bill Thompson

YOU ARE HEREBY GIVEN NOTICE OF THE FOLLOWING:

1. That this Notice is being given to you pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code, adopted by reference in Chapter 31 of the Fargo Municipal Code. **Failing to comply with this Notice may subject the owner and/or other persons to criminal charges and civil action, including but not limited to abatement of the nuisance.**

2. That the building with which this Notice is concerned is commonly known as 111-113 32 Ave N, and is located on that tract of land in the City of Fargo, more particularly described as follows: Vanradens 2nd Sub division, Lot 15, Block 2
(Hereinafter referred to as "the building")

3. That an inspection was made of the building on 4/29/26 by Bill Thompson, Building Inspector.

4. That the building inspector for the City of Fargo has found the building, 1976 wood framed bi-level duplex structure to be a Dangerous Building within the standards set forth in Article 21-04 of the Fargo Municipal Code relating to Dangerous Buildings, and Section

109 of the 2024 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code.

5. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with this notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the County of Cass. **It is unlawful to remove this notice until such notice is complied with.**

6. **That the owner of the building must demolish or repair the building within 30 (thirty) days from the date of this notice or obtain a permit to repair.** To obtain a permit, see 'Conditions Found Statement' below.

7. The exterior yard and sidewalk is required to be maintained.

8. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

9. The building is unsafe and constitutes a public nuisance pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code as adopted by Article 31-01 of the Fargo Municipal Code.

10. You are further given notice that unless the building is demolished or the conditions are cured within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code and the International Building Code, and the owner will be assessed such costs as are provided for therein.

11. **Order for vacation of building.** The undersigned building official has determined that the building or structure and premises must be vacated as required by Section 109.8 of the International Property Maintenance Code. Therefore, it is hereby ordered that the building or structure and premises shall be vacated immediately, and remain vacated, on this 29th day of April, 2026. **An inspector will continue to verify compliance.** Failure to abide by these orders and take corrective measures may result in civil and/or criminal action.

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Dated this 29th day of April, 2026

CONDITIONS FOUND STATEMENT

On 4/29/26, Building Inspector Bill Thompson, was present at 111-113 32 Ave N to address a complaint inspection. The following violations were found:

- No current water services
- Siding is missing on east side
- Junk is stored under deck and in rear yard
- 35 calls of service since 1/1/23
- This property is currently in foreclosure

The following action must be taken:

- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.

Bill Thompson
Building Inspector
wthompson@fargond.gov

Shawn Ouradnik
Building Official
souradnik@fargond.gov

4/29/26
Date Signed

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 04/29/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP+4® 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	1
Total	1

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0070 3780 77

UNITED STATES POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery (COD)
- ☐ Insured Mail
- ☐ Priority Mail
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	9214 8901 9403 8300 0070 9014 66	INTERNATIONAL FIDELITY INSURANCE COMPANY 111 RAYMOND BLVD NEWARK NJ 07105	0.74	5.30								2.82			

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per *(Name of receiving employee)*
1		

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy.*

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Address (Number, street, suite no., city, state, and ZIP Code™)
225 4th St N
Fargo ND 58102

Mailer Identification (MID*) *MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with 0-8 or a nine-digit MID beginning with 9.

ELECTRONIC FILE

The electronic file submitted by the company shown above has been certified by the National Customer Support Center (NCSC) to be complete and accurate in both content and transmission and to meet the requirements as defined in Publication 199, *Intelligent Mail Package Barcode (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers.*

Authorized NCSC Signature

Date Signed

BARCODED LABELS

The barcoded labels printed and submitted by the company shown above have been certified by the NCSC to meet the standards and specifications as prescribed in Publication 199 and the appropriate ANSI or AIM published standards.

Authorized NCSC Signature

Date Signed

INSTRUCTIONS FOR MAILER

Keep the original of this form in a safe place and provide a copy to your local USPS® facility if requested. Shipments included in Service Performance Measurement should submit a PS Form 3152 with each mailing. In the space below, place a GS1-128 barcode representing the Electronic File Number from the Header Record. If you cannot print the barcode, fill in the sequence numbers and check digit (the digits that follow the MID) from your Electronic File Number. This information is in the Header Record of the electronic file.

IMpb barcodes are required for all tracking numbers effective 1/27/2013. Valid Application Identifiers (AI): IMpb barcode AI **"92"** uses a 9-digit Mailer ID for commercial permit payment mailers. IMpb barcode **"93"** uses a 6-digit Mailer ID for commercial permit payment mailer. IMpb barcode **"94"** is used for online and meter mailers. Legacy barcode AI **"91"** will continue to be accepted for a limited time with an approved exception or waiver.

Place the barcode here or write the serial number and check digit of the electronic file in the spaces provided.



9275090119356200007037807 7

Confirmation Services Electronic File Number

**92/93	750	901193562	00007037807	7
AI	STC	Mailer ID	Serial Number	Check Digit

94					
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

**91 can be used if approved for exception.

INSTRUCTIONS FOR ACCEPTANCE EMPLOYEE

If mailings are presented under an authorized manifest mailing system, verify payment of postage and fees, where applicable, using standard sampling procedures for pieces with special services. In addition, check the barcode formatting for the following:

1. Horizontal bars above and below the barcode.
2. Human-readable numbers below the barcode.
3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
4. For Electronic Verification System, (eVS) or "e-VS" should be included either before or after the service banner text. For example: "eVS USPS TRACKING", "USPS TRACKING eVS", "e-VS USPS USPS TRACKING", and "USPS TRACKING e-VS."

Date and Time of Verification

Date and Time of Mailing *(if different from date of verification)*

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8300 0070 9027 77

DISCOVER BANK
502 W MARKET ST
GREENWOOD DE 19950

THE CITY OF Fargo FAR MORE

INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

NOTICE OF DANGEROUS BUILDING

DATE: 4/29/2026

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Dated this 29th day of April, 2026

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- Demolish the structure within the deadline provided in this notice.

Bill Thompson
Building Inspector
wthompson@fargond.gov

Shawn Ouradnik
Building Official
souradnik@fargond.gov

4/29/26
Date Signed

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 04/29/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP+4® 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	1
Total	1

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0070 3784 73

UNITED STATES POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery (COD)
- ☐ Insured Mail
- ☐ Priority Mail
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	9214 8901 9403 8300 0070 9027 77	DISCOVER BANK 502 W MARKET ST GREENWOOD DE 19950	0.74	5.30								2.82			

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per *(Name of receiving employee)*
1		

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy.*

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Mailer Identification (MID*) *MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with 0-8 or a nine-digit MID beginning with 9.

Address (Number, street, suite no., city, state, and ZIP Code™)
225 4th St N
Fargo ND 58102

ELECTRONIC FILE

The electronic file submitted by the company shown above has been certified by the National Customer Support Center (NCSC) to be complete and accurate in both content and transmission and to meet the requirements as defined in Publication 199, *Intelligent Mail Package Barcode (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers.*

Authorized NCSC Signature

Date Signed

BARCODED LABELS

The barcoded labels printed and submitted by the company shown above have been certified by the NCSC to meet the standards and specifications as prescribed in Publication 199 and the appropriate ANSI or AIM published standards.

Authorized NCSC Signature

Date Signed

INSTRUCTIONS FOR MAILER

Keep the original of this form in a safe place and provide a copy to your local USPS® facility if requested. Shipments included in Service Performance Measurement should submit a PS Form 3152 with each mailing. In the space below, place a GS1-128 barcode representing the Electronic File Number from the Header Record. If you cannot print the barcode, fill in the sequence numbers and check digit (the digits that follow the MID) from your Electronic File Number. This information is in the Header Record of the electronic file.

IMpb barcodes are required for all tracking numbers effective 1/27/2013. Valid Application Identifiers (AI): IMpb barcode AI **"92"** uses a 9-digit Mailer ID for commercial permit payment mailers. IMpb barcode **"93"** uses a 6-digit Mailer ID for commercial permit payment mailers. IMpb barcode **"94"** is used for online and meter mailers. Legacy barcode AI **"91"** will continue to be accepted for a limited time with an approved exception or waiver.

Place the barcode here or write the serial number and check digit of the electronic file in the spaces provided.



9275090119356200007037847 3

Confirmation Services Electronic File Number

**92/93	750	901193562	00007037847	3
AI	STC	Mailer ID	Serial Number	Check Digit
94				
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

**91 can be used if approved for exception.

INSTRUCTIONS FOR ACCEPTANCE EMPLOYEE

If mailings are presented under an authorized manifest mailing system, verify payment of postage and fees, where applicable, using standard sampling procedures for pieces with special services. In addition, check the barcode formatting for the following:

1. Horizontal bars above and below the barcode.
2. Human-readable numbers below the barcode.
3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
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Date and Time of Verification

Date and Time of Mailing *(if different from date of verification)*

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8370 8701 13

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
657 2ND AVE N
FARGO ND 58102-4727

THE CITY OF Fargo FAR MORE

INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

NOTICE OF DANGEROUS BUILDING

DATE: 4/29/2026

ADDRESS AND/OR LEGAL DESCRIPTION OF SUBJECT PROPERTY: 111-113 32 Ave N (Up and down duplex)

NAME OF PROPERTY OWNER: Bobbi Stephenson
ADDRESS OF PROPERTY OWNER: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF MORTGAGE HOLDERS, LIENHOLDERS ET CETERA AND LESSEES OF RECORD: Department of Human Services, Child Support Division 600 East Blvd Ave Bismarck, ND 58505, Discover Bank 502 W Market St Greenwood, DE 19950, International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102, Secretary of Housing and Urban Development 657 2 Ave N Fargo, ND 58102, State of North Dakota 600 East Blvd Ave 58503, Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037

NAME OF INSPECTOR: Bill Thompson

YOU ARE HEREBY GIVEN NOTICE OF THE FOLLOWING:

1. That this Notice is being given to you pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code, adopted by reference in Chapter 31 of the Fargo Municipal Code. **Failing to comply with this Notice may subject the owner and/or other persons to criminal charges and civil action, including but not limited to abatement of the nuisance.**

2. That the building with which this Notice is concerned is commonly known as 111-113 32 Ave N, and is located on that tract of land in the City of Fargo, more particularly described as follows: Vanradens 2nd Sub division, Lot 15, Block 2
(Hereinafter referred to as "the building")

3. That an inspection was made of the building on 4/29/26 by Bill Thompson, Building Inspector.

4. That the building inspector for the City of Fargo has found the building, 1976 wood framed bi-level duplex structure to be a Dangerous Building within the standards set forth in Article 21-04 of the Fargo Municipal Code relating to Dangerous Buildings, and Section

109 of the 2024 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code.

5. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with this notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the County of Cass. **It is unlawful to remove this notice until such notice is complied with.**

6. **That the owner of the building must demolish or repair the building within 30 (thirty) days from the date of this notice or obtain a permit to repair.** To obtain a permit, see 'Conditions Found Statement' below.

7. The exterior yard and sidewalk is required to be maintained.

8. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

9. The building is unsafe and constitutes a public nuisance pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code as adopted by Article 31-01 of the Fargo Municipal Code.

10. You are further given notice that unless the building is demolished or the conditions are cured within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code and the International Building Code, and the owner will be assessed such costs as are provided for therein.

11. **Order for vacation of building.** The undersigned building official has determined that the building or structure and premises must be vacated as required by Section 109.8 of the International Property Maintenance Code. Therefore, it is hereby ordered that the building or structure and premises shall be vacated immediately, and remain vacated, on this 29th day of April, 2026. **An inspector will continue to verify compliance.** Failure to abide by these orders and take corrective measures may result in civil and/or criminal action.

12. **Order to secure building.** The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance by the 6th day of May, 2026. Approval for entrance of the posted buildings, structures, or premises must be obtained by contacting the Inspections Department. **An inspector will continue to verify compliance.** Failure to keep the buildings, structures, or premises secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

13. **Application for Appeal.** Section 106 of the International Property Maintenance Code states that any person directly affected by a decision of the code official or a notice or order

issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 30 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed.

Dated this 29th day of April, 2026

CONDITIONS FOUND STATEMENT

On 4/29/26, Building Inspector Bill Thompson, was present at 111-113 32 Ave N to address a complaint inspection. The following violations were found:

- No current water services
- Siding is missing on east side
- Junk is stored under deck and in rear yard
- 35 calls of service since 1/1/23
- This property is currently in foreclosure

The following action must be taken:

- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.

Bill Thompson
Building Inspector
wthompson@fargond.gov

Shawn Ouradnik
Building Official
souradnik@fargond.gov

4/29/26
Date Signed

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 04/29/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP+4® 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	1
Total	1

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0070 3713 20

UNITED STATES POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery (COD)
- ☐ Insured Mail
- ☐ Priority Mail
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	9214 8901 9403 8370 8701 13	SECRETARY OF HOUSING AND URBAN DEVELOPMENT 657 2ND AVE N FARGO ND 58102-4727	0.74	5.30								2.82			

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per *(Name of receiving employee)*
1		

PS Form **3877**, January 2017 (Page 1 of 1) **Complete in Ink** **Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy.***

PSN 7530-02-000-9098 JobId: 6787680

406

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Mailer Identification (MID*) *MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with 0-8 or a nine-digit MID beginning with 9.

Address (Number, street, suite no., city, state, and ZIP Code™)
225 4th St N
Fargo ND 58102

ELECTRONIC FILE

The electronic file submitted by the company shown above has been certified by the National Customer Support Center (NCSC) to be complete and accurate in both content and transmission and to meet the requirements as defined in Publication 199, *Intelligent Mail Package Barcode (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers.*

Authorized NCSC Signature

Date Signed

BARCODED LABELS

The barcoded labels printed and submitted by the company shown above have been certified by the NCSC to meet the standards and specifications as prescribed in Publication 199 and the appropriate ANSI or AIM published standards.

Authorized NCSC Signature

Date Signed

INSTRUCTIONS FOR MAILER

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IMpb barcodes are required for all tracking numbers effective 1/27/2013. Valid Application Identifiers (AI): IMpb barcode AI **"92"** uses a 9-digit Mailer ID for commercial permit payment mailers. IMpb barcode **"93"** uses a 6-digit Mailer ID for commercial permit payment mailer. IMpb barcode **"94"** is used for online and meter mailers. Legacy barcode AI **"91"** will continue to be accepted for a limited time with an approved exception or waiver.

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92750901193562000070371320

Confirmation Services Electronic File Number

**92/93	750	901193562	00007037132	0
AI	STC	Mailer ID	Serial Number	Check Digit

94					
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

**91 can be used if approved for exception.

INSTRUCTIONS FOR ACCEPTANCE EMPLOYEE

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1. Horizontal bars above and below the barcode.
2. Human-readable numbers below the barcode.
3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
4. For Electronic Verification System, (eVS) or "e-VS" should be included either before or after the service banner text. For example: "eVS USPS TRACKING", "USPS TRACKING eVS", "e-VS USPS USPS TRACKING", and "USPS TRACKING e-VS."

Date and Time of Verification

Date and Time of Mailing *(if different from date of verification)*

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8370 8742 65

BOBBI STEPHENSON
1102 7TH ST N
APT 1
FARGO ND 58102-2777

THE CITY OF Fargo FAR MORE

INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

NOTICE OF DANGEROUS BUILDING

DATE: 4/29/2026

ADDRESS AND/OR LEGAL DESCRIPTION OF SUBJECT PROPERTY: 111-113 32 Ave N (Up and down duplex)

NAME OF PROPERTY OWNER: Bobbi Stephenson
ADDRESS OF PROPERTY OWNER: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF MORTGAGE HOLDERS, LIENHOLDERS ET CETERA AND LESSEES OF RECORD: **Department of Human Services, Child Support Division 600 East Blvd Ave Bismarck, ND 58505, Discover Bank 502 W Market St Greenwood, DE 19950, International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102, Secretary of Housing and Urban Development 657 2 Ave N Fargo, ND 58102, State of North Dakota 600 East Blvd Ave 58503, Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037**

NAME OF INSPECTOR: Bill Thompson

YOU ARE HEREBY GIVEN NOTICE OF THE FOLLOWING:

1. That this Notice is being given to you pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code, adopted by reference in Chapter 31 of the Fargo Municipal Code. **Failing to comply with this Notice may subject the owner and/or other persons to criminal charges and civil action, including but not limited to abatement of the nuisance.**

2. That the building with which this Notice is concerned is commonly known as 111-113 32 Ave N, and is located on that tract of land in the City of Fargo, more particularly described as follows: Vanradens 2nd Sub division, Lot 15, Block 2
(Hereinafter referred to as "the building")

3. That an inspection was made of the building on 4/29/26 by Bill Thompson, Building Inspector.

4. That the building inspector for the City of Fargo has found the building, 1976 wood framed bi-level duplex structure to be a Dangerous Building within the standards set forth in Article 21-04 of the Fargo Municipal Code relating to Dangerous Buildings, and Section

109 of the 2024 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code.

5. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with this notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the County of Cass. **It is unlawful to remove this notice until such notice is complied with.**

6. **That the owner of the building must demolish or repair the building within 30 (thirty) days from the date of this notice or obtain a permit to repair.** To obtain a permit, see 'Conditions Found Statement' below.

7. The exterior yard and sidewalk is required to be maintained.

8. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

9. The building is unsafe and constitutes a public nuisance pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code as adopted by Article 31-01 of the Fargo Municipal Code.

10. You are further given notice that unless the building is demolished or the conditions are cured within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code and the International Building Code, and the owner will be assessed such costs as are provided for therein.

11. **Order for vacation of building.** The undersigned building official has determined that the building or structure and premises must be vacated as required by Section 109.8 of the International Property Maintenance Code. Therefore, it is hereby ordered that the building or structure and premises shall be vacated immediately, and remain vacated, on this 29th day of April, 2026. **An inspector will continue to verify compliance.** Failure to abide by these orders and take corrective measures may result in civil and/or criminal action.

12. **Order to secure building.** The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance by the 6th day of May, 2026. Approval for entrance of the posted buildings, structures, or premises must be obtained by contacting the Inspections Department. **An inspector will continue to verify compliance.** Failure to keep the buildings, structures, or premises secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

13. **Application for Appeal.** Section 106 of the International Property Maintenance Code states that any person directly affected by a decision of the code official or a notice or order

issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 30 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed.

Dated this 29th day of April, 2026

CONDITIONS FOUND STATEMENT

On 4/29/26, Building Inspector Bill Thompson, was present at 111-113 32 Ave N to address a complaint inspection. The following violations were found:

- No current water services
- Siding is missing on east side
- Junk is stored under deck and in rear yard
- 35 calls of service since 1/1/23
- This property is currently in foreclosure

The following action must be taken:

- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.

Bill Thompson
Building Inspector
wthompson@fargond.gov

Shawn Ouradnik
Building Official
souradnik@fargond.gov

4/29/26
Date Signed

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 04/29/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP+4® 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	1
Total	1

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0070 3719 79

UNITED STATES POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery (COD)
- ☐ Insured Mail
- ☐ Priority Mail
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	9214 8901 9403 8370 8742 65	BOBBI STEPHENSON 1102 7TH ST N APT 1 FARGO ND 58102-2777	0.74	5.30								2.82			

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per *(Name of receiving employee)*
1		

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy.*

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Mailer Identification (MID*) *MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with 0-8 or a nine-digit MID beginning with 9.

Address (Number, street, suite no., city, state, and ZIP Code™)
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Fargo ND 58102

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Authorized NCSC Signature

Date Signed

BARCODED LABELS

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Date Signed

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9275090119356200007037197 9

Confirmation Services Electronic File Number

**92/93	750	901193562	00007037197	9
AI	STC	Mailer ID	Serial Number	Check Digit
94				
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

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3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
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Date and Time of Verification

Date and Time of Mailing *(if different from date of verification)*

For information regarding our Privacy Policy, visit *usps.com.*

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8370 8747 84

FREEDOM MORTGAGE COMPANY
11988 EXIT 5 PKWY
FISHERS IN 46037-7939

THE CITY OF Fargo FAR MORE

INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

NOTICE OF DANGEROUS BUILDING

DATE: 4/29/2026

ADDRESS AND/OR LEGAL DESCRIPTION OF SUBJECT PROPERTY: 111-113 32 Ave N (Up and down duplex)

NAME OF PROPERTY OWNER: Bobbi Stephenson
ADDRESS OF PROPERTY OWNER: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF MORTGAGE HOLDERS, LIENHOLDERS ET CETERA AND LESSEES OF RECORD: **Department of Human Services, Child Support Division 600 East Blvd Ave Bismarck, ND 58505, Discover Bank 502 W Market St Greenwood, DE 19950, International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102, Secretary of Housing and Urban Development 657 2 Ave N Fargo, ND 58102, State of North Dakota 600 East Blvd Ave 58503, Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037**

NAME OF INSPECTOR: Bill Thompson

YOU ARE HEREBY GIVEN NOTICE OF THE FOLLOWING:

1. That this Notice is being given to you pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code, adopted by reference in Chapter 31 of the Fargo Municipal Code. **Failing to comply with this Notice may subject the owner and/or other persons to criminal charges and civil action, including but not limited to abatement of the nuisance.**

2. That the building with which this Notice is concerned is commonly known as 111-113 32 Ave N, and is located on that tract of land in the City of Fargo, more particularly described as follows: Vanradens 2nd Sub division, Lot 15, Block 2
(Hereinafter referred to as "the building")

3. That an inspection was made of the building on 4/29/26 by Bill Thompson, Building Inspector.

4. That the building inspector for the City of Fargo has found the building, 1976 wood framed bi-level duplex structure to be a Dangerous Building within the standards set forth in Article 21-04 of the Fargo Municipal Code relating to Dangerous Buildings, and Section

109 of the 2024 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code.

5. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with this notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the County of Cass. **It is unlawful to remove this notice until such notice is complied with.**

6. **That the owner of the building must demolish or repair the building within 30 (thirty) days from the date of this notice or obtain a permit to repair.** To obtain a permit, see 'Conditions Found Statement' below.

7. The exterior yard and sidewalk is required to be maintained.

8. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

9. The building is unsafe and constitutes a public nuisance pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code as adopted by Article 31-01 of the Fargo Municipal Code.

10. You are further given notice that unless the building is demolished or the conditions are cured within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code and the International Building Code, and the owner will be assessed such costs as are provided for therein.

11. **Order for vacation of building.** The undersigned building official has determined that the building or structure and premises must be vacated as required by Section 109.8 of the International Property Maintenance Code. Therefore, it is hereby ordered that the building or structure and premises shall be vacated immediately, and remain vacated, on this 29th day of April, 2026. **An inspector will continue to verify compliance.** Failure to abide by these orders and take corrective measures may result in civil and/or criminal action.

12. **Order to secure building.** The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance by the 6th day of May, 2026. Approval for entrance of the posted buildings, structures, or premises must be obtained by contacting the Inspections Department. **An inspector will continue to verify compliance.** Failure to keep the buildings, structures, or premises secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

13. **Application for Appeal.** Section 106 of the International Property Maintenance Code states that any person directly affected by a decision of the code official or a notice or order

issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 30 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed.

Dated this 29th day of April, 2026

CONDITIONS FOUND STATEMENT

On 4/29/26, Building Inspector Bill Thompson, was present at 111-113 32 Ave N to address a complaint inspection. The following violations were found:

- No current water services
- Siding is missing on east side
- Junk is stored under deck and in rear yard
- 35 calls of service since 1/1/23
- This property is currently in foreclosure

The following action must be taken:

- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.

Bill Thompson
Building Inspector
wthompson@fargond.gov

Shawn Ouradnik
Building Official
souradnik@fargond.gov

4/29/26
Date Signed

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 04/29/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP+4® 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	1
Total	1

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE



9275 0901 1935 6200 0070 3722 42

UNITED STATES POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery (COD)
- ☐ Insured Mail
- ☐ Priority Mail
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	9214 8901 9403 8370 8747 84	FREEDOM MORTGAGE COMPANY 11988 EXIT 5 PKWY FISHERS IN 46037-7939	0.74	5.30								2.82			

Signature Confirmation Restricted Delivery
Signature Confirmation
Special Handling

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per *(Name of receiving employee)*
1		

PS Form **3877**, January 2017 (Page 1 of 1) **Complete in Ink**

Privacy Notice: For more information on USPS privacy policies, visit ***usps.com/privacypolicy.***

PSN 7530-02-000-9098 JobId 6787769

420

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Mailer Identification (MID*) *MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with 0-8 or a nine-digit MID beginning with 9.

Address (Number, street, suite no., city, state, and ZIP Code™)
225 4th St N
Fargo ND 58102

ELECTRONIC FILE

The electronic file submitted by the company shown above has been certified by the National Customer Support Center (NCSC) to be complete and accurate in both content and transmission and to meet the requirements as defined in Publication 199, *Intelligent Mail Package Barcode (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers.*

Authorized NCSC Signature

Date Signed

BARCODED LABELS

The barcoded labels printed and submitted by the company shown above have been certified by the NCSC to meet the standards and specifications as prescribed in Publication 199 and the appropriate ANSI or AIM published standards.

Authorized NCSC Signature

Date Signed

INSTRUCTIONS FOR MAILER

Keep the original of this form in a safe place and provide a copy to your local USPS® facility if requested. Shipments included in Service Performance Measurement should submit a PS Form 3152 with each mailing. In the space below, place a GS1-128 barcode representing the Electronic File Number from the Header Record. If you cannot print the barcode, fill in the sequence numbers and check digit (the digits that follow the MID) from your Electronic File Number. This information is in the Header Record of the electronic file.

IMpb barcodes are required for all tracking numbers effective 1/27/2013. Valid Application Identifiers (AI): IMpb barcode AI **"92"** uses a 9-digit Mailer ID for commercial permit payment mailers. IMpb barcode **"93"** uses a 6-digit Mailer ID for commercial permit payment mailer. IMpb barcode **"94"** is used for online and meter mailers. Legacy barcode AI **"91"** will continue to be accepted for a limited time with an approved exception or waiver.

Place the barcode here or write the serial number and check digit of the electronic file in the spaces provided.



9275090119356200007037224 2

Confirmation Services Electronic File Number

**92/93	750	901193562		00007037224	2
AI	STC	Mailer ID		Serial Number	Check Digit
94					
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

**91 can be used if approved for exception.

INSTRUCTIONS FOR ACCEPTANCE EMPLOYEE

If mailings are presented under an authorized manifest mailing system, verify payment of postage and fees, where applicable, using standard sampling procedures for pieces with special services. In addition, check the barcode formatting for the following:

1. Horizontal bars above and below the barcode.
2. Human-readable numbers below the barcode.
3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
4. For Electronic Verification System, (eVS) or "e-VS" should be included either before or after the service banner text. For example: "eVS USPS TRACKING", "USPS TRACKING eVS", "e-VS USPS USPS TRACKING", and "USPS TRACKING e-VS."

Date and Time of Verification

Date and Time of Mailing *(if different from date of verification)*

PS Form **3152**, July 2013

For information regarding our Privacy Policy, visit *usps.com*.

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8370 8989 33

STATE OF NORTH DAKOTA
600 E BOULEVARD AVE
BISMARCK ND 58505-0601

THE CITY OF Fargo FAR MORE ★ INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

NOTICE OF DANGEROUS BUILDING

DATE: 4/29/2026

ADDRESS AND/OR LEGAL DESCRIPTION OF SUBJECT PROPERTY: 111-113 32 Ave N (Up and down duplex)

NAME OF PROPERTY OWNER: Bobbi Stephenson
ADDRESS OF PROPERTY OWNER: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF MORTGAGE HOLDERS, LIENHOLDERS ET CETERA AND LESSEES OF RECORD: **Department of Human Services, Child Support Division 600 East Blvd Ave Bismarck, ND 58505, Discover Bank 502 W Market St Greenwood, DE 19950, International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102, Secretary of Housing and Urban Development 657 2 Ave N Fargo, ND 58102, State of North Dakota 600 East Blvd Ave 58503, Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037**

NAME OF INSPECTOR: Bill Thompson

YOU ARE HEREBY GIVEN NOTICE OF THE FOLLOWING:

1. That this Notice is being given to you pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code, adopted by reference in Chapter 31 of the Fargo Municipal Code. **Failing to comply with this Notice may subject the owner and/or other persons to criminal charges and civil action, including but not limited to abatement of the nuisance.**

2. That the building with which this Notice is concerned is commonly known as 111-113 32 Ave N, and is located on that tract of land in the City of Fargo, more particularly described as follows: Vanradens 2nd Sub division, Lot 15, Block 2
(Hereinafter referred to as "the building")

3. That an inspection was made of the building on 4/29/26 by Bill Thompson, Building Inspector.

4. That the building inspector for the City of Fargo has found the building, 1976 wood framed bi-level duplex structure to be a Dangerous Building within the standards set forth in Article 21-04 of the Fargo Municipal Code relating to Dangerous Buildings, and Section

109 of the 2024 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code.

5. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with this notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the County of Cass. **It is unlawful to remove this notice until such notice is complied with.**

6. **That the owner of the building must demolish or repair the building within 30 (thirty) days from the date of this notice or obtain a permit to repair.** To obtain a permit, see 'Conditions Found Statement' below.

7. The exterior yard and sidewalk is required to be maintained.

8. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

9. The building is unsafe and constitutes a public nuisance pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code as adopted by Article 31-01 of the Fargo Municipal Code.

10. You are further given notice that unless the building is demolished or the conditions are cured within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code and the International Building Code, and the owner will be assessed such costs as are provided for therein.

11. **Order for vacation of building.** The undersigned building official has determined that the building or structure and premises must be vacated as required by Section 109.8 of the International Property Maintenance Code. Therefore, it is hereby ordered that the building or structure and premises shall be vacated immediately, and remain vacated, on this 29th day of April, 2026. **An inspector will continue to verify compliance.** Failure to abide by these orders and take corrective measures may result in civil and/or criminal action.

12. **Order to secure building.** The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance by the 6th day of May, 2026. Approval for entrance of the posted buildings, structures, or premises must be obtained by contacting the Inspections Department. **An inspector will continue to verify compliance.** Failure to keep the buildings, structures, or premises secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

13. **Application for Appeal.** Section 106 of the International Property Maintenance Code states that any person directly affected by a decision of the code official or a notice or order

issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 30 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed.

Dated this 29th day of April, 2026

CONDITIONS FOUND STATEMENT

On 4/29/26, Building Inspector Bill Thompson, was present at 111-113 32 Ave N to address a complaint inspection. The following violations were found:

- No current water services
- Siding is missing on east side
- Junk is stored under deck and in rear yard
- 35 calls of service since 1/1/23
- This property is currently in foreclosure

The following action must be taken:

- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.

Bill Thompson
Building Inspector
wthompson@fargond.gov

Shawn Ouradnik
Building Official
souradnik@fargond.gov

4/29/26
Date Signed

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 04/29/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP+4® 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	1
Total	1

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0070 3776 12

PS Form **5630**, September 2016 PSN 7530-08-000-4335

UNITED STATES POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery (COD)
- ☐ Insured Mail
- ☐ Priority Mail
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	9214 8901 9403 8370 8989 33	STATE OF NORTH DAKOTA 600 E BOULEVARD AVE BISMARCK ND 58505-0601	0.74	5.30								2.82			

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per *(Name of receiving employee)*
1		

PS Form **3877**, January 2017 (Page 1 of 1) **Complete in Ink** **Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy.***

PSN 7530-02-000-9098 JobId: 6788285

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Mailer Identification (MID*) *MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with 0-8 or a nine-digit MID beginning with 9.

Address (Number, street, suite no., city, state, and ZIP Code™)
225 4th St N
Fargo ND 58102

ELECTRONIC FILE

The electronic file submitted by the company shown above has been certified by the National Customer Support Center (NCSC) to be complete and accurate in both content and transmission and to meet the requirements as defined in Publication 199, *Intelligent Mail Package Barcode (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers.*

Authorized NCSC Signature

Date Signed

BARCODED LABELS

The barcoded labels printed and submitted by the company shown above have been certified by the NCSC to meet the standards and specifications as prescribed in Publication 199 and the appropriate ANSI or AIM published standards.

Authorized NCSC Signature

Date Signed

INSTRUCTIONS FOR MAILER

Keep the original of this form in a safe place and provide a copy to your local USPS® facility if requested. Shipments included in Service Performance Measurement should submit a PS Form 3152 with each mailing. In the space below, place a GS1-128 barcode representing the Electronic File Number from the Header Record. If you cannot print the barcode, fill in the sequence numbers and check digit (the digits that follow the MID) from your Electronic File Number. This information is in the Header Record of the electronic file.

IMpb barcodes are required for all tracking numbers effective 1/27/2013. Valid Application Identifiers (AI): IMpb barcode AI **"92"** uses a 9-digit Mailer ID for commercial permit payment mailers. IMpb barcode **"93"** uses a 6-digit Mailer ID for commercial permit payment mailer. IMpb barcode **"94"** is used for online and meter mailers. Legacy barcode AI **"91"** will continue to be accepted for a limited time with an approved exception or waiver.

Place the barcode here or write the serial number and check digit of the electronic file in the spaces provided.



9275090119356200007037761 2

Confirmation Services Electronic File Number

**92/93	750	901193562	00007037761	2
AI	STC	Mailer ID	Serial Number	Check Digit
94				
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

**91 can be used if approved for exception.

INSTRUCTIONS FOR ACCEPTANCE EMPLOYEE

If mailings are presented under an authorized manifest mailing system, verify payment of postage and fees, where applicable, using standard sampling procedures for pieces with special services. In addition, check the barcode formatting for the following:

1. Horizontal bars above and below the barcode.
2. Human-readable numbers below the barcode.
3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
4. For Electronic Verification System, (eVS) or "e-VS" should be included either before or after the service banner text. For example: "eVS USPS TRACKING", "USPS TRACKING eVS", "e-VS USPS USPS TRACKING", and "USPS TRACKING e-VS."

Date and Time of Verification

Date and Time of Mailing *(if different from date of verification)*

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8370 9080 52

DEPARTMENT OF HUMAN SERVICES CHILD SUPPORT DIVISION
600 E BOULEVARD AVE
BISMARCK ND 58505-0601

THE CITY OF Fargo FAR MORE

INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

NOTICE OF DANGEROUS BUILDING

DATE: 4/29/2026

ADDRESS AND/OR LEGAL DESCRIPTION OF SUBJECT PROPERTY: 111-113 32 Ave N (Up and down duplex)

NAME OF PROPERTY OWNER: Bobbi Stephenson
ADDRESS OF PROPERTY OWNER: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF MORTGAGE HOLDERS, LIENHOLDERS ET CETERA AND LESSEES OF RECORD: **Department of Human Services, Child Support Division 600 East Blvd Ave Bismarck, ND 58505, Discover Bank 502 W Market St Greenwood, DE 19950, International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102, Secretary of Housing and Urban Development 657 2 Ave N Fargo, ND 58102, State of North Dakota 600 East Blvd Ave 58503, Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037**

NAME OF INSPECTOR: Bill Thompson

YOU ARE HEREBY GIVEN NOTICE OF THE FOLLOWING:

1. That this Notice is being given to you pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code, adopted by reference in Chapter 31 of the Fargo Municipal Code. **Failing to comply with this Notice may subject the owner and/or other persons to criminal charges and civil action, including but not limited to abatement of the nuisance.**

2. That the building with which this Notice is concerned is commonly known as 111-113 32 Ave N, and is located on that tract of land in the City of Fargo, more particularly described as follows: Vanradens 2nd Sub division, Lot 15, Block 2
(Hereinafter referred to as "the building")

3. That an inspection was made of the building on 4/29/26 by Bill Thompson, Building Inspector.

4. That the building inspector for the City of Fargo has found the building, 1976 wood framed bi-level duplex structure to be a Dangerous Building within the standards set forth in Article 21-04 of the Fargo Municipal Code relating to Dangerous Buildings, and Section

109 of the 2024 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code.

5. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with this notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the County of Cass. **It is unlawful to remove this notice until such notice is complied with.**

6. **That the owner of the building must demolish or repair the building within 30 (thirty) days from the date of this notice or obtain a permit to repair.** To obtain a permit, see 'Conditions Found Statement' below.

7. The exterior yard and sidewalk is required to be maintained.

8. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

9. The building is unsafe and constitutes a public nuisance pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code as adopted by Article 31-01 of the Fargo Municipal Code.

10. You are further given notice that unless the building is demolished or the conditions are cured within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code and the International Building Code, and the owner will be assessed such costs as are provided for therein.

11. **Order for vacation of building.** The undersigned building official has determined that the building or structure and premises must be vacated as required by Section 109.8 of the International Property Maintenance Code. Therefore, it is hereby ordered that the building or structure and premises shall be vacated immediately, and remain vacated, on this 29th day of April, 2026. **An inspector will continue to verify compliance.** Failure to abide by these orders and take corrective measures may result in civil and/or criminal action.

12. **Order to secure building.** The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance by the 6th day of May, 2026. Approval for entrance of the posted buildings, structures, or premises must be obtained by contacting the Inspections Department. **An inspector will continue to verify compliance.** Failure to keep the buildings, structures, or premises secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

13. **Application for Appeal.** Section 106 of the International Property Maintenance Code states that any person directly affected by a decision of the code official or a notice or order

issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 30 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed.

Dated this 29th day of April, 2026

CONDITIONS FOUND STATEMENT

On 4/29/26, Building Inspector Bill Thompson, was present at 111-113 32 Ave N to address a complaint inspection. The following violations were found:

- No current water services
- Siding is missing on east side
- Junk is stored under deck and in rear yard
- 35 calls of service since 1/1/23
- This property is currently in foreclosure

The following action must be taken:

- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.

Bill Thompson
Building Inspector
wthompson@fargond.gov

Shawn Ouradnik
Building Official
souradnik@fargond.gov

4/29/26
Date Signed

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 04/29/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP+4® 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	1
Total	1

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0070 3790 43

UNITED STATES POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery (COD)
- ☐ Insured Mail
- ☐ Priority Mail
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	9214 8901 9403 8370 9080 52	DEPARTMENT OF HUMAN SERVICES CHILD SUPPORT DIVISION 600 E BOULEVARD AVE BISMARCK ND 58505-0601	0.74	5.30								2.82			

Total Number of Pieces Listed by Sender: 1

Total Number of Pieces Received at Post Office

Postmaster, Per *(Name of receiving employee)*

PS Form **3877**, January 2017 (Page 1 of 1)

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy.*

PSN 7530-02-000-9098 JobId: 6788422

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Address (Number, street, suite no., city, state, and ZIP Code™)
225 4th St N
Fargo ND 58102

Mailer Identification (MID*) *MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with 0-8 or a nine-digit MID beginning with 9.

ELECTRONIC FILE

The electronic file submitted by the company shown above has been certified by the National Customer Support Center (NCSC) to be complete and accurate in both content and transmission and to meet the requirements as defined in Publication 199, *Intelligent Mail Package Barcode (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers.*

Authorized NCSC Signature

Date Signed

BARCODED LABELS

The barcoded labels printed and submitted by the company shown above have been certified by the NCSC to meet the standards and specifications as prescribed in Publication 199 and the appropriate ANSI or AIM published standards.

Authorized NCSC Signature

Date Signed

INSTRUCTIONS FOR MAILER

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IMpb barcodes are required for all tracking numbers effective 1/27/2013. Valid Application Identifiers (AI): IMpb barcode AI **"92"** uses a 9-digit Mailer ID for commercial permit payment mailers. IMpb barcode **"93"** uses a 6-digit Mailer ID for commercial permit payment mailer. IMpb barcode **"94"** is used for online and meter mailers. Legacy barcode AI **"91"** will continue to be accepted for a limited time with an approved exception or waiver.

Place the barcode here or write the serial number and check digit of the electronic file in the spaces provided.



9275090119356200007037904 3

Confirmation Services Electronic File Number

**92/93	750	901193562	00007037904	3
AI	STC	Mailer ID	Serial Number	Check Digit

94					
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

**91 can be used if approved for exception.

INSTRUCTIONS FOR ACCEPTANCE EMPLOYEE

If mailings are presented under an authorized manifest mailing system, verify payment of postage and fees, where applicable, using standard sampling procedures for pieces with special services. In addition, check the barcode formatting for the following:

1. Horizontal bars above and below the barcode.
2. Human-readable numbers below the barcode.
3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
4. For Electronic Verification System, (eVS) or "e-VS" should be included either before or after the service banner text. For example: "eVS USPS TRACKING", "USPS TRACKING eVS", "e-VS USPS USPS TRACKING", and "USPS TRACKING e-VS."

Date and Time of Verification

Date and Time of Mailing *(if different from date of verification)*

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building Hearing – Order to Show Cause
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8300 0028 2190 01

Hanna Tanous, being first duly sworn and being of legal age, deposes and says that on the 11th day of June 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

International Fidelity Insurance Company
111 Raymond Blvd
Newark NJ 07105

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Hanna Tanous

Subscribed and sworn to before me this 11 day of June 2026.

Notary Public
Cass County, North Dakota

(SEAL)

CHRIS ROSE
Notary Public
State of North Dakota
My Commission Expires June 3, 2030

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building Hearing – Order to Show Cause
111-113 32 Ave N, Fargo, ND 58102

Hanna Tanous, being first duly sworn and being of legal age, deposes and says that on the 11th day of June 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

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and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Regular Mail.

Hanna Tanous

Subscribed and sworn to before me this 11 day of June 2026.

Notary Public
Cass County, North Dakota

(SEAL)

CHRIS ROSE
Notary Public
State of North Dakota
My Commission Expires June 3, 2030

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 06/11/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP-4®: 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	4
Total	4

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0071 5804 62

UNITED STATES POSTAL SERVICE ®

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- [ ] Adult Signature Required
- [ ] Adult Signature Restricted Delivery
- [X] Certified Mail
- [ ] Certified Mail Restricted Delivery
- [ ] Collect on Delivery (COD)
- [ ] Insured Mail
- [ ] Priority Mail
- [ ] Priority Mail Express
- [ ] Registered Mail
- [ ] Return Receipt for Merchandise
- [ ] Signature Confirmation
- [ ] Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1	9214 8901 9403 8328 2186 91	BOBBI STEPHENSON 1102 7TH ST N APT 1 FARGO ND 58102-2777	0.74	5.30								2.82			
2	9214 8901 9403 8328 2189 29	FREEDOM MORTGAGE COMPANY 11988 EXIT 5 PKWY FISHERS IN 46037-7939	0.74	5.30								2.82			
3	9214 8901 9403 8300 0028 2190 01	INTERNATIONAL FIDELITY INSURANCE COMPANY 111 RAYMOND BLVD NEWARK NJ 07105	0.74	5.30								2.82			
4	9214 8901 9403 8300 0028 2191 93	DISCOVER BANK 502 W MARKET ST GREENWOOD DE 19950	0.74	5.30								2.82			

Total Number of Pieces Listed by Sender: 4

Total Number of Pieces Received at Post Office

Postmaster, Per *(Name of receiving employee)*

PS Form **3877**, January 2017 (Page 1 of 1)

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy.*

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Address (Number, street, suite no., city, state, and ZIP Code™)
225 4th St N
Fargo ND 58102

Mailer Identification (MID) *MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with 0-8 or a nine-digit MID beginning with 9.

ELECTRONIC FILE

The electronic file submitted by the company shown above has been certified by the National Customer Support Center (NCSC) to be complete and accurate in both content and transmission and to meet the requirements as defined in Publication 199, *Intelligent Mail Package Barcode (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers.*

Authorized NCSC Signature

Date Signed

BARCODED LABELS

The barcoded labels printed and submitted by the company shown above have been certified by the NCSC to meet the standards and specifications as prescribed in Publication 199 and the appropriate ANSI or AIM published standards.

Authorized NCSC Signature

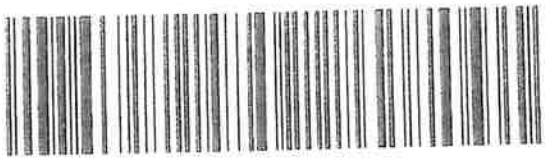
Date Signed

INSTRUCTIONS FOR MAILER

Keep the original of this form in a safe place and provide a copy to your local USPS® facility if requested. Shipments included in Service Performance Measurement should submit a PS Form 3152 with each mailing. In the space below, place a GS1-128 barcode representing the Electronic File Number from the Header Record. If you cannot print the barcode, fill in the sequence numbers and check digit (the digits that follow the MID) from your Electronic File Number. This information is in the Header Record of the electronic file.

IMpb barcodes are required for all tracking numbers effective 1/27/2013. Valid Application Identifiers (AI): IMpb barcode AI **"92"** uses a 9-digit Mailer ID for commercial permit payment mailers. IMpb barcode **"93"** uses a 6-digit Mailer ID for commercial permit payment mailer. IMpb barcode **"94"** is used for online and meter mailers. Legacy barcode AI **"91"** will continue to be accepted for a limited time with an approved exception or waiver.

Place the barcode here or write the serial number and check digit of the electronic file in the spaces provided.



9275090119356200007158046 2

Confirmation Services Electronic File Number

**92/93	750		901193562	00007158046	2
AI	STC		Mailer ID	Serial Number	Check Digit
94					
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

**91 can be used if approved for exception.

INSTRUCTIONS FOR ACCEPTANCE EMPLOYEE

If mailings are presented under an authorized manifest mailing system, verify payment of postage and fees, where applicable, using standard sampling procedures for pieces with special services. In addition, check the barcode formatting for the following:

1. Horizontal bars above and below the barcode.
2. Human-readable numbers below the barcode.
3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
4. For Electronic Verification System, (eVS) or "e-VS" should be included either before or after the service banner text. For example: "eVS USPS TRACKING" "USPS TRACKING eVS", "e-VS USPS USPS TRACKING", and "USPS TRACKING e-VS."

Date and Time of Verification

Date and Time of Mailing (For Electronic Postmark®)

PS Form 3152, [illegible]

For privacy notice regarding barcode data, see www.usps.com

THE CITY OF Fargo FAR MORE
INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Notice of Dangerous Building Hearing – Order to Show Cause

Date: 06/11/2026

Location: 111-113 32 Ave N, Fargo, ND 58102
Property Owner: Bobbi Stephenson
Address of Property Owner: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF
MORTGAGE HOLDERS, LIENHOLDERS
ET CETERA AND LESSEES OF RECORD:
Discover Bank 502 W Market St Greenwood, DE 19950
International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102
Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037

Inspector: Bill Thompson
Date of Posting: 04/29/2026

Ordinance 21-0405 of the Fargo Municipal Code states:

The board of city commissioners shall:

A. Upon receipt of a report of the building inspector as provided for in _§_ 21-0404, subsection (F) give written notice to the owner, occupant, mortgagee, lessee and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass to appear before it on the date specified in the notice to show cause why the building or structure reported to be a "dangerous building: should not be repaired, vacated, or demolished in accordance with the statement of particulars set forth in the building inspector(s) notice provided for herein in _§_21-0404, subsection (E).

B. Hold a hearing and hear such testimony as the building inspector or the owner, occupant, mortgagee, lessee or any other person having an interest in said building as shown by the records of the register of deeds of the county of Cass shall offer relative to the "dangerous building."

A hearing regarding the dangerous building located at Address, Fargo, ND has been scheduled for, Monday, June 22, 2026 at 5:05PM. The hearing will take place in the City Commission Chambers, located at 225 4th Street N., Fargo, ND 58102.

Any interested person or party is encouraged to attend.

Dated on this 06/11/2026.

Shawn Ouradnik
Inspections Director

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building Hearing – Order to Show Cause
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8300 0028 2191 93

Hanna Tanous, being first duly sworn and being of legal age, deposes and says that on the 11th day of June 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

Discover Bank
502 W Market St
Greenwood DE 19950

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Hanna Tanous

Subscribed and sworn to before me this 11 day of June 2026.

Notary Public
Cass County, North Dakota

(SEAL)

CHRIS ROSE
Notary Public
State of North Dakota
My Commission Expires June 3, 2030

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building Hearing – Order to Show Cause
111-113 32 Ave N, Fargo, ND 58102

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Discover Bank
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Hanna Tanous

Subscribed and sworn to before me this 11 day of June 2026.

Notary Public
Cass County, North Dakota

(SEAL)

CHRIS ROSE
Notary Public
State of North Dakota
My Commission Expires June 3, 2030

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 06/11/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP+4® 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	4
Total	4

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0071 5804 62

UNITED STATES POSTAL SERVICE

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- [ ] Adult Signature Required
- [ ] Adult Signature Restricted Delivery
- [X] Certified Mail
- [ ] Certified Mail Restricted Delivery
- [ ] Collect on Delivery (COD)
- [ ] Insured Mail
- [ ] Priority Mail
- [ ] Priority Mail Express
- [ ] Registered Mail
- [ ] Return Receipt for Merchandise
- [ ] Signature Confirmation
- [ ] Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
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2	9214 8901 9403 8328 2189 29	FREEDOM MORTGAGE COMPANY 11988 EXIT 5 PKWY FISHERS IN 46037-7939	0.74	5.30								2.82			
3	9214 8901 9403 8300 0028 2190 01	INTERNATIONAL FIDELITY INSURANCE COMPANY 111 RAYMOND BLVD NEWARK NJ 07105	0.74	5.30								2.82			
4	9214 8901 9403 8300 0028 2191 93	DISCOVER BANK 502 W MARKET ST GREENWOOD DE 19950	0.74	5.30								2.82			

Total Number of Pieces Listed by Sender: 4

Total Number of Pieces Received at Post Office

Postmaster, Per *(Name of receiving employee)*

PS Form 3877, January 2017 (Page 1 of 1) Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy.*

445

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Address (Number, street, suite no., city, state, and ZIP Code™)
225 4th St N
Fargo ND 58102

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Authorized NCSC Signature

Date Signed

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9275090119356200007158046 2

Confirmation Services Electronic File Number

**92/93	750	901193562	00007158046	2	
AI	STC	Mailer ID	Serial Number	Check Digit	
94					
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

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3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
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Date and Time of Verification

Date and Time of Mailing (if different from date of verification)

PS Form 3152, [illegible]

For information regarding the Privacy Policy, visit www.usps.com

THE CITY OF Fargo FAR MORE

INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Notice of Dangerous Building Hearing – Order to Show Cause

Date: 06/11/2026

Location: 111-113 32 Ave N, Fargo, ND 58102
Property Owner: Bobbi Stephenson
Address of Property Owner: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF
MORTGAGE HOLDERS, LIENHOLDERS
ET CETERA AND LESSEES OF RECORD:
Discover Bank 502 W Market St Greenwood, DE 19950
International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102
Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037

Inspector: Bill Thompson
Date of Posting: 04/29/2026

Ordinance 21-0405 of the Fargo Municipal Code states:

The board of city commissioners shall:

A. Upon receipt of a report of the building inspector as provided for in _§_ 21-0404, subsection (F) give written notice to the owner, occupant, mortgagee, lessee and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass to appear before it on the date specified in the notice to show cause why the building or structure reported to be a "dangerous building: should not be repaired, vacated, or demolished in accordance with the statement of particulars set forth in the building inspector(s) notice provided for herein in _§_21-0404, subsection (E).

B. Hold a hearing and hear such testimony as the building inspector or the owner, occupant, mortgagee, lessee or any other person having an interest in said building as shown by the records of the register of deeds of the county of Cass shall offer relative to the "dangerous building."

A hearing regarding the dangerous building located at Address, Fargo, ND has been scheduled for, Monday, June 22, 2026 at 5:05PM. The hearing will take place in the City Commission Chambers, located at 225 4th Street N., Fargo, ND 58102.

Any interested person or party is encouraged to attend.

Dated on this 06/11/2026.

Shawn Ouradnik
Inspections Director

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building Hearing – Order to Show Cause
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8328 2186 91

Hanna Tanous, being first duly sworn and being of legal age, deposes and says that on the 11th day of June 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

Bobbi Stephenson
1102 7th St N
Apt 1
Fargo ND 58102-2777

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Hanna Tanous

Subscribed and sworn to before me this 11 day of June 2026.

Notary Public
Cass County, North Dakota

(SEAL)

CHRIS ROSE
Notary Public
State of North Dakota
My Commission Expires June 3, 2030

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building Hearing – Order to Show Cause
111-113 32 Ave N, Fargo, ND 58102

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Bobbi Stephenson
1102 7th St N
Apt 1
Fargo ND 58102-2777

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Regular Mail.

Hanna Tanous

Hanna Tanous

Subscribed and sworn to before me this 11 day of June 2026.

Chris Rose

Notary Public
Cass County, North Dakota

(SEAL)

CHRIS ROSE
Notary Public
State of North Dakota
My Commission Expires June 3, 2030

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 06/11/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP-4®: 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	4
Total	4

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0071 5804 62

UNITED STATES POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- [ ] Adult Signature Required
- [ ] Adult Signature Restricted Delivery
- [X] Certified Mail
- [ ] Certified Mail Restricted Delivery
- [ ] Collect on Delivery (COD)
- [ ] Insured Mail
- [ ] Priority Mail
- [ ] Priority Mail Express
- [ ] Registered Mail
- [ ] Return Receipt for Merchandise
- [ ] Signature Confirmation
- [ ] Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt)
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1	9214 8901 9403 8328 2186 91	BOBBI STEPHENSON 1102 7TH ST N APT 1 FARGO ND 58102-2777	0.74	5.30								2.82			
2	9214 8901 9403 8328 2189 29	FREEDOM MORTGAGE COMPANY 11988 EXIT 5 PKWY FISHERS IN 46037-7939	0.74	5.30								2.82			
3	9214 8901 9403 8300 0028 2190 01	INTERNATIONAL FIDELITY INSURANCE COMPANY 111 RAYMOND BLVD NEWARK NJ 07105	0.74	5.30								2.82			
4	9214 8901 9403 8300 0028 2191 93	DISCOVER BANK 502 W MARKET ST GREENWOOD DE 19950	0.74	5.30								2.82			

Total Number of Pieces Listed by Sender: 4

Total Number of Pieces Received at Post Office

Postmaster, Per *(Name of receiving employee)*

PS Form 3877, January 2017 (Page 1 of 1) Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy*.

PSN 7530-02-000-9098 Web 6908559

451

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Address (Number, street, suite no., city, state, and ZIP Code™)
225 4th St N
Fargo ND 58102

Mailer Identification (MID*) *MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with 0-8 or a nine-digit MID beginning with 9.

ELECTRONIC FILE

The electronic file submitted by the company shown above has been certified by the National Customer Support Center (NCSC) to be complete and accurate in both content and transmission and to meet the requirements as defined in Publication 199, *Intelligent Mail Package Barcode (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers*.

Authorized NCSC Signature

Date Signed

BARCODED LABELS

The barcoded labels printed and submitted by the company shown above have been certified by the NCSC to meet the standards and specifications as prescribed in Publication 199 and the appropriate ANSI or AIM published standards.

Authorized NCSC Signature

Date Signed

INSTRUCTIONS FOR MAILER

Keep the original of this form in a safe place and provide a copy to your local USPS® facility if requested. Shipments included in Service Performance Measurement should submit a PS Form 3152 with each mailing. In the space below, place a GS1-128 barcode representing the Electronic File Number from the Header Record. If you cannot print the barcode, fill in the sequence numbers and check digit (the digits that follow the MID) from your Electronic File Number. This information is in the Header Record of the electronic file.

IMpb barcodes are required for all tracking numbers effective 1/27/2013. Valid Application Identifiers (AI): IMpb barcode AI **"92"** uses a 9-digit Mailer ID for commercial permit payment mailers. IMpb barcode **"93"** uses a 6-digit Mailer ID for commercial permit payment mailers. IMpb barcode **"94"** is used for online and meter mailers. Legacy barcode AI **"91"** will continue to be accepted for a limited time with an approved exception or waiver.

Place the barcode here or write the serial number and check digit of the electronic file in the spaces provided.



9275090119356200007158046 2

Confirmation Services Electronic File Number

**92/93	750		901193562	00007158046	2
AI	STC		Mailer ID	Serial Number	Check Digit
94					
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

**91 can be used if approved for exception.

INSTRUCTIONS FOR ACCEPTANCE EMPLOYEE

If mailings are presented under an authorized manifest mailing system, verify payment of postage and fees, where applicable, using standard sampling procedures for pieces with special services. In addition, check the barcode formatting for the following:

1. Horizontal bars above and below the barcode.
2. Human-readable numbers below the barcode.
3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
4. For Electronic Verification System, (eVS) or "e-VS" should be included either before or after the service banner text. For example: "eVS USPS TRACKING", "USPS TRACKING eVS", "e-VS USPS USPS TRACKING", and "USPS TRACKING e-VS".

Date and Time of Verification

Date and Time of Mailing (If different from date of verification)

PS Form 3152, [illegible] 2013

For more information regarding our Privacy Policy visit www.usps.com

THE CITY OF Fargo FAR MORE
INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Notice of Dangerous Building Hearing – Order to Show Cause

Date: 06/11/2026

Location: 111-113 32 Ave N, Fargo, ND 58102
Property Owner: Bobbi Stephenson
Address of Property Owner: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF
MORTGAGE HOLDERS, LIENHOLDERS
ET CETERA AND LESSEES OF RECORD:
Discover Bank 502 W Market St Greenwood, DE 19950
International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102
Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037

Inspector: Bill Thompson
Date of Posting: 04/29/2026

Ordinance 21-0405 of the Fargo Municipal Code states:

The board of city commissioners shall:

A. Upon receipt of a report of the building inspector as provided for in _§_ 21-0404, subsection (F) give written notice to the owner, occupant, mortgagee, lessee and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass to appear before it on the date specified in the notice to show cause why the building or structure reported to be a "dangerous building: should not be repaired, vacated, or demolished in accordance with the statement of particulars set forth in the building inspector(s) notice provided for herein in _§_21-0404, subsection (E).

B. Hold a hearing and hear such testimony as the building inspector or the owner, occupant, mortgagee, lessee or any other person having an interest in said building as shown by the records of the register of deeds of the county of Cass shall offer relative to the "dangerous building."

A hearing regarding the dangerous building located at Address, Fargo, ND has been scheduled for, Monday, June 22, 2026 at 5:05PM. The hearing will take place in the City Commission Chambers, located at 225 4th Street N., Fargo, ND 58102.

Any interested person or party is encouraged to attend.

Dated on this 06/11/2026.

Shawn Ouradnik
Inspections Director

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building Hearing – Order to Show Cause
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8328 2189 29

Hanna Tanous, being first duly sworn and being of legal age, deposes and says that on the 11th day of June 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

Freedom Mortgage Company
11988 Exit 6 Pkwy
Fishers IN 46037-7939

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Hanna Tanous

Subscribed and sworn to before me this 11 day of June 2026.

Notary Public
Cass County, North Dakota

(SEAL)

CHRIS ROSE
Notary Public
State of North Dakota
My Commission Expires June 3, 2030

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building Hearing – Order to Show Cause
111-113 32 Ave N, Fargo, ND 58102

Hanna Tanous, being first duly sworn and being of legal age, deposes and says that on the 11th day of June 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

Freedom Mortgage Company
11988 Exit 6 Pkwy
Fishers IN 46037-7939

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Regular Mail.

Hanna Tanous

Hanna Tanous

Subscribed and sworn to before me this 11 day of June 2026.

Chris Rose

Notary Public
Cass County, North Dakota

(SEAL)

CHRIS ROSE
Notary Public
State of North Dakota
My Commission Expires June 3, 2030

UNITED STATES POSTAL SERVICE®

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 06/11/2026

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP-4: 58102

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	
First-Class Package Service®	
Returns	
International*	
Other	4
Total	4

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0071 5804 62

UNITED STATES POSTAL SERVICE

Firm Mailing Book For Accountable Mail

Name and Address of Sender

CITY OF FARGO
225 4TH ST N
FARGO ND 58102

Check type of mail or service

- [ ] Adult Signature Required
- [ ] Adult Signature Restricted Delivery
- [X] Certified Mail
- [ ] Certified Mail Restricted Delivery
- [ ] Collect on Delivery (COD)
- [ ] Insured Mail
- [ ] Priority Mail
- [ ] Priority Mail Express
- [ ] Registered Mail
- [ ] Return Receipt for Merchandise
- [ ] Signature Confirmation
- [ ] Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1	9214 8901 9403 8328 2186 91	BOBBI STEPHENSON 1102 7TH ST N APT 1 FARGO ND 58102-2777	0.74	5.30								2.82			
2	9214 8901 9403 8328 2189 29	FREEDOM MORTGAGE COMPANY 11988 EXIT 5 PKWY FISHERS IN 46037-7939	0.74	5.30								2.82			
3	9214 8901 9403 8300 0028 2190 01	INTERNATIONAL FIDELITY INSURANCE COMPANY 111 RAYMOND BLVD NEWARK NJ 07105	0.74	5.30								2.82			
4	9214 8901 9403 8300 0028 2191 93	DISCOVER BANK 502 W MARKET ST GREENWOOD DE 19950	0.74	5.30								2.82			

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per *(Name of receiving employee)*
4		

PS Form 3877, January 2017 (Page 1 of 1) Complete in Ink

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PSN 7530-02-000-9098 6908559

457

UNITED STATES POSTAL SERVICE®

Confirmation Services Certification

COMPANY INFORMATION

Company Name
City of Fargo

Address (Number, street, suite no., city, state, and ZIP Code™)
225 4th St N
Fargo ND 58102

Mailer Identification (MID*) *MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with 0-8 or a nine-digit MID beginning with 9.

ELECTRONIC FILE

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Authorized NCSC Signature

Date Signed

BARCODED LABELS

The barcoded labels printed and submitted by the company shown above have been certified by the NCSC to meet the standards and specifications as prescribed in Publication 199 and the appropriate ANSI or AIM published standards.

Authorized NCSC Signature

Date Signed

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9275090119356200007158046 2

Confirmation Services Electronic File Number

**92/93	750		901193562	00007158046	2
AI	STC		Mailer ID	Serial Number	Check Digit
94					
AI	STC	Source Identifier	Mailer ID	Serial Number	Check Digit

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3. Depending on the product used, the words "USPS TRACKING #", "USPS SIGNATURE TRACKING #", "USPS CERTIFIED MAIL", or product specific found in Publication 199 based on the service type code.
4. For Electronic Verification System, (eVS) or "e-VS" should be included either before or after the service banner text. For example: "eVS USPS TRACKING", "USPS TRACKING eVS", "e-VS USPS USPS TRACKING", and "USPS TRACKING e-VS."

Date and Time of Application

Date and Time of Mailing (Optional Information for Verification)

PS Form 3152, [illegible]

THE CITY OF Fargo FAR MORE

INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Notice of Dangerous Building Hearing – Order to Show Cause

Date: 06/11/2026

Location: 111-113 32 Ave N, Fargo, ND 58102
Property Owner: Bobbi Stephenson
Address of Property Owner: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF
MORTGAGE HOLDERS, LIENHOLDERS
ET CETERA AND LESSEES OF RECORD:
Discover Bank 502 W Market St Greenwood, DE 19950
International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102
Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037

Inspector: Bill Thompson
Date of Posting: 04/29/2026

Ordinance 21-0405 of the Fargo Municipal Code states:

The board of city commissioners shall:

A. Upon receipt of a report of the building inspector as provided for in _§_ 21-0404, subsection (F) give written notice to the owner, occupant, mortgagee, lessee and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass to appear before it on the date specified in the notice to show cause why the building or structure reported to be a "dangerous building: should not be repaired, vacated, or demolished in accordance with the statement of particulars set forth in the building inspector(s) notice provided for herein in _§_21-0404, subsection (E).

B. Hold a hearing and hear such testimony as the building inspector or the owner, occupant, mortgagee, lessee or any other person having an interest in said building as shown by the records of the register of deeds of the county of Cass shall offer relative to the "dangerous building."

A hearing regarding the dangerous building located at Address, Fargo, ND has been scheduled for, Monday, June 22, 2026 at 5:05PM. The hearing will take place in the City Commission Chambers, located at 225 4th Street N., Fargo, ND 58102.

Any interested person or party is encouraged to attend.

Dated on this 06/11/2026.

Shawn Ouradnik
Inspections Director

THE CITY OF Fargo FAR MORE

INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City
Hall 225 Fourth
Street North Fargo,
ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

NOTICE OF DANGEROUS BUILDING

DATE: 4/29/2026

ADDRESS AND/OR LEGAL DESCRIPTION OF SUBJECT PROPERTY: 111-113 32 Ave N (Up and down duplex)

NAME OF PROPERTY OWNER: Bobbi Stephenson
ADDRESS OF PROPERTY OWNER: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF MORTGAGE HOLDERS, LIENHOLDERS ET CETERA AND LESSEES OF RECORD: **Department of Human Services, Child Support Division 600 East Blvd Ave Bismarck, ND 58505, Discover Bank 502 W Market St Greenwood, DE 19950, International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102, Secretary of Housing and Urban Development 657 2 Ave N Fargo, ND 58102, State of North Dakota 600 East Blvd Ave 58503, Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037**

NAME OF INSPECTOR: Bill Thompson

YOU ARE HEREBY GIVEN NOTICE OF THE FOLLOWING:

1. That this Notice is being given to you pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code, adopted by reference in Chapter 31 of the Fargo Municipal Code. **Failing to comply with this Notice may subject the owner and/or other persons to criminal charges and civil action, including but not limited to abatement of the nuisance.**

2. That the building with which this Notice is concerned is commonly known as 111-113 32 Ave N, and is located on that tract of land in the City of Fargo, more particularly described as follows: Vanradens 2nd Sub division, Lot 15, Block 2
(Hereinafter referred to as "the building")

3. That an inspection was made of the building on 4/29/26 by Bill Thompson, Building Inspector.

4. That the building inspector for the City of Fargo has found the building, 1976 wood framed bi-level duplex structure to be a Dangerous Building within the standards set forth in Article 21-04 of the Fargo Municipal Code relating to Dangerous Buildings, and Section

109 of the 2024 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code.

5. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with this notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the County of Cass. **It is unlawful to remove this notice until such notice is complied with.**

6. **That the owner of the building must demolish or repair the building within 30 (thirty) days from the date of this notice or obtain a permit to repair.** To obtain a permit, see 'Conditions Found Statement' below.

7. The exterior yard and sidewalk is required to be maintained.

8. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

9. The building is unsafe and constitutes a public nuisance pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code as adopted by Article 31-01 of the Fargo Municipal Code.

10. You are further given notice that unless the building is demolished or the conditions are cured within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code and the International Building Code, and the owner will be assessed such costs as are provided for therein.

11. **Order for vacation of building.** The undersigned building official has determined that the building or structure and premises must be vacated as required by Section 109.8 of the International Property Maintenance Code. Therefore, it is hereby ordered that the building or structure and premises shall be vacated immediately, and remain vacated, on this 29th day of April, 2026. **An inspector will continue to verify compliance.** Failure to abide by these orders and take corrective measures may result in civil and/or criminal action.

12. **Order to secure building.** The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance by the 6th day of May, 2026. Approval for entrance of the posted buildings, structures, or premises must be obtained by contacting the Inspections Department. **An inspector will continue to verify compliance.** Failure to keep the buildings, structures, or premises secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

13. **Application for Appeal.** Section 106 of the International Property Maintenance Code states that any person directly affected by a decision of the code official or a notice or order

issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 30 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed.

Dated this 29th day of April, 2026

CONDITIONS FOUND STATEMENT

On 4/29/26, Building Inspector Bill Thompson, was present at 111-113 32 Ave N to address a complaint inspection. The following violations were found:

- No current water services
- Siding is missing on east side
- Junk is stored under deck and in rear yard
- 35 calls of service since 1/1/23
- This property is currently in foreclosure

The following action must be taken:

- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.

Bill Thompson
Building Inspector
wthompson@fargond.gov

Shawn Ouradnik
Building Official
souradnik@fargond.gov

4/29/26
Date Signed

AFFIDAVIT OF SERVICE

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Posting of Notice of Dangerous Building
111-113 32 Ave N

Bill Thompson, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, he posted the attached notice upon the front of the building located at the following address:

111-113 32 Ave N
Fargo, ND 58102

Bill Thompson

Subscribed and sworn to before me this 27 day of April 2026.

Michelle R Vanyo
Notary Public
Cass County, North Dakota

MICHELLE R VANYO
Notary Public
State of North Dakota
My Commission Expires November 21, 2029
(SEAL)

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in envelopes addressed as follows:

State of North Dakota
600 East Blvd Ave
Bismarck, ND 58503

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, regular mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8370 8989 33

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

State of North Dakota
600 E Boulevard Ave
Bismarck, ND 58505-0601

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota. Certified Mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires

Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in envelopes addressed as follows:

Freedom Mortgage Company
11988 Exit 5 Pkwy
Fishers, IN 46037

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, regular mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8370 8747 84

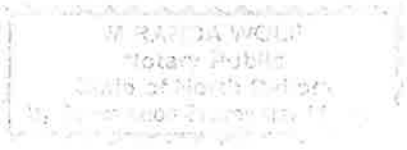
Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

Freedom Mortgage Company
11988 Exit 5 Pkwy
Fishers, IN 46037-7939

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.



Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in envelopes addressed as follows:

Bobbi Stephenson
1102 7 St N, Apt 1
Fargo, ND 58102

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, regular mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8370 8742 65

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

Bobbi Stephenson
1102 7 St N
Apt 1
Fargo, ND 58102-2777

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 14, [illegible]

(SEAL)

Notary Public
Cass County, North Dakota

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in envelopes addressed as follows:

Secretary of Housing and Urban Development
657 2 Ave N
Fargo, ND 58102

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, regular mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8370 8701 13

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

Secretary of Housing and Urban Development
657 2 Ave N
Fargo, ND 58102-4727

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires [illegible]

Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in envelopes addressed as follows:

Department of Human Services, Child Support Division
600 East Blvd Ave
Bismarck, ND 58505

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, regular mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

MIRANDA WOLF
Notary Public
State of North Dakota

Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8370 9080 52

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

Department of Human Services, Child Support Division
600 E Boulevard Ave
Bismarck, ND 58505-0601

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 16, 2027

Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in envelopes addressed as follows:

Discover Bank
502 W Market St
Greenwood, DE 19950

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, regular mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 14, 2027

Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8300 0070 9027 77

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

Discover Bank
502 W Market St
Greenwood, DE 19950

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 19, 2027

(SEAL)

Notary Public
Cass County, North Dakota

AFFIDAVIT OF SERVICE BY REGULAR MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in envelopes addressed as follows:

International Fidelity Insurance Company
111 Raymond Blvd
Newark, NJ 07102

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, regular mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 16, 2027

Notary Public
Cass County, North Dakota

(SEAL)

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 16, 2027

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Dangerous Building
111-113 32 Ave N, Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8300 0070 9014 66

Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 29th day of April 2026, she served the attached notice, upon 111-113 32 Ave N, by placing true and correct copies thereof in an envelope addressed as follows:

International Fidelity Insurance Company
111 Raymond Blvd
Newark, NJ 07105

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Michelle Lemar

Subscribed and sworn to before me this 29th day of April 2026.

