

FARGO CITY COMMISSION AGENDA
Monday, October 27, 2025 – 5:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for the following purposes:

1. For the purpose of receiving its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of the public body pertaining to the Enterprise Environmental Health product and Tyler Technologies, Inc. contract. Discussing these matters in an open meeting will have an adverse fiscal effect on the City. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code § 44-04-19.1 subsection 5;
AND
2. For the purpose of discussing negotiation strategy and providing negotiating instructions to the City's attorney or other negotiator regarding one or more agreements for the leasing of real property (land and improvements) for the relocation of the downtown Resource and Recovery Center, and the financing arrangements for such leasing, as discussing such negotiations, strategy and pricing in an open meeting would have a negative fiscal effect on the bargaining position of the City of Fargo. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code §44-04-19.1 subsection 9.

Regular Meeting at 5:00 P.M.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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 FargoND.gov/CityCommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, October 13, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Interest Buydown Agreement, Escrow Agreement - Pace Program and Community Pace Interest Buydown Authorization with the Bank of ND and JP Development LLP.
2. Certificate of Completion with Grove Enclave, LLC (Tax Increment District 2021-03 Project).
3. 2nd reading, waive reading and final adoption of an Ordinance Amending Sections 8-0801, 8-0802, 8-0803, 8-0804, 8-0805, 8-0806, 8-0807, and 8-0808, of Article 8-08, of Chapter 8, of the Fargo Municipal Code Relating to Crashes and an Ordinance Repealing Section 8-0809, of Article 8-08, of Chapter 8, of the Fargo Municipal Code, Relating to False Reports and an Ordinance Amending Section 1-0305, of Article 1-03, of Chapter 1, Relating to Classification of Ordinance Violations; 1st reading, 10/13/25.

4. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to the Traffic Code; 1st reading, 10/13/25.
5. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 25-1507 (A) of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages; 1st reading, 10/13/25.
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, 10/13/25.
7. Settlement Agreement between City of Fargo and Newman Signs, Inc.
8. Applications for Games of Chance.
9. Right of Way Use Agreement with Bison Run Rentals, LLC for 1102 and 1110 17th Street North.
10. Final Balancing Change Order No. 4 in the amount of \$17,999.00 for Project No. NR-24-B2.
11. Final Balancing Change Order No. 1 in the amount of \$0.00 for Project No. NR-24-B3.
12. Change Order No. 2 in the amount of \$107,151.00 and a 14-day time extension to the Substantial and Final Completion Dates 10/17/25 and 11/3/25 for Project No. SR-25-B1.
13. Change Order No. 5 in the amount of \$2,652.00 for Project No. TN-24-A1.
14. Negative Final Balancing Change Order No. 2 in the amount of -\$417.40 for Project No. UR-25-D1.
15. Bid award to Earthwork Services Inc. in the amount of \$1,168,127.05 for Project No. SN-25-B1.
16. Bid advertisement for Project No. BR-27-E.
17. Change Order No. 6 in the amount of \$86,744.00 for Improvement District No. BN-23-F1.
18. Change Order No. 2 in the amount of \$39,010.56 for Improvement District No. BN-25-C1.
19. Change Order No. 2 in the amount of \$23,514.55 for Improvement District No. BN-25-E1.
20. Change Order No. 1 in the amount of \$2,146.84 and a time extension to the Substantial and Final Completion Dates of 11/7/25 and 5/1/26 for Improvement District No. BR-25-A1.
21. Change Order No. 1 in the amount of \$5,580.85 for Improvement District No. PN-25-A1.
22. Bid award to Northern Improvement Co. in the amount of \$3,498,999.45 for Improvement District No. BR-26-A1.
23. Resolution Authorizing the Issuance of Not to Exceed \$58 million City of Fargo Refunding Improvement Bonds, Series 2025D, Prescribing the Terms and Covenants Thereof, and Creating a Fund for the Payment Thereof and Resolution Creating the Funds of Improvement Districts, Providing for and Appropriating Special Assessments for Support

and Maintenance of Said Funds, and Authorizing Issuance of not exceeding \$58 million Improvement Warrants (Series 2025D) Thereon.

24. Items from the FAHR meeting:
 - a. Receive and file General Fund - Budget to Actual through 9/30/25.
 - b. Receive and file General Fund - 2025 Year End Projections through 9/30/25.
 - c. Second Amendment to Lease Agreement with Northland Hospitality, LLC and related budget adjustment in the amount of \$8,879.00.
 - d. Workforce Safety and Insurance (WSI) Grant award in the amount of \$10,089.95.
 - e. Licensed Addiction Counselor position for Fargo Cass Public Health and related budget adjustment.
 - f. Enrollment Specialist position for Fargo Cass Public Health and related budget adjustment.
 - g. Bid award to Catalis in the amount of \$333,430.00 for the replacement of the Computer Assisted Mass Appraisal system (RFP25088).
25. Notice of Grant Award from the ND Department of Health and Human Services for Food Sufficiency, Safe Sleep/Breastfeeding (CFDA #93.994).
26. Notice of Grant Award Amendment from the ND Department of Health and Human Services for Title X Planning Program (CFDA #93.217).
27. Notice of Grant Award from the ND Department of Health and Human Services for Expanding Access for Community-Based Cancer Prevention (CFDA #93.991).
28. End User Agreement for Employment Credit Reports with Eide Bailly LLP.
29. Amendment to the Findings of Fact, Conclusions and Order for property located at 1202-1204 1st Avenue South and 103, 105, 105 1/2 12th Street South.
30. Resolution Approving Plat of Buchholz Industrial Addition.
31. Resolution Approving Plat of Laverne's Sixth Addition.
32. Receive and file the 2025 Downtown Fargo Parking Study and authorize staff to publish the Request for Proposals (RFP) for Parking Operator Services, pending final City Attorney review.
33. Memorandum of Understanding with Bell Bank for access to their exterior surveillance cameras to supplement the FLOCK cameras.
34. Change Order No. 2 in the amount of \$0.00 for the GTC Deck Overlay Project.
35. Bid award and Contract Agreement with Metropolitan Mechanical Contractors, Inc. in the amount of \$103,975.00 for the RO CIP Hot Water Project (RFP25250).
36. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

37. **PUBLIC HEARING** - Application for a transfer of a Class "Z" Alcoholic Beverage License from JTS Corp d/b/a Frank's Lounge to Frank's Bar LLC d/b/a Frank's Lounge to be located at 2640 52nd Avenue South.

38. **PUBLIC HEARING** - Application for a Class "B-Annexation" Alcoholic Beverage License for Northdale Oil, Inc. d/b/a Sisters Beer Wine & Spirits to be located at 4300 County Road 81 North.
39. **PUBLIC HEARING** - Application for a Class "C" Alcoholic Beverage License for DALA, LLC d/b/a The 1889 located at 602 Main Avenue.
40. **PUBLIC HEARING – CONTINUE to 11/10/25** - EOLA Second Addition and on the proposed J & O 45th Street Apartments Addition (4417 and 4477 26th Avenue South, and 4410, 4448, 4470 and 4474 24th Avenue South, and 4415 and 4471 24th Avenue South); approval recommended by the Planning Commission on 5/6/25; continued from the 10/13/25 Regular Meeting:
 - a. PUD, Planned Unit Development Master Land Use Plan Amendment.
 - b. Zoning Change from GC, General Commercial with a PUD, Planned Unit Development Overlay to GC, General Commercial with an amended PUD, Planned Unit Development Overlay.
 - c. Zoning Change from GC, General Commercial with a PUD, Planned Unit Development Overlay to GC, General Commercial with a C-O, Conditional Overlay and removal from the PUD, Planned Unit Development Master Land Use Plan.
 - d. 1st reading of rezoning Ordinance (EOLA Second Addition and on the proposed J & O 45th Street Apartments Addition).
 - e. 1st reading of rezoning Ordinance (EOLA Addition).
 - f. Plat of J & O 45th Street Apartments Addition.
41. **PUBLIC HEARING** - Plat of Northern Pacific Third Addition (13, 15, 21 and 23 Broadway North, and 512 and 508 Northern Pacific Avenue); approval recommended by the Planning Commission on 8/5/25.
42. **PUBLIC HEARING** – Annexation of 72.96 acres, more or less located in a part of the Southwest Quarter and part of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota.
 - a. 1st reading of annexation Ordinance.
43. **PUBLIC HEARING** - Selkirk Place Fourth Addition (3276 67th Avenue South, 7273 25th Street South, 6987 Golden Valley Parkway South, and 3423, 3539 and 3699 76th Avenue South); approval recommended by the Planning Commission on 8/5/25:
 - a. Zoning Change from AG, Agricultural and GC, General Commercial to AG, Agricultural, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential and P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Selkirk Place Fourth Addition.
44. Recommendation to approve the relocation of the Resource and Recovery Center to 2001 1st Avenue North.
 - a. Lease Agreement with Bullinger Enterprises, LLLP.
 - b. Fiscal Sponsorship Agreement and Administrative Fee Agreement with Fargo-Moorhead Area Foundation.
45. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. David Slack and Debra Potter Slack (5 years).
 - b. Andrew and Rebecca Bakke (5 years).

- c. Moose Dixon, LLC (5 years).
 - d. Daren and Brandy Bakke (5 years).
 - e. Seth Morken (5 years).
 - f. Rebekah Jensen (5 years).
46. Recommendation for appointment to the Housing and Redevelopment Authority.
47. Liaison Commissioner Assignment Updates.
48. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

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

Minutes are available on the City of Fargo web site at FargoND.gov/CityCommission.

MEMORANDUM

37

TO: City Commission

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – Frank's Lounge

DATE: October 15, 2025

The following application for a liquor license was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: Z – full alcohol no food sales required
Business Name: Frank's Lounge
Location: 2640 52nd Ave South
Applicants: Warren Schatz, David Grueneith,

This application is for the transfer of a Class Z liquor license from JTS Corp d/b/a Frank's Lounge to Frank's Bar LLC d/b/a Frank's Lounge.

The business is currently in operation with a Class Z license, This is a transfer of a going concern.

Nothing of concern was discovered in the background check. The background check was approved by the Police Chief. Staff & Liquor Control recommend approval of the issuance of a Class Z alcoholic beverage license to Frank's Lounge. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the transfer of a Class Z alcoholic beverage license from JTS Corp d/b/a Frank's Lounge to Frank's Bar LLC d/b/a Frank's Lounge.



FARGO POLICE DEPARTMENT

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

NEIGHBORHOOD SERVICES DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Jacob Maahs

Date: 09.30.2025

RE: Alcoholic Beverage License Transfer Background Check – Frank's Lounge

License Transfer Background Check:

Frank's Bar LLC d/b/a Frank's Lounge, Located at 2640 52nd Ave S, Suite A, Fargo, ND 58104.

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' public record criminal backgrounds.
The following information was discovered through this investigation:

Erickson, David (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 history.

Credit History -

A credit report was completed. No bankruptcies, liens, judgments, or current past due accounts were found.

Schatz, Warren (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:

- [Disclosed] – On September 26, 2023, Warren Kenneth Schatz pled guilty in Cass County District Court, ND, to Speeding in a Construction Zone (Administrative Traffic). He was convicted on October 3, 2023, and fined \$96 (paid in full).

Credit History -

A credit report was completed. No bankruptcies, liens, judgments, or current past due accounts were found.

Grueneich, David (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:

- [Not disclosed in application] – On May 16, 2011, David Grueneich pled guilty in Cass County District Court, ND to Driving or Operating a Vehicle Under the Influence of Liquor or Drugs (Class B Misdemeanor) for an offense committed on February 4, 2011. He was sentenced to 30 days in jail, all suspended, placed on 360 days of unsupervised probation, ordered to complete a chemical dependency evaluation, and fined \$650, which was paid in full.
- [Disclosed] – David Grueneich reported in his application packet a November 2023 DUI conviction in Gilbert, AZ ("Guilty – 30 day suspension"). Although, I was unable to verify this violation through a public records search in Arizona.
- I attempted to contact David by phone but was unable to reach him. My review found no new felony or alcohol-related offenses since his last application approval.

Credit History -

A credit report was completed. No bankruptcies, liens, judgments, or current past due accounts were found.

Business Location

Frank's Lounge is located at 2640 52nd Ave S, Suite A, in Fargo, ND. Other businesses in the area with alcoholic beverage licenses include, Plaza Azteca Mexican Restaurant (5081 Charles Way S), and CJ's Tavern (1500 East Rose Creek Pkwy S).

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.

Fargo Police Department

OCT 08 2025

Travis Moser

Captain

REF: Asst. Chief Stef. Nowicz

RECEIVED
FARGO POLICE DEPARTMENT

OCT 13 2025

TRAVIS STEFONOWICZ
ASSISTANT CHIEF OF POLICE

TRANSFER Application for an Alcoholic Beverage License

Legal Company Name: Franks Bar, LLC

(Must match State of North Dakota registration name)

DBA Name: Frank's Lounge

License Transferred From: Jeff Thomas or JTS corp

****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 X No

Business location address: 2640 5th Avenue S Fargo, ND 58104

Mailing address: ~~2640 5th Ave~~ 3640 Hankum Dr. E. West Fargo, ND 58078

Business E-mail address: warrens@24fitnessllc.com

Local Manager E-mail address: dericksonbulldogtap.com

Best Contact Phone number: (701) 866-4842

Anticipated Date of Opening: 11/1/25

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: 9/18/25 Class of License: Z

Investigations Fee Paid (\$250) X Yes No Date Paid: 9/18/25 Check/CC #

Police Department review completed by: Date:

(Attached recommendation report):

 Approval Recommendation

 Denial Recommendation

Chief of Police

Date

City Auditors Office

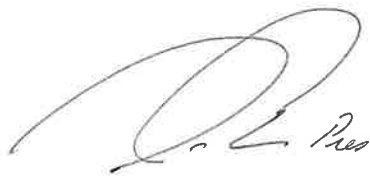
Attn: Steve Sprague

225 4th St N

Fargo, ND 58102

Mr. Sprague this letter is to inform you that I have entered into a Letter of Intent to sell the JTS Corp Class Z License and operation to a yet to be named Entity owned by Dave Erickson, Warren Schatz, Dave Grueneich, Matt Olson and Steve Olson.

The goal is to have this transaction completed by November 1, 2025.

A handwritten signature in black ink, appearing to read "J. Thomas Pres".

9-17-25

Jeff Thomas

President of JTS Corp

MEMORANDUM

(38)

TO: City Commission

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – Sisters Beer Wine & Spirits

DATE: October 15, 2025

The following application for a liquor license was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: B-Annexation – Off Sale
Business Name: Sisters Beer Wine & Spirits
Location: 4300 County Rd 81 N
Applicants: Scott Reck, Marylee Reck Alayna Brown

This application is for the issuance of a Class B-Annexation liquor license to Northdale Oil Inc. d/b/a Sisters Beer Wine & Spirits.

Nothing of concern was discovered in the background check. The background check was approved by the Police Chief. Staff & Liquor Control recommend approval of the issuance of a Class B Annexation alcoholic beverage license to Sisters Beer Wine & Spirits. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class B Annexation alcoholic beverage license to Sisters Beer Wine & Spirits.



FARGO POLICE DEPARTMENT

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

NEIGHBORHOOD SERVICES DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Nick Kjonaas

Date: 10.8.2025

RE: Alcoholic Beverage License Application, Class "B", Sisters Beer Wine & Spirits

Application for a class "B" Alcoholic Beverage License from

Northdale Oil, INC d/b/a Sisters Beer Wine & Spirits, Located at 4300 County RD 81 N, Fargo, ND 58102.

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:

Scott Reck

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 convictions for Load Firearm in a Motor Vehicle (Pembina County 11/9/2010), Failure to Possess Game Stamp (Pembina County 11/22/2013), Speeding 11-15 Over (Grand Forks County 6/27/2023), Speeding 16-20 Over (Cass County 4/24/2024). New World, Driver's License, ND Court, MN Courts

Credit History -

Scott Reck's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Marylee Reck

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 history although Marylee did disclose one speeding citation in Grand Forks County that did not show during the background check. New World, Driver's License, ND Court, MN Courts

Credit History - Marylee Reck's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Alayna Brown

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 history. Alayna did disclose one speeding (65 in a 60) citation from 11/22/2024 in Koochiching County MN but this was not shown in the Minnesota Public Records search. New World, Driver's License, ND Court, MN Courts

Credit History - Alayna Brown'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 B alcoholic beverage license (Authorizes the licensee to sell off sale only) for Northdale Oil Inc. d/b/a Sisters Beer Wine & Spirits.

Business Location

Sisters Beer Wine & Spirits is located at 4300 County RD. 81 N., Fargo, ND 58102. Other businesses in the area with alcoholic beverage licenses are Buffalo Wild Wings, Labby's Bar and Grill, and Applebees Grill and Bar.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.

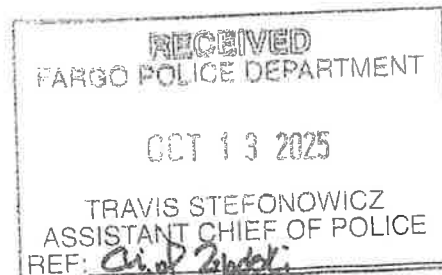
RECEIVED
Fargo Police Department

OCT 08 2025

Travis Moser
Captain

REF:

Asst Chief Stefania



NEW APPLICATION for an Alcoholic Beverage License

Legal Company Name: NORTHDALE OIL INC

(Must match State of North Dakota registration name)

DBA Name: SISTERS BEER WINE + SPIRITS

Is the establishment applying for (or has) a food license under the same name? Yes ☒ No ☐

Business location address: 4300 COUNTY RD 81 N, FARGO, 58102

Mailing address: 3000 HEARTLAND DR, GRAND FORKS, 58201

Business E-mail address: tracie@northdaleoil.com

Local Manager E-mail address: alayna@northdaleoil.com

Best Contact Phone number: (701) 757-0468

Anticipated Date of Opening: FALL 2025 / SPRING 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: 8/25/25

Investigations Fee Paid (\$250) ☒ Yes ☐ No

Class of License: B-AMMEXATION
Date Paid: 8/25/25 **Check/CC #** 7198 Nices

Police Department review completed by: _____ **Date:** _____

(Attached recommendation report):

_____ **Approval Recommendation**

_____ **Denial Recommendation**

Chief of Police

Date

MEMORANDUM

TO: City Commission

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – The 1889

DATE: October 15, 2025

The following application for a liquor license was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: C – beer only no food sales required (Currently have a W)
Business Name: The 1889
Location: 602 Main
Applicants: Addison Hovland, Bonita Iversen, Lana Feeley

This application is for the issuance of a Class C liquor license to DALA, LLC d/b/a The 1889.

