

FARGO CITY COMMISSION AGENDA
Monday, September 14, 2026 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for the purpose of receiving its attorney's advice regarding and in anticipation of reasonably predictable litigation involving former employees of the City and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of the City, which if held in public, would have an adverse fiscal effect on the City and to discuss negotiating strategy with its attorney or other negotiator regarding the reasonably predictable litigation which to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, August 31, 2026).

CONSENT AGENDA:

- 1. Receive and file an Ordinance Amending Section 8-1606 of Article 8-16, of Chapter 8 of the Fargo Municipal Code relating to Parking Tickets.
- 2. 1st reading of an Ordinances Relating to Licenses-Classifications, Licenses-Fees and Issuance and Transfer of Licenses – Restrictions – Hearing Required for Proposed Class "Airport" Alcoholic Beverage License and Resolution.
- 3. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo of 1334 1st Avenue South, Fargo, North Dakota.
- 4. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo on 1433 4th Avenue South, Fargo, North Dakota.
- 5. Applications for property tax exemptions for improvements made to buildings.
- 6. Renewal of Alcoholic Beverage Licenses and Live Entertainment Licenses until 9/30/27, contingent upon all essential requirements for renewal having been met by 9/30/26.

7. Applications for Site Authorization Games of Chance.
8. Applications for Games of Chance.
9. 2027 City Commission meeting dates.
10. Amended Cost Participation and Maintenance Agreement with the NDDOT for Improvement District No. BR-23-A1.
11. Declare protests insufficient for Improvement District No. AN-26-D.
12. Declare protests insufficient for Improvement District No. BR-23-A.
13. Declare protests insufficient for Improvement District No. BR-26-G.
14. Bid Advertisement for Project No. UR-26-H (Sanitary Sewer Manhole Repairs.)
15. Change Order No. 1 in the amount of \$10,784.00 for Project No. TM-26-B1.
16. Change Order No. 1 in the amount of \$31,105.00 for Project No. TM-26-A1.
17. Contract Amendment No. 4 in the amount of \$561,324.00 (\$280,662.00 City of Fargo's share) for Project No. QN-23-B0.
18. Amendment to Memorandum of Understanding Regarding Construction, Maintenance and Purchase Option with the Fargo Park District for the Southwest Metro Regional Storm Water Pond.
19. FARGODOME Rental Loader Contract with Transource Truck & Equipment in the amount of \$24,975.00.
20. Independent Auditor's report and the City's Annual Comprehensive Financial Report for the year ending 12/31/25.
21. Items from FAHR meeting:
 - a. Grant Award and Acceptance of the FY25 State and Local Cybersecurity Grant Program from the ND Department of Emergency Services in the amount of \$33,000.00 along with related budget adjustments.
 - b. Acceptance of a donation from Cleo Erickson in the amount of \$25,000.00 for the Harm Reduction Programs of Fargo Cass Public Health and related budget adjustment.
22. Contract Between Fargo Fire Department and First Due for Electronic Inspection, Testing and Maintenance (ITM) Portal.
23. Memorandum of Understanding between Fargo Fire Department and the Municipal Airport Authority.
24. Benefit renewals effective 1/1/27.
25. Resolution approving Plat of Eagle Valley Sixth Addition.
26. Equipment Lease Agreement between City of Fargo and PCI Municipal Services, LLC for two parking scooters (RFP26022).

27. 2026 Rental Contract with RDO Equipment with option to extend up to two years in the amount of \$90,000.00 for motor graders for the Street Department (RFP26274).
28. 2026 Rental Contract with Transource Truck & Equipment with option to extend up to two years in the amount of \$39,950.00 for wheel loaders for the Street Department (RFP26275).
29. Bid award to Northdale Oil, Inc. for fuel purchasing in the 1st and 2nd Quarters of 2027 and execute the Forward Fuel Contract (RFP27002).
30. Services Contract Amendment No. 1 to Transit U-Pass Fee Agreement between Minnesota State University Moorhead and the City of Fargo.
31. Task Order No. 25 with Apex Engineering Group in the amount of \$276,110.00 for Evaluation, Design, Planning Specifications and Bidding Services for Project No. WW1701 (Water Reclamation Facility Phase II B Improvements).
32. Amendment No. 1 to Task Order No. 16 with AE2S in the amount of \$106,800.00 for Project No. WW2353 (Regional Service Planning).
33. Change Order No. 1 with Johnson and Schock Excavating, LLC in the amount of \$28,000.00 and a 7-day time extension for Project No. WA2509.
34. Bills.