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 1, 20[illegible]

Notary Public
Cass County, North Dakota

(SEAL)

UNITED STATES POSTAL SERVICE

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/30/2026

CITY OF FARGO:

The following is information for Certified Mail™/RRE item number:
9214 8901 9403 8300 0070 9014 66

Our records indicate that this item was accepted by the USPS at:
ORIGIN ACCEPTANCE FARGO,ND 58108 04/29/2026 20:44

ORIGINAL INTENDED RECIPIENT:
INTERNATIONAL FIDELITY INSURANCE COMPANY
111 RAYMOND BLVD
NEWARK NJ 07105

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 05/04/2026

CITY OF FARGO:

The following is information for Certified Mail™/RRE item number:
9214 8901 9403 8300 0070 9027 77

Our records indicate that this item was accepted by the USPS at:
FORWARDED GREENWOOD,DE 19950 05/04/2026 08:24

ORIGINAL INTENDED RECIPIENT:
DISCOVER BANK
502 W MARKET ST
GREENWOOD DE 19950

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE ®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/30/2026

CITY OF FARGO:

The following is information for Certified Mail™/RRE item number:
9214 8901 9403 8370 8701 13

Our records indicate that this item was accepted by the USPS at:
ORIGIN ACCEPTANCE FARGO,ND 58108 04/29/2026 20:44

ORIGINAL INTENDED RECIPIENT:
SECRETARY OF HOUSING AND URBAN DEVELOPMENT
657 2ND AVE N
FARGO ND 58102-4727

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/30/2026

CITY OF FARGO:

The following is information for Certified Mail™/RRE item number:
9214 8901 9403 8370 8742 65

Our records indicate that this item was accepted by the USPS at:
ORIGIN ACCEPTANCE FARGO,ND 58108 04/29/2026 20:44

ORIGINAL INTENDED RECIPIENT:
BOBBI STEPHENSON
1102 7TH ST N APT 1
FARGO ND 58102-2777

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE ®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/30/2026

CITY OF FARGO:

The following is information for Certified Mail™/RRE item number:
9214 8901 9403 8370 8747 84

Our records indicate that this item was accepted by the USPS at:
ORIGIN ACCEPTANCE FARGO,ND 58108 04/29/2026 20:44

ORIGINAL INTENDED RECIPIENT:
FREEDOM MORTGAGE COMPANY
11988 EXIT 5 PKWY
FISHERS IN 46037-7939

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/30/2026

CITY OF FARGO:

The following is information for Certified Mail™/RRE item number:
9214 8901 9403 8370 8989 33

Our records indicate that this item was accepted by the USPS at:
ORIGIN ACCEPTANCE FARGO,ND 58108 04/29/2026 20:44

ORIGINAL INTENDED RECIPIENT:
STATE OF NORTH DAKOTA
600 E BOULEVARD AVE
BISMARCK ND 58505-0601

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/30/2026

CITY OF FARGO:

The following is information for Certified Mail™/RRE item number:
9214 8901 9403 8370 9080 52

Our records indicate that this item was accepted by the USPS at:
ORIGIN ACCEPTANCE FARGO,ND 58108 04/29/2026 20:44

ORIGINAL INTENDED RECIPIENT:
DEPARTMENT OF HUMAN SERVICES CHILD SUPPORT DIVISION
600 E BOULEVARD AVE
BISMARCK ND 58505-0601

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE

RETURN TO SENDER

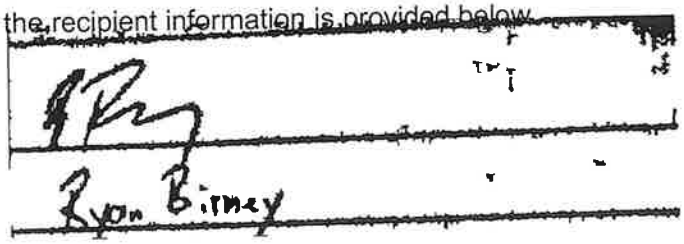
Mailer: City of Fargo

Date Produced: 05/27/2026

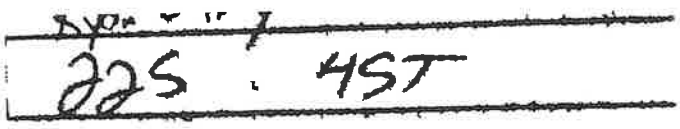
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8370 8701 13. Our records indicate that this item was delivered on 05/26/2026 at 10:11 a.m. in FARGO, ND 58102. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
657 2ND AVE N
FARGO ND 58102-4727

Customer Reference Number: C6787680.41524480

UNITED STATES POSTAL SERVICE

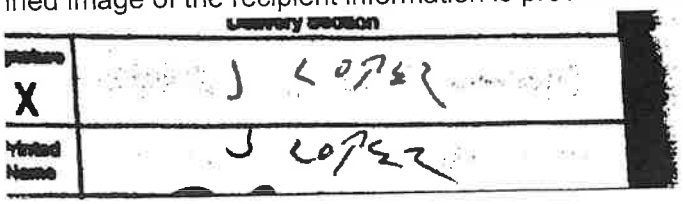
Mailer: City of Fargo

Date Produced: 05/06/2026

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8300 0070 9014 66. Our records indicate that this item was delivered on 05/05/2026 at 12:05 p.m. in NEWARK, NJ 07102. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

INTERNATIONAL FIDELITY INSURANCE COMPANY
111 RAYMOND BLVD
NEWARK NJ 07105

Customer Reference Number: C6788328.41527548

UNITED STATES POSTAL SERVICE

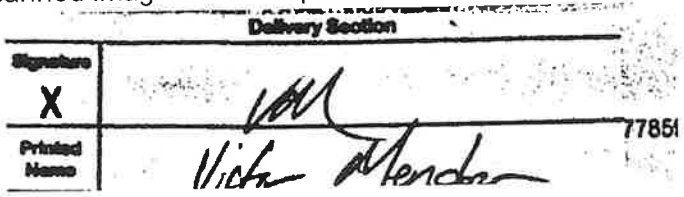
Mailer: City of Fargo

Date Produced: 05/08/2026

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8300 0070 9027 77. Our records indicate that this item was delivered on 05/07/2026 at 09:31 a.m. in SALT LAKE CITY, UT 84130. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

DISCOVER BANK
502 W MARKET ST
GREENWOOD DE 19950

Customer Reference Number: C6788366.41527755

UNITED STATES POSTAL SERVICE

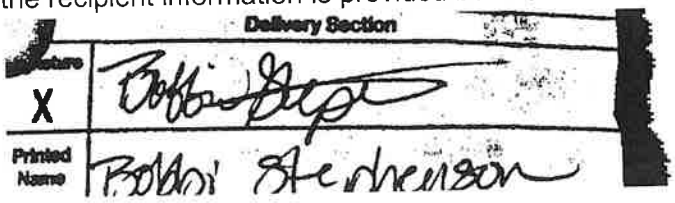
Mailer: City of Fargo

Date Produced: 05/04/2026

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8370 8742 65. Our records indicate that this item was delivered on 05/02/2026 at 12:10 p.m. in FARGO, ND 58102. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

BOBBI STEPHENSON
1102 7TH ST N
APT 1
FARGO ND 58102-2777

Customer Reference Number: C6787743.41524765

UNITED STATES POSTAL SERVICE

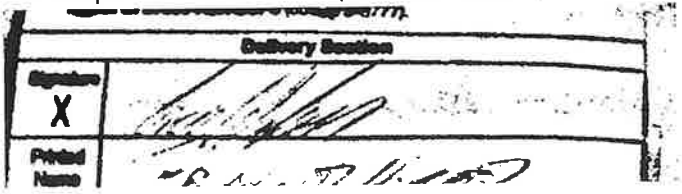
Mailer: City of Fargo

Date Produced: 05/04/2026

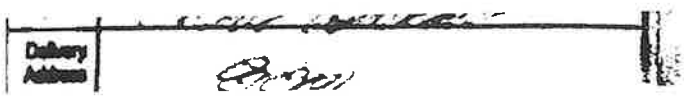
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8370 8747 84. Our records indicate that this item was delivered on 05/02/2026 at 04:23 p.m. in FISHERS, IN 46038. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

FREEDOM MORTGAGE COMPANY
11988 EXIT 5 PKWY
FISHERS IN 46037-7939

Customer Reference Number: C6787769.41525314

UNITED STATES POSTAL SERVICE

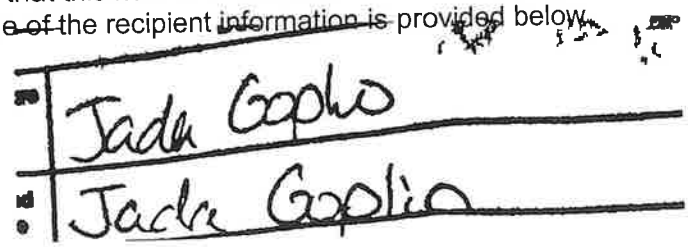
Mailer: City of Fargo

Date Produced: 05/05/2026

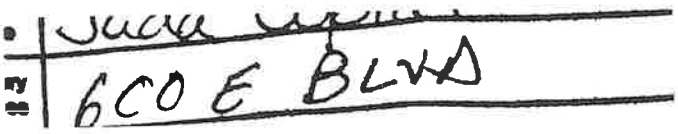
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8370 8989 33. Our records indicate that this item was delivered on 05/04/2026 at 12:39 p.m. in BISMARCK, ND 58501. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

STATE OF NORTH DAKOTA
600 E BOULEVARD AVE
BISMARCK ND 58505-0601

Customer Reference Number: C6788285.41527388

UNITED STATES POSTAL SERVICE

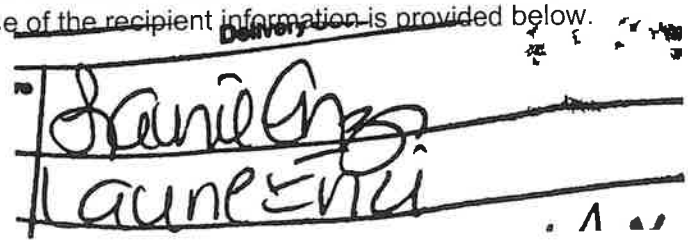
Mailer: City of Fargo

Date Produced: 05/05/2026

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8370 9080 52. Our records indicate that this item was delivered on 05/04/2026 at 12:38 p.m. in BISMARCK, ND 58501. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

DEPARTMENT OF HUMAN SERVICES CHILD SUPPORT DIVISION
600 E BOULEVARD AVE
BISMARCK ND 58505-0601

Customer Reference Number: C6788422.41528431

CERTIFIED MAIL

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8370 8701 13

SECRETARY OF HOUS
657 2ND AVE N
FARGO ND 58102-4727

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8370 8701 13

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
657 2ND AVE N
FARGO ND 58102-4727

THE CITY OF Fargo FAR MORE | INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

NOTICE OF DANGEROUS BUILDING

DATE: 4/29/2026

ADDRESS AND/OR LEGAL DESCRIPTION OF SUBJECT PROPERTY: 111-113 32 Ave N (Up and down duplex)

NAME OF PROPERTY OWNER: Bobbi Stephenson
ADDRESS OF PROPERTY OWNER: 1102 7TH ST N APT 1, Fargo, ND 58102

NAMES AND ADDRESSES OF MORTGAGE HOLDERS, LIENHOLDERS ET CETERA AND LESSEES OF RECORD: Department of Human Services, Child Support Division 600 East Blvd Ave Bismarck, ND 58505, Discover Bank 502 W Market St Greenwood, DE 19950, International Fidelity Insurance Company 111 Raymond Blvd Newark, NJ 07102, Secretary of Housing and Urban Development 657 2 Ave N Fargo, ND 58102, State of North Dakota 600 East Blvd Ave 58503, Freedom Mortgage Company 11988 Exit 5 Pkwy Fishers, IN 46037

NAME OF INSPECTOR: Bill Thompson

YOU ARE HEREBY GIVEN NOTICE OF THE FOLLOWING:

1. That this Notice is being given to you pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code, adopted by reference in Chapter 31 of the Fargo Municipal Code. **Failing to comply with this Notice may subject the owner and/or other persons to criminal charges and civil action, including but not limited to abatement of the nuisance.**

2. That the building with which this Notice is concerned is commonly known as 111-113 32 Ave N, and is located on that tract of land in the City of Fargo, more particularly described as follows: Vanradens 2nd Sub division, Lot 15, Block 2
(Hereinafter referred to as "the building")

3. That an inspection was made of the building on 4/29/26 by Bill Thompson, Building Inspector.

4. That the building inspector for the City of Fargo has found the building, 1976 wood framed bi-level duplex structure to be a Dangerous Building within the standards set forth in Article 21-04 of the Fargo Municipal Code relating to Dangerous Buildings, and Section

109 of the 2024 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code.

5. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with this notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the County of Cass. **It is unlawful to remove this notice until such notice is complied with.**

6. **That the owner of the building must demolish or repair the building within 30 (thirty) days from the date of this notice or obtain a permit to repair.** To obtain a permit, see 'Conditions Found Statement' below.

7. The exterior yard and sidewalk is required to be maintained.

8. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

9. The building is unsafe and constitutes a public nuisance pursuant to Article 21-04 of the Fargo Municipal Code concerning Dangerous Buildings and the 2024 International Property Maintenance Code as adopted by Article 31-01 of the Fargo Municipal Code.

10. You are further given notice that unless the building is demolished or the conditions are cured within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code and the International Building Code, and the owner will be assessed such costs as are provided for therein.

11. **Order for vacation of building.** The undersigned building official has determined that the building or structure and premises must be vacated as required by Section 109.8 of the International Property Maintenance Code. Therefore, it is hereby ordered that the building or structure and premises shall be vacated immediately, and remain vacated, on this 29th day of April, 2026. **An inspector will continue to verify compliance.** Failure to abide by these orders and take corrective measures may result in civil and/or criminal action.

12. **Order to secure building.** The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance by the 6th day of May, 2026. Approval for entrance of the posted buildings, structures, or premises must be obtained by contacting the Inspections Department. **An inspector will continue to verify compliance.** Failure to keep the buildings, structures, or premises secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

13. **Application for Appeal.** Section 106 of the International Property Maintenance Code states that any person directly affected by a decision of the code official or a notice or order

issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 30 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed.

Dated this 29th day of April, 2026

CONDITIONS FOUND STATEMENT

On 4/29/26, Building Inspector Bill Thompson, was present at 111-113 32 Ave N to address a complaint inspection. The following violations were found:

- No current water services
- Siding is missing on east side
- Junk is stored under deck and in rear yard
- 35 calls of service since 1/1/23
- This property is currently in foreclosure

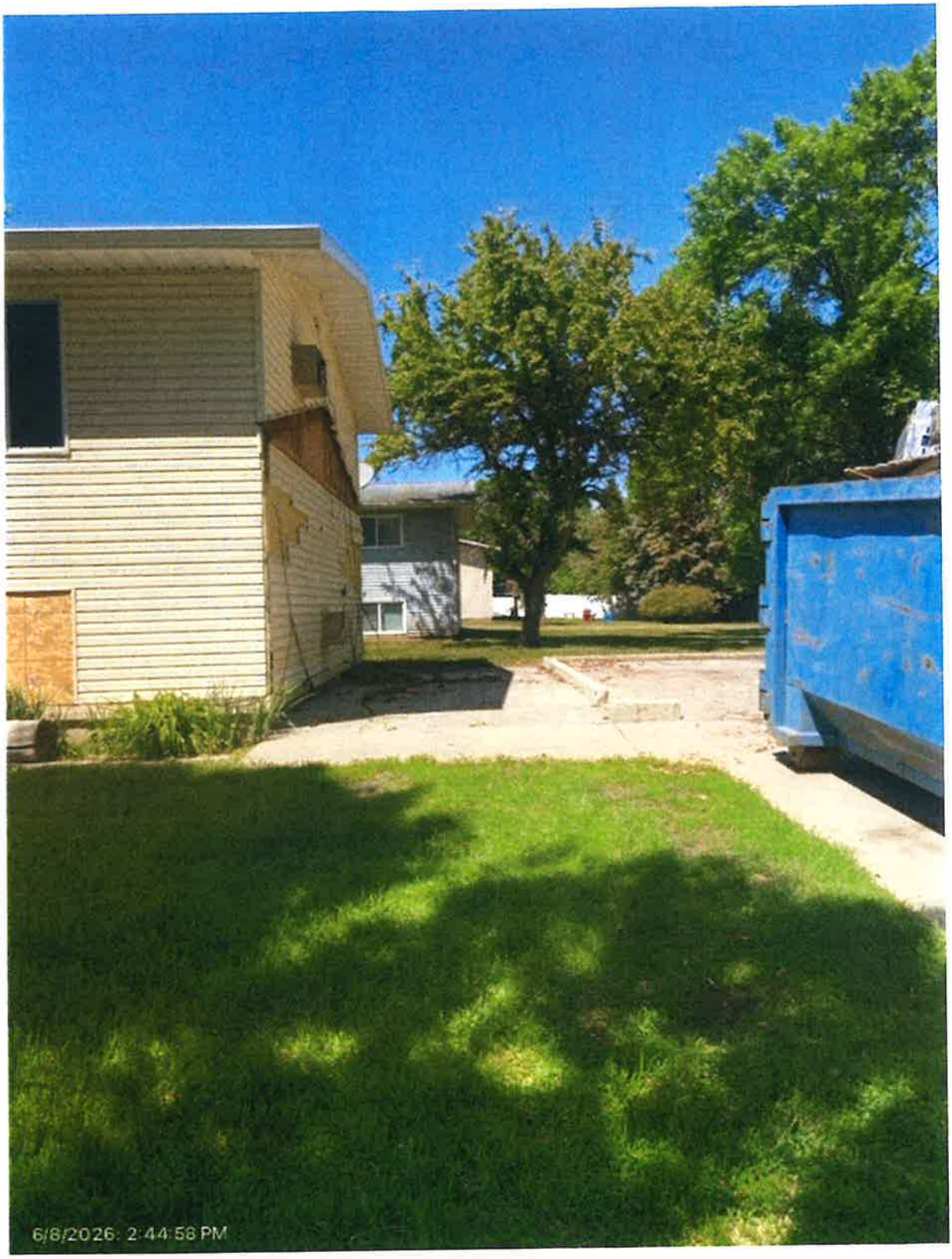
The following action must be taken:

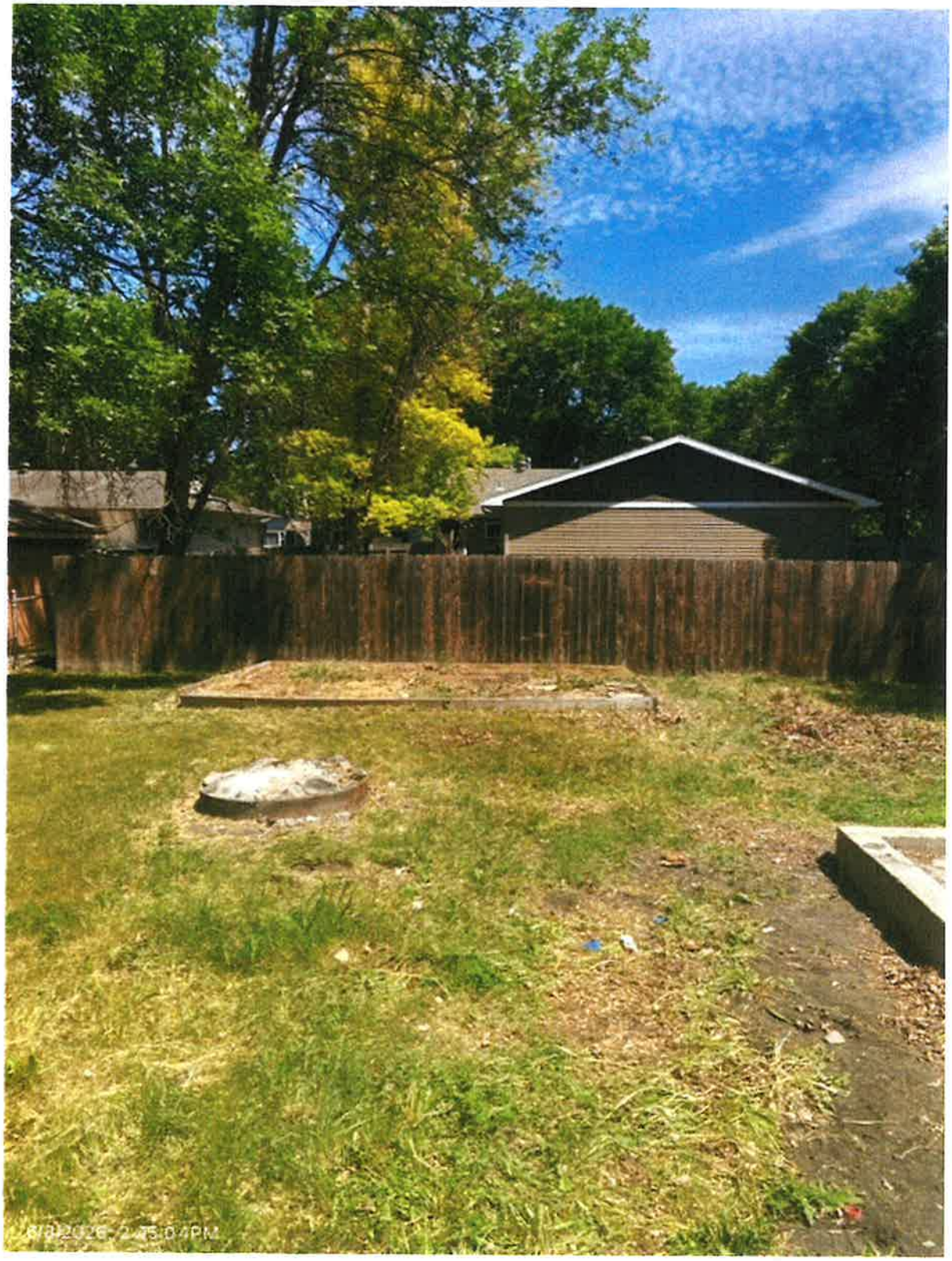
- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.

Bill Thompson
Building Inspector
wthompson@fargond.gov

Shawn Ouradnik
Building Official
souradnik@fargond.gov

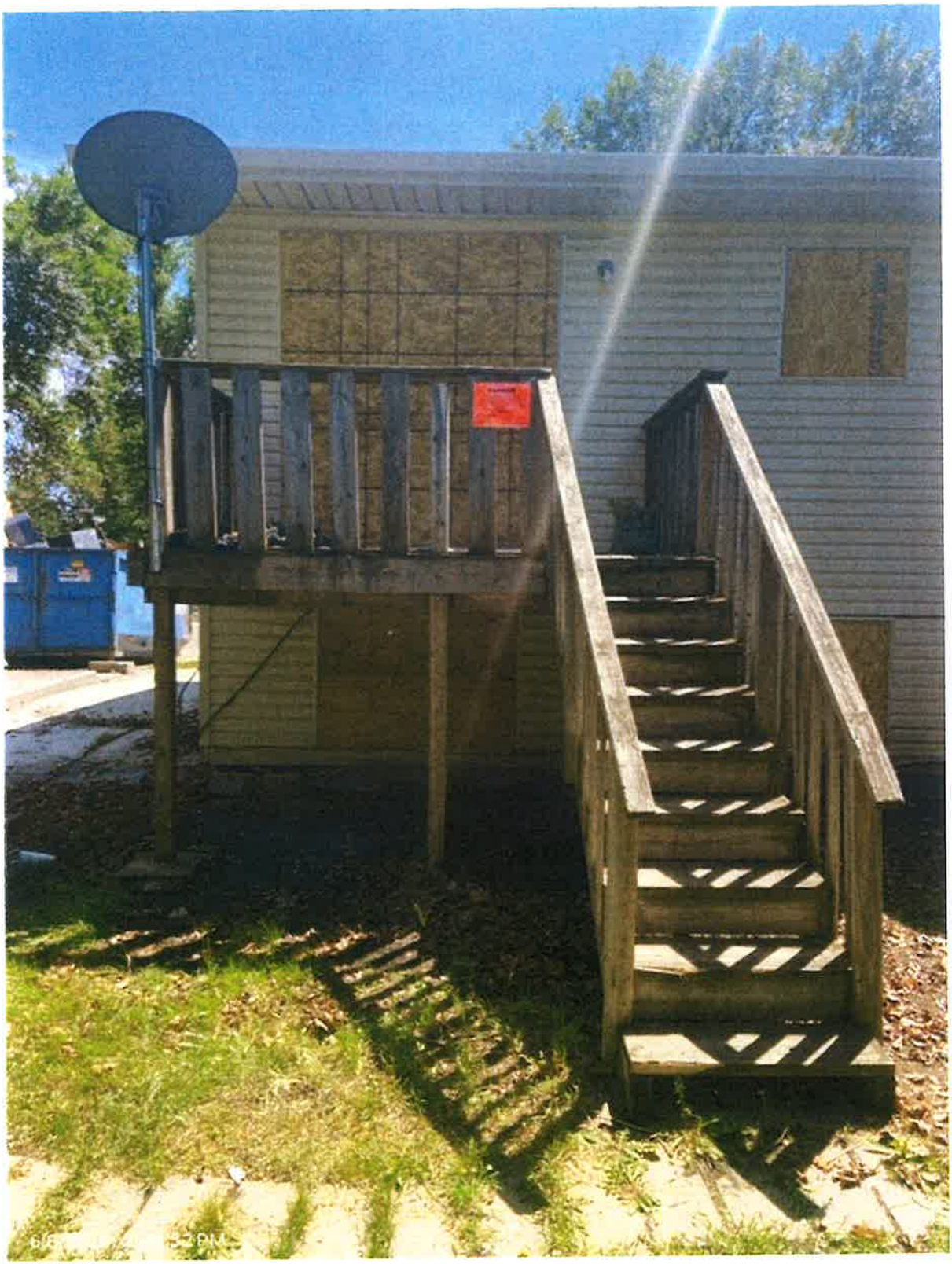
4/29/26
Date Signed


6/8/2026: 2:44:58 PM




6/6/2026 2:45 PM








6/8/2026 2:48:12 PM




6/8/2026: 2:48:37 PM



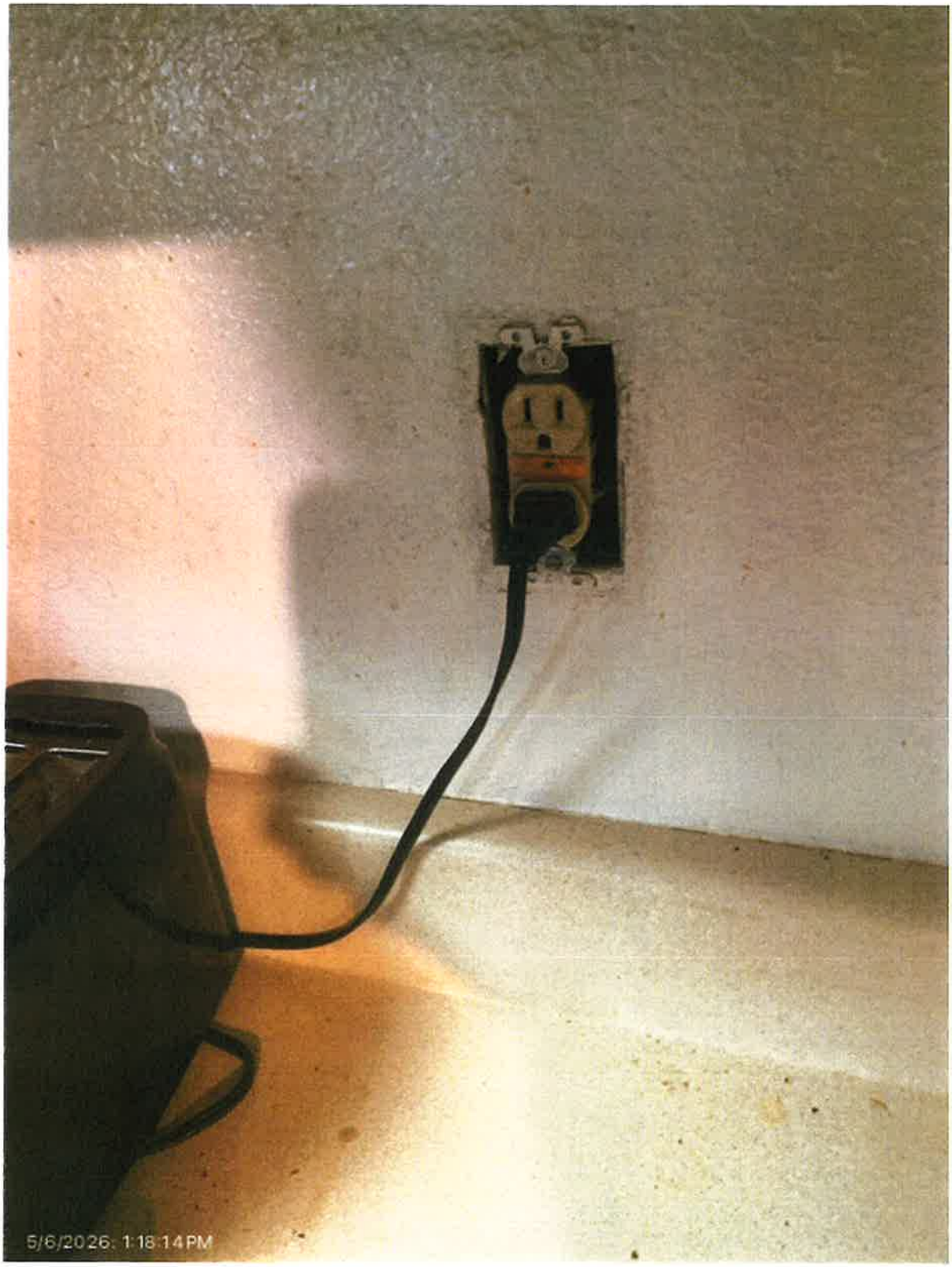

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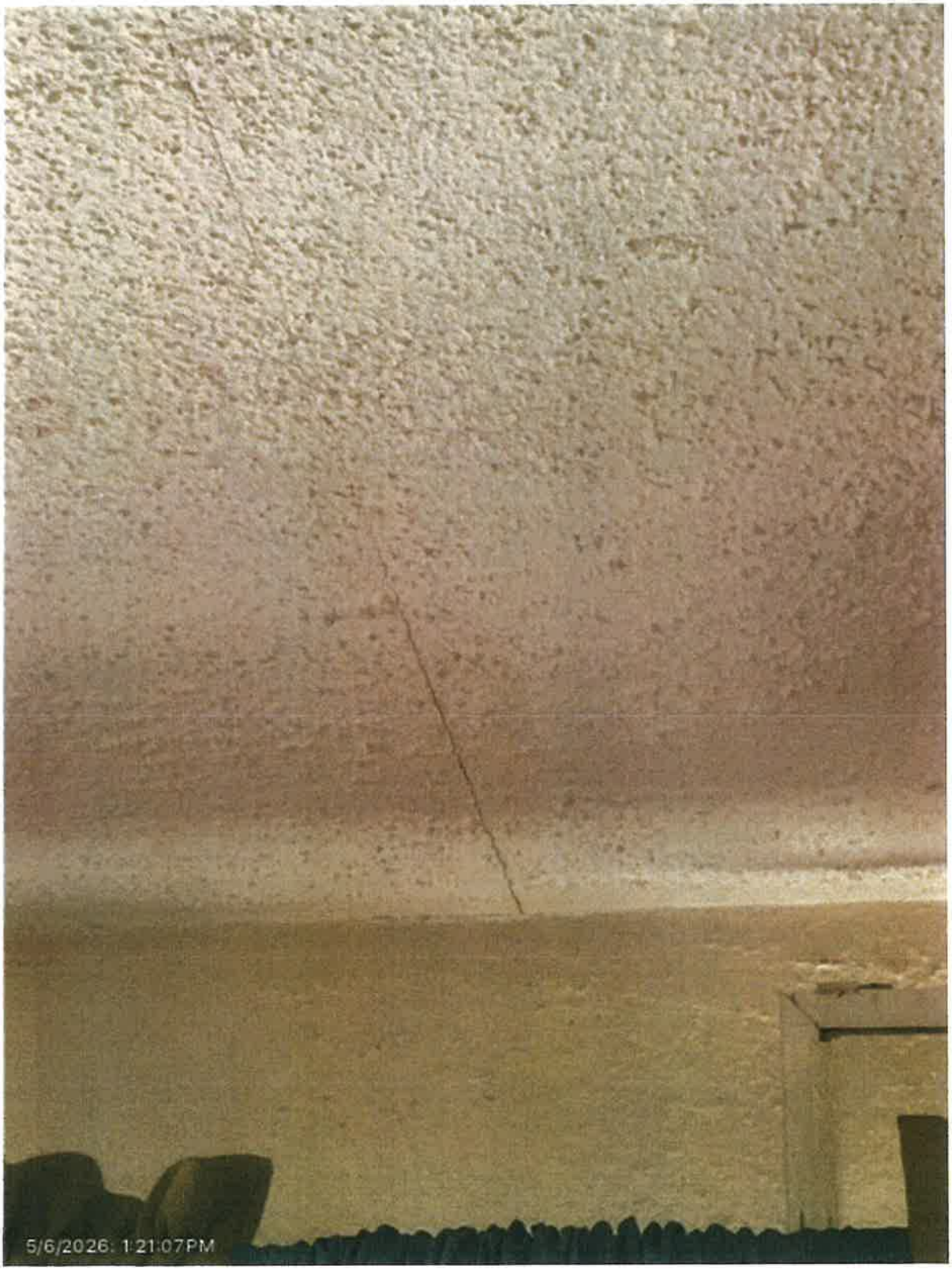

113
111


CRAZY
CAT LADY
LIVES HERE
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5/6/2026: 1:17:35 PM


5/6/2026, 1:18:14 PM

PEAK
UNIVERSAL
10+
300,000
5/6/2026 1:19:53 PM

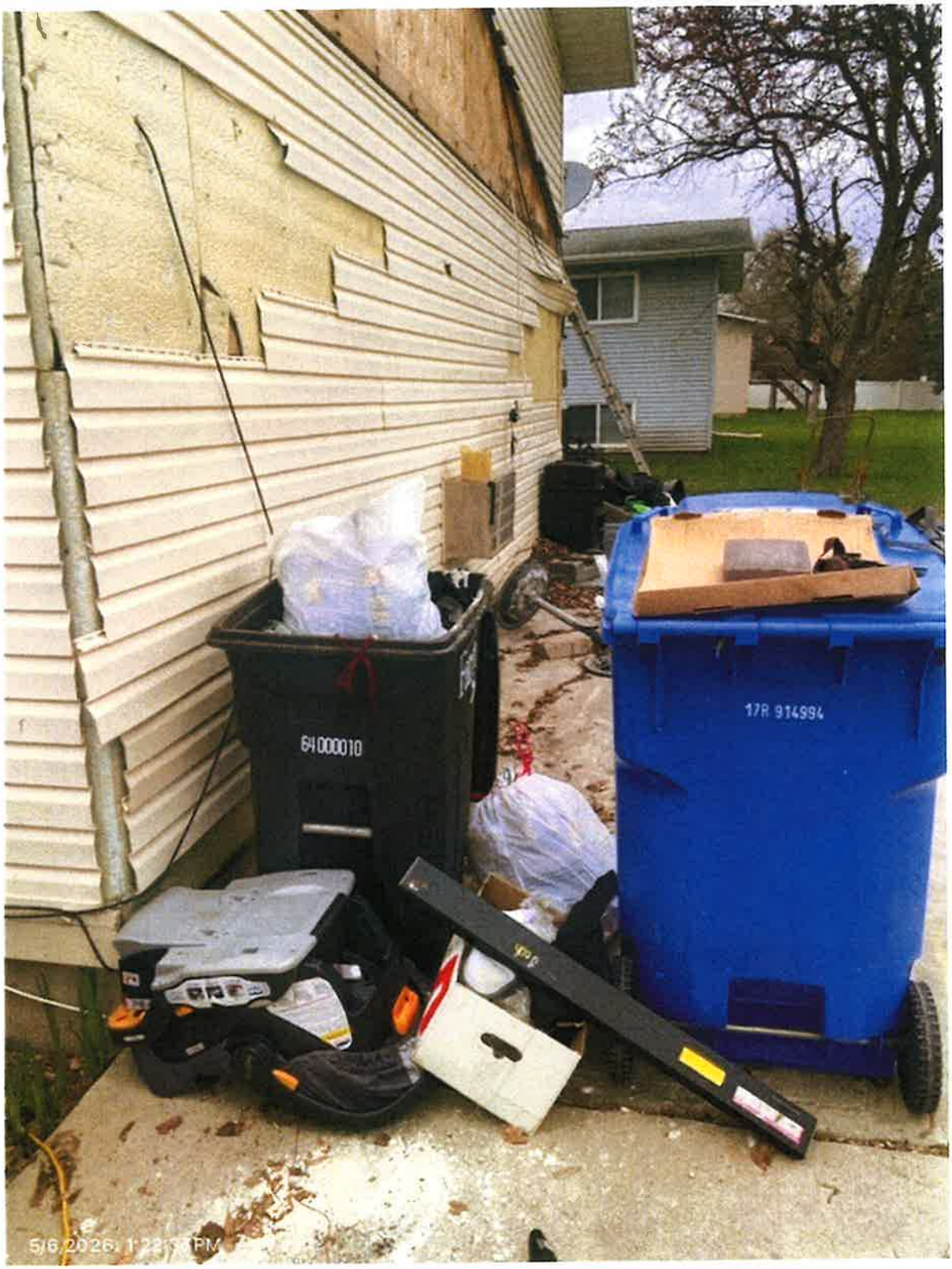

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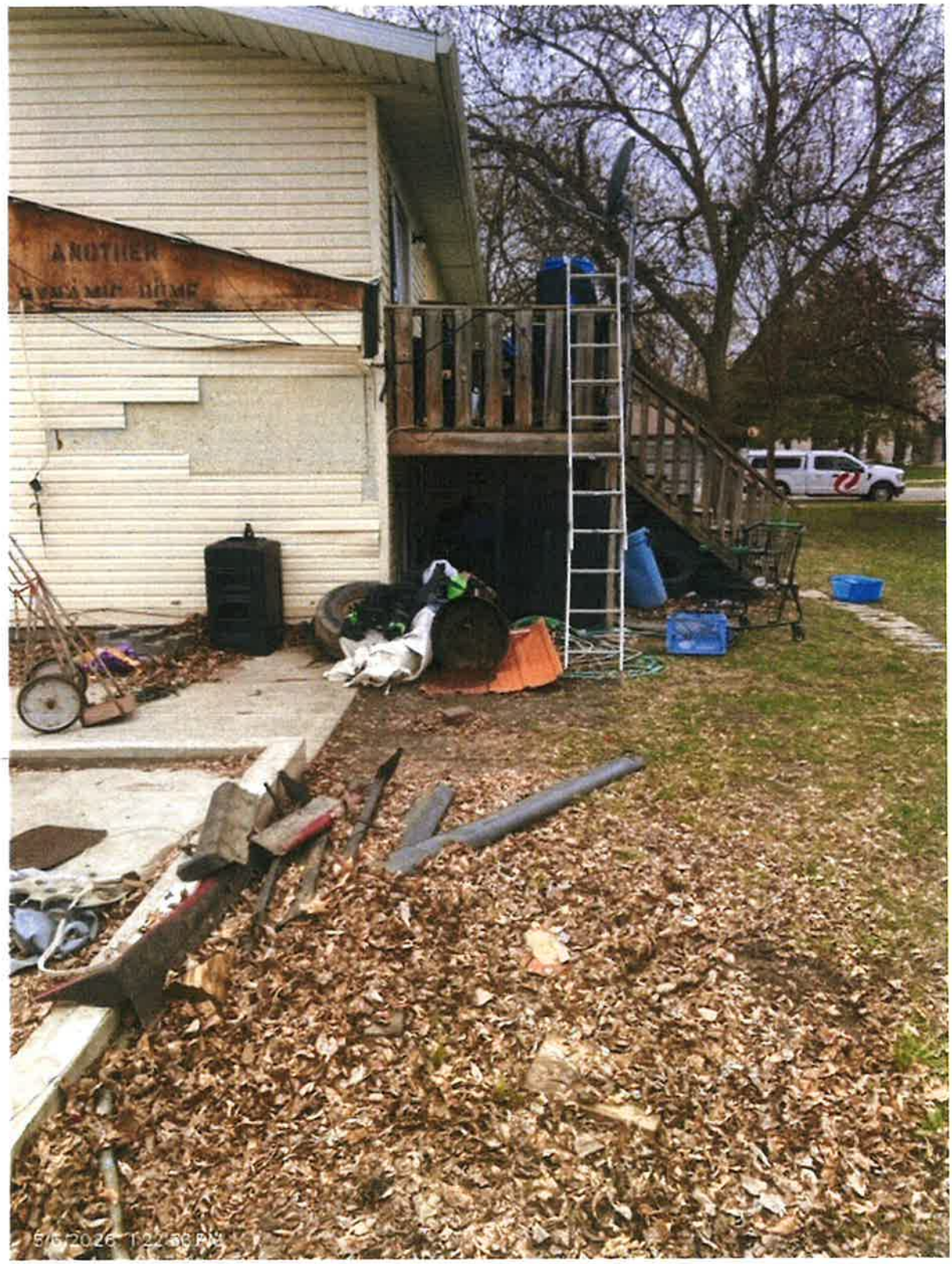

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ANOTHER

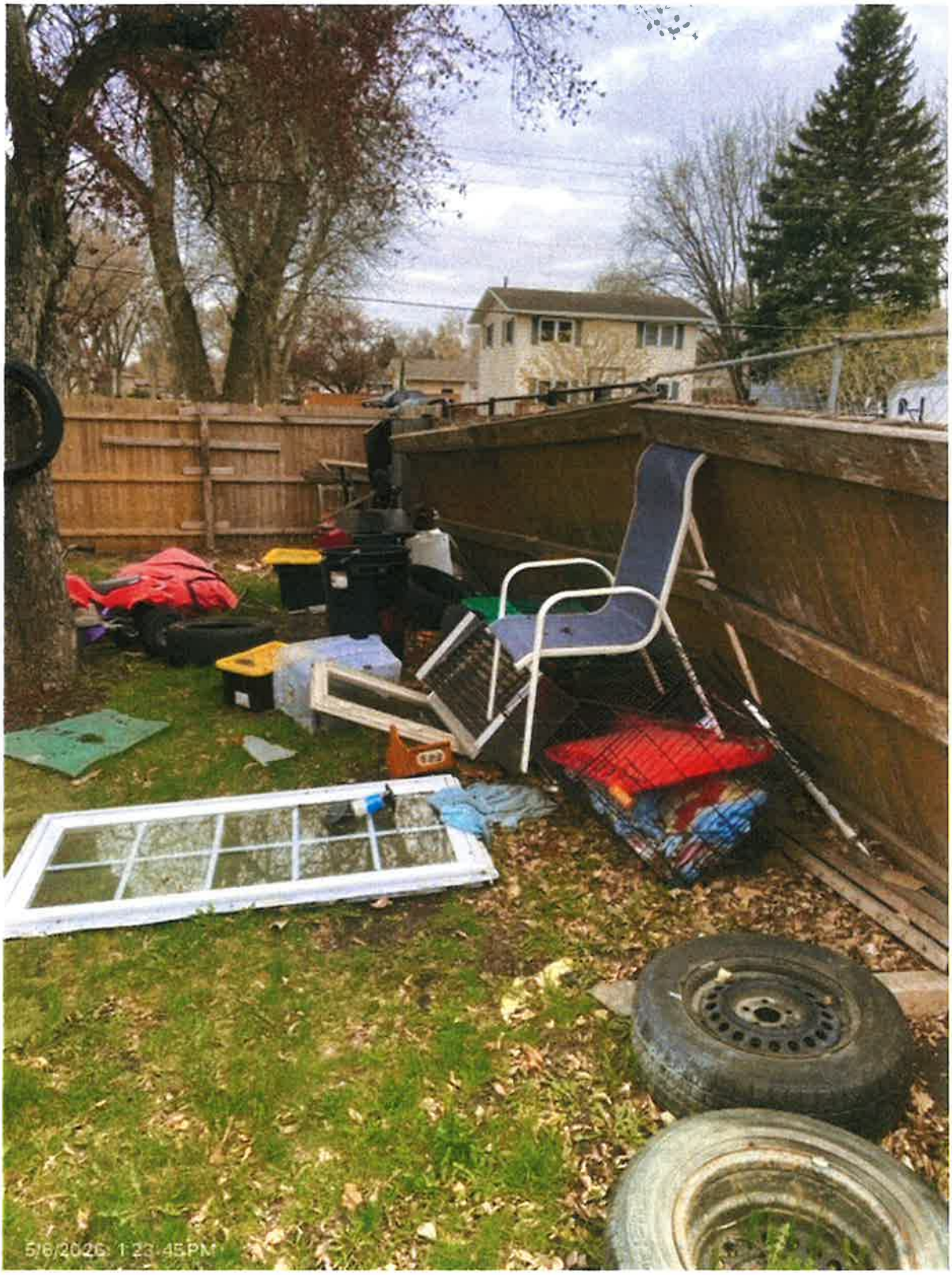

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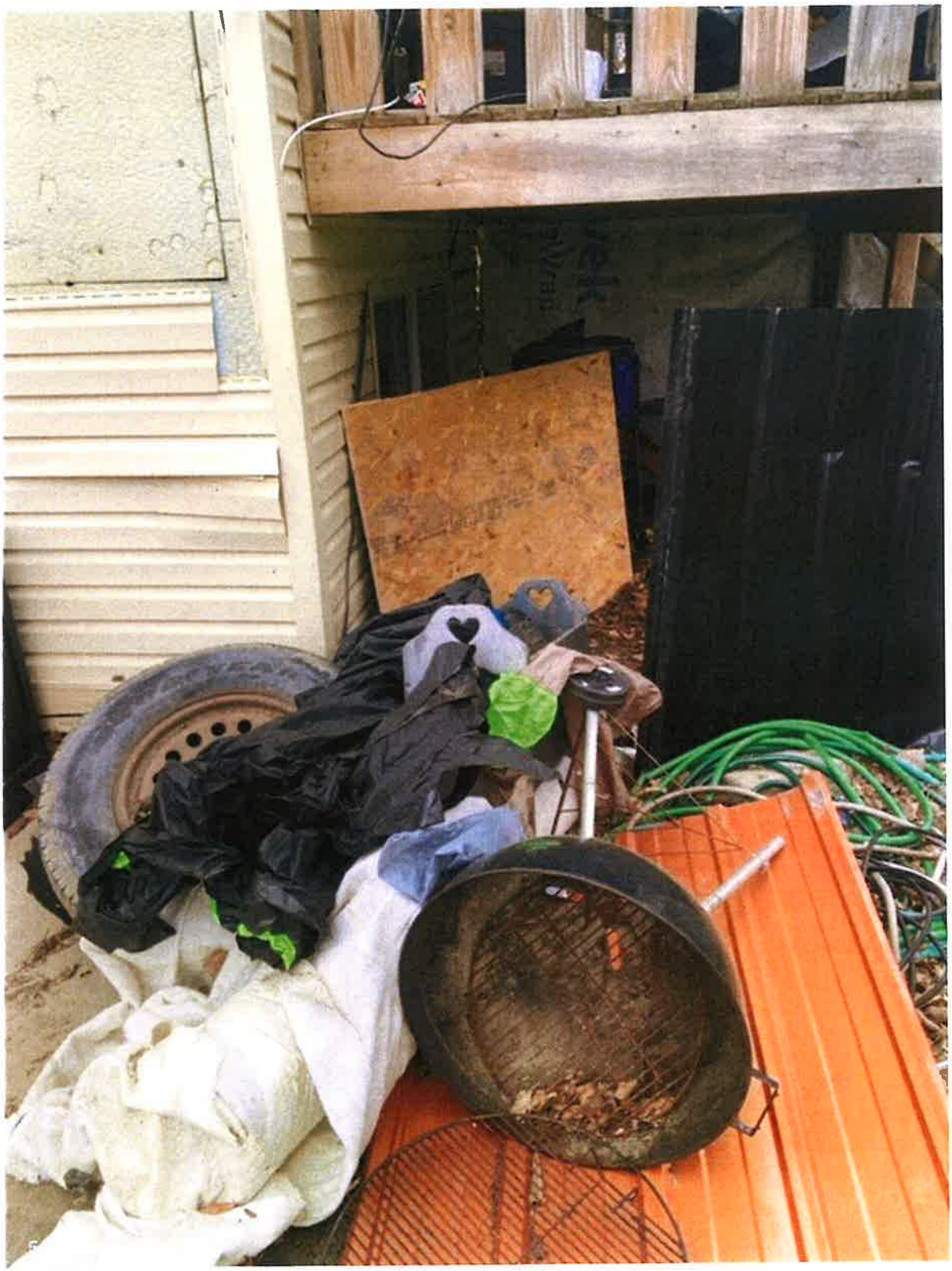





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5/6/2026 1:25:04PM




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M1111571
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5/8/2026 12:41:30 PM


Tyvek
eWrap.

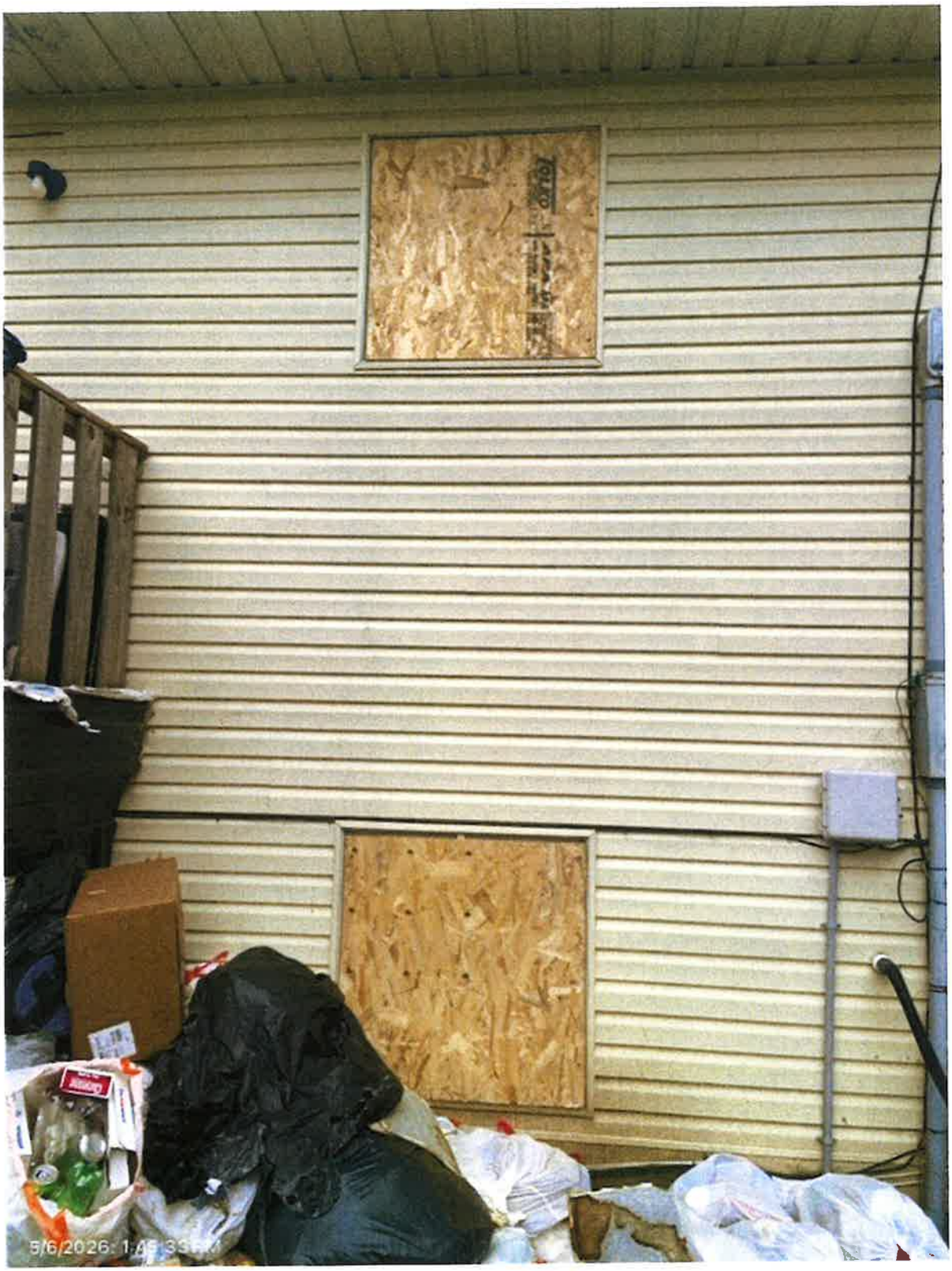


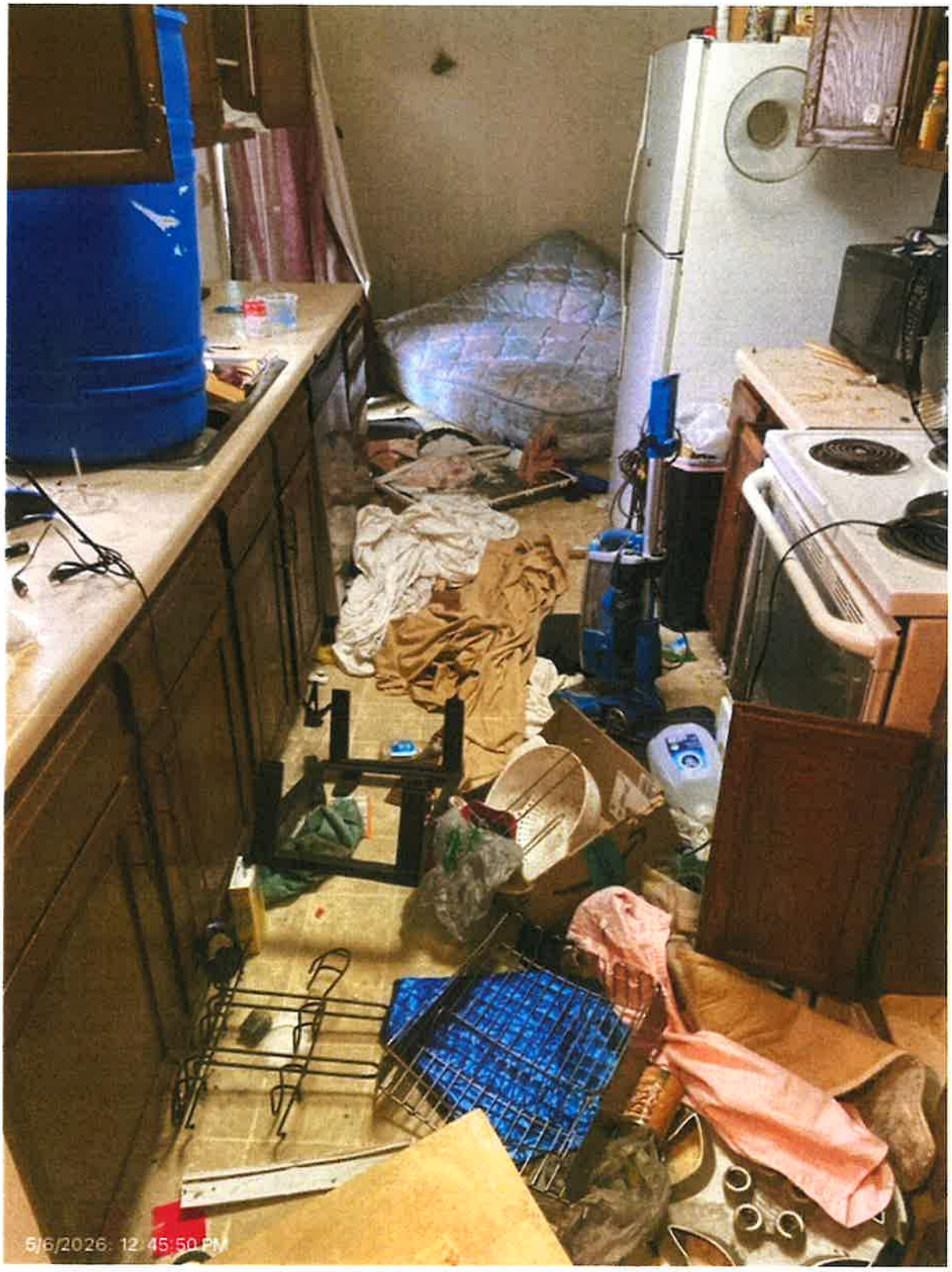

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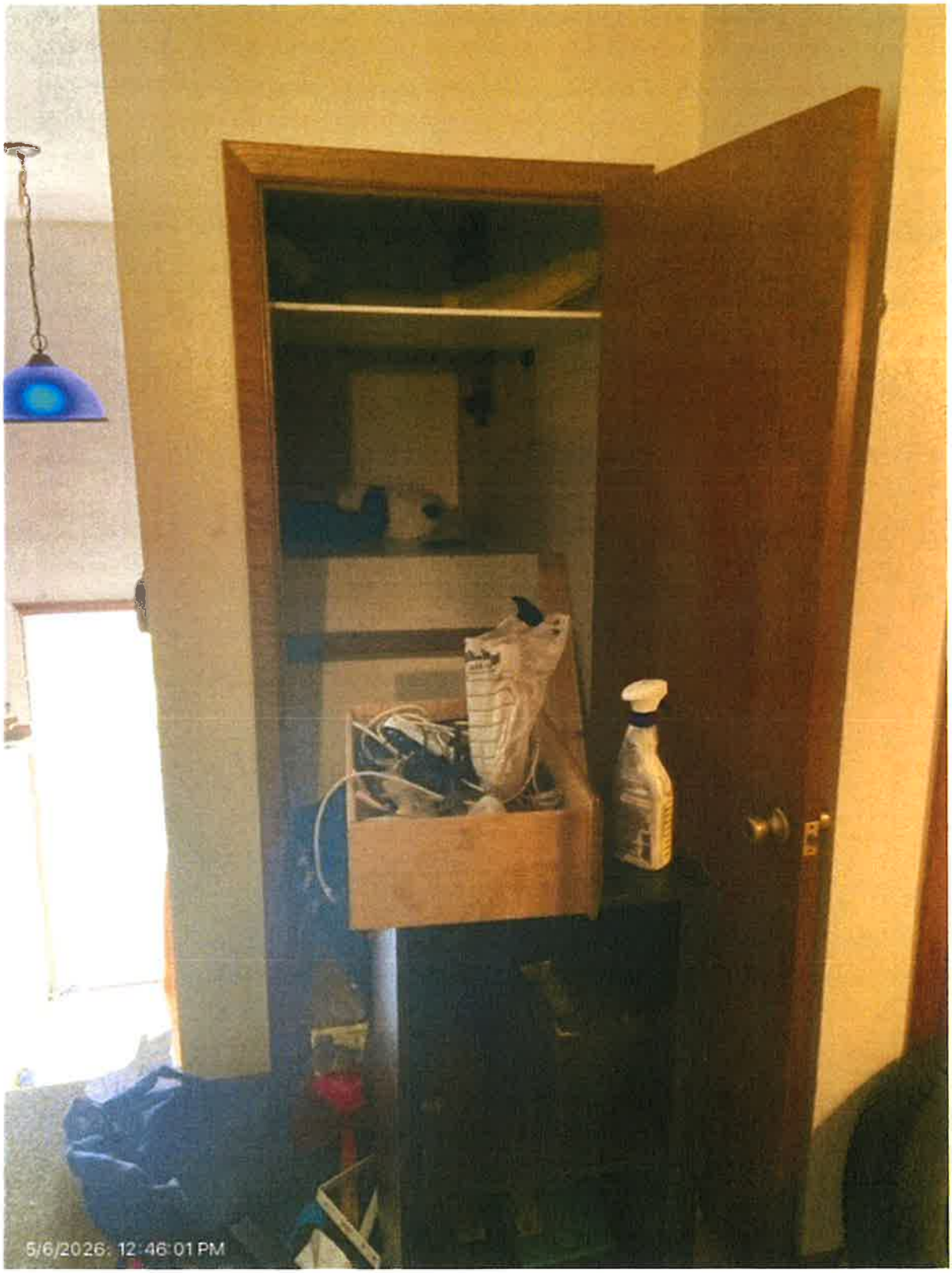



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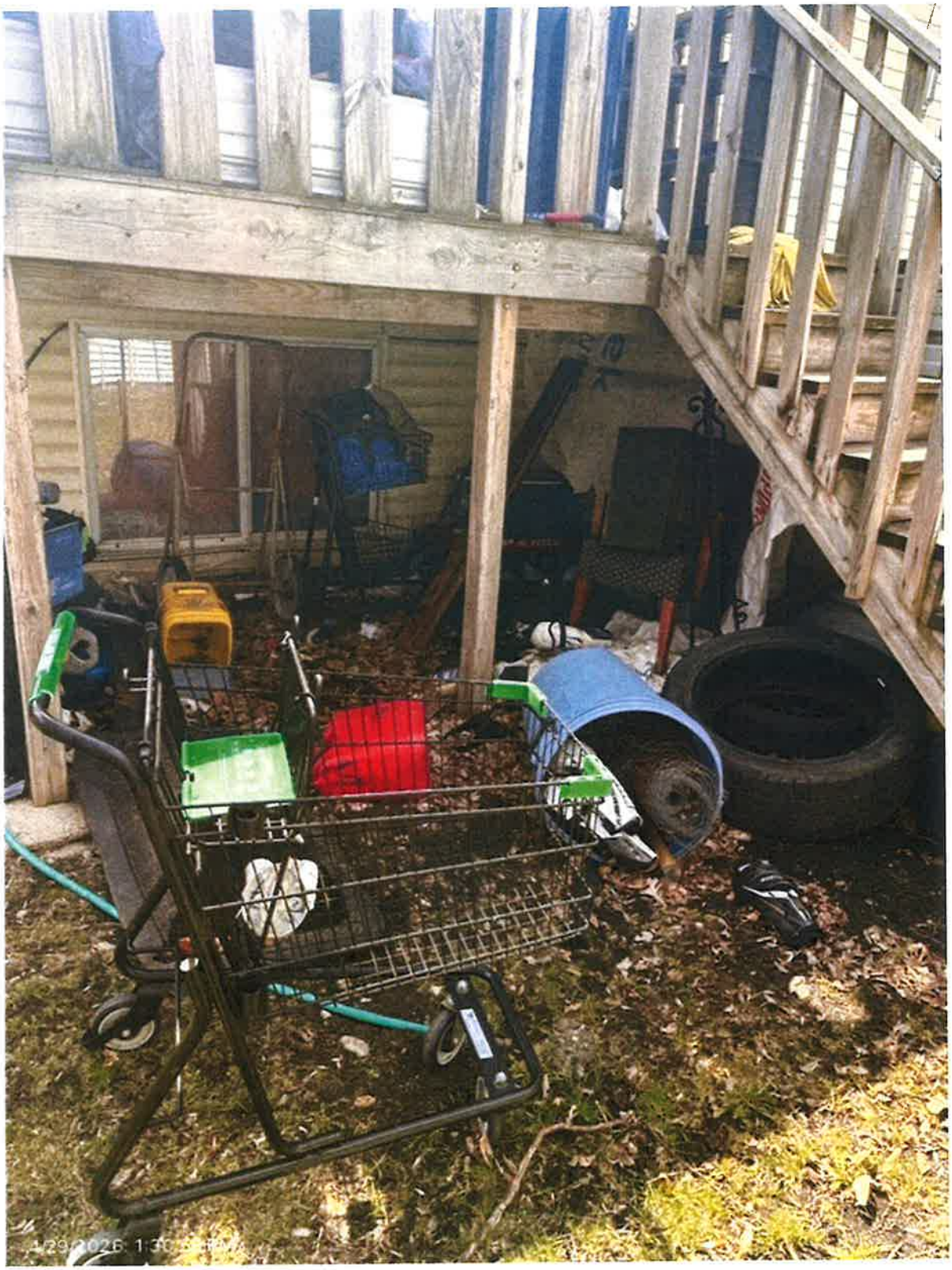

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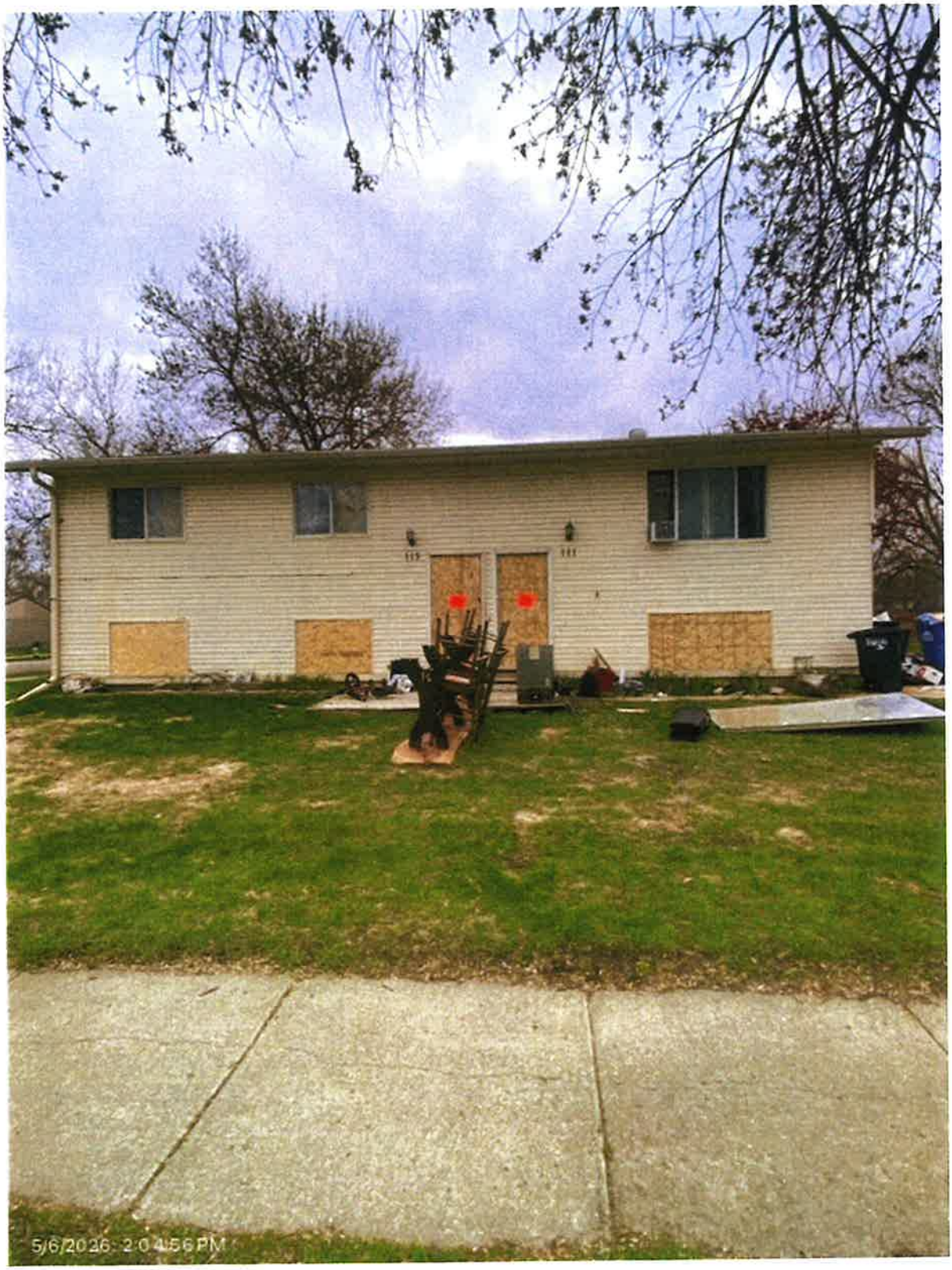