The business is currently in operation with a W wine license, the C beer license is being added to the W

Nothing of concern was discovered in the background check. The background check was approved by the Police Chief. Staff & Liquor Control recommend approval of the issuance of a Class C alcoholic beverage license to The 1889. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class C alcoholic beverage license to The 1889.



FARGO POLICE DEPARTMENT

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

NEIGHBORHOOD SERVICES DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Nick Kjonaas

Date: 10.7.2025

RE: Alcoholic Beverage License Application, Class "C", The 1889

Application for a class "C" Alcoholic Beverage License from
DALA, LLC d/b/a The 1889, Located at 602 Main Ave, Fargo, ND 58103.

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:

Addison Hovland

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 history. New World, Driver's License, ND Court, MN Courts

Credit History -

Addison Hovland's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Bonita Iversen

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 history. New World, Driver's License, ND Court, MN Courts

Credit History -

Bonita Iversen's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Lana Feeley

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 history. New World, Driver's License, ND Court, MN Courts

Credit History -

Lana Feeley's credit history was reviewed. There is currently one Bank of America credit account past due by two months in the amount of \$103.00. No bankruptcy history was noted.

Investigation Notes

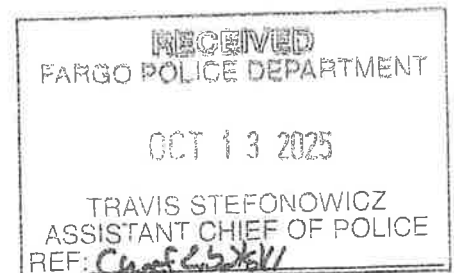
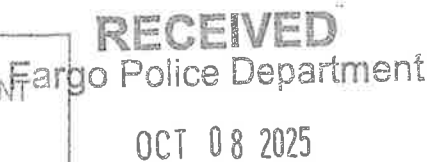
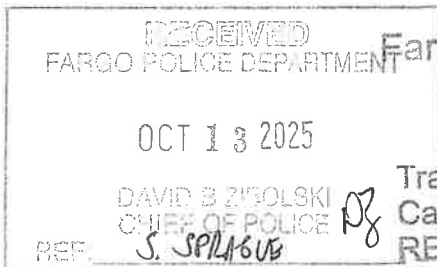
This application is for a class C alcoholic beverage license (Authorizes the licensee to sell beer on sale only) for DALA d/b/a The 1889

Business Location

1889 is located at 602 Main Ave, Fargo, ND 58102. Other businesses in the area with alcoholic beverage licenses are Rhombus Guys, Pounds, No Bull Smokehouse.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



+ REC. APPROVAL

NEW APPLICATION for an Alcoholic Beverage License

Legal Company Name: DALA, LLC

(Must match State of North Dakota registration name)

DBA Name: The 1889

Is the establishment applying for (or has) a food license under the same name? Yes _____ No X

Business location address: 602 Main Ave, Fargo, ND 58042

Mailing address: 8865 40th Ave N, Harwood, ND 58042

Business E-mail address: info@the1889fargo.com

Local Manager E-mail address: info@the1889fargo.com

Best Contact Phone number: (701) 809.5040

Anticipated Date of Opening: Currently Open

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: 9/9/25

Class of License: C *-Beer* *Currently Have W*

Investigations Fee Paid (\$250) ☒ Yes _____ No _____ Date Paid: _____ Check/CC # 1310

Police Department review completed by: _____ Date: _____

(Attached recommendation report):

_____ Approval Recommendation

_____ Denial Recommendation

Chief of Police

Date

(41)

City of Fargo Staff Report			
Title:	Northern Pacific Third Addition	Date:	7/30/2025
		Update:	10/23/2025
Location:	13, 15, 21, and 23 Broadway North, and 512 and 508 Northern Pacific Avenue	Staff Contact:	Luke Morman, Planner
Legal Description:	Lots 4-13, Block A4, Northern Pacific Second Addition, and a portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West.		
Owner(s)/Applicant:	Buck Properties II, LLP, Patrick Vesey, 23 Broadway, LLC/Houston Engineering	Engineer:	Houston Engineering
Entitlements Requested:	Major Subdivision (a replat of Lots 4-13, and a vacation of the alley, all in Block A4, Northern Pacific Second Addition, and a plat of a portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: October 27 th , 2025		

Existing	Proposed
Land Use: Mixed use and parking lot	Land Use: Unchanged
Zoning: DMU, Downtown Mixed-Use	Zoning: Unchanged
Uses Allowed: DMU, Downtown Mixed-Use, 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, basic utilities, adult establishments, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, and certain telecommunication facilities.	Uses Allowed: Unchanged
Maximum Lot Coverage Allowed: 100%	Maximum Density Allowed: Unchanged

Proposal:
The applicant requests one entitlement: 1. A major subdivision, entitled Northern Pacific Third Addition, a replat of Lots 4-13, and a vacation of the alley, all in Block A4, Northern Pacific Second Addition, and a plat of a portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West, to the 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: Across Northern Pacific Ave N, DMU, Downtown Mixed-Use with office. • East: DMU, Downtown Mixed-Use with the Ground Transportation Center and parking lot. • South: BNSF railroad. • West: Across Broadway North, DMU, Downtown Mixed-Use with commercial.

Area Plans: Fargo's Growth Plan 2024 designates the place type of the subject property as Downtown / Core. The Downtown InFocus plan identifies the property for mixed-use. The current zoning is DMU, Downtown Mixed-Use, which matches this place type designation.
Context: Schools: The subject property is within the Fargo School District and is served by Horace Mann / Roosevelt Elementary, Ben Franklin Middle, and North High schools. Neighborhood: The subject property is located within the Downtown Neighborhood. Parks: Ole Tangen Park, Broadway Square, and Great Northern Park are within ½ mile of the subject property. Broadway Square includes amenities of outdoor skating rink, picnic tables, restrooms, and warming houses. Great Northern Park includes amenities of picnic tables and stages-amphitheater. Pedestrian / Bicycle: Separated bike lane facilities on NP Avenue North exist between University Drive and 8th Street North, are under construction at the 600 block, and will continue east on NP Avenue North with future construction projects. Transit: The subject property is adjacent to the Ground Transportation Center (GTC) for MATBUS. The GTC connects Routes 1, 2, 4, 11, 13, 14, 15, 16, 17, and 18.
Staff Analysis: <u>Major Subdivision</u> The subdivision plat will combine five deed-split lots and an unplatted tract of land into a two lot, one block subdivision entitled Northern Pacific Third Addition. The proposed Lot 1 (23 Broadway N) will remain as a separate lot, while the others will be combined into Lot 2 as shown on the plat. An amenities plan is not required for this entitlement because of the right-of-way vacation, combination of existing lots, and that there is no development proposed on the subject properties at this time. This application is a major subdivision because it includes vacation of right-of-way. <u>Utility Easement</u> The applicant provided an easement for private utilities within the existing alley right-of-way as depicted on the plat. Major Subdivision The LDC stipulates that the following criteria are met before a major plat can be approved 1. 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 existing zoning designation for the development on the subject property is DMU, Downtown Mixed-Use, and will remain. This zone will accommodate the existing development and is consistent with the recently adopted Fargo Growth Plan 2024. 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 comments or inquiries about the project. (Criteria Satisfied) 2. 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 existing zoning designation of DMU, Downtown Mixed-Use, will remain and is consistent with the adopted Fargo Growth Plan 2024. 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.

(Criteria Satisfied)

3. 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.

The City's standard policy is 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)

ROW Vacation Approval Criteria: The City of Fargo does not currently have any adopted regulation dealing with the vacation of rights-of-way. However, city policy dictates that any petitioner wishing to vacate right-of-way must submit a Vacate Application, a one-page form wherein the petitioner provides: a description of the area to be vacated, and signatures of all property owners adjoining the area to be vacated. In addition, the petitioner must submit a vacate plat (a major subdivision). Notwithstanding the Land Development Code's (LDC) silence on the matter, the North Dakota Century Code (N.D.C.C) does address the opening and vacating of roadways in Chapter 24-07 (outside of municipal limits) and Chapter 40-39 (inside municipal limits). To that end, the balance of this report will focus on the specific approval criteria outlined within the N.D.C.C.

N.D.C.C. 40-39-04. Vacation of streets and alleys where sewers, water mains, pipes, and lines located – Conditions. No public grounds, streets, alleys, or parts thereof over, under, or through which have been constructed, lengthwise, any sewers, water mains, gas, or other pipes or telephone, electric, or cable television lines, of the municipality or the municipality's grantees of the right of way thereof, may be vacated unless the sewers, mains, pipes, or lines have been abandoned and are not in use, or unless the grantee consents, thereto, or unless perpetual easements for the maintenance of sewers, water mains, gas, or other pipes, or telephone, electric facilities, whether underground or aboveground, is subject to the continued right of location of such electric facilities in the vacated streets.

This portion of right-of-way does not contain any City utilities such as sewer or water main pipes. The applicant has provided an easement for the private utilities under the existing alley right-of-way. The application has been routed to the appropriate agencies for their review and staff has not received any comments.

(Criteria Satisfied)

N.D.C.C. 40-39-05. Petition for vacation of streets, alleys, or public grounds – Contents – Verification. No public grounds, streets, alleys, or parts thereof within a municipality shall be vacated or discontinued by the governing body except on a petition signed by all of the owners of the property adjoining the plat to be vacated. Such petition shall set forth the facts and reasons for such vacation, shall be accompanied by a plat of such public grounds, streets, or alleys proposed to be vacated, and shall be verified by the oath of at least one petitioner.

In accordance with the requirement of this section, the applicant has submitted a petition signed by all adjacent owners for review and consideration, along with a plat of such public street.

(Criteria Satisfied)

N.D.C.C 40-39-06. Petition filed with city auditor – Notice published – Contents of notice. If the governing body finds that the petition for vacation is in proper form and contains the requisite signatures, and if it deems it expedient to consider such petition, it shall order

the petition to be filed with the city auditor who shall give notice by publication in the official newspaper of the municipality at least once each week for four weeks. The notice shall state that a petition has been filed and the object thereof, and that it will be heard and considered by the governing body or a committee thereof on a certain specified day which shall not be less than thirty days after the first publication of the notice.

Documentation of said action is located within both the Planning project file and Auditor's file.

(Criteria Satisfied)

N.D.C.C. 40-39-07. Hearing on petition – Passage of resolution declaring vacation by governing body. The governing body, or such committee as may be appointed by it, shall investigate and consider the matter set forth in the petition specified in section 40-39-05 and, at the time and place specified in the notice, shall hear the testimony and evidence of persons interested. After hearing the testimony and evidence or upon the report of the committee favoring the granting of the petition, the governing body, by a resolution passed by a two-thirds vote of all its members, may declare the public grounds, streets, alleys, or highway described in the petition vacated upon such terms and conditions as it shall deem just and reasonable.

This action will be taken by the City Commission.

(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed major subdivision plat of **Northern Pacific Third Addition**, a replat of Lots 4-13, and a vacation of the alley, all in Block A4, Northern Pacific Second Addition, and a plat of a portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West, to the City of Fargo, Cass County, North Dakota, as presented; as the proposal complies with the Fargo Growth Plan 2024, Downtown InFocus Plan, Standards of Article 20-06 and 20-0907 of the LDC, all other applicable requirements of the LDC, and North Dakota Century Code Section 40-39."

Planning Commission Recommendation: August 5th, 2025

At the August 5, 2025 Planning Commission hearing, that Commission, by a vote of 10-0 with one Commission member absent, moved to accept the findings and recommendations of staff and recommend approval to the City Commission for the proposed major subdivision plat of **Northern Pacific Third Addition**, a replat of Lots 4-13, and a vacation of the alley, all in Block A4, Northern Pacific Second Addition, and a plat of a portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West, to the City of Fargo, Cass County, North Dakota, as presented; as the proposal complies with the Fargo Growth Plan 2024, Downtown InFocus Plan, Standards of Article 20-06 and 20-0907 of the LDC, all other applicable requirements of the LDC, and North Dakota Century Code Section 40-39.

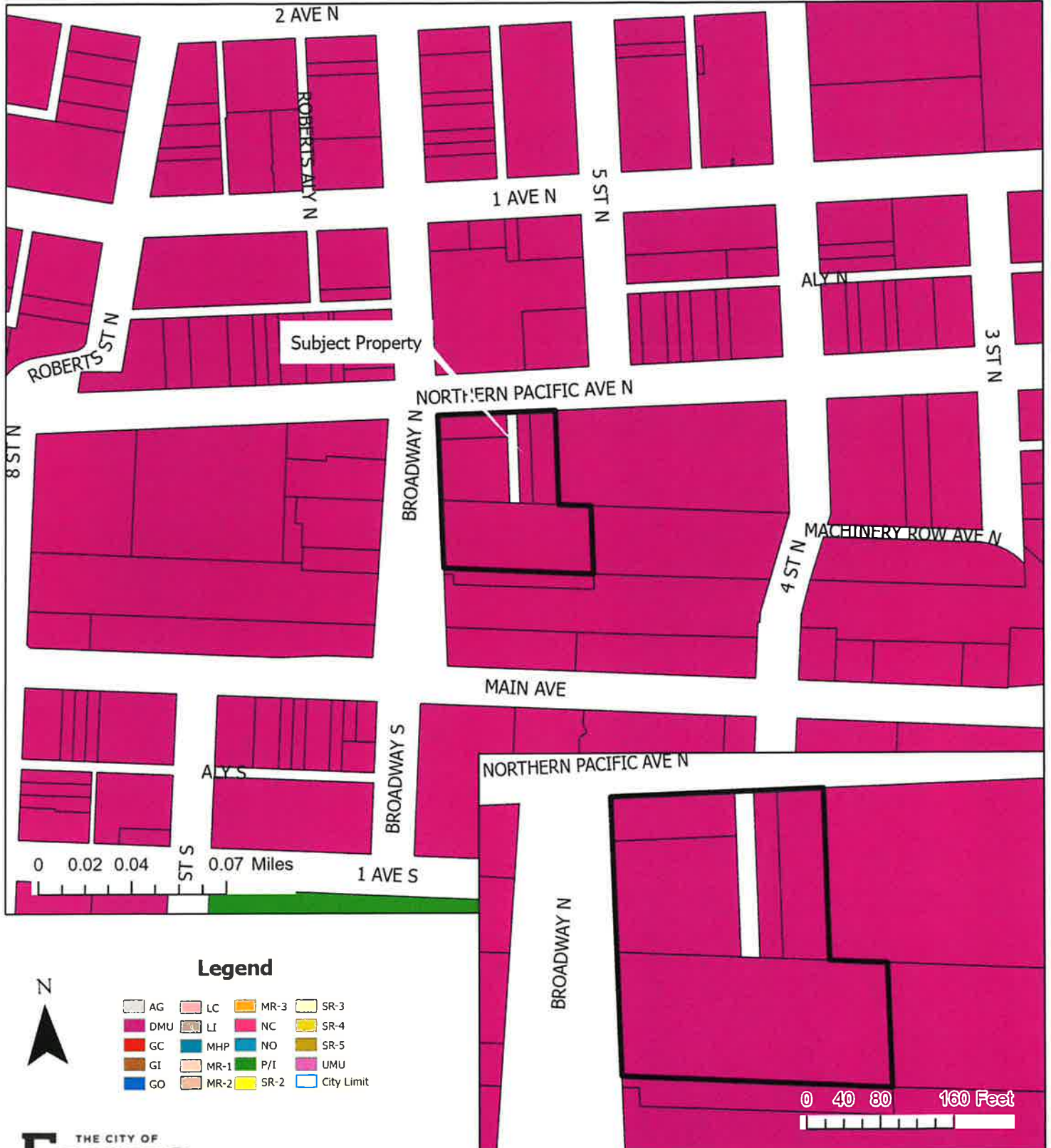
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Major Subdivision & Vacation of Right of Way

13, 15, 21 & 23 Broadway;
512 & 508 NP Avenue

Northern Pacific Third Addition



Fargo Planning Commission
August 5, 2025

Major Subdivision & Vacation of Right of Way

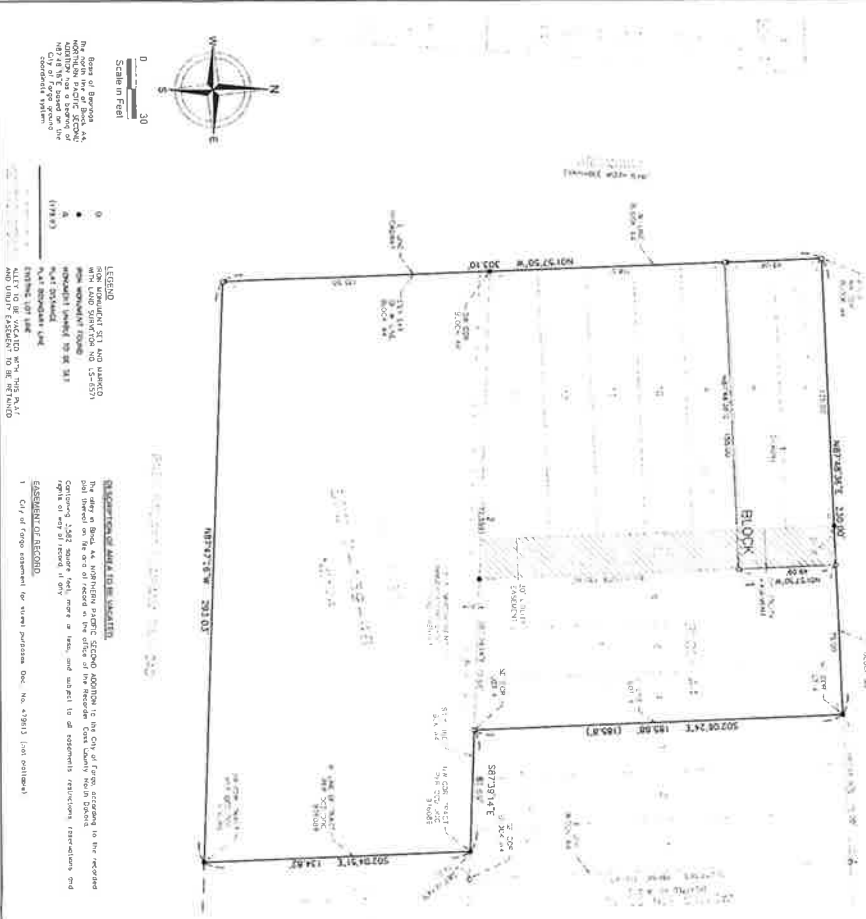
Northern Pacific Third Addition

13, 15, 21 & 23 Broadway;
512 & 508 NP Avenue



Fargo Planning Commission
August 5, 2025

TO THE CITY OF FARGO, A REPLAT OF LOTS 4-13, AND A VACATION OF THE ALLEY, ALL IN BLOCK 44, NORTHERN PACIFIC SECOND ADDITION TO THE CITY OF FARGO, AND A PLAT OF PART OF THE NE1/4 OF SECTION 7, TOWNSHIP 139 NORTH, RANGE 48 WEST, CASS COUNTY, NORTH DAKOTA
(A MAJOR SUBDIVISION)

[illegible]

MEMORANDUM

42

TO: Board of City Commissioners

From: Donald Kress, Current Planning Coordinator

Date: October 23rd, 2025

RE: Annexation by Petition for portions of the Southwest Quarter and of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota

October 27th, 2025, is the date advertised for the presentation to the City Commission of a petition of annexation of portions of the Southwest Quarter and of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota.