REGULAR AGENDA (Public Hearings at 5:05 p.m.):

35. **PUBLIC HEARING** - Annexation of 122.95 acres, more or less located in a portion of the North Half of Section 10, Township 138 North, Range 49 West, of the 5th Principal Meridian, Cass County, North Dakota.
 - a. 1st reading of annexation Ordinance.
36. **PUBLIC HEARING** - Covey Ranch Third Addition (6455, 6620, 6630 and 6750 43rd Street South; 3785, 3800, 3900, 4000 and 4360 64th Avenue South; 6536, 6688 and 6800 45th Street South); approval recommended by the Planning Commission on 1/6/26; continued from the 12/2/25 Regular Meeting:
 - a. Zoning Change from AG, Agricultural to AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay and P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Covey Ranch Third Addition.
 - d. Developer Agreements with Dabbert Custom Homes LLC, Brookstone Property LLC, Enclave Manager LLC and Bank Forward for Covey Ranch Third Addition.
 - e. Infrastructure Request for Covey Ranch Third Addition (Improvement District No. BN-26-D1).
37. **PUBLIC HEARING** – Public comment on the 2027 Preliminary Budget.
38. Agreement for Property Demolition with Master Construction Co. Inc. for 1544 3rd Avenue South (RFP26170).
39. Liaison Commissioner assignment updates.

40. **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 [here](#)).**

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 staff adequate time to make arrangements.

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

MEMORANDUM

TO: Board of City Commissioners

From: Maegin Elshaug, Planning Coordinator

Date: September 9th, 2026

RE: Annexation by Petition for a Portion of the North Half of Section 10, Township 138 North, Range 49 West, of the 5th Principal Meridian, Cass County, North Dakota

September 14th, 2026 is the date advertised for the presentation to the City Commission of a petition of annexation of a portion of the North Half of Section 10, Township 138 North, Range 49 West.

The petition for annexation was brought forward by the land owners, who own the entire property proposed to be annexed. The property is undeveloped and currently used for agriculture purposes. 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 from the public.

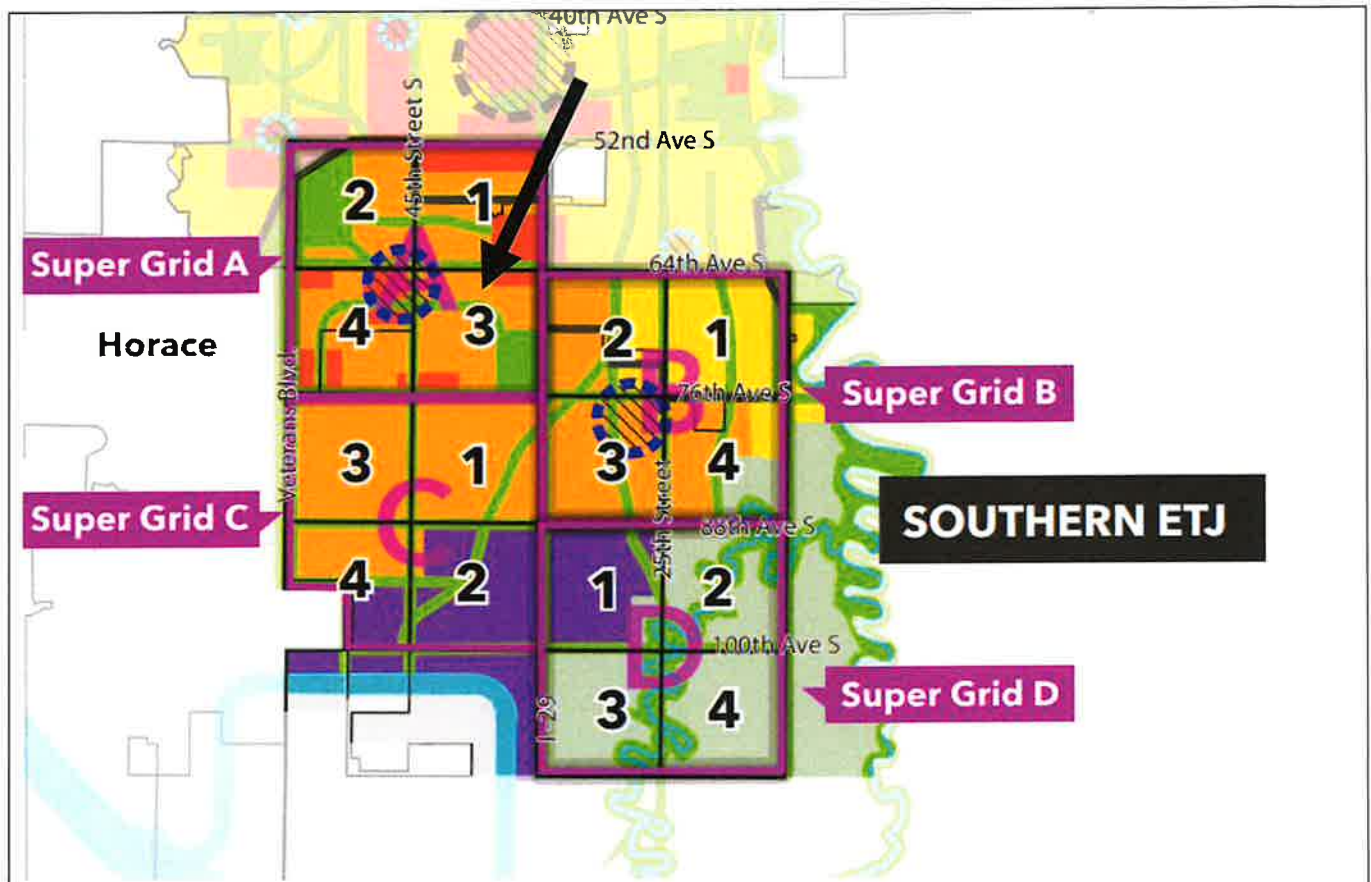
The property is proposed to be developed as a commercial and residential development. The proposed development is titled Covey Ranch Third Addition. The boundaries of the annexation and corresponding legal description are attached.