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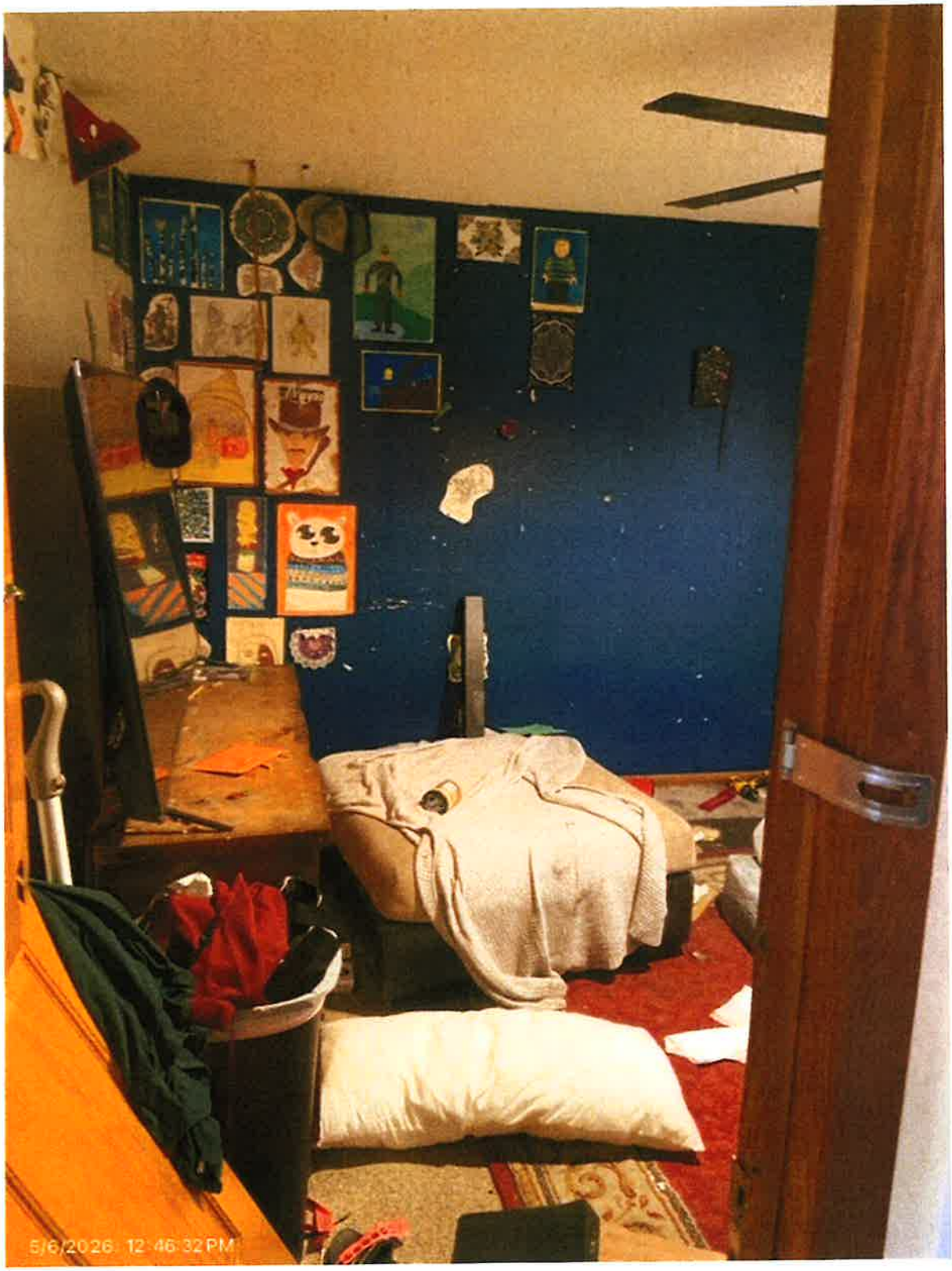

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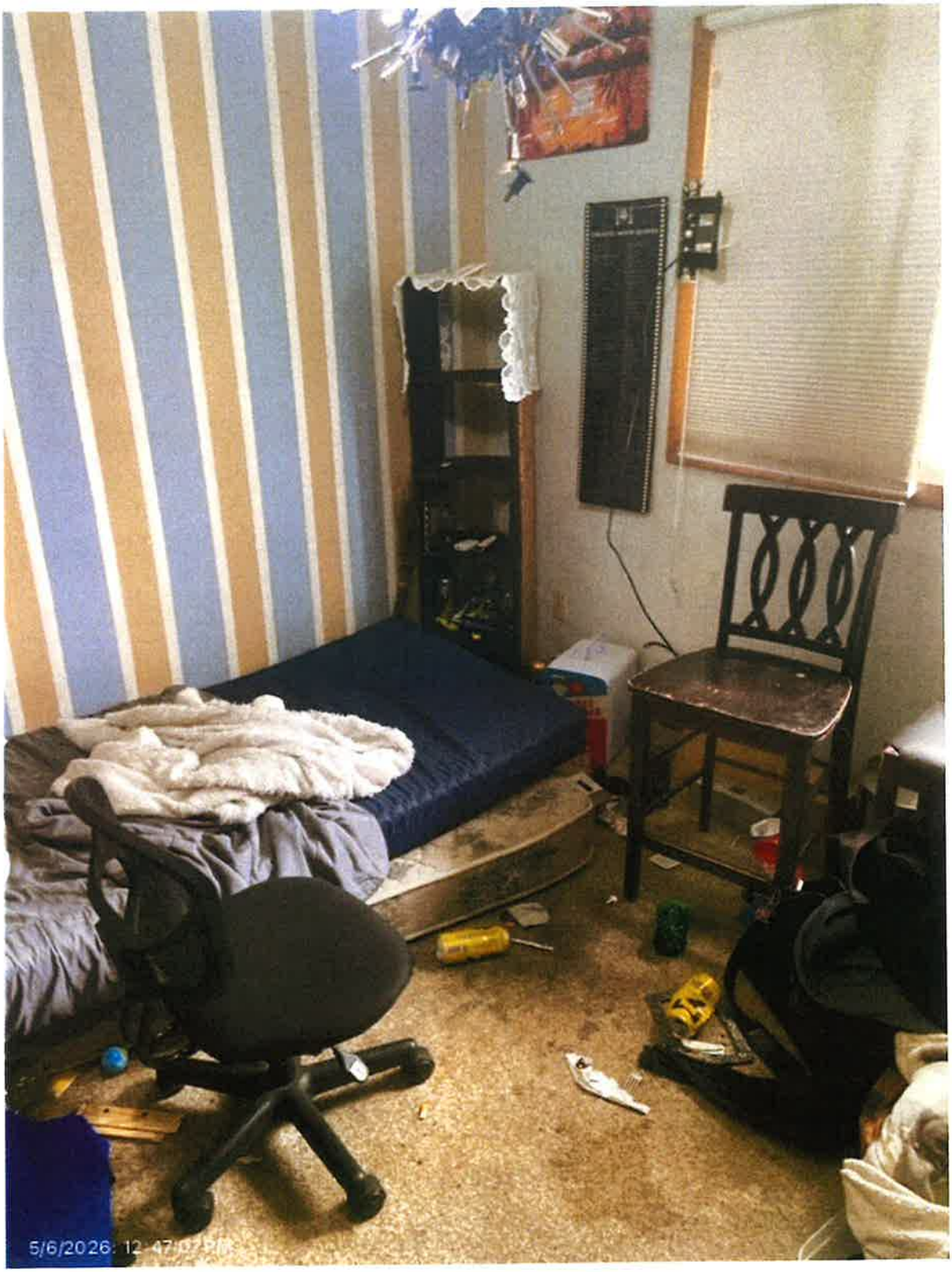

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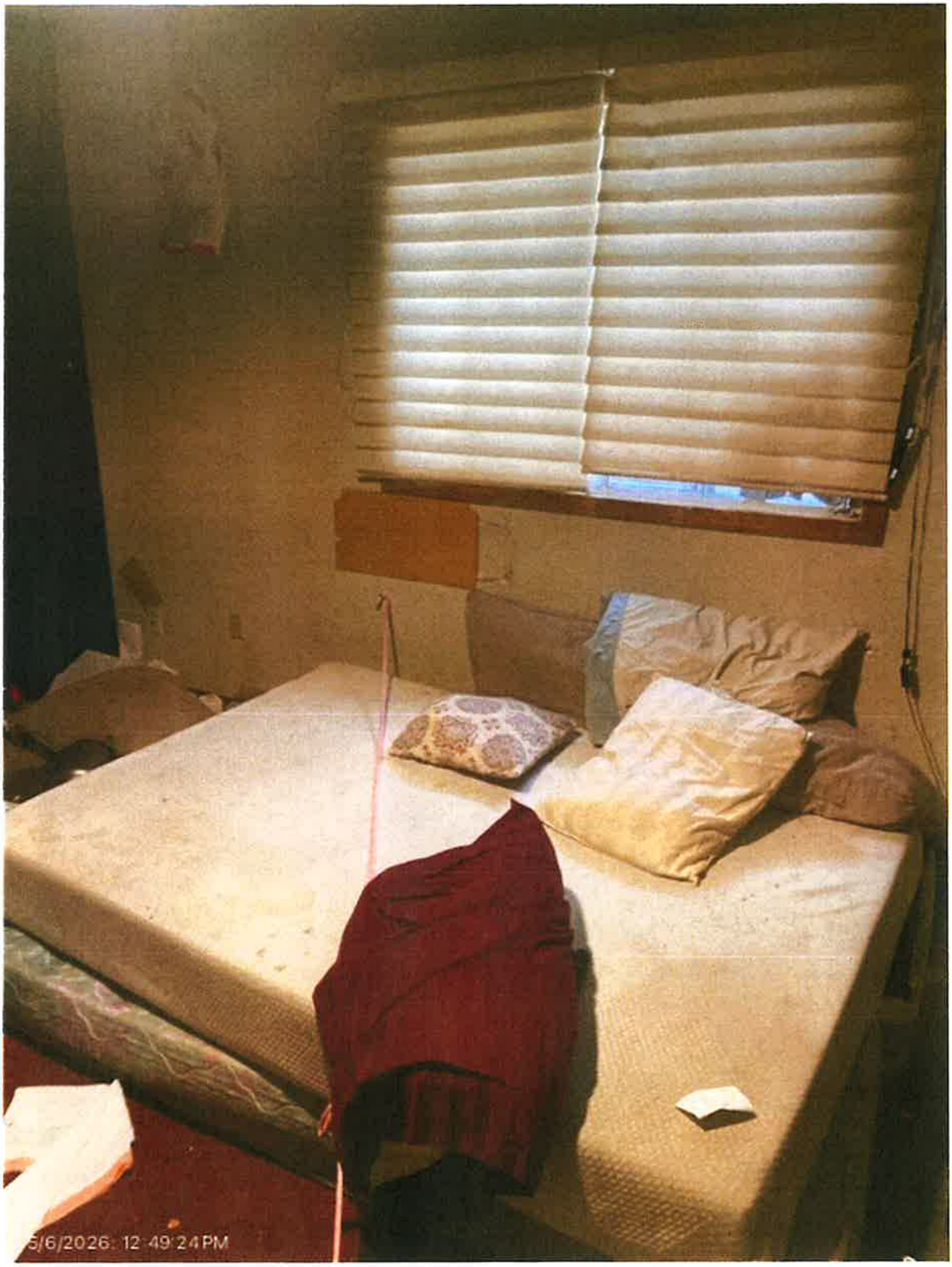

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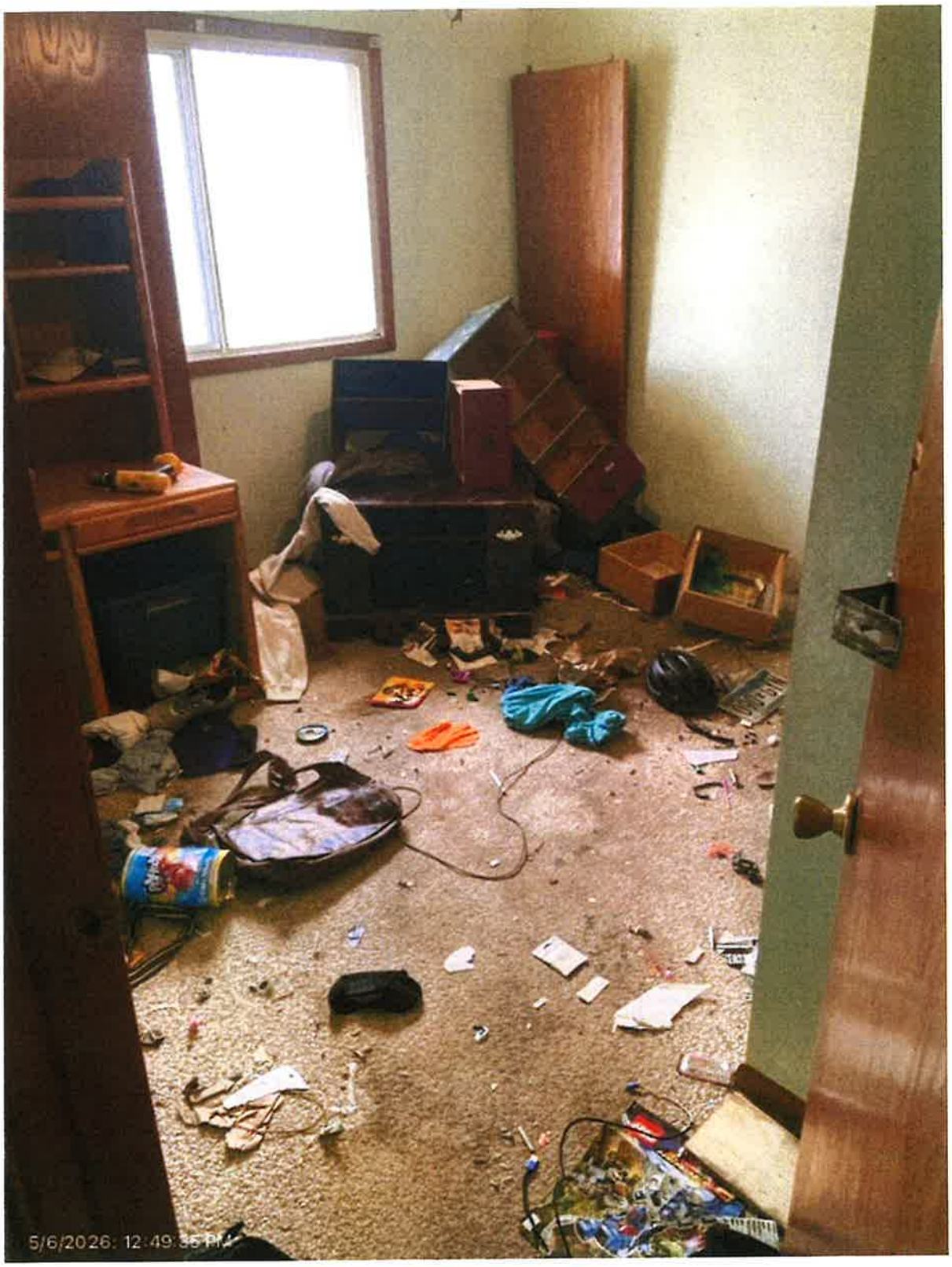

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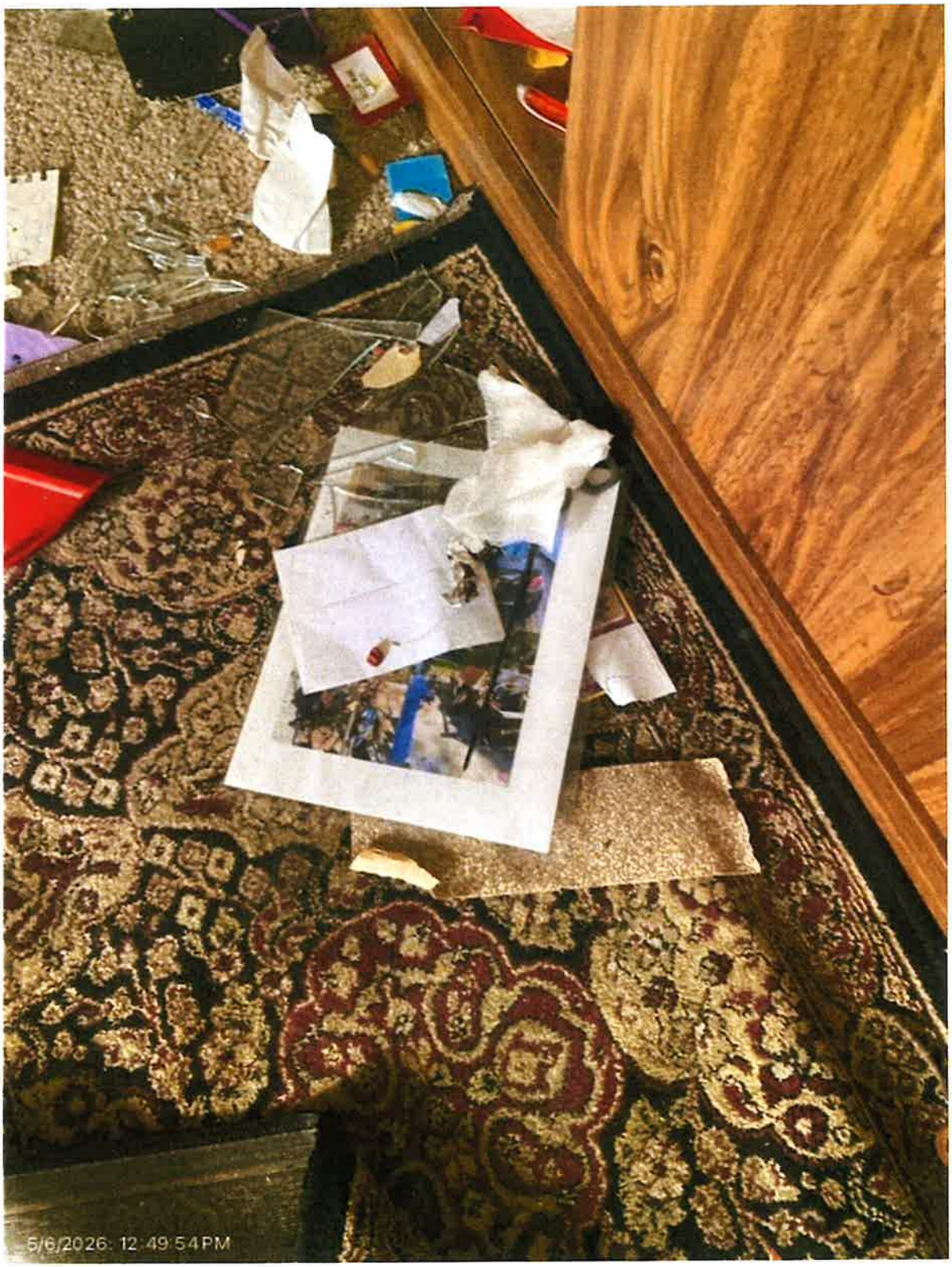

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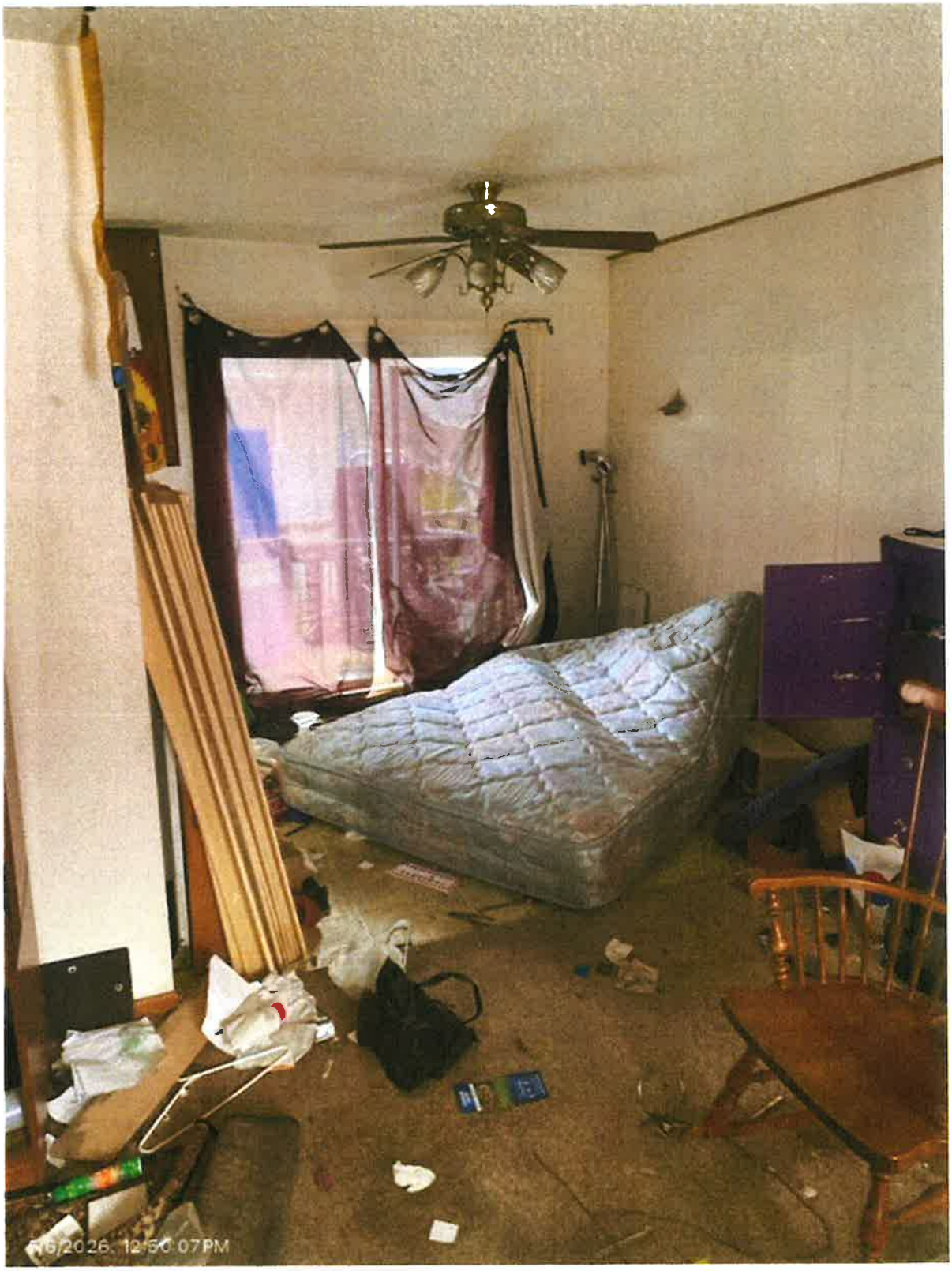
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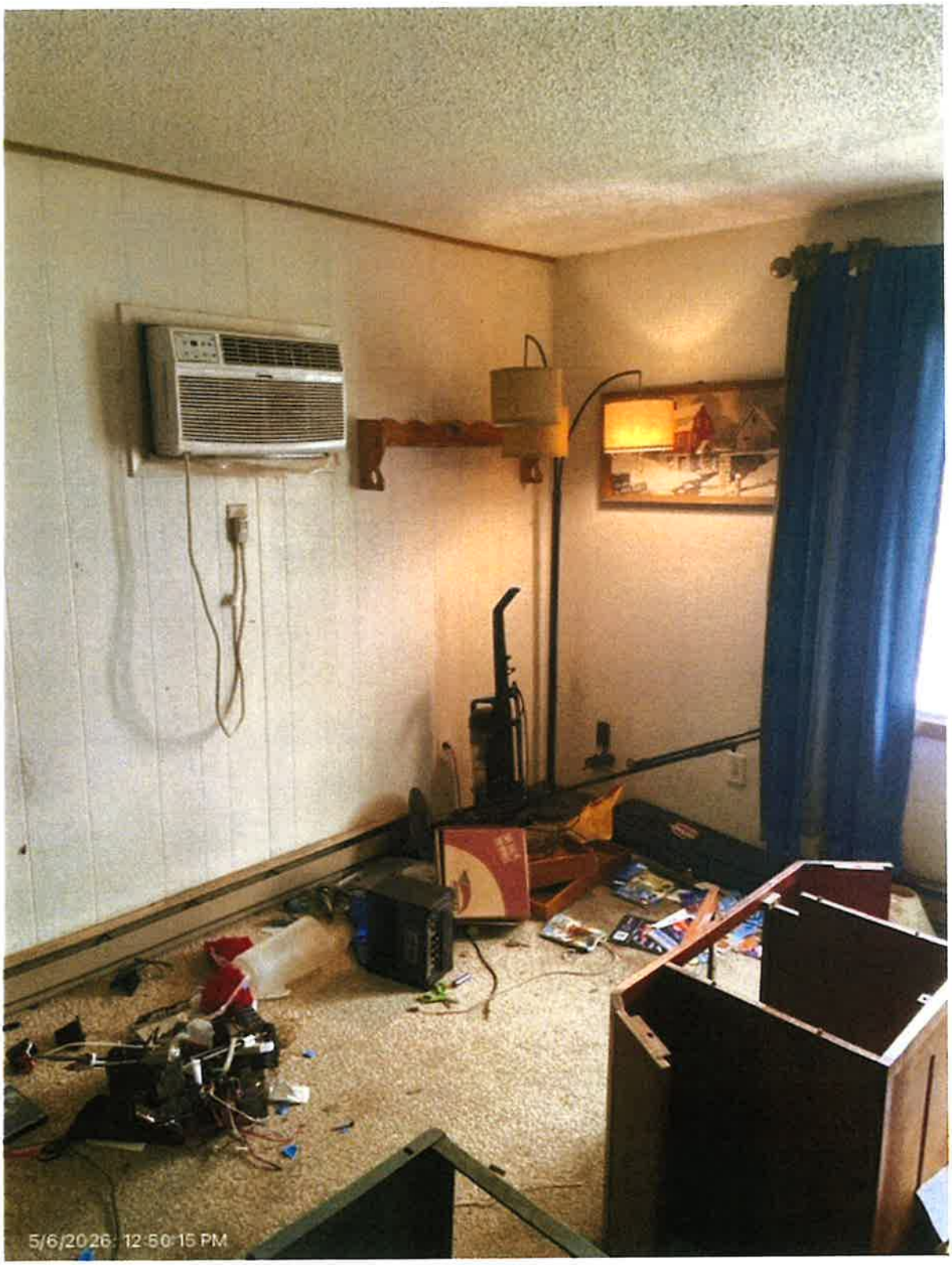

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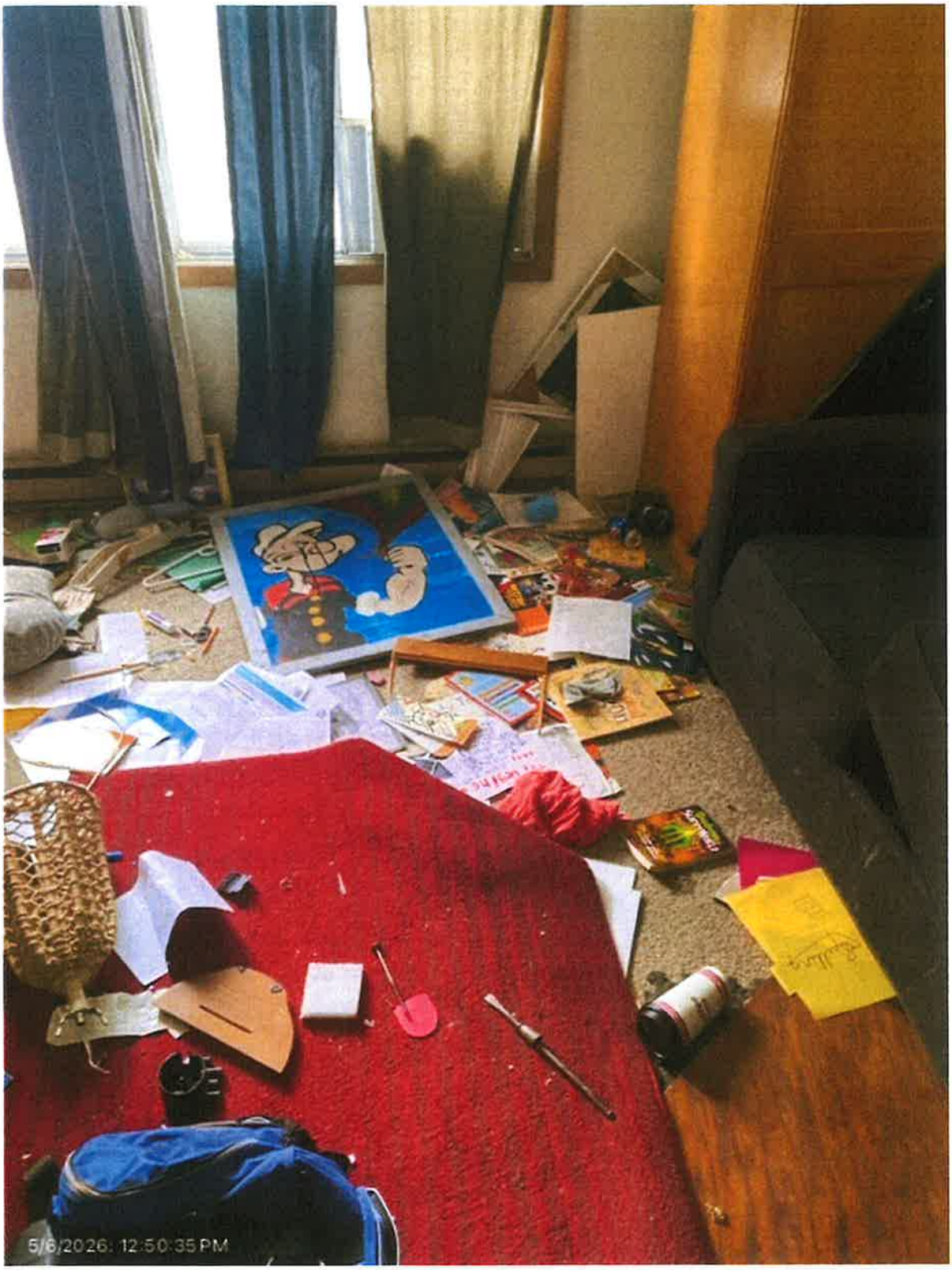

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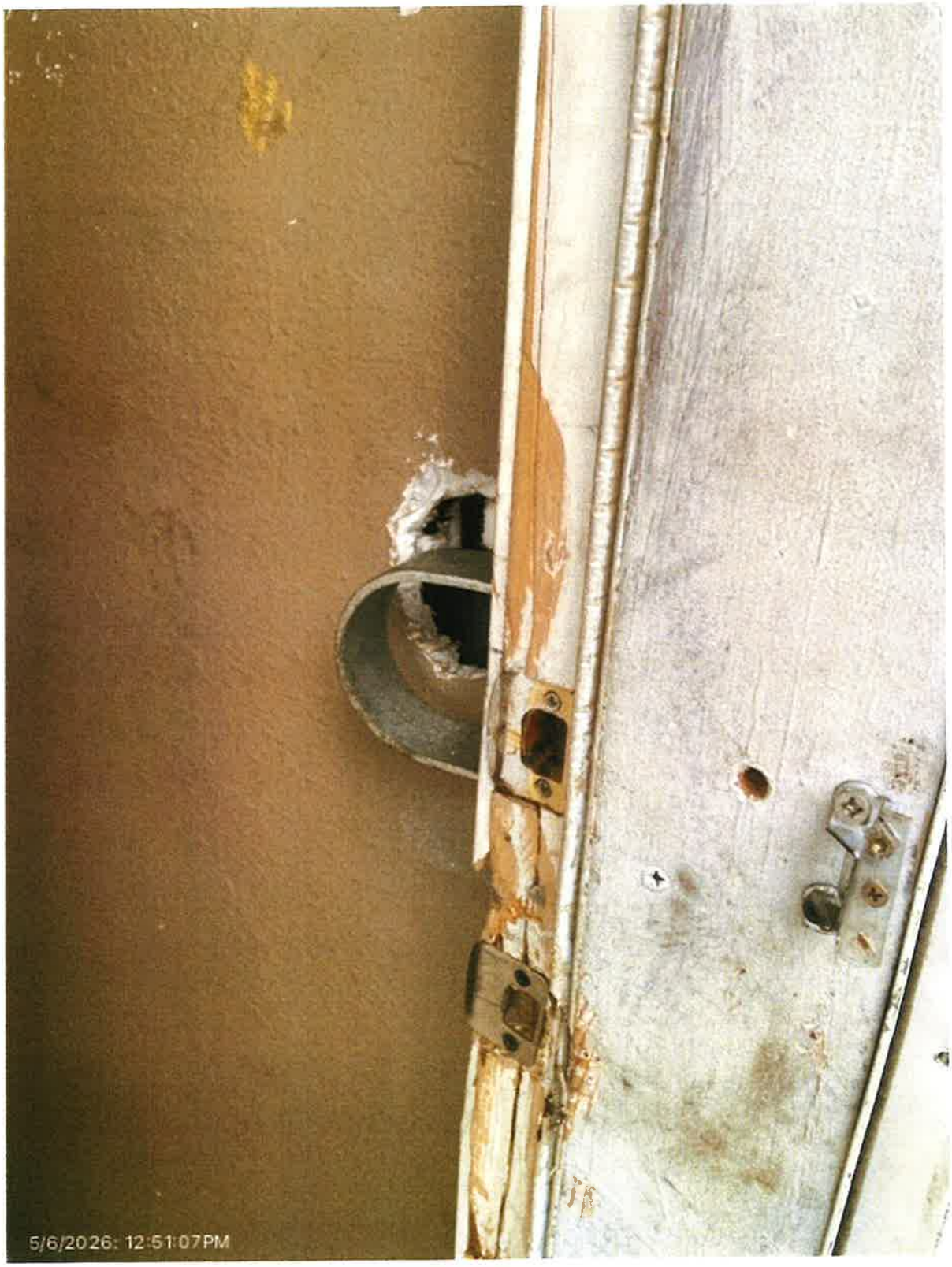

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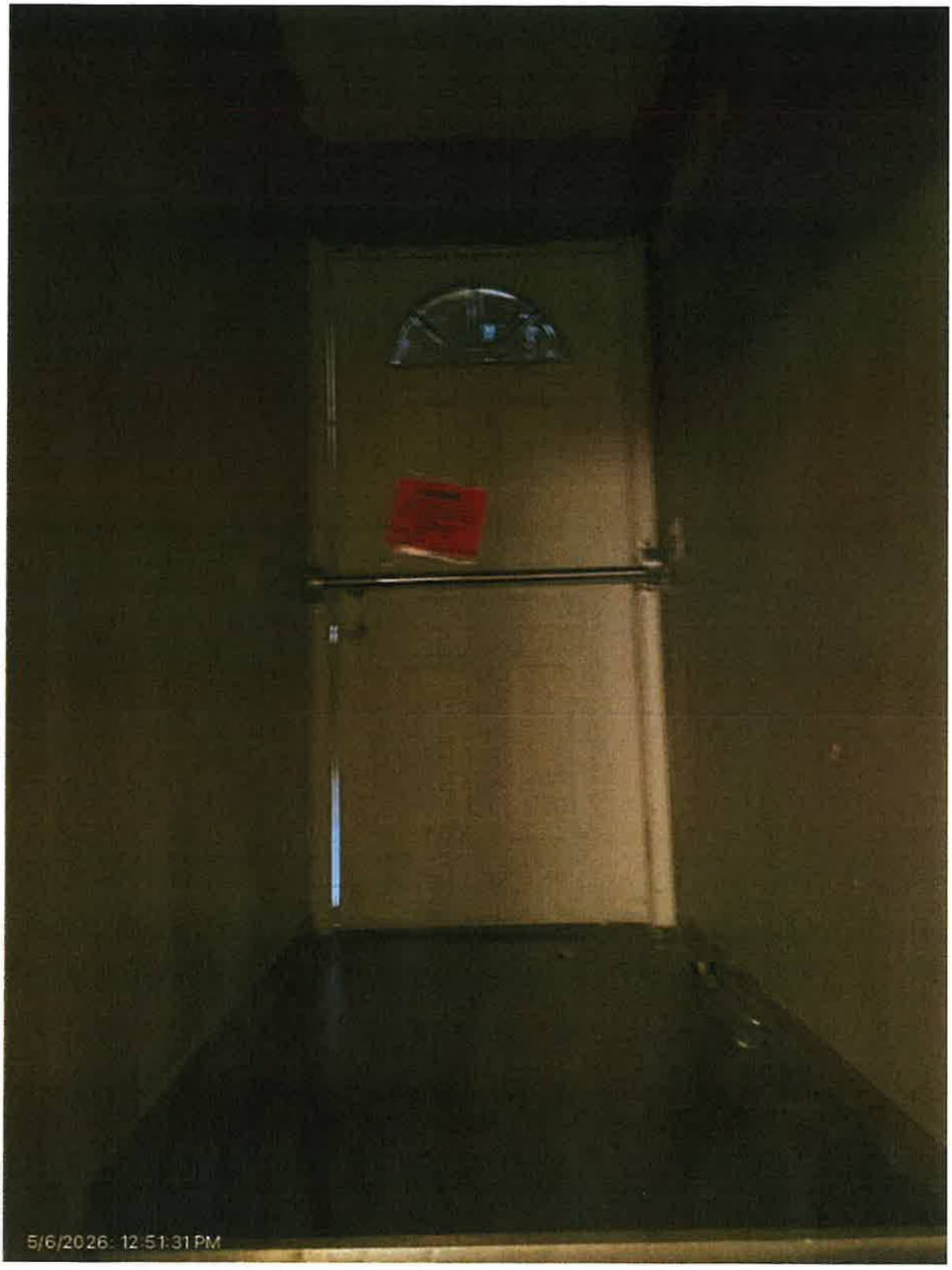

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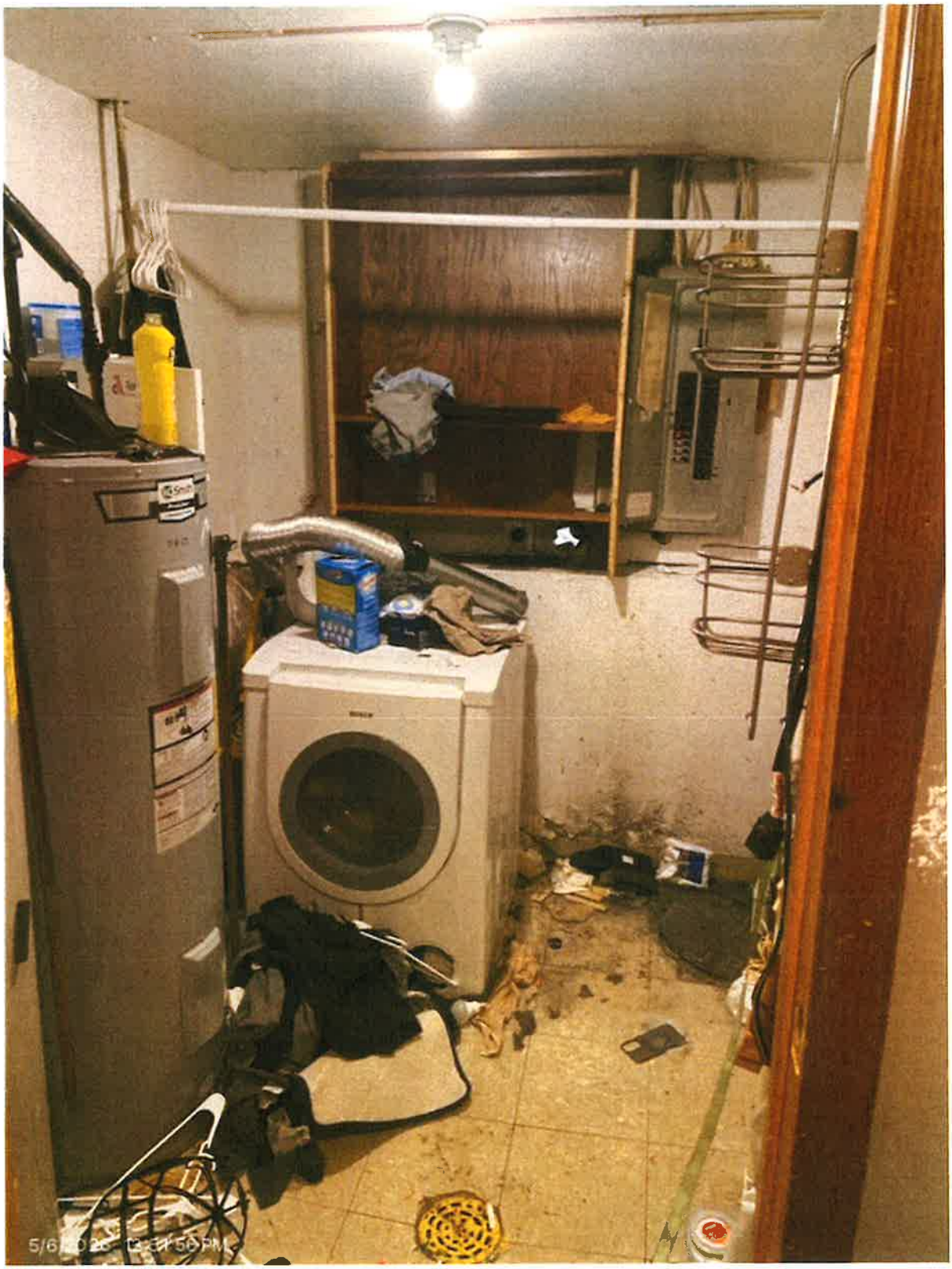

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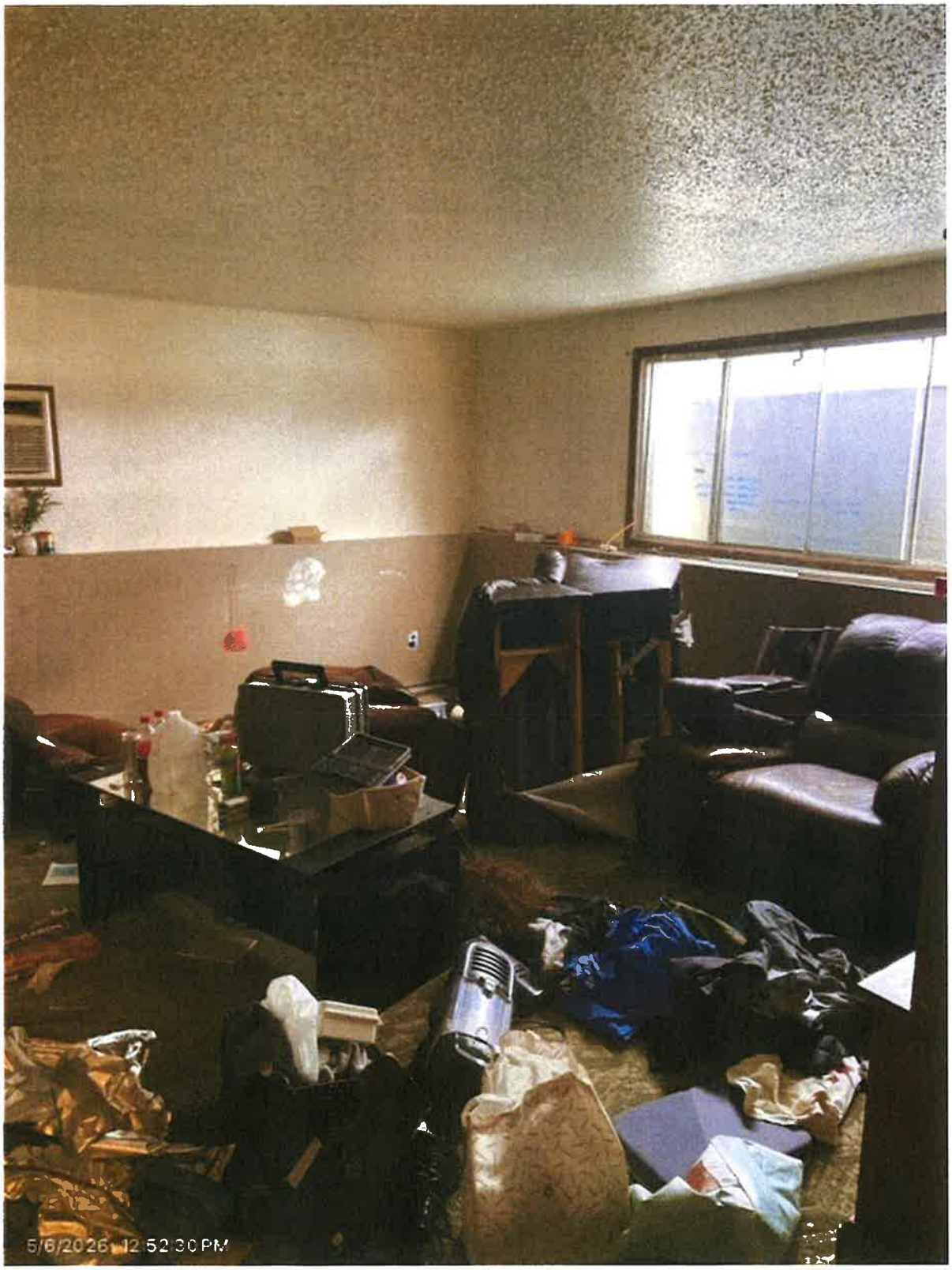

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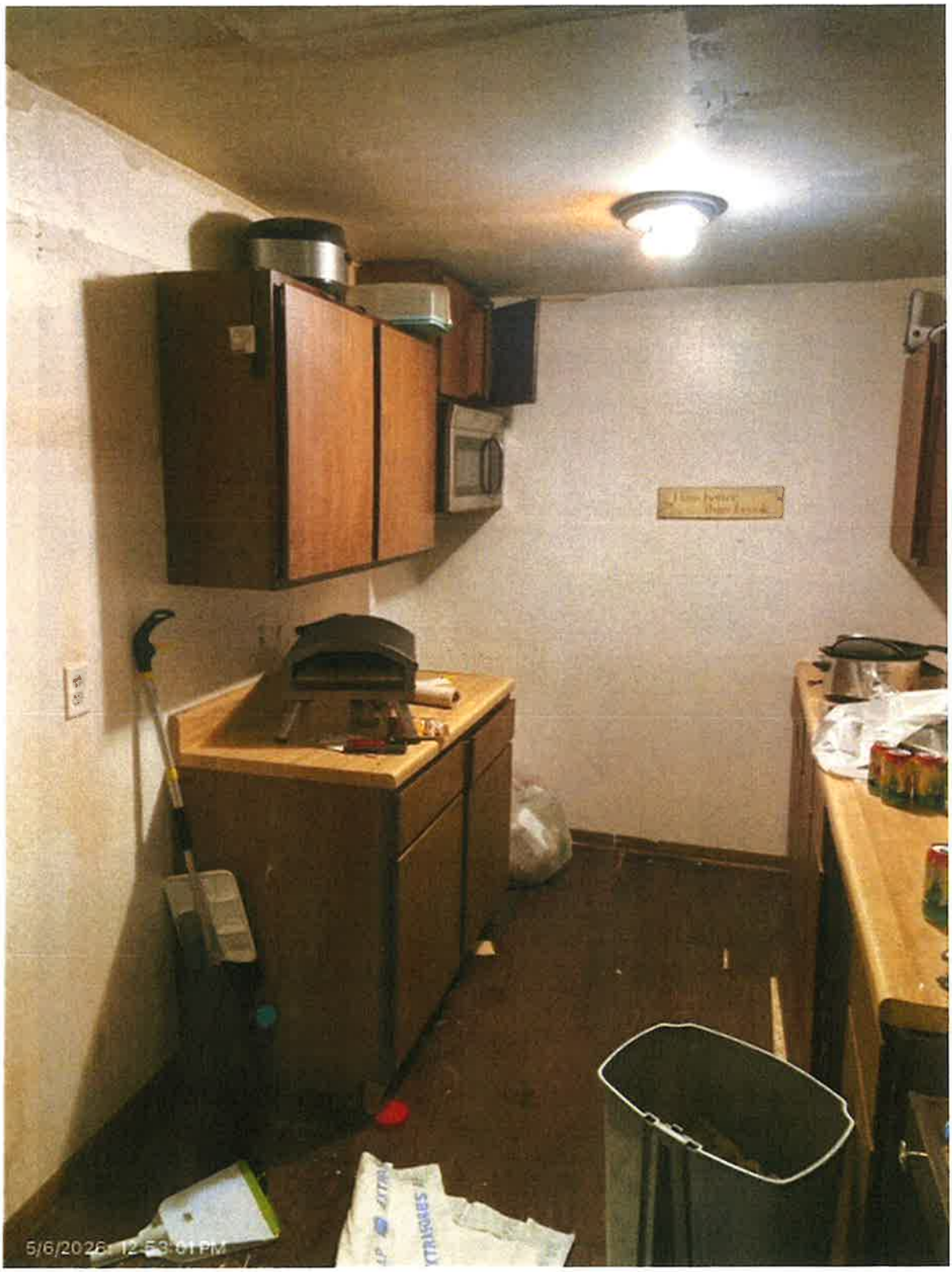

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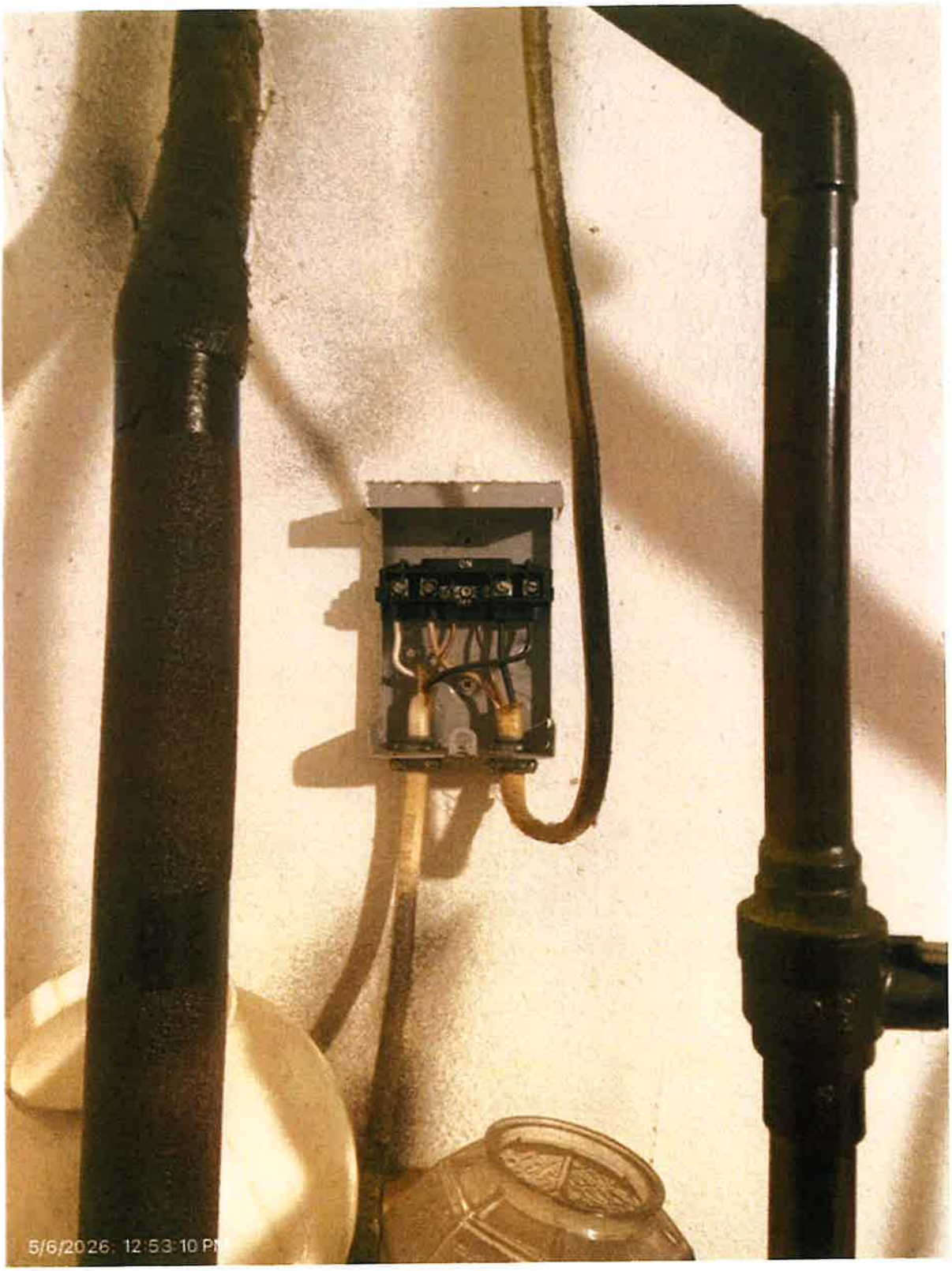



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5/6/2026 12:52:30 PM


5/6/2026 12:52:44 PM


5/6/2026 12:53:01 PM


5/6/2026, 12:53:10 PM


AO Smith
ProLine
COMMERCIAL GRADE
7-6-22
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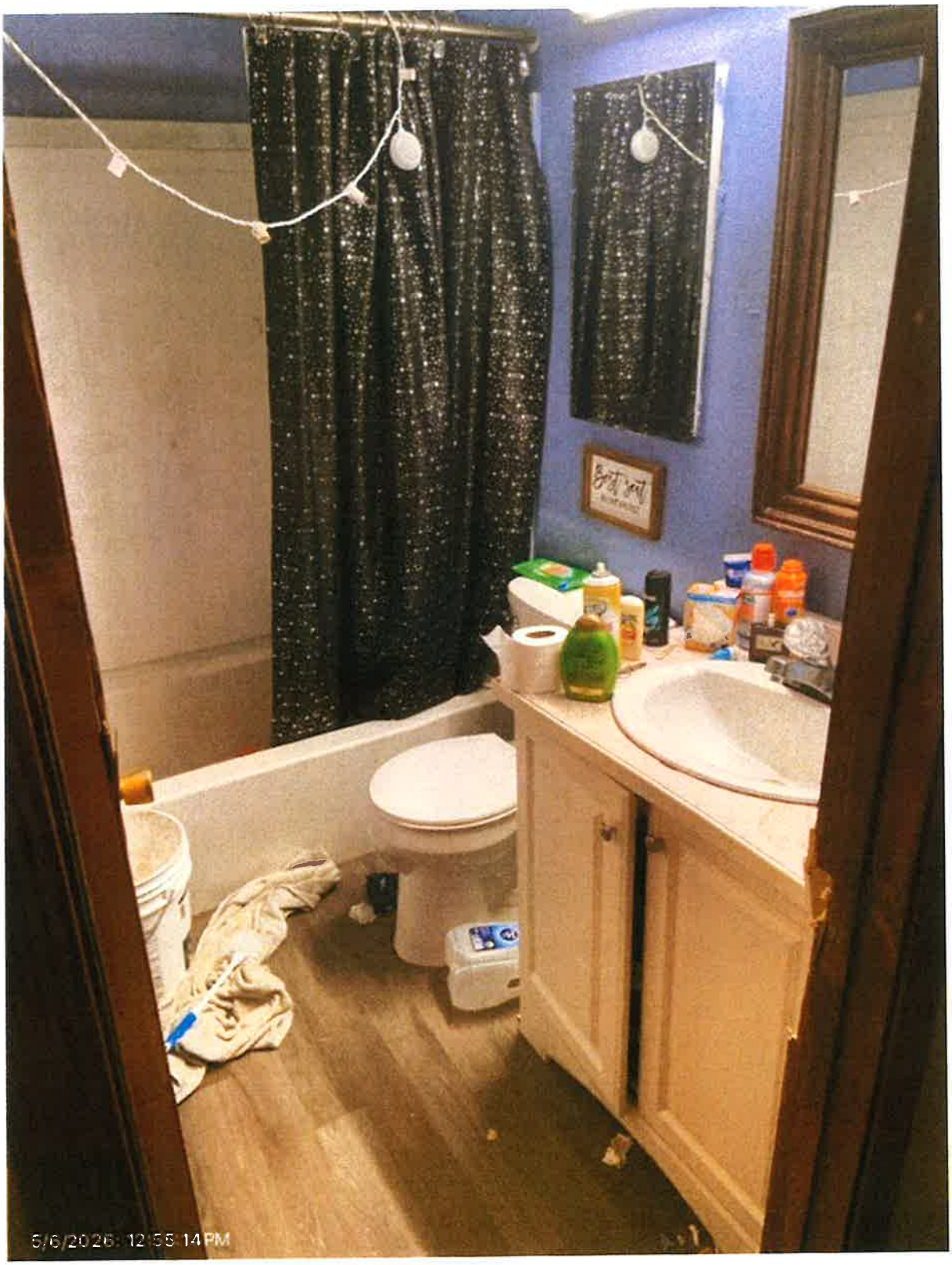


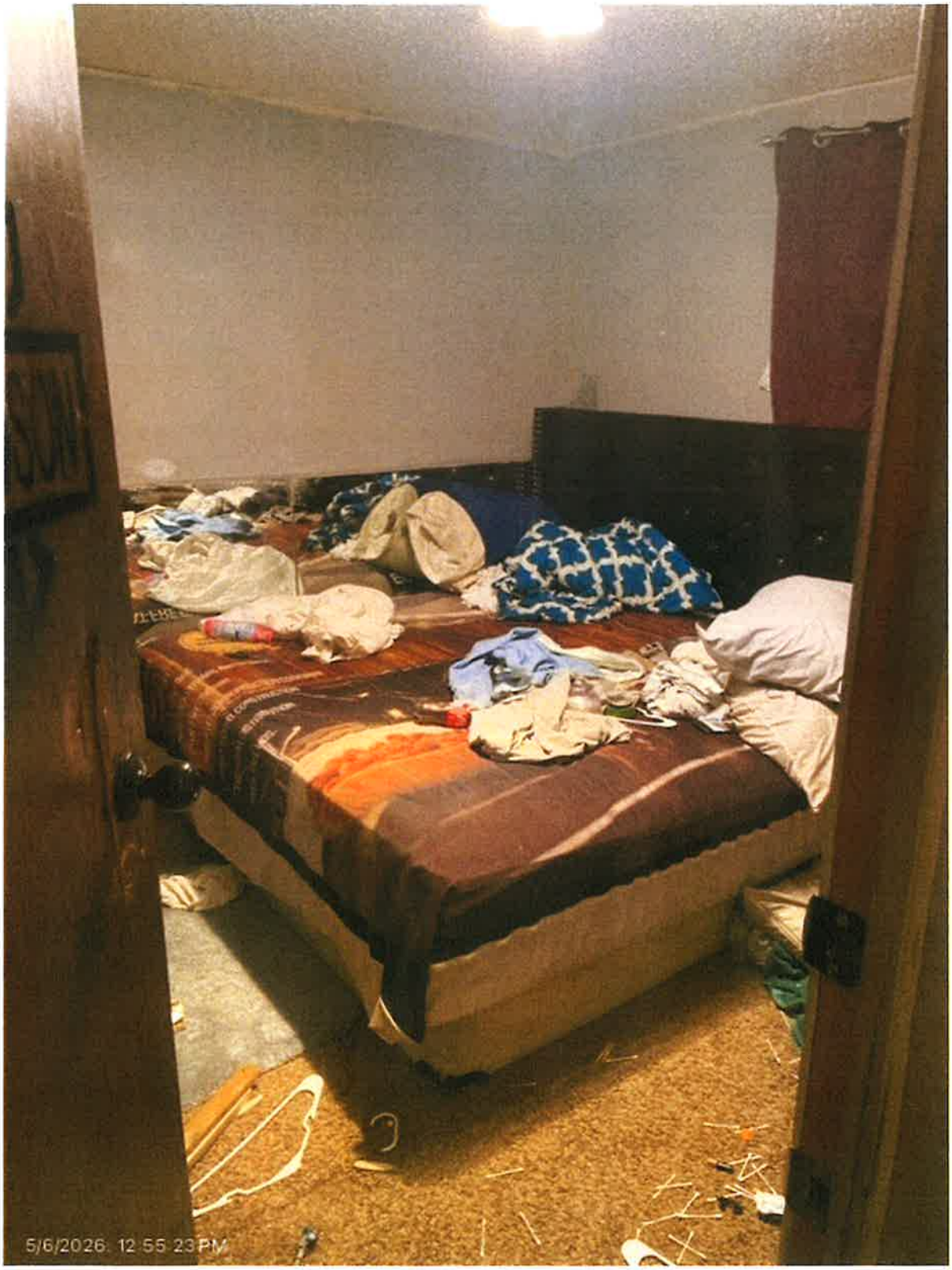

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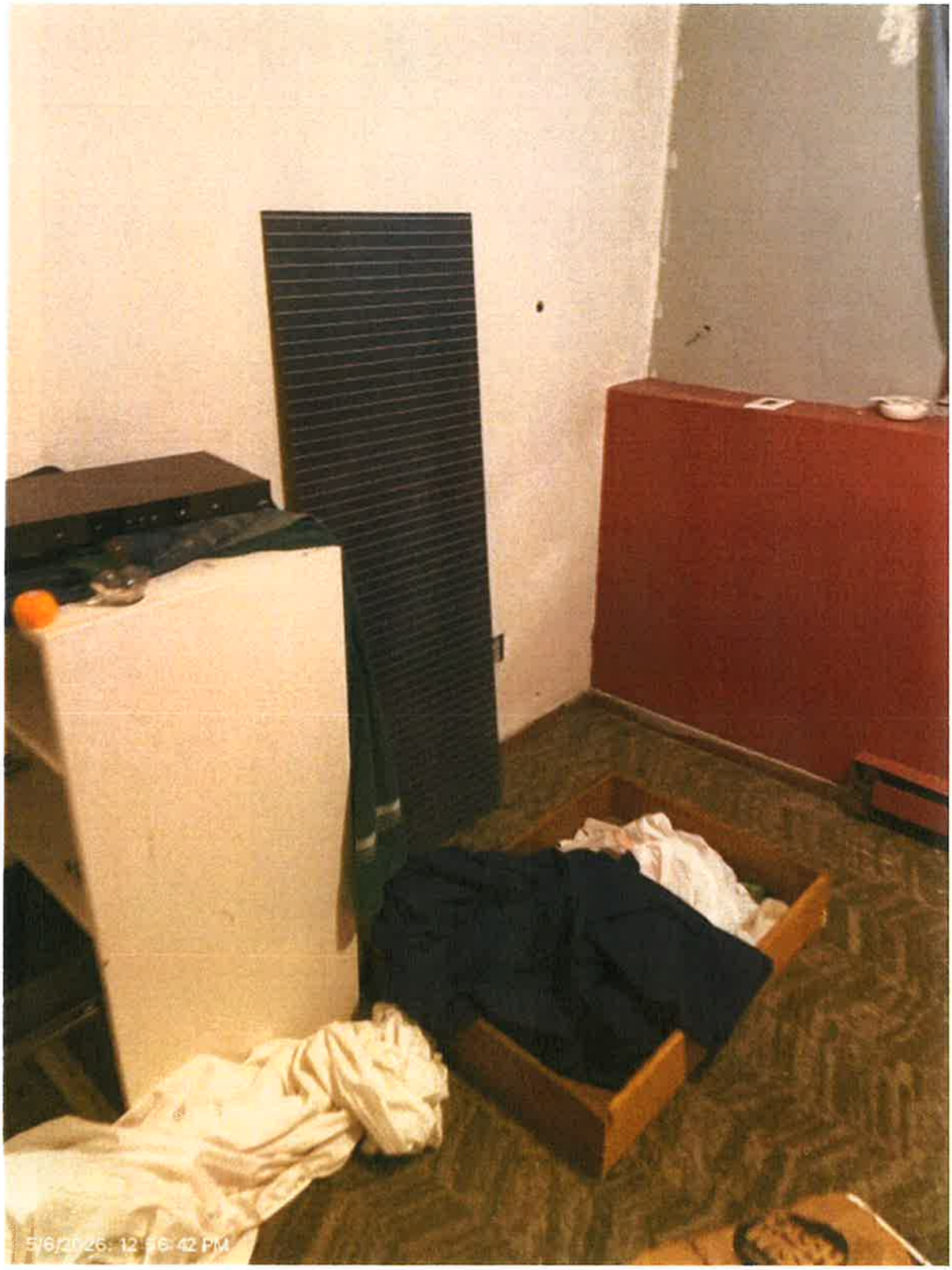

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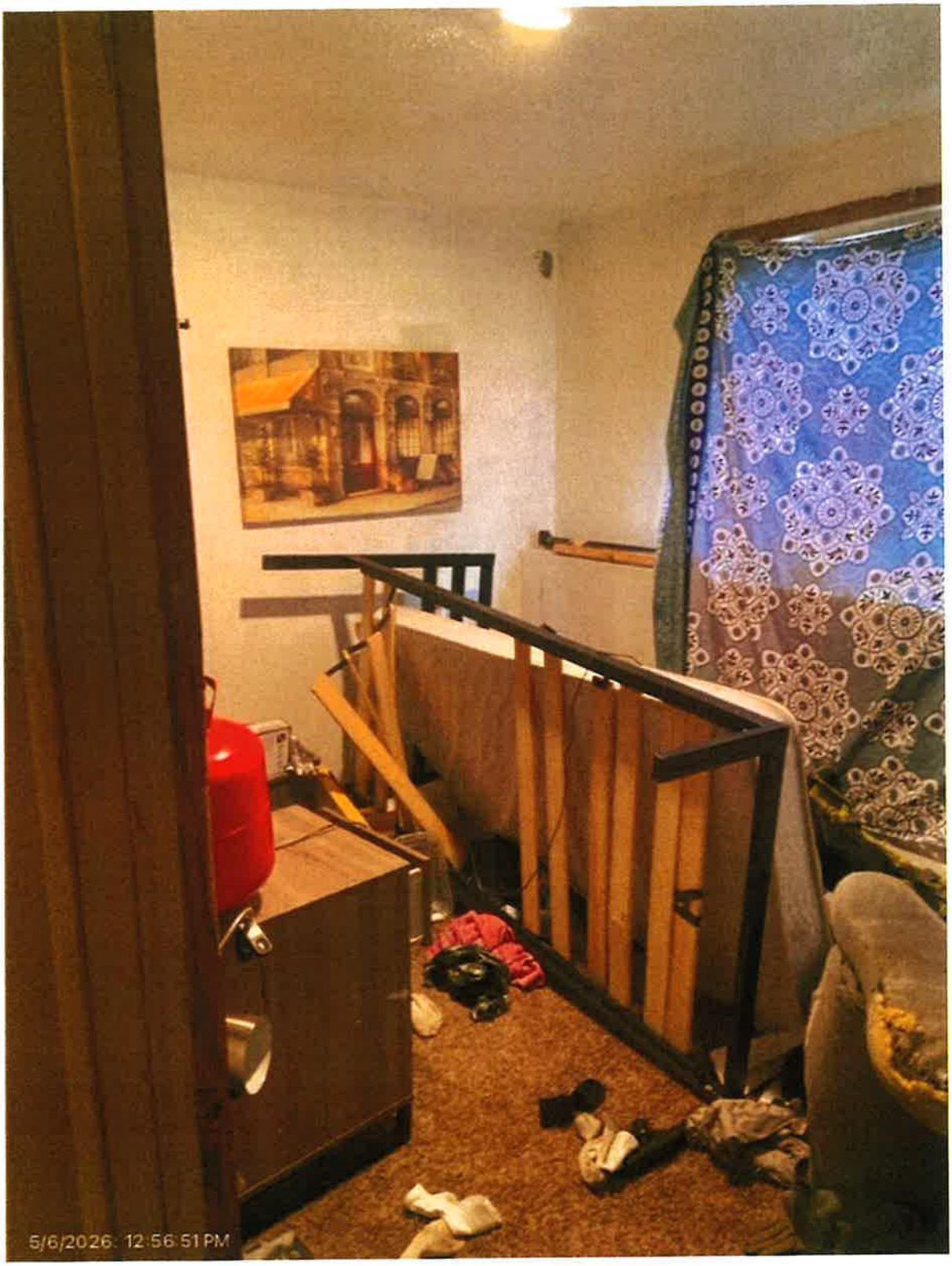

5/6/2026: 12:56:04 PM


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NO HEADACHE!
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MAGNUM
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Increases TIME of INTERCOURSE
Increases SIZE and HARDNESS
Increases STAMINA and SEX DRIVE
1 Capsule for 9 DAYS
3 Extreme
100% NATURAL
100% Natural Herbal Extract
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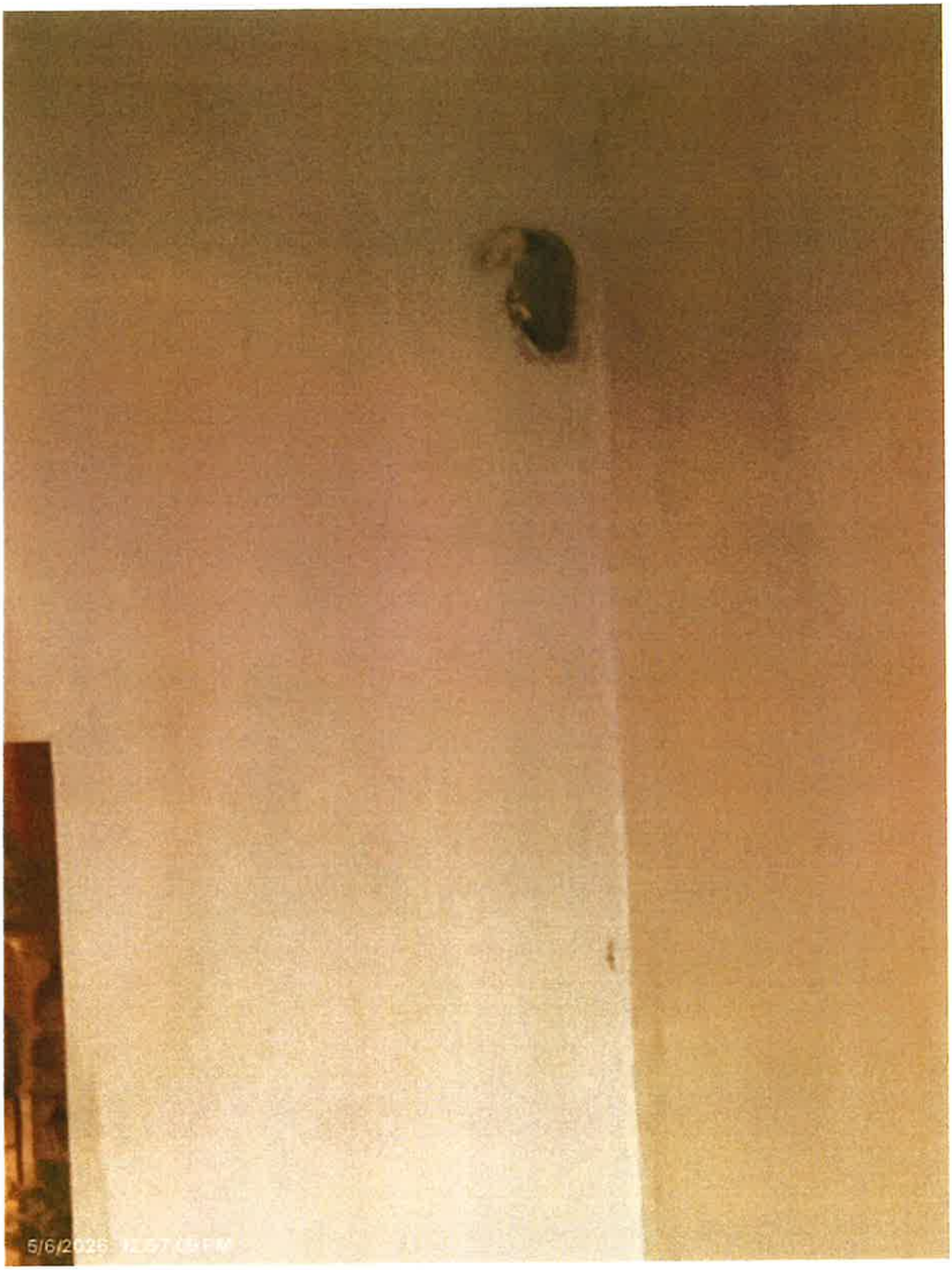