The petition for annexation was brought forward by the property owners, James and Kristin Bullis Family LLLP; Kick Properties LLC; City of Fargo; and the Southeast Cass Water Resource District.

This is an owner-initiated annexation. This annexation is by ordinance, pursuant to the process described in North Dakota Century Code Section 40-51.2 (the Municipal Annexation Act of 1969).

Advertisements were placed in The Forum and notices were sent to Stanley Township and Cass County. Staff has not received any form of protest or concerns.

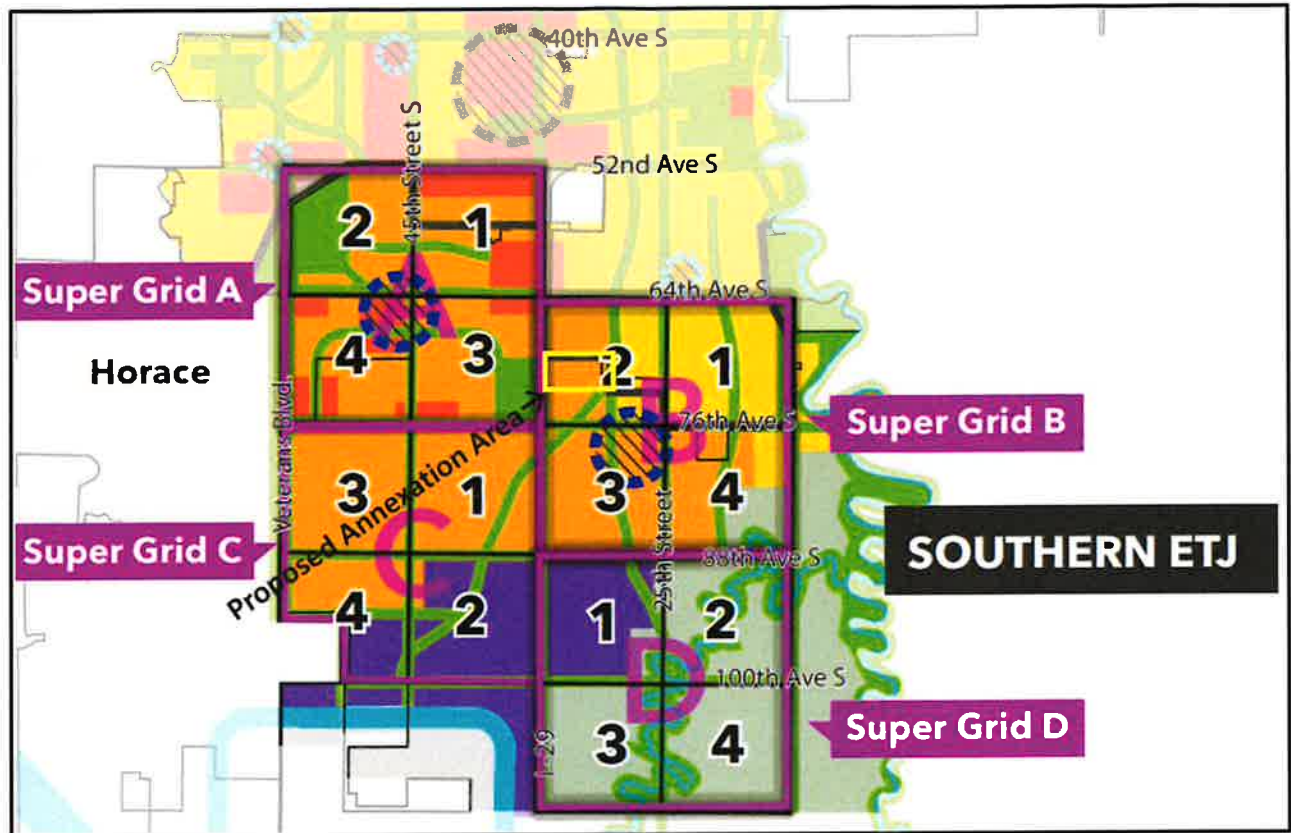
The property is undeveloped. It will be entirely included in the Selkirk Place Fourth Addition.

RECOMMENDED MOTION:

To accept the findings and recommendations of staff and the Planning Commission and hereby waive the requirement to receive the Ordinance one week prior to the first reading and place the annexation Ordinance on the first reading, and move to approve the proposed annexation of portions of the Southwest Quarter and of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota as depicted on the attached plat and legal description.

City of Fargo Staff Report			
Title:	Annexation of portions of the Southwest Quarter and of the Southeast Quarter of Section 11, T138N, R49W	Date: Update:	7/30/2025 10/23/2025
Location:	7273 25th Street South, 6987 Golden Valley Parkway South, and 3423, 3539, and 3699 76th Avenue South	Staff Contact:	Donald Kress, Planning Coordinator
Legal Description:	Portions of the Southwest Quarter and of the Southeast Quarter of Section 11, T138N, R49W, of the 5th Principal Meridian, Cass County, North Dakota		
Owner(s)/Applicant:	James and Kristin Bullis Family LLLP; Kick Properties LLC; City of Fargo; Southeast Cass Water Resource District/ EagleRidge Development	Engineer:	Bolton & Menk
Entitlements Requested:	Annexation by Petition of Owners		
Status:	City Commission Public Hearing: October 27th, 2025		
Proposal:			
The applicant requests one entitlement: 1. Annexation of an approximately 72.96 acre portion of the Southwest Quarter and of the Southeast Quarter of Section 11, T138N, R49W West of the 5th Principal Meridian, 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: AG, Agricultural; undeveloped • East: East: P/I; Cass County Drain 53. East across Drain 53 is P/I; SR-2, Single-Dwelling Residential; MR-1, Multi-Dwelling Residential • South: AG, Agricultural; undeveloped • West: Interstate 29 right of way Staff Analysis: This 72.96 acre property, located between the east edge of the Interstate 29 and the east edge of County Drain 53, is proposed to be annexed is part of a larger proposed subdivision, Selkirk Place Fourth Addition, described in "Concurrent Subdivision And Zone Change" below. This is an owner-initiated annexation. This annexation is by ordinance, pursuant to the process described in North Dakota Century Code Section 40-51.2 (the Municipal Annexation Act of 1969). OWNERSHIP The entire property involved in the annexation is owned by the applicants, James and Kristin Bullis Family LLLP; Kick Properties LLC; City of Fargo; and Southeast Cass Water Resource District. The property is undeveloped. There are no existing residences or businesses in the annexation area. A large part of the annexation area is used for agriculture at this time. PLAN CONSISTENCY The proposed annexation area is adjacent to city limits. and is depicted within Super Grid Number B2 of the Southern ETJ of the Fargo Growth Plan 2024, as shown on the graphic below.			

Streets and city utility lines that will be developed within the proposed annexation area will be contiguous with existing streets and city utility lines.



The future place type designation is "Urban Neighborhood."

Primary uses within this place type are

- small lot single-family detached housing
- duplexes

Secondary uses are

- triplex, and quadplex,
- townhomes up to 10 units per building,
- pockets of multi-family structures,
- places of worship,
- schools,
- daycare centers,
- home offices,
- neighborhood-scale retail and services.

The development proposed by the Selkirk Place Fourth Addition is consistent with this place type.

CONCURRENT SUBDIVISION AND ZONE CHANGE

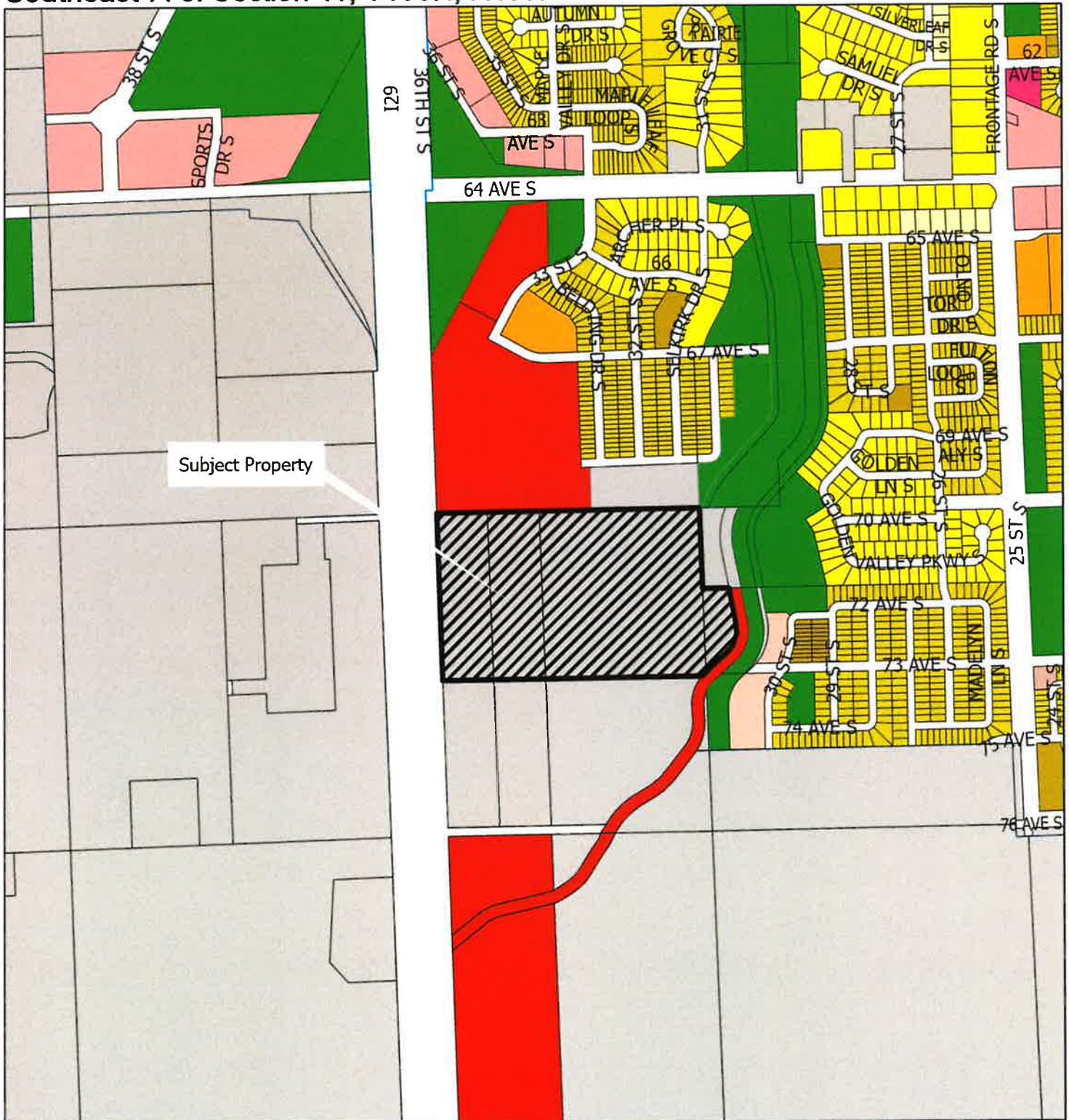
The entire annexation area will be incorporated into the proposed Selkirk Place Fourth Addition, which includes a subdivision and zone change. The subdivision will create 310 lots in 12 blocks, including 300 lots for detached single-dwelling residences; two lots for attached residences (townhomes); and two lots for multi-dwelling residences, and two lots that will remain zoned AG at this time. The staff report for Selkirk Place Fourth Addition provides details. The Selkirk Place Fourth Addition is going through the review and hearing process concurrently with this annexation, and appears as the next item on the October 27th, 2025 City Commission agenda.

PROCESS The Planning Commission evaluated this proposed annexation for consistency with Fargo Growth Plan 2024 at their August 5th, 2025 Planning Commission agenda. A hearing has been scheduled for this annexation at the City Commission concurrently with the final plat and zone change hearing for the Selkirk Place Fourth Addition on the October 27th, 2025 City Commission agenda.
Staff Recommendation: To accept the findings and recommendations of staff and the Planning Commission and hereby waive the requirement to receive the Ordinance one week prior to the first reading and place the annexation Ordinance on the first reading, and move to approve the proposed annexation of portions of the Southwest Quarter and of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota as depicted on the attached plat and legal description.
Planning Commission Recommendation: August 5th, 2025 At the August 5th, 2025, Planning Commission meeting, that Commission, by a vote of 10-0 with one Commissioner absent, found the proposed annexation of portions of the Southwest Quarter and of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota to be consistent with the Fargo Growth Plan 2024.
1. Zoning map 2. Location map 3. Annexation plat 4. Annexation petitions

Annexation

Portions of the Southwest ¼ and Southeast ¼ of Section 11, T138N, R49W

273 25th Street South; 3423, 3539 & 3699 76th Avenue South



Legend

AG	LC	MR-3	SR-3
DMU	LI	NC	SR-4
GC	MHP	NO	SR-5
GI	MR-1	P/I	UMU
GO	MR-2	SR-2	City Limit

Fargo Planning Commission
August 5, 2025

0 0.07 0.15 0.3 Miles

Annexation

Portions of the Southwest ¼ and
Southeast ¼ of Section 11, T138N, R49W

273 25th Street South; 3423, 3539 &
3699 76th Avenue South



Legend

 City Limit

Fargo Planning Commission
August 5, 2025

0 0.07 0.15 0.3 Miles




Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
www.FargoND.gov

PETITION FOR ANNEXATION

To: City of Fargo

The undersigned, being the owner of not less than three-fourths in assessed value of the following described property, hereby petitions the City of Fargo to annex said property pursuant to Section 40-51.2-03 NDCC. The following is a description of the property to be annexed:

The north 1366 feet (72.96 acres, more or less) of the southwest 1/4 of Section 11,
Township 138 North, Range 49 West of the Fifth Principal Meridian to the City of Fargo,
Cass County, North Dakota.

The undersigned further certifies that NCID LLC
Kick Properties LLC C/D
James & Kristen Bullis Family LLLP is the owner of at least three-fourths in assessed value of the property hereinabove described.

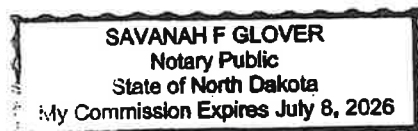
Dated this 5 day of June, in the year 2025

Signature [Signature]

NOTE: James R Bullis is signing as the authorized agent for all three entities listed above.

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

On this 5 day of June, in the year 2025, before me, a notary public in and for said County and State, personally appeared James R. Bullis, who executed to foregoing instrument, and acknowledged to me that he/she executed the same.



[Signature]
Notary Public
Cass County, North Dakota
My Commission Expires: July 8, 2026



Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
www.FargoND.gov

PETITION FOR ANNEXATION

To: City of Fargo

The undersigned, being the owner of not less than three-fourths in assessed value of the following described property, hereby petitions the City of Fargo to annex said property pursuant to Section 40-51.2-03 NDCC. The following is a description of the property to be annexed:

Portion of the South Half of the North Half of the Southeast Quarter, west of County Drain 53, Section
11, Township 138 North, Range 49 West

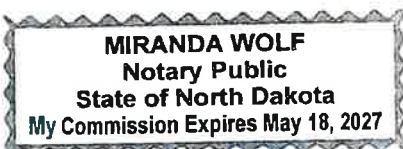
The undersigned further certifies that City of Fargo is the owner of at least three-fourths in assessed value of the property hereinabove described.

Dated this 6th day of October, in the year 2025

Signature 
Mark Williams, zoning administrator

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

On this 6th day of October, in the year 2025, before me, a notary public in and for said County and State, personally appeared Mark Williams, who executed to foregoing instrument, and acknowledged to me that he/she executed the same.




Notary Public
Cass County, North Dakota
My Commission Expires:



Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
www.FargoND.gov

PETITION FOR ANNEXATION

To: City of Fargo

The undersigned, being the owner of not less than three-fourths in assessed value of the following described property, hereby petitions the City of Fargo to annex said property pursuant to Section 40-51.2-03 NDCC. The following is a description of the property to be annexed:

Portions of Cass County Drain No. 53 located in the SE 1/4 of Section 11, T138N, R49W

The undersigned further certifies that SE Cass Water Resource District (WRD) is the owner of at least three-fourths in assessed value of the property hereinabove described.

Dated this _____ day of _____, in the year _____

Signature Keith A. Weston Melissa Hinkemeyer
Keith Weston Chair SE Cass WRD Melissa Hinkemeyer, Secretary, SE Cass WRD

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

On this 8th day of July, in the year 2025, before me, a notary public in and for said County and State, personally appeared Keith Weston & Melissa Hinkemeyer, who executed to foregoing instrument, and acknowledged to me that he/she executed the same.