As this annexation is from a petition by the property owner, the City Attorney has prepared an ordinance that is attached to this packet.

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 a portion of the North Half of Section 10, Township 138 North, Range 49 West, of the 5th Principal Meridian, Cass County, North Dakota as depicted in the attached map and legal description.

City of Fargo Staff Report			
Title:	Annexation of a portion of the North Half of Section 10, Township 138 North, Range 49 West	Date: Update: Update:	11/25/2025 12/30/2025 9/9/2026
Location:	6620, 6630, and 6750 43rd Street South; 3800 and 3900 64th Avenue South; 6688 and 6800 45th Street South	Staff Contact:	Maegin Elshaug, Planning Coordinator
Legal Description:	Portion of the North Half of Section 10, Township 138 North, Range 49 West, of the 5th Principal Meridian, Cass County, North Dakota		
Owner(s)/Applicant:	Enclave Covey, LLC / Dabbert Custom Homes, LLC / Brookstone Property, LLC / City of Fargo	Engineer:	Moore Engineering
Entitlements Requested:	Approval of a property-owner initiated annexation		
Status:	City Commission Public Hearing: September 14, 2026		
Proposal:			
The applicant requests one entitlement: 1. Annexation of an approximately 122.95 acre portion of the North Half of Section 10, Township 138 North, Range 49 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: P/I, Public & Institutional with school use, and across 64th Avenue South is AG, Agricultural and LC, Limited Commercial with C-O, Conditional Overlay with agricultural use; • East: AG with agricultural uses; • South: AG with agricultural uses; • West: Across 45th Street South is AG with agricultural use.			
Area Plans:			
The proposed annexation area is adjacent to city limits and is depicted within Super Grid Number A3 of the Southern ETJ of the Fargo Growth Plan 2024, as shown on the graphic below. The Growth Plan designates the subject property as "Urban Neighborhood." Primary uses within this placetype include small lot single-family detached housing and duplexes. Secondary uses include triplex, quadplex, townhomes up to 10 units per building, pockets of multi-family structures, places of worship, schools, daycare centers, home offices, and neighborhood-scale retail and services. The development proposed by the Covey Ranch Third Addition is consistent with this place type.			



Staff Analysis:

LOCATION

The annexation area is within Fargo's four-mile extraterritorial jurisdiction (ETJ) and is contiguous with Fargo city limits on the north side. This 122.95 acre property, located between Interstate 29 and 45th Street South, is proposed to be annexed as part of a larger proposed subdivision, Covey Ranch Third Addition, described in "Concurrent Subdivision And Zone Change" below. The boundary of the annexation plat and the subdivision plat are not exact, as portions within the subdivision plat have previously been annexed.

OWNERSHIP

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).

The entire property involved in the annexation is owned by the applicants, Enclave Covey, LLC; Dabbert Custom Homes, LLC; Brookstone Property, LLC; and the City of Fargo. The City of Fargo owns areas of 64th Avenue South and 45th Street South, which are being dedicated part of the Covey Ranch Third Addition plat, as well as land intended for storm water purposes. 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.

CONCURRENT SUBDIVISION AND ZONE CHANGE

The entire annexation area will be incorporated into the proposed Covey Ranch Third Addition, which includes a subdivision and zone change. The subdivision will create 157 lots in 8 blocks, including five lots to remain as agricultural and undeveloped at this time; 142 lots for single-dwelling residences; two lots for multi-dwelling residences; five lots for commercial development; two lots for Park purposes to be owned by the Fargo Park District; and two lots for storm water purposes to be owned by the City of Fargo. The staff report for Covey Ranch Third Addition provides details of these applications. The Covey Ranch Third

Addition is going through the review and hearing process concurrently with this annexation, and is intended to appear after this item on the September 14, 2026 City Commission agenda.

PROCESS

Owner-initiated annexations are done by ordinance, pursuant to North Dakota Century Code Section 40-51.2. The annexation was noticed as required by that statute. When a copy of the ordinance and an accurate map of the annexed area, certified by the executive officer of the city, are filed and recorded with the county recorder, the annexation becomes effective. The annexation ordinance will have a second reading on the consent agenda of the September 28th, 2026 City Commission meeting.