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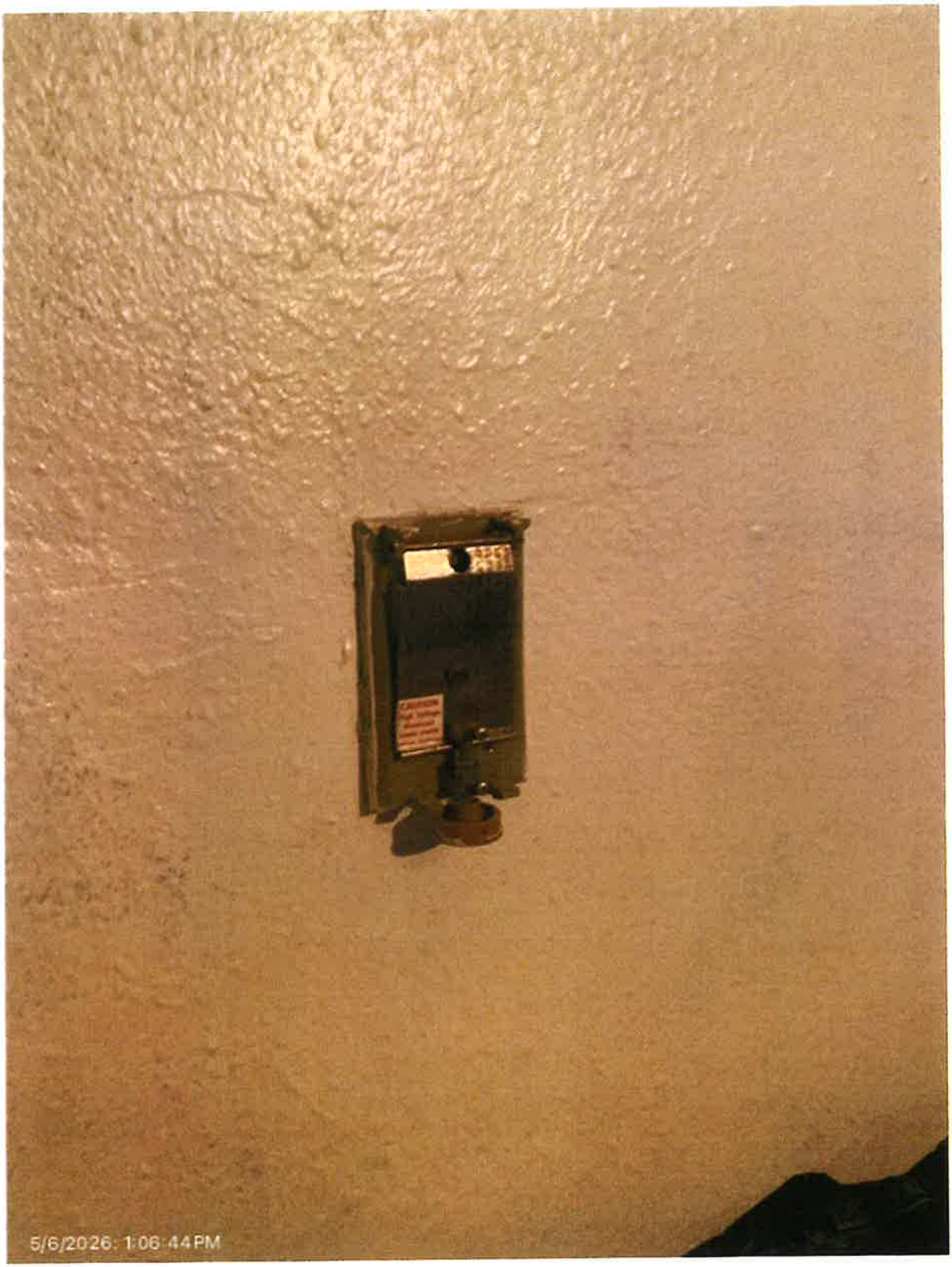

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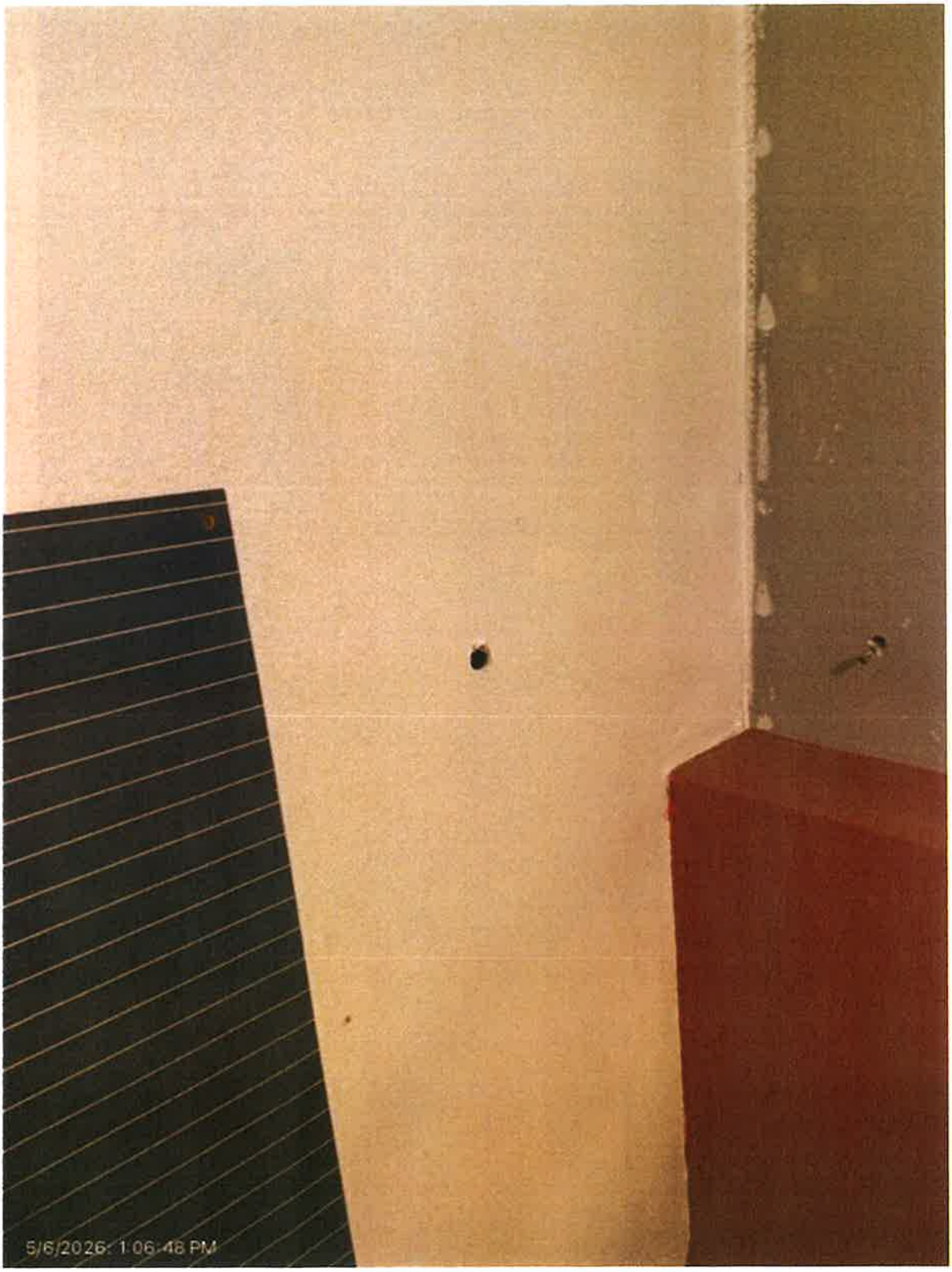

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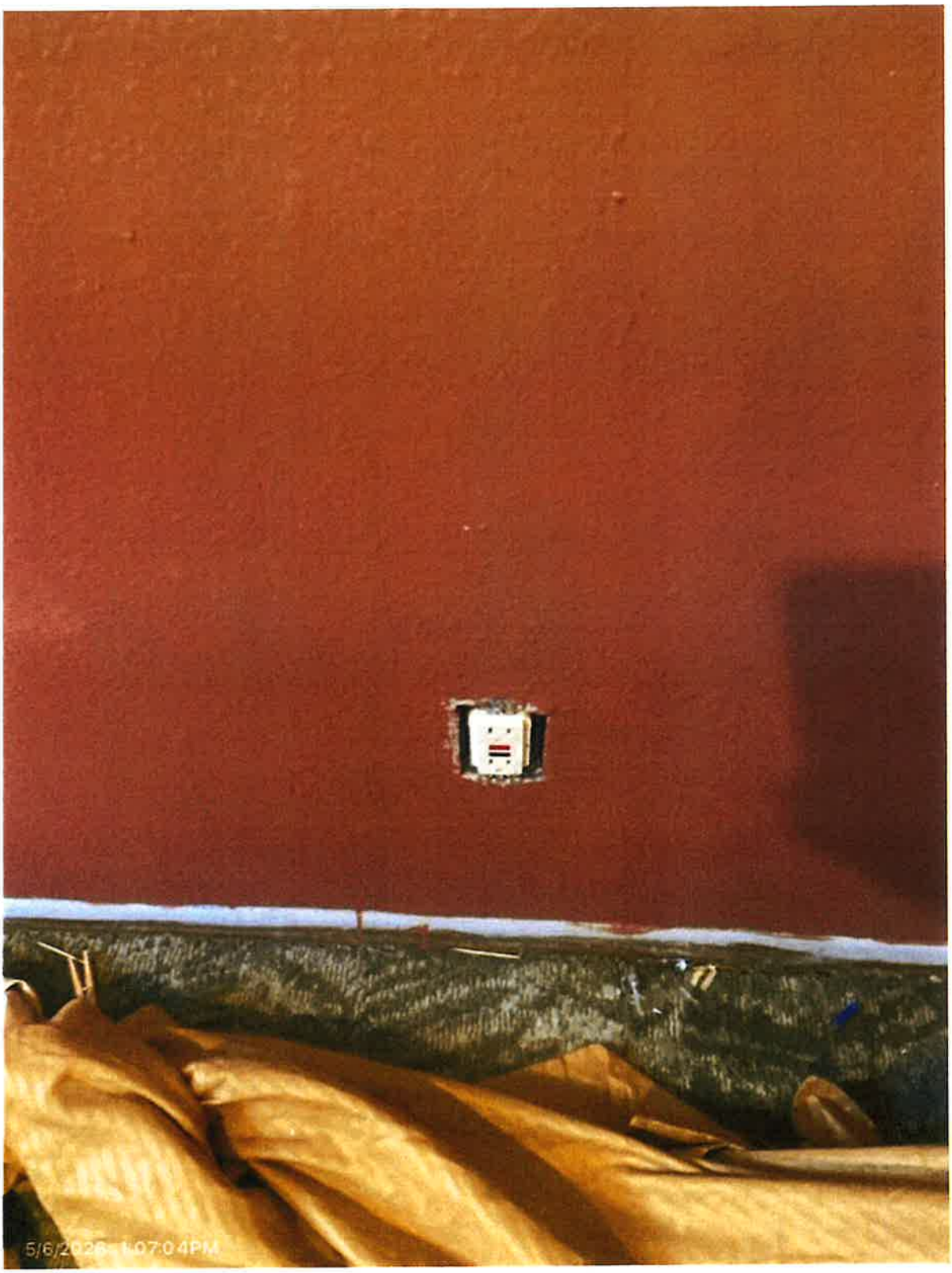

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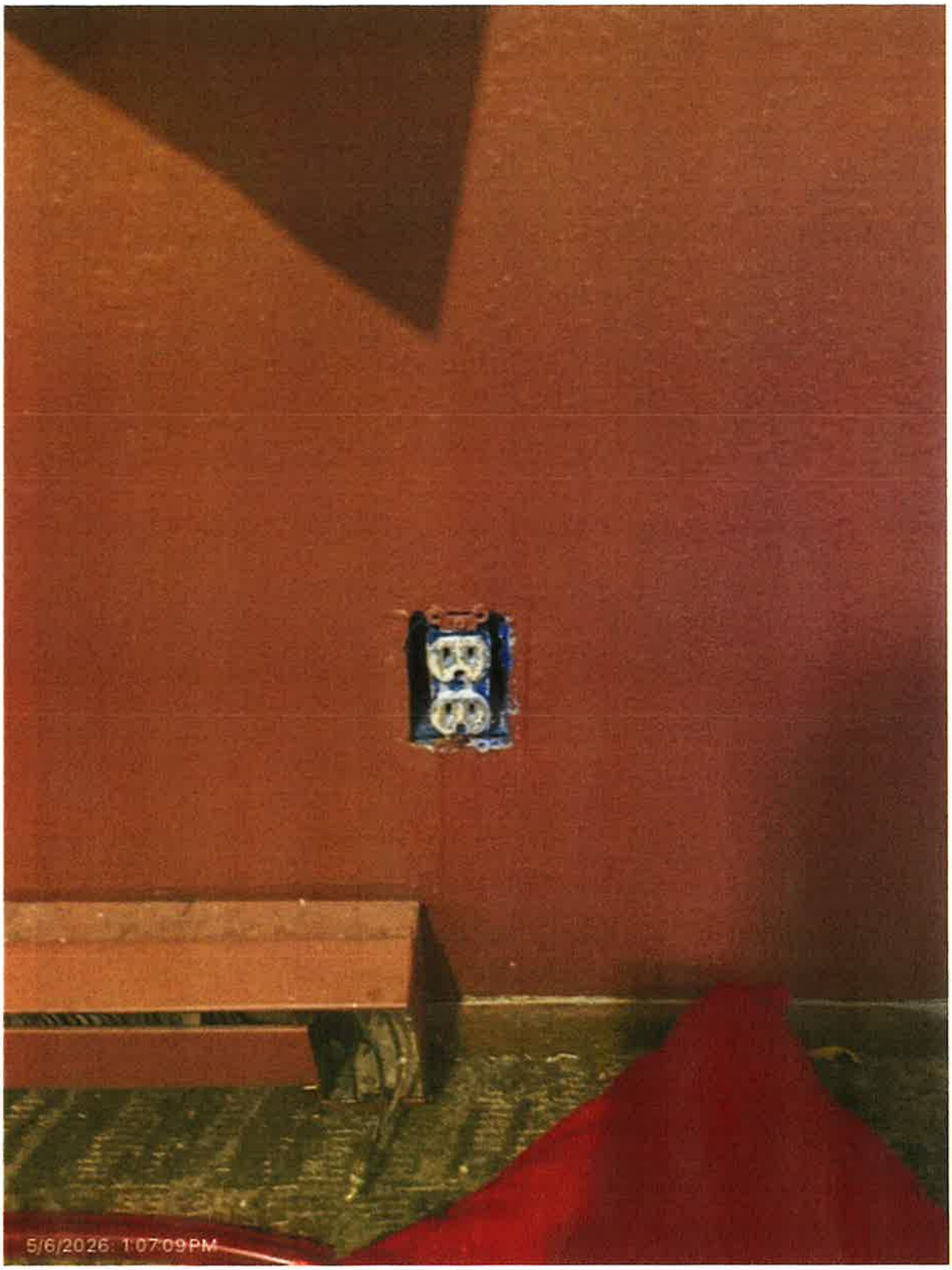

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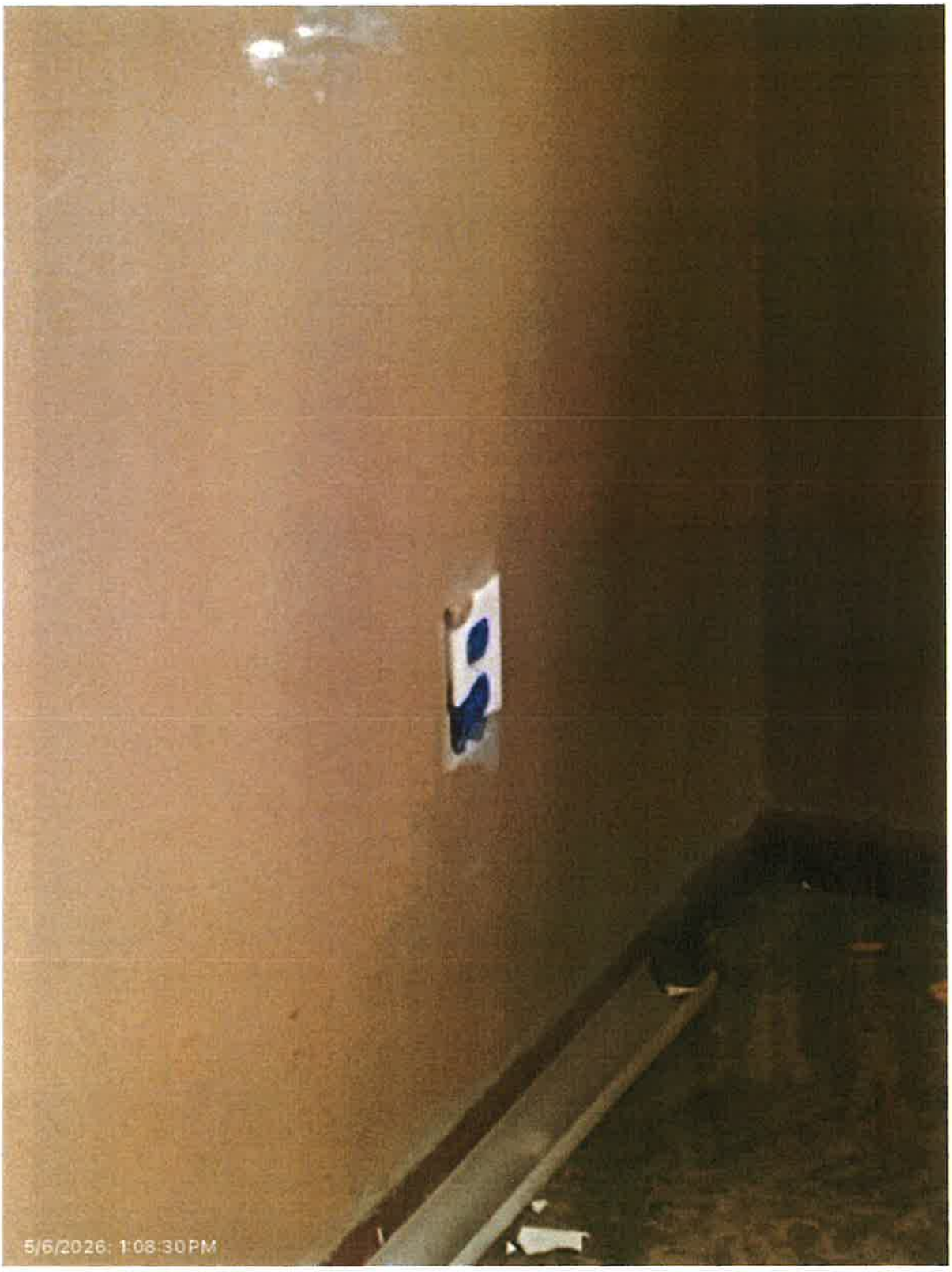

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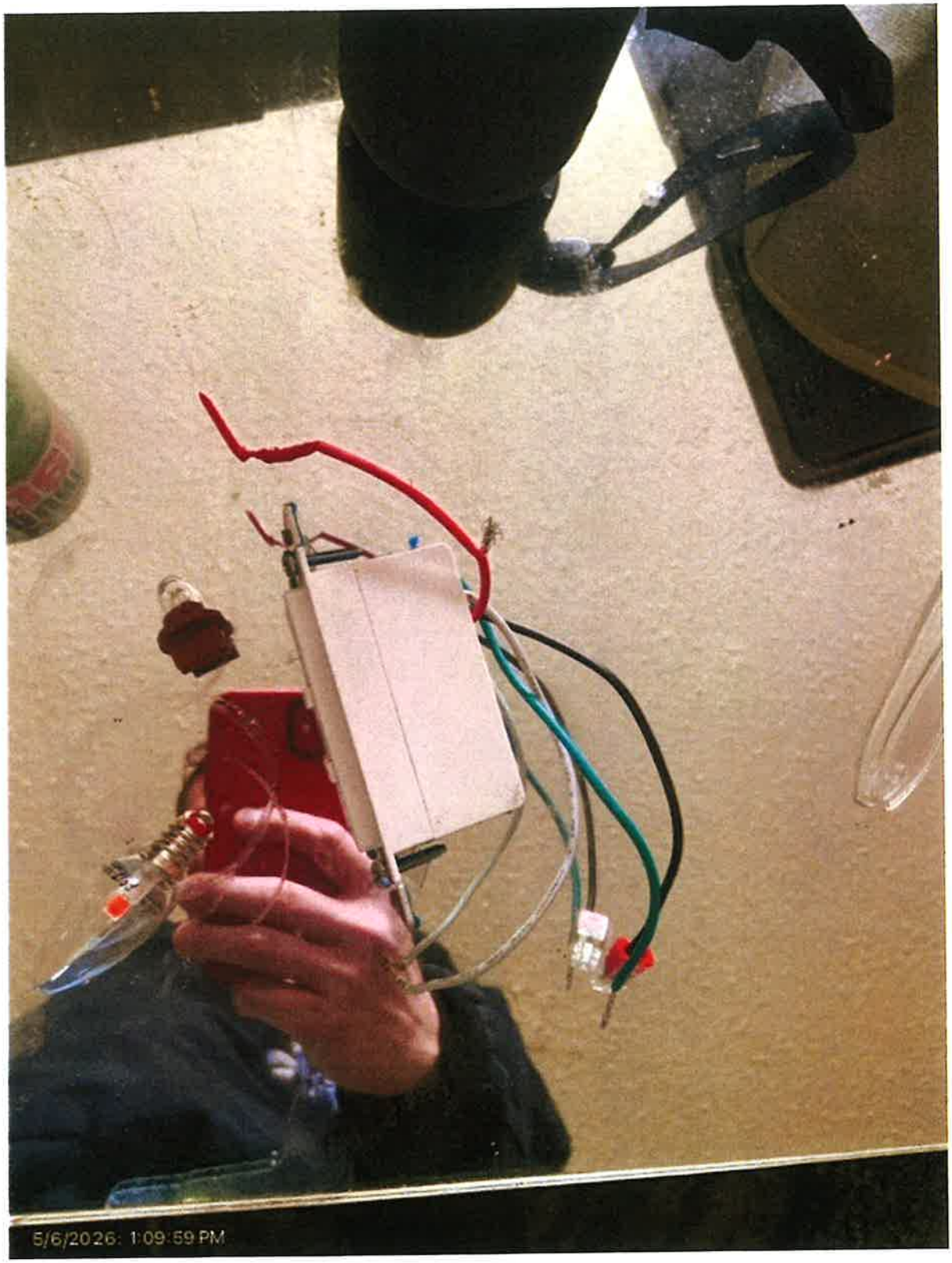

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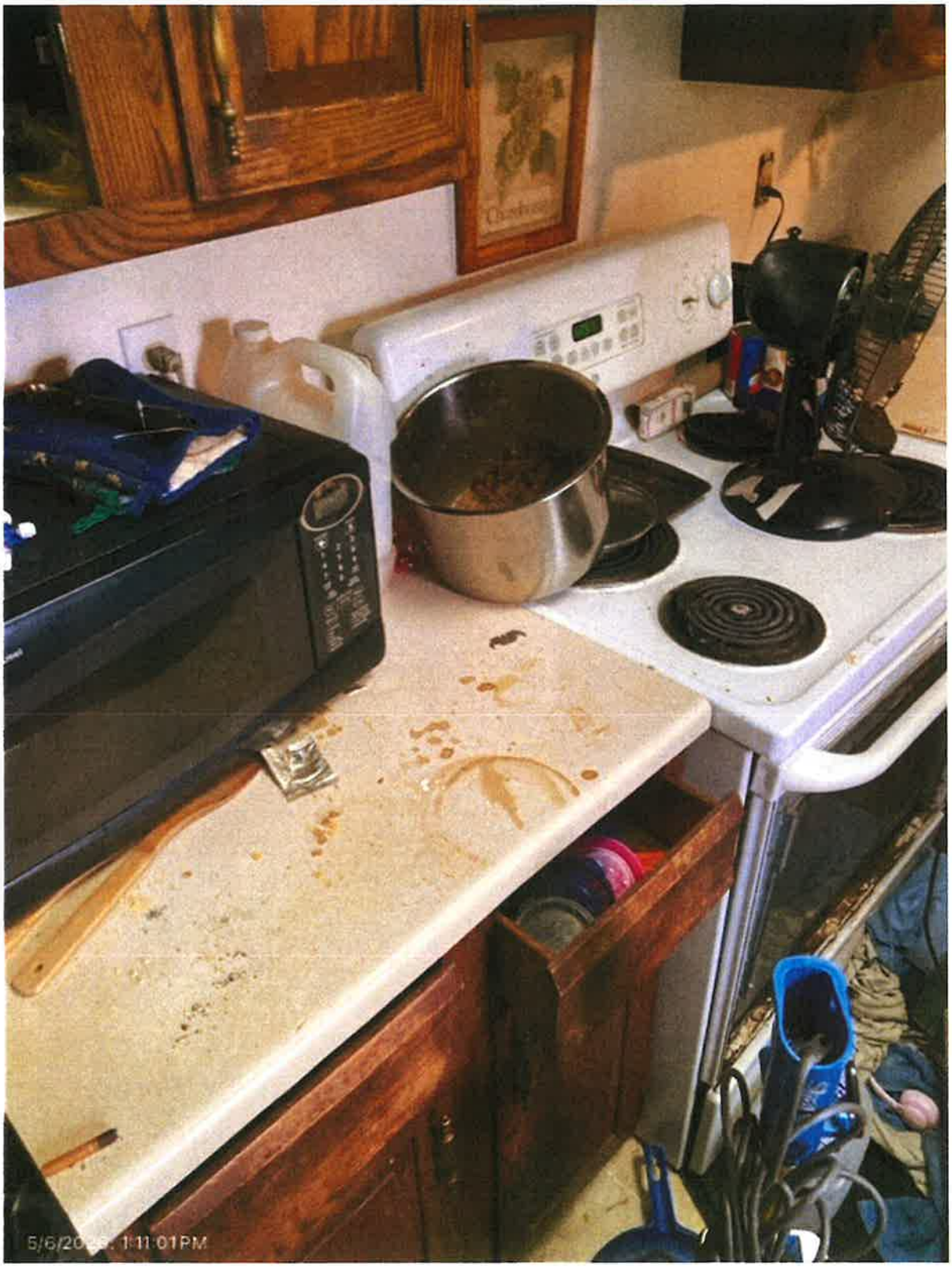

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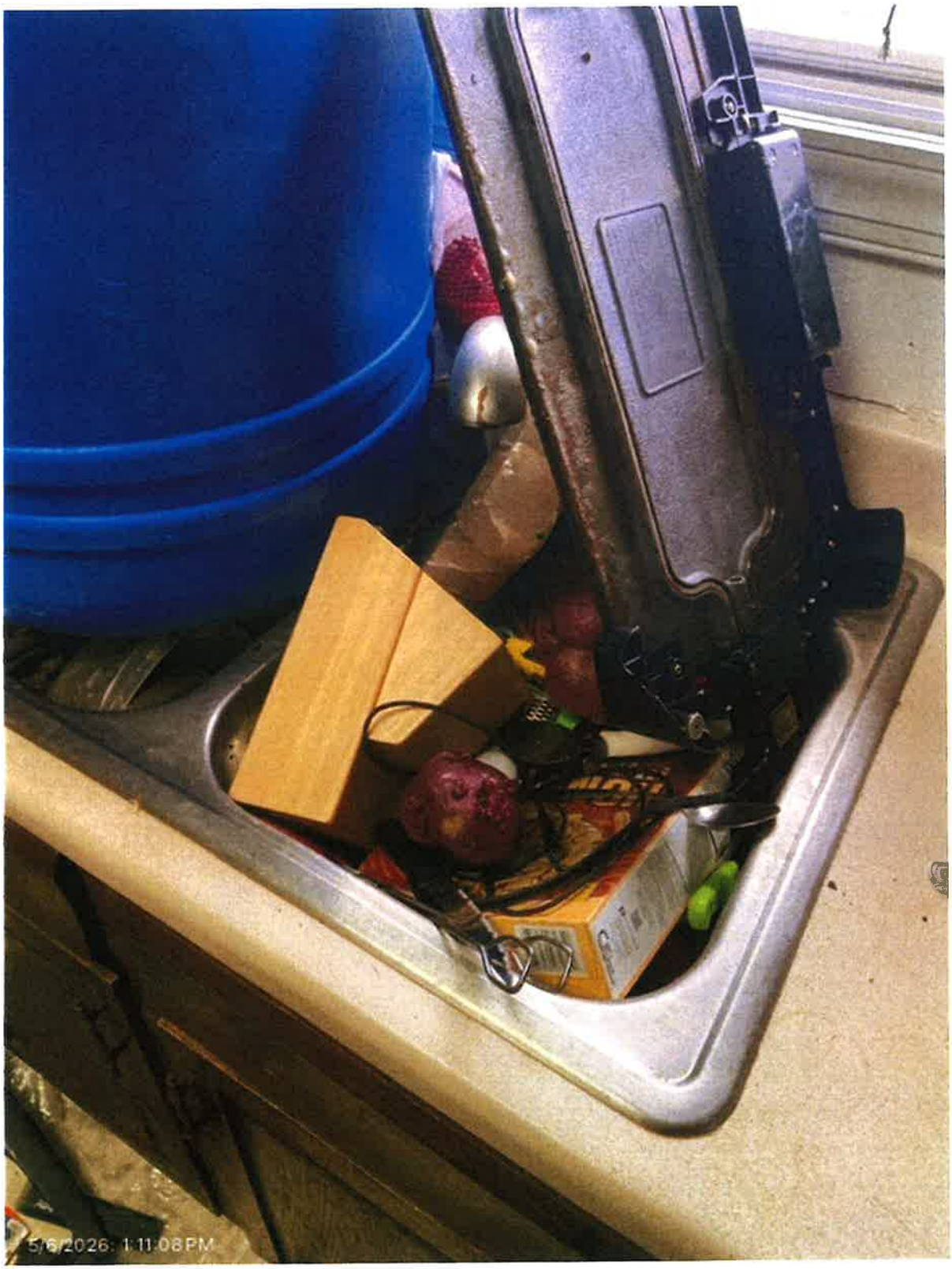

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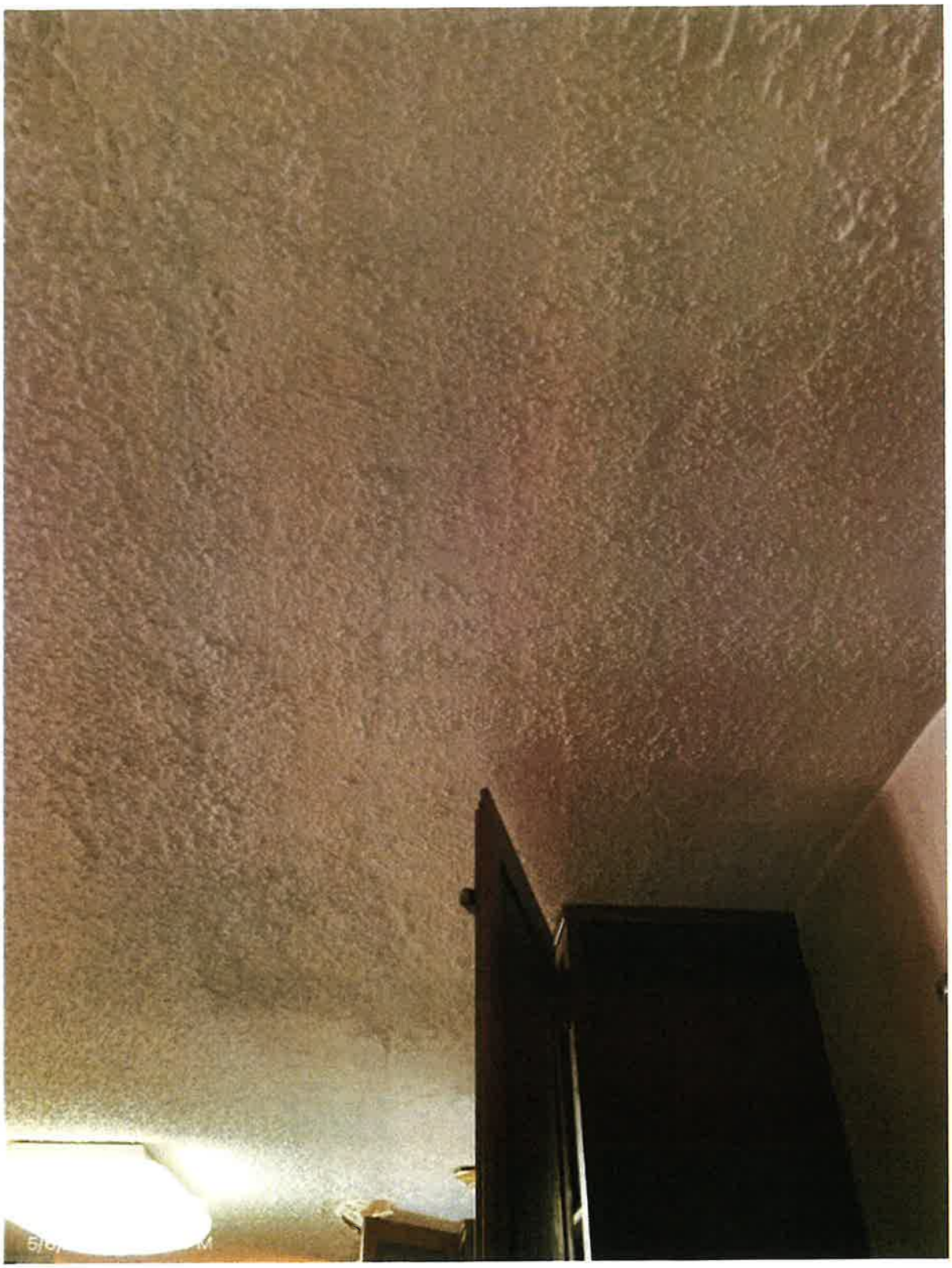

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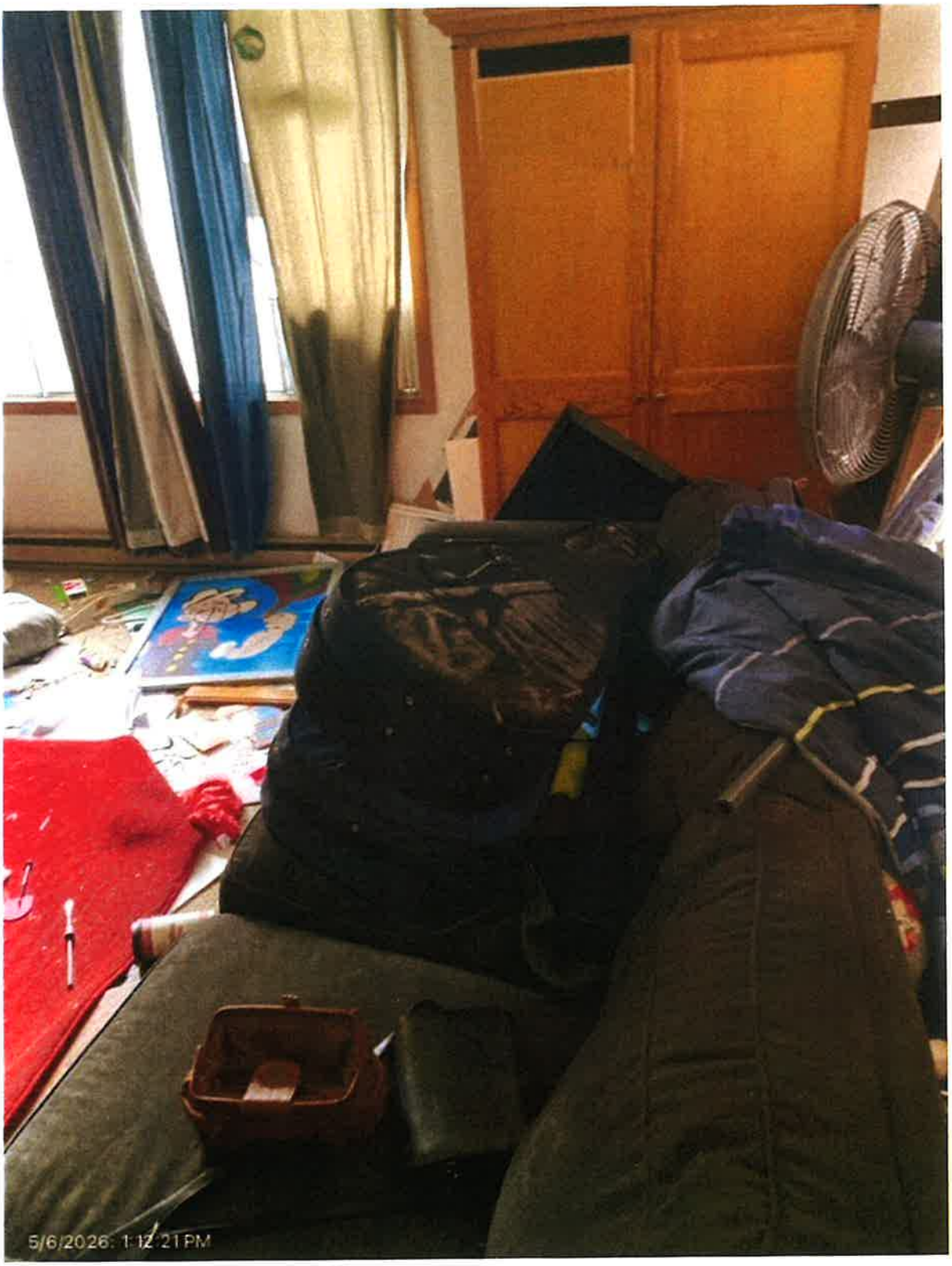

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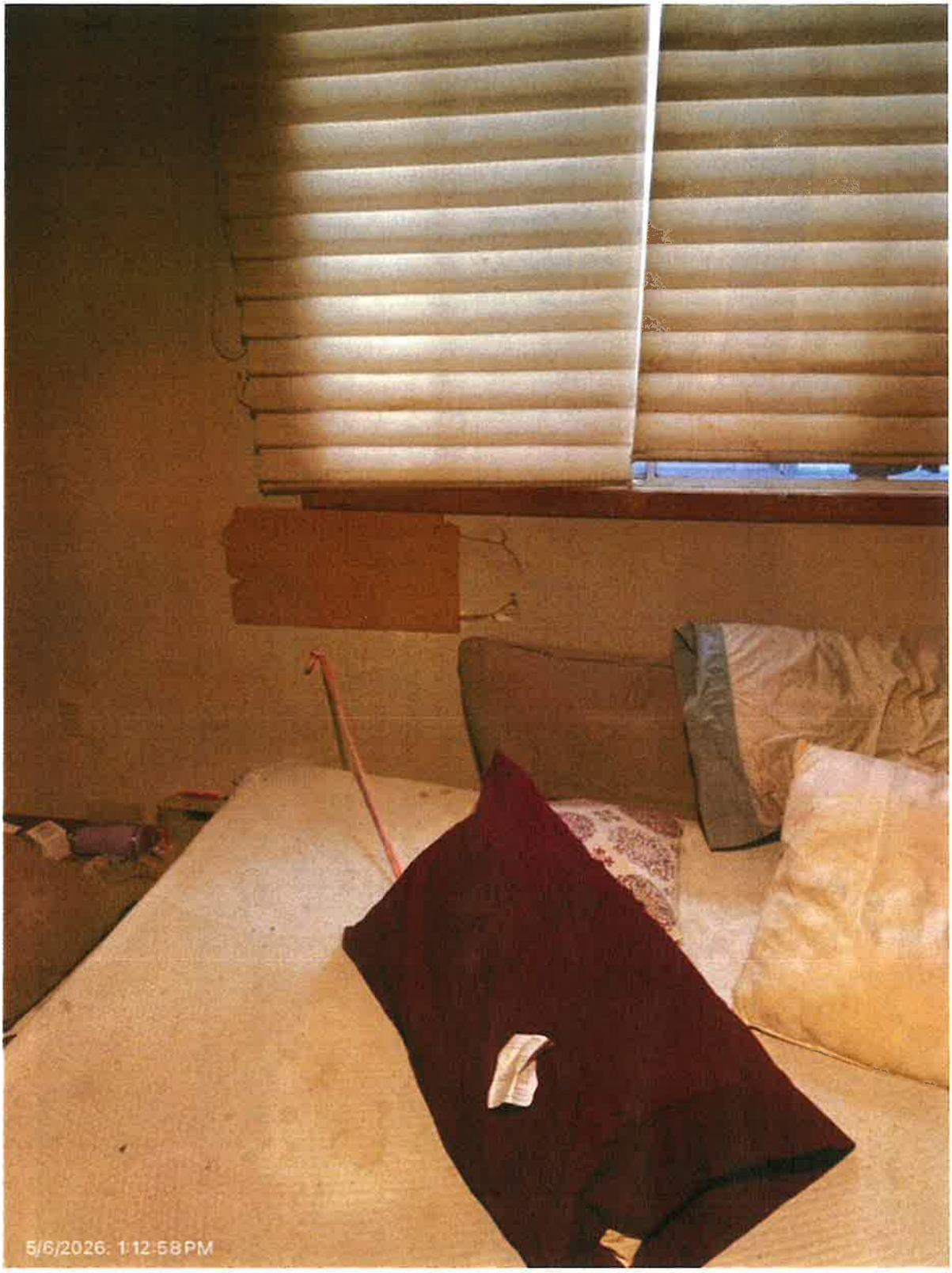

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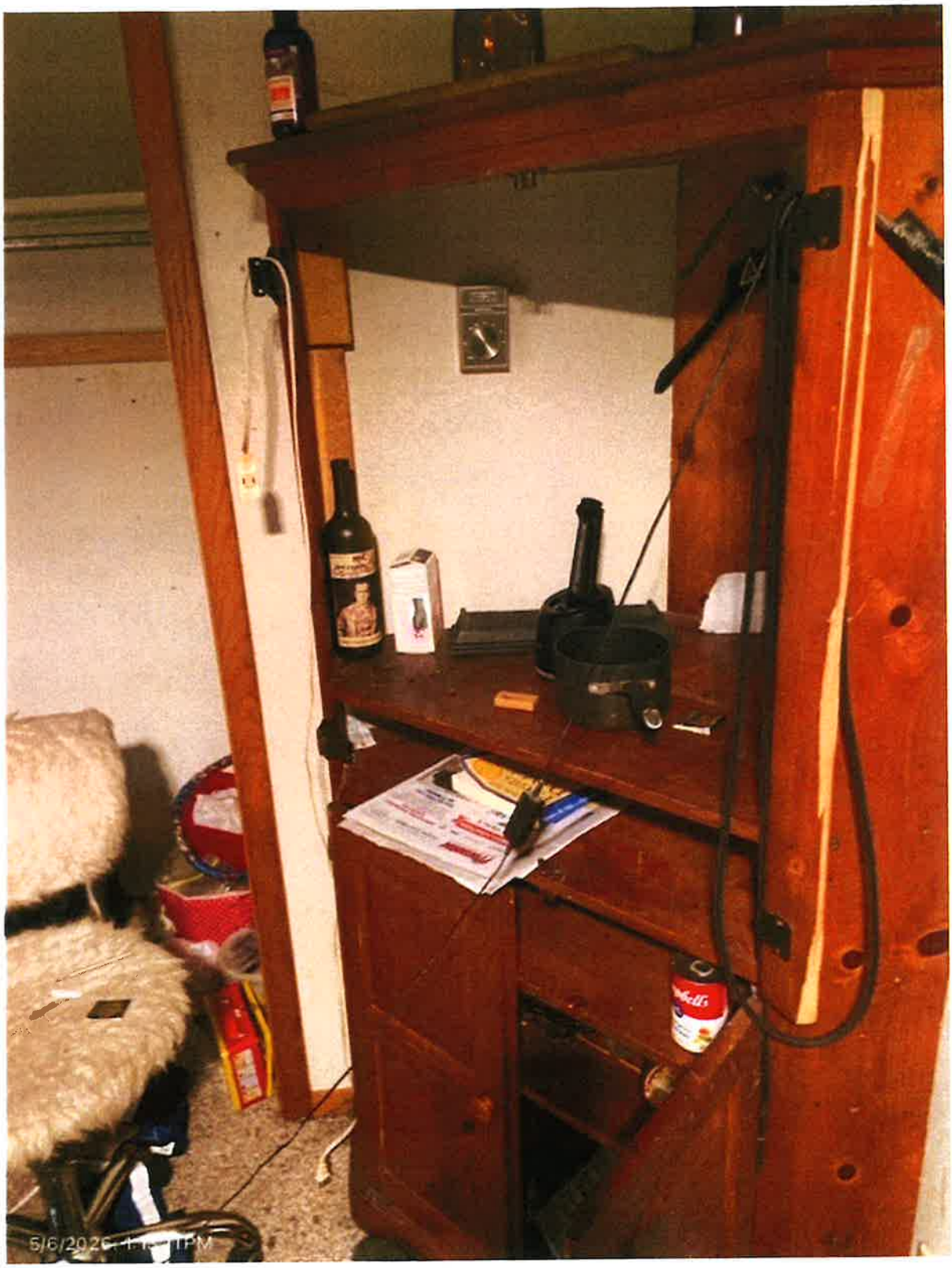

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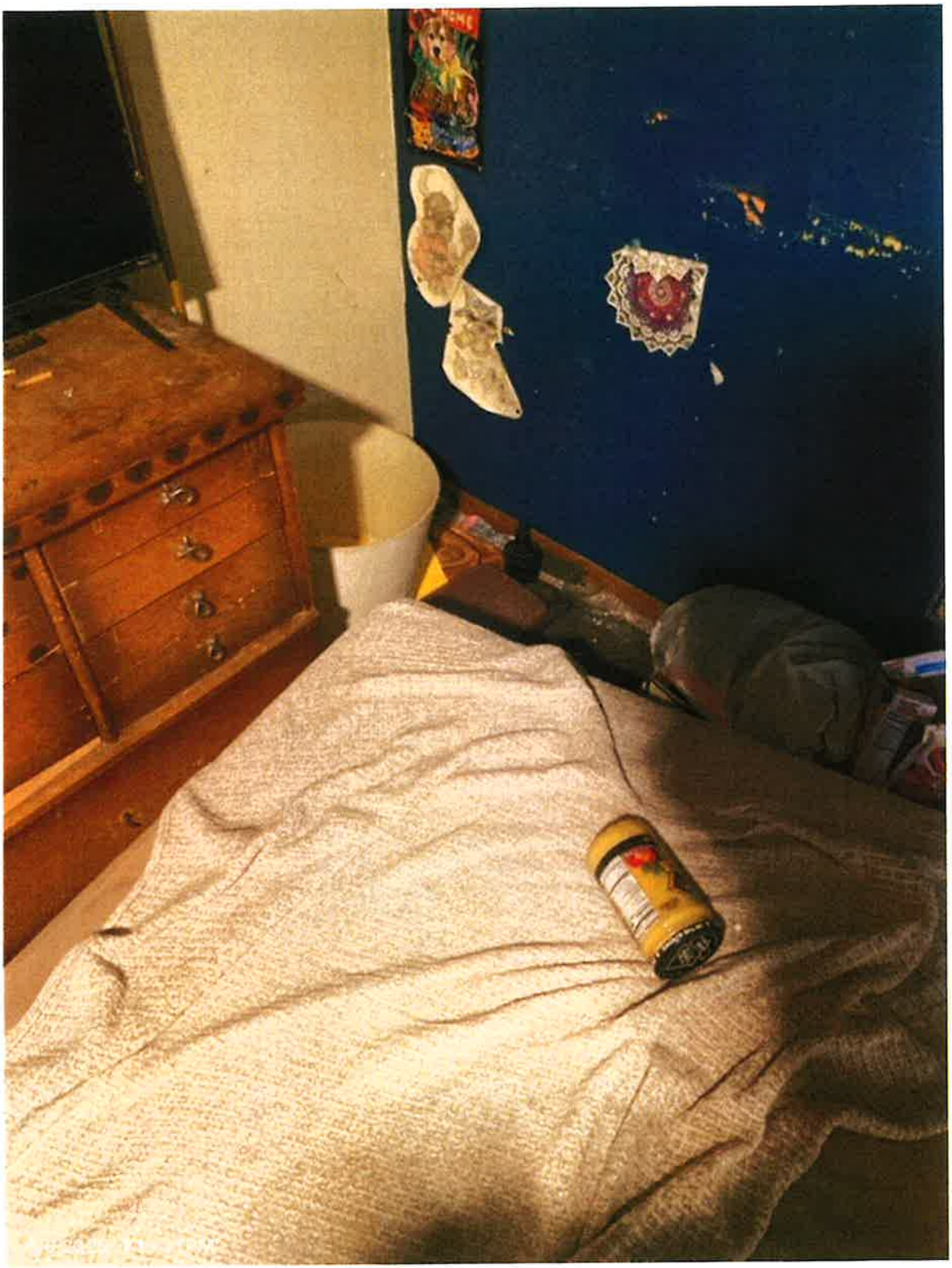

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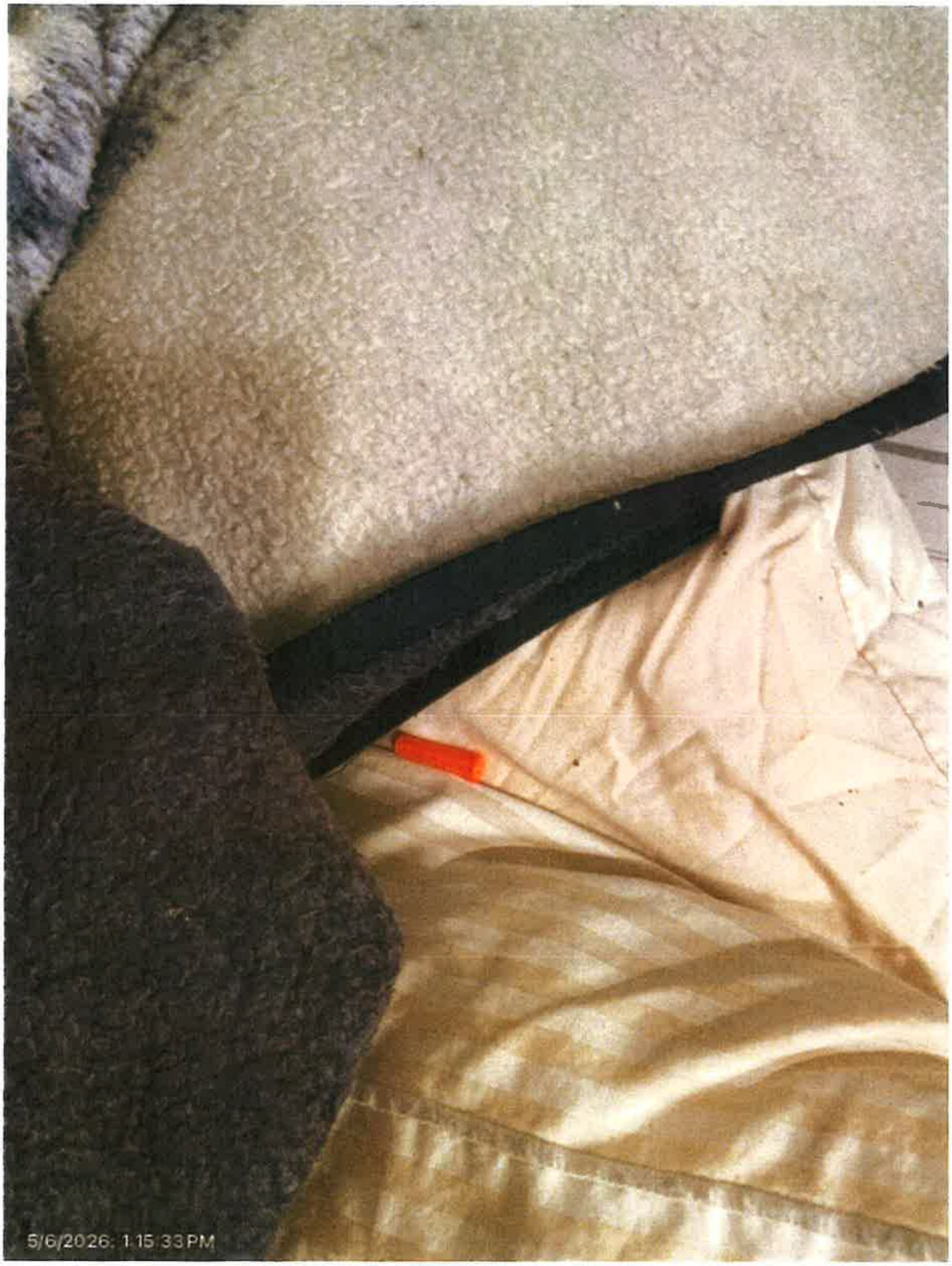

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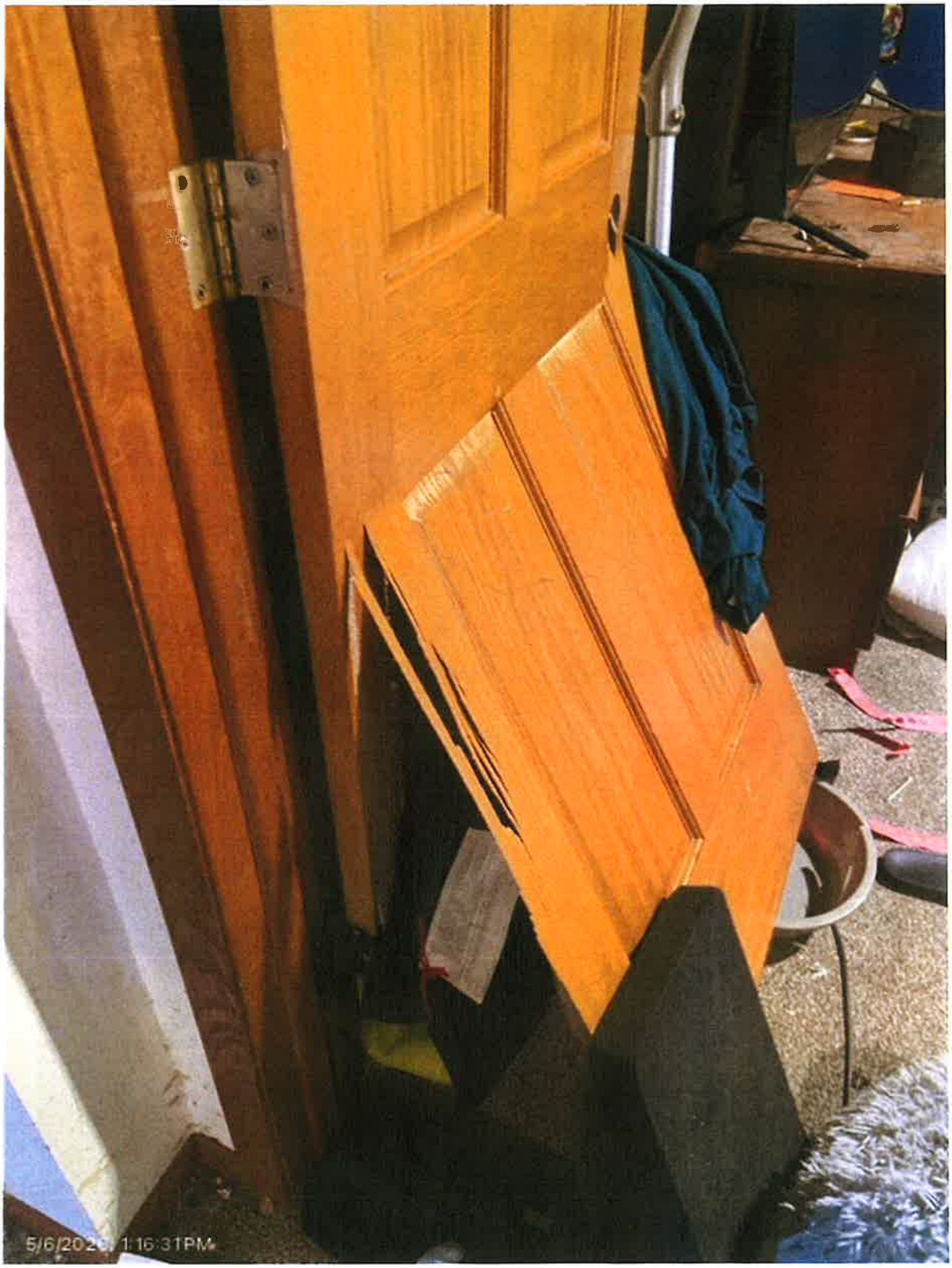

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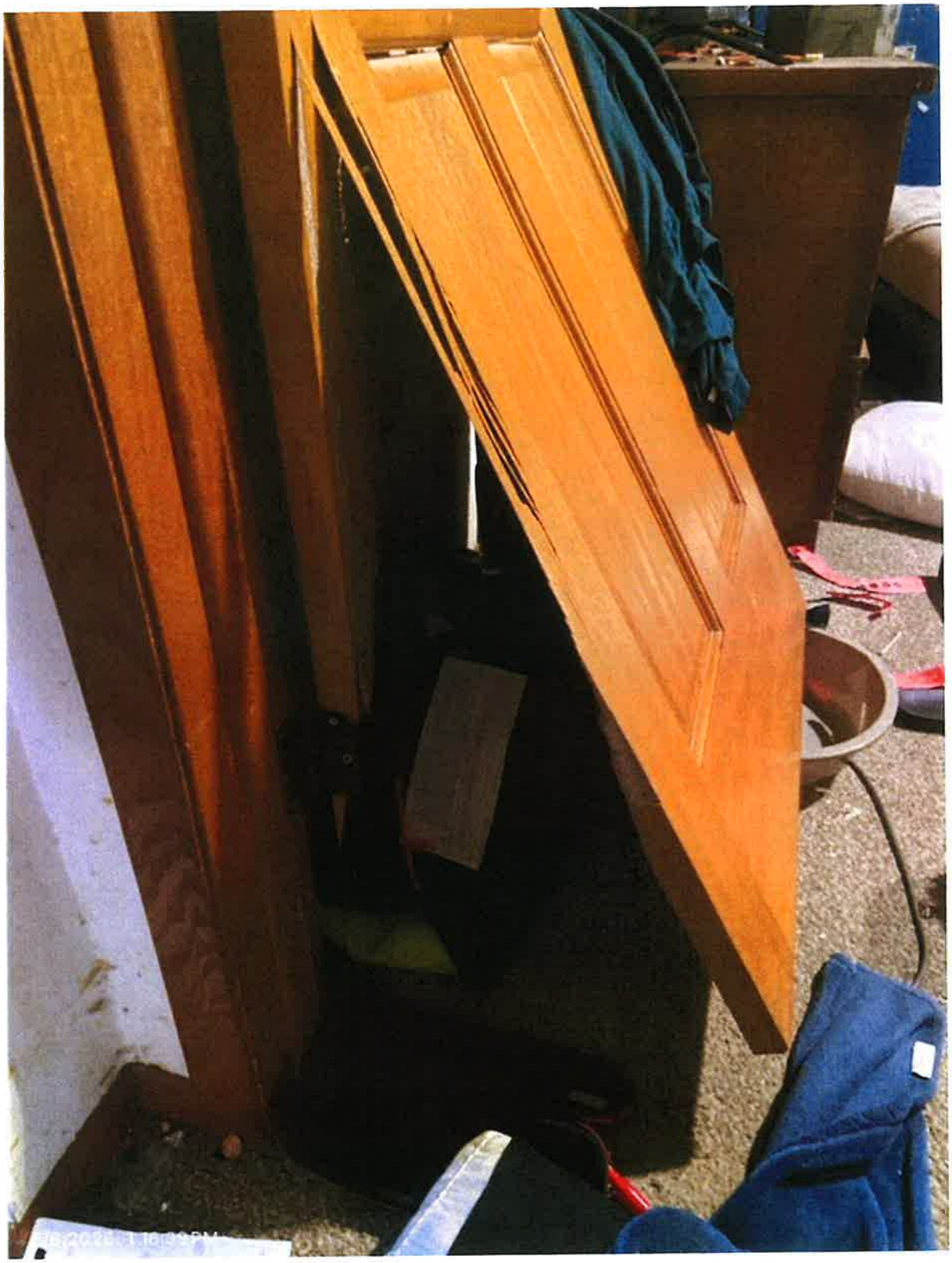
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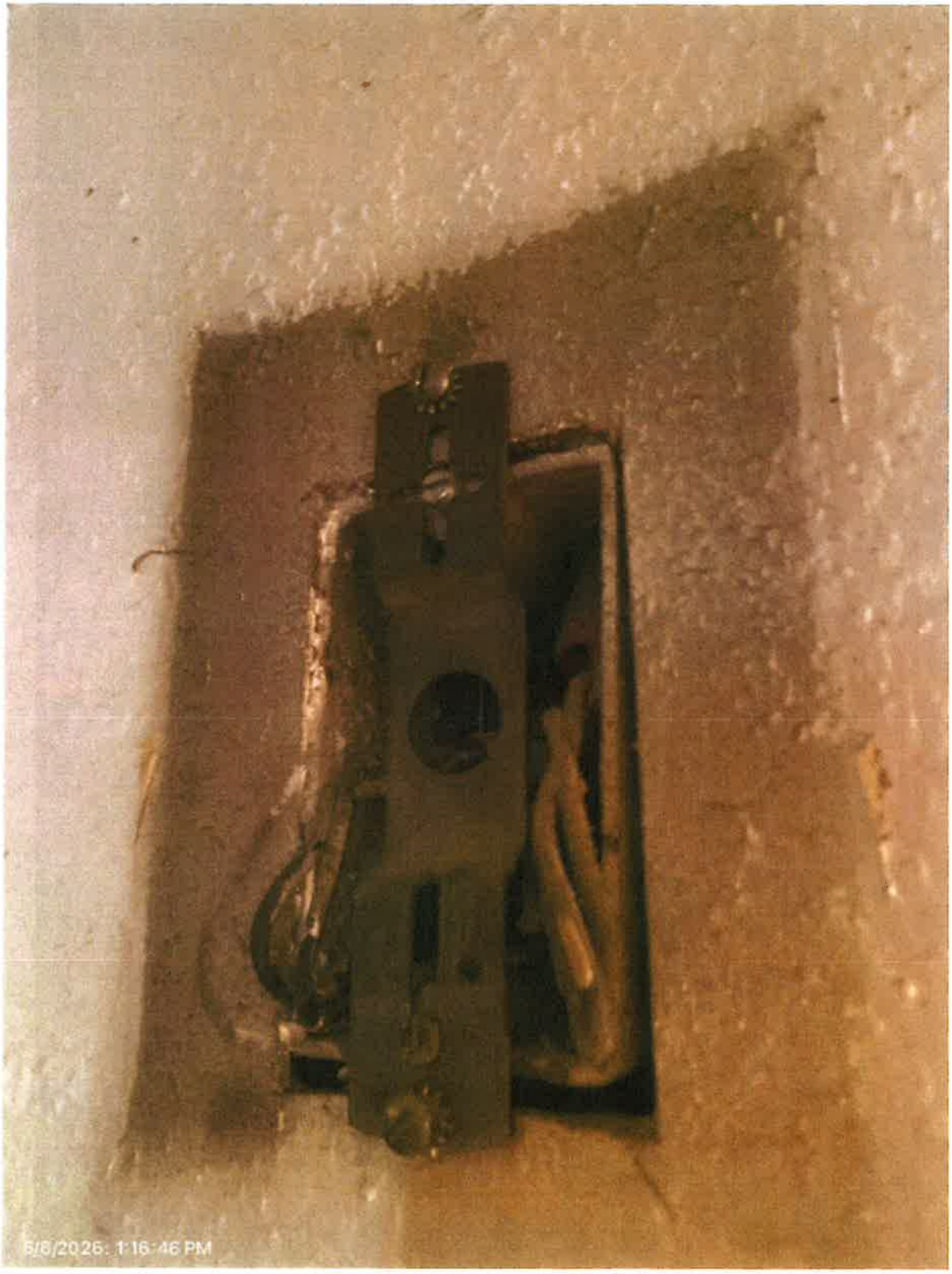

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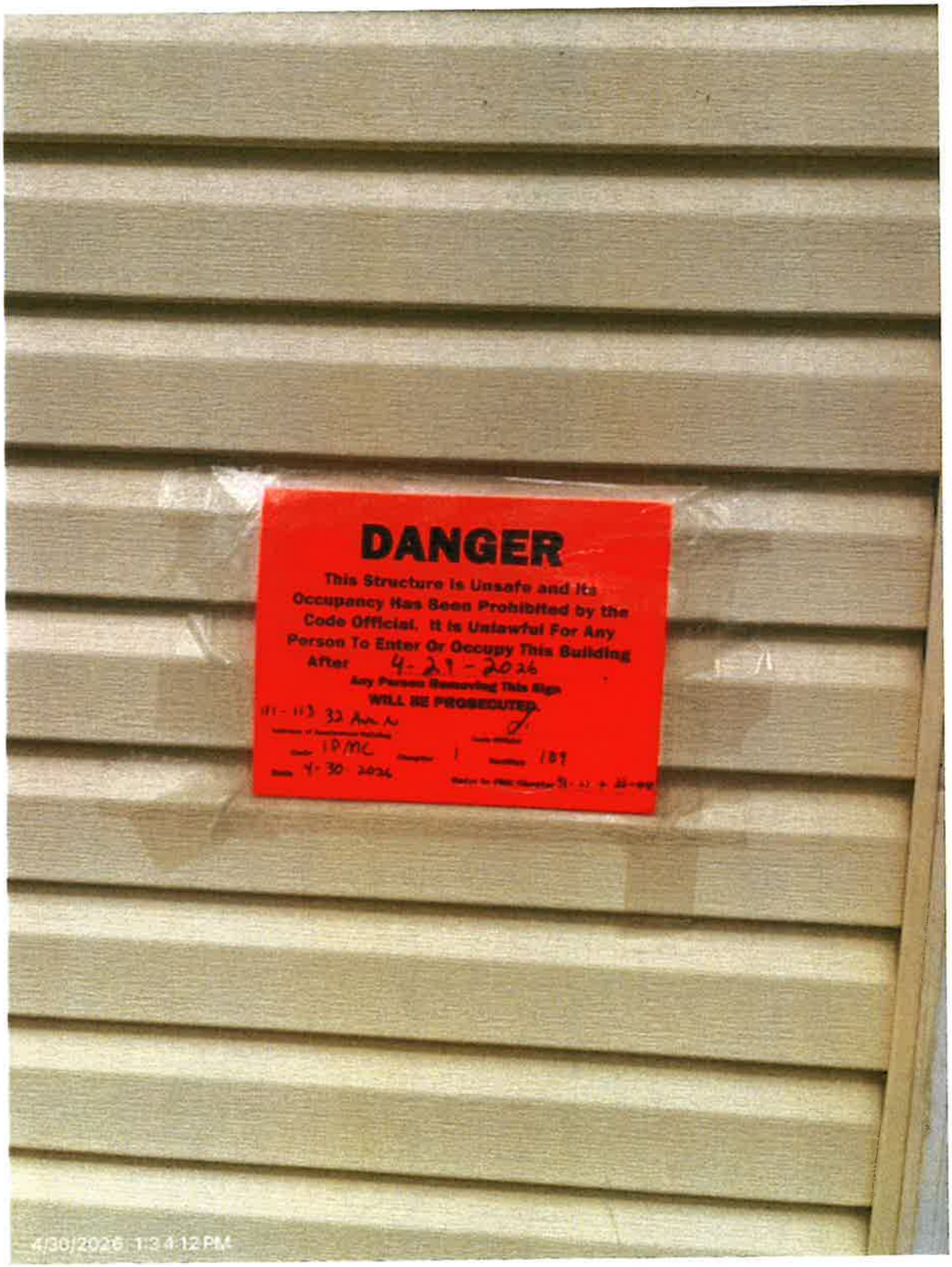

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111
DANGER
Fargo
4/30/2026 1:33:03 PM


DANGER
This Structure Is Unsafe and its Occupancy Has Been Prohibited by the Code Official. It Is Unlawful For Any Person To Enter Or Occupy This Building After 4-29-2026
Any Person Removing This Sign WILL BE PROSECUTED.
111-113 32 Ave N
IPMC
4-30-2026
4/30/2026 1:34:12 PM


113
DANGER
4/30/2026 1:34:29 PM


4/30/2026 1:34:48 PM



THE CITY OF
Fargo
FAR MORE

Inspections Department
225 4th Street North
Fargo, ND 58102
(701) 241-1561

VEHICLE REMOVAL NOTICE
Administrative Notice of Order to Correct

DATE: Thursday, April 30, 2026
LOCATION OF VEHICLE TO BE REMOVED: 111-113 32nd Ave N

PROPERTY OWNER: Bobbi Stephenson
OWNERS ADDRESS: 1102 7TH ST N APT 1, Fargo, ND 58102

YOU ARE HEREBY ORDERED TO REMOVE THE FOLLOWING IDENTIFIED JUNK VEHICLES IN ACCORDANCE WITH FARGO MUNICIPAL CODE ARTICLE 13-09 ON OR BEFORE 5/15/26. The term "junk automobiles" includes, without limitation, any motor or non-motorized vehicle which is not licensed for use upon the highways of the state of North Dakota for a period in excess of sixty (60) days, and shall also include, whether licensed or not, any motor vehicle which is inoperative.