Elizabeth Smith
Notary Public
Cass County, North Dakota
My Commission Expires:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

42a

AN ORDINANCE ANNEXING A CERTAIN PARCEL OF LAND
LYING IN A PORTION OF THE SOUTHWEST QUARTER AND PART OF THE
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH
RANGE 49 WEST OF THE 5TH PRINCIPAL
MERIDIAN IN CASS COUNTY, NORTH DAKOTA

WHEREAS, A Petition for Annexation has been submitted by the owners of not less than three-fourths in assessed value of the property described in said Petition for Annexation to the City of Fargo, Cass County, North Dakota, in accordance with Section 40-51.2-03 N.D.C.C.; and,

WHEREAS, Public notice of the submission of such Petition has been given by publication in The Forum as required by Section 40-51.2-05 N.D.C.C.; and,

WHEREAS, Said Section 40-51.2-03 N.D.C.C. requires that such annexation be accomplished by ordinance,

NOW, THEREFORE,

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

Section 1. The following described property located as part of the Southwest Quarter and part of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota more particularly described as follows:

Beginning at the Northeast corner of said Southwest Quarter and the existing City of Fargo corporate limits; thence southerly along the East line of said Southwest Quarter and along said existing City of Fargo corporate limits to the South line of the North Half of the North Half of said Southeast Quarter; thence easterly along said South line and along said existing City of Fargo corporate limits to the westerly line of Lot 13, Block 3, MADELYN'S MEADOWS FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, said Cass County; thence southerly along said westerly line and along said existing City of Fargo corporate limits to the southerly line of said Lot 13; thence westerly along the westerly extension of said Lot 13, leaving said City of Fargo corporate limits, to the easterly right of way line of Interstate Highway No. 29; thence northerly along said easterly right of way line, to the North line of said Southwest Quarter and to said existing City of Fargo corporate limits; thence easterly along said North line and said existing City of Fargo corporate limits to the point of beginning.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Said tract contains 72.96 acres, more or less.

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

ATTEST:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor

43

City of Fargo Staff Report			
Title:	Selkirk Place Fourth Addition	Date: Update:	7/30/2025 10/23/2025
Location:	3276 67th Avenue South, 7273 25th Street South, 6987 Golden Valley Parkway South, and 3423, 3539, and 3699 76th Avenue South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Portions of the Northwest Quarter, of Southwest Quarter and of the Southeast Quarter of Section 11, Township 138 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota.		
Owner(s)/Applicant:	NICD, LLC; James and Kristin Bullis Family LLLP; Kick Properties LLC; City of Fargo; Southeast Cass Water Resource District / EagleRidge Development	Engineer:	Bolton & Menk
Entitlements Requested:	Major Subdivision (plat of portions of the Northwest Quarter, of the Southwest Quarter and of the Southeast Quarter of Section 11, Township 138 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota) Zone Change (from AG, Agricultural and GC, General Commercial to AG, Agricultural, 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: October 27 th , 2025		

Existing	Proposed
Land Use: Undeveloped	Land Use: Agricultural, Residential, Public Park, Stormwater Detention, County Drain, Levee
Zoning: AG, Agricultural; GC, General Commercial	Zoning: AG, Agricultural; 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. 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,	Uses Allowed: AG, Agricultural—no change 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, certain telecommunications facilities, and basic utilities; SR-5 Allows detached houses, attached houses and duplexes, daycare centers, parks and open space, religious institutions, safety services,

vehicle repair, limited vehicle service, and some telecommunication facilities.	certain telecommunications facilities, 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 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 Lot Coverage GC—85%	Maximum Density Allowed: AG-- 1 dwelling unit per 10 acres; 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:	
The applicant requests two entitlements: 1. A major subdivision, entitled Selkirk Place Fourth Addition, plat of a of portions of the Northwest Quarter, of the Southwest Quarter, and of the Southeast Quarter of Section 11, Township 138 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota; and 2. A zone change from AG, Agricultural and GC, General Commercial to AG, Agricultural, 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: SR-4 Single-Dwelling Residential; MR-3, Multi-Dwelling Residential with conditional overlay Ord. No. 5442; GC, General Commercial; P/I, Public/Institutional; platted; under development • East: P/I; Cass County Drain 53. East across Drain 53 is P/I; SR-2, Single-Dwelling Residential; MR-1, Multi-Dwelling Residential • South: AG; undeveloped • West: Interstate 29 Right of Way	
Context:	
Schools: The subject property is located within the Fargo School District and is served by Centennial Elementary, Discovery Middle and Davies High schools.	
Neighborhood: The subject property is located within the Davies neighborhood.	

Parks: The project includes a public park, which will be developed at the time of residential development.

Pedestrian / Bicycle: See "TRAIL CONNECTIVITY" below.

Transit/MATBUS: The subject property is not on a MATBUS route.

Growth/Area Plan

Fargo Growth Plan 2024 designates the future place type of the area of the proposed subdivision as "Urban Neighborhood." Primary uses within this place type are

- small lot single-family detached housing
- duplexes

Secondary uses are

- triplex, and quadplex,
- townhomes up to 10 units per building,
- pockets of multi-family structures,
- places of worship,
- schools,
- daycare centers,
- home offices,
- neighborhood-scale retail and services.

The proposed zoning and development for this subdivision is consistent with this place type designation. No other neighborhood or area plan applies to this property.

Staff Analysis

SUBDIVISION AND ZONE CHANGE

The covers 124.22 acres and will create a total of 310 lots, to be zoned as shown in the chart below.

BLOCK	LOTS	ZONING	PROPOSED LAND USE	COMMENT
1	1, 2	AG	Undeveloped with this plat	For future development—see "AG Zoned Lots" below
2	1	MR-3	Multi-Dwelling Residential	With conditional overlay
2	2-20	SR-4	Single-Dwelling Residential (detached)	
3	1-19	SR-4	Single-Dwelling Residential (detached)	
4	1-19	SR-4	Single-Dwelling Residential (detached)	
4	20, 21	SR-5	Single-Dwelling Residential Townhomes (attached)	
5	1-38	SR-4	Single-Dwelling Residential (detached)	
6	1-35	SR-4	Single-Dwelling Residential (detached)	
7	1-32	SR-4	Single-Dwelling Residential (detached)	
8	1-30	SR-4	Single-Dwelling Residential (detached)	
9	1-14 and 16-28	SR-4	Single-Dwelling Residential (detached)	
9	15	P/I	Fargo Park District park	To be conveyed to Fargo Park District
9	29	P/I	Fargo Park District park	To be conveyed to Fargo Park District
9	30	P/I	Drain setback, levee	To be conveyed to SE Cass Water Resource District (WRD)
9	31	P/I	County Drain 53	Owned by SE Cass WRD
10	1-30	SR-4	Single-Dwelling Residential (detached)	
11	1-33	SR-4	Single-Dwelling Residential (detached)	
12	1	MR-3	Multi-Dwelling Residential	With conditional overlay
12	2-19	SR-4	Single-Dwelling Residential (detached)	

SR-4 Zoned Lots The 300 SR-4 zoned lots range in size from 4,800 square feet to over 8,500 square feet. Lot widths range from 40 to 50 feet. The developer intends these lots for detached single dwelling residences. 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.

SR-5 Zoned Lots The lot sizes and maximum number of units for the two SR-5 zoned lots are shown in the chart below. These lots are intended for attached single-dwelling residences. Maximum density in the SR-5 zoned is 14.5 dwelling units per acre.

BLOCK	LOT	AREA	SR-5 DENSITY	MAXIMUM UNITS
4	20	1.66 acres	14.5 dwelling units per acre	24
4	21	2.23 acres	14.5 dwelling units per acre	32

MR-3 Zoned Lots The lot sizes and maximum number of units for the two MR-3 zoned lots are shown in the chart below. These lots are intended for multi-dwelling development. Maximum density in the MR-3 zone is 24 dwelling units per acre.

BLOCK	LOT	AREA	MR-3 DENSITY	MAXIMUM UNITS
2	1	10.39 acres	24 dwelling units per acre	249
12	1	9.09 acres	24 dwelling units per acre	218

Note that use of the bonus density provisions in LDC section 20-0505 would allow a density of 30 dwelling units per acre if the standards of that section are met.

The conditional overlay (C-O) on the MR-3 zoned lots provides development standards consistent with other recently-adopted conditional overlays for MR-3 zoned properties. A copy of the C-O is attached.

P/I Zoned Lots. The four P/I zoned lots are intended for a public park and stormwater detention facility, Cass County Drain 53 and its related setback and levee. These lots will be owned by government entities.

AG Zoned Lots. Lots 1 and 2, Block 1 will be zoned AG: Agricultural. The applicant intends to develop these lots in a future phase, perhaps after the new Land Development Code has been adopted. The applicant will apply to rezone these lots at the time they get developed.

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
33rd Street South	Mixed Use / Commercial Collector	Continues existing street
Diamond Drive South	Residential neighborhood	New street
Bellview Drive South	Residential neighborhood	New street
Belding Drive South	Residential neighborhood	Continues existing street
32 nd Street South	Residential neighborhood	Continues existing street
Selkirk Drive South	Residential neighborhood	Continues existing street
69 th Avenue South	Residential neighborhood	Continues existing street
71 st Avenue South	Residential neighborhood	New street
73 rd Avenue South	Residential Collector	Aligns with 73rd Avenue on east side of Drain 53

NEGATIVE ACCESS EASEMENT: The plat depicts negative access easements (NAE's) along the side yards of the residential lots along 67th, 69th, 71st, and 73rd Avenues South. These NAE's prevent direct access to these lots from those avenues. Small NAE's also are depicted along the local residential streets where the lots widths are narrower than 50 feet. These NAE's are intended to manage driveway widths and locations.

SIDEWALK AND BOULEVARD MAINTENANCE: The property owners of the lots with side yard frontage along 67th, 69th, 71st, and 73rd Avenues South will have some responsibility for sidewalk and boulevard maintenance along those frontages, as described in the amenities plan.

TRAIL CONNECTIVITY: Planning, Engineering, and Park District staff have worked with the applicant to insure effective trail connectivity. Off-street shared use paths are intended for the south sides of 67th and 73rd Avenue south, the east side of 33rd Street South (continuing an existing path), and along the nearby Drain 53. Proposed paths are referred to in the amenities plan.

CONCURRENT ANNEXATION: A portion of the subject property is within the city limits and a portion is within Fargo's four-mile extra-territorial jurisdiction (ETJ). The portion in the ETJ is the subject of an owner-initiated annexation that appeared as the previous item on the October 27, 2025 City Commission agenda.

Zoning

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?

Staff is unaware of any error in the zoning map as it relates to this property. The property is currently zoned AG, Agricultural and GC, General Commercial. The proposed zoning of SR-4, SR-5, and MR-3 with conditional overlay will allow the proposed residential development. The proposed P/I zoning will accommodate the proposed public park as well as County Drain 53 and its related setback and levee. The P/I zoned lots will be owned by government entities. Two large lots will be zoned AG, Agricultural, intended for a future phase of development. **(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. Staff finds no deficiencies in the ability to provide all of the necessary services to the site. Lots in the subdivision will front on dedicated public streets. The necessary rights of way for these streets will be dedicated with the plat. These streets will provide access and public utilities to serve the development. **(Criteria satisfied)**

3. Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?

Staff has no documentation or evidence to suggest that the approval of this zoning change would adversely affect the condition or value of the property in the vicinity. 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 consistent with the recently adopted Fargo Growth Plan 2024. **(Criteria satisfied)**

Subdivision

The LDC stipulates that the following criteria are met before a major plat can be approved:

1. 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 zoning designations for the development on this property are AG, Agricultural; SR-4 and SR-5, Single-Dwelling Residential; MR-3, Multi-Dwelling Residential with conditional overlay; and P/I, Public/Institutional. The SR- and MR-zones will accommodate the proposed residential development.

The proposed P/I zoning will accommodate the proposed public park as well as County Drain 53 and its related setback and levee. Two large lots will be zoned AG, Agricultural, intended for a future phase of development and are consistent with the Fargo Growth Plan 2024. 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 comments or inquiries about the project.

(Criteria Satisfied)

2. 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 proposed zoning designations for the development on this property of AG, Agricultural; SR-4 and SR-5, Single-Dwelling Residential; MR-3, Multi-Dwelling Residential with conditional overlay; and P/I, Public/Institutional are consistent with the Fargo Growth Plan 2024. Development on the two AG-zoned lots will also need to be consistent with this Growth Plan at the time of development. 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. **(Criteria Satisfied)**

3. 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. City staff has developed an amenities plan to define certain aspects of the development, including stormwater, utility connections, and access. This amenities plan has been reviewed and signed by the applicant and reviewed by the Public Works Project Evaluation Committee (PWPEC). **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby waive the requirement to receive the zoning Ordinance one week prior to the first reading and place the zoning Ordinance on the first reading, and move to approve the proposed: 1) zone change from AG, Agricultural and GC, General Commercial to AG, Agricultural, 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 **Selkirk Place Fourth Addition**, a major subdivision, as presented; as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, and Sections 20-0906.F (1-4) and 20-0907 of the LDC, and all other applicable requirements of the LDC."

Planning Commission Recommendation: August 5th, 2025

At the August 5th, 2025 Planning Commission hearing, that Commission, by a vote of 9-1 with one Commissioner absent, moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed: 1) zone change from AG, Agricultural and GC, General Commercial to AG, Agricultural, 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 **Selkirk Place Fourth Addition**, a major subdivision, as presented; as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, and Sections 20-0906.F (1-4) and 20-0907 of the LDC, and all other applicable requirements of the LDC.

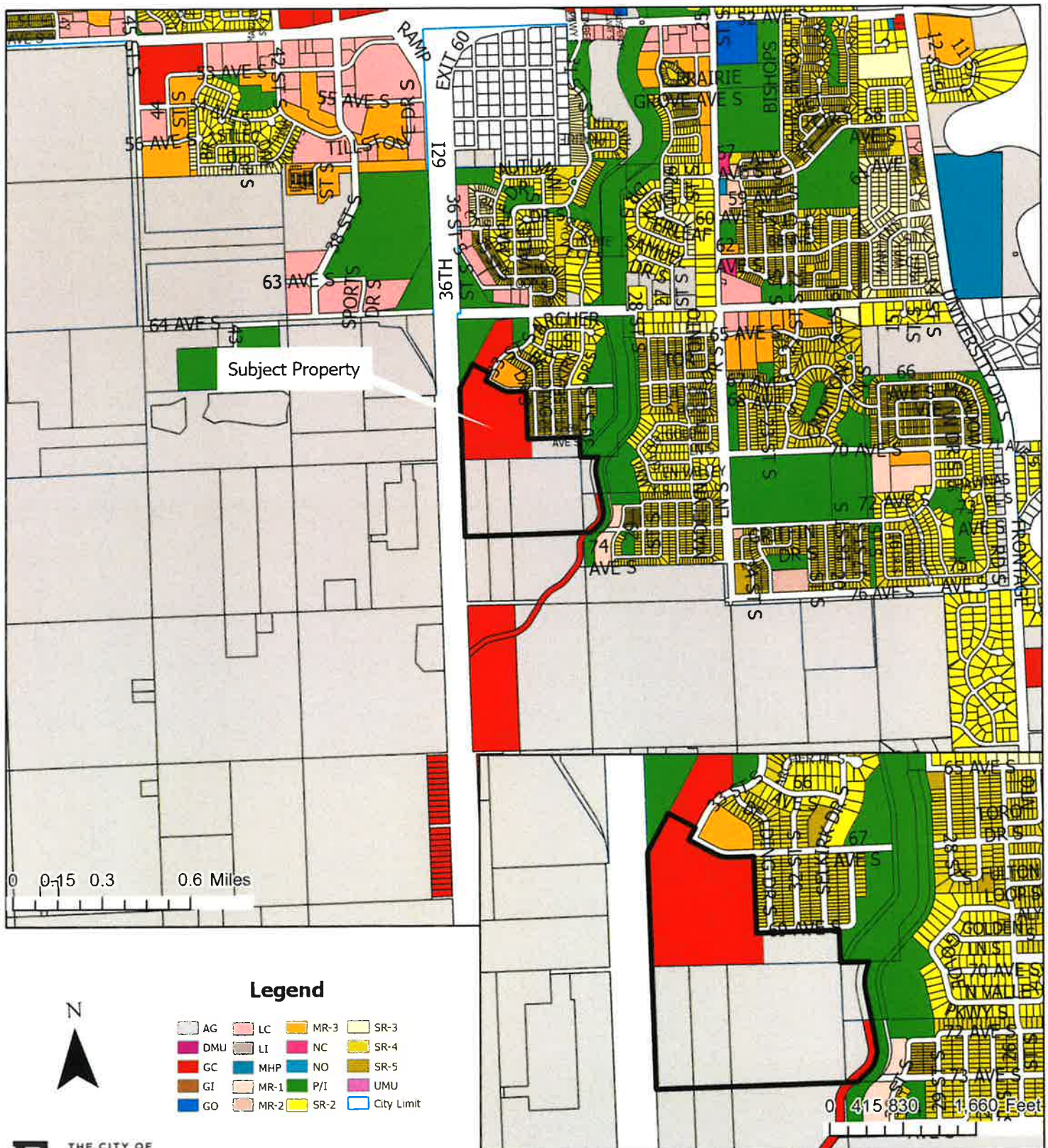
Attachments:

1. Zoning Map
2. Location Map
3. Zoning Exhibit (provided by applicant)
4. Draft Conditional Overlay
5. Preliminary Plat

Major Subdivision and Zone Change from AG, Agricultural and GC, General Commercial to AG, Agricultural, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay; SR-4, Single-Dwelling Residential; SR-5, Single-Dwelling Residential; and P/I, Public/Institutional