Staff Recommendation:

To accept the findings and recommendations of staff and hereby waive the requirement to receive the annexation Ordinance one week prior to the first reading and place the annexation Ordinance on for first reading, and move to approve the proposed annexation of a portion of the North Half of Section 10, Township 138 North, Range 49 West, of the 5th Principal Meridian, Cass County, North Dakota, as depicted in the attached map and legal description.

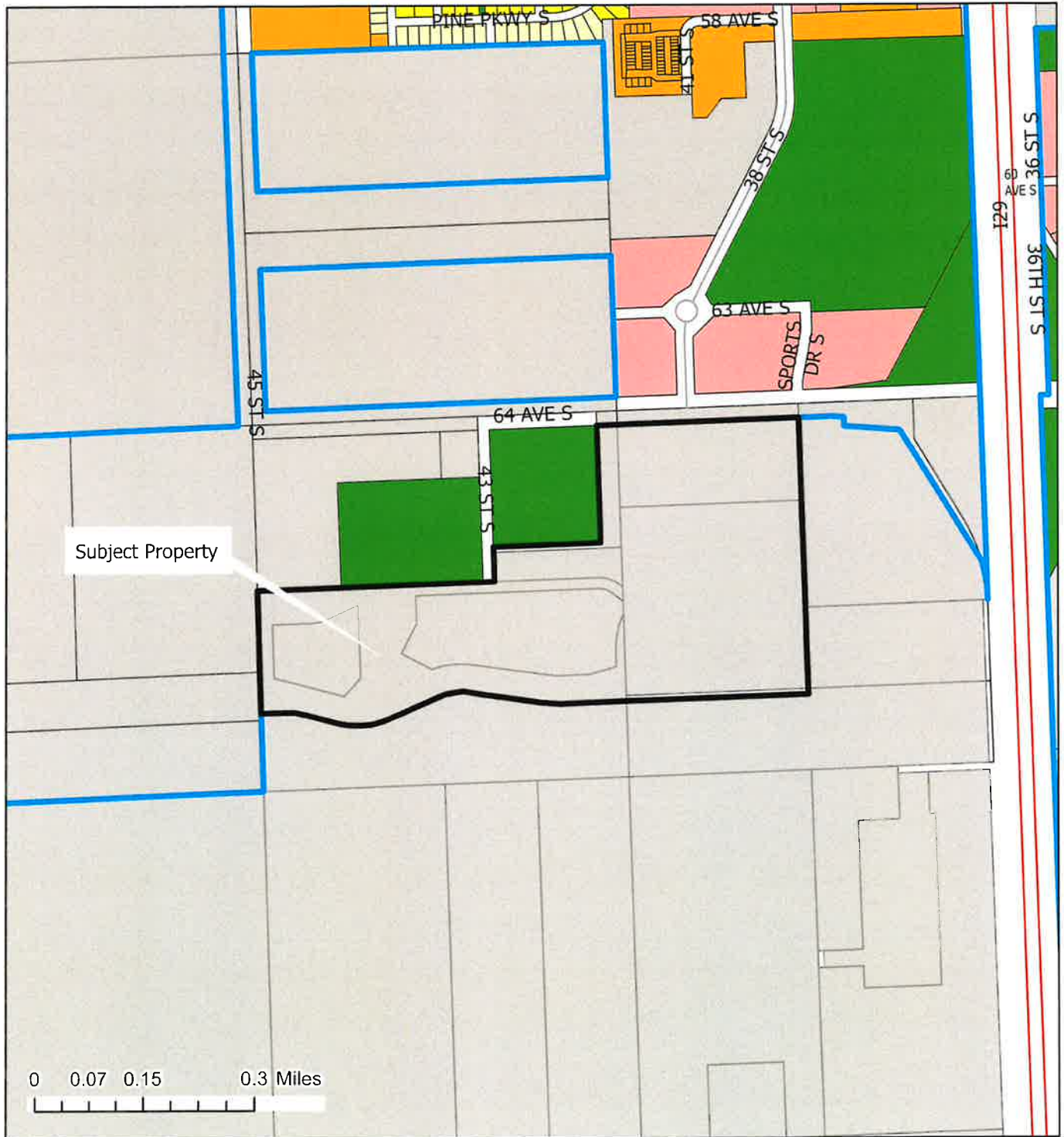
Attachments:

1. Zoning map
2. Location map
3. Annexation map
4. Annexation petition
5. Legal description of annexation area

Annexation

Portion of the north half of
Sec. 10, T138N, R49W

3800 & 3900 64th Avenue South;
6620, 6630 & 6750 43rd Street South;
6800 & 6688 45th Street South