If any or all of the vehicles listed remain on the above property after the compliance date, they will be removed by the City of Fargo. In the event that the property owner disagrees with the determination of the City and this Notice of removal, the property owner may appeal to the Board of the City Commissioners by filing a notice of appeal, in writing, within ten (10) days of this notice.

The International Property Maintenance Code (IPMC) Section 202 defines inoperable motor vehicles as a vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

Vehicle Description	License Number	State
Black Dodge Caliber	No Plate	N/A

Sincerely,

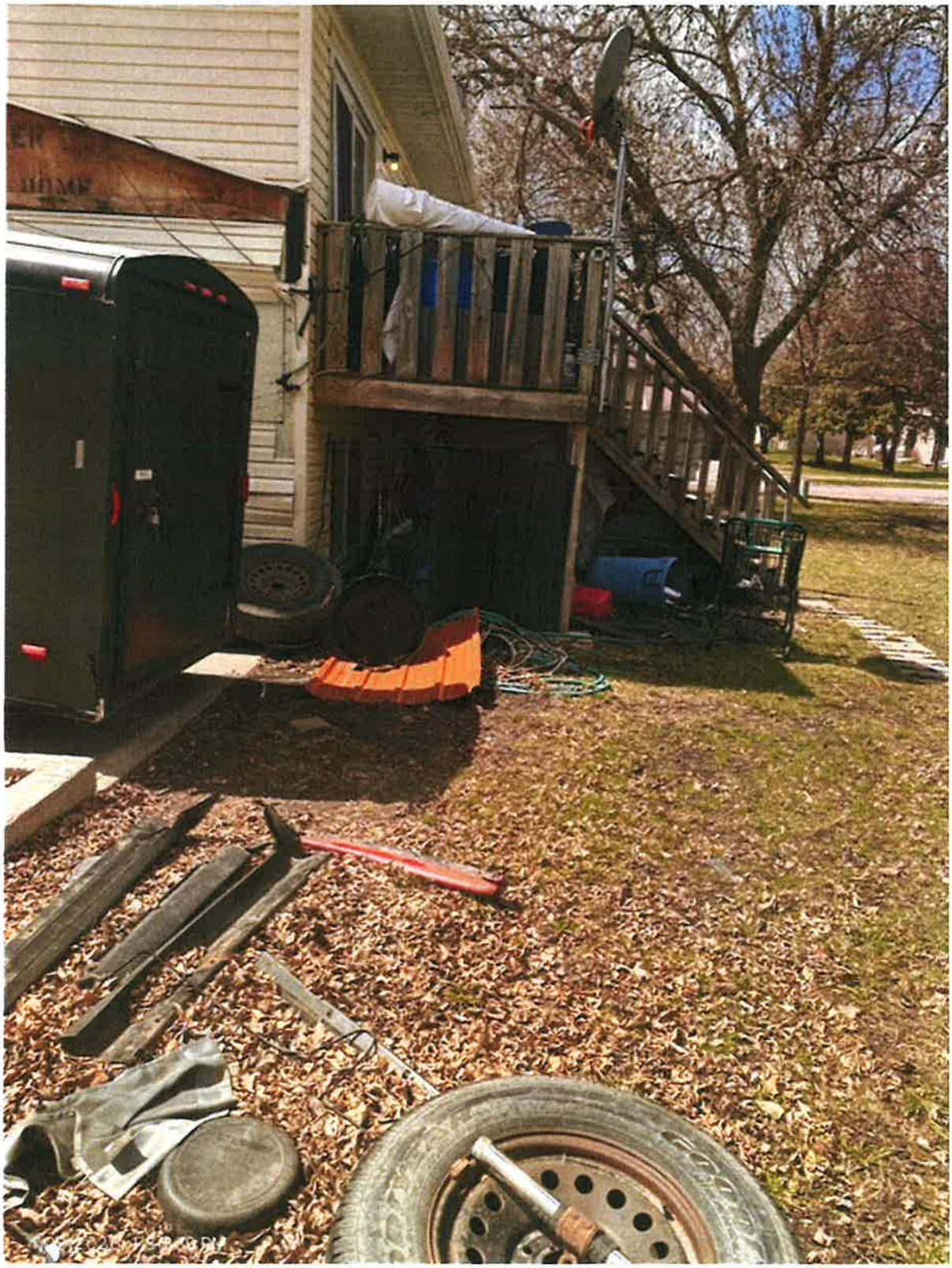
Bill Thompson
Building Inspector II
wthompson@fargond.gov
(701) 241-1563

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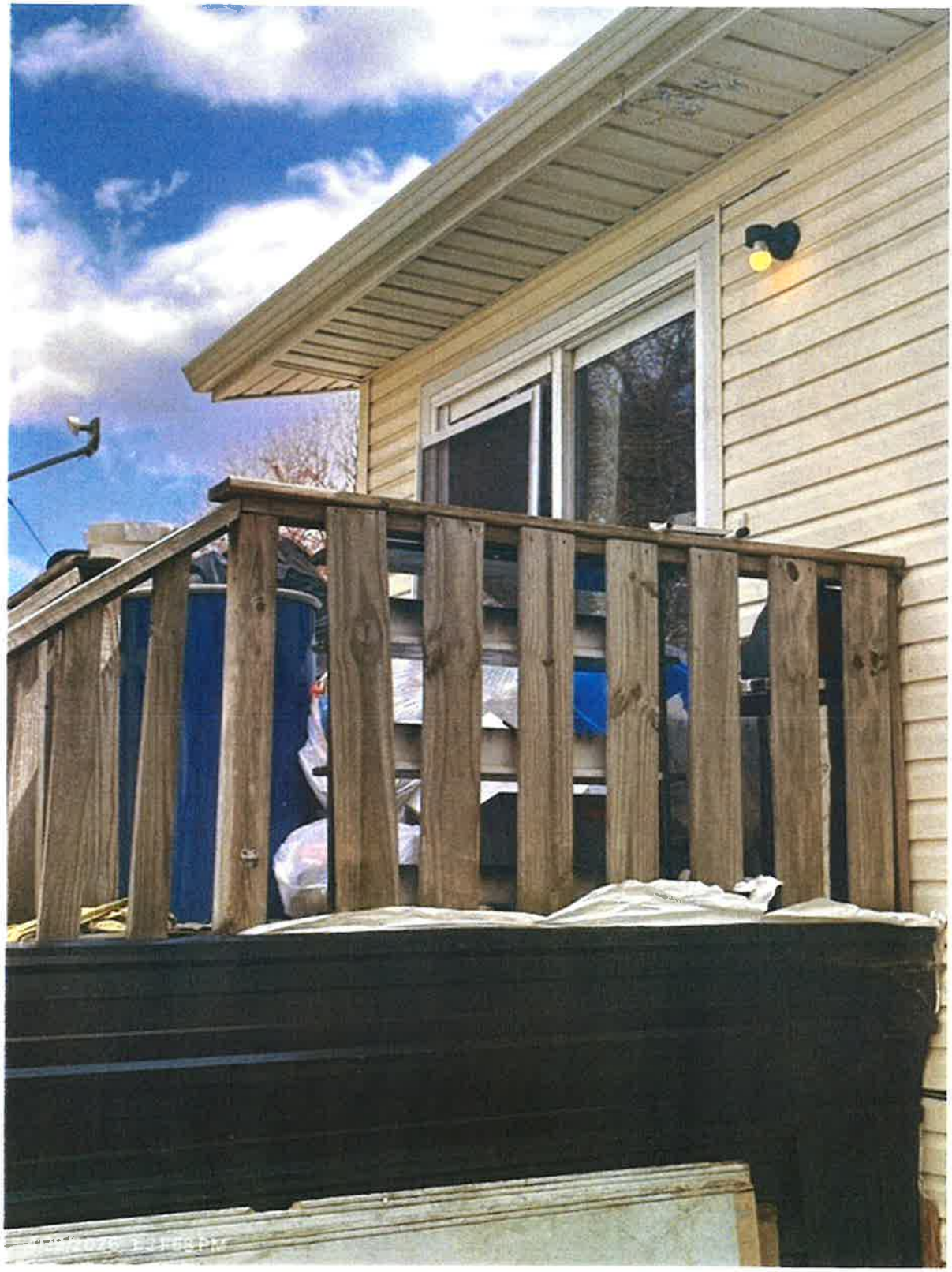







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4/29/2026 1:33:00 PM

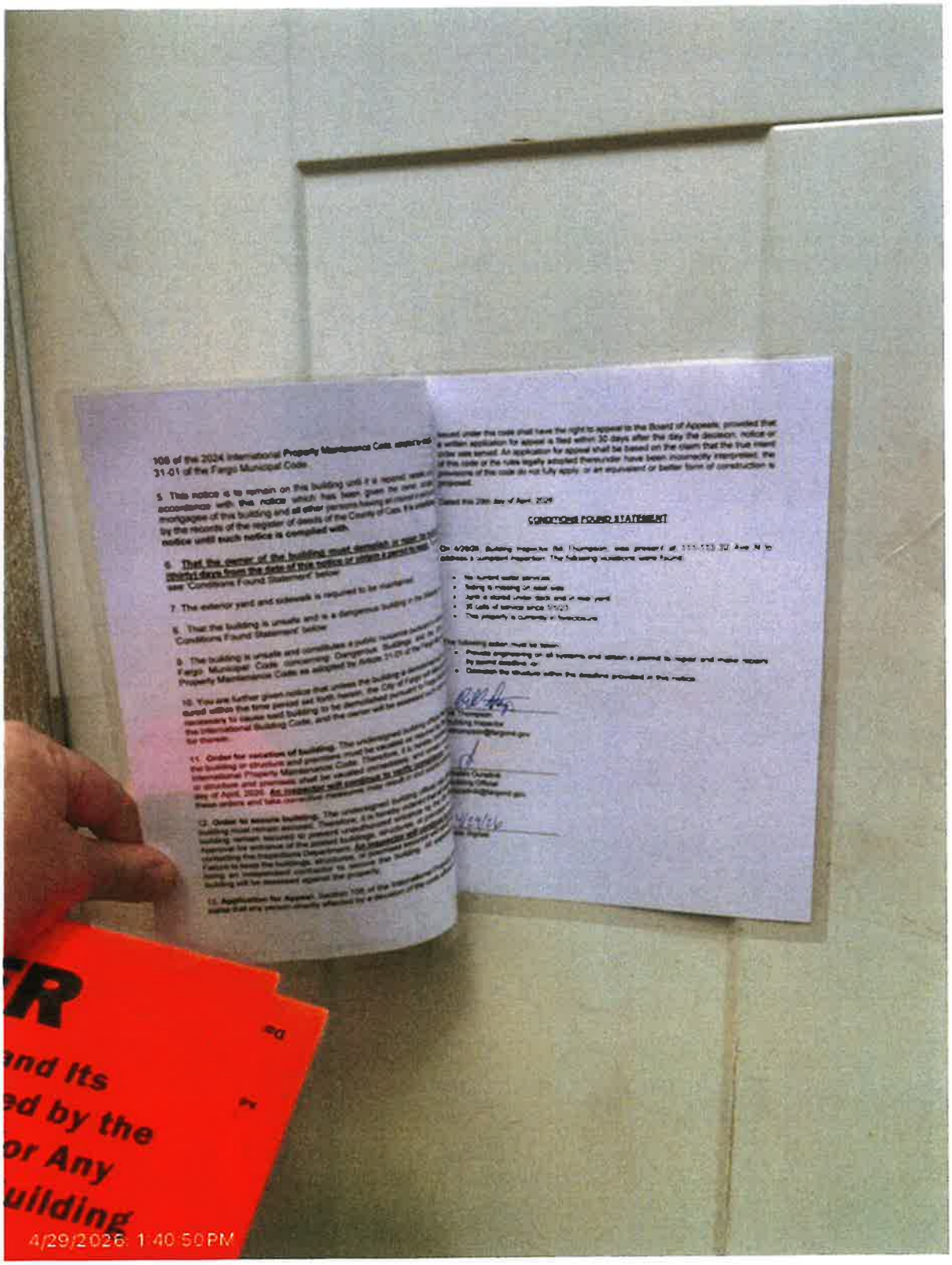

DODGE
CALIBER
Gateway
gatewayfargo.com




CITY OF
Fargo
FARGO
RECYCLES




111
DANGER
4/29/2026 1:46:41 PM


108 of the 2024 International Property Maintenance Code, adopted by
31-01 of the Fargo Municipal Code.
5. This notice is to remain on this building until it is repaired, vacated
accordance with the notice which has been given the owner, occ
mortgagee of this building and all other persons having an interest in
by the records of the register of deeds of the County of Cass. It is unlaw
notice until such notice is complied with.
6. That the owner of the building must demolish or raise to
ninety) days from the date of this notice or obtain a permit to repa
see 'Conditions Found Statement' below
7. The exterior yard and sidewalk is required to be maintained
8. That the building is unsafe and is a dangerous building in the
Conditions Found Statement' below
9. The building is unsafe and constitutes a public nuisance pursuant
Fargo Municipal Code, concerning Dangerous Buildings and the
Property Maintenance Code, as adopted by Article 31-01 of the Fargo
10. You are further given notice that unless the building is demolished
owner within the time period as set forth herein, the City of Fargo will
necessary to cause said building to be demolished pursuant to the
the International Building Code, and the owner will be assessed the cost
for therein.
11. Order for vacation of building. The undersigned building official
the building or structure and premises must be vacated on or before
International Property Maintenance Code. Therefore, it is hereby ordered
or structure and premises shall be vacated immediately, and remain
day of April, 2026. An inspection will commence to verify compliance
these orders and take corrective measures may result in civil penalties
12. Order to secure building. The undersigned building official
building must remain secured. Therefore, it is hereby ordered that the
building remain secured to prevent unauthorized entry and vandalism
approval for entrance of the premises by the Fargo Building Inspections
contacting the Inspections Department. An inspection will commence
Failure to secure the buildings, structures, or premises within the time
being are hereby authorized to secure the building. All costs
building will be assessed against the property.
13. Application for Appeal. Section 108 of the International Property
state that any person directly affected by a decision of the code official
Issued under the code shall have the right to appeal to the Board of Appeals, provided that
a written application for appeal is filed within 20 days after the day the decision, notice or
order was served. An application for appeal shall be based on the claim that the true intent
of this code or the rules legally adopted thereunder have been incorrectly interpreted, the
provisions of this code do not fully apply, or an equivalent or better form of construction is
proposed.
Dated this 29th day of April, 2026
CONDITIONS FOUND STATEMENT
On 4/29/26, Building Inspector Bill Thompson, was present at [redacted] 32nd Ave N to
address a complaint inspection. The following conditions were found:
The current water service
Siding is missing on east side
Joists is stored under deck and in rear yard
[redacted] Units of service since 1/1/23
This property is currently in foreclosure
The following action must be taken:
Provide engineering on all locations and obtain a permit to repair and make repairs
by listed deadline; or
Demolish the structure within the deadline provided in this notice.
Building Inspector
Building Official
ER
and its
ed by the
or Any
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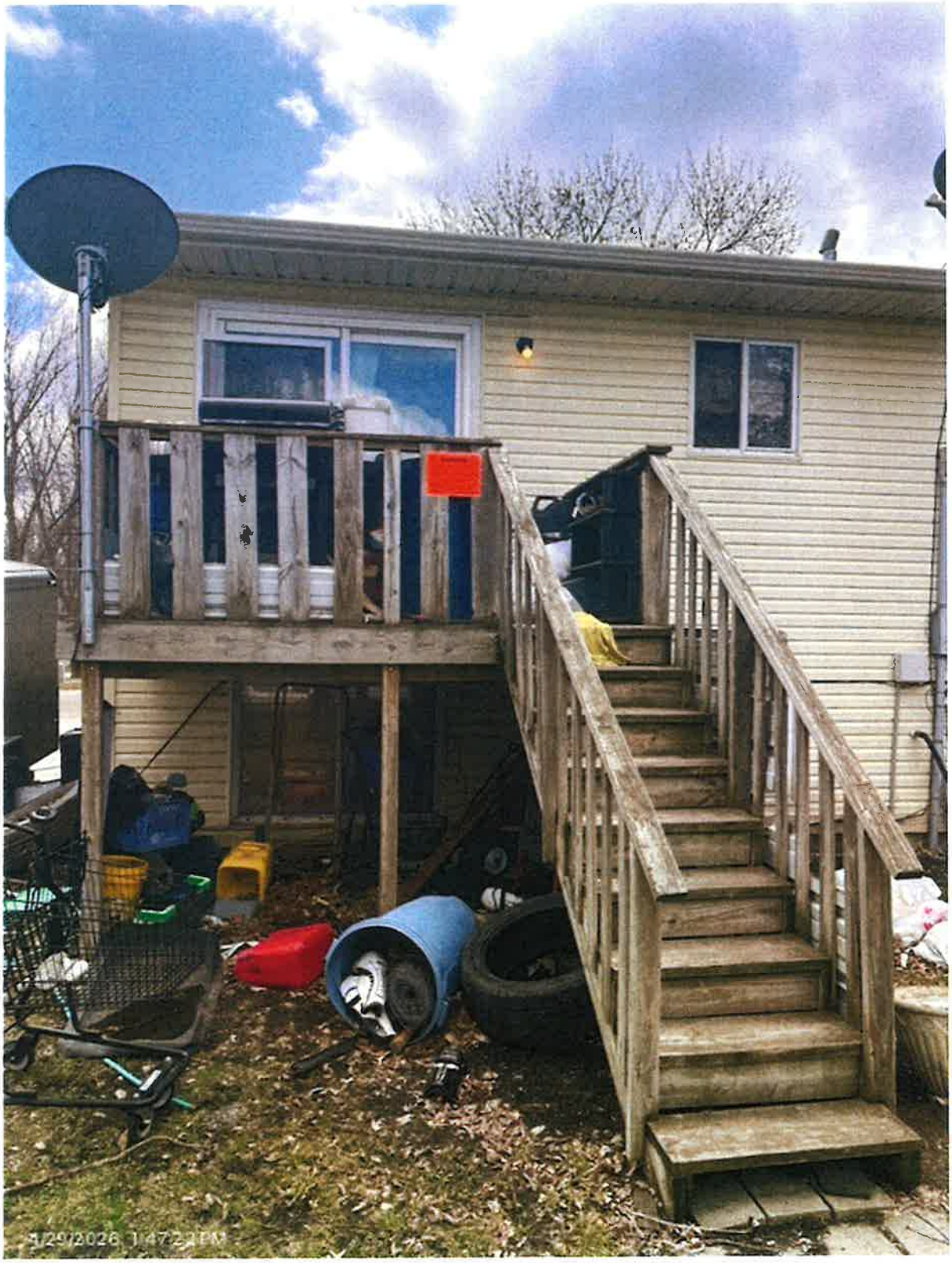

113
DANGER


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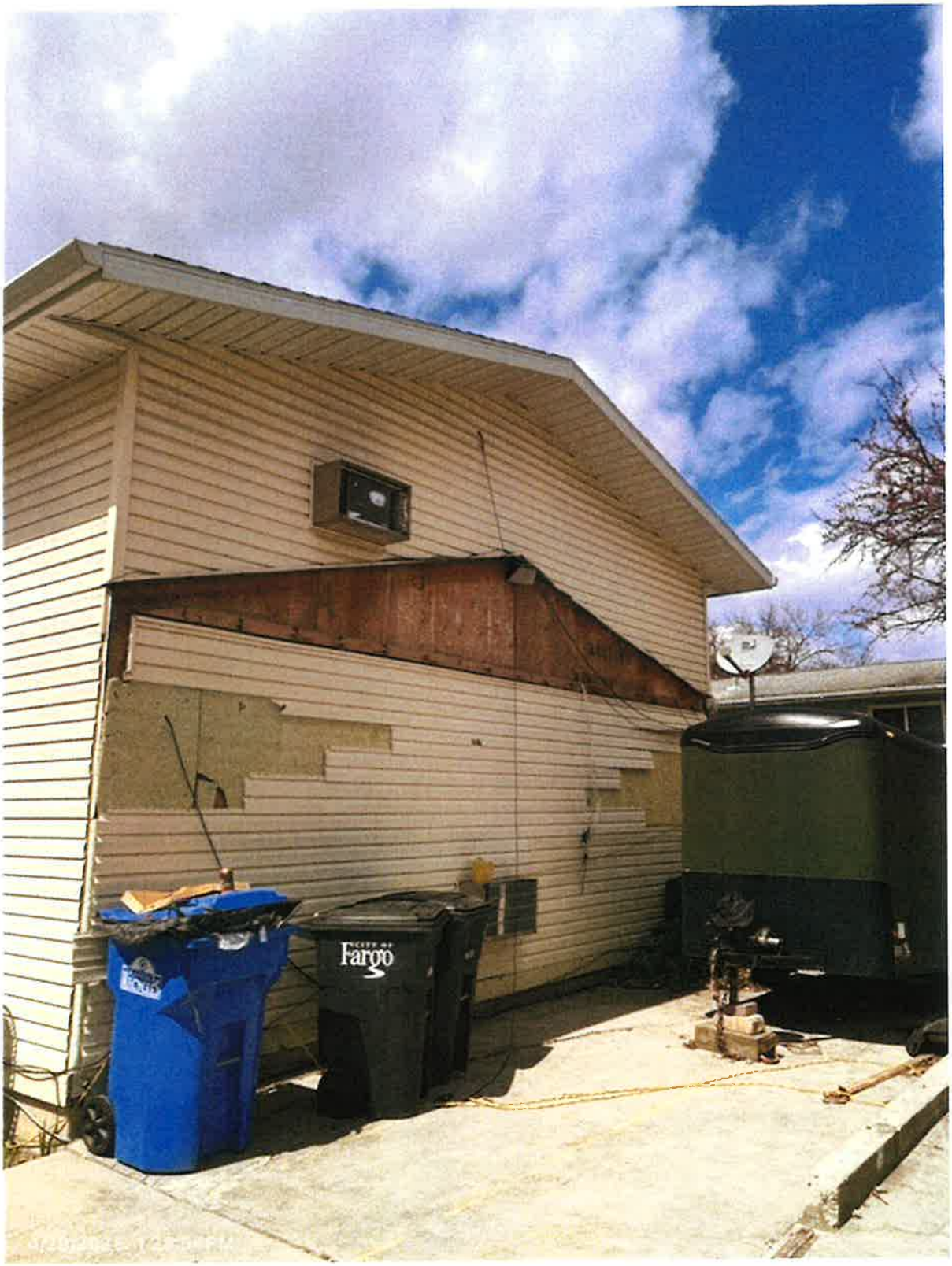

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DANGER
This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official. It Is Unlawful For Any Person To Enter Or Occupy This Building After 4/29/26
Any Person Removing This Sign WILL BE PROSECUTED.
111-113 32 Ave N
Address of Condemned Building
Code Official
Code IPMC Chapter 1 Section 109
Date 4/29/26
Refer to FMC Chapter 31-01+21-04
4/29/2026 1:46:58 PM


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3/29/2026 1:47:22 PM




Fargo



City of Fargo Staff Report			
Title:	Lost Creek First Addition	**Date:**	4/30/2026 5/21/2026
Location:	6685 57th Street South; 5120 64th Avenue South	**Staff Contact:**	Donald Kress, planning coordinator
Legal Description:	Portion of the Northwest Quarter of Section 9, T138N, R49W of the Fifth Principal Meridian, Cass County, North Dakota.		
Owner(s)/Applicant:	JB Real Estate Investments, LLC; Tones, LLC; City of Fargo / EagleRidge Development	**Engineer:**	Bolton & Menk
Entitlements Requested:	**Major Subdivision** (plat of portion of Northwest Quarter of Section 9, T138N, R49W of the Fifth Principal Meridian, Cass County, North Dakota) **Zone Change** (from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, Conditional Overlay, and P/I, Public and Institutional)		
Status:	City Commission Public Hearing: 26th, 2026		

Existing		**Proposed**
Land Use: Undeveloped		**Land Use:** Single-Dwelling Residential; Multi-Dwelling Residential; Stormwater Facility, Public Park
Zoning: AG, Agricultural;		**Zoning:** SR-4, Single Dwelling Residential; SR-5, Single-Dwelling Residential; MR-3, Multi-Dwelling Residential with Conditional Overlay; P/I, Public/Institutional
Uses Allowed: AG – Agricultural. Allows detached houses, parks and open space, safety services, basic utilities, crop production, and certain telecommunications facilities.		**Uses Allowed:** SR-4, Single Dwelling Residential Allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities; SR-5 Single Dwelling Residential Allows detached houses, attached houses and duplexes, daycare centers, parks and open space, religious institutions, safety services and basic utilities. MR-3, Multi-Dwelling allows detached houses, attached houses, duplexes, multi-dwelling structures, group living, daycare centers up to 12 children or adults, parks and open areas, religious institutions, safety services, schools, and basic utilities, and certain telecommunications facilities **with conditional overlay that provides additional development standards** P/I, Public Institutional Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, schools, offices,

		commercial parking, outdoor recreation and entertainment, industrial service, manufacturing and production, warehouse and freight movement, waste related use, agriculture, aviation, surface transportation, major entertainment events, basic utilities, and certain telecommunications facilities.
Maximum Density Allowed (Residential): AG --1 dwelling unit per 10 acres.		**Maximum Density Allowed:** SR-4 12.1 dwelling units per acre. SR-5 14.5 dwelling units per acre MR-3 24 dwelling units per acre Residential uses are not allowed in the P/I zone.

Proposal:

PROJECT HISTORY NOTE: A large-scale concept of this project was presented to the Planning Commission at their February 3rd, 2026 meeting as an informational (non-hearing) item. The specific plat and zone change were not discussed. Staff made a presentation and responded to questions from the Commission. The applicant addressed the Commission and responded to questions from the Commission. Neither staff nor the Commission made a recommendation.

ZONING NOTE: This project was advertised as including a zone change from AG, Agricultural to AG, Agricultural. An earlier version of this plat included an AG-zoned lot, but no AG-zoned lots are included in this version of the plat.

The applicant requests two entitlements:

1. A major subdivision, entitled **Lost Creek First Addition**, plat of a portion of Northwest Quarter of Section 9, T138N, R49W, of the Fifth Principal Meridian, Cass County, North Dakota; and

2. A zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional

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

Surrounding Land Uses and Zoning Districts:

- North: AG; City of Fargo-owned stormwater facility
- East: AG; City of Fargo-owned stormwater facility and privately owned undeveloped
- South: AG; undeveloped
- West: across Veterans Boulevard South is City of Horace

Context:

Schools: The subject property is located within the West Fargo School District and is served by Deer Creek Elementary, Heritage Middle and Horace High schools.

Neighborhood: The subject property is not located in a named neighborhood.

Parks: There are no Fargo Parks within a half-mile of the subject property. The developer will convey two lots to the Fargo Park District:

Block	Lot	Purpose
4	2	Connect to shared use path in Lot 14, Block 4
4	13	Public park

Pedestrian / Bicycle: See "SHARED USE PATH CONNECTIVITY" below.

Transit/MATBUS: The subject property is not on a MATBUS route.

Staff Analysis:

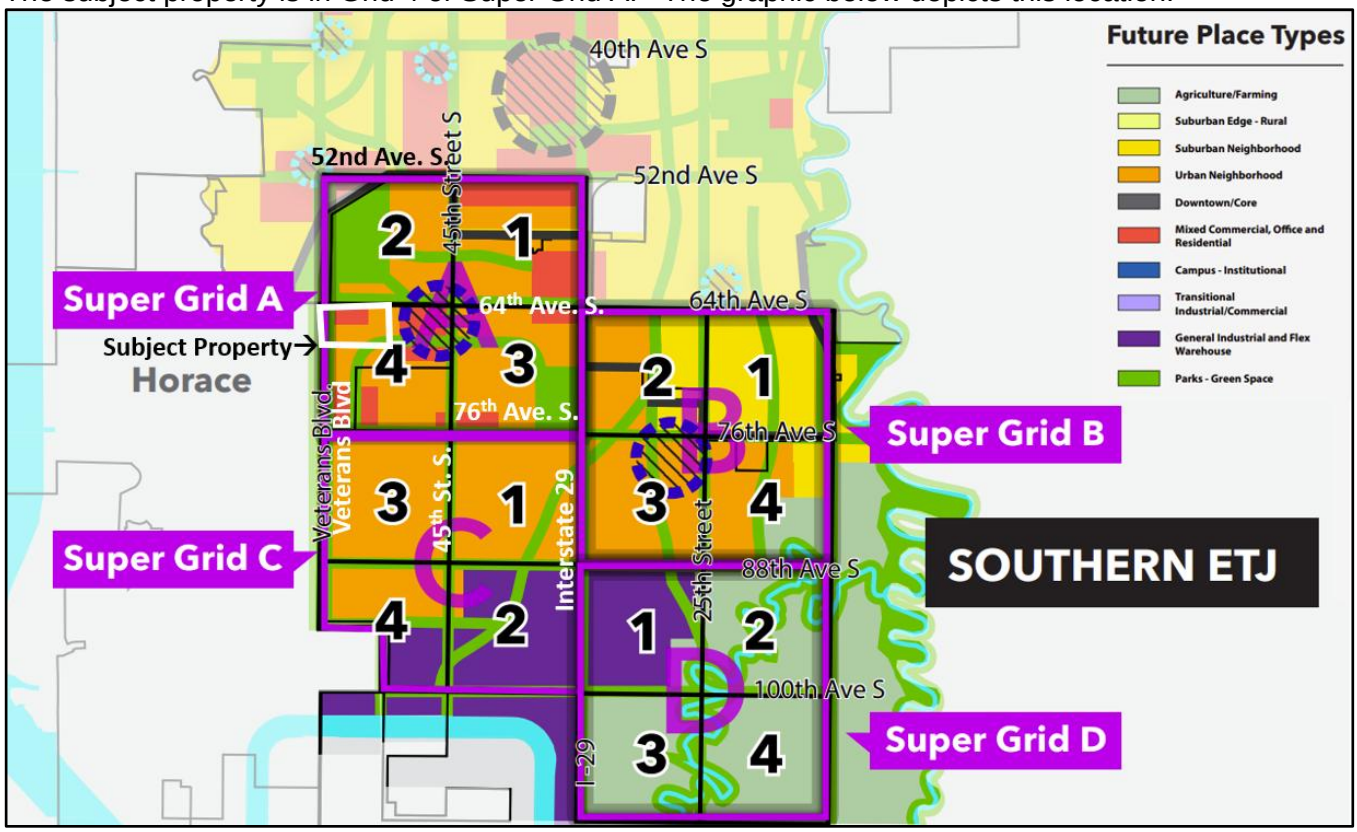
The applicant proposes a 104.84 acre, 193 lot subdivision of a portion of the Northwest Quarter of Section 9, Township 138 North, Range 49 West. This property was annexed into the City in 2006 as part of a larger annexation for the purpose of defining regional growth limits when negotiating with West Fargo. No paved streets or City services were extended to this property at that time.

The subject property is located along the south side of 64th Avenue South and the east side of Veterans Boulevard (formerly known as 57th Street South). Zoning will allow both single-family and multi-family housing types. The applicant's narrative describing the project is attached.

This development is part of a larger plan to develop the entire west half of Section 9, from 64th Avenue South to 76th Avenue South. The concept master plan is attached for the Commission's reference; the Commission is not taking action on the master plan.

GROWTH PLAN 2024—DEVELOPMENT GRID

The subject property is in Grid 4 of Super Grid A. The graphic below depicts this location.



NOTE: Though this map is labeled "Southern ETJ," in the Growth Plan, much of Super Grid A, including the subject property, is already within city limits,

GROWTH PLAN 2024—TIMING OF DEVELOPMENT

The chart below identifies the existing and proposed development in the four Growth Grids of Super Grid A, and the percentage of each Growth Grid that has been developed.

- "Proposed Development" means a development for which the City has reviewed a proposed development plan of subdivision, zoning, and, if necessary, annexation.
- Percentages calculated based on acres developed / total acres in Growth Grid

(continued on next page)

GROWTH GRID	EXISTING DEVELOPMENT	PROPOSED DEVELOPMENT	APPROXIMATE PERCENT DEVELOPED
1	Sports Center; multi-family residential; retail, restaurant, office along and south of 52nd Avenue South	None at this time	50
2	"Lake Fargo" stormwater facility	None at this time	20 (stormwater facility only-no residential or commercial)
3	North Dakota State College of Science; Capstone Academy	Covey Ranch Third Addition---single-family, multi-family, and commercial development	10
4	None	Lost Creek First Addition	0

Only Growth Grid 1 in Super Grid A has achieved even 50 percent development. This development, which is proposed in Growth Grid 4, is on the opposite side of Super Grid A from the development in Growth Grid 1, and is not contiguous with Growth Grid 1. Thus, this development is considered premature based on the Growth Grid process of preferred geographic sequencing for orderly growth described in the Growth Plan (pages 78-80).

GROWTH PLAN 2024—FUTURE PLACE TYPE

Fargo Growth Plan 2024 designates the future place type of the area of the proposed development as "Urban Neighborhood" and "Mixed Commercial, Office, and Residential." Primary and secondary uses within these place types are shown in the excerpt from the Growth Plan below:

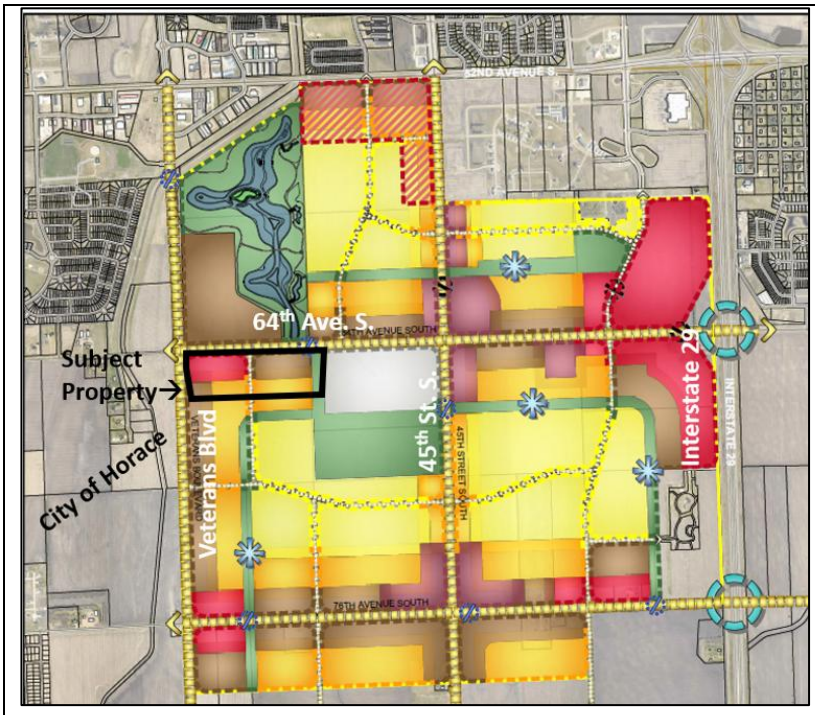
	PRIMARY USES	SECONDARY USES
Urban Neighborhood	Small lot single-family detached housing, duplex	Triplex, quadplex, townhomes (with limited massing up to ten units per building), pockets of multi-family structures, places of worship, schools, daycare centers, home offices, neighborhood-scale retail and services
Mixed Commercial, Office, and Residential	Commercial/ retail, distribution, warehousing, wholesaling, offices, flex buildings	Flex Warehouse, Multi-family residential

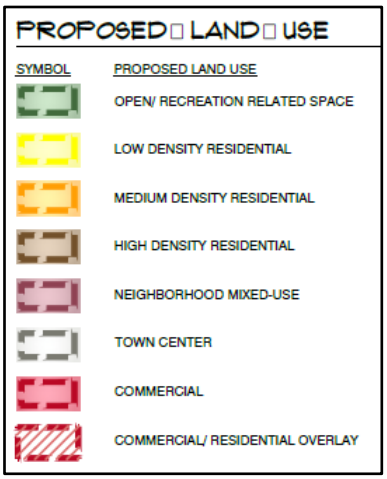
The proposed zoning and development for this development are generally consistent with these place type designations.

SOUTHWEST METRO REGIONAL STORM WATER POND LAND USE AMENDMENT

The subject property is included in the Southwest Metro Regional Storm Water Pond Land Use Amendment (2021). That plan designates the proposed land uses on the subject property as Open Recreation Related Space, Medium Density Residential, High Density Residential, and Commercial.

(continued on next page)





The proposed zoning and land uses for this development are generally consistent with these land use designations.

SUBDIVISION AND ZONE CHANGE

The subdivision covers 104.84 acres and will create 193 lots, to be zoned as shown in the chart below.

BLOCK	LOTS	ZONING	LAND USE	COMMENT
1	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
2	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
2	2-11	SR-4	Single-Dwelling Residential (detached)	
3	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
3	2-13	SR-4	Single-Dwelling Residential (detached)	
4	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
4	2	P/I	Public Park	Developer to convey to Fargo Park District
4	3-12	SR-4	Single-Dwelling Residential (detached)	
4	13	P/I	Public Park	Developer to convey to Fargo Park District
4	14	P/I	Stormwater facility	This lot is owned by City of Fargo
5	1-18	SR-4	Single-Dwelling Residential (detached)	
6	1-20	SR-4	Single-Dwelling Residential (detached)	
7	1-5 and 7-31	SR-4	Single-Dwelling Residential (detached)	
7	6	P/I	Park/Shared Use Path Connection	
8	1-5 and 7-30	SR-4	Single-Dwelling Residential (detached)	
8	6	P/I	Park/Shared Use Path Connection	

9	1-26	SR-4	Single-Dwelling Residential (detached)	
10	1-26	SR-4	Single-Dwelling Residential (detached)	
11	1-3	SR-5	Single-Dwelling Residential	May be attached townhomes

SR-4 Zoned Lots: The 181 SR-4 zoned lots range in size from 6,000 square feet to over 27,000 square feet. Most lots are in the 6,200 to 8,500 square foot range. Lot widths range from 48 to over 80 feet, with most widths in the 50-70 foot range. All SR-4 zoned lots meet the minimum required lot area of the SR-4 zone of 3,600 square feet and minimum lot width of 34 feet. The developer intends these lots for detached single dwelling residences.

SR-5 Zoned Lots: The lot size and maximum number of units for the three SR-5 zoned lots are shown in the chart below. A maximum of 36 units could be developed. Residences may be attached townhomes.

BLOCK	LOT	AREA (Acres)	SR-5 MAX DENSITY	MAXIMUM UNITS
11	1	1.01	14.5 dwelling units per acre	14
11	2	0.85	14.5 dwelling units per acre	12
11	3	0.74	14.5 dwelling units per acre	10

MR-3 Zoned Lots and Conditional Overlay: The lot size and maximum number of units for the four MR-3 zoned lot are shown in the chart below. A maximum of 482 units could be developed. These lots are intended for multi-dwelling development

BLOCK	LOT	AREA (Acres)	MR-3 MAX DENSITY	MAXIMUM UNITS
1	1	6.79	24 dwelling units per acre	162
2	1	3.92	24 dwelling units per acre	94
3	1	3.82	24 dwelling units per acre	91
4	1	5.63	24 dwelling units per acre	135

The conditional overlay (C-O) on the MR-3 zoned lot provides development standards consistent with other recently-adopted conditional overlays for MR-3 zoned properties. A copy of the draft C-O is attached.

P/I Zoned Lots: The five P/I zoned lots are intended for a public park and stormwater detention facility, These lots will be owned as noted in chart above.

ACCESS: The lots will be accessed by way of dedicated public streets. Necessary rights of way will be dedicated with the plat, as shown in the chart below.

STREET	CLASSIFICATION	COMMENT
Creekside Boulevard South	Local	
52nd Street South	Local	
53rd Street South	Local	
Lost Creek Boulevard South	Collector	
54th Street South	Local	
55th Street South	Local	
56th Street South	Local	
Veterans Boulevard South	Arterial	100-foot right of way dedication depicted on the subdivision plat. This street was formerly identified as 57th Street South.
64th Avenue South	Arterial	100-foot right of way dedication depicted on the subdivision plat
65th Avenue South	Local	
66th Avenue South	Local	
68th Avenue South	Local	

ANALYSIS, TIMELINE and CONTEXTUAL CONSIDERATIONS:

NEGATIVE ACCESS EASEMENTS: The negative access easements (NAE's) depicted on the plat are intended to manage access along arterial streets and along local and collector streets near intersections with arterial streets. These NAE's reinforce the City's access spacing regulations.

SHARED USE PATH CONNECTIVITY: Four shared use path routes are proposed as part of this development:

- A 10-foot wide off-road shared use path will be installed along the 64th Avenue South and Veterans Boulevard rights of way, as is the City's practice along arterial streets.
- A shared use path is planned for Lot 14, Block 4 adjacent to the drainage channel. A connection to this path from Creekside Boulevard South will be by way of a 60-foot wide access, Lot 2, Block 4, which will be owned and maintained by the Park District. (Lot 14, Block 4 is owned by the City).
- A shared use path along 66th Avenue South, crossing Blocks 7 and 8, will connect the west side of the subdivision to the path along the drainage channel.
- A shared use path along 68th Avenue South, connecting the west side of the subdivision with the public park on Lot 13, Block 4.

Development of these shared use paths requires coordination between City staff, Fargo Park District, and the developer.

Future phases of this development are intended to include additional shared use path connections.

EXTENSION OF 64th AVENUE SOUTH AND CITY UTILITIES: 64th Avenue South as a paved street, and the City water and sewer lines within that street right of way, currently terminate at 45th Street South, which is one-half mile east of the development.

In order to service the development, 64th Avenue will have to be extended through that half-mile of undeveloped area. The north side of this undeveloped half-mile is not annexed into the City.

Cass Rural Water has a water line in Veterans Boulevard; a City water line would need to be extended along 64th Avenue South to the subject property to create a water line loop.

A sanitary sewer line would also need to be extended along 64th Avenue South to the development. An easement for a sanitary sewer lift station is provided in Lot 1, Block 4. The project master plan is the basis for an overall sanitary sewer master plan.

Storm sewer is provided to the subject property as part of the Southwest Metro Regional Storm Water Pond

TIMING INFRASTRUCTURE INSTALLATION: Infrastructure cannot be installed in 64th Avenue and Veterans Boulevard until 2027, at the earliest. Currently there are no definitive timelines for improving either 64th Avenue South or Veterans Boulevard. Infrastructure can be installed in the subdivision concurrently or after 64th Avenue and Veterans Boulevard construction.

SIDEWALK AND BOULEVARD MAINTENANCE: Sidewalk and boulevard maintenance along arterial streets will be the responsibility of the adjacent property owners, not the City of Fargo.

RELATIONSHIP WITH CITY OF HORACE REGARDING VETERANS BOULEVARD: The City of Fargo and City of Horace are currently negotiating a memorandum of understanding regarding the construction, maintenance, and operation of Veterans Boulevard (previously identified as 57th Street South). To become effective, this MOU will need to be approved by both the Fargo City Commission and the Horace City Council.

RESIDENTIAL CONSTRUCTION: Infrastructure must be in place prior to residential construction. The City does not grant early building permits for residential construction. Home construction could start after the substantial completion of the neighborhood infrastructure, which could be as soon as late fall 2027. Residences will not be completed until 2028

SERVICING THIS AREA: The subject property was annexed into the City in 2006 as part of a larger annexation along the western boundary of Fargo's extra-territorial jurisdiction, and this area has since been in the city limits though somewhat remote from the main area of Fargo. No City utilities or paved streets were provided to this area at the time of annexation, and no development was undertaken. This is a different process from what the City generally does today, which is to annex property only when it is contiguous to the City; where City utilities and paved roads can be extended into the annexed area from existing utility lines and roads; and when the property to be annexed is ready to develop and development has been proposed.

As a result of this premature annexation, some services cannot be provided at this time to the area of the subject property, as noted below:

PLOWING SNOW ON PUBLIC STREETS: At this time, the Public Works department is not staffed or funded to expand their area of responsibility for plowing snow while still meeting a 24-hour time frame for snow removal response. This time frame is an adopted protocol based on City Commission expectations. Additional allocations of staff and funding for the Public Works Department are not currently planned. The public works budget items will be discussed as the project proceeds through the platting and city budgeting process.

POLICE RESPONSE: At this time, the police department's ratio of officers per thousand population is 1.4. The police department is targeting a ratio of 1.6 officers per thousand population. The Police Department does not believe the Department can catch up until expansion is slowed or sufficient budgetary funding is provided. Additional allocations of staff and funding to improve the officers-per-thousand-residents ratio, or to build a police substation on the south side, are not currently planned.

CAPACITY OF WEST FARGO PUBLIC SCHOOLS: The subject property is within the West Fargo Public School District. The district's administration stated to Planning staff that the area of the subject property has not yet been included in their analysis of future student population, so capacity to accommodate a large number of students at all grade levels in this area is not yet built into the school district's population modeling and facility master plans. The school district reminded the city staff that part of the High School feeder system that this school would be located in includes a proposed school in Horace city limits. Recently the bond required to approve that school failed to receive a supportive public ballot vote. A letter from the district's administration with more detailed comments is attached.

SOUTHERN VALLEY FIRE DISTRICT LAWSUIT: There is a pending lawsuit against the City of Fargo from Southern Valley Fire District. The outcome of this lawsuit could impact whether the properties within the area of this lawsuit, including this development, will be served by Fargo Fire or Southern Valley Fire. Property taxes and response times could be affected.

ACTION AT THE MAY 5th, 2026 PLANNING COMMISSION

At the May 5th, 2026, Planning Commission, the Commission heard a presentation from City staff, including Planning, Public Works, and Finance, as well as from West Fargo Public School District.

Staff made the following points:

- The development of this vacant tract, has a unique development trajectory than typical, as the subject property was annexed into the City in 2006 based on extraterritorial jurisdictional legislative tactics at the time. Regardless, no City services were extended to this property and no development was proposed at the time, nor has the city completed utility servicing plans and regional planning for the area quite yet. Typically, in recent years, property would need to be annexed through a developer request before initiating the development review and entitlement

processes. Initiating development through annexation methods would give staff more upfront planning time and commission approval processes.

- The subject property is almost entirely surrounded by farmland; there are no natural or man-made barriers to wind. This means that during the winter, even if there no actual blizzard, Public Works will be challenged to keep 64th Avenue South from 45th Street South to the development, as well as streets within the development, open while still maintaining the level of service in the rest of the City that has come to expect. This situation could compromise emergency service access.

- Many services that the City provides are funded by the general fund. Due to recent action by the North Dakota legislature, growth of City property tax revenues is capped at three percent of the previous year's total, and ability to raise the mill levy is effectively eliminated. This cap severely limits the City's ability to respond to changes in demand for services.

- The City has to provide services to the development when certificates of occupancy are issued for the residences—referred to as "Day One"--- but, due to the City's two-year property tax exemption on new residences, the City will not receive the full property tax from the residences until that exemption expires, two years after the certificates of occupancy have been issued.

- Growth of the departments that provide City services has not always kept pace with the physical growth of the City in recent years due to budget limitations.

- 64th Avenue South is currently unimproved west of 45th Street South. Part of the Southwest Metro Stormwater Pond project, which is scheduled to be completed this summer, is grading and graveling 64th Avenue South from 45th Street South to Veterans Boulevard. Currently there are no plans to pave this stretch of 64th Avenue South.

- The City of Fargo and City of Horace have been working on a memorandum of understanding (MOU) regarding the development of the Veterans Boulevard corridor all the way south to 100th Avenue South. (*This MOU is also referred to above*)

The Commission heard a presentation from a representative of the West Fargo Public School District. The representative made the following points:

- Discussed the current capacity of the elementary schools in the southern tier of the district, including areas in Fargo, West Fargo, and Horace. Some new students could be accommodated with the current capacity. However, additional classroom space will be needed if there will be continued growth in this area. The current 5-year capital construction plan does not include the addition of new elementary classroom space.

- The current five-year capital construction plan increases the capacity at Heritage Middle School and Horace High School, which would serve the middle school and high school students living in the proposed Lost Creek development.

The Commission also heard a presentation from the applicant, who made the following points:

- The applicant referred to a laydown item he had provided to the Commission. A copy of this item is attached.

- The City has made a substantial investment in growth in this area, such as the Southwest Metro Stormwater Pond, improving 45th Street South down to 76th Avenue South; improving 64th Avenue South over Interstate 29 to 45th Street South; a new fire station on 64th Avenue South on the east side of Interstate 29, and the planned 64th Avenue interchange with Interstate 29. This project is close to City services.

- The development will provide a variety of housing types—multi-family, townhomes, and single-family lot sizes between 50 and 70 feet wide.

- The completed project will provide approximately $250 million in property taxes to the City.

- Concerned that if the City adopts a completely linear approach to development based on the growth plan, in which one grid within a super-grid would have to be completely developed before development in the next grid could begin, a single landowner could halt growth in the rest of the super-grid if that owner were not ready to develop.

- It will be at least two years until residences are established in the development.

- At this time, there are only about 125 available lots in Fargo, plus approximately 130 more coming next year with the next phase of Selkirk Place Fourth Addition.

One person testified in favor of the project and made the following points:

- A healthy inventory of available residential lots in two years' supply. Currently there is about a three months' supply of available lots.

- There are many steps between approval of this project and actual construction of residencies, but the first step of approval has to be taken before any other of those steps can occur.

In response to the points made by staff, the applicant, and the testifier, the Planning Commission made the following points:

- It should be up to City staff to determine when this project is ready to go forward.

- There is a need for housing. Development within a super-grid should not be "hamstrung" by the fact that the grids within the super-grid do not develop at the same rate.

- There was a difference of opinion among the Commissioners as to whether or not this project should be considered "leap-frog" development (that is, development that requires a significant extension of City services through undeveloped territory to reach the project site).

- The Planning Commission has been told that questions about financing, budgeting, and provision of City services for developments are outside of the Commission's purview.

- If the development is denied, the City may lose an opportunity to build up an inventory of available residential lots that could take some years to recapture.

- The City Commission must have the discussion regarding the budget-related questions for this project.

After hearing all the presentations and testimony, the Planning Commission voted to recommend approval of the project to the City Commission by a vote of 7-2 with two Commissioners absent. The motion is stated below.

FINDINGS:

Zone Change:

Section 20-0906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

1. Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?

The property is currently zoned AG, Agricultural. The proposed zoning of SR-4, SR-5, and MR-3 with conditional overlay will allow the proposed single-family and multi-family development. The conditional overlay for the MR-3 zoned properties will provide building and site design standards. The proposed P/I zoning will accommodate the proposed public park and trail connection lots as well as the City of Fargo

owned lot for the drainage course. The proposed zoning aligns with the area plan and growth plan related to future land use designations. **(Criteria Satisfied)**

2. **Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?**
City staff and other applicable review agencies have reviewed this proposal and at this time are unable to provide the necessary public services, facilities, and programs to serve the development. Specifically, the City's Public Works and Police Departments cannot provide the required level of service at this time or in the foreseeable future to this area, and public school capacity for students who would live in this area has not yet been established by West Fargo Public School. Developing that capacity will take some time and more information about the future related public agency budgets status as related to general fund growth limitations will need to be explored during the remainder of 2026. Additionally, response time for fire protection faces an uncertain future based on the pending lawsuit noted above.

Staff has spent much attention on future budgeting needs as it relates to budget growth limitations due to rising costs of construction and maintenance. Staffing growth and resources has remained the same or been reduced over recent years without the increase to serve and build to accommodate growth. The 2024 Growth Plan lays out the Future Place Types, Growth Centers and Growth Grid, and the supporting guidance for financial resource analysis specifically in pages 112-121 of the plan. In staff's perspective there are too many uncertainties to future revenues. Staff recognizes the developer's needs and the housing market and supply challenges our region faces. But that at this time the future remains too uncertain as the city explores new development tools and forecasts constraints.

While there is already considerable investment in the area with regional stormwater improvements, there are other resource development and investments not yet accumulated to assemble for deployment in this area.
(Criteria NOT Satisfied)

3. **Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?**
Staff has no evidence to suggest that this zoning change would adversely affect the condition or value of the property in the vicinity. Based on typical development patterns, the surrounding value would increase in condition and value and spur more development. Written notice of the proposal was sent to all property owners within 300 feet of the subject property. To date, Planning staff has received no comments or inquiries about the project. Staff finds that the approval of the zoning change will not adversely affect the condition or value of the property in the vicinity. **(Criteria satisfied)**

4. **Is the proposed amendment consistent with the purpose of this LDC, the Growth Plan, and other adopted policies of the City?**
The LDC states "This Land Development Code is intended to implement Fargo's Comprehensive Plan and related policies in a manner that protects the health, safety, and general welfare of the citizens of Fargo." The proposed development is considered premature based on the Growth Grid process of preferred geographic sequencing for orderly growth described in the Growth Plan. The proposed development is not consistent with the City's policies concerning providing adequate street maintenance, police protection, and public school capacity to any new subdivision. Additionally, response time for fire protection faces an uncertain future based on the pending lawsuit noted above. The inability to provide these services may negatively affect the public's health, safety, and welfare. Focusing resources on these proposed growth patterns will detract resources or growth needed in existing already-developed areas of the city. **(Criteria NOT satisfied)**

(continued on next page)

Subdivision

The LDC stipulates that the following criteria are met before a major plat can be approved:

- **Section 20-0907.C.1 (Development Review Procedures—Subdivisions—Major Subdivisions) of the LDC stipulates that no major subdivision plat application will be accepted for land that is not consistent with an approved Growth Plan or zoned to accommodate the proposed development.**

The proposed development is not consistent with the Growth Plan as the development is considered premature based on the Growth Grid process of preferred geographic sequencing for orderly growth described in the Growth Plan. As noted in the Zone Change findings above, changing this property from the current zoning of AG, Agricultural to zones which would allow entitlements and development is not supported at this time. 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, Planning staff has received no citizen comments or inquiries about the project. **(Criteria NOT Satisfied)**

- **Section 20-0907.B.4 of the LDC further stipulates that the Planning Commission shall recommend approval or denial of the application and the City Commission shall act to approve or deny, based on whether it is located in a zoning district that allows the proposed development, complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments and found to meet the standards of Article 20-06 and other applicable requirements of the Land Development Code. However, as noted in the Zone Change findings above, changing this property from the current zoning of AG, Agricultural to zones which would allow development and require deployment of resources that are not yet acquired is not supported.
(Criteria NOT Satisfied)

- **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.**

Any public improvements associated with the project (whether rehabilitation of existing infrastructure or new proposed improvements) will be funded in accordance with the City's Infrastructure Funding Policy, which may include the use of special assessments. A corresponding Capital Improvement Plan (CIP) and budget adjustment for Public Works would be needed to support this development to the standards that are required. The development of the agreement with the City of Horace and confidence with the West Fargo School District would need to be confirmed.

During this plat development and coordination with the developer with the development layout, there were scenarios and schematics explored. Staff is seeing a minimization of amenities and neighborhood scale improvements that can be financially supported either publicly or privately. This shows up through boulevard improvements for double fronted lots, small parks and open spaces for the multi-family and access to the parks/trails, and other defining factors for open space. The developer and staff have done a good job balancing the regulations against the layout preferences to develop and create a neighborhood that will be a positive addition to the city. Many of these details are affirmed in the amenities plan, Conditional-Overlay zoning, developer agreement and private covenants.

City staff has developed an amenities plan to define certain aspects of the development, including stormwater, utility connections, and access. This amenities plan will be reviewed and signed by the applicant and reviewed by the Public Works Project Evaluation Committee (PWPEC) prior to the final City Commission hearing for this subdivision, definitions and details are still being developed. If approval is proposed by the Planning Commission, staff would seek conditional approval based on these documents being finalized. A draft amenities plan is attached. **(Criteria NOT Satisfied)**

(continued on next page)

NOTE ON RECOMMENDED MOTIONS:

The Planning Commission recommended approval of this project; staff's recommendation was for denial. Both motions are noted below. At the City Commission meeting, staff will have the draft of both motions available for consideration. It should be noted, that this is a unique predicament as staff is wrestling between the desire to provide residential lots for builders and the immediate challenges of the increasing costs of construction and services. To consider these implications staff suggests the Planning Department obtain direction to proceed with the following next steps. These steps are date uncertain as each item requires collaboration and approval by the various representative authorities:

1. Continue work with City Engineering to finalize and bring back to City Commission for review:
   a. Infrastructure design and costs considerations
   b. Amenities plan and developers' agreements
   c. Special assessment and funding allocation plan for regional and local infrastructure
   d. MOU with City of Horace regarding Veterans Boulevard corridor

2. Continue work with City Finance and City Commission to bring back to City Commission for review:
   a. 2027 budget approval including consideration of Public Works and Police servicing needs

Recommended Motions:

Planning Commission Recommendation: To accept the findings and recommendation of the Planning Commission and hereby waive the requirement to receive the rezoning Ordinance one week prior to the first reading and place the rezoning Ordinance on for first reading and move to approve the proposed 1) zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of **Lost Creek First Addition,** as the proposal does comply with Fargo Growth Plan 2024, Sections 20-0906.F (1-4) and 20-0907 of the Land Development Code and all other applicable requirements of the Land Development Code

Staff's Recommendation: To accept the findings and recommendations of staff and move to **deny** the proposed: 1) zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of **Lost Creek First Addition**, as outlined in the staff report; as the proposal **does not** comply with Fargo Growth Plan 2024, Sections 20-0906.F (1-4) and 20-0907 of the Land Development Code.

Planning Commission Recommendation: May 5th, 2026

At the May 5th, 2026 Planning Commission, that Commission, by a vote of 7-2 with two Commissioners absent, did not accept staff's findings and recommendation and instead approved the motion that "The Planning Commission finds that the proposal does comply with Fargo Growth Plan 2024, Sections 20-0906.F (1-4) and 20-0907 of the Land Development Code and all other applicable requirements of the Land Development Code and moves to recommend approval to the City Commission of the 1) zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of **Lost Creek First Addition."**

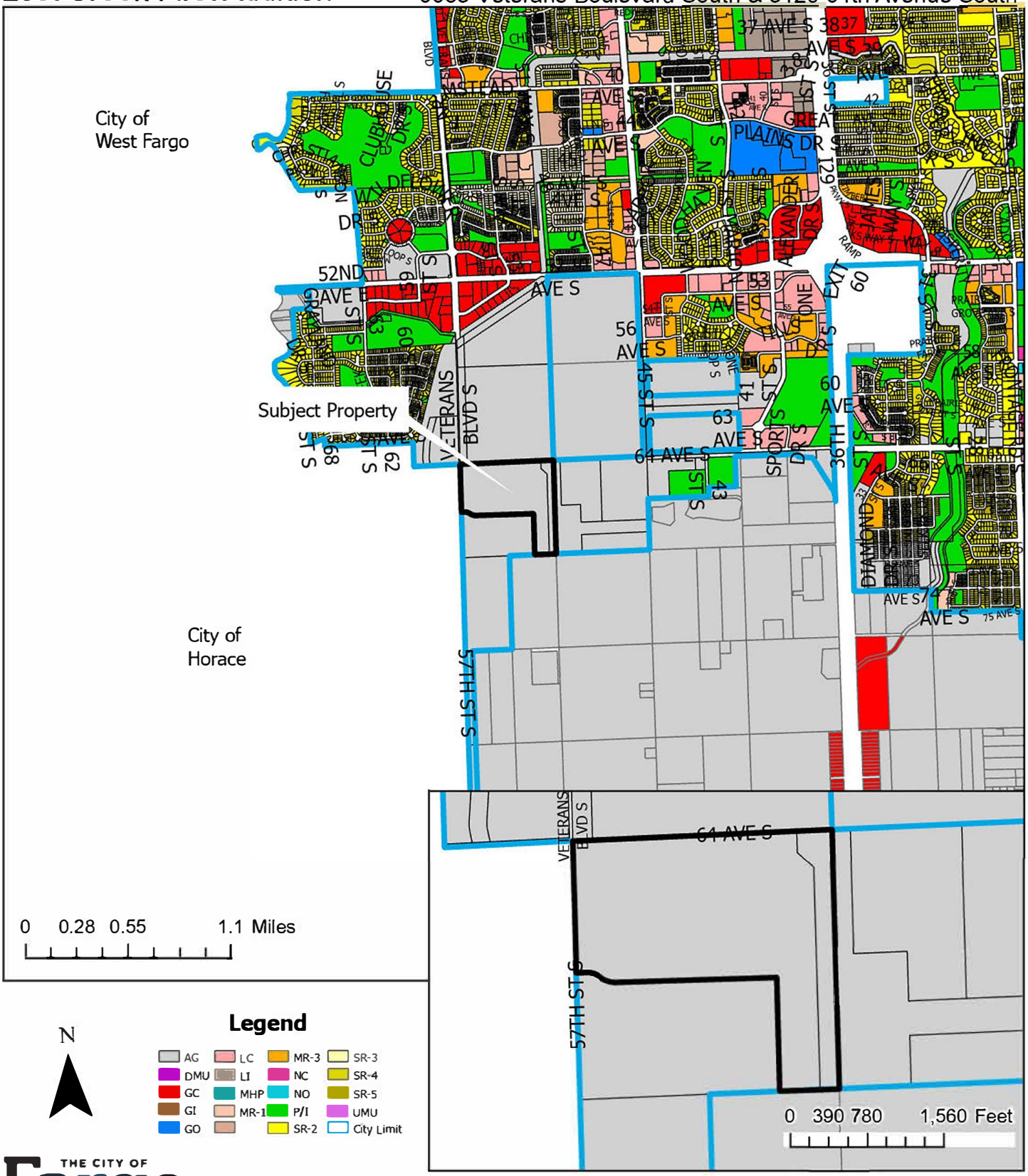
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat
4. Zoning Exhibit (provided by applicant)
5. Draft Conditional Overlay
6. Project narrative
7. Master plan (for reference only)
8. Draft amenities plan
9. Letter from West Fargo Public School's administration
10. Laydown item provided by applicant from May 5th, 2026 Planning Commission hearing

Major Subdivision & Zone Change from AG, Agricultural to SR-4, Single-Dwelling, Residential, SR-5 Single-Dwelling Residential, MR-3 Multi-Dwelling Residential with a C-O, Conditional Overlay; and P/I, Public/Institutional

Lost Creek First Addition

6685 Veterans Boulevard South & 5120 64th Avenue South



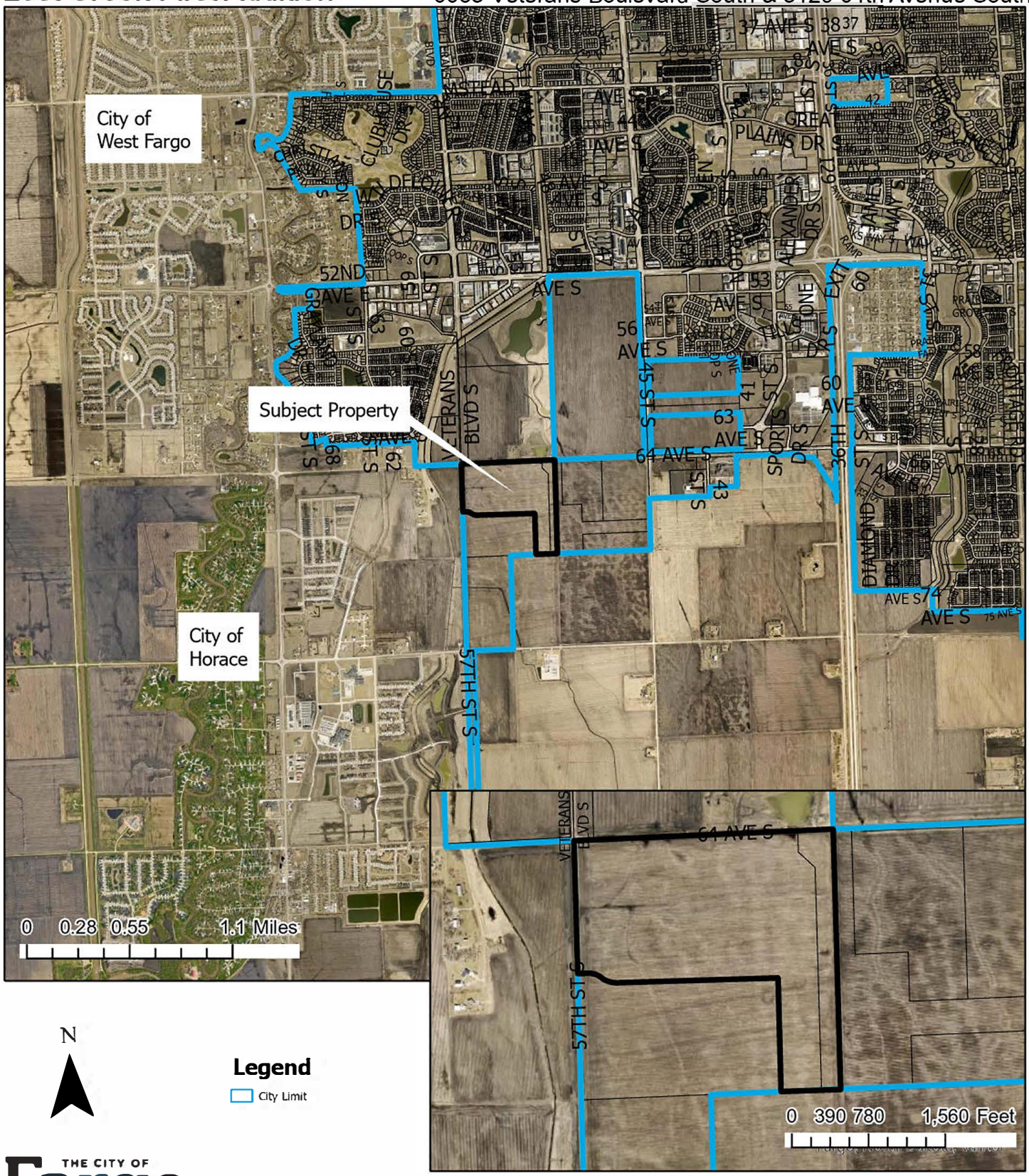
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

Major Subdivision & Zone Change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5 Single-Dwelling Residential, MR-3 Multi-Dwelling Residential with a C-O, Conditional Overlay; and P/I, Public/Institutional

Lost Creek First Addition

6685 Veterans Boulevard South & 5120 64th Avenue South



N

Legend

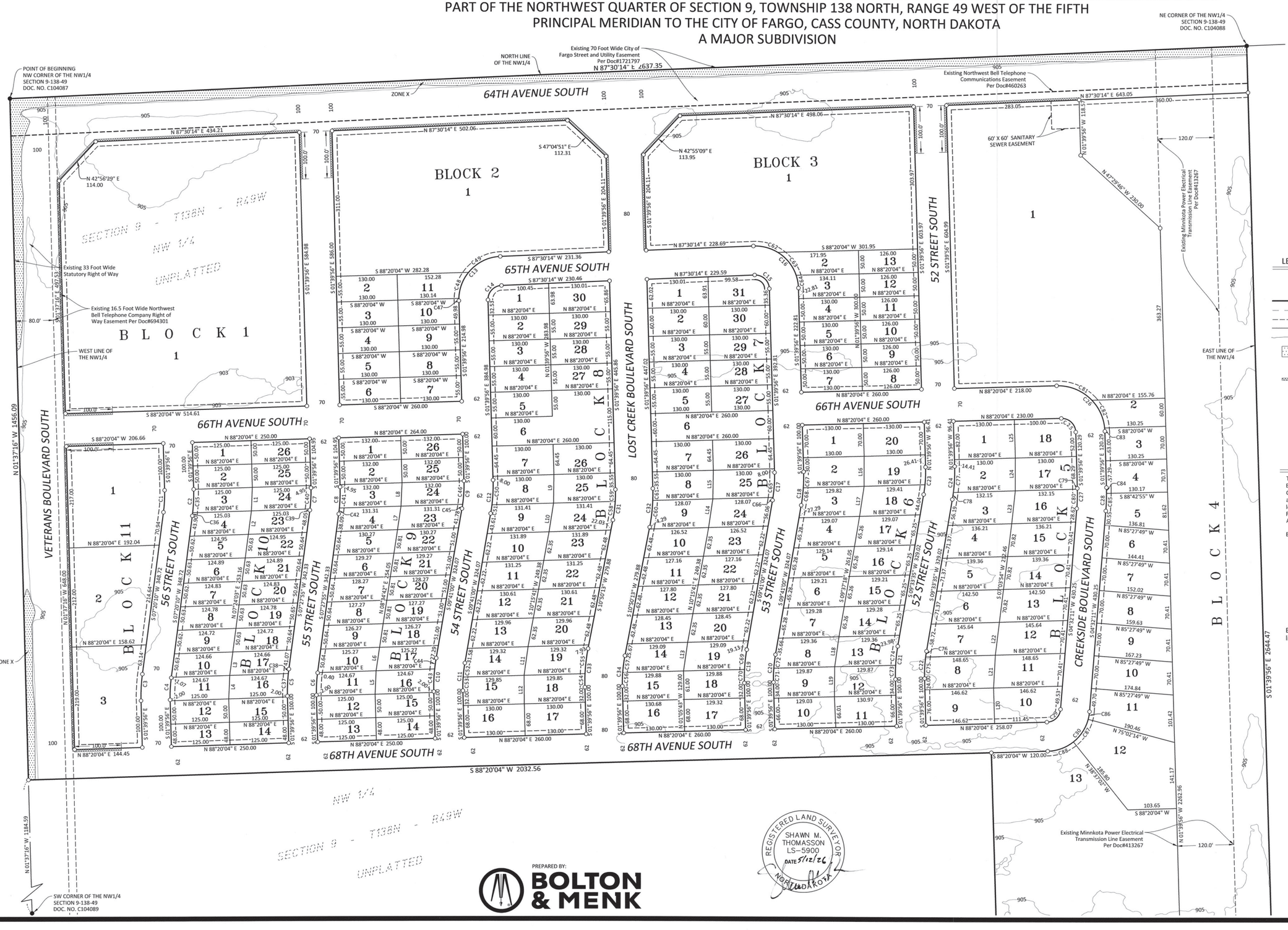
City Limit

THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION



0 100 200
SCALE IN FEET

Basis of Bearings:
City of Fargo Ground Coordinate System, US Survey Foot.
Vertical Datum: NAVD88

LEGEND

- 5/8" x 18" LONG REBAR, MONUMENT SET OR TO BE SET, CAP MARKED BY LIC. NO. LS-5900
- 5/8" DIAMETER REBAR FOUND
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- QUARTER SECTION LINE
- 905 EXISTING CONTOUR LINE PER CITY OF FARGO LIDAR CONTOUR DRAWINGS NAVD88 DATED 2017
- AREA NOT WITHIN SPECIAL FLOOD HAZARD AREA (ZONE X)
- NEGATIVE ACCESS EASEMENT "Negative Access Easement, as noted on this plat, is a easement dedicated as part of the right of way dedication which easement denies direct vehicular access to a street or public way from the lot or lots adjacent to such street or way. The negative access easement is not a strip of land of any certain width, but is a line coterminous with the boundary of the adjacent lot or lots".