Selkirk Place Fourth Addition

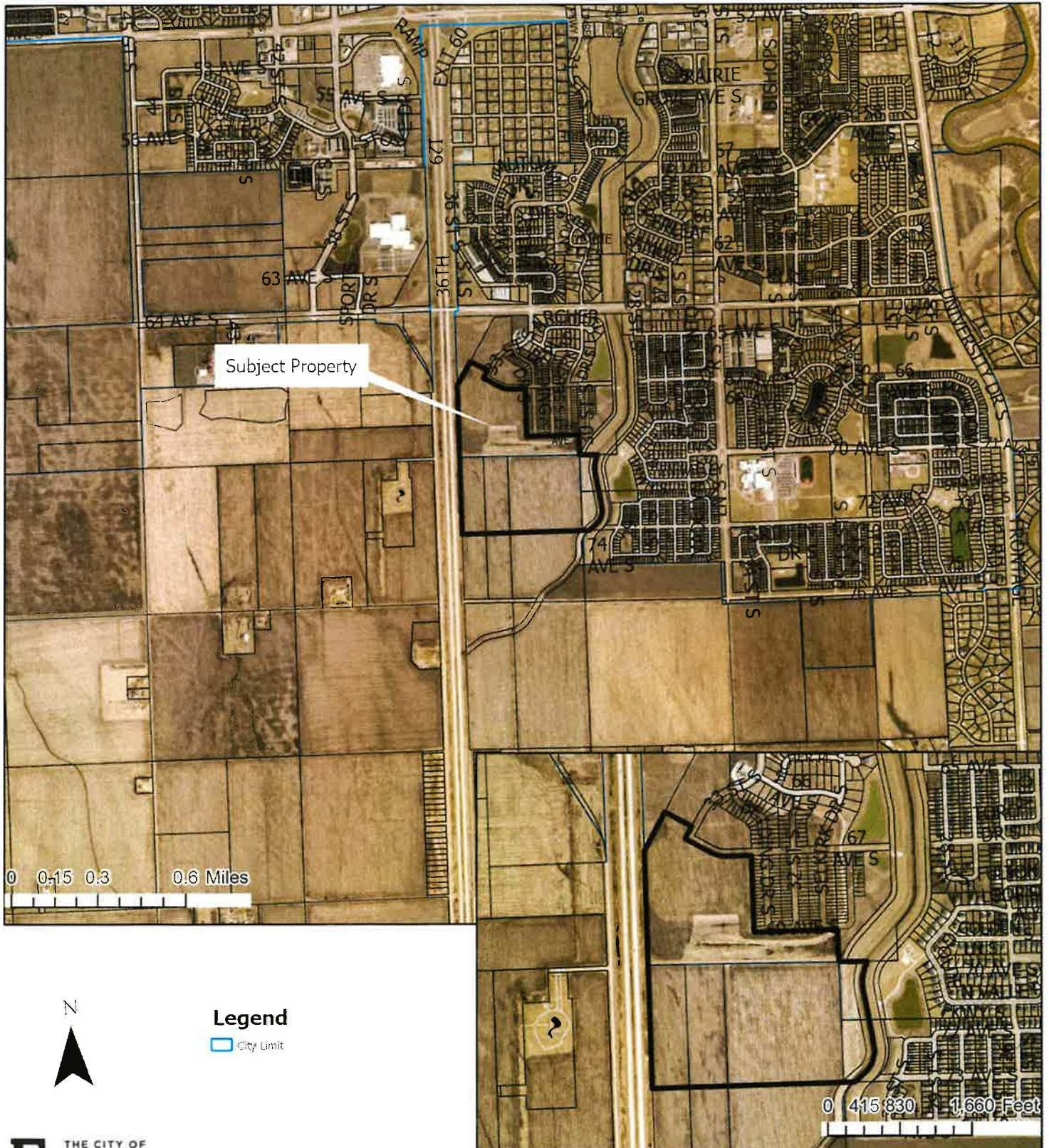
3276 67th Avenue South; 7273 25th Street South; 3423, 3539, and 3699 76th Avenue South; 6987 Golden Valley Parkway South



Major Subdivision and Zone Change from AG, Agricultural and GC, General Commercial to AG, Agricultural, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay; SR-4, Single-Dwelling Residential; SR-5, Single-Dwelling Residential; and P/I, Public/Institutional

Selkirk Place Fourth Addition

3276 67th Avenue South; 7273 25th Street South; 3423, 3539, and 3699 76th Avenue South; 6987 Golden Valley Parkway South



Selkirk 4th Zoning Exhibit

An EagleRidge Community



DRAFT CONDITIONAL OVERLAY SELKIRK PLACE FOURTH ADDITION 10 July 2024

FOR LOT 1, BLOCK 2 and LOT 1, BLOCK 12, ZONED MR-3 WITH CONDITIONAL OVERLAY:

1. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right of way or between building front and private road.
2. Individual accessory buildings shall have a maximum length of 140 feet.
3. The cumulative total building footprint for all accessory buildings shall be a maximum of 45 percent of the primary building coverage.
4. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - a. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the development.
 - b. Parking areas that serve each primary building.
 - c. Any public sidewalk system along the perimeter streets adjacent to the development.
 - d. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, parks, retail shopping centers, and office buildings.

SELKIRK PLACE FOURTH ADDITION

PART OF THE NORTHWEST QUARTER, PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION



SHEET 1 OF 6



Scale: 1" = 100'
Plan of Selkirk Place Fourth Addition

LEGEND

- 1. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 2. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 3. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 4. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 5. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 6. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 7. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 8. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 9. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 10. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 11. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 12. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 13. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 14. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 15. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 16. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 17. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 18. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 19. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota
- 20. 1/4 Section 11, Township 138 North, Range 49 West, Cass County, North Dakota

Public utility easements and adjacent blocks



LOT

AVENUE

Being 10 feet in width and adjoining street right of way

being as shown on the plat, unless otherwise indicated

BENCHMARK

CITY OF FARGO, NORTH DAKOTA
CITY ENGINEER
JAMES M. HARRISON
JAN 11, 2011



BOLTON & MENK

SELKIRK PLACE FOURTH ADDITION

PART OF THE NORTHWEST QUARTER, PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION



Scale: 1" = 100'
Feet
Meters

Legend:
- - - - - Survey Boundary
- - - - - Easement
- - - - - Right of Way
- - - - - Other

Notes:
1. This map was prepared by the Surveyor General of North Dakota.
2. The Surveyor General of North Dakota is not responsible for the accuracy of the information shown on this map.
3. The Surveyor General of North Dakota is not responsible for the accuracy of the information shown on this map.

Public utility easements are shown thus:
- - - - -

Survey Boundary:
- - - - -

Right of Way:
- - - - -

Other:
- - - - -

Legend:
- - - - - Survey Boundary
- - - - - Easement
- - - - - Right of Way
- - - - - Other

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Public utility easements are shown thus:
- - - - -

Survey Boundary:
- - - - -

Right of Way:
- - - - -

Other:
- - - - -

Legend:
- - - - - Survey Boundary
- - - - - Easement
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Public utility easements are shown thus:
- - - - -

Survey Boundary:
- - - - -

Right of Way:
- - - - -

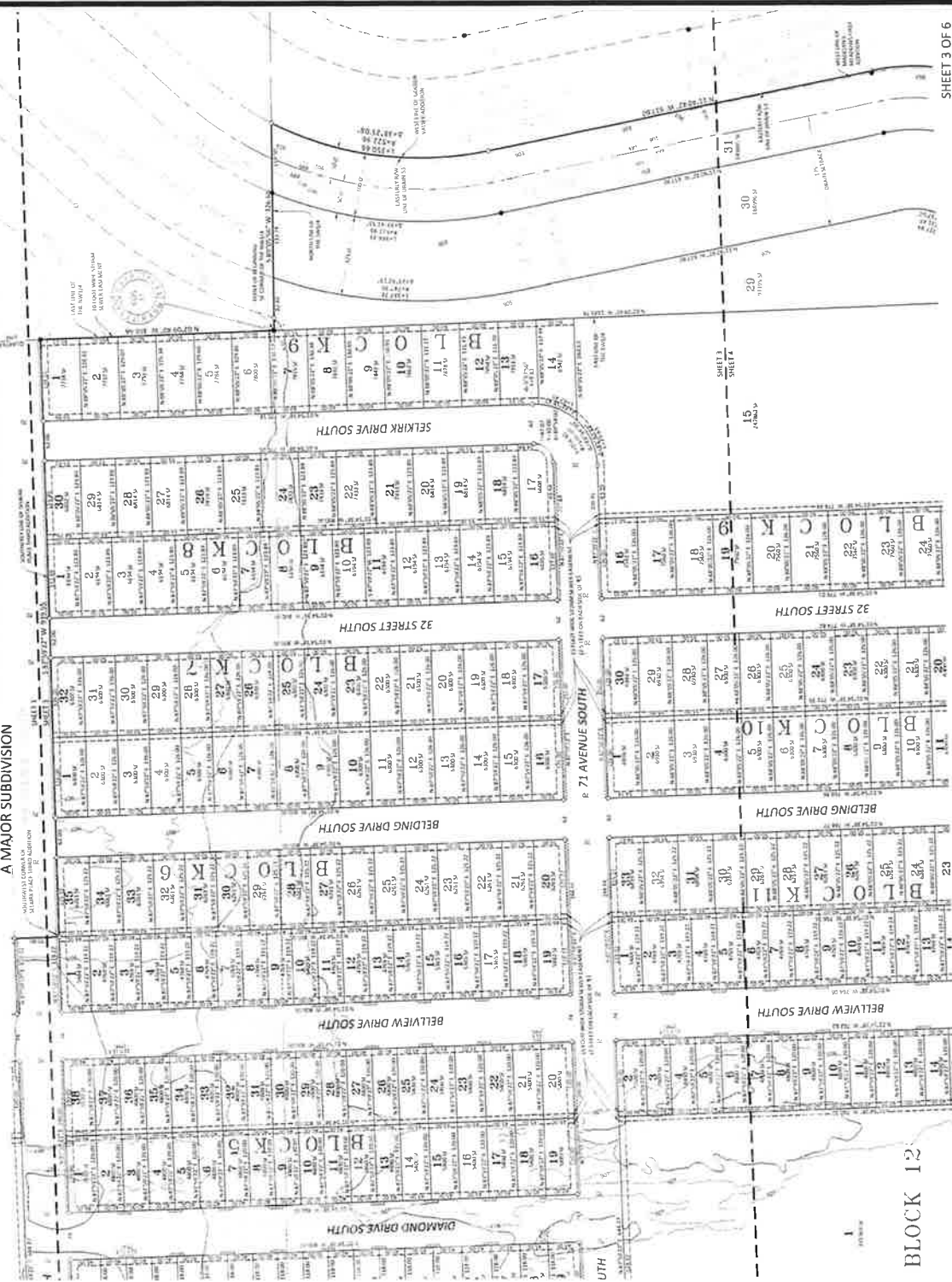


BOLTON & MENK

SELKIRK PLACE FOURTH ADDITION

PART OF THE NORTHWEST QUARTER, PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

A MAJOR SUBDIVISION



SHEET 3 OF 6

BLOCK 12



**BOLTON
& MENK**
FALL 1985

LEGEND

[illegible]

AVENUE

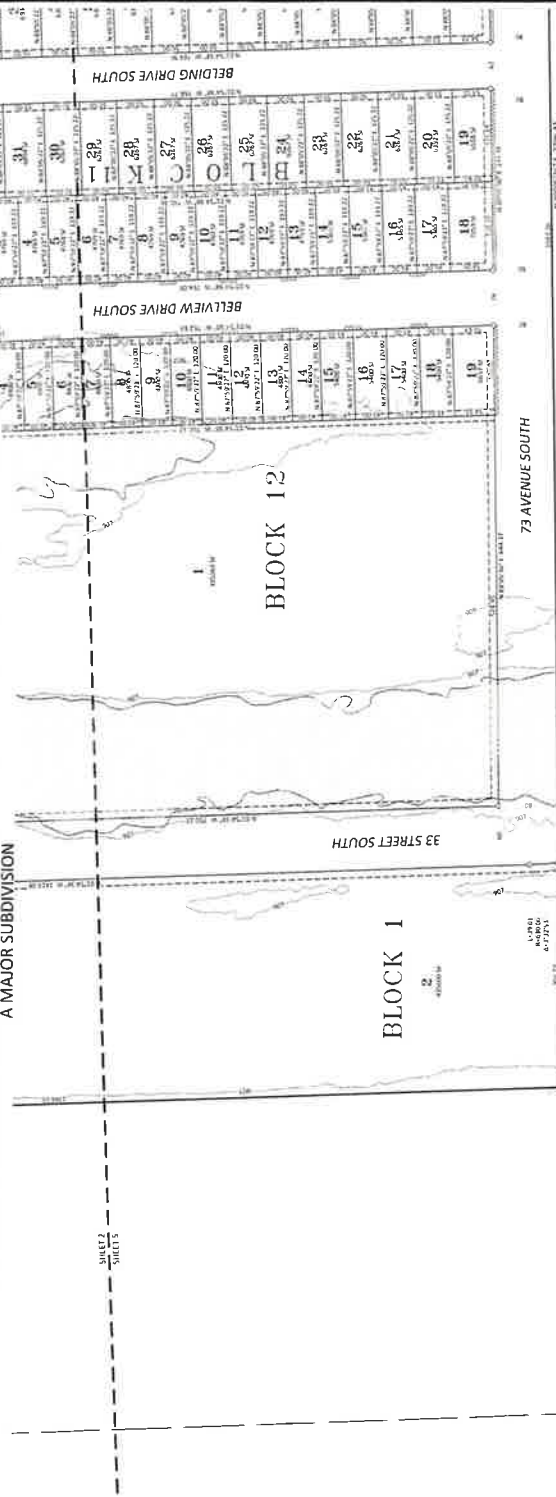
00000000000000000000

LETTER RECALLED THE MARCH 21, 1964, IS-
SUE'S EAST TANGA BOX 1 ON THE MOUNTAIN
LOCATION AT THE MOUNTAIN EAST CORNER OF THE
SOUTH SIDE OF THE ROAD 6411 AVENUE SOUTH



SELKIRK PLACE FOURTH ADDITION

PART OF THE NORTHWEST QUARTER, PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 11,
 TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
 A MAJOR SUBDIVISION



73 AVENUE SOUTH

SHEET 5 OF 6

LEGEND

[illegible]

negative stress component, and not on the plot, is a parameter designated as part of the null hypothesis. If treatment does not affect the mean, the mean is the same for both groups, and the null hypothesis is not rejected. If the mean is different, the null hypothesis is rejected, and the treatment is considered to have a significant effect on the mean.

Public utility expenditures are shown in the

AVANCE

Being 10 feet in width and adjoining street right of way lines as shown on the plat, unless otherwise indicated.

BENCHMARK

CALL FOR A QUOTE TODAY! 1-800-368-7777
 5000 EAST LARGO BOULEVARD, SUITE 100
 LARGO, FL 33044
 WWW.3M.COM



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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

436

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN SELKIRK PLACE FOURTH 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 Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on August 5, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on October 27, 2025,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block Two (2) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "GC", General Commercial, District to "MR-3", Multi-Dwelling Residential, District with a "C-O", Conditional Overlay, District as follows below:

and

Lot One (1), Block Twelve (12)) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "MR-3", Multi-Dwelling Residential, District with a "C-O", Conditional Overlay, District as follows:

1. No accessory buildings shall be allowed between the primary buildings(s) and the front or

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

street side along public right of way or between building front and private road.

2. Individual accessory buildings shall have a maximum length of 140 feet.
3. The cumulative total building footprint for all accessory buildings shall be a maximum of 45 percent of the primary building coverage.
4. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - a. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the development.
 - b. Parking areas that serve each primary building.
 - c. Any public sidewalk system along the perimeter streets adjacent to the development.
 - d. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, parks, retail shopping centers, and office buildings.

Section 2. The following described property:

Lots Two (2) through Twenty (20), Block Two (2); Lots One (1) through Nineteen (19), Block Three (3); Lots One (1) through Eight (8), Block Four (4); Lots One (1) through Eight (8) and Thirty-One (31) through Thirty-Eight (38), Block Five (5) and Lots One (1) through Eight (8), Block Six (6) of Selkirk Place Fourth Addition to the City of Fargo, North Dakota;

Are hereby rezoned from "GC", General Commercial, District to "SR-4", Single-Dwelling Residential, District.

and

Lot Nine (9), Block Four (4); Lots Nine (9) and Thirty (30), Block Five (5); Lots Nine (9)

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

and Twenty-Nine (29) through Thirty-Five (35), Block Six (6) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from “GC”, General Commercial, District and “AG”, Agricultural, District to “SR-4”, Single-Dwelling Residential, District,

and

Lots Ten (10) through Nineteen (19), Block Four (4); Lots Ten (10) through Twenty-Nine (29), Block Five (5); Lots Ten (10) through Twenty-Eight (28), Block Six (6); Lots One (1) through Thirty-Two (32), Block Seven (7); Lots One (1) through Thirty (30), Block Eight (8); Lots One (1) through Fourteen (14) and Sixteen (16) through Twenty-Eight (28), Block Nine (9); Lots One (1) through Thirty (30), Block Ten (10); Lots One (1) through Thirty-Three (33), Block Eleven (11) and Lots Two (2) through Nineteen (19), Block Twelve (12) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from “AG”, Agricultural, District to “SR-4”, Single-Dwelling Residential, District,

Section 3. The following described property:

Lot Twenty (20), Block Four (4) of Selkirk Place Fourth 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 4. The following described property:

Lot Twenty-One (21), Block Four (4) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from “GC”, General Commercial, District and “AG”, Agricultural, District to “SR-5”, Single-Dwelling Residential, District.

Section 5. The following described property:

ORDINANCE NO. _____

are hereby rezoned from “AG”, Agricultural, District to “P/T”, Public and Institutional, District.

is hereby rezoned from “GC”, General Commercial, District to “AG”, Agricultural, District.

is hereby rezoned from “GC”, General Commercial, District and “AG”, Agricultural, District to “AG”, Agricultural, District.

Section 9. This ordinance shall be in full force and effect from and after its passage and approval.

First Reading:
Second Reading:
Final Passage:

4

Erik R. Johnson
Assistant City Attorney - Fargo

(44)

October 23, 2025

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

RE: Resource & Recovery Center ("DEC")—site relocation, proposed lease and proposed fiscal sponsorship agreements

Dear Commissioners,

Enclosed for your consideration and approval is a proposed lease for the building located at 2001 1st Avenue North as well as two agreements with the FM Area Foundation—a fiscal sponsor agreement and a related fee agreement. We would appreciate your consideration to utilize this available building and site as a new home for the Resources & Recovery Center, commonly known as the Downtown Engagement Center.

Assistant City Administrator Brenda Derrig will lead the presentation of this proposal at the City Commission meeting. She has been working with City Administrator Michael Redlinger and with City staff members, exploring possible alternative site locations and assembling the information and resources that may be necessary for a potential relocation of the Resources & Recovery Center from its current location.

The success of the Resources & Recovery Center, and its mission, depends upon not only dedicated City staff members but also the generous efforts of our non-profit partners who provide essential supportive services for the persons in need at the Center. The relocation of the Center from its current location will require not only the continued support of those non-profit partners at the new location. We also expect to benefit from the financial assistance being offered by some generous members of our community who are interested in supporting the ongoing mission of the Center. The enclosed fiscal sponsor agreement and related fee agreement between the FM Area Foundation and the City will enable the City to receive donations from these supportive community members by, in essence, "loaning" the Foundation's 501(c)(3) status to the City to allow the City to receive charitable donations for use by the charitable purposes of the Center. Such funds will be directed toward covering expenses for fit-up of the site that will be necessary to allow the building to suit the Center's programming needs as well as for lease payments and operational expenses and the charitable donations are expected to substantially reduce the amount of taxpayer funds that might otherwise be needed to cover expenses for this relocation for fit-up of the new building, lease payments, and possibly operations.