Legend

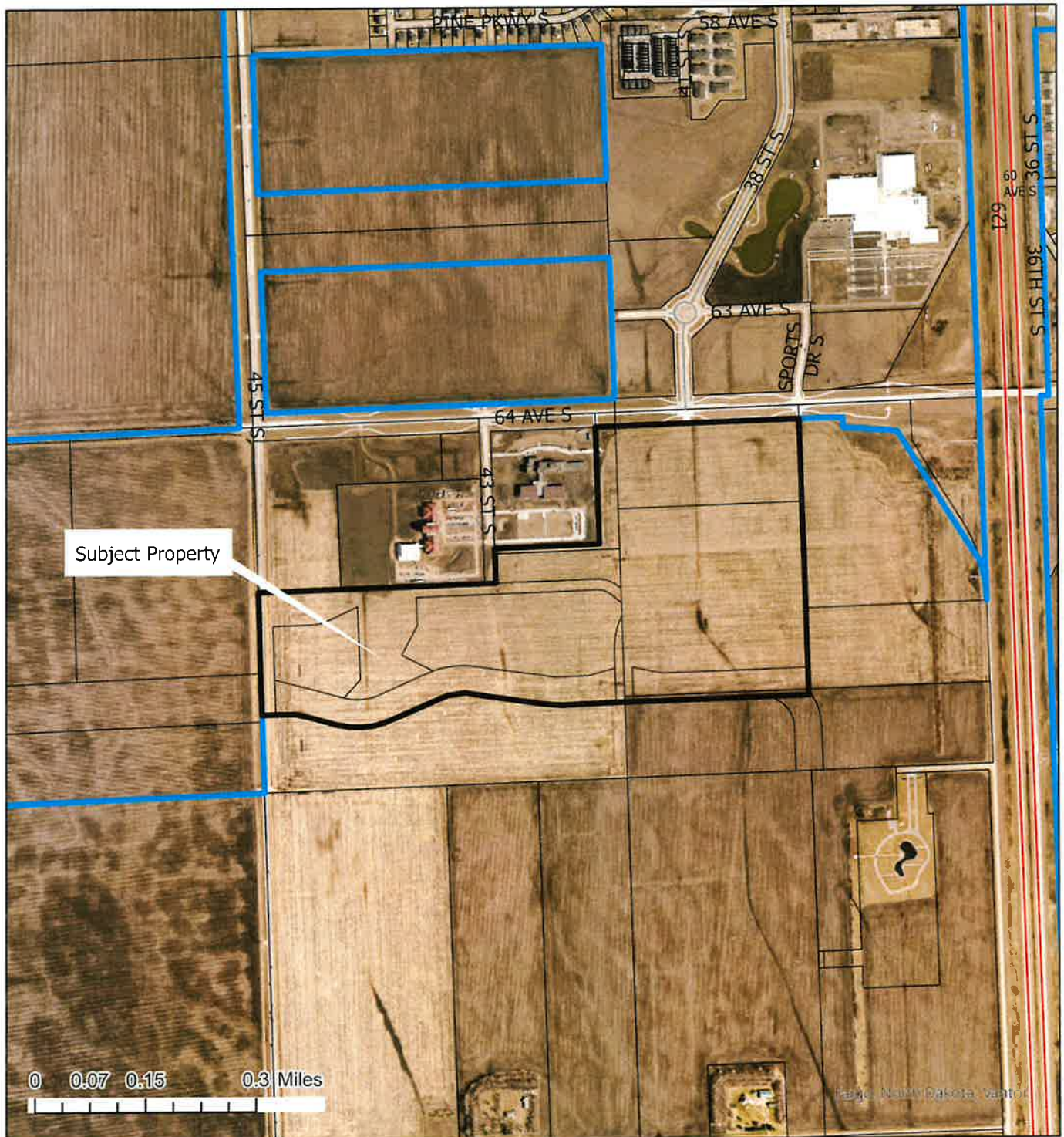
AG	LC	MR-3	SR-3
DMU	LI	NC	SR-4
GC	MHP	NO	SR-5
GI	MR-1	P/I	UMU
GO		SR-2	