NOTES

THE SUBJECT PROPERTY LIES WITHIN ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) AND ZONE X (0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) AS SHOWN ON THE CURRENT FLOOD INSURANCE RATE MAP NO. 38017C0767H , HAVING AN EFFECTIVE DATE OF SEPTEMBER 25, 2026.

BASE FLOOD ELEVATION: 905.7

Public utility easements are shown thus:

LOT — STREET — AVENUE

Being 10 feet in width and adjoining street right of way lines as shown on the plat, unless otherwise indicated.

BENCHMARK

"FMM09" (ALUMINUM ROD INSIDE SLEEVE) 720'± NORTH OF INTERSECTION OF CO. RD 17 AND 76OTH AVE. S., ELEVATION= 908.75 (NAVD 88 DATUM)

DOCUMENTS OF RECORD

1. Permanent Drainage Easement to City of Fargo, Southeast Cass Water Resource Board and the State of North Dakota, recorded as Document No. 599750.
2. Easement Release Agreement recorded as Document No. 1195415.
3. Partial Release of Easement, recorded as Document No. 1354392.

REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
LS-5900
DATE 5/12/26
NORTH DAKOTA

PREPARED BY:
BOLTON & MENK

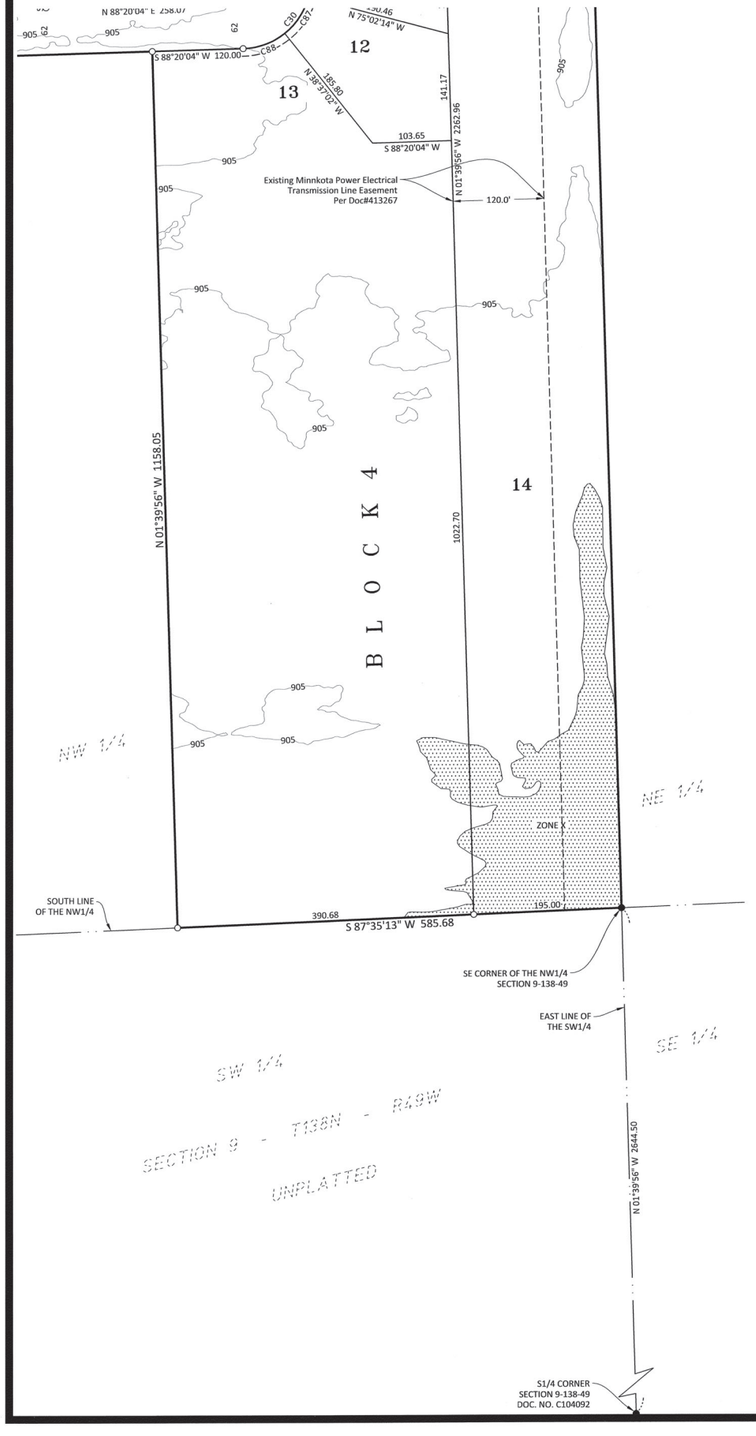
SHEET 1 OF 3

684

SMT 05/12/26 24X.140821V-PROP-PLTF-06.dwg

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION



BLOCK 1	
LOT #	SQ. FT.
1	295788

BLOCK 2	
LOT #	SQ. FT.
1	170969
2	7150
3	7150
4	7150
5	7150
6	7150
7	7150
8	7150
9	7150
10	7150
11	7571

BLOCK 3	
LOT #	SQ. FT.
1	166549
2	7420
3	6539
4	6500
5	6500
6	6500
7	6500
8	6300
9	6300
10	6300
11	6300
12	6300
13	6300

BLOCK 4	
LOT #	SQ. FT.
1	245406
2	537429
3	9101
4	9140
5	9927
6	9843
7	10375
8	10908
9	11440
10	11973
11	15013
12	27919
13	431933
14	529088

BLOCK 5	
LOT #	SQ. FT.
1	10660
2	9104
3	9383
4	9645
5	9865
6	10085
7	10309
8	10404
9	11143
10	10680
11	10335
12	10300
13	10085
14	9865
15	9545
16	9438
17	9175
18	10467

BLOCK 6	
LOT #	SQ. FT.
1	9100.0
2	8281
3	8246
4	8263
5	8267
6	8272
7	8277
8	8328
9	8318
10	8548
11	8612
12	8319
13	8252
14	8277
15	8272
16	8267
17	8263
18	8290
19	8347
20	9100

BLOCK 7	
LOT #	SQ. FT.
1	8186
2	7800
3	7150
4	7150
5	7150
6	15600
7	7379
8	7852
9	7714
10	7737
11	7777
12	7816
13	7855
14	7940
15	7976
16	8863
17	8817
18	7881
19	7857
20	7855
21	7816
22	7777
23	7737
24	7767
25	7767
26	8379
27	7150
28	7150
29	7150
30	7800
31	8231

BLOCK 8	
LOT #	SQ. FT.
1	8008
2	7150
3	7150
4	7150
5	7150
6	22750
7	8379
8	8923
9	8019
10	8026
11	7987
12	7947
13	7908
14	7937
15	7955
16	8840
17	8840
18	7902
19	7855
20	7908
21	7947
22	7957
23	8026
24	8078
25	7997
26	8379
27	7150
28	7150
29	7150
30	8440

BLOCK 9	
LOT #	SQ. FT.
1	6600
2	6600
3	6555
4	6535
5	6489
6	6439
7	6389
8	6339
9	6289
10	6249
11	6277
12	6250
13	6000
14	6000
15	6250
16	6213
17	6235
18	6289
19	6339
20	6389
21	6439
22	6489
23	6543
24	6618
25	6600
26	6600

BLOCK 10	
LOT #	SQ. FT.
1	6250
2	6250
3	6222
4	6248
5	6246
6	6243
7	6240
8	6237
9	6235
10	6233
11	6277
12	6250
13	6000
14	6000
15	6250
16	6213
17	6230
18	6235
19	6237
20	6240
21	6243
22	6246
23	6250
24	6285
25	6250
26	6250

BLOCK 11	
LOT #	SQ. FT.
1	44159
2	37169
3	32286

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S2°15'55"W	50.12'
L2	S7°21'33"W	50.63'
L3	S7°19'46"W	50.62'
L4	S2°22'21"W	50.12'
L5	N2°22'24"E	50.12'
L6	N8°08'38"E	50.74'
L7	N8°22'36"E	50.78'
L8	N2°20'40"E	50.12'
L9	N0°40'23"E	61.05'
L10	N8°48'43"E	62.03'
L11	N7°46'44"E	61.84'
L12	N0°29'08"W	61.01'
L13	N8°04'35"E	61.89'
L14	N8°13'20"E	61.92'
L15	N0°56'58"E	61.06'
L16	N0°04'21"W	64.02'
L17	N8°36'31"E	65.04'
L18	N7°58'10"E	64.92'
L19	N0°25'46"E	64.04'
L20	S1°39'56"E	76.00'
L21	N2°53'24"E	70.22'
L22	N6°57'26"E	70.80'
L24	N0°05'29"E	70.03'
L25	N1°39'56"W	82.00'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C1	47.13	300.00	9°00'06"	47.08	N2° 50' 07"E
C2	56.87	362.00	9°00'06"	56.81	N2° 50' 07"E
C3	56.87	362.00	9°00'06"	56.81	S2° 50' 07"W
C4	47.13	300.00	9°00'06"	47.08	S2° 50' 07"W
C5	57.69	362.00	9°07'51"	57.63	S2° 54' 00"W
C6	47.81	300.00	9°07'51"	47.76	S2° 54' 00"W
C7	47.81	300.00	9°07'51"	47.76	N2° 54' 00"E
C8	57.69	362.00	9°07'51"	57.63	N2° 54' 00"E
C9	59.42	300.00	11°20'56"	59.33	N4° 00' 32"E
C10	71.70	362.00	11°20'56"	71.59	S4° 00' 32"W
C11	59.42	300.00	11°20'56"	59.33	S4° 00' 32"W
C12	71.70	362.00	11°20'56"	71.59	N4° 00' 32"E
C13	143.18	92.00	89°10'10"	129.16	S42° 55' 09"W
C14	46.69	30.00	89°10'10"	42.12	S42° 55' 09"W
C15	47.56	30.00	90°49'50"	42.73	N47° 04' 51"W
C16	145.85	92.00	90°49'50"	131.05	N47° 04' 51"W
C17	59.42	300.00	11°20'56"	59.33	N4° 00' 32"E
C18	71.70	362.00	11°20'56"	71.59	N4° 00' 32"E
C19	71.70	362.00	11°20'56"	71.59	S4° 00' 32"W
C20	59.42	300.00	11°20'56"	59.33	S4° 00' 32"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C21	70.92	362.00	11°13'31"	70.81	S3° 56' 50"W
C22	58.78	300.00	11°13'31"	58.68	S3° 56' 50"W
C23	58.78	300.00	11°13'31"	58.68	N3° 56' 50"E
C24	70.92	362.00	11°13'31"	70.81	N3° 56' 50"E
C25	47.12	30.00	90°00'00"	42.43	N46° 39' 56"W
C26	157.08	100.00	90°00'00"	141.42	N46° 39' 56"W
C27	43.30	400.00	6°12'07"	43.28	N1° 26' 08"E
C28	50.01	462.00	6°12'07"	49.98	N1° 26' 08"E
C29	43.88	30.00	83°47'53"	40.07	N46° 26' 08"E
C30	134.55	92.00	83°47'53"	122.88	N46° 26' 08"E
C31	65.46	300.00	12°30'09"	65.33	N4° 35' 08"E
C32	82.92	380.00	12°30'09"	82.76	N4° 35' 08"E
C33	82.92	380.00	12°30'09"	82.76	S4° 35' 08"W
C34	65.46	300.00	12°30'09"	65.33	S4° 35' 08"W
C35	50.16	362.00	7°56'21"	50.12	N2° 18' 14"E
C36	6.71	362.00	1°03'45"	6.71	N6° 48' 17"E
C37	48.14	362.00	7°37'11"	48.11	S2° 08' 39"W
C38	9.55	362.00	1°30'41"	9.55	S6° 42' 35"W
C39	2.59	300.00	0°29'40"	2.59	N7° 13' 05"E
C40	45.22	300.00	8°38'11"	45.18	N2° 39' 10"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C41	45.17	362.00	7°08'55"	45.14	N1° 54' 32"E
C42	12.52	362.00	1°58'56"	12.52	N6° 28' 27"E
C43	48.14	362.00	7°37'11"	48.11	S2° 08' 39"W
C44	23.56	362.00	3°43'45"	23.56	S7° 49' 07"W
C45	9.19	300.00	1°45'17"	9.19	N8° 48' 21"E
C46	50.23	300.00	9°35'39"	50.18	N3° 07' 53"E
C47	5.02	105.09	2°44'20"	5.02	S0° 06' 04"E
C48	60.37	92.00	37°35'40"	59.29	S20° 15' 37"W
C49	77.79	92.00	48°26'47"	75.49	S63° 16' 51"W
C50	53.19	362.00	8°25'08"	53.14	N2° 32' 38"E
C51	18.51	362.00	2°55'48"	18.51	N8° 13' 06"E
C52	30.38	300.00	5°48'06"	30.36	S6° 46' 57"W
C53	29.05	300.00	5°32'50"	29.03	S1° 06' 29"W
C54	29.03	380.00	4°22'37"	29.02	S0° 31' 22"W
C55	53.89	380.00	8°07'32"	53.85	S6° 46' 27"W
C56	29.05	300.00	5°32'50"	29.03	S1° 06' 29"W
C57	36.42	300.00	6°57'19"	36.40	S7° 21' 34"W
C58	39.98	300.00	7°38'09"	39.95	N7° 01' 09"E
C59	25.48	300.00	4°52'00"	25.47	N0° 46' 04"E
C60	57.45	380.00	8°39'44"	57.39	N6° 30' 21"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C61	25.47	380.00	3°50'25"	25.47	N0° 15' 17"E
C62	54.26	92.00	33°47'25"	53.47	N75° 36' 04"W
C63	63.98	92.00	39°50'54"	62.70	N38° 46' 54"W
C64	27.61	92.00	17°11'31"	27.50	N10° 15' 42"W
C65	53.28	300.00	10°10'32"	53.21	N3° 25' 20"E
C66	6.14	300.00	1°10'23"	6.14	N9° 05' 48"E
C67	34.05	362.00	5°23'22"	34.04	N1° 01' 45"E
C68	37.65	362.00	5°57'34"	37.64	N6° 42' 13"E
C69	42.67	362.00	6°45'14"	42.65	S6° 18' 23"W
C70	29.03	362.00	4°35'42"	29.02	S0° 37' 55"W
C71	30.05	300.00	5°44'21"	30.04	S1° 12' 15"W
C72	29.37	300.00	5°36'35"	29.36	S6° 52' 42"W
C73	30.03	362.00	4°45'13"	30.03	S0° 42' 41"W
C74	40.89	362.00	6°28'18"	40.87	S6° 19' 26"W
C75	46.18	300.00	8°49'13"	46.14	S2° 44' 40"W
C76	12.59	300.00	2°24'19"	12.59	S8° 21' 26"W
C77	55.81	362.00	8°50'03"	55.76	N2° 45' 05"E
C78	15.11	362.00	2°23'29"	15.11	N8° 21' 51"E
C79	1.71	333.46	0°17'37"	1.71	S1° 39' 56"E
C80	41.59	404.35	5°53'35"	41.57	N1° 33' 46"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C81	83.66	100.00	47°55'59"	81.24	N67° 41' 57"W
C82	66.42	100.00	38°03'11"	65.20	N24° 42' 22"W
C83	7.01	100.00	4°00'50"	7.00	N3° 40' 21"W
C84	12.58	462.00	1°33'35"	12.58	N0° 53' 09"W
C85	37.43	462.00	4°38'32"	37.42	N2° 12' 55"E
C86	16.74	92.00	10°25'35"	16.72	N9° 44' 59"E
C87	58.48	92.00	36°25'12"	57.50	N33° 10' 22"E
C88	59.33	92.00	36°57'06"	58.31	N69° 51' 31"E



0 100 200
SCALE IN FEET

Basis of Bearings:
City of Fargo Ground Coordinate System, US Survey Foot.
Vertical Datum: NAVD88

LEGEND

- 5/8" x 18" LONG REBAR, MONUMENT SET OR TO BE SET, CAP MARKED BY LIC. NO. LS-5900
- 5/8" DIAMETER REBAR FOUND
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- QUARTER SECTION LINE
- 905 EXISTING CONTOUR LINE PER CITY OF FARGO LIDAR CONTOUR DRAWINGS NAVD88 DATED 2017
- AREA NOT WITHIN SPECIAL FLOOD HAZARD AREA (ZONE X)

REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
LS-5900
DATE 5/12/26
NORTH DAKOTA

PREPARED BY:
BOLTON & MENK

DOCUMENTS OF RECORD

1. Permanent Drainage Easement to City of Fargo, Southeast Cass Water Resource Board and the State of North Dakota, recorded as Document No. 599750.
2. Easement Release Agreement recorded as Document No. 1195415.
3. Partial Release of Easement, recorded as Document No. 1354392.

BENCHMARK

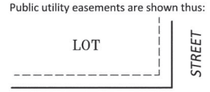
"FMM09" (ALUMINUM ROD INSIDE SLEEVE) 720'± NORTH OF INTERSECTION OF CO. RD 17 AND 760TH AVE. S., ELEVATION= 908.75 (NAVD 88 DATUM)

NOTES

THE SUBJECT PROPERTY LIES WITHIN ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) AND ZONE X (0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) AS SHOWN ON THE CURRENT FLOOD INSURANCE RATE MAP NO. 38017C0767H , HAVING AN EFFECTIVE DATE OF SEPTEMBER 25, 2026.

BASE FLOOD ELEVATION: 905.7

Public utility easements are shown thus:



Being 10 feet in width and adjoining street right of way lines as shown on the plat, unless otherwise indicated.

SHEET 2 OF 3

SMT 05/12/26 24X.140821V-PROP-PLT-06.dwg

685

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Tones, LLC, a North Dakota limited liability company, JB Real Estate Investments, LLC, a North Dakota limited liability company, The City of Fargo, and Bank Forward,as Mortgage, being owners of a parcel of land located in that part of the Northwest Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter; thence North 87 degrees 30 minutes 14 seconds East on an assumed bearing along the north line of said Northwest Quarter for a distance of 2637.35 feet to the northeast corner of said Northwest Quarter; thence South 01 degree 39 minutes 56 seconds East along the east line of said Northwest Quarter for a distance of 2644.47 feet to the southeast corner of said Northwest Quarter; thence South 87 degrees 35 minutes 13 seconds West along the south line of said Northwest Quarter for a distance of 585.68 feet; thence North 01 degree 39 minutes 56 seconds West for a distance of 1158.05 feet; thence South 88 degrees 20 minutes 04 seconds West for a distance of 2032.56 feet to the west line of said Northwest Quarter; thence North 01 degree 37 minutes 16 seconds West along said west line for a distance of 1456.09 feet to the point of beginning.

Said tract contains 104.84 acres, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

Said owners have caused the above described parcel of land to be surveyed and platted as "LOST CREEK FIRST ADDITION" to the City of Fargo, Cass County, North Dakota and do hereby dedicate to the public, for public use forever, the streets, and the utility easements as shown on this plat.

OWNER: JB Real Estate Investments, LLC
Lots 5-13, Block 3; Lots 1-13, Block 4; All of Blocks 5 & 6;
Lots 3-10 & 14-31, Block 7

_____
By: James Bullis, President

State of North Dakota }SS
County of Cass

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared James Bullis, President, JB Real Estate Investments, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of JB Real Estate Investments, LLC.

_____
Notary Public

OWNER: Tones, LLC
All of Blocks 1 & 2; Lots 1-4, Block 3;
Lots 1-2 & 11-13, Block 7; All of Blocks 8, 9, 10 & 11

_____
By:

_____
Its:

State of _____ }SS
County of _____

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared _____, _____, Tones, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of Tones, LLC.

_____
Notary Public

MORTGAGE HOLDER:
Bank Forward

_____
By:

_____
Its:

State of _____ }SS
County of _____

On this _____ day of _____, in the year 2026 before me, a notary public within and for said County and State, personally appeared _____, _____, Bank Forward, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of Bank Forward.

_____
Notary Public

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Shawn M. Thomasson, Registered Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown, and that the outside boundary lines are correctly designated on the plat.

Shawn M. Thomasson Date: 5-12-26
Shawn M. Thomasson, Professional Land Surveyor
North Dakota License Number LS-5900

REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
LS-5900
DATE 5/12/26
NORTH DAKOTA

State of North Dakota }SS
County of Cass

On this 12 day of May, 2026, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Amber Coulthart
Notary Public

AMBER COULTHART
Notary Public
State Of North Dakota
My Commission Expires July 1, 2029

OWNER: CITY OF FARGO
Lot 14, Block 4

_____ Attest: _____
By: Timothy J. Mahoney, Mayor Steven Sprague, City Auditor

State of North Dakota }SS
County of Cass

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, Auditor, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

_____
Notary Public

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this _____ day of _____, 2026.

_____
Tom Knakmuhs, P.E., City Engineer

State of North Dakota }SS
County of Cass

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Tom Knakmuhs, P.E., City Engineer known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Fargo.

_____
Notary Public

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planing Commission this _____ day of _____, 2026.

_____
Maranda R. Tasa, Planning Commission Chair

State of North Dakota }SS
County of Cass

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Maranda R. Tasa, Planning Commission Chair, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

_____
Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 2026.

_____
Timothy J. Mahoney, Mayor

Attest: _____
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota }SS
County of Cass

On this _____day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Timothy J. Mahoney, Mayor, and Angie Bear, known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledged that they executed the same ad their free act and deed on behalf of the City of Fargo.

_____
Notary Public

PREPARED BY:
BOLTON & MENK

989

SMT 05/12/26 24X.140821V-PROP-PLTF-06.dwg

Lost Creek

An EagleRidge Community

EAGLERIDGE DEVELOPMENT

POINT OF BEGINNING
NW CORNER OF THE NW1/4
SECTION 9-138-49
DOC. NO. C104087

NORTH LINE
OF THE NW1/4

Existing 70 Foot Wide City of
Fargo Street and Utility Easement
Per Doc#1721797

Existing Northwest Bell Telephone
Communications Easement
Per Doc#460263

NE CORNER OF THE NW1/4
SECTION 9-138-49
DOC. NO. C104088

ZONE X

64TH AVENUE SOUTH

1
7.2 (6.9) acres

Existing 33 Foot Wide
Statutory Right of Way

Existing 16.5 Foot Wide Northwest
Bell Telephone Company Right of
Way Easement Per Doc#694301

80.0'

WEST LINE OF
THE NW1/4

4.0 acres

3.9 acres

1
5.7 acres

52 STREET SOUTH

56 STREET SOUTH

55 STREET SOUTH

54 STREET SOUTH

53 STREET SOUTH

65TH AVENUE SOUTH

10

12

PARK

PARK

66TH AVENUE SOUTH

66TH AVENUE SOUTH

57 STREET SOUTH

51 STREET SOUTH

EAST LINE OF
THE NW1/4

ZONE X

26

26

29

34

20

18

11

20

Existing Minnkota Power Electrical
Transmission Line Easement
Per Doc#413267

120.0'

19
PARK

68TH AVENUE SOUTH

LEGEND

- SR-4
- SR-5
- MR-3
- P/I

687

LOST CREEK FIRST ADDITION
DRAFT CONDITIONAL OVERLAY FOR MR-3
APRIL 30, 2026

A. Residential Developments

1. Building Form and Style.

1.1. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Metal panel, finished wood and vinyl shall be allowed on residential structures but should not exceed 75% of the building elevation.

1.2. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.3. The cumulative total building footprint for all accessory buildings shall be a maximum of 40 percent of the primary building coverage.

1.4. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right-of-way.

1.5. Individual accessory buildings shall have a maximum length of 140 ft.

2. Site Design

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped with plantings within planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.1.1. Parking lots;
2.1.2. Any public sidewalk or multi-use path along the perimeter of the lot;

DRAFT

2.1.3. Any public sidewalk system along the perimeter streets adjacent to the development;

2.1.4. Adjacent pedestrian origins and destinations-including, but not limited to transit stops, residential development, office buildings, and retail shopping buildings-where deemed practical and appropriate by the Zoning Administrator; and

2.1.5. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

3. Prohibited Uses. The following uses are prohibited:

3.1. Off premises signage/off premises advertising
3.2. Portable Signs
3.3. Pylon Signs

4 Illegal Splits: Illegal splits will not be considered separate lots as part of the original plat.

DRAFT

EAGLERIDGE

December 15, 2025

Fargo City Planning and Development
Attn: Donald Kress
225 4th Street North
Fargo, ND 58102

RE: Lost Creek First Addition

Dear Mr. Kress:

EagleRidge Companies respectfully submits this application for Lost Creek First Addition. Enclosed for your review are the following completed materials:

- Lost Creek – Master Development Narrative
- Application for Approval of Subdivision, including the following related materials:
  - Preliminary Plat
  - Title Opinion
  - Receipt of Taxes Paid
  - Legal Description
  - Acknowledgment of Special Assessments
- Application for Zoning Map Amendment, including the following related materials:
  - Title Opinion
  - Legal Description
- Check for the application fee in the amount of $900.
- ***Amenities Plan to be submitted at a later date.*

Thank you for your time and consideration. Please do not hesitate to contact us if you have any questions or require additional information.

Respectfully,

Rory Waliser
EagleRidge Development

LOST CREEK
MASTER DEVELOPMENT NARRATIVE

1. Introduction to Lost Creek

Lost Creek is the next major neighborhood in south Fargo. The master plan establishes a balanced mix of housing, parks, trail systems, and neighborhood-serving commercial nodes, all consistent with the City of Fargo's 2024 Growth Plan for Quadrant 4, Super Grid A.

Lost Creek development is proposed to be built in phases over the course of 8–10 years. The goal of this community is to deliver long-term value through housing, public greenway connections, walkability, tax base growth, and sustained construction and operating employment. This project fully supports Fargo's growth intentions to build a more urban, connected, mixed-housing neighborhood, as outlined in the Fargo Growth Plan 2024.

2. Housing Needs

Lost Creek provides a variety of housing that supports Fargo's ongoing need for attainable ownership opportunities and move-up product. The Fargo-Moorhead Housing Needs Analysis (2023) identifies three crisis-level conditions:

1. Insufficient supply vs job growth: Lost Creek delivers an estimated1,800 homes for approximately 4,300 residents across all phases.
2. Need for entry-level + move-up ownership: Lost creek provides a variety of lot sizes, ranging from 50' to 70' wide. This variability will provide both entry-level and move-up opportunities within the same neighborhood.
3. Growing Demand for Rental Housing: Lost Creek will provide a variety of rental housing options ranging from traditional apartments, enhanced apartments, and townhomes. This allows for a complete housing life cycle within the neighborhood.

The Lost Creek neighborhood meaningfully reduces the current housing imbalance by bringing on a smart and comprehensive housing supply over the next decade.

This distribution reflects the Urban Neighborhood intent of the Growth Plan — higher intensity uses placed along collector corridors, transitioning inward to single-family homes, while still offering choice in price point and lifestyle.

3. Integration with Regional Recreation Vision – "Lake Fargo"

Lost Creek is uniquely positioned as the southern greenway connection to the currently being constructed "Lake Fargo". This 80-acre recreational lake and regional retention system is planned to serve 2,300 acres of future growth area located west of I-29 and south of 52nd Avenue South.

Lost Creek directly connects trails to Lake Fargo and adds additional park frontage on the channel and adjacent secondary ponds. These additions help bring to life the City of Fargo's vision for more integrated recreational spaces. This also reflects the City's preferred model of stormwater-linked parks and linear recreation corridors, elevating natural systems beyond utility use into daily public amenities.

4. Smart Land Planning and Efficient Infrastructure Framework.

Lost Creek applies deliberate urban-planning principals that reduce upfront infrastructure cost while lowering the City's long-term maintenance burden.

Key efficiencies include:

- Efficient Grid Street Network: A connected grid minimizes total roadway and utility length per unit of housing, allowing streets, water, sewer, and storm systems to be built in straight, cost-efficient runs rather than curvilinear or cul-de-sac patterns. This design reduces construction cost, long-range snow removal hours, repair surfaces, and life-cycle maintenance costs for the City and its residents.
- Consistent, Standardized Block Lengths: Regular blocks improve development efficiency, simplify lot creation, and avoid irregular parcels that require excess pavement, utility jogs, or multiple access points. Predictable geometry lowers survey, grading, and future reconstruction costs for the City.
- High-Utilization Infrastructure Through Mixed Housing Density: Utilities, roadway capacity, and public services are shared across ±1,800 units and future 4,300 residents, increasing the return on public investment. More residents per linear foot of infrastructure means lower per-household cost exposure for the City over its life cycle.
- Multi-Purpose Stormwater + Greenway System: Stormwater corridors double as park and trail infrastructure, eliminating the need for separate detention ponds, trail corridors, and park nodes. This reduces both installation cost and ongoing operational maintenance for both the City of Fargo and Fargo Park District while providing a higher public amenity.

Lost Creek delivers long-term fiscal efficiency — less infrastructure per household, shared systems across density tiers, and public assets that serve multiple functions. This supports the City's goal of growing in a cost-efficient, maintainable pattern as outlined in the Fargo Growth Plan.

5. Financial Impact

Lost Creek represents a generational scale expansion of Fargo's housing inventory, tax base, and local economic impact. Upon completion of all phases, the neighborhood is projected to support approximately4,300 new residents across an estimated1,800 dwellings.

Reflecting today's construction economics, escalated to completion, Lost Creek is projected to generate:

Economic Metric	Estimated Impact
Stabilized Taxable Valuation	≈ $1.1 Billion
Annual Property Tax Revenue	≈ $13.2 Million/Year
30-Year Property Tax Total	≈ $400 Million
30-Year Local Spending Circulation	≈ $6.3 Billion
Municipal Development Fees (Design, Permitting, Construction, etc)	≈ $15 Million

Lost Creek has a sizeable impact on the overall financial health of the City both short term, during the development and construction, and long term through property taxes and life-cycle local spending from the 4,300 residents.

Lost Creek becomes a permanent tax base engine, not a one-cycle subdivision.

6. Conclusion – Why Lost Creek is a Win for Fargo

Lost Creek is not just another subdivision. It is a complete, thoughtfully planned neighborhood that addresses the housing needs as identified in the Fargo Moorhead Housing Study. It also aligns directly with the Fargo Growth Plan 2024. Finally, it provides a sustained positive financial impact for the City, County, State, and Park District.

Lost Creek First Addition

An EagleRidge Community

EAGLERIDGE DEVELOPMENT



Site Amenities and Project Plan
Lost Creek First Addition
DRAFT May 13, 2026

Location: The subject property is legally referred to as Lost Creek First Addition including Lot 1 of Block 1, Lots 1-11 of Block 2, Lots 1-13 of Block 3, Lots 1-14 of Block 4, Lots 1-18 of Block 5, Lots 1-20 of Block 6, Lots 1-31 of Block 7, Lots 1-30 of Block 8, Lots 1-26 of Block 9, Lots 1-26 of Block 10, and Lots 1-3 of Block 11.

Details: The project is residential in nature and includes about One Hundred Eighty-One (181) SR-4, single dwelling residential zoned lots, three (3) SR-5, single dwelling residential zoned lots, four (4) MR-3, multi-family dwelling residential zoned lots, and five (5) P/I, public institutional zoned lots. As approved, the project is intended to be developed as detached single family, attached single family, multi-family and public park and City lots, pursuant to the LDC.

Right of Way (ROW): The project accommodates right of way dedications for public roadways and utilities, with specific details outlined below:

64th Avenue South: This segment of roadway has been designated as a *mixed-use arterial* roadway.

- ROW dedication shall be 100 feet;
  - Full ROW dedication for 64th Avenue South will be 200 feet, which the additional 100 feet of dedication is not required as part of this subdivision;
- 64th Avenue South is currently a gravel section, which will be required to be improved to a rural asphalt section as part of the public improvements to support this subdivision;
  - The rural asphalt section will need to be improved to a concrete urban section at a future date. Timeframe for the urban section, as well as future lane configurations and widths, is currently unknown and will be at the discretion of the City;
  - Included within the subdivision is ROW dedication for future roundabouts at the intersections of Lost Creek Boulevard South and Veterans Boulevard South. Timeframe for the construction of the roundabouts is currently unknown and will be at the discretion of the City;
- Future access points to 64th Avenue South are limited to the breaks in negative access easements as shown on the plat. As traffic volumes increase, and at the discretion of the City, access points at 52nd Street South and 55th Street South may be reduced from a full access to a limited access;
- 10-foot paths shall be incorporated into the boulevard on the north and south sides, as required by §20.0611;
  - Maintenance of the south boulevard and path, including and not limited to, mowing and snow removal, shall be the responsibility of the adjacent lot property owner. At no time shall the City have responsibility for the maintenance of the boulevard and path.

Veterans Boulevard South: This segment of roadway has been designated as a *mixed-use arterial* roadway.

- ROW dedication shall be 100 feet;
  - Full ROW dedication for Veterans Boulevard will be 200 feet, which the additional 100 feet of dedication is not required as part of this subdivision;
- Veterans Boulevard is currently a gravel section, which will be required to be improved to a rural asphalt section as part of the public improvements to support this subdivision;
  - The rural asphalt section will need to be improved to a concrete urban section at a future date. Timeframe for the urban section, as well as future lane configurations and widths, is currently unknown and will be at the discretion of the City;
  - Included within the subdivision is ROW dedication for a future roundabout at the intersection of 64th Avenue South. Timeframe for the construction of the roundabout is currently unknown and will be at the discretion of the City;

- Future access points to Veterans Boulevard South are limited to the breaks in negative access easements as shown on the plat. As traffic volumes increase, and at the discretion of the City, the access points at 66th Avenue South may be reduced from a full access to a limited only access;
- A 10-foot path shall be incorporated into the boulevard on the east, as required by §20.0611;
    - Maintenance of the east boulevard and path, including and not limited to, mowing and snow removal, shall be the responsibility of the adjacent lot property owner. At no time shall the City have responsibility for the maintenance of the boulevard and path.

Lost Creek Boulevard South: This segment of roadway has been designated as a *residential collector* roadway.

- ROW dedication shall be 80 feet;
- Street width shall be 36 feet with parking allowed on both sides of the street;
- 4.5-foot sidewalk shall be incorporated into the east and west boulevards as required by §20.0611.

55th Street South (64th Avenue South to 66th Avenue South), 56th Street (66th Avenue South to 68th Avenue South), and 66th Avenue South: These segments of roadway have been designated as a *residential neighborhood* roadway.

- ROW dedication shall be 70 feet;
- Street width shall be 32 feet with parking allowed on both sides of the street;
- 4.5-foot sidewalks shall be incorporated into the boulevards as required by §20.0611 unless noted below;
- 10-foot path shall be incorporated into the south boulevard of 66th Avenue South. This trail shall be continuous between Veterans Boulevard South and Lot 14, Block 4.

Creekside Boulevard South, 52nd Street South, 53rd Street South, 54th Street South, 55th Street South (66th Avenue South to 68th Avenue South), 65th Avenue South, and 68th Avenue South. These segments of roadway have been designated as a *residential neighborhood* roadway.

- ROW dedication shall be 62 feet.
- Street width shall be 28 feet with parking allowed on one side of the street.
- 4.5-foot sidewalks shall be incorporated into the boulevards as required by §20.0611.
- 8-foot path shall be incorporated into the south boulevard of 68th Avenue South. This trail shall be continuous between Veterans Boulevard South and Lot 13, Block 4.

Other:

- Street lighting shall be determined by the City Engineering Department and installed per City standards;
- The placement of group mailboxes and parking signs (as applicable) will be coordinated with the Developer and the City of Fargo Engineering Department. These locations shall be determined and agreed upon prior to construction of any public improvements.

Storm Water Management: Lost Creek First Addition is located within the service area of the Southwest Regional Metro Storm Water Pond (SW Metro Pond). As such, the SW Metro Pond has been designed to meet the current City of Fargo's Policy on Storm Water Discharge and Treatment requirements and provides the required storm water quantity and quality for Lost Creek First Addition. No further on-site

storm water facilities will be required if land uses stay consistent with the proposed zoning of Lost Creek First Addition.

Stormwater runoff from Lost Creek First Addition will be routed into the previously constructed stormwater channel within Lot 14, Block 4.

Lot 1, Block 4 will be required to direct all storm water runoff to the storm water channel located immediately east of the lot, within Lot 14, Block 4. The Developer will be allowed one storm water outfall from the lot. No storm water runoff from Lot 1, Block 4 will be allowed to discharge into the 52nd Street South, 64th Avenue South, or 66th Avenue South storm sewer systems. Prior to any site plan approval and any connection from Lot 1, Block 4 to the storm water channel, the Developer and City must enter into a separate sewer easement.

Floodplain Management: Portions of Lost Creek First Addition are located within the existing FEMA Floodplain. It is acknowledged by the Developer that construction of structures shall comply with the City of Fargo's Floodproofing Construction Requirements when applicable, including removing any structure from the FEMA Special Flood Hazard Area by a Letter of Map Revision via fill.

Water Supply: Potable water shall be provided by Cass Rural Water District.

Engineering and Construction Improvements: The Developer shall rely upon and collaborate with the City of Fargo Engineering Department on the design and construction of all public improvements.

- As part of the initial public improvements project, the design and construction of a 10-foot-wide bike trail on the west side of the existing storm sewer channel within Lot 14, Block 4 shall be included.
- The cities of Fargo and Horace are developed a Memorandum of Understanding (MOU) for Veterans Boulevard. This MOU must be approved by both cities prior to any public improvements being requested and constructed.

Funding of Improvements: The following shall apply respective to the public improvements to serve Lost Creek First Addition:

- Public improvements shall be funded pursuant to the City's Infrastructure Funding Policy, which may include assessment to the benefitting properties or funding by the Developer.
- Developer shall submit an infrastructure request indicating the preferred funding method, which will be presented to the Fargo City Commission for consideration, who will determine the funding method to be utilized.

Park Dedication: Lost Creek First Addition shall include the dedication of Lots 2 and 13 Block 4; Lot 6 Block 7; and Lot 6 Block 8 to the Fargo Park District. The total area of this dedication is estimated at approximately 11.08 acres. The final dedicated acreage and any applicable cash dedication requirements shall be coordinated directly with the Fargo Park District.

The Developer acknowledges that the dedicated park lot is anticipated to extend south in the future and connect to the east–west residential collector contemplated in the overall Master Plan.

The Developer shall not be responsible for any park land dedication or cash dedication requirements associated with the platting or development of Lot 13, Block 4.

This Amenities Plan is hereby approved.

_____ _____
James Bullis, Owner date
JB Real Estate Investments, LLC
Owner: Lots 5-13, Block 3; Lots 1-13, Block 4; All of Blocks 5 & 6; and Lots 3-10 & 14-31, Block 7

_____ _____
Donald Dabbert Jr., President date
Tones, LLC
Owner: All of Blocks 1 & 2; Lots 1-4, Block 3; Lots 1-2 & 11-13, Block 7; All of Blocks 8, 9, 10 & 11

_____ _____
Tom Knakmuhs, City Engineer date

Monday, April 27,2006

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

Dear Members of the Fargo City Commission:

West Fargo Public Schools respectfully submits this letter in advance of the City of Fargo's upcoming commission meeting regarding the proposed Lost Creek 1st Addition that is currently under review. This correspondence is not intended to express support for or opposition to the proposed development. Rather, it is intended to provide information regarding school district capacity and facility planning considerations that may be relevant as the City evaluates the pace and timing of future residential growth.

West Fargo Public Schools serve students residing in multiple communities, including areas within the City of Fargo. As the district plans for continued enrollment growth, school capacity must be aligned with long-range facility planning, voter authorization, and the time required to design and construct additional learning space.

For our most recent bond referendum in February 2025, the school district identified three separate questions. Question 2 including a new elementary school, among other projects, anticipated to be needed in 6 to 10 years. Unfortunately, that question fell short of the required 60% supermajority and failed.

As a result of the bond election, the school district does not have voter-approved funding to construct an additional elementary school. As a result, the district must continue to manage growth within existing elementary capacity unless and until additional planning, community support, and funding are secured.

Given these conditions, West Fargo Public Schools request that the City carefully consider the pace of any near-term development in this area. The district's concern is not with development itself, but with whether residential growth may proceed more quickly than current school capacity and approved facility planning can reasonably support. Additional master planning, including continued coordination among the city, developers, and the school district, would help ensure that future growth is aligned with available school infrastructure and the educational needs of incoming families.

Thank you for your consideration of these planning factors and for your continued partnership in supporting thoughtful, sustainable community growth.

Sincerely,

Liz Mackowick
Business Manager
West Fargo Public Schools

EAGLERIDGE

Lost Creek – Phase 1

Why is this getting a denial recommendation: This isn't a zoning or land use issue. The plan lines up with the Growth Plan and what this area is intended to be. The concern being raised is timing and the City's capacity — not the project itself.

Why is it critical that this be approved right now: New developments take a long time to go from a plan to homes! Even if this moves forward today, you're looking at:

- 08/2025: First City Meeting
- 08/2026: Tentative Entitlement Approvals
- 2027/2028: Lot Construction
- Late 2028 / 2029: First Residents moving into Lost Creek

Decisions today don't impact today; they impact what housing looks like 2 to 4 years from now.

How many homes does Fargo build a year: Fargo has averaged about 360 single-family starts per year.

How many lots are coming without this neighborhood:

- Selkirk (final phase): ~130 lots (likely 2027)
- Covey Ranch: ~140 lots (mostly 40' product). This project still needs to be formally approved by City Commission.

270 Lots! That Fargo's housing pipeline right now; 130 lots for sure and a MAYBE on 140 more. That is less than 1 years' worth of inventory!!!

Why this neighborhood in this location: This is exactly where the City has been planning and investing growth:

- Super Grid A
- In line with the new Growth Plan
- Tied to the FM Diversion timing

The City has already put a lot into this corridor — roughly $80M between Lake Fargo, 45th St / 64th Ave improvements, and the future 64th & I-29 interchange.

What this project adds:

- 186 single-family lots (mix of 50', 60', 70')
- Townhomes and multifamily
- 10+ acre park and trail connections

It's a full neighborhood, not just one product type.

The real question: If this doesn't move forward — where are the next 300+ lots coming from, and when? Right now, there isn't a clear answer.

Bottom line: This project fits the plan. The risk isn't doing it; it's not having enough ready when the market needs it. This is really a 2029 supply decision, not a 2026 one.

City of Fargo Staff Report			
Title:	Lost Creek First Addition	**Date:**	4/30/2026 5/21/2026 6/18/2026
Location:	6685 Veterans Boulevard South; 5120 64th Avenue South	**Staff Contact:**	Donald Kress, planning coordinator
Legal Description:	Portion of the Northwest Quarter of Section 9, T138N, R49W of the Fifth Principal Meridian, Cass County, North Dakota.		
Owner(s)/Applicant:	JB Real Estate Investments, LLC; Tones, LLC; City of Fargo / EagleRidge Development	**Engineer:**	Bolton & Menk
Entitlements Requested:	**Major Subdivision** (plat of portion of Northwest Quarter of Section 9, T138N, R49W of the Fifth Principal Meridian, Cass County, North Dakota) **Zone Change** (from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional)		
Status:	City Commission Public Hearing: June 22nd, 2026		

Existing		**Proposed**
Land Use: Undeveloped		**Land Use:** Single-Dwelling Residential; Multi-Dwelling Residential; Stormwater Facility, Public Park
Zoning: AG, Agricultural;		**Zoning:** SR-4, Single Dwelling Residential; SR-5, Single-Dwelling Residential; MR-3, Multi-Dwelling Residential with Conditional Overlay; P/I, Public/Institutional
Uses Allowed: AG – Agricultural. Allows detached houses, parks and open space, safety services, basic utilities, crop production, and certain telecommunications facilities.		**Uses Allowed:** SR-4, Single Dwelling Residential Allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities; SR-5, Single Dwelling Residential Allows detached houses, attached houses and duplexes, daycare centers, parks and open space, religious institutions, safety services and basic utilities. MR-3, Multi-Dwelling allows detached houses, attached houses, duplexes, multi-dwelling structures, group living, daycare centers up to 12 children or adults, parks and open areas, religious institutions, safety services, schools, and basic utilities, and certain telecommunications facilities **with conditional overlay that provides additional development standards** P/I, Public Institutional Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, schools, offices,

		commercial parking, outdoor recreation and entertainment, industrial service, manufacturing and production, warehouse and freight movement, waste related use, agriculture, aviation, surface transportation, major entertainment events, basic utilities, and certain telecommunications facilities.
Maximum Density Allowed (Residential): AG --1 dwelling unit per 10 acres.		**Maximum Density Allowed:** SR-4 12.1 dwelling units per acre. SR-5 14.5 dwelling units per acre MR-3 24 dwelling units per acre Residential uses are not allowed in the P/I zone.

Proposal:

CITY COMMISSION HEARING NOTE: This item was heard by the City Commission at their May 26th, 2022 meeting. The mayor opened and closed the public hearing. The Commission moved to continue this item to the June 22nd, 2026 City Commission agenda. A summary of the Commission action is below.

PROJECT HISTORY NOTE: A large-scale concept of this project was presented to the Planning Commission at their February 3rd, 2026 meeting as an informational (non-hearing) item. The specific plat and zone change were not discussed. Staff made a presentation and responded to questions from the Commission. The applicant addressed the Commission and responded to questions from the Commission. Neither staff nor the Commission made a recommendation.

ZONING NOTE: This project was advertised as including a zone change from AG, Agricultural to AG, Agricultural. An earlier version of this plat included an AG-zoned lot, but no AG-zoned lots are included in this version of the plat.

PLAT REVISION NOTE: As a result of discussions between the City, Park District, and developer, the plat has been revised. There are now 196 lots, including 186 SR-4 zoned single-dwelling lots and three P/I, Public Institutional zoned lots. The number of MR-3, Multi-Dwelling and SR-5, Single-Dwelling zoned lots did not change. These changes are indicated on the chart on pages 5 and 6.

The applicant requests two entitlements:

1. A major subdivision, entitled **Lost Creek First Addition**, plat of a portion of Northwest Quarter of Section 9, T138N, R49W, of the Fifth Principal Meridian, Cass County, North Dakota; and

2. A zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional

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

Surrounding Land Uses and Zoning Districts:

- North: AG; City of Fargo-owned stormwater facility
- East: AG; City of Fargo-owned stormwater facility and privately owned undeveloped
- South: AG; undeveloped
- West: across Veterans Boulevard South is City of Horace

Context:

Schools: The subject property is located within the West Fargo School District and is served by Deer Creek Elementary, Heritage Middle and Horace High schools.

Neighborhood: The subject property is not located in a named neighborhood.

Parks: There are no Fargo Parks within a half-mile of the subject property. The developer will convey Lot 13, Block 4, to the Fargo Park District for development of a public park.

Pedestrian / Bicycle: See "SHARED USE PATH CONNECTIVITY" below.

Transit/MATBUS: The subject property is not on a MATBUS route.

Staff Analysis:

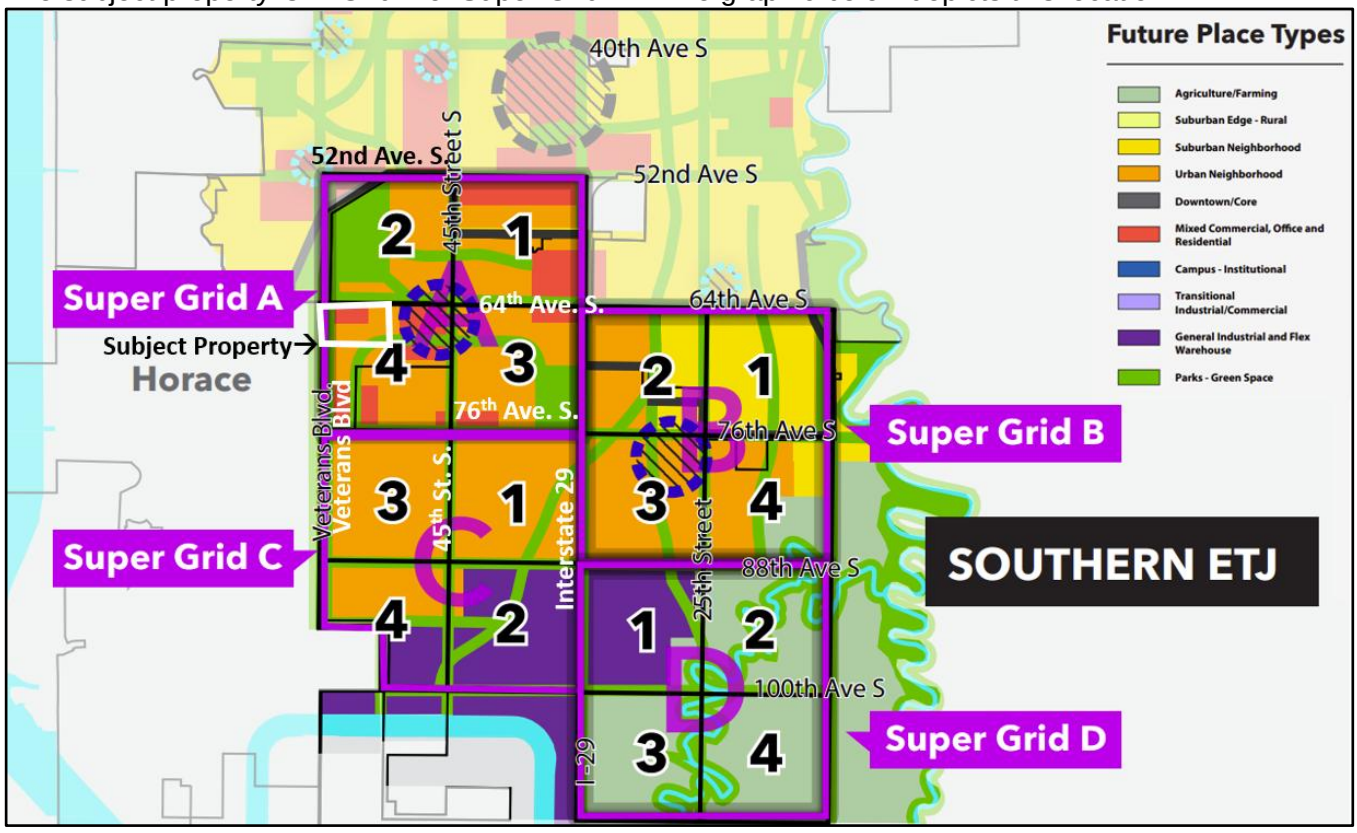
The applicant proposes a 104.84 acre, 196 lot subdivision of a portion of the Northwest Quarter of Section 9, Township 138 North, Range 49 West. This property was annexed into the City in 2006 as part of a larger annexation for the purpose of defining regional growth limits when negotiating with West Fargo. No paved streets or City services were extended to this property at that time.

The subject property is located along the south side of 64th Avenue South and the east side of Veterans Boulevard (formerly known as 57th Street South). Zoning will allow both single-family and multi-family housing types. The applicant's narrative describing the project is attached.

This development is part of a larger plan to develop the entire west half of Section 9, from 64th Avenue South to 76th Avenue South. The concept master plan is attached for the Commission's reference; the Commission is not taking action on the master plan.

GROWTH PLAN 2024—DEVELOPMENT GRID

The subject property is in Grid 4 of Super Grid A. The graphic below depicts this location.



NOTE: Though this map is labeled "Southern ETJ," in the Growth Plan, much of Super Grid A, including the subject property, is already within city limits,

GROWTH PLAN 2024—TIMING OF DEVELOPMENT

The chart below identifies the existing and proposed development in the four Growth Grids of Super Grid A, and the percentage of each Growth Grid that has been developed.

- "Proposed Development" means a development for which the City has reviewed a proposed development plan of subdivision, zoning, and, if necessary, annexation.
- Percentages calculated based on acres developed / total acres in Growth Grid

GROWTH GRID	EXISTING DEVELOPMENT	PROPOSED DEVELOPMENT	APPROXIMATE PERCENT DEVELOPED
1	Sports Center; multi-family residential; retail, restaurant, office along and south of 52nd Avenue South	None at this time	50
2	"Lake Fargo" stormwater facility	None at this time	20 (stormwater facility only-no residential or commercial)
3	North Dakota State College of Science; Capstone Academy	Covey Ranch Third Addition---single-family, multi-family, and commercial development	10
4	None	Lost Creek First Addition	0

Only Growth Grid 1 in Super Grid A has achieved even 50 percent development. The proposed development, which is proposed in Growth Grid 4, is on the opposite side of Super Grid A from the development in Growth Grid 1, and is not contiguous with Growth Grid 1. Thus, this development is considered premature based on the Growth Grid process of preferred geographic sequencing for orderly growth described in the Growth Plan (pages 78-80).

GROWTH PLAN 2024—FUTURE PLACE TYPE

Fargo Growth Plan 2024 designates the future place type of the area of the proposed development as "Urban Neighborhood" and "Mixed Commercial, Office, and Residential." Primary and secondary uses within these place types are shown in the excerpt from the Growth Plan below:

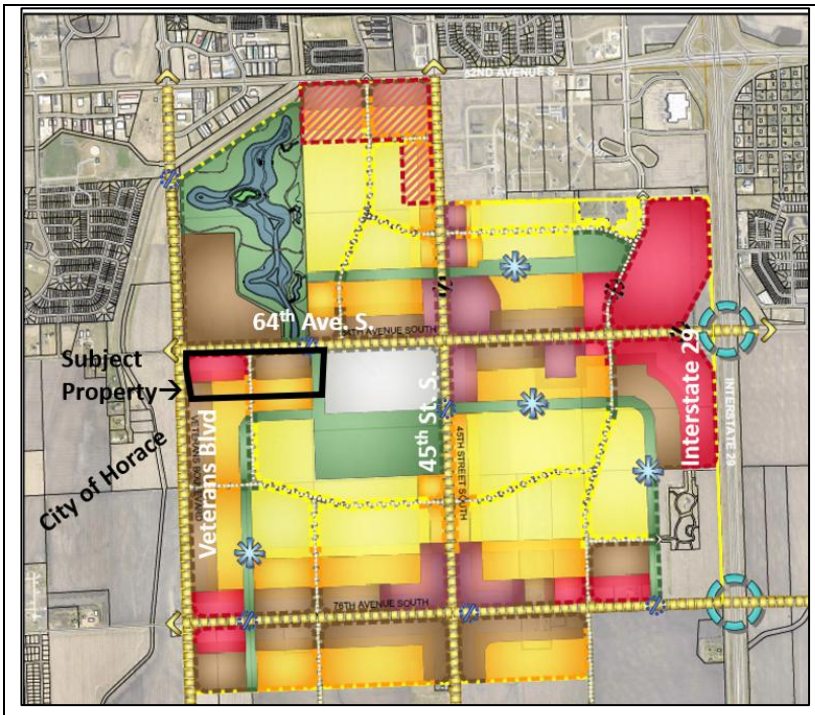
	PRIMARY USES	SECONDARY USES
Urban Neighborhood	Small lot single-family detached housing, duplex	Triplex, quadplex, townhomes (with limited massing up to ten units per building), pockets of multi-family structures, places of worship, schools, daycare centers, home offices, neighborhood-scale retail and services
Mixed Commercial, Office, and Residential	Commercial/ retail, distribution, warehousing, wholesaling, offices, flex buildings	Flex Warehouse, Multi-family residential

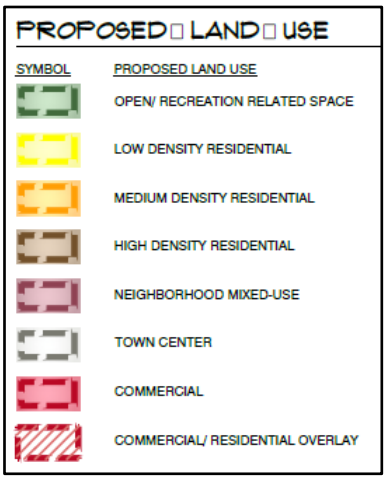
The proposed zoning and development for this development are generally consistent with these place type designations.

SOUTHWEST METRO REGIONAL STORM WATER POND LAND USE AMENDMENT

The subject property is included in the Southwest Metro Regional Storm Water Pond Land Use Amendment (2021). That plan designates the proposed land uses on the subject property as Open Recreation Related Space, Medium Density Residential, High Density Residential, and Commercial.

(continued on next page)





The proposed zoning and land uses for this development are generally consistent with these land use designations.

SUBDIVISION AND ZONE CHANGE

The subdivision covers 104.84 acres and will create 196 lots, to be zoned as shown in the chart below. Note the that lots in Blocks 7 and 8 have been revised using ~~strike-through~~ and **bold** to indicate the change.

BLOCK	LOTS	ZONING	LAND USE	COMMENT
1	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
2	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
2	2-11	SR-4	Single-Dwelling Residential (detached)	
3	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
3	2-13	SR-4	Single-Dwelling Residential (detached)	
4	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
4	2	P/I	Access to trail on Lot 14	Developer to convey to City of Fargo
4	3-12	SR-4	Single-Dwelling Residential (detached)	
4	13	P/I	Public Park	Developer to convey to Fargo Park District
4	14	P/I	Stormwater facility	This lot is owned by City of Fargo
5	1-18	SR-4	Single-Dwelling Residential (detached)	
6	1-20	SR-4	Single-Dwelling Residential (detached)	
7	~~1-5 and 7-31~~ **1-32**	SR-4	Single-Dwelling Residential (detached)	
~~7~~	~~6~~	~~P/I~~	~~Park/Shared Use Path Connection~~	

8	~~1-5 and 7-30~~ **1-32**	SR-4	Single-Dwelling Residential (detached)	
~~8~~	~~6~~	~~P/I~~	~~Park/Shared Use Path Connection~~	
9	1-26	SR-4	Single-Dwelling Residential (detached)	
10	1-26	SR-4	Single-Dwelling Residential (detached)	
11	1-3	SR-5	Single-Dwelling Residential	May be attached townhomes

SR-4 Zoned Lots: The 186 SR-4 zoned lots range in size from 6,000 square feet to over 27,000 square feet. Most lots are in the 6,200 to 8,500 square foot range. Lot widths range from 48 to over 80 feet, with most widths in the 50-70 foot range. All SR-4 zoned lots meet the minimum required lot area of the SR-4 zone of 3,600 square feet and minimum lot width of 34 feet. The developer intends these lots for detached single dwelling residences.

SR-5 Zoned Lots: The lot size and maximum number of units for the three SR-5 zoned lots are shown in the chart below. A maximum of 36 units could be developed. Residences may be attached townhomes.

BLOCK	LOT	AREA (Acres)	SR-5 MAX DENSITY	MAXIMUM UNITS
11	1	1.01	14.5 dwelling units per acre	14
11	2	0.85	14.5 dwelling units per acre	12
11	3	0.74	14.5 dwelling units per acre	10

MR-3 Zoned Lots and Conditional Overlay: The lot size and maximum number of units for the four MR-3 zoned lot are shown in the chart below. A maximum of 482 units could be developed. These lots are intended for multi-dwelling development

BLOCK	LOT	AREA (Acres)	MR-3 MAX DENSITY	MAXIMUM UNITS
1	1	6.79	24 dwelling units per acre	162
2	1	3.92	24 dwelling units per acre	94
3	1	3.82	24 dwelling units per acre	91
4	1	5.63	24 dwelling units per acre	135

The conditional overlay (C-O) on the MR-3 zoned lot provides development standards consistent with other recently-adopted conditional overlays for MR-3 zoned properties. A copy of the draft C-O is attached.

P/I Zoned Lots: The three P/I zoned lots are intended will be owned by government entities. These lots are intended for the uses shown in chart above.

ACCESS: The lots will be accessed by way of dedicated public streets. Necessary rights of way will be dedicated with the plat, as shown in the chart below.

STREET	CLASSIFICATION	COMMENT
Creekside Boulevard South	Local	
52nd Street South	Local	
53rd Street South	Local	
Lost Creek Boulevard South	Collector	
54th Street South	Local	
55th Street South	Local	
56th Street South	Local	
Veterans Boulevard South	Arterial	100-foot right of way dedication depicted on the subdivision plat. This street was formerly identified as 57th Street South.

64th Avenue South	Arterial	100-foot right of way dedication depicted on the subdivision plat
65th Avenue South	Local	
66th Avenue South	Local	
68th Avenue South	Local	

ANALYSIS, TIMELINE and CONTEXTUAL CONSIDERATIONS:

NEGATIVE ACCESS EASEMENTS: The negative access easements (NAE's) depicted on the plat are intended to manage access along arterial streets and along local and collector streets near intersections with arterial streets. These NAE's reinforce the City's access spacing regulations.

SHARED USE PATH CONNECTIVITY: Four shared use path routes are proposed as part of this development:

- A 10-foot wide off-road shared use path will be installed along the 64th Avenue South and Veterans Boulevard rights of way, as is the City's practice along arterial streets.
- A shared use path is planned for Lot 14, Block 4 adjacent to the drainage channel. A connection to this path from Creekside Boulevard South will be by way of a 60-foot wide access, Lot 2, Block 4, which the developer will convey to the City.
- A shared use path along 68th Avenue South, connecting the west side of the subdivision with the public park on Lot 13, Block 4.

A shared use path along 66th Avenue South, crossing Blocks 7 and 8, was proposed in an earlier version of this plat, but was not able to be worked out between the City, the developer, and the Fargo Park District.

Development of these shared use paths requires coordination between City staff, Fargo Park District, and the developer.

Future phases of this development are intended to include additional shared use path connections.

EXTENSION OF 64th AVENUE SOUTH AND CITY UTILITIES: 64th Avenue South as a paved street, and the City water and sewer lines within that street right of way, currently terminate at 45th Street South, which is one-half mile east of the development.

In order to service the development, 64th Avenue will have to be extended through that half-mile of undeveloped area. The north side of this undeveloped half-mile is not annexed into the City.

Cass Rural Water has a water line in Veterans Boulevard; a City water line would need to be extended along 64th Avenue South to the subject property to create a water line loop.

A sanitary sewer line would also need to be extended along 64th Avenue South to the development. An easement for a sanitary sewer lift station is provided in Lot 1, Block 4. The project master plan is the basis for an overall sanitary sewer master plan.

Storm sewer is provided to the subject property as part of the Southwest Metro Regional Storm Water Pond

TIMING INFRASTRUCTURE INSTALLATION: Infrastructure cannot be installed in 64th Avenue and Veterans Boulevard until 2027, at the earliest. Currently there are no definitive timelines for improving either 64th Avenue South or Veterans Boulevard. Infrastructure can be installed in the subdivision concurrently or after 64th Avenue and Veterans Boulevard construction.

SIDEWALK AND BOULEVARD MAINTENANCE: Sidewalk and boulevard maintenance along arterial streets will be the responsibility of the adjacent property owners, not the City of Fargo.

RELATIONSHIP WITH CITY OF HORACE REGARDING VETERANS BOULEVARD: The City of Fargo and City of Horace are currently negotiating a memorandum of understanding regarding the construction, maintenance, and operation of Veterans Boulevard (previously identified as 57th Street South). To become effective, this MOU will need to be approved by both the Fargo City Commission and the Horace City Council.

RESIDENTIAL CONSTRUCTION: Infrastructure must be in place prior to residential construction. The City does not grant early building permits for residential construction. Home construction could start after the substantial completion of the neighborhood infrastructure, which could be as soon as late fall 2027. Residences will not be completed until 2028

SERVICING THIS AREA: The subject property was annexed into the City in 2006 as part of a larger annexation along the western boundary of Fargo's extra-territorial jurisdiction, and this area has since been in the city limits though somewhat remote from the main area of Fargo. No City utilities or paved streets were provided to this area at the time of annexation, and no development was undertaken. This is a different process from what the City generally does today, which is to annex property only when it is contiguous to the City; where City utilities and paved roads can be extended into the annexed area from existing utility lines and roads; and when the property to be annexed is ready to develop and development has been proposed.

As a result of this premature annexation, some services cannot be provided at this time to the area of the subject property, as noted below:

PLOWING SNOW ON PUBLIC STREETS: At this time, the Public Works department is not staffed or funded to expand their area of responsibility for plowing snow while still meeting a 24-hour time frame for snow removal response. This time frame is an adopted protocol based on City Commission expectations. Additional allocations of staff and funding for the Public Works Department are not currently planned. The public works budget items will be discussed as the project proceeds through the platting and city budgeting process.

POLICE RESPONSE: At this time, the police department's ratio of officers per thousand population is 1.4. The police department is targeting a ratio of 1.6 officers per thousand population. The Police Department does not believe the Department can catch up until expansion is slowed or sufficient budgetary funding is provided. Additional allocations of staff and funding to improve the officers-per-thousand-residents ratio, or to build a police substation on the south side, are not currently planned.

CAPACITY OF WEST FARGO PUBLIC SCHOOLS: The subject property is within the West Fargo Public School District. The district's administration stated to Planning staff that the area of the subject property has not yet been included in their analysis of future student population, so capacity to accommodate a large number of students at all grade levels in this area is not yet built into the school district's population modeling and facility master plans. The school district reminded the City staff that part of the high school feeder system that this school would be located in includes a proposed school in Horace city limits. Recently the bond required to approve that school failed to receive a supportive public ballot vote. A letter from the district's administration with more detailed comments is attached.

SOUTHERN VALLEY FIRE DISTRICT LAWSUIT: There is a pending lawsuit against the City of Fargo from Southern Valley Fire District. The outcome of this lawsuit could impact whether the properties within the area of this lawsuit, including this development, will be served by Fargo Fire or Southern Valley Fire. Property taxes and response times could be affected.

ACTION AT THE MAY 5th, 2026 PLANNING COMMISSION

At the May 5th, 2026, Planning Commission, the Commission heard a presentation from City staff, including Planning, Public Works, and Finance, as well as from West Fargo Public School District.

Staff made the following points:

- The development of this vacant tract has a unique development trajectory than typical, as the subject property was annexed into the City in 2006 based on extraterritorial jurisdictional legislative tactics at the time. Regardless, no City services were extended to this property and no development was proposed at the time, nor has the city completed utility servicing plans and regional planning for the area quite yet. Typically, in recent years, property would need to be annexed through a developer request before initiating the development review and entitlement processes. Initiating development through annexation methods would give staff more upfront planning time and commission approval processes.

- The subject property is almost entirely surrounded by farmland; there are no natural or man-made barriers to wind. This means that during the winter, even if there no actual blizzard, Public Works will be challenged to keep 64th Avenue South from 45th Street South to the development, as well as streets within the development, open while still maintaining the level of service in the rest of the City that has come to be expected. This situation could compromise emergency service access.

- Many services that the City provides are funded by the general fund. Due to recent action by the North Dakota legislature, growth of City property tax revenues is capped at three percent of the previous year's total, and ability to raise the mill levy is effectively eliminated. This cap severely limits the City's ability to respond to changes in demand for services.

- The City has to provide services to the development when certificates of occupancy are issued for the residences—referred to as "Day One"--- but, due to the City's two-year property tax exemption on new residences, the City will not receive the full property tax from the residences until that exemption expires, two years after the certificates of occupancy have been issued.

- Growth of the departments that provide City services has not always kept pace with the physical growth of the City in recent years due to budget limitations.

- 64th Avenue South is currently unimproved west of 45th Street South. Part of the Southwest Metro Stormwater Pond project, which is scheduled to be completed this summer, is grading and graveling 64th Avenue South from 45th Street South to Veterans Boulevard. Currently there are no plans to pave this stretch of 64th Avenue South.