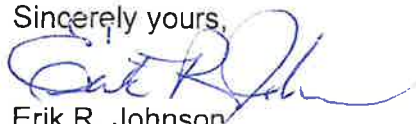
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We have made arrangements for an executive session of the City Commission beginning at 4 p.m.—prior to the customary 5 p.m. starting time for your next regular City Commission meeting—to allow confidential discussion pertaining to the proposed lease of the 1st Avenue North site and pertaining to the related agreements with the FM Area Foundation. In almost any sizeable project, decisions about one component of a project or plan can often be dependent upon another component. For example, the identification of the optimal relocation site for this project necessarily depends upon the financing of the costs which, in turn, is dependent upon the lease terms. Discussion of the negotiation terms of those agreements in a public setting would likely have a negative impact on the City's negotiating positions and, therefore, such discussions are allowed to occur in an executive session. It is; however, quite possible that many of the terms of the proposed lease and the financing of the project can quite properly be discussed during the discussion of the "regular agenda" portion of Monday's meeting, October 27th. Again, Brenda Derrig will be prepared to lead that presentation during the public portion of the meeting.

To the extent that the City Commission is prepared to act on this matter to approve the relocation of the Resources & Recovery Center to the 1st Avenue North location, a suggested motion is provided below.

SUGGESTED MOTION: I move to approve the relocation of the Resource and Recovery Center to the 2001 1st Avenue North location as soon as that location is fit-up for such purposes, to authorize staff to make arrangements for such relocation, to approve the lease of the building and site as proposed, and to approve the fiscal sponsor agreement and the related fee agreement with the FM Area Foundation, as proposed, and with respect to any open or unsettled terms in said agreements the Mayor, with the direction provided to him in executive session, is authorized to complete the negotiations and to execute said agreements on behalf of the City provided; however, that the fully-executed agreements are to be presented to the City Commission, subsequently, for receipt and filing.

Sincerely yours,



Erik R. Johnson
Assistant City Attorney

Enclosures

LEASE AGREEMENT

[Bullinger Enterprises, LLLP and City of Fargo -Resources & Recovery Center]

This Lease is effective as of the ____ day of _____, 2025 ("Effective Date"), between Bullinger Enterprises, L.L.L.P., a North Dakota limited liability limited partnership ("Landlord") and the City of Fargo, a North Dakota municipal corporation ("Tenant").

1. Definitions. In this Lease:

(a) "Building" means the building at 2001 1st Avenue N, Fargo, North Dakota 58102, which is deemed to contain approximately 54,500 total square feet and is located on the Land, which is defined below.

(b) "Premises" means the approximately 54,500 square foot building comprised of 43,700 square feet of warehouse, and 10,800 square feet of office (the "Building") along with approximately 8,615 square feet of land to be used by Tenant for outside storage (the "Outside Space"). The Building and the Outside Space shall together make up the "Premises," as is depicted on the attached Exhibit A and Exhibit A-1.

(c) "Term" means the three (3) year period beginning on January 1, 2026 and continuing through and including December 31, 2028, subject to the provisions of Section 7 and the other provisions of this Lease.

(d) "Commencement Date" begins on the first day of the Term.

(e) "Monthly Net Rent" shall be \$_____ per month beginning on January 1, 2026 and shall continue at this rate through December 31, 2028. This amount will not change during the Term unless space is added to or deleted from the Premises as provided in this Lease or by written amendment of this Lease; provided however, Monthly Net Rent for any partial months of the Term shall be prorated on the basis of the number of calendar days in that month.

(f) "Costs" means the estimated monthly Tax Costs plus the estimated monthly Operating Costs, which shall be payable, in accordance with the terms of this Lease, by Tenant beginning on the Commencement Date and continuing through the Term of this Lease. Costs for any partial months of the Term shall be prorated on the basis of the number of calendar days in that month.

(g) "Monthly Rent" shall mean the Monthly Net Rent plus the Costs. The initial Monthly Rent is \$_____, comprised of a Monthly Net Rent of \$_____ plus both the estimated monthly Operating Costs and Tax Costs, which totals \$_____.

(h) "Tenant's Share" means the percentage obtained by dividing the rentable square foot area of the Premises by the entire gross rentable square foot area of the Building, which percentage on the date of this Lease is 100% based on the number of

square feet stated in paragraph (b) above and based upon a current total rentable square footage for the Building of 54,500 square feet.

(i) "Operating Costs" means all costs, charges and expenses incurred by Landlord in connection with ownership, operation, security, maintenance and repair of the Land, the Building, other improvements on the Land, appurtenances to the Building, parking, roadways, landscaping, lighting, sidewalks, elevators, stairwells and other common or public areas, including but not limited to real estate taxes and specials, insurance on common areas, interior and exterior maintenance, property insurance, fees or expenses for management by Landlord or any other party, amortization of capital investments made to reduce Operating Costs, and amortization of repairs made to extend the life of the Building and other improvements. Operating Costs will not include mortgage interest, depreciation on the Building or fixtures, advertising expenses, real estate brokers' commissions or the cost of tenant improvements. It is the intention of Landlord and Tenant that this Lease is fully net to Landlord; and accordingly Operating Costs shall include all costs and expenses incurred by Landlord in connection with the Building and Land.

(j) "Tax Costs" means the value of all real estate taxes, levies, charges, and installments of assessments (including interest on deferred assessments) assessed, levied or imposed on, or allocated to, the Land and Building and all attorneys' fees, witness fees, court costs and other expenses of Landlord in connection with any proceeding to contest these amounts.

(k) "Normal Business Hours" means seven (7) days per week and twenty-four (24) hours per day.

(l) "Lease" means this Lease, all Exhibits attached to this Lease, and all properly executed amendments, modifications and supplements to this Lease.

(m) "Section" means a section of this Lease.

(n) "Exhibit" means an Exhibit attached to and thereby made a part of this Lease.

(o) "Land" means the land on which the Building is located, legally described on Exhibit B attached to this Lease.

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

(q) "Casualty" means a fire, explosion, tornado, or other cause of damage to or destruction of the Building.

(r) "Rent Incentives" shall be as described in Section 40 herein.

2. Premises.

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term, under the terms and conditions of this Lease.

3. Rent.

Tenant will pay the Monthly Rent to Landlord via electronic deposit, or such other place or method as Landlord may designate, in advance on or before the Commencement Date and on or before the first day of each month during the Term, without demand, deduction or setoff. The Monthly Rent may change as the Costs are adjusted annually under Sections 4 and 5.

Tenant will be responsible for paying the actual cost of all utilities furnished to the Premises beginning on the Commencement Date and continuing through the Term.

Any Monthly Rent or other amounts payable by Tenant to Landlord under this Lease which are not paid within 5 days after the date due will bear interest from the date due to the date paid at the rate of 18% per annum or the maximum rate of interest permitted by law, whichever is less, and the interest will be paid to Landlord on demand. In addition, Tenant will pay Landlord a \$100 service charge for all Monthly Rent (or other amounts due and payable) not paid by the 5th day of the month for which it is payable, which service charge is to partially cover expenses involved in handling delinquent payments. All amounts to be paid by Tenant to Landlord under this Lease will be deemed to be additional rent for purposes of payment and collection.

If any taxes, special assessments, fees or other charges are imposed against Landlord by any governmental unit or agency with respect to rentals under this Lease, Tenant will pay these amounts to Landlord when due, except that Tenant will have no obligation to pay any income tax on rentals unless the tax is imposed in lieu of real estate taxes.

4. Cost Adjustments for Common Area Maintenance (CAM).

The Monthly Rent is based in part on the estimated Costs (ie. Operating Costs and Tax Costs casually referred to as CAM). Prior to the first day of each calendar year after the date of this Lease, or as soon as reasonably possible after the first day of the year, Landlord will furnish Tenant with an estimate of the Costs if greater than the initial Costs, and the Monthly Rent will be increased by 1/12th of Tenant's Share of the difference between the initial estimate of Costs and the current estimate.

Within ninety (90) days of the end of each calendar year, including the year in which the Term expires, Landlord will give Tenant a statement of the actual Costs for that calendar year. If the actual Costs exceed the estimated Costs for that year, Tenant will pay Tenant's Share of the excess to Landlord within 60 days after receiving the statement. If the actual Costs are less than the estimated Costs for that year, Landlord will pay Tenant's Share of the difference to Tenant with the statement. If Tenant does not give Landlord written notice within six (6) months after receiving Landlord's statement that Tenant disagrees with the statement and

specifying the amounts in dispute, Tenant will be deemed to have waived the right to contest the statement. The portion of Costs to be paid by Tenant for the years in which the Term begins and ends will be prorated by multiplying the actual Costs by a fraction, the numerator of which is the number of days of that year in the Term and the denominator of which is 365.

5. Cost Computations and Allocations.

Costs will be allocated as set forth in Section 1(h).

6. Fiscal Year.

The year used to determine Costs may be changed to a different 12-month period designated by Landlord. If the calendar year is changed to a fiscal year, or if a fiscal year is changed to a different fiscal year, prorations will be made for the estimated Costs and the actual Costs so that the same time period is used to determine each and so that Costs are not included in more than one time period.

7. Possession.

Tenant will take possession of the Premises on the Commencement Date.

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

8. Use.

Tenant will use the Premises for an engagement center offering services to those in need only during daytime hours (there shall be NO overnight habitation) and for no other purpose during the Normal Business Hours only. Tenant will not commit or permit any act or omission which results in the violation of any law, governmental regulation, or insurance policy of Landlord, relating to the Building, or which will increase Landlord's insurance rates on the Building. Tenant will not permit any conduct or condition which may unduly disturb or endanger other occupants of the Building, if applicable, or other neighbors or businesses in the area.

9. Care of Premises.

Landlord shall keep the structural portion of the walls, roof and other portions of the Building considered "structural," in good repair and condition, provided that Landlord shall have no responsibility to make any repair until Landlord receives written notice of the need for such repair. Landlord shall not be responsible for the repair or replacement of any condition caused by the fault or negligence of Tenant or Tenant's employees, contractors, agents, or invitees; nor shall Landlord's responsibility include any repairs or replacements of any condition due to or worsened by Tenant's failure or delay to notify Landlord within a commercially reasonable period of time. All costs of Landlord described in Section 9 herein shall be included as part of

the Operating Costs; provided such costs are amortized on a straight-line basis over the useful life thereof.

Throughout the Term of this Lease, Tenant, at Tenant's expense, shall keep all other portions of the Premises clean, maintained and in good condition and repair including all necessary replacements (regardless of whether the damaged portion of the Premises or the means of repairing the same are accessible to Tenant), including but not limited to, plumbing, painting, walk-in doors, overhead doors and openers, door closing and locking mechanisms, windows, window coverings, floor coverings, ceilings, interior and exterior wall coverings and sheeting, plate glass, hardware, dock systems, pest control, glazing, all mechanical systems (including heating, ventilation, and air conditioning (HVAC) units), duct work and distribution systems, radiant heaters, boilers and sump pumps, all electrical systems and all other Building systems within or exclusively serving the Premises. Tenant shall supply and maintain fire extinguishers in the Premises in compliance with all applicable laws, rules and regulations. If Tenant fails to perform its obligations under this Section, Landlord may enter the Premises to perform the maintenance and repairs and charge the costs to Tenant, together with interest at a rate of eighteen (18%) per annum or the maximum rate of interest permitted by law, whichever is less, and the charges for the repairs plus interest shall be due within fifteen (15) days after Tenant receives an invoice for the same. Tenant is to maintain the Premises in a manner typical of similar properties.

Landlord agrees to service the heating, ventilation and air conditioning (HVAC) units at the beginning of the Term to ensure they are in good working order. Thereafter for the remainder of the Term, Tenant shall be responsible for cleaning and maintaining the HVAC systems within the Premises two (2) times per year (seasonal changes) by a professional HVAC service company and repairing as necessary. Any and all damage noted to the Premises at the beginning of the initial Term shall be noted by Tenant on the attached Exhibit C.

10. Annoying Lights, Sounds or Odors.

Tenant covenants and agrees that no light shall be emitted from the Premises which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from the Premises which is unreasonably loud or annoying; and no odor shall be emitted from the Premises which is or might be noxious or offensive to others in the Building or on an adjacent or nearby property.

11. Compliance with Laws.

Tenant will, at its expense, promptly comply with all laws, ordinances, rules, orders, regulations and other requirements of governmental authorities now or subsequently pertaining to the

Premises. Tenant will pay any taxes or other charges by any governmental authority on Tenant's property or trade fixtures in the Premises or relating to Tenant's use of the Premises.

12. Signs.

Subject to compliance with all applicable laws, Tenant may, at its own cost and expense, purchase and install exterior signage in accordance with the Building's standard signage or the Building's signage guidelines, for the Premises, provided, however, that such signage shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant will not place or permit any other signs on the exterior or windows of the Building, or within the Premises if visible from the exterior of the Building or from hallways or other common areas of the Building, except lettering and numerals for identification purposes on or near doorways as approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If applicable, Tenant agrees to purchase its exterior signage from a Landlord-approved sign contractor, which approval shall not be unreasonably withheld, conditioned or delayed. At the termination of this Lease, Tenant will remove all signs placed by it, and will repair any damage caused by such installation or removal, at Tenant's sole cost and expense unless Landlord elects otherwise in writing. All signs must comply with sign ordinances and be placed in accordance with required permits.

13. Alterations.

Tenant accepts the Premises in their present condition and Landlord will have no obligation to do any redecorating or remodeling or to make any repairs or alterations, except for the alterations, if any, shown on the attached Exhibit D.

Tenant will not make any alterations, additions or improvements in or to the Premises without first obtaining the written consent of Landlord, which shall not be unreasonably withheld. Tenant will get Landlord's prior written approval of any contractor or subcontractor who is to perform work on the Premises at Tenant's request. Landlord may require Tenant to post a bond, cash or other security to protect the Premises from mechanic's liens. All alterations by Tenant will be constructed with new materials, in a good and workmanlike manner, and in compliance with the plans and specifications approved by Landlord and all applicable laws, ordinances, rules, orders, regulations, or other requirements of governmental authorities. Tenant will pay for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant in or about the Premises, and will pay and discharge any mechanic's, materialmen's or other lien against the Premises resulting from Tenant's failure to make such payment, or will contest the lien and deposit with Landlord cash equal to 150% of the amount of the lien. If the lien is reduced to final judgment, Tenant will discharge the judgment and Landlord will return the cash deposited by Tenant. Landlord may post notices of non-responsibility on the Premises as provided by law.

All alterations, additions and improvements to the Premises made at Landlord's or Tenant's expense, except movable office furniture and Tenant's movable trade fixtures and equipment,

will become the property of Landlord upon installation and will be surrendered with the Premises upon termination of this Lease unless Landlord elects otherwise in writing.

14. Utilities and Services.

Beginning on the Commencement Date and continuing throughout the entire Term, Tenant shall, at its sole cost and expense, take responsibility for all utilities and services at the Premises, including but not limited to, any connection or start-up fees, water, sewer, gas, electricity, garbage, all communication-related expenses, snow removal, lawn and yard care, and general maintenance. If the Premises are not separately metered, Tenant will pay its proportionate share of the utilities. The cost of any services provided to the Building or Premises by Landlord, will be a part of the Operating Costs, as well as any other utilities or services provided by Landlord or Landlord's contractors or agents.

Landlord will not be liable for any loss or damage resulting from any temporary interruption of these services due to repairs, alterations or improvements, or any variation, interruption or failure of these services due to governmental controls, unavailability of energy, or any other cause beyond Landlord's control. No such interruption or failure of these services will be deemed as an eviction of Tenant or will relieve Tenant from any of its obligations under this Lease. Notwithstanding anything to the contrary herein, Tenant and its agents, employees and invitees assume all liability for any damage to personal property located on or about the Premises or Building, caused by or resulting from, the presence of snow, the removal of snow, or the failure to remove snow, including but not limited to snow on the roof. Tenant will also be responsible for providing its own janitorial services for the Premises. Tenant shall be responsible for all normal repair and maintenance of utility lines located within and exclusively serving the Premises from the point of connection to the Premises. Tenant shall, at its sole cost and expense, enter into a contract for garbage collection from the Premises.

Tenant hereby provides authorization to Landlord to request and obtain copies of any and all utility bills or invoices (current or past) related to the Premises that are in Tenant's name either from Tenant or directly from a utility company on Tenant's behalf.

15. Entry by Landlord.

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

16. Subordination.

At the request of any mortgagee or ground lessor, this Lease will be subject and subordinate to any mortgage or ground lease which may now or hereafter encumber the Building, and Tenant will execute, acknowledge and deliver to Landlord any document requested by Landlord to evidence the subordination. Such subordination is on the condition that Tenant's right of

possession of the Premises as provided in this Lease will not be disturbed by the mortgagee or ground Landlord so long as Tenant is not in default under this Lease. If the interest of Landlord is transferred to any party by reason of foreclosure of a mortgage or cancellation of a ground lease, or by delivery of a deed in lieu of foreclosure or cancellation, Tenant will immediately and automatically attorn to such party. Tenant agrees that upon notification by Landlord or any mortgagee or ground Landlord of the election of a mortgagee or ground Landlord to subordinate its interest in the Premises to this Lease, this Lease will become prior to the mortgage or ground lease.

17. Estoppel Certificates and Financial Information.

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

18. Waiver of Claims and Assumption of Risks.

Landlord and Tenant release each other from any liability for loss or damage by fire or other Casualty coverable by a standard form of "all risk" insurance policy, whether or not the loss or damage resulted from the negligence of the other, its agents or employees. Each party will use reasonable efforts to obtain policies of insurance which provide that this release will not adversely affect the rights of the insureds under the policies.

19. Indemnification.

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

Landlord will indemnify Tenant and its agents and employees against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, arising out of the willful misconduct or gross negligence of Landlord, except to the extent caused by Tenant or Tenant's agents or employees.

20. Insurance.

Tenant, at Tenant's expense, beginning on the Commencement Date and continuing at all times during the Term of this Lease (including any Renewal Terms) shall be responsible for purchasing and maintaining commercial general liability insurance covering Tenant's operations and use of the Premises and the Building, insuring against liability for personal injury, bodily injury, including death and property damage for a minimum of \$1,000,000.00 per occurrence on an "occurrence coverage form" and not a "claims made coverage form", and a \$3,000,000.00 annual policy aggregate. Beginning on the Commencement Date and continuing throughout the Term and any Renewal Terms, Tenant will also maintain, at its expense, a liability umbrella policy with limits of at least \$2,000,000.00 per occurrence and \$2,000,000.00 annual policy aggregate. Tenant's commercial general liability and umbrella policies will name Landlord as additional insureds. Tenant's liability and umbrella insurance policies shall be primary and non-contributing with any insurance carried by Landlord. The insurance will provide that Landlord will be notified in writing thirty (30) days prior to cancellation of the insurance. Prior to Tenant's occupancy of the Premises and annually thereafter, Tenant shall deliver to Landlord certificates of all such insurances showing the coverages to be in effect with premiums paid.