Fargo Planning Commission
December 2, 2025

Annexation

Portion of the north half of
Sec. 10, T138N, R49W

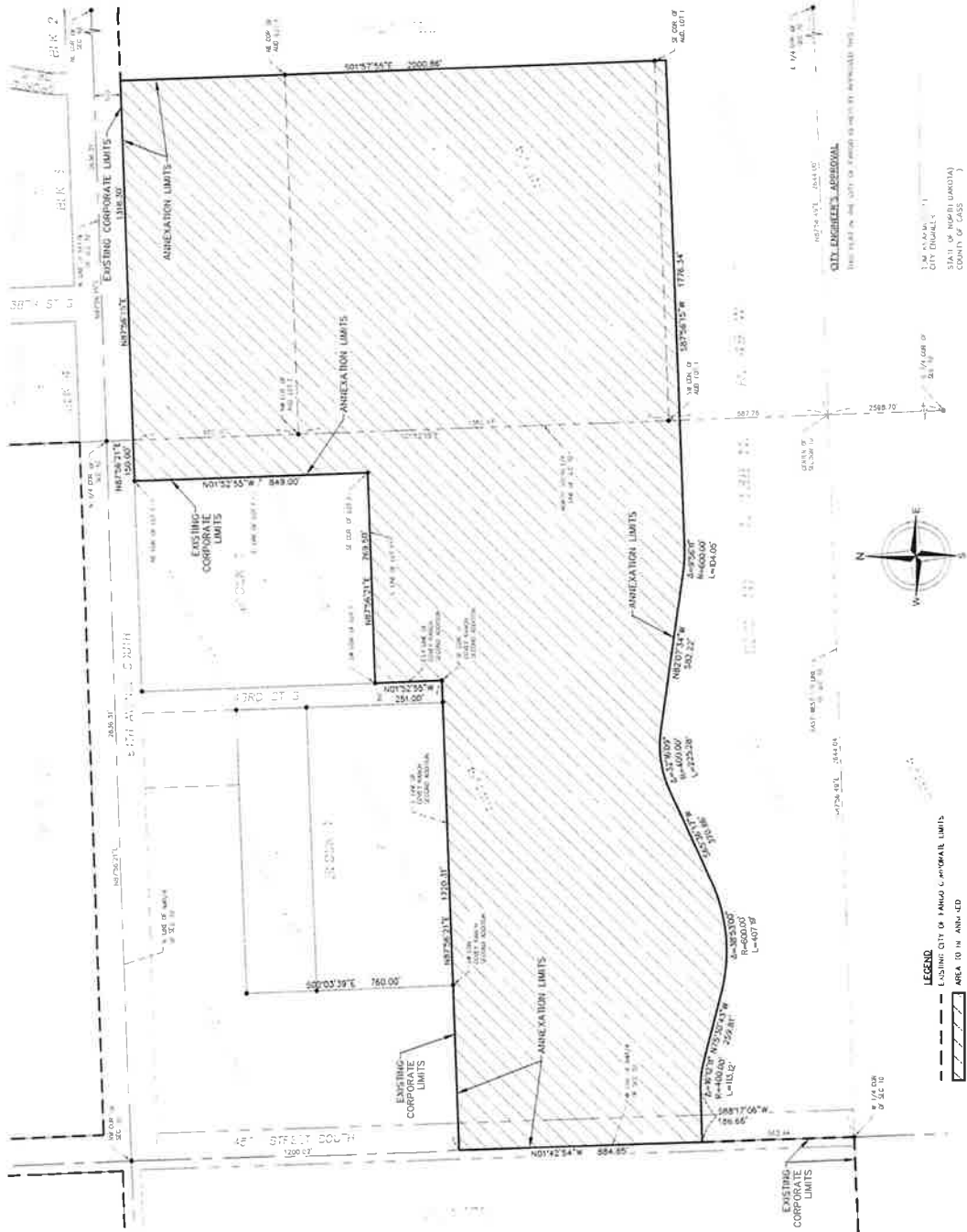
3800 & 3900 64th Avenue South;
6620, 6630 & 6750 43rd Street South;
6800 & 6688 45th Street South



Legend

City Limit

Fargo Planning Commission
December 2, 2025

[illegible]

SAID TRAFFIC CONTAINS 127.95 AMPS AND IS SUBJECT TO ALL LAWS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD IF ANY.

AARON SKATNUM
REGISTERED LAND SURVEYOR
NO. 65 6153

STATE OF NORTH CAROLINA

County of Cook)
City of Chicago)
SS:)
I,)
Notary Public in and for the State of Illinois)
do hereby certify that)
the foregoing is a true and correct copy of the)
original of the same as the same appears from the)
records of the)
County of Cook)
City of Chicago)
Notary Public in and for the State of Illinois)
My Commission Expires)

One term, *sub*, is used to indicate the position of the substituent on the ring. For example, 1,3-dichlorobenzene is also called *m*-dichlorobenzene, and 1,4-dichlorobenzene is also called *p*-dichlorobenzene.

THE NEW LIT. TR.
THE NEW LIT. TR.

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Office of the Vice President

FARGO CITY COMMISSION
APPROVED BY THE BOARD OF

[illegible]

ЖУРНАЛЪТЪ НА БЪЛГАРСКИЯ МАТРОН

STATE OF NORTH DAKOTA)

COUNT OF CASS)

ON (14) ... DAY OF
 ANNO SCILICET SEPTEMBRIS ANNO ...

IN AND WHO EXECUTED THE

NOTAR: PUBLIC CASES ONLY

2007-08

ME, A NOTARY PUBLIC IN APRIL
FOLLOWING TO ME TO IN THE PLE

THE TRIAL IN EXECUTED THE



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:

Part of Section 10, Township 138 North, Range 49 West. See attached Annexation Exhibit.