- The City of Fargo and City of Horace have been working on a memorandum of understanding (MOU) regarding the development of the Veterans Boulevard corridor all the way south to 100th Avenue South. (*This MOU is also referred to above*)

The Commission heard a presentation from a representative of the West Fargo Public School District. The representative made the following points:

- Discussed the current capacity of the elementary schools in the southern tier of the district, including areas in Fargo, West Fargo, and Horace. Some new students could be accommodated with the current capacity. However, additional classroom space will be needed if there will be continued growth in this area. The current 5-year capital construction plan does not include the addition of new elementary classroom space.

- The current five-year capital construction plan increases the capacity at Heritage Middle School and Horace High School, which would serve the middle school and high school students living in the proposed Lost Creek development.

The Commission also heard a presentation from the applicant, who made the following points:

- The applicant referred to a laydown item he had provided to the Commission. A copy of this item is attached.

- The City has made a substantial investment in growth in this area, such as the Southwest Metro Stormwater Pond, improving 45th Street South down to 76th Avenue South; improving 64th Avenue South over Interstate 29 to 45th Street South; a new fire station on 64th Avenue South on the east side of Interstate 29, and the planned 64th Avenue interchange with Interstate 29. This project is close to City services.

- The development will provide a variety of housing types—multi-family, townhomes, and single-family lot sizes between 50 and 70 feet wide.

- The completed project will provide approximately $250 million in property taxes to the City.

- Concerned that if the City adopts a completely linear approach to development based on the growth plan, in which one grid within a super-grid would have to be completely developed before development in the next grid could begin, a single landowner could halt growth in the rest of the super-grid if that owner were not ready to develop.

- It will be at least two years until residences are established in the development.

- At this time, there are only about 125 available lots in Fargo, plus approximately 130 more coming next year with the next phase of Selkirk Place Fourth Addition.

One person testified in favor of the project and made the following points:

- A healthy inventory of available residential lots in two years' supply. Currently there is about a three months' supply of available lots.

- There are many steps between approval of this project and actual construction of residencies, but the first step of approval has to be taken before any other of those steps can occur.

In response to the points made by staff, the applicant, and the testifier, the Planning Commission made the following points:

- It should be up to City staff to determine when this project is ready to go forward.

- There is a need for housing. Development within a super-grid should not be "hamstrung" by the fact that the grids within the super-grid do not develop at the same rate.

- There was a difference of opinion among the Commissioners as to whether or not this project should be considered "leap-frog" development (that is, development that requires a significant extension of City services through undeveloped territory to reach the project site).

- The Planning Commission has been told that questions about financing, budgeting, and provision of City services for developments are outside of the Commission's purview.

- If the development is denied, the City may lose an opportunity to build up an inventory of available residential lots that could take some years to recapture.

- The City Commission must have the discussion regarding the budget-related questions for this project.

After hearing all the presentations and testimony, the Planning Commission voted to recommend approval of the project to the City Commission by a vote of 7-2 with two Commissioners absent. The motion is stated below.

(continued on next page)

ACTION AT THE MAY 26th, 2026 CITY COMMISSION

At the May 26th, 2026, City Commission hearing, the Commission heard a presentation from City staff, who made the following points:

- Everything about this application is unique and different than how we've been doing business for the last 30 years.
- Explained the annexation history, proposed zoning, subdivision plat, and master plan for the half-section, pending memorandum of understanding (MOU) with City of Horace for Veterans Boulevard; and how the Growth Plan SuperGrid system is intended to work.
- In addition to the usual technical review comments, this project received comments from Finance, Public Works, and Public Safety, as well as the West Fargo Public School District related to challenges to be able to provide appropriate services to this development. Provision of the City services is tied to the 2027 budget, which is currently under review. "When we don't know where that funding source is coming from to support general fund operations, that is part of our major question."
- Procedurally, staff's main concern is to have the public hearing, as this is a live application. It is not procedurally appropriate to pause the public hearing process to have policy discussions on the project.
- Explained the effect of the 3% property tax cap on the City's budget and the ability to grow that budget.
- Explained the three motions—approval, as the Planning Commission recommended; denial, as staff recommended; or continuance to a date certain.

The Commission heard a presentation from the applicant, who made the following points:

- The Fargo Housing Study states the need to build 7,500 to 8,000 homes built by 2032.
- At one time, Fargo had two to three years of available lots. Now there is a single-family lot shortage. At the time of the Planning Commission hearing, Fargo had 125 SF vacant lots available; there have been 25 starts since then. In previous years, Fargo has averaged 360 SF starts annually.
- Lots range in sizes; expecting houses to be in $350,000 to $650,000 price point depending on the lot size. Smaller lots would have lower specials.
- Getting the entitlements approved is step one. It may take up to two years to actually get single family homes delivered.
- Issues staff brings up are disconnected from what we're asking for right now. All we're looking for is plat and zoning approval; no infrastructure request is being made at this time.
- A delay in approval now is a delay in the design of the infrastructure, and design of the infrastructure takes time.
- The development is expected to generate $250 million in property value in Phase 1. Subsequent phases will develop the entire half-section over a period of approximately 10 years, and yield a total of $1 billion in property value.
- Home construction is an important part of the local economy.

- This project is a catalyst and provides a large number of lots in the pipeline.

- We provide lots to builders and do not figure the two-year residential tax exemption into our numbers.

- Fargo has made a large investment—nearly $80 million-- in this area, including the recently approved 64th Avenue Interchange; necessary paving of 64th Avenue South; Southwest Metro Stormwater Pond; extension of infrastructure down 45th Street South and 64th Avenue South; new fire station on 64th Avenue South just east of I-29.

- We are Fargo developers.

After hearing all the testimony, the mayor closed the public hearing.

In response to the points made by staff and the applicant, the Commission had the following comments:

- This is an amazingly large scale of housing. This development is larger than many cities in North Dakota.

- This project has many considerations: adding staff to public works; infrastructure extension; whether the City would figure special assessments to be split between City and developer. It appears that "all the ducks aren't really in order" yet.

- The City has a timeline just like the developer has a timeline.

- The F-M Diversion will be done this fall, then certified, and this will impact construction. Once the diversion is done, the City is going to have a finite boundary, so there's no rush to approve this project, The City shouldn't be forced into making a decision.

- The new Land Development Code should be completed before the Commission approves this development.

- There may be a reform of the special assessments policy in the near future. One aspect of that discussion could be whether developers would pay a portion of the specials.

- The lack of trees in the area of the subject property creates the problem of blowing snow potentially blocking roadways and prohibiting fire and police department responses. One Commissioner referred to the February 4th, 1984 incident on 19th Avenue North where four people died because their vehicle became trapped on a snow-covered road.

- "Our [the City's] priorities take priority over the developer's priorities."

- Planning Commission and staff discussion at the May 5th Planning Commission hearing was very thorough.

- Planning Commission recommendation for approval made a lot of sense.

- Housing is a workforce issue; we know we have a shortage of housing.

- One Commissioner expressed confidence that the cabinet and department directors can find a way to add staff to solve this problem of providing services.

- Growth plan is not intended to be linear by grid.

- The 3% cap has made it difficult for the City to grow

- The City Commission has never stopped construction or slowed down development.

- Only 200 new homes were built last year.

By a vote of 5-0, the Commission moved to continue the item to the June 22nd, 2026 City Commission agenda.

BETWEEN MAY 26th – JUNE 18th:
City staff attempted to pull together a city commission informational meeting but due to the election events and other significant city events and timing, calendar conflicts prevented a meeting. However, staff and applicant continued to work on policy development to attempt to isolate the issues.

Future infrastructure finance policies, such as special assessments, continues to be a topic that is brought forward with the plat. Staff prefers and recommends due to legal due process standards, that if significant policy items are in discussion by leaders, then policy development outside the application process should be created to determine the policy direction. In the meantime, additional policies are being challenged by the developer including flood protection and other engineering requirements (see below).

MEMO FROM THE PLANNING DIRECTOR
The Planning Director has created a memo to the Commission summarizing the concerns of several departments regarding this proposed development. This memo is attached following this staff report.

AMENITIES PLAN AND DEVELOPER AGREEMENT
Staff has prepared an amenities plan and developer agreement, which are standard documents for such proposed developments. Staff forwarded these to the applicant on June 16, 2026 for the applicant's review and signature. As of the date of this staff report, staff has received a redlined version of the developer agreement from the developer and is attached. The edits proposed by the developer are not supported by staff as they challenge federal regulations and put extraordinary risk to the public. The draft amenities plan sent to the applicant is also attached. Staff has received no comments from the applicant.

FINDINGS:
Zone Change:
Section 20-0906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

1. Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?
The property is currently zoned AG, Agricultural. The proposed zoning of SR-4, SR-5, and MR-3 with conditional overlay will allow the proposed single-family and multi-family development. The conditional overlay for the MR-3 zoned properties will provide building and site design standards. The proposed P/I zoning will accommodate the proposed public park and trail connection lots as well as the City of Fargo owned lot for the drainage course. The proposed zoning aligns with the area plan and growth plan related to future land use designations. **(Criteria Satisfied)**

2. **Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?**
City staff and other applicable review agencies have reviewed this proposal and at this time are unable to provide the necessary public services, facilities, and programs to serve the development. Specifically, the City's Public Works and Police Departments cannot provide the required level of service at this time or in the foreseeable future to this area, and public school capacity for students who would live in this area has not yet been established by West Fargo Public School. Developing that capacity will take some time and more information about the future related public agency budgets status as related to general fund growth

limitations will need to be explored during the remainder of 2026. Additionally, response time for fire protection faces an uncertain future based on the pending lawsuit noted above.

Staff has spent much attention on future budgeting needs as it relates to budget growth limitations due to rising costs of construction and maintenance. Staffing growth and resources have remained the same or been reduced over recent years without the increase to serve and build to accommodate growth. The 2024 Growth Plan lays out the Future Place Types, Growth Centers and Growth Grid, and the supporting guidance for financial resource analysis specifically in pages 112-121 of the plan. In staff's perspective there are too many uncertainties to future revenues. Staff recognizes the developer's needs and the housing market and supply challenges our region faces. But that at this time the future remains too uncertain as the city explores new development tools and forecasts constraints.

While there is already considerable investment in the area with regional stormwater improvements, there are other resource development and investments not yet accumulated to assemble for deployment in this area.
(Criteria NOT Satisfied)

3. **Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?**
Staff has no evidence to suggest that this zoning change would adversely affect the condition or value of the property in the vicinity. Based on typical development patterns, the surrounding value would increase in condition and value and spur more development. Written notice of the proposal was sent to all property owners within 300 feet of the subject property. To date, Planning staff has received no comments or inquiries about the project. Staff finds that the approval of the zoning change will not adversely affect the condition or value of the property in the vicinity. **(Criteria satisfied)**

4. **Is the proposed amendment consistent with the purpose of this LDC, the Growth Plan, and other adopted policies of the City?**
The LDC states "This Land Development Code is intended to implement Fargo's Comprehensive Plan and related policies in a manner that protects the health, safety, and general welfare of the citizens of Fargo." The proposed development is considered premature based on the Growth Grid process of preferred geographic sequencing for orderly growth described in the Growth Plan. The proposed development is not consistent with the City's policies concerning providing adequate street maintenance, police protection, and public school capacity to any new subdivision. Additionally, response time for fire protection faces an uncertain future based on the pending lawsuit noted above. The inability to provide these services may negatively affect the public's health, safety, and welfare. Focusing resources on these proposed growth patterns will detract resources or growth needed in existing already-developed areas of the city. **(Criteria NOT satisfied)**

Subdivision
The LDC stipulates that the following criteria are met before a major plat can be approved:

- **Section 20-0907.C.1 (Development Review Procedures—Subdivisions—Major Subdivisions) of the LDC stipulates that no major subdivision plat application will be accepted for land that is not consistent with an approved Growth Plan or zoned to accommodate the proposed development.**

The proposed development is not consistent with the Growth Plan as the development is considered premature based on the Growth Grid process of preferred geographic sequencing for orderly growth described in the Growth Plan. As noted in the Zone Change findings above, changing this property from the current zoning of AG, Agricultural to zones which would allow entitlements and development is not supported at this time. 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, Planning staff has received no citizen comments or inquiries about the project. **(Criteria NOT Satisfied)**

- **Section 20-0907.B.4 of the LDC further stipulates that the Planning Commission shall recommend approval or denial of the application and the City Commission shall act to approve or deny, based on whether it is located in a zoning district that allows the proposed development, complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments and found to meet the standards of Article 20-06 and other applicable requirements of the Land Development Code. However, as noted in the Zone Change findings above, changing this property from the current zoning of AG, Agricultural to zones which would allow development and require deployment of resources that are not yet acquired is not supported.
(Criteria NOT Satisfied)

- **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.**

Any public improvements associated with the project (whether rehabilitation of existing infrastructure or new proposed improvements) will be funded in accordance with the City's Infrastructure Funding Policy, which may include the use of special assessments. A corresponding Capital Improvement Plan (CIP) and budget adjustment for Public Works would be needed to support this development to the standards that are required. The development of the agreement with the City of Horace and confidence with the West Fargo School District would need to be confirmed.

During this plat development and coordination with the developer with the development layout, there were scenarios and schematics explored. Staff is seeing a minimization of amenities and neighborhood scale improvements that can be financially supported either publicly or privately. This shows up through boulevard improvements for double fronted lots, small parks and open spaces for the multi-family and access to the parks/trails, and other defining factors for open space. The developer and staff have done a good job balancing the regulations against the layout preferences to develop and create a neighborhood that will be a positive addition to the city. Many of these details are affirmed in the amenities plan, Conditional-Overlay zoning, developer agreement, and private covenants.

City staff has developed an amenities plan to define certain aspects of the development, including stormwater, utility connections, and access. This amenities plan will be reviewed and signed by the applicant and reviewed by the Public Works Project Evaluation Committee (PWPEC) prior to the final City Commission hearing for this subdivision, definitions and details are still being developed. If approval is proposed by the Planning Commission, staff would seek conditional approval based on these documents being finalized. A draft amenities plan is attached. **(Criteria NOT Satisfied)**

NOTE ON RECOMMENDED MOTIONS:

The Planning Commission recommended approval of this project; staff's recommendation was for denial. Both motions are noted below. At the City Commission meeting, staff will have the draft of both motions available for consideration. It should be noted, that this is a unique predicament as staff is wrestling between the desire to provide residential lots for builders and the immediate challenges of the increasing costs of construction and services. To consider these implications staff suggests the Planning Department obtain direction to proceed with the following next steps. These steps are date uncertain as each item requires collaboration and approval by the various representative authorities:

1. Continue work with City Engineering to finalize and bring back to City Commission for review:
   a. Infrastructure design and costs considerations
   b. Amenities plan and developers' agreements
   c. Special assessment and funding allocation plan for regional and local infrastructure
   d. MOU with City of Horace regarding Veterans Boulevard corridor

2. Continue work with City Finance and City Commission to bring back to City Commission for review:
   a. 2027 budget approval including consideration of Public Works and Police servicing needs

If the Commission moved to approve the plat and zone change, staff recommends the approval be contingent on the following points; specifically, until all items below are executed the plat cannot be recorded:

- Final technical review of the plat, including the City Engineer's signature
- Executed amenities plan
- Executed developer agreement (requires City Commission approval)
- Approval by both the City of Fargo and City of Horace of the MOU regarding the development of Veterans Boulevard
- Confirmation from the Fargo Park District that their developer agreement has been approved and executed.

NOTE ON CONTINGENT APPROVAL: The contingent motion allows the City Commission to approve the plat at this time. Once the contingencies have been met, the City can then proceed with recording the plat. Please note that all future permits and actual entitlements for development, such as building permits, are on hold until the plat can be recorded.

Recommended Motions:

Planning Commission Recommendation: To accept the findings and recommendation of the Planning Commission and hereby waive the requirement to receive the rezoning Ordinance one week prior to the first reading and place the rezoning Ordinance on for first reading and move to approve the proposed 1) zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of **Lost Creek First Addition,** as the proposal does comply with Fargo Growth Plan 2024, Sections 20-0906.F (1-4) and 20-0907 of the Land Development Code and all other applicable requirements of the Land Development Code

Staff's Recommendation: To accept the findings and recommendations of staff and move to **deny** the proposed: 1) zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of **Lost Creek First Addition**, as outlined in the staff report; as the proposal **does not** comply with Fargo Growth Plan 2024, Sections 20-0906.F (1-4) and 20-0907 of the Land Development Code.

Planning Commission Recommendation: May 5th, 2026

At the May 5th, 2026 Planning Commission, that Commission, by a vote of 7-2 with two Commissioners absent, did not accept staff's findings and recommendation and instead approved the motion that "The Planning Commission finds that the proposal does comply with Fargo Growth Plan 2024, Sections 20-0906.F (1-4) and 20-0907 of the Land Development Code and all other applicable requirements of the Land Development Code and moves to recommend approval to the City Commission of the 1) zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of **Lost Creek First Addition."**

Attachments:

1. Memo from the Planning Director
2. Zoning Map
3. Location Map
4. Preliminary Plat
5. Draft Conditional Overlay
6. Project narrative
7. Master plan (for reference only)
8. Draft amenities plan
9. Applicant's redlined version of developer agreement
10. Letter from West Fargo Public School's administration
11. Laydown item provided by applicant from May 5th, 2026 Planning Commission hearing

THE CITY OF Fargo FAR MORE
PLANNING & DEVELOPMENT

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TO: Board of City Commission

FROM: Nicole Crutchfield, Planning Director

DATE: June 18, 2026

RE: Supplemental information and background of staff review and considerations

As part of the review of the Lost Creek Subdivision and Zoning Applications there have been several conversations that have included representatives from City Administration, Finance, Engineering, Police, Fire, Public Works, West Fargo School District and Parks District. Normally we route applications for review by these departments as part of a two-week review process. This process brought forward concerns and comments on behalf of their review authority. Land development processes are governed by State Law, city ordinances and policies, and tie back to constitutional protections.

Normally our case planners will receive technical review comments from various department and agency reviews, but rarely do the comments challenge policies or ordinances. In the case of this Eagle Ridge development request, we received review comments that challenge development readiness as agencies are challenged with the duty to provide utilities and services tied to the development request and meet expectations of the developer or future property owner.

Over the course of the review period, comments received are summarized as challenging the balanced city budget for operations related to services for Public Works, infrastructure construction costs and risks, debt capacity, police safety resources, and West Fargo school district student capacity. While the Planning Department does not represent these comments and concerns directly, our job is to facilitate the review process in light of the comprehensive plans and regulations that govern the application process as well as advocate for highest and best land use.

This application is the first application in relation to the 2024 Growth Plan. We knew the growth plan would test the city's resolve as we balance resources. As predicted by the Growth Plan and our consultants, we are testing our normal processes and methods. Page 130 of the Growth Plan highlights the associated Implementation Plan. The Implementation Plan identifies three areas to continue to develop:

1) A new Land Development Code
2) Changes to Financial and Economic Development Practices
3) Enhanced Coordination of Public Infrastructure and Facilities

Staff presents the following background for this specific application:

1) How is this application unique to other zoning and plat applications?
    a. Normally, once a plat and zoning are approved, the supporting permits, budget changes and approval processes are not very obvious. You will see these processes operationalized through the consent agenda, PWPEC, CIP and annual budget.

EQUAL HOUSING OPPORTUNITY

Connecting the dots between a subdivision request isn't necessarily tracked against these processes as the project gets built and permit spanning over the next 3-5 years.

b. It is unusual to obtain negative review comments or concerns relayed from the agency and department reviews.
c. The short application timeline between application, Planning Commission hearing and City Commission hearing is usually waived in order to allow for the applicant and staff to coordinate needed policy refinement. This developer has not waived their due process rights.
d. The location of this application is in Growth Grid A4 and the City hasn't bonded and financed the proposed development in Grid A3 yet. This request is ½ mile away from current planned development and the regional infrastructure has not yet been included in the CIP. No other commercial or institutional land uses and development is being proposed to support the single-family development at this time. The logical location for commercial and institutional land is being skipped over, meaning additional carrying costs.

2) What are the technical legal processes for entitlements?
    a. Approval of a plat and zoning, means that the land owner now has rights to develop the proposed future land use, following normal city processes and policies. In essence, access to utilities and building permits are guaranteed if all regulations are followed.
    b. The City has a duty to act on all complete applications received in a timely manner, or else the application is approved, unless the applicant waives their due process rights.

3) What are staff's primary concerns?
    a. Given the receipt of negative and concerning review comments, staff is working to try to resolve the concerns in order to move the application for a recommendation for an approval.
    b. Resolving the concerns requires commitment to future city budgets. This means, staff is breaking down the associated permitting steps that follow the plat so City Commission can consider the future debt and financial commitments.
    c. A commitment to this entitlement potentially means a commitment to 2027 and forward budgets for public safety and general funds. It also means a commitment a potential commitment of 20 million or higher in debt bonding.

This proposed 105-acre residential development reminds staff of similar discussion when the Osgood area developed in early 2000s, and Davies High School area developed in 2007. These initial investments and deferred costs were decisions that were somewhat automated and uninhibited based on resources available. The demand for the growth and new housing was unprecedented as land was quickly occupied by the demand of new housing and population growth in less than a decade.

As the 2024 Growth Plan identified, these developments have proven to be responsible and served to keep up with demand in order to contribute to a regional economy to sustain jobs and businesses by accommodating new households in the region. Similarly, as highlighted in the FM Metro COG Regional Housing Study plan, we know that the housing supply is lagging behind the demand based on jobs. The regional Metro Housing Study found in 2023 that even with the investment in development the metro

still has a housing/job gap of 1.5, (1.2 is the national average). Based on this rate Fargo, needs an additional 8,300 units within the next 10 years. On average historically, the City supplies about 300 new lots a year to keep up with builder demand. Today current inventory is only approximately 150 available lots, which is the lowest it has been in the last twenty years. A healthy number of surplus lots is a three-year supply, 900 lots. That number however is a historic metric absent of growing adjacent communities in Horace, West Fargo, Dilworth and beyond. However, limiting the supply of housing will further inflate the cost of housing.

Absent of the housing needs, staff is also considering financial and economic considerations as a result of the market demands:

1. Increase Infrastructure Costs: Infrastructure construction costs have increased significantly over time, reducing predictability and placing sustained pressure on capital planning and the City's debt capacity. For example, a residential infrastructure project completed in 2012/2013 cost approximately $2.29 million to serve 146 homes, or about $15,700 per home served. A comparable 2026 project costs approximately $6.26 million to serve 168 homes, or about $37,200 per home served.

1. Increase Service Costs: Review comments received from Police and Public Works indicate the challenges of increasing costs to keep up with current demands. Expanding service areas into new geographic territory adds further complexity and budget pressures. In coordination with Finance and based on 2027 budget projections, inflation alone is driving an estimated 4% - 6% annual budget increase. With inflation and rising costs, maintaining existing service levels is becoming increasingly difficult, much less expanding services. Since costs are rising faster than growth can pay for them, this creates a broader financial and strategic discussion with elected officials and the public regarding expectations, service levels, and the City's core responsibilities.

2. Initial Investment & Cash/Debt Balance: The first phase of investment for a multi-year phased development, has a large immediate impact to the budget. Coupled with construction costs rising, it is increasing the size of the annual bonding needs. While these debts are supported by assessment, the debt level constrains the ability for future borrowing as well as increasing the general fund reserve requirement to maintain our bond rating.

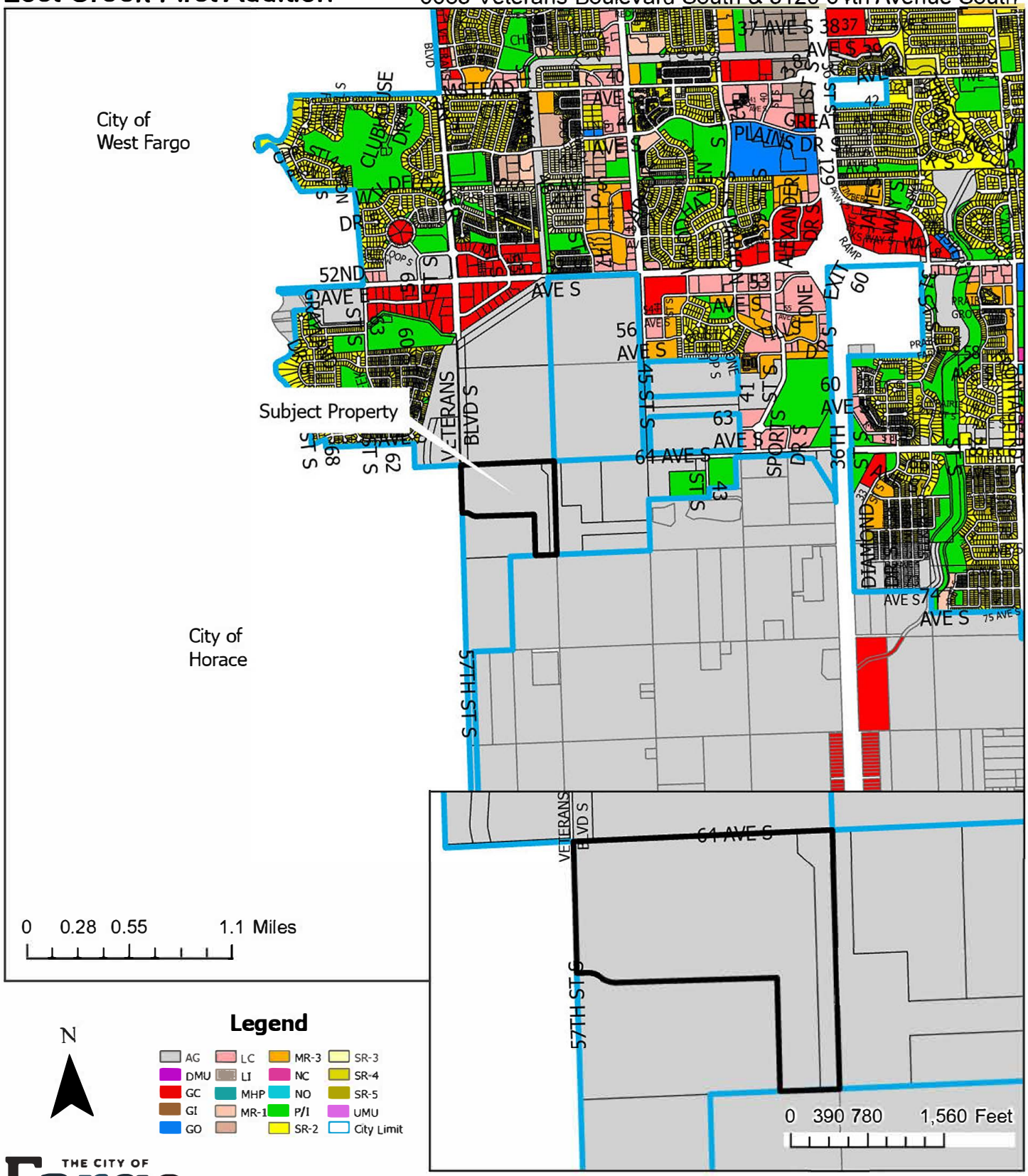
Typically, when a land development application is received when larger policy is not developed to support the project, a recommendation for denial is recommended by staff. That is the case in this situation. For fair due process, it is suggested to separate the land entitlement application from policy and regulation development in order to provide clarity for the associated property rights that may be granted. Reviewing the city's responsibilities that are codified by law is part of the zoning and platting review requirements.

Once action or consideration is given specific to the agenda item, staff recommends pursuing informational meetings, and staging of policy discussions based on a timeline of your preference and as represented in the 2024 Growth Plan. Staff is prepared to spend several meetings and weeks to discuss these items and to learn more about your priorities related to these items. Staff is prepared to coordinate these topics with the City Commission in relation to the LDC development, 2027 budget discussions, future CIP and future incentive and special assessment policy development.

Major Subdivision & Zone Change from AG, Agricultural to SR-4, Single-Dwelling, Residential, SR-5 Single-Dwelling Residential, MR-3 Multi-Dwelling Residential with a C-O, Conditional Overlay; and P/I, Public/Institutional

Lost Creek First Addition

6685 Veterans Boulevard South & 5120 64th Avenue South



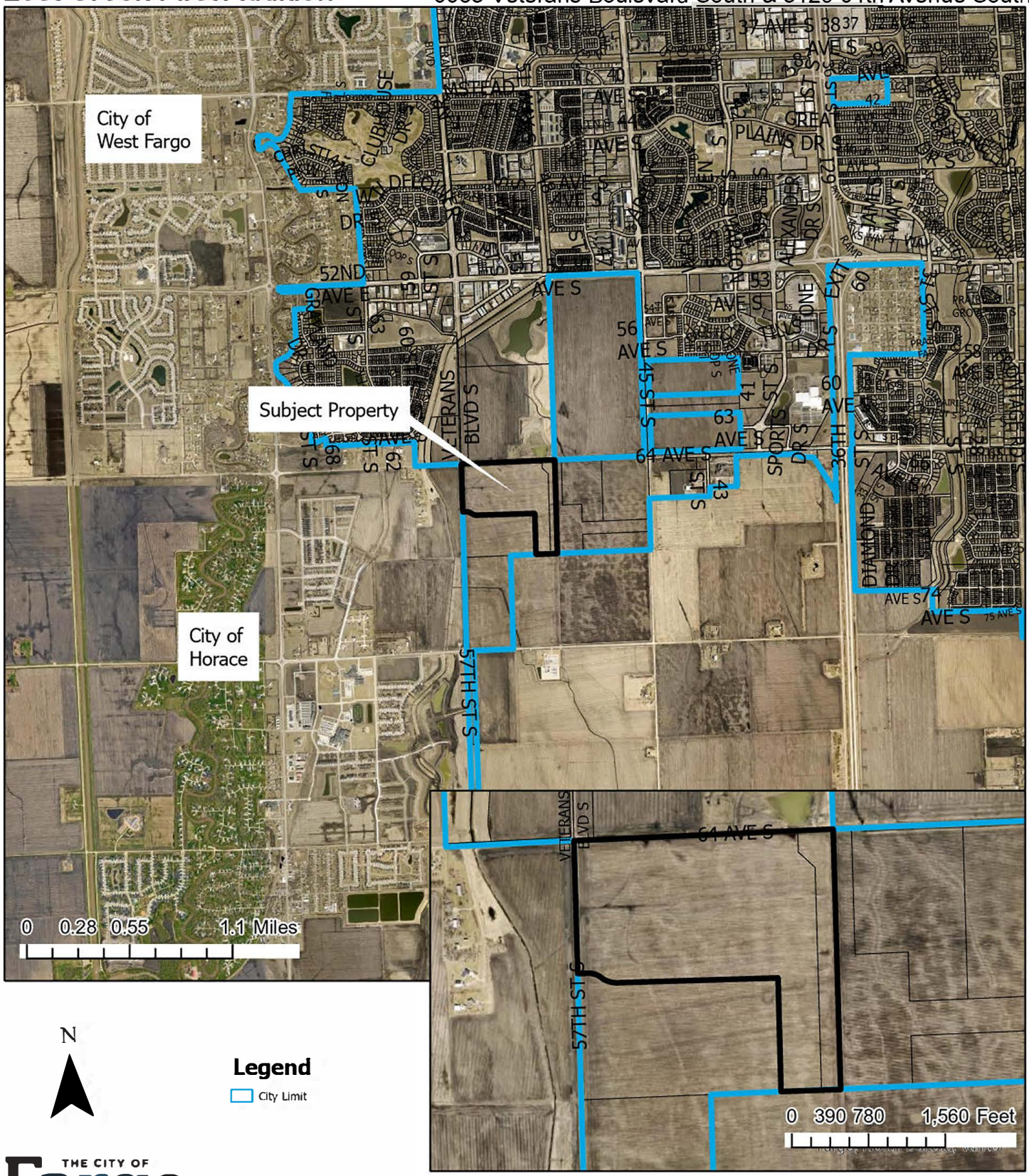
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

Major Subdivision & Zone Change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5 Single-Dwelling Residential, MR-3 Multi-Dwelling Residential with a C-O, Conditional Overlay; and P/I, Public/Institutional

Lost Creek First Addition

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N

Legend

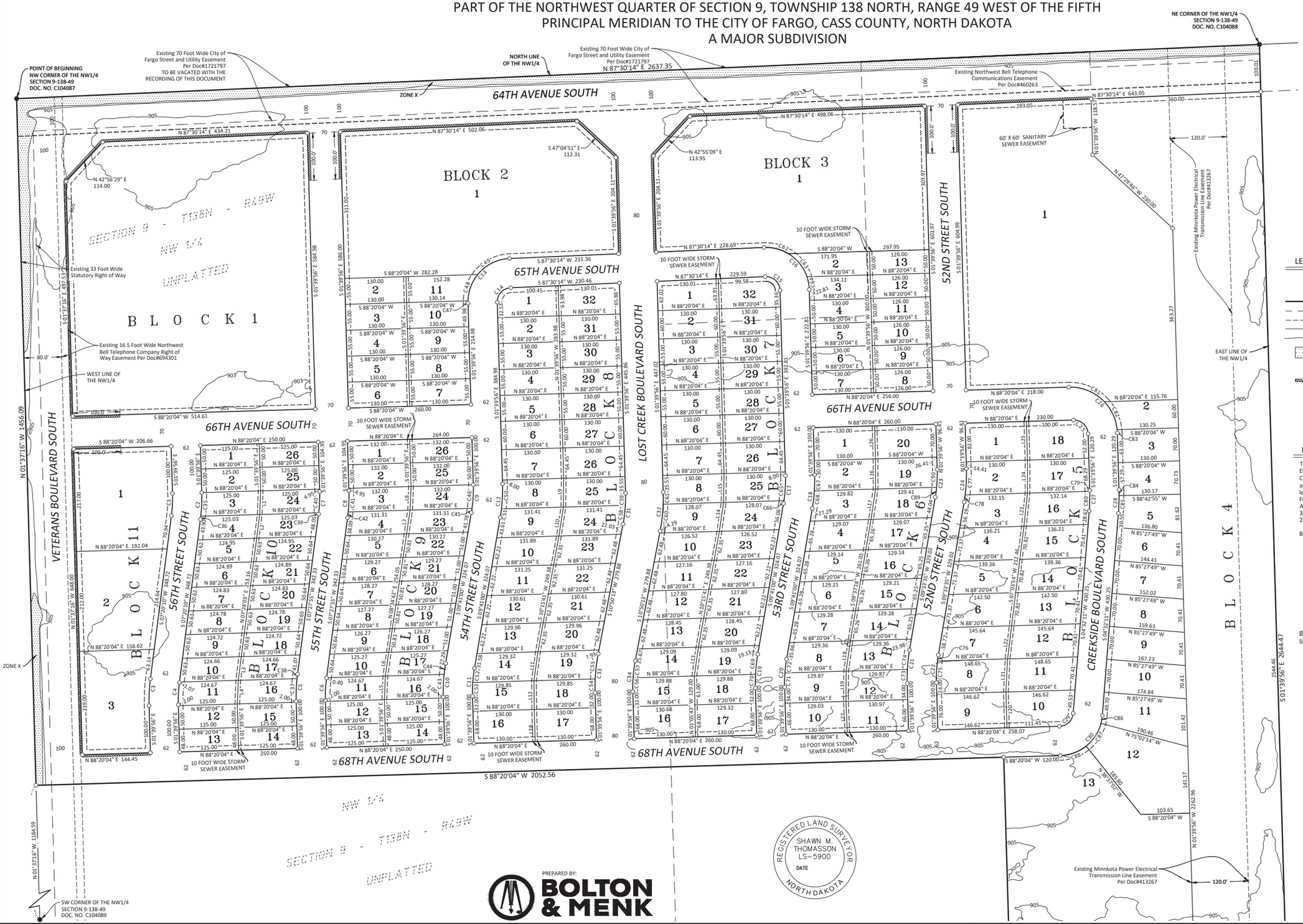
City Limit

THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION



0 100 200
SCALE IN FEET

Basis of Bearings:
City of Fargo Ground Coordinate System, US Survey Foot.
Vertical Datum: NAVD88

LEGEND

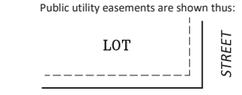
- 5/8" x 18" LONG REBAR, MONUMENT SET OR TO BE SET, CAP MARKED BY LIC. NO. LS-5900
- 5/8" DIAMETER REBAR FOUND
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- QUARTER SECTION LINE
- 905 EXISTING CONTOUR LINE PER CITY OF FARGO LIDAR CONTOUR DRAWINGS NAVD88 DATED 2017
- AREA NOT WITHIN SPECIAL FLOOD HAZARD AREA (ZONE X)
- NEGATIVE ACCESS EASEMENT
  "Negative Access Easement, as noted on this plat, is a easement dedicated as part of the right of way dedication which easement denies direct vehicular access to a street or public way from the lot or lots adjacent to such street or way. The negative access easement is not a strip of land of any certain width, but is a line coterminous with the boundary of the adjacent lot or lots".

NOTES

THE SUBJECT PROPERTY LIES WITHIN ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) AND ZONE X (0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) AS SHOWN ON THE CURRENT FLOOD INSURANCE RATE MAP NO. 38017C0767H , HAVING AN EFFECTIVE DATE OF SEPTEMBER 25, 2026 AND MAP NO. 38017C0786G HAVING AN EFFECTIVE DATE OF JANUARY 16, 2015.

BASE FLOOD ELEVATION: 905.7

Public utility easements are shown thus:



Being 10 feet in width and adjoining street right of way lines as shown on the plat, unless otherwise indicated.

BENCHMARK

"FMM09" (ALUMINUM ROD INSIDE SLEEVE) 720'± NORTH OF INTERSECTION OF CO. RD 17 AND 76TH AVE. S., ELEVATION= 908.75 (NAVD 88 DATUM)

DOCUMENTS OF RECORD

1. Permanent Drainage Easement to City of Fargo, Southeast Cass Water Resource Board and the State of North Dakota, recorded as Document No. 599750.
2. Easement Release Agreement recorded as Document No. 1195415.
3. Partial Release of Easement, recorded as Document No. 1354392.

REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
LS-5900
DATE
NORTH DAKOTA

PREPARED BY:
BOLTON & MENK

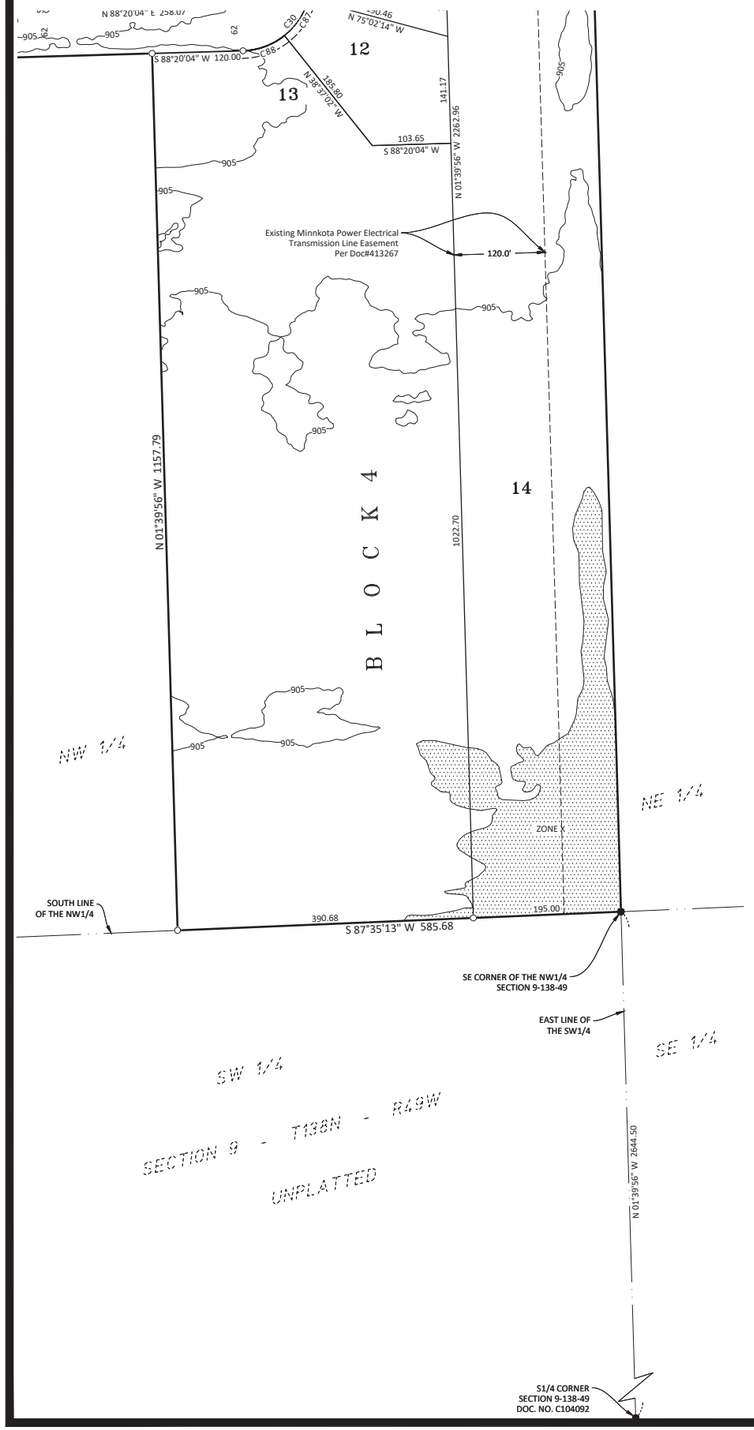
SHEET 1 OF 3

722

SMT 06/17/26 24X.140821V-PROP-PLTF-06.dwg

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION



BLOCK 1	
LOT #	SQ. FT.
1	295788

BLOCK 2	
LOT #	SQ. FT.
1	170969
2	7150
3	7150
4	7150
5	7150
6	7150
7	7150
8	7150
9	7150
10	7150
11	7571

BLOCK 3	
LOT #	SQ. FT.
1	166549
2	7420
3	6539
4	6500
5	6500
6	6500
7	6500
8	6300
9	6300
10	6300
11	6300
12	6300
13	6300

BLOCK 4	
LOT #	SQ. FT.
1	245406
2	8342
3	9101
4	9140
5	9927
6	9843
7	10375
8	10908
9	11440
10	11973
11	15013
12	27919
13	431933
14	529088

BLOCK 5	
LOT #	SQ. FT.
1	10660
2	9104
3	9383
4	9645
5	9865
6	10085
7	10309
8	10404
9	11143
10	10680
11	10335
12	10300
13	10085
14	9865
15	9645
16	9438
17	9175
18	10467

BLOCK 6	
LOT #	SQ. FT.
1	9100.0
2	8281
3	8246
4	8263
5	8267
6	8272
7	8277
8	8328
9	8318
10	8548
11	8612
12	8319
13	8252
14	8277
15	8272
16	8267
17	8263
18	8290
19	8347
20	9100

BLOCK 7	
LOT #	SQ. FT.
1	8186
2	7800
3	7150
4	7150
5	7150
6	7800
7	8379
8	7852
9	7714
10	7737
11	7777
12	7816
13	7855
14	7940
15	7976
16	8863
17	8817
18	7881
19	7857
20	7855
21	7816
22	7777
23	7737
24	7767
25	7932
26	8379
27	7800
28	7150
29	7150
30	7150
31	7800
32	8231

BLOCK 8	
LOT #	SQ. FT.
1	8008
2	7150
3	7150
4	7150
5	7150
6	7800
7	8379
8	7923
9	8019
10	8026
11	7987
12	7947
13	7908
14	7937
15	7955
16	8840
17	8840
18	7902
19	7855
20	7908
21	7947
22	7957
23	8026
24	8078
25	7997
26	8379
27	7800
28	7150
29	7150
30	7150
31	7150
32	8440

BLOCK 9	
LOT #	SQ. FT.
1	6600
2	6600
3	6555
4	6535
5	6489
6	6439
7	6389
8	6339
9	6289
10	6249
11	6277
12	6250
13	6000
14	6000
15	6250
16	6213
17	6235
18	6289
19	6339
20	6389
21	6439
22	6489
23	6543
24	6618
25	6600
26	6600

BLOCK 10	
LOT #	SQ. FT.
1	6250
2	6250
3	6222
4	6248
5	6246
6	6243
7	6240
8	6237
9	6235
10	6233
11	6277
12	6250
13	6000
14	6000
15	6250
16	6213
17	6230
18	6235
19	6237
20	6240
21	6243
22	6246
23	6250
24	6285
25	6250
26	6250

BLOCK 11	
LOT #	SQ. FT.
1	44159
2	37169
3	32286

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S2°15'55"W	50.12'
L2	S7°21'33"W	50.63'
L3	S7°19'46"W	50.62'
L4	S2°22'21"W	50.12'
L5	N2°22'24"E	50.12'
L6	N8°08'38"E	50.74'
L7	N8°22'36"E	50.78'
L8	N2°20'40"E	50.12'
L9	N0°40'23"E	61.05'
L10	N8°48'43"E	62.03'
L11	N7°46'44"E	61.84'
L12	N0°29'08"W	61.01'
L13	N8°04'35"E	61.89'
L14	N8°13'20"E	61.92'
L15	N0°56'58"E	61.06'
L16	N0°04'21"W	64.02'
L17	N8°36'31"E	65.04'
L18	N7°58'10"E	64.92'
L19	N0°25'46"E	64.04'
L20	S1°39'56"E	76.00'
L21	N2°53'24"E	70.22'
L22	N6°57'26"E	70.80'
L23	N6°04'00"E	70.64'
L24	N0°05'29"E	70.03'
L25	N1°39'56"W	82.00'
L26	N1°39'56"W	70.00'
L27	N2°30'17"W	66.01'
L28	N1°39'56"W	68.00'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C1	47.13	300.00	9°00'06"	47.08	N2° 50' 07"E
C2	56.87	362.00	9°00'06"	56.81	N2° 50' 07"E
C3	56.87	362.00	9°00'06"	56.81	S2° 50' 07"W
C4	47.13	300.00	9°00'06"	47.08	S2° 50' 07"W
C5	57.69	362.00	9°07'51"	57.63	S2° 54' 00"W
C6	47.81	300.00	9°07'51"	47.76	S2° 54' 00"W
C7	47.81	300.00	9°07'51"	47.76	N2° 54' 00"E
C8	57.69	362.00	9°07'51"	57.63	N2° 54' 00"E
C9	59.42	300.00	11°20'56"	59.33	N4° 00' 32"E
C10	71.70	362.00	11°20'56"	71.59	S4° 00' 32"W
C11	59.42	300.00	11°20'56"	59.33	S4° 00' 32"W
C12	71.70	362.00	11°20'56"	71.59	N4° 00' 32"E
C13	143.18	92.00	89°10'10"	129.16	S42° 55' 09"W
C14	46.69	30.00	89°10'10"	42.12	S42° 55' 09"W
C15	47.56	30.00	90°49'50"	42.73	N47° 04' 51"W
C16	145.85	92.00	90°49'50"	131.05	N47° 04' 51"W
C17	59.42	300.00	11°20'56"	59.33	N4° 00' 32"E
C18	71.70	362.00	11°20'56"	71.59	N4° 00' 32"E
C19	71.70	362.00	11°20'56"	71.59	S4° 00' 32"W
C20	59.42	300.00	11°20'56"	59.33	S4° 00' 32"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C21	70.92	362.00	11°13'31"	70.81	S3° 56' 50"W
C22	58.78	300.00	11°13'31"	58.68	S3° 56' 50"W
C23	58.78	300.00	11°13'31"	58.68	N3° 56' 50"E
C24	70.92	362.00	11°13'31"	70.81	N3° 56' 50"E
C25	47.12	30.00	90°00'00"	42.43	N46° 39' 56"W
C26	157.08	100.00	90°00'00"	141.42	N46° 39' 56"W
C27	43.30	400.00	6°12'07"	43.28	N1° 26' 08"E
C28	50.01	462.00	6°12'07"	49.98	N1° 26' 08"E
C29	43.88	30.00	83°47'53"	40.07	N46° 26' 08"E
C30	134.55	92.00	83°47'53"	122.88	N46° 26' 08"E
C31	65.46	300.00	12°30'09"	65.33	N4° 35' 08"E
C32	82.92	380.00	12°30'09"	82.76	N4° 35' 08"E
C33	82.92	380.00	12°30'09"	82.76	S4° 35' 08"W
C34	65.46	300.00	12°30'09"	65.33	S4° 35' 08"W
C35	50.16	362.00	7°56'21"	50.12	N2° 18' 14"E
C36	6.71	362.00	1°03'45"	6.71	N6° 48' 17"E
C37	48.14	362.00	7°37'11"	48.11	S2° 08' 39"W
C38	9.55	362.00	1°30'41"	9.55	S6° 42' 35"W
C39	2.59	300.00	0°29'40"	2.59	N7° 13' 05"E
C40	45.22	300.00	8°38'11"	45.18	N2° 39' 10"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C41	45.17	362.00	7°08'55"	45.14	N1° 54' 32"E
C42	12.52	362.00	1°58'56"	12.52	N6° 28' 27"E
C43	48.14	362.00	7°37'11"	48.11	S2° 08' 39"W
C44	23.56	362.00	3°43'45"	23.56	S7° 49' 07"W
C45	9.19	300.00	1°45'17"	9.19	N8° 48' 21"E
C46	50.23	300.00	9°35'39"	50.18	N3° 07' 53"E
C47	5.02	92.00	3°07'43"	5.02	S0° 06' 04"E
C48	60.37	92.00	37°35'40"	59.29	S20° 15' 37"W
C49	77.79	92.00	48°26'47"	75.49	S63° 16' 51"W
C50	53.19	362.00	8°25'08"	53.14	N2° 32' 38"E
C51	18.51	362.00	2°55'48"	18.51	N8° 13' 06"E
C52	30.38	300.00	5°48'06"	30.36	S6° 46' 57"W
C53	29.05	300.00	5°32'50"	29.03	S1° 06' 29"W
C54	29.03	380.00	4°22'37"	29.02	S0° 31' 22"W
C55	53.89	380.00	8°07'32"	53.85	S6° 46' 27"W
C56	29.05	300.00	5°32'50"	29.03	S1° 06' 29"W
C57	36.42	300.00	6°57'19"	36.40	S7° 21' 34"W
C58	39.98	300.00	7°38'09"	39.95	N7° 01' 09"E
C59	25.48	300.00	4°52'00"	25.47	N0° 46' 04"E
C60	57.45	380.00	8°39'44"	57.39	N6° 30' 21"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C61	25.47	380.00	3°50'25"	25.47	N0° 15' 17"E
C62	54.26	92.00	33°47'25"	53.47	N75° 36' 04"W
C63	63.98	92.00	39°50'54"	62.70	N38° 46' 54"W
C64	27.61	92.00	17°11'31"	27.50	N10° 15' 42"W
C65	53.28	300.00	10°10'32"	53.21	N3° 25' 20"E
C66	6.14	300.00	1°10'23"	6.14	N9° 05' 48"E
C67	34.05	362.00	5°23'22"	34.04	N1° 01' 45"E
C68	37.65	362.00	5°57'34"	37.64	N6° 42' 13"E
C69	42.67	362.00	6°45'14"	42.65	S6° 18' 23"W
C70	29.03	362.00	4°35'42"	29.02	S0° 37' 55"W
C71	30.05	300.00	5°44'21"	30.04	S1° 12' 15"W
C72	29.37	300.00	5°36'35"	29.36	S6° 52' 42"W
C73	30.03	362.00	4°45'13"	30.03	S0° 42' 41"W
C74	40.89	362.00	6°28'18"	40.87	S6° 19' 26"W
C75	46.18	300.00	8°49'13"	46.14	S2° 44' 40"W
C76	12.59	300.00	2°24'19"	12.59	S8° 21' 26"W
C77	55.81	362.00	8°50'03"	55.76	N2° 45' 05"E
C78	15.11	362.00	2°23'29"	15.11	N8° 21' 51"E
C79	1.71	400.00	0°14'41"	1.71	N1° 32' 35"W
C80	41.59	400.00	5°57'26"	41.57	N1° 33' 28"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C81	83.66	100.00	47°55'59"	81.24	N67° 41' 57"W
C82	66.42	100.00	38°03'11"	65.20	N24° 42' 22"W
C83	7.01	100.00	4°00'50"	7.00	N3° 40' 21"W
C84	12.58	462.00	1°33'35"	12.58	N0° 53' 09"W
C85	37.43	462.00	4°38'32"	37.42	N2° 12' 55"E
C86	16.74	92.00	10°25'35"	16.72	N9° 44' 59"E
C87	58.48	92.00	36°25'12"	57.50	N33° 10' 22"E
C88	59.33	92.00	36°57'06"	58.31	N69° 51' 31"E
C89	21.08	300.00	4°01'36"	21.08	N7° 32' 48"E
C90	37.69	300.00	7°11'56"	37.67	N1° 56' 02"E

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REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
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DATE
NORTH DAKOTA

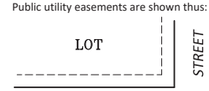
PREPARED BY:
BOLTON & MENK

NOTES

THE SUBJECT PROPERTY LIES WITHIN ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) AND ZONE X (0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) AS SHOWN ON THE CURRENT FLOOD INSURANCE RATE MAP NO. 38017C0767H , HAVING AN EFFECTIVE DATE OF SEPTEMBER 25, 2026 AND MAP NO. 38017C0786G HAVING AN EFFECTIVE DATE OF JANUARY 16, 2015.

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Public utility easements are shown thus:



Being 10 feet in width and adjoining street right of way lines as shown on the plat, unless otherwise indicated.



0 100 200
SCALE IN FEET

Basis of Bearings:
City of Fargo Ground Coordinate System, US Survey Foot.
Vertical Datum: NAVD88

LEGEND

- 5/8" x 18" LONG REBAR, MONUMENT SET OR TO BE SET, CAP MARKED BY LIC. NO. LS-5900
- 5/8" DIAMETER REBAR FOUND
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- QUARTER SECTION LINE
- 905 EXISTING CONTOUR LINE PER CITY OF FARGO LIDAR CONTOUR DRAWINGS NAVD88 DATED 2017
- AREA NOT WITHIN SPECIAL FLOOD HAZARD AREA (ZONE X)

SHEET 2 OF 3

723

SMT 06/17/26 24X.140821V-PROP-PLTF-06.dwg

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Tones, LLC, a North Dakota limited liability company, JB Real Estate Investments, LLC, a North Dakota limited liability company, 70th Avenue Development, LLC, a North Dakota limited liability company, as vendee, The City of Fargo, and Bank Forward,as Mortgage, being owners of a parcel of land located in that part of the Northwest Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter; thence North 87 degrees 30 minutes 14 seconds East on an assumed bearing along the north line of said Northwest Quarter for a distance of 2637.35 feet to the northeast corner of said Northwest Quarter; thence South 01 degree 39 minutes 56 seconds East along the east line of said Northwest Quarter for a distance of 2644.47 feet to the southeast corner of said Northwest Quarter; thence South 87 degrees 35 minutes 13 seconds West along the south line of said Northwest Quarter for a distance of 585.68 feet; thence North 01 degree 39 minutes 56 seconds West for a distance of 1157.79 feet; thence South 88 degrees 20 minutes 04 seconds West for a distance of 2052.56 feet to the west line of said Northwest Quarter; thence North 01 degree 37 minutes 16 seconds West along said west line for a distance of 1456.09 feet to the point of beginning.

Said tract contains 104.84 acres, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

Said owners have caused the above described parcel of land to be surveyed and platted as "LOST CREEK FIRST ADDITION" to the City of Fargo, Cass County, North Dakota and do hereby dedicate to the public, for public use forever, the streets, utility easements, sanitary sewer easements and storm sewer easements as shown on this plat.

OWNER: JB Real Estate Investments, LLC
Lots 5-13, Block 3; Lots 1-13, Block 4; All of Blocks 5 & 6;
Lots 3-10 & 14-31, Block 7

_____
By: James Bullis, President

State of North Dakota }
County of Cass } SS

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared James Bullis, President, JB Real Estate Investments, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of JB Real Estate Investments, LLC.

_____
Notary Public

OWNER: Tones, LLC
All of Blocks 1 & 2; Lots 1-4, Block 3;
Lots 1-2 & 11-13 & 32 Block 7; All of Blocks 8, 9, 10 & 11

_____
By: Don Dabbert, President

State of _____ }
County of _____ } SS

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Don Dabbert, President, Tones, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of Tones, LLC.

_____
Notary Public

MORTGAGE HOLDER:
Bank Forward

_____
By: Marc Knutson, Market President

State of _____ }
County of _____ } SS

On this _____ day of _____, in the year 2026 before me, a notary public within and for said County and State, personally appeared Marc Knutson, Market President, Bank Forward, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of Bank Forward.

_____
Notary Public

VENDEE:
70th Avenue Development, LLC

_____
By: James Bullis, President

State of _____ }
County of _____ } SS

On this _____ day of _____, in the year 2026 before me, a notary public within and for said County and State, personally appeared James Bullis, President, 70th Avenue Development, LLC, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of 70th Avenue Development, LLC.

_____
Notary Public

OWNER: CITY OF FARGO
Lot 14, Block 4

_____ Attest: _____
By: Timothy J. Mahoney, Mayor Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota }
County of Cass } SS

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Timothy J. Mahoney and Angie Bear known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

_____
Notary Public

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Shawn M. Thomasson, Registered Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown, and that the outside boundary lines are correctly designated on the plat.

_____ Date:_____
Shawn M. Thomasson, Professional Land Surveyor
North Dakota License Number LS-5900

State of North Dakota }
County of Cass } SS

On this _____ day of _____, 2026, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

_____
Notary Public

REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
LS–5900
DATE
NORTH DAKOTA

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this _____ day of _____, 2026.

_____
Tom Knakmuhs, P.E., City Engineer

State of North Dakota }
County of Cass } SS

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Tom Knakmuhs, P.E., City Engineer known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Fargo.

_____
Notary Public

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planing Commission this _____ day of _____, 2026.

_____
Maranda R. Tasa, Planning Commission Chair

State of North Dakota }
County of Cass } SS

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Maranda R. Tasa, Planning Commission Chair, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

_____
Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 2026.

_____
Timothy J. Mahoney, Mayor

Attest: _____
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota }
County of Cass } SS

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Timothy J. Mahoney, Mayor, and Angie Bear, known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledged that they executed the same ad their free act and deed on behalf of the City of Fargo.

_____
Notary Public

PREPARED BY:
BOLTON & MENK

SMT 06/17/26 24X.140821V-PROP-PLTF-06.dwg

LOST CREEK FIRST ADDITION
DRAFT CONDITIONAL OVERLAY FOR MR-3
APRIL 30, 2026

A. Residential Developments

1. Building Form and Style.

1.1. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Metal panel, finished wood and vinyl shall be allowed on residential structures but should not exceed 75% of the building elevation.

1.2. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.3. The cumulative total building footprint for all accessory buildings shall be a maximum of 40 percent of the primary building coverage.

1.4. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right-of-way.

1.5. Individual accessory buildings shall have a maximum length of 140 ft.

2. Site Design

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped with plantings within planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.1.1. Parking lots;
2.1.2. Any public sidewalk or multi-use path along the perimeter of the lot;

DRAFT

2.1.3. Any public sidewalk system along the perimeter streets adjacent to the development;

2.1.4. Adjacent pedestrian origins and destinations-including, but not limited to transit stops, residential development, office buildings, and retail shopping buildings-where deemed practical and appropriate by the Zoning Administrator; and

2.1.5. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

3. Prohibited Uses. The following uses are prohibited:

3.1. Off premises signage/off premises advertising
3.2. Portable Signs
3.3. Pylon Signs

4 Illegal Splits: Illegal splits will not be considered separate lots as part of the original plat.

DRAFT

EAGLERIDGE

December 15, 2025

Fargo City Planning and Development
Attn: Donald Kress
225 4th Street North
Fargo, ND 58102

RE: Lost Creek First Addition

Dear Mr. Kress:

EagleRidge Companies respectfully submits this application for Lost Creek First Addition. Enclosed for your review are the following completed materials:

- Lost Creek – Master Development Narrative
- Application for Approval of Subdivision, including the following related materials:
  - Preliminary Plat
  - Title Opinion
  - Receipt of Taxes Paid
  - Legal Description
  - Acknowledgment of Special Assessments
- Application for Zoning Map Amendment, including the following related materials:
  - Title Opinion
  - Legal Description
- Check for the application fee in the amount of $900.
- ***Amenities Plan to be submitted at a later date.*

Thank you for your time and consideration. Please do not hesitate to contact us if you have any questions or require additional information.

Respectfully,

Rory Waliser
EagleRidge Development

LOST CREEK
MASTER DEVELOPMENT NARRATIVE

1. Introduction to Lost Creek

Lost Creek is the next major neighborhood in south Fargo. The master plan establishes a balanced mix of housing, parks, trail systems, and neighborhood-serving commercial nodes, all consistent with the City of Fargo's 2024 Growth Plan for Quadrant 4, Super Grid A.

Lost Creek development is proposed to be built in phases over the course of 8–10 years. The goal of this community is to deliver long-term value through housing, public greenway connections, walkability, tax base growth, and sustained construction and operating employment. This project fully supports Fargo's growth intentions to build a more urban, connected, mixed-housing neighborhood, as outlined in the Fargo Growth Plan 2024.

2. Housing Needs

Lost Creek provides a variety of housing that supports Fargo's ongoing need for attainable ownership opportunities and move-up product. The Fargo-Moorhead Housing Needs Analysis (2023) identifies three crisis-level conditions:

1. Insufficient supply vs job growth: Lost Creek delivers an estimated1,800 homes for approximately 4,300 residents across all phases.
2. Need for entry-level + move-up ownership: Lost creek provides a variety of lot sizes, ranging from 50' to 70' wide. This variability will provide both entry-level and move-up opportunities within the same neighborhood.
3. Growing Demand for Rental Housing: Lost Creek will provide a variety of rental housing options ranging from traditional apartments, enhanced apartments, and townhomes. This allows for a complete housing life cycle within the neighborhood.

The Lost Creek neighborhood meaningfully reduces the current housing imbalance by bringing on a smart and comprehensive housing supply over the next decade.

This distribution reflects the Urban Neighborhood intent of the Growth Plan — higher intensity uses placed along collector corridors, transitioning inward to single-family homes, while still offering choice in price point and lifestyle.

3. Integration with Regional Recreation Vision – "Lake Fargo"

Lost Creek is uniquely positioned as the southern greenway connection to the currently being constructed "Lake Fargo". This 80-acre recreational lake and regional retention system is planned to serve 2,300 acres of future growth area located west of I-29 and south of 52nd Avenue South.

Lost Creek directly connects trails to Lake Fargo and adds additional park frontage on the channel and adjacent secondary ponds. These additions help bring to life the City of Fargo's vision for more integrated recreational spaces. This also reflects the City's preferred model of stormwater-linked parks and linear recreation corridors, elevating natural systems beyond utility use into daily public amenities.

4. Smart Land Planning and Efficient Infrastructure Framework.

Lost Creek applies deliberate urban-planning principals that reduce upfront infrastructure cost while lowering the City's long-term maintenance burden.

Key efficiencies include:

- Efficient Grid Street Network: A connected grid minimizes total roadway and utility length per unit of housing, allowing streets, water, sewer, and storm systems to be built in straight, cost-efficient runs rather than curvilinear or cul-de-sac patterns. This design reduces construction cost, long-range snow removal hours, repair surfaces, and life-cycle maintenance costs for the City and its residents.
- Consistent, Standardized Block Lengths: Regular blocks improve development efficiency, simplify lot creation, and avoid irregular parcels that require excess pavement, utility jogs, or multiple access points. Predictable geometry lowers survey, grading, and future reconstruction costs for the City.
- High-Utilization Infrastructure Through Mixed Housing Density: Utilities, roadway capacity, and public services are shared across ±1,800 units and future 4,300 residents, increasing the return on public investment. More residents per linear foot of infrastructure means lower per-household cost exposure for the City over its life cycle.
- Multi-Purpose Stormwater + Greenway System: Stormwater corridors double as park and trail infrastructure, eliminating the need for separate detention ponds, trail corridors, and park nodes. This reduces both installation cost and ongoing operational maintenance for both the City of Fargo and Fargo Park District while providing a higher public amenity.

Lost Creek delivers long-term fiscal efficiency — less infrastructure per household, shared systems across density tiers, and public assets that serve multiple functions. This supports the City's goal of growing in a cost-efficient, maintainable pattern as outlined in the Fargo Growth Plan.

5. Financial Impact

Lost Creek represents a generational scale expansion of Fargo's housing inventory, tax base, and local economic impact. Upon completion of all phases, the neighborhood is projected to support approximately4,300 new residents across an estimated1,800 dwellings.

Reflecting today's construction economics, escalated to completion, Lost Creek is projected to generate:

Economic Metric	Estimated Impact
Stabilized Taxable Valuation	≈ $1.1 Billion
Annual Property Tax Revenue	≈ $13.2 Million/Year
30-Year Property Tax Total	≈ $400 Million
30-Year Local Spending Circulation	≈ $6.3 Billion
Municipal Development Fees (Design, Permitting, Construction, etc)	≈ $15 Million

Lost Creek has a sizeable impact on the overall financial health of the City both short term, during the development and construction, and long term through property taxes and life-cycle local spending from the 4,300 residents.

Lost Creek becomes a permanent tax base engine, not a one-cycle subdivision.

6. Conclusion – Why Lost Creek is a Win for Fargo

Lost Creek is not just another subdivision. It is a complete, thoughtfully planned neighborhood that addresses the housing needs as identified in the Fargo Moorhead Housing Study. It also aligns directly with the Fargo Growth Plan 2024. Finally, it provides a sustained positive financial impact for the City, County, State, and Park District.

Lost Creek First Addition

An EagleRidge Community

EAGLERIDGE DEVELOPMENT



Site Amenities and Project Plan
Lost Creek First Addition
June 15, 2026

Location: The subject property is legally referred to as Lost Creek First Addition including Lot 1 of Block 1, Lots 1-11 of Block 2, Lots 1-13 of Block 3, Lots 1-14 of Block 4, Lots 1-18 of Block 5, Lots 1-20 of Block 6, Lots 1-32 of Block 7, Lots 1-32 of Block 8, Lots 1-26 of Block 9, Lots 1-26 of Block 10, and Lots 1-3 of Block 11.

Details: The project is residential in nature and includes about One Hundred Eighty-Six (186) SR-4, single dwelling residential zoned lots, three (3) SR-5, single dwelling residential zoned lots, four (4) MR-3, multi-family dwelling residential zoned lots, and three (3) P/I, public institutional zoned lots. As approved, the project is intended to be developed as detached single family, attached single family, multi-family and public park and City lots, pursuant to the LDC.

Right of Way (ROW): The project accommodates right of way dedications for public roadways and utilities, with specific details outlined below:

64th Avenue South: This segment of roadway has been designated as a *mixed-use arterial* roadway.

- ROW dedication shall be 100 feet;
  - Full ROW dedication for 64th Avenue South will be 200 feet, which the additional 100 feet of dedication is not required as part of this subdivision;
- 64th Avenue South is currently a gravel section, which will be required to be improved to a paved roadway as part of the public improvements to support this subdivision;
  - The determination of whether 64th Avenue South will be initially paved as a rural asphalt section or urban concrete section will be made by the City, at its sole discretion, at a later date.
  - If initially paved to a rural asphalt section, 64th Avenue South will need to be improved to an urban concrete section at a future date. Timeframe for the urban section, as well as future lane configurations and widths, is currently unknown and will be at the discretion of the City;
  - If initially paved to an urban concrete section, the lane configurations, including intersection access configurations, will be made by the City, at its sole discretion.
  - Included within the subdivision is ROW dedication for roundabouts at the intersections of Lost Creek Boulevard South and Veterans Boulevard South. Timeframe for the construction of the roundabouts is currently unknown and will be at the discretion of the City;
- Future access points to 64th Avenue South are limited to the breaks in negative access easements as shown on the plat. Access points at 52nd Street South and 55th Street South, will be limited access. These intersection configurations may be initially constructed as limited access or, as traffic volumes increase, may be reduced from a full access to a limited access. The decision of when these intersection configurations become limited access shall be at the full discretion of the City.
- 10-foot shared use paths shall be incorporated into the boulevard on the north and south sides, as required by §20.0611;
  - Maintenance of the south boulevard and path, including and not limited to, mowing and snow removal, shall be the responsibility of the adjacent lot property owner. At no time shall the City have responsibility for the maintenance of the boulevard and path.

Veterans Boulevard South: This segment of roadway has been designated as a *mixed-use arterial* roadway.

- ROW dedication shall be 100 feet;
  - Full ROW dedication for Veterans Boulevard will be 200 feet, which the additional 100 feet of dedication is not required as part of this subdivision;

- Veterans Boulevard is currently a gravel section, which will be required to be improved to a paved roadway as part of the public improvements to support this subdivision;
    - The determination of whether Veterans Boulevard will be initially paved as a rural asphalt section or urban concrete section will be made by the City, at its sole discretion, at a later date.
    - If initially paved to a rural asphalt section, Veterans Boulevard will need to be improved to an urban concrete section at a future date. Timeframe for the urban section, as well as future lane configurations and widths, is currently unknown and will be at the discretion of the City;
    - If initially paved to an urban concrete section, the lane configurations, including intersection access configurations, will be made by the City, at its sole discretion.
    - Included within the subdivision is ROW dedication for a roundabout at the intersection of 64th Avenue South. Timeframe for the construction of the roundabout is currently unknown and will be at the discretion of the City;
- Future access points to Veterans Boulevard South are limited to the breaks in negative access easements as shown on the plat. The access point at 66th Avenue South, will be limited access. This intersection configuration may be initially constructed as limited access or, as traffic volumes increase, may be reduced from a full access to a limited access. The decision of when this intersection configuration become limited access shall be at the full discretion of the City.
- A 10-foot shared use path shall be incorporated into the boulevard on the east, as required by §20.0611;
    - Maintenance of the east boulevard and path, including and not limited to, mowing and snow removal, shall be the responsibility of the adjacent lot property owner. At no time shall the City have responsibility for the maintenance of the boulevard and path.