Tenant, at its own expense, shall be responsible for purchasing and maintaining property insurance coverage on its fixtures, improvements, personal property and contents, inventory and property of others at the Premises and Building beginning on the Commencement Date and continuing during the entire Term. Said Tenant's property insurance coverage shall be written with "special form coverage" on a replacement cost basis. Landlord is not responsible for personal property of Tenant, and Tenant is aware that Landlord carries no insurance for Tenant's personal property. Tenant shall reimburse Landlord, as additional rent, for any insurance deductibles paid by Landlord for claims caused by, resulting from or arising from Tenant's use and occupancy of the Premises and the Building.

21. Assignment and Subletting.

Tenant may not assign this Lease or sublet all or part of the Premises without Landlord's prior written consent. If Tenant receives a bona fide offer for an assignment of Tenant's interest under this Lease or to sublease all or part of the Premises and Tenant requests Landlord's consent, a copy of the offer and a financial statement of the proposed tenant will be furnished to Landlord. In the case of a proposed assignment or sublease of all of the Premises, Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the party making the offer on the same terms as the offer to Tenant or without that condition. In the case of a proposed sublease for less than all of the Premises, Landlord may amend this Lease to exclude the portion of the Premises to be subleased, either conditioned on execution of a new lease between Landlord and the party making the offer on the same terms as in the offer to Tenant or without that condition.

If Landlord fails to give Tenant written notice of its decision to terminate or amend this Lease within 20 days after receiving a copy of the offer to Tenant, Landlord will not unreasonably withhold its consent to the assignment or sublease described in the offer. Tenant

acknowledges that Landlord may in its sole discretion withhold consent for an assignment or sublease to (i) any existing tenant of a building owned or managed by Landlord, (ii) a party whose occupancy would be inconsistent with the nature and character of the Building, (iii) a party whose occupancy would be inconsistent with the character and values of Landlord in its reasonable judgment, or (iv) a party whose financial condition is not acceptable to Landlord in its reasonable judgment. The provisions of this Section will be binding on Tenant and any assignee or subtenant of Tenant and will apply to all portions of the Premises remaining subject to this Lease and to each request by Tenant, or its assignee or subtenant, for Landlord's consent to a further or subsequent assignment or subletting.

Notwithstanding anything herein to the contrary, Landlord's consent to sublease or assign shall not be required where Tenant subleases or assigns all or part of the Premises to any related entity or department of the City of Fargo; provided however, Tenant shall not be relieved from any of its obligations under this Lease.

Neither this Lease nor any right hereunder shall be assigned by operation of law, including bankruptcy or other law relating to debtors, and no trustee, receiver, sheriff, creditor or purchased at judicial sale or any office of any court shall acquire any right under this Lease or to the possession or use of the Premises or any part thereof without the prior written consent of Landlord.

If Landlord consents to one or more assignments or subleases, Tenant will still remain liable for all obligations of the Tenant under this Lease.

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

22. Damage or Destruction.

If the Premises or Building is damaged by Casualty, the damage (excluding damage to improvements paid for by Tenant or trade fixtures, equipment or personal property of Tenant) will be repaired by Landlord at its expense to a condition as near as reasonably possible to the condition prior to the Casualty, but if more than 25% of the total rentable area of the Building is rendered untenable, Landlord may terminate this Lease as of the date of the Casualty by giving written notice to Tenant within 30 days after the Casualty. If this Lease is not terminated, Landlord will begin repairs within 90 days after the Casualty and complete the repairs within a reasonable time, subject to acts of God, strikes and other matters not within the control of Landlord. If Landlord fails to begin and proceed with repairs as required, Tenant may give Landlord notice to do so. If Landlord has not begun the repairs within 30 days after Tenant's notice, Tenant may terminate this Lease by written notice to Landlord within 15 days after expiration of the 30-day period. If this Lease is terminated because of the Casualty, rents and other payments will be prorated as of the termination and will be proportionately refunded to Tenant or paid to Landlord, as the case may be. During any period in which the Premises or any portion of the Premises is made untenable as a result of the Casualty, the Monthly Rent

will be abated for the period of time untenable in proportion to the square foot area untenable.

23. Eminent Domain.

If there is a Taking of 50% or more of the Premises, either party may terminate this Lease as of the date the public authority takes possession, by written notice to the other party within 30 days after the Taking. If this Lease is so terminated, any rents and other payments will be prorated as of the termination and will be proportionately refunded to Tenant, or paid to Landlord, as the case may be. All damages, awards and payments for the Taking will belong to Landlord irrespective of the basis upon which they were made or awarded, except that Tenant will be entitled to any amounts specifically awarded for Tenant's trade fixtures or equipment or as a relocation payment or allowance. If this Lease is not terminated as a result of the Taking, Landlord will restore the remainder of the Premises to a condition as near as reasonably possible to the condition prior to the Taking, the rent will be abated for the period of time the space is untenable in proportion to the square foot area untenable and this Lease will be amended appropriately to reflect the deletion of the space taken.

24. Defaults.

If (a) Tenant defaults in the payment of Monthly Rent or other amounts due under this Lease and the default continues for 10 days after written notice by Landlord to Tenant, (b) Tenant defaults in any other obligation under this Lease and the default continues for 30 days after written notice by Landlord to Tenant, (c) any proceeding is begun by or against Tenant to subject the assets of Tenant to any bankruptcy or insolvency law or for an appointment of a receiver of Tenant or for any of Tenant's assets, or (d) Tenant makes a general assignment of Tenant's assets for the benefit of creditors, then Landlord may, with or without terminating this Lease, cure the default and charge Tenant all costs and expenses of doing so, and Landlord also may reenter the Premises, remove all persons and property, and regain possession of the Premises, without waiver or loss of any of Landlord's rights under this Lease, including Landlord's right to payment of Monthly Rent. Landlord also may terminate this Lease as to all future rights of Tenant, without terminating Landlord's right to payment of Monthly Rent and other charges due under this Lease.

Tenant waives any right of restoration to possession of the Premises after reentry, notice of termination, or after judgment for possession. If this Lease is terminated under this Section, Tenant promises and agrees to pay all Monthly Rent and other charges due for the remainder of the original Term, and all attorneys' fees and other expenses. If Tenant defaults in any of its obligations under this Lease, it will promptly pay all costs (including attorneys' fees) of enforcing Tenant's obligations, whether or not this Lease is terminated and whether or not suit is brought. No right or remedy will preclude any other right or remedy, no right or remedy will be exclusive of or dependent upon any other right or remedy, and any right or remedy may be exercised independently or in combination.

If Tenant is in default and notice of termination of Tenant's right to possession has been mailed to Tenant at the Premises and it appears in Landlord's reasonable judgment that Tenant has abandoned or vacated the Premises, Landlord may reenter the Premises and retake possession without legal action, without relieving Tenant of the obligation to pay Monthly Rent or any other obligations under this Lease, and without any liability to Tenant for re-entry or removal of Tenant's property.

25. Waiver of Lease Provisions.

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

26. Return of Possession to Landlord.

On expiration of the Term or sooner termination of this Lease, Tenant will return possession of the Premises to Landlord, without notice from Landlord, clean and in good order and condition, except for ordinary wear and damage, destruction or conditions Tenant is not required to remedy under this Lease. If Tenant does not return possession of the Premises to Landlord, Tenant will pay Landlord all resulting damages Landlord may suffer and will indemnify Landlord against all claims made by any new tenant of all or any part of the Premises. Tenant will give Landlord all keys for the Premises and will inform Landlord of combinations on any locks and safes on the Premises. Any property left in the Premises after expiration or termination of this Lease or after the Premises have been vacated by Tenant will become the property of Landlord to dispose of as Landlord chooses.

27. Holding Over.

If Tenant remains in possession of the Premises after expiration of the Term without a new lease, it may do so only with written consent by Landlord, and any such holding over will be from month-to-month subject to all the same provisions of this Lease, except that the Monthly Net Rent will be the Monthly Net Rent stated in Landlord's written consent if a new Monthly Net Rent is stated, or 150% of the Monthly Net Rent under this Lease if no new Monthly Net Rent is stated in Landlord's written consent. Any holding over without Landlord's written consent will be at double the Monthly Rent under this Lease. The month-to-month occupancy

may be terminated by Landlord or Tenant on the last day of any month by at least 30 days' prior written notice to the other.

28. Security Deposit.

On the Effective Date, Tenant shall deposit \$_____ with Landlord as a security deposit. Landlord may commingle the security deposit with other funds but will refund this amount to Tenant without interest on termination of this Lease, less any amounts necessary in Landlord's reasonable opinion to pay the cost of repair or restoration of the Premises to the condition required under this Lease or to cure any defaults of Tenant under this Lease.

29. *This Section has been Intentionally Removed.*

30. Notices.

Any notice under this Lease will be in writing, and will be sent by prepaid certified mail, addressed to Tenant at the Premises and to Landlord at 474 45th Street S, Fargo, ND 58103, or to such other address as is designated in a notice given under this Section and with a copy sent by e-mail to nikkin@bullingerenterprises.com. A notice will be deemed given two (2) days after the date mailed. Landlord's statements of Costs and other routine mailings to tenants need not be sent by certified mail.

31. Governing Law.

This Lease will be construed under and governed by the laws of North Dakota. If any provision of this Lease is illegal or unenforceable, it will be severable and all other provisions will remain in force as though the severable provision had never been included.

32. Entire Agreement.

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

33. Successors and Assigns.

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

34. *This Section has been Intentionally Removed.*

35. Hazardous Materials; Tenant's Obligations.

The term "Hazardous Materials", as used in this Lease, means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is restricted, prohibited or penalized by any federal, state or local law or ordinance relating to pollution or the protection of the environment ("Environmental Law"). Tenant agrees that (a) no activity will be conducted on the Premises that will produce any Hazardous Material; (b) the Premises will not be used for storage of any Hazardous Materials except as necessary to conduct Tenant's business and as allowed by law; (c) no portion of the Premises or Land will be used by Tenant for disposal of Hazardous Materials; (d) Tenant will not install any underground tanks of any type; (e) Tenant will not cause any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (f) Tenant will not permit any Hazardous Materials to be brought onto the Premises except as necessary to conduct Tenant's business and as allowed by law. If at any time during or after the term of the Lease the Premises are found to be contaminated by Tenant or subject to conditions prohibited in this Lease caused by Tenant, Tenant will indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification will survive the termination or expiration of this Lease.

36. *This Section has been Intentionally Removed.*

37. *This Section has been Intentionally Removed.*

38. Building Rules.

Rules and Regulations for the Premises and the Building in effect on the date of this Lease are attached hereto as Exhibit E. Landlord will have the right to adopt different or additional reasonable rules and regulations, and to rescind or amend the attached rules and regulations from time to time. Tenant will abide by the rules and regulations then in force and will cause Tenant's employees to observe and comply with them. If there is a dispute as to whether Tenant is in compliance with the Building Rules, Landlord shall be the party to make the final decision regarding compliance in its sole, but reasonably exercised, discretion.

39. Counterparts and Electronic Signatures.

This Lease and all Exhibits may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement. The parties shall be entitled to sign and transmit an electronic signature of this agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained

therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed agreement upon request.

40. Rent Incentives.

Any free rent or other rent incentives furnished to Tenant must be re-paid by Tenant if Tenant breaches the Lease or if the Term of the Lease is not fulfilled for any reason ("Rent Incentives"). In the event that Tenant breaches the Lease or does not fulfill the Term, then Tenant shall also be required to reimburse Landlord for the total amount of any unamortized fit-up expenses paid by Landlord (including but not limited to those items listed on the attached Exhibit D, if any) to complete the Premises and also any unamortized brokerage commissions (amortized over the Term).

41. OFAC Compliance.

Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to the Lease. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Lease.

42. Representations and Warranties.

Tenant and Landlord each warrant and represent that the party signing this Lease on behalf of each has authority to enter into this Lease and to bind Tenant and Landlord respectively to the terms, covenants and conditions contained herein. Each shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority including, without limitation, a copy of all corporate resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of Tenant or Landlord. Landlord represents and warrants (i) that Landlord is the sole owner of the Premises, Building, and property and that all consents or approvals required for the execution, delivery and performance of this Lease, have been obtained and (ii) that there is no mortgage, security agreement, deed of trust, or other superior lien affecting the Premises or the Building.

43. Attorneys' Fees and Costs.

If, as a result of any breach or default in the performance of any of the provisions of this Lease, Landlord or Tenant uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor from the breaching party, and if the non-breaching party is the prevailing party in any litigation resulting therefrom or settlement associated therewith, then the non-breaching party shall be entitled to recover from the breaching party

any and all reasonable attorneys' fees and expenses incurred by the non-breaching party in connection with such litigation or settlement.

44. Plural; Gender.

Throughout this Lease, wherever the context so requires, the singular shall include the plural, and the masculine gender shall include the feminine and neuter genders.

[Signatures and Acknowledgements to Follow. Remainder of this page left blank intentionally.]

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

Landlord:

Bullinger Enterprises, L.L.P.

Date: _____

Nicole A. Nelson, General Partner

Tenant:

City of Fargo, a N.D. municipal corporation

Date: _____

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

[Acknowledgements follow. Remainder of this page left blank intentionally.]

LANDLORD ACKNOWLEDGEMENT:

STATE OF NORTH DAKOTA)
)
 COUNTY OF CASS)

On this _____ day of _____, _____, before me, a Notary Public in and for the State of North Dakota, personally appeared Nicole A. Nelson, a general partner of Bullinger Enterprises, L.L.P., on behalf of said limited liability limited partnership, who acknowledged that she executed the above as her free and voluntary act and deed for the uses and purposes therein set forth.

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

 Notary Public, _____
 MY COMMISSION EXPIRES: _____

TENANT ACKNOWLEDGEMENT:

STATE OF _____)
)
 COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public in and for the State of _____, personally appeared _____, the _____ of the City of Fargo, a municipal corporation, on behalf of said municipal corporation, who acknowledged that he executed the above as his free and voluntary act and deed for the uses and purposes therein set forth.

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

 Notary Public, _____
 MY COMMISSION EXPIRES: _____

EXHIBIT A

PREMISES

The Premises, which contains approximately 54,500 SF, is depicted below bordered with a bold black line and filled with cross-hatching.

[Floorplan to be inserted.]

EXHIBIT A-1

OUTSIDE SPACE

The Outside Space is depicted below as the area bordered with a bold black line and filled with black dots. The Outside Space contains approximately 8,615 SF and is included as part of the Premises as more particularly described in Section 1(b) of the Lease.

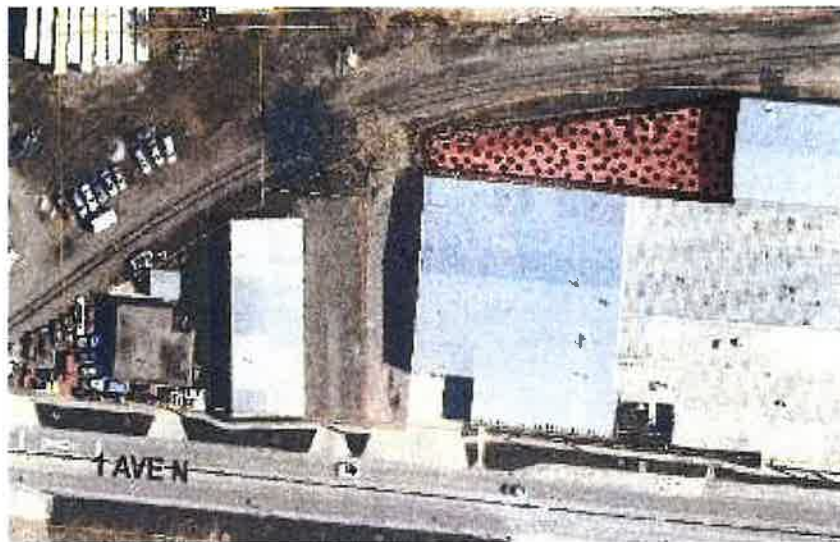


EXHIBIT B

LAND

(Legal Description)

The legal description of the Land was copied from an attorney-prepared title opinion of the abstract. The Land is deemed to contain approximately 2.22 acres and is further described below:

Lots Eleven to Twenty-three, both inclusive, Block Twenty; Lots Eleven to Thirteen, both inclusive, Block Twenty-one, and those portions of Lots Ten and Twenty-four, Block Twenty, and Lot Ten, Block Twenty-one, which lies South of a line described as follows: Beginning at a point on the East line of said Block Twenty, located 102.1 feet North of the Northeast corner of Lot Twelve, in said Block Twenty; thence South 87 degrees 00 min West 308.21 feet; assuming the said East line of Block Twenty being a due North-South line; thence Southwesterly on an 8 degree 17 min curve to the left 198.25 feet, more or less, to the intersection with the Northerly line of Lot Sixteen, in said Block Twenty-one, said point of intersection being 18 feet, more or less, Easterly of the Northwest corner of said Lot Sixteen, and said point of intersection also being the end of the above mentioned line; all situate in Tyler's Addition to the City of Fargo, Cass County, North Dakota.

EXHIBIT C

NOTED DAMAGE TO PROPERTY

[To be completed by Tenant and Tenant's real estate broker prior to Tenant's occupancy of Premises, with completed copy provided to Landlord along with digital photos showing any damages listed below.]

1. NONE.

EXHIBIT D

IMPROVEMENTS

Landlord Improvements

Landlord agrees to complete the following Landlord Improvements at Landlord's sole cost and expense:

NONE – Not Applicable

Tenant Improvements

Tenant agrees to accept the Premises in "as-is" condition except for the above items that Landlord has agree to do, if any. Tenant agrees to complete all other improvements to the Premises including, but not limited to, the following at Tenant's sole cost and expense and agrees to do so in accordance with the terms of the Lease:

1. All telecommunications hardware, equipment and wiring, including but not limited to, telephone, computer, fiber optic, internet, camera or other security systems and any and all other communications needs, shall be approved in advance and in writing by Landlord, but be paid for at the sole expense of Tenant.
2. Tenant is responsible for the cost of any entry door lock changes.
3. Any desired break-room appliances shall be provided by and at the expense of Tenant.
4. All desired improvements to the Premises above and beyond that listed above as being provided by Landlord.