The undersigned further certifies that Dabbert Custom Homes, LLC is the owner of at least three-fourths in assessed value of the property hereinabove described.

Dated this 17TH day of October, in the year 2025

Signature

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF CASS)

On this 17th day of October, in the year 2025, before me, a notary public in and for said County and State, personally appeared Don Dabbert Jr., 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:

Auditor's Lot 1. See attached Annexation Plat for detailed description.

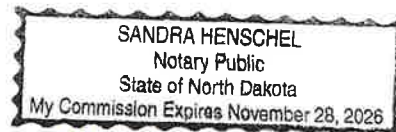
This is located in the NE 1/4 of Section 10, Township 138 N, Range 49 W

The undersigned further certifies that Brookstone Property, LLC is the owner of at least three-fourths in assessed value of the property hereinabove described.

Dated this 15th day of January, in the year 2024

Signature 

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



On this 15 day of January, in the year 2024, before me, a notary public in and for said County and State, personally appeared Matthew Harff, 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

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Part of Section 10, Township 138 North, Range 49 West. See attached Annexation Exhibit.

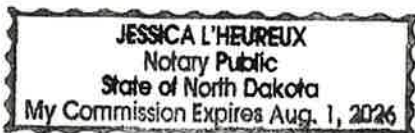
The undersigned further certifies that Enclave Covey, LLC is the owner of at least three-fourths in assessed value of the property hereinabove described.

Dated this 17TH day of October, in the year 2025

Signature

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

On this 17th day of October, in the year 2025, before me, a notary public in and for said County and State, personally appeared Austin J. Morris, who executed to foregoing instrument, and acknowledged to me that he/she executed the same.



Jessica L'Heureux
Notary Public
Cass County, North Dakota
My Commission Expires: Aug. 1, 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 North Half of Section 10, T138 N,
R49 W

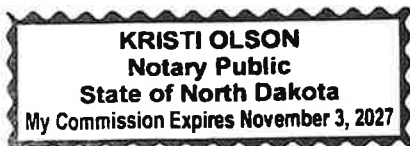
The undersigned further certifies that City of Fargo is the owner of at least three-fourths in assessed value of the property hereinabove described.

Dated this 18TH day of February, in the year 2026

Signature Nathan Boerboom

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

On this 18th day of February, in the year 2026, before me, a notary public in and for said County and State, personally appeared Nathan Boerboom, who executed to foregoing instrument, and acknowledged to me that he/she executed the same.



Kristi Olson
 Notary Public
 Cass County, North Dakota
 My Commission Expires:

THAT PART OF THE NORTH HALF OF SECTION 10, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 1 OF COVEY RANCH FIRST ADDITION TO THE CITY OF FARGO, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 87 DEGREES 56 MINUTES 21 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID BLOCK 1, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 150.00 FEET TO THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 10; THENCE NORTH 87 DEGREES 56 MINUTES 15 SECONDS EAST ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS, AND ALONG A LINE 100.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 A DISTANCE OF 1,318.30 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF AUDITOR'S LOT 1 OF SAID NORTHEAST QUARTER, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01 DEGREE 57 MINUTES 55 SECONDS EAST ALONG SAID NORTHERLY EXTENSION, AND ALONG THE EASTERLY LINE OF SAID AUDITOR'S LOT 1, AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 2,000.86 FEET TO A POINT ON A LINE LYING 40.00 FEET SOUTH OF, AS MEASURED AT A RIGHT ANGLE TO, AND PARALLEL WITH THE SOUTH LINE OF SAID AUDITOR'S LOT 1; THENCE SOUTH 87 DEGREES 56 MINUTES 15 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 1,776.34 FEET; THENCE WESTERLY 104.05 FEET ALONG A TANGENTIAL CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 56 MINUTES 11 SECONDS; THENCE NORTH 82 DEGREES 07 MINUTES 34 SECONDS WEST A DISTANCE OF 582.22 FEET; THENCE WESTERLY 225.28 FEET ALONG A TANGENTIAL CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 16 MINUTES 09 SECONDS; THENCE SOUTH 65 DEGREES 36 MINUTES 17 SECONDS WEST A DISTANCE OF 370.86 FEET; THENCE WESTERLY 407.19 FEET ALONG A TANGENTIAL CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 38 DEGREES 53 MINUTES 00 SECONDS; THENCE NORTH 75 DEGREES 30 MINUTES 43 SECONDS WEST A DISTANCE OF 259.81 FEET; THENCE WESTERLY 113.12 FEET ALONG A TANGENTIAL CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 16 DEGREES 12 MINUTES 11 SECONDS; THENCE SOUTH 88 DEGREES 17 MINUTES 06 SECONDS WEST A DISTANCE OF 186.66 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 01 DEGREE 42 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 884.85 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF COVEY RANCH SECOND ADDITION TO THE CITY OF FARGO, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 87 DEGREES 56 MINUTES 21 SECONDS EAST ALONG SAID WESTERLY