Lost Creek Boulevard South: This segment of roadway has been designated as a *residential collector* roadway.

- ROW dedication shall be 80 feet;
- Street width shall be 34 feet with parking allowed on both sides of the street;
- 4.5-foot sidewalk shall be incorporated into the east and west boulevards as required by §20.0611.

52nd Street South (64th Avenue South to 66th Avenue South), 55th Street South (64th Avenue South to 66th Avenue South), 56th Street South (66th Avenue South to 68th Avenue South), and 66th Avenue South: These segments of roadway have been designated as a *residential neighborhood* roadway.

- ROW dedication shall be 70 feet;
- Street width shall be 32 feet with parking allowed on both sides of the street;
- 4.5-foot sidewalks shall be incorporated into the boulevards as required by §20.0611 unless.

Creekside Boulevard South, 52nd Street South (66th Avenue South to 68th Avenue South), 53rd Street South, 54th Street South, 55th Street South (66th Avenue South to 68th Avenue South), 65th Avenue South, and 68th Avenue South. These segments of roadway have been designated as a *residential neighborhood* roadway.

- ROW dedication shall be 62 feet.
- Street width shall be 28 feet with parking allowed on one side of the street.
- 4.5-foot sidewalks shall be incorporated into the boulevards as required by §20.0611 unless noted below;

- 8-foot shared use path shall be incorporated into the south boulevard of 68h Avenue South. This trail shall be continuous between Veterans Boulevard South and Lot 13, Block 4.

Other:

- Street lighting shall be determined by the City Engineering Department and installed per City standards;
- The placement of group mailboxes and parking signs (as applicable) will be coordinated with the Developer and the City of Fargo Engineering Department. These locations shall be determined and agreed upon prior to construction of any public improvements.

Storm Water Management: Lost Creek First Addition is located within the service area of the Southwest Regional Metro Storm Water Pond (SW Metro Pond). As such, the SW Metro Pond has been designed to meet the current City of Fargo's Policy on Storm Water Discharge and Treatment requirements and provides the required storm water quantity and quality for Lost Creek First Addition. No further on-site storm water facilities will be required if land uses stay consistent with the proposed zoning of Lost Creek First Addition.

Stormwater runoff from Lost Creek First Addition will be routed into the previously constructed stormwater channel within Lot 14, Block 4.

Lot 1, Block 4 will be required to direct all storm water runoff to the storm water channel located immediately east of the lot, within Lot 14, Block 4. The Developer will be allowed one storm water outfall from the lot. No storm water runoff from Lot 1, Block 4 will be allowed to discharge into the 52nd Street South, 64th Avenue South, or 66th Avenue South storm sewer systems. Prior to any site plan approval and any connection from Lot 1, Block 4 to the storm water channel, the Developer and City must enter into a separate sewer easement.

Floodplain Management: Portions of Lost Creek First Addition are located within the existing FEMA Floodplain. It is acknowledged by the Developer that construction of structures shall comply with the City of Fargo's Floodproofing Construction Requirements when applicable, including removing any structure from the FEMA Special Flood Hazard Area by a Letter of Map Revision via fill.

Water Supply: Potable water shall be provided by Cass Rural Water District.

Engineering and Construction Improvements: The Developer shall rely upon and collaborate with the City of Fargo Engineering Department on the design and construction of all public improvements.

- As part of the initial public improvements project, the design and construction of a 10-foot-wide shared use path on the west side of the existing storm water channel within Lot 14, Block 4 shall be included.
- The cities of Fargo and Horace are developed a Memorandum of Understanding (MOU) for Veterans Boulevard. This MOU must be approved by both cities prior to any public improvements being requested and constructed.
- The Developer acknowledges that all applicable City utility fees, including but not limited to the Storm Sewer Utility Fee, shall commence on all platted lots within Lost Creek First Addition, regardless of zoning designation, upon substantial completion of the Developer requested infrastructure.

Funding of Improvements: The following shall apply respective to the public improvements to serve Lost Creek First Addition:

- Public improvements shall be funded per the City's Infrastructure Funding Policy, which may include assessment to the benefitting properties or funding by the Developer.
- Developer shall submit an infrastructure request indicating the preferred funding method, which will be presented to the Fargo City Commission for consideration and determination of the funding to be utilized.

Park Dedication: Lost Creek First Addition shall include the dedication of Lot 13 Block 4; to the Fargo Park District. The total area of this dedication is estimated at approximately 9.91 acres. The final dedicated acreage and any applicable cash dedication requirements shall be coordinated directly with the Fargo Park District. The developer may convey this lot to the Fargo Park District by separate deed following subdivision plat recordation.

The Developer acknowledges that the dedicated park lot is anticipated to extend south in the future and connect to the east–west residential collector contemplated in the overall Master Plan.

The Developer shall not be responsible for any park land dedication or cash dedication requirements associated with the platting or development of Lot 13, Block 4.

This Amenities Plan is hereby approved.

_____ _____
James Bullis, Owner date
JB Real Estate Investments, LLC
Owner: Lots 5-13, Block 3; Lots 1-13, Block 4; All of Blocks 5 & 6; and Lots 3-10 & 14-31, Block 7

_____ _____
Donald Dabbert Jr., President date
Tones, LLC
Owner: All of Blocks 1 & 2; Lots 1-4, Block 3; Lots 1-2 & 11-13, Block 7; All of Blocks 8, 9, 10 & 11

_____ _____
Tom Knakmuhs, City Engineer date

Developer Agreement

This Agreement, made and entered into between JB Real Estate Investments, LLC, a North Dakota limited liability company ("Developer") and the City of Fargo, a municipal corporation ("City"), is for the purpose of establishing public infrastructure for the property identified below and legally described on the attached Exhibit A (the "Development Property"). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property~~, known as Lots 5-13, Block 3; Lots 1-13, Block 4; all of Blocks 5 and 6; and Lots 3-10 and 14-31, Block 7 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property~~.

2. Developer will make a request for local infrastructure for the Development Property ("Initial Project") and agreed to waive the protest of any resolutions of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17., and waived its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the initial infrastructure. The funding of this initial request for infrastructure will follow the City's Infrastructure Funding Policy in effect at the time of creation of the Initial Project, which may include assessment to the benefiting properties or funding by the Developer. The Developer shall submit an infrastructure request indicating the preferred funding method, which will be presented to the Fargo City Commission for consideration and determination of the funding method to be utilized just like the Developer has been doing for the last 25 years.

~~3.~~ Veterans Boulevard is currently a gravel surface from 64th Avenue South to 76th Avenue South. ~~To support the Development Property, the City will improve Veterans Boulevard to a paved surface prior to or in conjunction with the Initial Project. The City shall have the sole discretion to decide whether Veterans Boulevard will initially~~

~~be improved to a rural asphalt section or urban concrete section, with such decision to be made by the City at a later date and which may occur after recordation of this Agreement. If City determines to initially improve Veterans Boulevard to a rural asphalt section ("Future Arterial Project #1A"), the City will, at a future date to be determined by City, improve Veterans Boulevard from a rural asphalt section to an urban concrete section ("Future Arterial Project #1B). The timeframe for these improvements, as well as lane configurations and widths, shall be determined at the sole discretion of the City. Regardless of whether the City determines to initially construct Future Arterial Project #1A or #1B, the Developer hereby expressly agrees that it will not protest and waives the right to protest the future construction of Future Arterial Project #1A or #1B, as applicable. The funding of these future improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for the projects.~~

3.

4. 64th Avenue South is currently a gravel surface from 45th Street South to Veterans Boulevard. To support the Development Property, the City will improve 64th Avenue South to a rural section paved surface prior to or in conjunction with the Initial Project. ~~The City shall have the sole discretion to decide whether 64th Avenue South will initially be improved to a rural asphalt section or urban concrete section, with such decision to be made by the City at a later date and which may occur after recordation of this Agreement. If City determines to initially improve 64th Avenue South to a rural asphalt section ("Future Arterial Project #2A"), \~~the City may~~will~~, at a future date to be determined by City, improve 64th Avenue South from a rural asphalt section to an urban concrete section ("Future Arterial Project #2B"). The timeframe for these improvements, as well as lane configurations and widths, shall be determined at the sole discretion of the City. ~~Regardless of whether the City determines to initially construct Future Arterial Project #2A or #2B, the Developer hereby expressly agrees that it will not protest and waives the right to protest the future construction of Future Arterial Project #2A or #2B, as applicable.~~ The funding of these future improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for the projects.

5. At the time of this Agreement, no determination has yet been made by the City as to whether it will initially construct other f~~F~~uture ~~A~~arterial p~~P~~rojects, and the Devloper acknowledges that access to the Development Property will be limited. ~~#1A or #1B, and whether it will initially construct Future Arterial Project #2A or #2B. Additionally, no determination has yet been made regarding the funding of the Initial Project for the Development Property (i.e., Developer funded, special assessments, or a combination of both).~~

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a. If the Initial Project will be funded through special assessments or a combination of Developer funded and special assessments, then the following terms shall govern:

~~i.~~ The City and the Developer will work together just like they have for the last 25 years ~~shall have sole discretion~~ to determine the scope, timing, and scale of the projects, including whether to combine or separate the Initial Project and the arterial roadway projects. ~~If the City determines to complete the construction in two or more projects, then the City shall have sole discretion on the timing of when the projects are constructed, which projects will be constructed together or separately, and the timing of the projects.~~

~~ii.~~i. ~~The parties hereby acknowledge and agree that the City's determinations regarding the scope, timing, and scale of the projects could result in 64th Avenue South and/or Veterans Boulevard being constructed in one calendar year and the Initial Project for the Development Property being constructed in a later calendar year.~~

b. ~~If the Initial Project will be funded through the Developer, then the following terms shall govern:~~.

~~i. Developer hereby acknowledges and agrees that it will not be able to utilize public right-of-way consisting of 64th Avenue South and/or Veterans Boulevard to access the Development Property prior to and while those arterial roadways are under construction.~~

~~ii. Developer hereby acknowledges and agrees that it will not be permitted to begin construction of the Initial Project within the Development Property until, at a minimum, the City has completed the design, bid, and award of the contracts for improving 64th Avenue South and Veterans Boulevard to a paved surface, as well as the construction of the sanitary sewer lift station to serve the surrounding area, which includes the Development Property. As a result, Developer acknowledges and agrees that it may be unable to construct the Initial Project in the same calendar year as construction of 64th Avenue South and/or Veterans Boulevard.~~

~~iii. The City will not issue any building permits for projects or properties within the Development Property until (a) the construction of improving 64th Avenue South and Veterans Boulevard to pavement as described herein is substantially completed (b) the City's sanitary lift station projects benefiting the Development Property are substantially completed and (c) any other conditions typically required for issuance of building permits are satisfied.~~

6. If the City initially constructs a rural asphalt roadway~~Future Arterial Project #1A~~ as to Veterans Boulevard and/or a rural asphalt roadway~~Future Arterial Project #2A~~ as to 64th Avenue South, then the Developer, for the portion of the Development Property zoned as "MR – Multi-Dwelling Residential" described as Lot 1, Block 4 of Lost Creek First Addition (the "MR Zoned Parcel"), hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the future construction of the aforementioned improvements~~Future Arterial Project #1B and Future Arterial Project #2B,~~ and to the assessment of the costs thereof to the MR Zoned Parcel all in accordance with the City policy for assessment of improvements in force at the time the improvements are bid and awarded. ~~Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Future Arterial Project #1B and Future Arterial Project #2B. The project costs, which may be assessed against the MR Zoned Parcel, and in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, shall include the costs of completing the construction of the Future Arterial Project #1B and Future Arterial Project #2B. If, however, the City initially constructs either 64th Avenue South and/or Veterans Boulevard as an urban concrete section then this provision shall no longer apply to that specific arterial roadway initially constructed as urban concrete sections~~.

7. LOMR and Flood Proof Foundations. City and Developer, in recognition of the over $4 billion dollars spent by taxpayers on flood protection, and the likelihood that the Diversion Project will be complete and certified shortly after installation of the Initial Project agree that the Development Property will not require a LOMR, and further that while flood proof foundations will be encouraged, they will not be required for residential structures located within the Development Property.~~Developer hereby acknowledges and agrees that no infrastructure may be constructed or installed in support of Lost Creek First Addition until the City enters a Memorandum of Understanding with the City of Horace pertaining to the construction and long-term maintenance roles and responsibilities for Veterans Boulevard. Developer is aware the City is in the process of negotiating such Memorandum of Understanding but the City has made no representations or commitments to Developer as to when such Memorandum of Understanding will be approved and entered.~~

8. Developer agrees that access points to 64th Avenue South at 52nd Street and 55th Street will initially allow all turning movements at those intersections until traffic volumes necessitate turning movements to become limited. The decision on when the alteration

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of the turning movements at these intersections are necessary shall be at the sole discretion of the City.

9. Developer agrees that the access point to Veterans Boulevard at 66th Avenue South will initially allow all turning movements at the intersections until traffic volumes necessitate turning movements to become limited. The decision on when the alteration of the turning movements at this intersection is necessary shall be at the sole discretion of the City.

10. Developer shall be required to direct discharge of the storm water runoff of the MR Zoned Parcel of the Development Property into the storm water channel consisting of Lot 14, Block 4 of the Lost Creek First Addition, which is located immediately to the east of MR Zoned Parcel. The City will allow one storm water outfall/connection from the MR Zoned Parcel of the Development Property into the storm water channel. Developer shall not discharge any storm water from the MR Zoned Parcel onto 52nd Street South, 64th Avenue South or 66th Avenue South. Before Developer shall be permitted to make any connection from the MR Zoned Parcel of the Development Property into the storm water channel, Developer and City must enter a separate storm sewer easement, which the parties will negotiate in good faith.

11. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. ~~Developer agrees to inform any purchasers of the Development Property of the existence and context of this Agreement. Developer also hereby agrees to notify the City no later than ten (10) days prior to an assignment or sale of the Development Property.~~

Commented [JB1]: This agreement is in recordable form. Any future owners will be informed consistent with the ND Title Standards

12. The parties hereby agree that this Agreement may be recorded against the Development Property.

13. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

14. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not

affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.

15. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

16. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

17. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

JB Real Estate Investments, LLC

Dated: _____ _____

By: James Bullis

Its: President

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared James Bullis, an authorized signatory of JB Real Estate Investments, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

_____

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

City of Fargo, a municipal corporation

Dated: _____ _____

Timothy J. Mahoney, Mayor

ATTEST

_____
Angie Bear, Deputy Auditor
on behalf of City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and ANGIE BEAR, to me known to be the Mayor and Deputy Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

Lots 5-13, Block 3 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 1-13, Block 4 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

All of Block 5 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

All of Block 6 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 3-10 and 14-31, Block 7 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Monday, April 27,2006

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

Dear Members of the Fargo City Commission:

West Fargo Public Schools respectfully submits this letter in advance of the City of Fargo's upcoming commission meeting regarding the proposed Lost Creek 1st Addition that is currently under review. This correspondence is not intended to express support for or opposition to the proposed development. Rather, it is intended to provide information regarding school district capacity and facility planning considerations that may be relevant as the City evaluates the pace and timing of future residential growth.

West Fargo Public Schools serve students residing in multiple communities, including areas within the City of Fargo. As the district plans for continued enrollment growth, school capacity must be aligned with long-range facility planning, voter authorization, and the time required to design and construct additional learning space.

For our most recent bond referendum in February 2025, the school district identified three separate questions. Question 2 including a new elementary school, among other projects, anticipated to be needed in 6 to 10 years. Unfortunately, that question fell short of the required 60% supermajority and failed.

As a result of the bond election, the school district does not have voter-approved funding to construct an additional elementary school. As a result, the district must continue to manage growth within existing elementary capacity unless and until additional planning, community support, and funding are secured.

Given these conditions, West Fargo Public Schools request that the City carefully consider the pace of any near-term development in this area. The district's concern is not with development itself, but with whether residential growth may proceed more quickly than current school capacity and approved facility planning can reasonably support. Additional master planning, including continued coordination among the city, developers, and the school district, would help ensure that future growth is aligned with available school infrastructure and the educational needs of incoming families.

Thank you for your consideration of these planning factors and for your continued partnership in supporting thoughtful, sustainable community growth.

Sincerely,

Liz Mackowick
Business Manager
West Fargo Public Schools

EAGLERIDGE

Lost Creek – Phase 1

Why is this getting a denial recommendation: This isn't a zoning or land use issue. The plan lines up with the Growth Plan and what this area is intended to be. The concern being raised is timing and the City's capacity — not the project itself.

Why is it critical that this be approved right now: New developments take a long time to go from a plan to homes! Even if this moves forward today, you're looking at:

- 08/2025: First City Meeting
- 08/2026: Tentative Entitlement Approvals
- 2027/2028: Lot Construction
- Late 2028 / 2029: First Residents moving into Lost Creek

Decisions today don't impact today; they impact what housing looks like 2 to 4 years from now.

How many homes does Fargo build a year: Fargo has averaged about 360 single-family starts per year.

How many lots are coming without this neighborhood:

- Selkirk (final phase): ~130 lots (likely 2027)
- Covey Ranch: ~140 lots (mostly 40' product). This project still needs to be formally approved by City Commission.

270 Lots! That Fargo's housing pipeline right now; 130 lots for sure and a MAYBE on 140 more. That is less than 1 years' worth of inventory!!!

Why this neighborhood in this location: This is exactly where the City has been planning and investing growth:

- Super Grid A
- In line with the new Growth Plan
- Tied to the FM Diversion timing

The City has already put a lot into this corridor — roughly $80M between Lake Fargo, 45th St / 64th Ave improvements, and the future 64th & I-29 interchange.

What this project adds:

- 186 single-family lots (mix of 50', 60', 70')
- Townhomes and multifamily
- 10+ acre park and trail connections

It's a full neighborhood, not just one product type.

The real question: If this doesn't move forward — where are the next 300+ lots coming from, and when? Right now, there isn't a clear answer.

Bottom line: This project fits the plan. The risk isn't doing it; it's not having enough ready when the market needs it. This is really a 2029 supply decision, not a 2026 one.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN LOST CREEK FIRST ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Lost Creek First Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 5, 2026; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 26, 2026,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Three (3), Block Eleven (11) of Lost Creek First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District, to "SR-5", Single-Dwelling Residential, District.

Section 2. The following described property:

Lots Two (2), Thirteen (13), and Fourteen (14) of Block Four (4) of Lost Creek First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District, to "P/I", Public and Institutional, District.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. The following described property:

> Lots Two (2) through Eleven (11), Block Two (2); Lots Two (2) through Thirteen (13), Block Three (3); Lots Three (3) through Twelve (12), Block Four (4); Lots One (1) through Eighteen (18), Block Five (5); Lots One (1) through Twenty (20), Block Six (6); Lots One (1) through Thirty-two (32), Block Seven (7); Lots One (1) through Thirty-two (32), Block Eight (8); Lots One (1) through Twenty-six (26), Block Nine (9); and Lots One (1) through Twenty-six (26), Block Ten (10) of Lost Creek First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District, to "SR-4", Single-Dwelling Residential, District.

Section 4. The following described property:

> Lot One (1), Block One (1); Lot One (1), Block Two (2); Lot One (1), Block Three (3); and Lot One (1), Block Four (4) of Lost Creek First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District, to "MR-3", Single-Dwelling Residential, District with a "C-O", Conditional Overlay, District as follows:

A. Residential Developments

1. Building Form and Style.

1.1. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Metal panel, finished wood and vinyl shall be allowed on residential structures but should not exceed 75% of the building elevation.

1.2. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.3. The cumulative total building footprint for all accessory buildings shall be a maximum of 40 percent of the primary building coverage.

1.4. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right-of-way.

1.5. Individual accessory buildings shall have a maximum length of 140 ft.

2. Site Design

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped with plantings within planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.1.1. Parking lots;
2.1.2. Any public sidewalk or multi-use path along the perimeter of the lot;
2.1.3. Any public sidewalk system along the perimeter streets adjacent to the development;
2.1.4. Adjacent pedestrian origins and destinations-including, but not limited to transit stops, residential development, office buildings, and retail shopping buildings-where deemed practical and appropriate by the Zoning Administrator; and
2.1.5. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

3. Prohibited Uses. The following uses are prohibited:

3.1. Off premises signage/off premises advertising
3.2. Portable Signs
3.3. Pylon Signs

4. Illegal Splits: Illegal splits will not be considered separate lots as part of the original plat.

Section 5. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

_____
Joshua Boschee, Mayor

(SEAL)

Attest:

_____
Angie Bear, Deputy Auditor
on behalf of City Auditor

First Reading:
Second Reading:
Final Passage:

THE CITY OF Fargo FAR MORE

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

June 18, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Selection of First-Ranked Proposal for Convention Center

Dear Commissioners:

On November 5, 2024, voters approved amending the City's home rule charter to authorize a three percent (3%) lodging tax with the proceeds of the new lodging tax to be utilized for the costs associated with the construction of a conference center and for future capital improvements, maintenance, and operation of the conference center. The three percent lodging tax will have a term of twenty-five years once it is commenced.

The Board of City Commissioners thereafter created a Convention Center Committee (the "Committee") to create and manage a Request for Proposal process for the selection of a convention center project, subject to the approval of the City Commission. The Committee began meeting in February 2025 and continued its work through April 2026. At that time, the Committee ranked the final four proposals and provided its rankings and recommendations to the City Commission.

On April 27, 2026, the Committee's chairman presented the Committee's recommendations to the City Commission. The City Commission approved a motion directing City staff and the City Attorney's Office to begin a financial due diligence review of the two highest-ranked proposers—Brewhalla and Downtown/Civic—for purposes of evaluating a potential public-private partnership for the construction of a convention center. On May 21, 2026, the City Commission held a brown-bag meeting at which the City Attorney's Office provided an update and summary of the due diligence responses submitted by the two finalists, and the City Commission was provided an opportunity to ask questions of both finalists.

On May 26, 2026, the City Commission directed City staff to continue the due diligence process and engage Baker Tilly to perform an independent financial evaluation of the two finalist proposals and provide an update at the June 22, 2026, meeting. Following the May 26, 2026, meeting, City staff engaged Baker Tilly to conduct an independent financial evaluation of both projects. Baker Tilly completed its review and has now issued its report. Enclosed with this letter is Baker Tilly's report for your review.

The next step in this process is for the City Commission to select one of the two finalists as the first-ranked proposal and authorize City staff to begin negotiations with the selected proposer regarding a development agreement and related project documents. Selection as the first-ranked proposal does not constitute approval of a development agreement, approval of any public financing, approval of any tax increment financing structure, or authorization to commence construction. Rather, selection of a first-ranked proposal authorizes City staff to proceed with negotiations with the first ranked proposal toward a development agreement and continue any additional due diligence deemed necessary related to the first-ranked proposal.

Regardless of which proposal is selected as the first-ranked proposal, there remain numerous items that must be negotiated and evaluated as part of any potential development agreement. Any proposed development agreement, financing documents, tax increment financing proposals, lodging tax ordinances, or related agreements will be presented to the City Commission for consideration and approval at a future public meeting. If negotiations with the first-ranked proposer are unsuccessful or the City determines that proceeding with the first-ranked proposal is not feasible, the City may discontinue negotiations and begin negotiations with the other finalist.

Additionally, the City cannot begin collecting the three percent lodging tax until it approves amendments to the City's lodging tax ordinances for such purposes, including defining the start and end of the twenty-five-year term. City staff's goal is to have any development agreement and lodging tax ordinances approved this Fall. This would provide sufficient time to notify affected hotels and implement the new lodging tax rate for collection beginning January 1, 2027, ahead of anticipated construction in the spring of 2027.

The City Attorney's Office is presenting two suggested motions for the City Commission's consideration. The first suggested motion is to select either MBA Brewhalla or the EAPC Kilbourne Group/Downtown Civic proposal as the first-ranked proposal and to direct City staff to begin negotiations with the first-ranked proposer regarding a potential development agreement. If the City Commission approves a version of the first suggested motion, City staff is also recommending a second motion directing staff to begin the process of evaluating and identifying potential tax increment financing options for the first-ranked proposal and to report back to the City Commission with its recommendations. The purpose of the second motion is solely to authorize City staff to evaluate potential tax increment financing options and determine what actions would be necessary should the City Commission later decide to pursue such financing. Any actual approval of tax increment financing, public incentives, or related financing arrangements would require separate approval by the City Commission at a future public meeting.

SUGGESTED MOTION 1:

I move that the proposal of **[MBA Brewhalla]** or **[EAPC Kilbourne Group/Downtown Civic]** be deemed and accepted as the first-ranked proposal for the convention center project and the City immediately begin negotiations with the first-ranked proposer for a development agreement for the convention center and hotel project and further with respect to the commencement of collection of lodging taxes to fund the convention center project, I move the City Attorney's Office prepare the appropriate amendments to the City's lodging tax ordinances, including Article 3-14 of the Fargo Municipal Code, for such purposes.

SUGGESTED MOTION 2:

I move to approve in concept the use of tax increment financing funds for the convention center project and to direct City staff to identify the appropriate action to be taken by the City to authorize such use for the convention center project and to report back to the City Commission with staff's recommendations.

Sincerely,

Ian R. McLean
City Attorney

bakertilly
MUNICIPAL ADVISORS

June 18th, 2026

Baker Tilly Municipal Advisors, LLC
T: +1 (651) 223 3018
225 South Sixth Street, Ste 23000
Minneapolis, MN 55402
bakertilly.com

City of Fargo, North Dakota

Delivered electronically

RE: Financial Risk Analysis – RFP respondents Kilbourne Group and Brewhalla

City Commission and Staff,

This workpaper presents our initial review and comparison of the salient risks associated with the two developer proposals submitted for the Convention Center project by Brewhalla and Kilbourne Group (the "Applicant", "Applicants"). The analysis is intended to identify and highlight meaningful differentiating factors based on information provided by the respective developers and standardized, where possible, to the market, operational, and financial assumptions presented in the HVS report and industry/local understanding. This review is not intended to supplant, replace, or supersede the comprehensive due diligence necessary to determine ultimate project feasibility, sufficiency, or financial viability. Rather, it serves as a preliminary assessment of key considerations and potential risk areas to inform further diligence. In addition, this workpaper includes a high-level review of potential financing structures and funding options that may be available to support project implementation and long-term sustainability.

In the course of preparing this comparison Baker Tilly was sensitive to presenting each proposal in a way that is as mutually consistent as possible. i.e. "apples-to-apples". Importantly, each of the two proposals presents distinct projects and underlying assumptions. To compare each proposal side by side, would be to condense those factors in a way that would risk misrepresenting either proposal. For the purposes of this analysis, BTMA will consider two factors related to the potential financial impacts to the City of Fargo regarding:

1. Operations of the convention center.
2. Bond financing of the project.

Consistent with BTMA's expectations, and HVS's market study, both applicants submitted proposals with risk factors relevant to the above categories. The risk profile of each project primarily falls into either capital risk or operational risk, with contract risk, market risk and policy risk being downstream items that are ultimately complementary to capital and operational risk, but the mitigation of these downstream risks also aid in mitigating capital and operational risk.

Summary of Analysis

Methodology

BTMA ran pro-formas provided by each applicant as they are currently presented, using the assumptions of each applicant. In addition to the operational pro-forma, BTMA evaluated the bonding Capacity in comparison to operational shortfalls and surpluses, net lodging tax production, and other potential revenues.

Assumptions

BTMA's analysis considers a wide array of assumptions

- Project Basis assumptions: HVS provided a market study on April 25, 2025 (the "HVS Study"). For the purpose of this analysis, HVS's work is considered the baseline assumptions. As revenues, expenditures, and other factors are identified as "conservative," "aggressive," or "in line," with expectations, those references are to the work completed by HVS unless otherwise noted. In each of the applicants' submittals, each applicant attempted to provide proposals that closely reflected the work HVS provided.
- Proposal specific assumptions: Each applicant provided proposals, including forecasts of revenue, expenditures, construction costs, and sources of financing based on their professional experience.
    - BTMA does not adjust or alter assumptions for either proposal unless there is a compelling need to do so clearly identified. Assumptions presented by either applicant are assumed to be presented in good faith, and are taken "as-is."
    - BTMA is working from the assumption that both finalists' proposed projects that are in line with the expectations set forth in the RFP, and – if chosen – will deliver a project that meets the expectations of the City and it's stakeholders.
    - BTMA is assuming that the variations in operational direction are presented as the optional outcome for each facility, and are treated as functionally equivalent, including: variations in method for the booking of events, delivery of catering, and other operational factors.
- Lodging Tax Revenue Assumptions: as the City of Fargo's municipal advisor, BTMA will be proposing assumptions for the anticipated collection of new Lodging taxes for use in supporting the long-term financing and operations of the project. BMTA relied on City data of historic taxable activity in concert with information from the HVS Study. Important tax forecasting assumptions are as follows:

Lodging Tax Revenue Assumptions	
Assumption	**Value**
Lodging Tax Rate	3.000%
Lodging Tax First Collection Date	November 15, 2026
Taxable Activity – New and Existing (Monthly)	
Initial Taxable Activity ($)	*$ 9,242,498.19*
Initial Tax Receipts ($)	*$ 277,274.95*
Stabilized NEW Taxable Activity ($)	*$ 336,722.56*
Stabilized NEW Tax Receipts ($)	*$ 10,101.68*
Initial Fund Balance ($)	$0.00
Fund Balance Earnings (%)	2.000%

Lodging Tax Growth Assumptions			
Year			**Rate of Growth***
0	to	5	2.00%
5	to	10	2.00%
10	to	15	1.00%
15	to	20	1.00%
20	to	25	1.00%

*(HVS Study 10-year Compound Annual Growth Rate = 4.10%)

Assumptions (Continued…)

The forecast above represents a reasonable and appropriately conservative approach to forecast revenues for the newly established lodging tax and incorporates approximately 1,433 new room nights per month due to the projected convention center expansion.

- Financing Assumptions: as the City of Fargo's municipal advisor, BTMA will be proposing assumptions for long-term financing of the City's anticipated lodging tax bonds. Capacity for bonding is based on BTMA's work. Important financing assumptions are as follows:
  - Bonds are structured to utilize net revenues after operational shortfalls (to the extent indicated) and maintain awareness of the need for capital reserve commitments.

- Risk Evaluation: BTMA evaluates the financial risk of the proposed project across several categories. Baker Tilly's Analysis focuses primarily on risks associated with financial impacts to the City: Capital Risk, Contract Risk, and Operational Risk. There is limited exploration of Political Risk associated with a new TIF district. A full explanation of potential risks is shown in **Appendix A.**

Risk Type	Primary Impact	Relevance to Analysis
Capital Risk	Cost of capital, liquidity	Project Costs, Revenues, and Operating cost's impact on debt service coverage
Contract Risk	Delays & disputes	Financial implications of contract negotiation between interested parties related to proposed terms of the project
Operational	Ongoing profitability	Project Costs, Revenues, and Operating cost's impact on City finances
Risk Type	Primary Impact	Relevance to Analysis
Market	Pricing & demand	Addressed in the HVS Study.
Regulatory	Ability to build	Assumed policy compliance following final selection
Leasing/Sales	Revenue realization	Assumed that both applicant methodologies are sufficient, not in the scope of this analysis
Construction	Budget & timeline	*not in the scope of this analysis*
Environmental	Costs & liability	*not in the scope of this analysis*
*Political	Policy-driven changes	Only considered as an element of one of the proposals.
Exit/Liquidity	Final returns	Asset is assumed to be retained by the City and/or development group indefinitely, and City is assumed to have input on disposal
External	Unpredictable disruptions	Only considered as an element of one of the above categories.

Scenario Review

Financial operating analysis – Brewhalla

Overview – Brewhalla

The following table outlines the relevant points of the project with respect to Operating Revenue, Operating Expenses, Operating Risk to the City (City Subsidy), and Financing risk.

BREWHALLA CONVENTION CENTER – STANDARDIZED SCENARIO		
Scenario	**Description**	**Risks**
1. Operating Revenue	Operating revenues, as presented, are generally in line with what was initially contemplated by HVS. The applicant notes that revenues are conservative and based on professional experience.	The revenues as estimated do not present meaningful risk and are conceptually similar to the expectations set forth in the analysis prepared by HVS. There will always be some element of **Operational Risk.**
2. Operating Expense	Operating expenses, as presented, are meaningfully lower than what was contemplated by HVS, largely due to adjustments to the delivery of Catering services through contract catering with an established caterer, and subsequent cost of goods sold adjustments.	The expenses show a different delivery methodology than was assumed in the HVS Study, but do not present a risk outside of those associated with delivery preference for this service. Outsourced services have inherent **Contract Risk.**
3. Operating Risk – City Subsidy	The applicant's proposal does not show need for additional subsidy from the City, but is instead contemplating a modest net income from operations to either supplement financing costs, or be paid to the City.	The applicant has proposed a personal guarantee to subsidize any operational shortfalls in the convention center's operations, with ownership at ultimate risk. Personal Guarantees present **Contract Risk** and would be a topic of evaluation following final selection.
4. Financing Risk – Municipal Bonding	The applicant's proposal requires the establishment of a new TIF district to assist with gap financing of the project costs. *Note 1: the applicant's financing assumptions differ from BTMA, and anticipate greater production of bond proceeds.* *Note 2: the applicant has clarified that the project would meet the City's RFP Requirements regardless of TIF.*	BTMA's estimates show that Lodging Tax will not be sufficient to support financing for the project, as proposed, **(Capital Risk),** and additional strategies may be required to secure funding for a gap in capital. The applicant has proposed a personal guarantee to subsidize any tax revenue shortfalls for up to three years, contingent on adoption of a new TIF district, for the project with ownership at ultimate risk. Personal Guarantee's present **Contract Risk,** as well as **Political Risk,** and would be a topic of evaluation following final selection.

Analysis – Operational Outcomes

The following table outlines the salient risks to the project with respect to financial impact from operational and financial factors, including **Contract Risk**, **Capital Risk**, and **Operational Risk**.

BREWHALLA CONVENTION CENTER – STANDARDIZED SCENARIO	
Proposal Strengths	**Proposal Weaknesses**
Unconditional Personal Guarantee on operational shortfalls	Ultimate guarantee is contingent on final development agreement (**Contract Risk**)
Conditional (TIF) guarantee on tax revenue shortfalls	Ultimate broader guarantee is contingent on TIF District adoption, and final development agreement (**Political** and **Contract Risk**)
The Applicant proposes to deliver a project that meets City's expectations with or without TIF, with adjustments to desired project size in the absence of TIF.	BTMA's financing projections show a gap between bond production and total project cost. Capital reserve funding and desired project size dependent on new TIF. (**Political Risk**)
Operations are proposed to generate positive net revenue, rather than anticipated shortfalls.	Excess lodging tax would be required to support additional debt, or capital reserves, and would not be available for operations within the Tax revenue assumptions provided. (**Capital Risk**)
Mix of in-house, external, and contractual service delivery shows potential to capitalize on efficiencies.	Relationships with external organizations and contractors exposes the project to (**Contract Risk**)

Analysis – Financial SWOT Review

Consistent with the assumptions outlined above, Brewhalla's proposal anticipates delivering a project that meets or exceeds the City's desired outcome. The primary risks to the proposal are contractual, as the terms and conditions of Brewhalla's guarantee for operational and debt coverage are contingent upon the final development agreement; and in the case of the debt service pledge, contingent upon establishment of a new TIF district. Notably, the applicant has clarified that the project itself is not contingent upon establishment of a new TIF district.

BTMA's forecasted bond production, when utilizing debt service, fitted to the anticipated growth in revenues and show proceeds insufficient to support the full cost of the project. There is likely room to bridge this gap with a combination of development tools, and debt restructuring. However, these solutions would exhaust the anticipated capacity of the Lodging tax and likely require policy action to establish a new TIF district.

Conclusion – Brewhalla Scenario

Brewhalla's commitment to backstop any operational losses beyond the corporate entity that will operate the center, extending to ownership stakeholders and their personal wealth, mitigates concerns surrounding **Operational Risk**. All pledges and guarantees are subject to negotiation and final terms, and therefore **Contract Risk.** The project will likely have capital challenges in covering the debt service required to build the project, the pathway to overcoming those challenges involve combined **Capital** and **Political** risk. Despite all guarantees, the City is at ultimate risk for repayment of the bond financing.

Considerations around the capital risk of the proposal is further explored in the *Financing considerations Section.*

Financial operating analysis – Kilbourne Group

Overview – Kilbourne Group Control Scenario

The following table outlines the relevant points of the project with respect to Operating Revenue, Operating Expenses, Operating Risk to the City (City Subsidy), and Financing risk.

KILBOURNE GROUP CONVENTION CENTER – STANDARDIZED SCENARIO		
Scenario	**Description**	**Risks**
5. Operating Revenue	Operating revenues, as presented, are lower than what was initially contemplated by HVS. The applicant notes that revenues are conservative, and based on professional experience.	The revenues as estimated present meaningful risk and are conceptually consistent, albeit lower, than expectations set forth in the analysis prepared by HVS. There is anticipated **Operational Risk.**
6. Operating Expense	Operating expenses, as presented, are lower than what was contemplated by HVS. The proposal maintains the same general structure to what was proposed by HVS.	The structure proposed by HVS, and the applicant presents some level of **Operational Risk**, as service delivery is offered by in-house staff.
7. Operating Risk – City Subsidy	The applicant's proposal shows need for additional subsidy from the City – consistent with expectations established by HVS.	The applicant's proposal acknowledges the operational deficit. The lower project cost allows for some of the Lodging tax to be used to offset those losses. There is a confluence of **Operational** and **Capital Risk**, as Lodging tax revenues will be pledged first to the Bonds.
8. Financing Risk – Municipal Bonding	The applicant's proposal considers benefit from an existing TIF District as alternative funding means to certain aspects of the project and commensurate reserves.	BTMA's estimates show that Lodging Tax should be sufficient to support financing for the project, as proposed – Limiting **Capital Risk.**

Analysis – Operational Outcomes

The following table outlines the salient risks to the project with respect to financial impact from operational and financial factors, including **Contract Risk**, **Capital Risk**, and **Operational Risk**.

KILBOURNE GROUP CONVENTION CENTER – STANDARDIZED SCENARIO	
Proposal Strengths	**Proposal Weaknesses**
Financing structure should allow for excess Lodging tax Revenues to supplement operational deficits.	Proposal shows operational deficits, and clear **Operational Risk.** Anticipated deficit in the first year of stabilization is $160k.
Lodging Tax Revenues, according to BTMA estimates and in conjunction with the HVS Study, should support project financing.	Excess revenues would likely go to operational deficits once bond obligations were met.
Operations of all services in the center are managed by the applicant team, which allows for direct control of costs irrespective of external contracts.	Additional operational overhead adds to **Operational Risk**.
The project is within an existing TIF District, which can assist with costs identified by the applicant for site work and demolition costs.	Benefit to the project from the TIF district is limited by existing obligations of the district, and available revenue, access to additional resources is subject to **Capital Risk.**

Analysis – Financial SWOT Review

Consistent with the assumptions outlined above, Kilbourne Group' proposal anticipates delivering a project that meets the City's desired outcome. The primary risks to the proposal are **Operational**, as the applicant's proposal acknowledges anticipated operational shortfalls. External impacts to the Lodging tax could pass operational shortfalls onto the City.

BTMA's forecasted bond production, when utilizing debt service fitted to the anticipated growth in revenues, shows proceeds reasonably sufficient to support the cost of the project. Additional resources from the existing TIF could help mitigate any additional **Capital Risk**, however, TIF resources are limited by the existing obligations of the district.

Conclusion – Kilbourne Group Scenario

Kilbourne's proposal acknowledges and articulates the operational risks of the project in line with expectations outlined in the HVS Study. Knowledge of the operational risks to the project do not diffuse them, and operating the project without impact to the City's finances outside of the lodging tax remains a relevant **Operational Risk.** Despite a clear exploration of operational risk, the City is at ultimate risk for repayment of the bond financing and operational shortfalls.

Financing Considerations

Overview – Bond Financing

The decision to issue debt and extend the City's credit is one of the most significant financial policy choices a local government can make. When used prudently, debt financing allows the City to accelerate the delivery of important public infrastructure, economic development projects, and community investments that might otherwise be delayed for many years. At the same time, every financing represents a commitment of future financial resources and, therefore, requires a careful balancing of project objectives against the broader obligation to protect the City's long-term fiscal health. In evaluating any debt issuance, the City must consider not only the anticipated benefits of the project being financed, but also the potential impact on financial flexibility, capacity, budgetary priorities, and overall credit quality. Maintaining this balance is essential to ensuring that the City can meet current needs while preserving its ability to respond to future opportunities and challenges.

An important consideration in evaluating this financing is that the primary revenue source identified for debt repayment, the 3% hotel and lodging tax, is restricted in its permitted use and is closely tied to the purpose of the Convention Center itself. Unlike general fund revenues, which may be allocated across a broad range of municipal services and priorities, these tax revenues are generally dedicated to tourism-related, convention-related, or economic development purposes as authorized by statute or local ordinance. As a result, the revenue stream is not available to support the City's broader governmental operations and cannot readily be redirected to address other municipal needs, by design. While this restriction creates a logical nexus between the beneficiaries of the Convention Center and the revenues intended to support its financing, it also concentrates repayment risk within a single economic sector. The City's ability to generate sufficient revenues for debt service, and mitigate any potential use of its general fund, is therefore dependent upon the continued strength of the lodging and tourism market and the Convention Center's ability to contribute to and sustain visitor activity over the long term.

Annual Appropriation Bonds (Taxable)

The issuance of Taxable Annual Appropriation Bonds to finance the Convention Center creates a unique financing risk for the City because the bonds are secured by the City's annual appropriation covenant in addition to the dedicated hotel and lodging tax. While the City's intent may be to utilize hotel and lodging tax revenues as the primary source of repayment, bondholders generally rely on the City's legal obligation to consider and appropriate funds annually for debt service. If hotel and lodging tax collections are insufficient to meet debt service requirements, the City may face significant pressure to appropriate funds from other legally available sources, potentially including resources that would otherwise support general governmental operations.

Hotel and lodging tax revenues are inherently sensitive to economic cycles, tourism activity, convention attendance, and broader travel trends. Revenue performance may also be affected by competition from neighboring destinations, changes in consumer travel behavior, public health events, or economic recessions. Because convention center projects are often justified based on projected increases in visitor activity, there is a risk that actual hotel tax growth may not materialize at the levels anticipated when the bonds are issued. In such circumstances, the City could experience a revenue shortfall relative to debt service requirements, increasing the likelihood that additional appropriations would be required to maintain timely bond payments.

The use of hotel and lodging tax revenues in lieu of general fund support does not fully insulate the City's credit from project performance risk. Rating agencies and investors may evaluate the City's willingness and capacity to appropriate funds even if the pledged revenue source underperforms. A sustained decline in

hotel tax collections could create budgetary stress and place elected officials in the position of choosing between appropriating alternative revenues for debt service or risking a non-appropriation event. While annual appropriation bonds do not constitute a general obligation debt pledge, a failure to appropriate funds could adversely affect the City's credit rating, its reputation in the capital markets, increase future borrowing costs, and potentially limit access to credit for future capital projects.

Additionally, because the bonds are presumed taxable and supported by an annual appropriation structure rather than solely a traditional dedicated revenue pledge, investors may require higher interest rates to compensate for the perceived appropriation and revenue risks. The City therefore assumes both repayment risk and market access risk. To mitigate these concerns, the City may wish to evaluate the establishment of debt service reserve funds, additional coverage requirements, and conservative revenue projections before issuing the bonds. The following is a summary of outcomes on bonding based on indicated variables from applicants (all amounts are estimates and are subject to change):

	HVS Study (Control)	Brewhalla	Kilbourne Group
Par Amount of Bonds	$43.005 Million	$47.765 Million	$45.370 Million
Deposit to Project Fund	$40.279 Million	$44.812 Million	$42.516 Million
Deposit to Reserve	$2.003 Million	$2.178 Million	$2.104 Million[iii]
Costs of Issuance[i]	$723 Thousand	$775 Thousand	$749 Thousand
Interest Rate[ii]	5.95%	5.95%	5.95%
Term	25 Years	25 Years	25 Years
Debt Service Coverage	~1.15x	~1.13x	~1.14x

i) Includes underwriter's discount, bond counsel, advisor, rating agency, registrar/paying agent

ii) Based on current market conditions at the time of this report assuming an 'A2' rating for Taxable Annual Appropriation Bonds

iii) The applicant provides an assumption that available TIF can be used to fund this amount, further consideration is needed as to the political desire, financial capacity, and legal ability to do so. Any use of TIF for this portion will move a like-kind amount to be available for project costs.

HVS Study – Comparative Control

The HVS study and commensurate outcomes derived by BTMA should serve as the controlling scenario for evaluating both the Brewhalla and Kilbourne Group proposals, because they provide a neutral, market-based baseline for demand, operations, and financing capacity. Rather than relying on either respondent's pro forma as the starting point, the City can use the HVS Study to hold the core assumptions constant and compare each proposal based on measurable variances.

In addition to the assumptions provided within the "Summary of Analysis – Assumptions" section of this document, BTMA relied on the operating deficit assumptions provided within the HVS Study for a controlling baseline of variance in the operating subsidy requirements of the City with an assumed $552k subsidy requirement in Year 1 and approximately $350k at stabilization. This amount is used as a net reduction in available revenues for the repayment of bonds and ultimately dictates a portion of the capacity outcome provided.

The indicated outcome above should be treated as the base case for variance analysis. Any improvement or shortfall in the Brewhalla or Kilbourne Group proposal should be identified as either a proposal-specific benefit, a transfer of risk, or a project outcome concern.

Brewhalla – Financing Considerations

The Brewhalla bond capacity outcome is primarily driven by redirecting a share of lodging tax revenue to debt service (with their assumption further including elevated tax revenue expectations), project support by TIF funding, developer operating guarantees, and a lower assumed borrowing cost. While the proposal indicates higher potential bond capacity, several of the underlying assumptions differ from our controlled capacity analysis and introduce market and capital risk. Key risks from these assumptions include:

Key Drivers	Considerations
Higher lodging tax base:	While we control in our analysis using the HVS Study's revenue expectations, complemented by our own derivation via City data, Brewhalla assumes approximately $3.83 million of annual lodging tax revenue, compared with the City assumption of approximately $3.60 million at stabilization. This assumption may provide higher financing capacity, but exposes the project to **Capital Risk** and **Market Risk** as compared to the HVS Study.
Removal of operating and reserve earmarks:	Brewhalla eliminates the City's assumed $350,000 operating loss earmark and $250,000 reserve/capital earmark, allowing the full projected lodging tax amount to support debt service. Further assurance of performance is provided via a proposed guarantee, removing some elements of **Capital Risk** and **Operating Risk**, with some consideration of that risk remaining relative to the strength of the guarantee.
Interest rate assumption:	Brewhalla assumes a 5.00% interest rate, compared with the current prevailing market of approximately 5.95%, which increases estimated borrowing capacity. Notably, we view this 5.00% interest rate assumption as inconsistent for a bond of this kind in the current market and have controlled this assumption by applying our own independent interest rates based on prevailing market conditions. The project maintains exposure to **Capital Risk** as is the case in any event, but is heightened by the aggressive interest rate assumption provided by Brewhalla.
Bond capacity:	Brewhalla, when applying their own assumptions, estimates bond capacity of approximately **$58.5 million**, compared with BTMA's current estimate of approximately **$47.8 million**. If incorporating the added tax generation assumed by Brewhalla, we estimate an approximately $2.2 million benefit to the project in bond capacity. Much of this capacity variance is driven by their assumptions on additional revenue and lower-than-market interest rates, subjecting the project to **Capital Risk**.
TIF as risk support:	The proposal assumes a new TIF District would fund capital reserves, future improvements, and potentially early operating support, replacing amounts otherwise reserved from lodging taxes. This is not incorporated in our bond capacity review, but is considered for purposes of the overall review context. **See identified risks above.**

Key Drivers	Considerations
Project cost fit:	The proposed budget is sized at $58.5 million, including construction, soft costs, FF&E, operational startup costs, and contingency. This amount is in excess of available indicated debt capacity. This exposes the project to greater **Capital Risk**, not independent of the risks identified in the interest rate discussion and the bond capacity discussion.

Kilbourne Group – Financing Considerations

The Kilbourne Group bond capacity outcome is primarily driven by the lodging tax revenue forecast, assumed operating deficit support, reserve funding structure, and the proposed use of existing TIF resources for certain project costs. Overall, the proposal is generally aligned with the HVS baseline revenue framework, but several assumptions require further vetting, because they affect the timing, availability, and sufficiency of funds available to support both project delivery and ongoing operations and introduce operating risk substantively as well as capital risk. Key assumptions include:

Key Drivers	Considerations
Lodging tax revenue:	Kilbourne Group generally assumes the same tax revenue as provided in the HVS Study. Inherently, this contains **Market Risk**, but is not elevated relative to the controlling HVS Study.
Bond capacity:	Kilbourne Group's proposal contemplates a bonding need of approximately $41 million. This amount is generally consistent with available capacity projections, but relies on the presumption that other funds will be made available to fund reserves and costs of certain items of the project. **Capital Risk** exists within this assumption, but is viewed as consistent within the HVS Study baseline and is supported in our capacity analysis resulting in approximately $45.8 million.
Interest rate assumption:	Kilbourne Group's analysis assumes a 5.50% interest rate, which was generally consistent with the assumptions used at the time of the initial bond capacity analysis. For purposes of our capacity review, we do not rely on that static assumption; instead, we control for interest rates by applying our own current market-based assumptions to reflect prevailing financing conditions and capacity. The project maintains exposure to **Capital Risk** as is the case in any event.
Reserve fund:	A proposed $2 million City Convention Center Reserve Fund is intended to manage lodging tax underperformance, operating shortfalls, or capital needs without relying on the General Fund. Kilbourne Group proposes the use of the existing TIF District in support of this funding, but City projections do not support TIF revenue as being sufficient to make those funds immediately available. The assumption requires further vetting and exposes the project to **Policy Risk** and **Legal Risk**.

Key Drivers	Considerations
Operating subsidy:	The plan assumes operating support can be funded within the lodging tax framework, with projected subsidy declining from roughly $470,000 in Year 1 to about $149,000 in Year 5. The project is exposed to **Operating Risk** as a result of this condition.
TIF District Project Contribution:	Kilbourne Group proposes that the existing Riverfront TIF would be available to fund (approx. $2MM) certain eligible site development and adaptive reuse costs, including partial demolition, mechanical system upgrades, and site infrastructure improvements, thereby reducing the amount of bond proceeds needed for those project components, but exposes the project to **Policy Risk** and **Capital Risk**.

Conclusion – Financing Considerations

Regardless of the financing structure ultimately selected, the feasibility and affordability of the Convention Center financing will be heavily influenced by both the historical performance and future growth prospects of hotel and lodging tax revenues, as well as prevailing conditions in the municipal bond market. Historical tax collections provide an important benchmark for evaluating the stability/volatility, and resilience of the revenue stream through varying economic cycles, while future projections necessarily rely on assumptions regarding hotel occupancy, room rates, and broader economic conditions. At the same time, borrowing costs are subject to external market forces that are largely beyond the City's control, including changes in interest rates, investor demand for municipal securities, credit spreads, inflation expectations, and overall capital market conditions. Variations in either revenue performance or financing costs can materially affect debt capacity, annual debt service requirements, coverage levels, and the long-term financial viability of the project. Accordingly, any evaluation of financing should consider a range of revenue and interest rate scenarios to assess the resilience of the proposed structure under both expected and stressed conditions.

Conclusion

Conclusion – All Scenarios

Both applicants propose projects that meet the City's desired outcomes. While direct comparison of the qualitative elements of each proposal is not in the scope of this analysis, it is worth considering the community benefits of each proposal alongside the financial impact. Each proposal has strengths, weaknesses, and challenges that are emergent properties of the operational strategy, scope, and financing structure.

Conclusion - Considerations for final terms and Next Steps

Both proposals have elements of risk to the City, which is a feature of the convention center project that is both expected and unavoidable. **Capital** and **Operational Risk** are among the most salient, as the project is expected to be supported by the newly adopted 3% lodging tax. That tax is committed to the repayment of debt and subsidy of operations for the facility. Inherent in the greater risk profile is a combination of **Market**, **Contract** and **Political Risk**. Following the selection of the winning proposal each of the scenarios necessitates further due diligence and negotiation of contract terms that enshrine the commitments and protections of both the City and Developer – and in some cases of the School District and County Stakeholders.

- Context: both proposals were found to have met the criteria for consideration in alignment with the City's goals for the convention center. Broadly, projects of this kind have challenges consistent with the risk categories discussed in this analysis in most US markets.
- Non-financial factors: The proposals presented by the applicants are difficult to directly compare both financially and conceptually. Each one presents differing locations, service delivery models, and non-pecuniary impacts to the community. This analysis is limited to the financial impacts and risks of each project, and as both projects present risk profiles consistent with market expectations, non-financial factors carry considerable weight in the final decision.
- Community development / goals / non-financial outcomes: BTMA cannot replace the discernment of staff, stakeholders, and policymakers by making a holistic recommendation based on all factors. The needs of the community extend beyond bottom-line considerations. Both projects appear to be financially tenable despite the unique risk profile and challenges for each. It is incumbent upon city stakeholders and decision makers to weigh the risks against both financial and non-financial benefits of each project.

Conclusion – Scope (what this report is *not*)_

The conclusions of this report do not replace or supersede any complementary analysis completed to date. BTMA makes full disclosure that the information presented herein represents the greatest amount of insight available in the timeframe allowed. This report does not represent any of the following.

- Market Study: the HVS study evaluated the market for this project, and BTMA's analysis adopts the assumptions used by HVS.
- RFP Review: Baker Tilly Capital Advisors evaluated each of the four proposals and provided valuable insight on each. This analysis does not replace or supersede those conclusions.
- Basis of need ("But for"): The project is presumed to need public assistance, and the level of public assistance necessary is a topic of further due diligence that the City may undertake following selection of a proposal.
- Cost-Benefit Analysis: this study does not explore a counterfactual scenario without the project; this is a topic of further due diligence that the City may undertake following selection of a proposal.

Sincerely,

BAKER TILLY MUNICIPAL ADVISORS, LLC

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought.

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Appendix A: Definition of Terms

Exploration of Project Risk:

1. Market Risk
Definition: The risk that market conditions change in a way that reduces demand or pricing.
Examples:

- Decline in property values or rental rates
- Oversupply of competing developments
- Economic downturn reducing buyer or tenant demand

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2. Financial / Capital Risk
Definition: Risks related to financing and capital structure.
Examples:

- Interest rate increases raising borrowing costs
- Inability to secure financing or refinancing
- Changes in loan terms or lender requirements
- Cash flow shortages during development

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3. Construction / Development Risk
Definition: Risks tied to the physical development process.
Examples:

- Cost overruns due to labor or material price increases
- Delays from weather, contractor issues, or supply chain problems
- Design errors or construction defects
- Contractor default

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4. Entitlement & Regulatory Risk
Definition: Risks associated with obtaining approvals and complying with laws.
Examples:

- Zoning changes or denial of permits
- Lengthy approval processes
- Environmental regulations or restrictions
- Community opposition ("NIMBY" risk)

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5. Leasing / Sales Risk (Absorption Risk)
Definition: The risk that units do not lease or sell as quickly as expected.
Examples:

- Slower-than-expected absorption rates
- Higher vacancy levels

- Need to lower rents or prices to attract tenants/buyers

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6. Operational Risk
Definition: Risks that arise after project completion during ongoing operations.
Examples:

- Higher-than-expected maintenance or operating costs
- Poor property management performance
- Tenant default or turnover issues

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7. Environmental Risk
Definition: Risks related to environmental conditions and liabilities.
Examples:

- Soil contamination or hazardous materials
- Flood risk or natural disasters
- Sustainability compliance requirements

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8. Legal Risk
Definition: Risks stemming from contracts, disputes, or legal compliance.
Examples:

- Construction disputes or lawsuits
- Title defects or ownership issues
- Contract enforcement problems

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9. Political / Policy Risk
Definition: Risks from government actions or policy changes.
Examples:

- Changes in tax policy (property tax, incentives)
- Rent control or zoning reforms
- Infrastructure or public investment decisions

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10. Exit / Liquidity Risk
Definition: Risk that the developer cannot sell or refinance the asset as planned.
Examples:

- Lack of buyers or investors at expected valuations
- Capital market tightening
- Reduced investor appetite for certain asset types

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11. Force Majeure / External Risks
Definition: Unpredictable, external shocks.
Examples:

- Natural disasters
- Pandemics
- Geopolitical events

THE CITY OF Fargo FAR MORE

OFFICE OF THE MAYOR

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FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY

DATE: MAY 26, 2026

SUBJECT: REQUEST FOR SPIRIT OF FARGO FUNDS FOR USE AT THE RESOURCE AND RECOVERY CENTER

Enclosed for your consideration is a draft Resolution requesting the Impact Foundation to approve the release and expenditure of the remaining sum of approximately $144,000.00 held in the City's "Spirit of Fargo" fund toward the fit-up, installation of necessary fixtures and equipment, and supportive operations including winter warming shelter, at the new Resource and Recovery Center location at 2001 1st Avenue North.

The fund agreement provides that the funds be used "...to support initiatives, programs, and projects in the areas of education, economic development and civic/faith-based partnerships in the Cass County, ND area to reduce the negative impact of flooding and other natural disasters." We all well know that our City and the surrounding area have experienced both river- and rainfall-event flooding and other natural disasters including ice storms, snow storms and blizzards, extreme cold spells and we know about the infrastructure failures that can result from such natural disasters including fires, power outages, frozen water pipes and plumbing, loss of heat and the like. The people affected by such events will include Fargo residents, travelers and others and those people will need the supportive assistance and programing, including temporary winter warming shelter, being provided at the R & R Center in the event of such disasters.

I would appreciate your approval of the Resolution.

SUGGESTED MOTION: To adopt, as presented, the Resolution -- Use of "Spirit of Fargo" Funds for the Resource and Recovery Center Fit-Up and Programming in the Event of Flooding and Natural Disasters.

COMMISSIONER _____ introduced the following Resolution and moved its adoption:

RESOLUTION -- USE OF "SPIRIT OF FARGO" FUNDS FOR THE RESOUCE AND RECOVERY CENTER FIT-UP AND PROGRAMMING IN THE EVENT OF FLOODING AND NATURAL DISASTERS

WHEREAS, By Resolution of the Fargo City Commission, a 2009 flood disaster relief fund was established for the purpose of collecting donations and administering the fund to appropriate purposes and the "Spirit of Fargo" fund was then established with the fund being administered by the Impact Foundation in accordance with a fund agreement dated April 3, 2009 and amended November 1, 2022; and

WHEREAS, By such agreement, the contributions to the fund are to be used "...to support initiatives, programs, and projects in the areas of education, economic development and civic/faith-based partnerships in Cass County, ND area to reduce the negative impact of flooding and other natural disasters;" and

WHEREAS, the City has acquired by lease the use of a 45,000 square foot building located at 2001 1st Avenue North, in Fargo, consisting of office space and warehouse space and the City is fitting up the building, at a cost of over $1.5 million, to serve as the City's new Resource and Recovery Center (the "**R & R Center**") and, as a result, the new R & R Center will allow the City in partnership with a number of local non-profit organizations to provide education, supportive assistance including temporary winter warming shelter and programming for persons and families in need including temporary warming shelter; and

WHEREAS, The City of Fargo and the surrounding area has experienced both river-flooding and rainfall-event flooding and other natural disasters including ice storms, snow storms and blizzards, extreme cold spells and the infrastructure failures that can result from such natural disasters including fires, power outages, frozen water pipes and plumbing, loss of heat, and the like, and these consequences have, in the past, prompted the need in the City for such supportive assistance and programing to assist those in need, including Fargo residents, travelers and others; and

WHEREAS, It is the wish and desire of the Board of City Commissioners to use the existing and remaining funds held by the Impact Foundation to fund the fit-up, installation of necessary fixtures and equipment, and supportive operations of the City's new R & R Center for such purposes and, therefore, to request that the Impact Foundation authorize such expenditures accordingly.

NOW, THEREFORE, BE IT RESOLVED, By the Board of City Commissioners of the City of Fargo, ND, hereby requests the Impact Foundation to release or expend the existing and remaining funds of the "Spirit of Fargo Flood Fund" to be used by the City of Fargo for fit-up, installation of necessary fixtures and equipment, and supportive operations at the R & R Center, 2001 1st Avenue North, Fargo, thereby allowing the City and its partners to address the

needs of those negatively affected by flooding and other natural disasters including ice storms, snow storms and blizzards, extreme cold spells and the infrastructure failures that can result from such natural disasters including fires, power outages, frozen water pipes and plumbing, loss of heat and the like.

_____
Dr. Timothy J. Mahoney, Mayor

Attest:

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

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

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TO: **BOARD OF CITY COMMISSIONERS**

FROM: **CITY COMMISSIONER JOHN STRAND**

DATE: **JUNE 22, 2026**

SUBJECT: **HUMAN RIGHTS COMMISSION**

Over the past several years, the City Commission has engaged in ongoing discussions regarding the future and effectiveness of several advisory boards, including the Arts & Culture Committee (ACC), the Native American Commission (NAC) and the Human Rights Commission (HRC).

In summary, actions by the City Commission to date include:

- ACC has been placed on permanent hold unless budgeted or Federal grant assistance is needed and supported by the City Commission.
- NAC has concluded and moved to a transition plan, to include an independent community-based group that will continue to work collaboratively with the City through city engagement.
- HRC was deferred to a subsequent City Commission.

As the City Commission representative attending Human Rights Commission meetings, I have had the opportunity to observe its work and challenges firsthand. Throughout its history, the Commission has evolved in response to community needs; however, it continues to face the inherent tension between advocacy and the governance framework within which it operates.

After careful consideration, I recommend that the City Commission conclude the Human Rights Commission in its current form. I want to express my sincere appreciation to all past and present members for their dedication, service and commitment to advancing human rights within our community.

I firmly believe that the mission of promoting and protecting human rights is best served through active community engagement, partnerships with local organizations and grassroots initiatives. By operating as an independent, community-oriented entity, a human rights organization can more effectively mobilize community partners and advance its mission beyond the limitations of a governmental advisory board.

The City remains committed to the principles of human rights and looks forward to fostering a strong and collaborative relationship with a community-based human rights organization moving forward.

Recommended Motion: To conclude the Human Rights Commission and direct the City Attorney to amend any associated Ordinances and Resolutions for the Human Rights Commission, the Arts & Culture Commission and the Native American Commission.

THE CITY OF Fargo FAR MORE

OFFICE OF THE MAYOR

DR. TIM MAHONEY
FARGO CITY HALL
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1310 | Fax: 701.476.4136
FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY

DATE: JUNE 22, 2026

SUBJECT: APPOINTMENT TO THE SPECIAL ASSESSMENT COMMISSION

The term of Scott Bladholm on the Special Assessment Commission expires on July 1, 2026.

Mr. Bladholm is willing to continue his service on the Board and I am, therefore, recommending his reappointment.

Your favorable consideration of this recommendation will be greatly appreciated.

RECOMMENDED MOTION: To approve the reappointment of Steve Bladholm for a three-year term ending July 1, 2029.

mmappt26sac

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY

DATE: JUNE 22, 2026

SUBJECT: APPOINTMENTS TO THE LIBRARY BOARD

The terms of Wanda Mengelkoch and Paul Jensen on the Library Board expire on June 30, 2026.

Ms. Mengelkoch and Mr. Jensen are willing to continue their service on the Board and I am recommending that they be reappointed for three-year terms ending June 30, 2029.

Your favorable consideration of this recommendation will be greatly appreciated.

RECOMMENDED MOTION: To approve the reappointment of Wanda Mengelkoch and Paul Jensen to the Library Board for three-year terms ending June 30, 2029.

mmappt26lib

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY

DATE: JUNE 22, 2026

SUBJECT: REAPPOINTMENTS TO THE LIQUOR CONTROL BOARD

The terms of Scott Brekke and Robert Nelson on the Liquor Control Board will expire on July 1, 2026.

Mr. Brekke and Mr. Nelson are willing to continue their service on the Board and I am recommending that they be reappointed for three-year terms ending July 1, 2029.

Your favorable consideration of these recommendations is be greatly appreciated.

RECOMMENDED MOTION: To approve the reappointment of Scott Brekke and Robert Nelson to the Liquor Control Board for three-year terms ending July 1, 2029.

mmappt26lcb

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DR. TIM MAHONEY
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FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY

DATE: JUNE 22, 2026

SUBJECT: PLANNING COMMISSION APPOINTMENTS

The terms of Scott Stofferahn, Paul Gleye and Tyler Mohs on the Planning Commission expire on June 30, 2026.

Mr. Stofferahn and Mr. Gleye are willing to continue their service on the Board and I am, therefore, recommending reappointment. Mr. Mohs, however, has resigned his position.

Daniel Sundberg has submitted an application indicating his interest in serving on the Commission and I am recommending his appointment. I have attached a copy of his application for your information.

Your favorable consideration of this recommendation is greatly appreciated.

RECOMMENDED MOTION: Approve the reappointment of Scott Stofferahn and Paul Gleye and the appointment of Daniel Sundberg on the Planning Commission for three-year terms ending June 30, 2029.

mmappt26plc

Kember Anderson

From: noreply@cityoffargo.com
Sent: Tuesday, August 1, 2023 10:20 AM
To: Commissions Applications
Subject: New Form Submission: Getting involved in government
Attachments: Sundberg Daniel - Resume.pdf

Name:
[Daniel Sundberg]
Mailing Address:
[redacted]
City:
[Fargo]
State:
[ND]
Zip:
[58103]
Work Phone:
[BLANK]
Home Phone:
[redacted]
E-mail:
[redacted]
Which boards or commissions would you like to be considered for?
[Economic Development Incentives Committee,Planning Commission]
Briefly state why you would like to be on this panel:
[I recently moved to Fargo, ND and would like to participate in local governance. I have been in the US Army for 20 years and would like to continue to serve my community.]
How many hours per month could you volunteer as a panel member?
[8]
Please list any past experience you have with city government here or in other cities:
[I served on the Human Relations Commission for the City of Vermillion, SD from 2019 to 2020.]
Please describe any professional experience you have related to the responsibilities of the panel you are interested in:
[I recently retired from the US Army as a Field Artillery officer. I have 20 years of leadership and strategic planning experience. I have lived in several states, providing a unique perspective to this commission/committee/community. I have a Policy Management Masters degree from Georgetown University and a MBA from the University of Minnesota - Twin Cities.]

We will retain your application for three years and consider you for the board you have indicated interest in when a vacancy arises.

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CITY OF Fargo

ASSESSMENT DEPARTMENT

May 13, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by The Polansky Family Joint Revocable Trust. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $156 with the City of Fargo's share being $26.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02-2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal Description of the property for which exemption is claimed _____

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner **THE POLANSKY FAMILY JOINT REVOCAB** Phone No. _____

5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). _____

Remodel Kitchen

7. Building permit No. **25100406** 8. Year built (residential property) 1955

9. Date of commencement of making the improvements 10/14/25

10. Estimated market value of property before the improvements $ 278,500

11. Cost of making the improvement (all labor, material and overhead) $ 197,411.73

12. Estimated market value of property after the improvements $ 299,700

Applicant's Certification And Signature

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

Applicant _____ Date 4/27/26

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application
(do) do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization _____ Date 6-16-2026

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20___, 20___, 20___, 20___, 20 ___.

Chairperson _____ Date _____

24840 (Rev. 6-01)ar

CITY OF Fargo

ASSESSMENT DEPARTMENT

June 1, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by 7 Oak Homes LLC. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $307 with the City of Fargo's share being $52.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

Property Owner *	7 OAK HOMES LLC

Description Of Improvements For Exemption

Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed. *	Restored/renovated the home with new/updated roof/shingles, framing, insulation, drywall, flooring, plumbing, and basement bracing. New finishes: new kitchen everything, two new bathrooms everything, new interior & exterior doors, new window, new door trim/window trim, new baseboards, etc, etc) were completed also.
Building permit No. *	2312-0248-REN
Year built (residential property) *	1902
Date of commencement of making the improvements *	12/13/2023
Estimated market value of property before the improvements *	$ 125,000.00
Cost of making the improvement (all labor, material and overhead) *	$ 125,000.00
Estimated market value of property after the improvements *	$ 250,000.00

Applicant's Certification And Signature

I certify that the information contained in this application is correct to the best of my knowledge.	Trish Bredine
Date *	6/1/2026

Assessor's Determination And Signature

The assessor/county director of tax equalization finds that the improvements described in this application *	○ do ○ do not
meet the qualifications for exemption for the following reason(s): *	The residential property was built 25 or more years ago
Assessor/Director of Tax Equalization	Michael Splonskowski
Date *	6/1/2026

Action of Governing Body

Action taken on this application by the governing board of the county or city: *	○ Approved ○ Denied

Approval is subject to the following conditions:

Exemption is allowed for years

Year

CITY OF Fargo

ASSESSMENT DEPARTMENT

May 13, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Austin and Morgan Steichen. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $2,080 with the City of Fargo's share being $354.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed _____

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner Austin and Morgan Steichen Phone No. _____

5. Mailing Address of Property Owner _____ 58102

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Complete top-to-bottom residential renovation.

7. Building permit No. BP2411-0437-REN 8. Year built (residential property) 1964

9. Date of commencement of making the improvements 11/15/2024

10. Estimated market value of property before the improvements $ 205,800.00

11. Cost of making the improvement (all labor, material and overhead) $ 155,000.00

12. Estimated market value of property after the improvements $ 415,500.00

Applicant's Certification And Signature

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

Applicant _____ Date 05/05/2026

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization _____ Date 6-16-2026

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐

Approval is subject to the following conditions: _____

Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.

Chairperson _____ Date _____