EXHIBIT E

RULES AND REGULATIONS

1. Tenant will not use the Premises in any manner which conflicts with any law, ordinance, or governmental rule or regulation now or subsequently in force.
2. Tenant will not install any awnings or other attachments or structures on the exterior of the Building without first obtaining prior written approval from Landlord.
3. Blinds, curtains, draperies or any other window treatments or coverings will not be installed in the Premises without first obtaining prior written approval by Landlord of the exterior color and material.
4. All deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.
5. Tractor-trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use.
6. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary products (i.e. napkins, tampons); tea bags, cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or any other items which the same are not designed to receive.
7. Tenant shall not permit or suffer any advertising medium to be placed on exterior walls or windows, on the sidewalks or on the parking lot areas or light poles. No permission expressed or implied is granted to exhibit or display any banner, pennant, sign and trade or seasonal decoration of any size, style or material within the Building, or anywhere outside the Premises.
8. Tenant shall not permit or suffer the use of any advertising medium that can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios, or television. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, unless Landlord has previously given its written consent.
9. Tenant shall not permit or suffer any portion of the Premises to be used for housing, sleeping, lodging or extended stay purposes, or for any immoral or illegal purpose.
10. Tenant shall not, in or on any part of the common areas:

- a. Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.
 - b. Exhibit any sign, placard, banner, notice or other written material, except for activities as approved in writing by Landlord.
 - c. Distribute any circular, booklet, handbill, placard or other material, except for activities as approved in writing by Landlord.
 - d. Solicit membership in any organization, group or association or contribution for any purpose.
 - e. Create a nuisance.
 - f. Create litter or hazards of any kind.
 - g. Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement located on or about the Land or Building, or other tenant's customers, business invitees or employees situated within the same.
11. Tenant shall not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air-conditioning outlets so as to prevent any personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Landlord's access will be at Tenant's cost. Any lighting and air conditioning equipment servicing multiple areas of the Building (not just the Premises) will remain in the exclusive control of the Landlord or its building designated personnel.
12. Tenant shall comply with parking rules and regulations as may be posted and/or distributed from time to time.
13. Tenant will not connect any apparatus, equipment or device to the water lines in the Building without first obtaining the written consent of Landlord.
14. Tenant will not operate or permit to be operated in the Premises any musical or sound producing instrument or device which interferes with other tenants of the Building, or which can be heard outside the Premises at a sound volume about which a reasonable person may justifiably complain under city ordinance.
15. Tenant will not bring into the Building any pollutants, contaminants or hazardous materials or any items likely to cause fire or explosion.
16. Tenant shall keep the Premises at a temperature compatible with comfortable occupancy during business hours and at all times sufficiently high to prevent freezing of water in pipes and fixtures, and promptly notify Landlord if there is a danger of freezing pipes and the temperature controls are not under the direct control of Tenant.

17. Tenant shall keep the signs, exterior lights and display window lights of the Premises lighted each and every day of the Term during the hours designated by Landlord.
18. No animals, including but not limited to birds, reptile or mammals, shall be brought into or kept in or about the Building other than as handicap aids.
19. Tenant will refer to Landlord all contractors or installation technicians rendering any service for Tenant for approval by Landlord before any contractual services are performed. This will include but is not limited to installation of telephone or telegraph equipment, electrical devices and attachments, and any installations affecting floors, walls, woodwork, trim, windows, ceilings, equipment or other portions of the Building.
20. The work of the janitor or cleaning personnel (in the common areas) will not be hindered by Tenant, and the exterior windows may be cleaned at any time. Tenant will provide its own dumpsters and waste and rubbish receptacles for its own use.
21. Landlord will not be responsible for any property, equipment, money or jewelry lost or stolen from the Premises.
22. Any damage in connection with the moving or installing of Tenant's trade fixtures, furniture, equipment, appliances or other articles will be paid for by Tenant.
23. Landlord may permit entrance to the Building by use of pass keys controlled by Landlord or its employees, contractors or service personnel, for the purpose of performing required services in the Office Portion or designated common areas of the Building.
24. In the event of any discrepancy or inconsistency between these rules and regulations and any provision of the Lease, the provision in the Lease shall govern and control.
25. In the event, any violation of any of the above rules and regulations continues after five (5) days following receipt of written notice by Tenant of such violation, beginning on such fifth day Tenant shall be in default of Lease. In addition to all other remedies of Landlord provided in the Lease for default by Tenant, Tenant shall pay liquidated damages of One Hundred Dollars (\$100.00) per day for each day such violation continues.

EXCEPT AS OTHERWISE PROVIDED HEREIN, LANDLORD RESERVES THE RIGHT TO MODIFY OR RESCIND ANY OF THESE RULES AND REGULATIONS AND TO MAKE SUCH OTHER OR FURTHER REASONABLE RULES AND REGULATIONS AS IT DEEMS IN IT'S REASONABLE JUDGMENT SHALL FROM TIME TO TIME BE NECESSARY OR ADVISABLE FOR THE OPERATION OF THE BUILDING, WHICH RULES AND REGULATIONS SHALL BE BINDING UPON EACH SUCH TENANT IN THE BUILDING UPON THEIR NOTIFICATION OF SAID FURTHER RULES AND REGULATIONS.



Fiscal Sponsorship Agreement

On _____, 20____, Fargo-Moorhead Area Foundation (Foundation) determined that sponsorship of the Resource and Recovery Center - Fargo (Grantee), for its identified project would be consistent with its goals. Therefore, the Foundation has created a restricted fund designated for such project, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to Grantee subject to the following terms and conditions:

1. The Grantee designates Brenda Derrig/Michael Redlinger (name) to act as authorized official. The authorizing official shall act as principal of the grantee's daily business with the Foundation and shall have authority to request disbursements from the fund. The authorized official should have decision-making authority for the grantee.
2. Grantee shall provide the Foundation with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to the Foundation, showing Grantee's separate existence as an organization.
3. Grantee shall use the grant solely for the project described in Schedule "1" attached, and solely in accordance with the approved project budget. Grantee shall repay to the Foundation any portion of the amount granted which is not used for that project. Any changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation. If Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes the Foundation's legal or tax status, the Foundation may withhold, withdraw, or demand immediate return of grant funds. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
4. Grantee may solicit gifts, contributions and grants to the Foundation, earmarked for the Foundation's restricted fund for this project. Solicitation of gifts is limited to individuals and entities located in MN and ND. Any plans to solicit outside of these two states must be approved by Foundation prior to the solicitation. Grantee's choice of funding sources to be approached and the text of Grantee's fundraising and marketing materials are subject to the Foundation's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this project via the Foundation's restricted fund shall be executed by the Foundation. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
5. The Foundation will assess administrative and investment management fees against this Fund in accordance with the Foundation's published fee schedule, as amended from time to time. The Foundation may also assess the fund to cover any unusual expenses incurred in connection with the administration of the Fund.



FM Area Foundation
409 7th St. S. Fargo, ND 58103
701.234.0756
areafoundation.org



Mission: We help donors maximize their philanthropy to create a vibrant community full of opportunities for everyone.

6. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of the Foundation for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
7. Grantee shall submit a **Fiscal Sponsorship Fund Disbursement Form** with each request for dollars. This form will describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with the grant funds. The form will also provide documentation on the Grantee's compliance with the terms of this grant.
8. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Foundation and Grantee.
9. Grantee shall not use any portion of the funds granted to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
10. Grantee shall notify the Foundation immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.
11. The Fund created to support this project is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.
12. Grantee shall allow the Foundation to review and approve the content of any proposed publicity concerning the sponsored project prior to its release and recognize the Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
13. Grantee shall allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of financial support provided to the project, any photographs provided to the Foundation, any logo or trademark belonging to the project, and other information and materials about the project.
14. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arising from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees or agents.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota applicable to agreements made and to be performed entirely within such State.
16. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.
17. Grantee agrees to obtain liability insurance prior to holding any events and agrees to provide Foundation with proof of insurance.



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Foundation will collect a 2.125 % administrative through fee, along with any credit card charges accumulated because of the activities relating to Grantee's project unless a donor chooses to pay the processing fee when making their online donation. The Foundation will receipt donations and pay approved expenditures within two weeks.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the _____ day of _____, 20____. This agreement expires one year from the date of signature, on the _____ day of _____, 20____. Upon expiration of the agreement, if no other agreement exists, the Foundation will grant remaining dollars to either the Grantee's project for remaining charitably related costs or if the Grantee has acquired their 501(c)(3), all dollars will be granted to the charitable entity. If project ceases to exist in any form, the remaining dollars will be granted to a 501(c)(3) of similar purpose, as decided by the Foundation's Distribution Committee.

Resource and Recovery Center - Fargo 10/13/2025
Fargo-Moorhead Area Foundation/Fiscal Sponsor Date

Grantee/ Sponsored Organization Date



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Mission: We help donors maximize their philanthropy to create a vibrant community full of opportunities for everyone.



Resource and Recovery Center - Fargo **GRANTEE/PROJECT FOR FISCAL SPONSORSHIP**
Schedule "1"

The purpose of the Grantee's mission and project description is:

The Engagement Center (known as the Resource and Recovery Center) is the metro's low barrier service center to serve adult community members. People can access a network of services for permanent housing and find resources for immediate needs; such as water, food, showers, laundry, storage, and internet services. The center houses partner agencies that provide services to connect resources for housing, mental health, substance abuse disorder, employment, case management and other critical services to achieve long-term stability. The Engagement Center's current site is an existing three story building in the downtown for a total of 17,280 SF. The vision is to move to a one-story location, that is accessible and safer for service providers to program activities to service the people and community with a more specific user fit-up. An open floor plan concept allows for multi-use flexible space, allowing for better security and human focused design for better care outcomes.

The following items will qualify for fiscal sponsorship grants from the fund:

Any expenditure must align with the project's charitable purpose and benefit to the public, as described above. Examples may include:

Planning & Pre-Development Costs: Architectural & Engineering Fees, Environmental & Feasibility Studies, Permit & Zoning Fees, Legal & Consulting Fees

Purchasing/Lease Costs Construction & Infrastructure: Construction Labor & Materials, Site Preparation, Utility Installations, Safety & Accessibility Features

Equipment & Fixtures: Permanent Fixtures, Technology Infrastructure, Sustainability Upgrades Post Construction: Landscaping & Site Enhancements, Furnishings & Equipment, Final Inspections & Certifications

The following items will not qualify for fiscal sponsorship grants from the fund:

- Personal Expenses • Lobbying or Political Activities • Unrelated Business Expenses
- Non-Charitable Fundraising Activities • Gifts and Grants to Non-Charitable Organizations
- Private Benefit • Capital Expenditures Without Approval • Excessive Administrative or Overhead Costs

Resource and Recovery Center - Fargo

10/13/2025

Grantee/ Sponsored Organization

Date



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Administrative Fee Agreement

This **Administrative Fee Agreement** ("Agreement") is made and entered into as of the Effective Date by and between **FM Area Foundation**, a nonprofit organization ("Sponsor"), and **City of Fargo, Community Engagement Center** ("Project"). This Agreement is intended to supplement the Fiscal Sponsorship Contract between the parties and to establish the terms of the administrative fee associated with the fiscal sponsorship arrangement.

1. Administrative Fee

The Project agrees to pay the Sponsor an administrative fee established in the **Fiscal Sponsorship Agreement** which shall be assessed on all funds received on behalf of the Project. This fee covers administrative services provided by the Sponsor, including but not limited to financial management, compliance oversight, and operational support.

2. Fee Adjustment & Renegotiation

The administrative fee is subject to review and may be adjusted upon renewal of the Fiscal Sponsorship Contract. Any adjustments will be determined by mutual agreement between the Sponsor and the Project and will be documented in a written amendment to this Agreement. Factors influencing fee adjustments may include changes in the scope of services, operational costs, or regulatory requirements.

3. Renewal & Notification

Prior to the expiration of the current term of the Fiscal Sponsorship Contract, the Sponsor will provide written notice to the Project regarding any proposed administrative fee adjustments. The Project will have the opportunity to discuss and negotiate any changes before the renewal of the Fiscal Sponsorship Contract.

5. Agreement Duration

This Agreement remains in effect for the duration of the Fiscal Sponsorship Contract and is subject to renegotiation upon renewal.

6. Acknowledgment & Acceptance

By signing below, both parties acknowledge and agree to the terms of this Agreement.

Sponsor:

FM Area Foundation

Title: _____

Date: _____

Project:

B. D. Resource & Recovery Center - Fargo
~~City of Fargo Community Engagement Center~~

Title: Assistant City Administrator

Date: 10-13-2025



FM Area Foundation
409 7th St. S. Fargo, ND 58103
701.234.0756
areafoundation.org



Mission: We help donors maximize their philanthropy to create a vibrant community full of opportunities for everyone.



45a

October 3, 2025

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 David Slack and Debra Potter Slack. 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 \$876 with the City of Fargo's share being \$149.

Sincerely,


Mike Solonskowski
City Assessor

nib
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 Slack, David R. & Debra K. Potter Slack 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). Partial basement remodel.
7. Building permit No. 2505-0422-REN 8. Year built (residential property) 1967
9. Date of commencement of making the improvements 05/26/2025
10. Estimated market value of property before the improvements \$ 320,000.00
11. Cost of making the improvement (all labor, material and overhead) \$ 65,300.00
12. Estimated market value of property after the improvements \$ 385,000.00

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
Applicant David R. Slack Date 10-1-2025

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 Wendy L. Smith Date 10-8-2025

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 _____



456

September 25, 2025

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 Andrew and Rebecca Bakke. 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 \$205 with the City of Fargo's share being \$35.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

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 BAKKE, ANDREW L & REBECCA J 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).
ADDITION of MUDROOM TO REAR ENTRANCE
7. Building permit No. 25030193 8. Year built (residential property) 1919
9. Date of commencement of making the improvements 6/1/25
10. Estimated market value of property before the improvements \$ 800,000
11. Cost of making the improvement (all labor, material and overhead) \$ 150,000
12. Estimated market value of property after the improvements \$ 850,000

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

9/10/25

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

10-8-2025

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 _____



450

September 17, 2025

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 Moose Dixon, 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 \$20,127 with the City of Fargo's share being \$3,421.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

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 Lengthy See attached
2. Address of Property _____
3. Parcel Number _____
4. Name of Property Owner Moose Dixon LLC 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). Complete build out of Space.
7. Building permit No. 2402-0553-REN 8. Year built (residential property) 1905
9. Date of commencement of making the improvements 2023 - 2025
10. Estimated market value of property before the improvements \$ 183,500
11. Cost of making the improvement (all labor, material and overhead) \$ 1,500,000
12. Estimated market value of property after the improvements \$ 2,000,000

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
Applicant [Signature] Date 8-6-2025

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 [Signature] Date 10-8-2025

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 _____



45d

September 17, 2025

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 Daren and Brandy Bakke. 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 \$409 with the City of Fargo's share being \$70.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

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 *

BAKKE, DAREN & BRANDY

Description Of Improvements For Exemption

Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed. *

New Doors and Windows

Building permit No. *

Window & Door Co

Year built (residential property) *

2000

Date of commencement of making the improvements *

8/28/2025

Estimated market value of property before the improvements *

\$ 260,000.00

Cost of making the improvement (all labor, material and overhead) *

\$ 30,469.00

Estimated market value of property after the improvements *

\$ 290,000.00

Applicant's Certification And Signature

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

Brandy Bakke

Date *

9/12/2025

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 Spilwagen Sr

Date *

9/12/2025

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



45e

October 17, 2025

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 Seth Morken. 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 \$1,342 with the City of Fargo's share being \$228.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

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 *

MORKEN, SETH E

Description Of Improvements For Exemption

Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed. *

Removal and replacement of all interior flooring. Removal and replacement of kitchen casework, appliances, etc. Rework of both bathrooms to swap tub and shower locations and add bedroom access to upper level bathroom. Relocation of 2 closets, addition of a pantry. Exterior replacement of all

Building permit No. *

2508-0980-REN

Year built (residential property) *

1987

Date of commencement of making the improvements *

8/29/2025

Estimated market value of property before the improvements *

\$ 185,000.00

Cost of making the improvement (all labor, material and overhead) *

\$ 100,000.00

Estimated market value of property after the improvements *

\$ 332,000.00

Applicant's Certification And Signature

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

Seth Morken

Date *

10/16/2025

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 Spalenski

Date *

10/17/2025

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



45f

October 17, 2025

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 Rebekah Jensen. 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 \$475 with the City of Fargo's share being \$81.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

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 See attached
2. Address of Property _____
3. Parcel Number _____
4. Name of Property Owner Rebekah Jensen 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). See final work up sheet attached
7. Building permit No. N/A 8. Year built (residential property) 1979
9. Date of commencement of making the improvements 09/23/2025
10. Estimated market value of property before the improvements \$ 206,900
11. Cost of making the improvement (all labor, material and overhead) \$ See Attached Work 135,377.21
12. Estimated market value of property after the improvements \$ \$230,000

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
Applicant [Signature] Date 10/01/2025

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____
Assessor/Director of Tax Equalization [Signature] Date 10-17-2025

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 _____

46

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY 

DATE: OCTOBER 27, 2025

SUBJECT: APPOINTMENTS TO THE HOUSING AND REDEVELOPMENT
AUTHORITY

The terms of Michael Leier and Kathleen Steffan on the Housing and Redevelopment Authority expired on September 30, 2025.

Mr. Leier is willing to continue his service on the Board; however, Ms. Steffan has resigned her position.

Jeff Germundson has submitted an application indicating an interest in serving on the Board 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: To approve the reappointment of Michael Leier and the appointment of Jeff Germundson to the Housing and Redevelopment Authority for three-year terms ending September 30, 2028.

mmappt25hra

Kember Anderson

From: noreply@fargond.gov
Sent: Wednesday, October 1, 2025 4:41 PM
To: Commissions Applications
Subject: New Form Submission: Getting involved in government

Name:
[Jeff Germundson]

Mailing Address:
[REDACTED]

City:
[Fargo]

State:
[North Dakota]

Zip:
[58102]

Work Phone:
[REDACTED]

Home Phone:
[REDACTED]

E-mail:
[REDACTED]

For which boards or commissions would you like to be considered?

[Housing & Redevelopment Authority]

Briefly state why you would like to be on this panel:

[I have been encouraged to apply for a vacancy on this board, and am a RAB member for several years now. I am interested in maintaining and improving FHA affordable housing remit and mission.]

How many hours per month could you volunteer as a panel member?

[20-30 hrs.]

Please list any past experience you have with city government here or in other cities:

[I worked as a seasonal employee for three years with the street department of the City of Fergus Falls, Mn.]

Please describe any professional experience you have related to the responsibilities of the panel you are interested in:

[I worked for RJR Maintenance & Management as a maintenance technician, and office assistant for two and a half years in a public housing building.]

We will retain your application for three years and consider you for the board you have indicated interest in when a vacancy arises.