EXTENSION, AND ALONG THE SOUTHERLY LINE OF SAID COVEY RANCH SECOND ADDITION, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 1,720.31 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTH 01 DEGREE 52 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID COVEY RANCH SECOND ADDITION, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 251.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH 87 DEGREES 56 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 1, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 769.50 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01 DEGREE 52 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 1, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 849.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 122.95 ACRES, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

35a

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE ANNEXING A CERTAIN PARCEL OF LAND
2 LYING IN PART OF THE NORTH ½ OF SECTION 10, TOWNSHIP 138 NORTH
3 RANGE 49 WEST OF THE 5TH PRINCIPAL
 MERIDIAN IN CASS COUNTY, NORTH DAKOTA

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

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

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

11 NOW, THEREFORE,

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

13 Section 1. The following described property located as part of the North ½ of Section 10,
14 Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North
15 Dakota more particularly described as follows:

16 BEGINNING AT THE NORTHEAST CORNER OF BLOCK 1 OF COVEY RANCH
17 FIRST ADDITION TO THE CITY OF FARGO, ACCORDING TO THE RECORDED PLAT
18 THEREOF; THENCE NORTH 87 DEGREES 56 MINUTES 21 SECONDS EAST ALONG
19 THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID BLOCK 1, AND
20 ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 150.00
21 FEET TO THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 10; THENCE
22 NORTH 87 DEGREES 56 MINUTES 15 SECONDS EAST ALONG THE CURRENT CITY
23 OF FARGO CORPORATE LIMITS, AND ALONG A LINE 100.00 FEET SOUTHERLY OF,
 AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF
 THE NORTHEAST QUARTER OF SAID SECTION 10 A DISTANCE OF 1,318.30 FEET TO
 A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE
 EASTERLY LINE OF AUDITOR'S LOT 1 OF SAID NORTHEAST QUARTER,
 ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01 DEGREE 57
 MINUTES 55 SECONDS EAST ALONG SAID NORTHERLY EXTENSION, AND ALONG

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 THE EASTERLY LINE OF SAID AUDITOR'S LOT 1, AND THE SOUTHERLY
2 EXTENSION THEREOF A DISTANCE OF 2,000.86 FEET TO A POINT ON A LINE LYING
3 40.00 FEET SOUTH OF, AS MEASURED AT A RIGHT ANGLE TO, AND PARALLEL
4 WITH THE SOUTH LINE OF SAID AUDITOR'S LOT 1; THENCE SOUTH 87 DEGREES 56
5 MINUTES 15 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF
6 1,776.34 FEET; THENCE WESTERLY 104.05 FEET ALONG A TANGENTIAL CURVE,
7 CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL
8 ANGLE OF 09 DEGREES 56 MINUTES 11 SECONDS; THENCE NORTH 82 DEGREES 07
9 MINUTES 34 SECONDS WEST A DISTANCE OF 582.22 FEET; THENCE WESTERLY
10 225.28 FEET ALONG A TANGENTIAL CURVE, CONCAVE SOUTHERLY, HAVING A
11 RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 16 MINUTES 09
12 SECONDS; THENCE SOUTH 65 DEGREES 36 MINUTES 17 SECONDS WEST A
13 DISTANCE OF 370.86 FEET; THENCE WESTERLY 407.19 FEET ALONG A
14 TANGENTIAL CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET
15 AND A CENTRAL ANGLE OF 38 DEGREES 53 MINUTES 00 SECONDS; THENCE
16 NORTH 75 DEGREES 30 MINUTES 43 SECONDS WEST A DISTANCE OF 259.81 FEET;
17 THENCE WESTERLY 113.12 FEET ALONG A TANGENTIAL CURVE, CONCAVE
18 SOUTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 16
19 DEGREES 12 MINUTES 11 SECONDS; THENCE SOUTH 88 DEGREES 17 MINUTES 06
20 SECONDS WEST A DISTANCE OF 186.66 FEET TO THE WEST LINE OF THE
21 NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 01 DEGREE 42
22 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST
23 QUARTER, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A
DISTANCE OF 884.85 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY
EXTENSION OF THE SOUTHERLY LINE OF COVEY RANCH SECOND ADDITION TO
THE CITY OF FARGO, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE
NORTH 87 DEGREES 56 MINUTES 21 SECONDS EAST ALONG SAID WESTERLY
EXTENSION, AND ALONG THE SOUTHERLY LINE OF SAID COVEY RANCH SECOND
ADDITION, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A
DISTANCE OF 1,720.31 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE
NORTH 01 DEGREE 52 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF
SAID COVEY RANCH SECOND ADDITION, AND ALONG THE CURRENT CITY OF
FARGO CORPORATE LIMITS A DISTANCE OF 251.00 FEET TO THE SOUTHWEST
CORNER OF SAID BLOCK 1; THENCE NORTH 87 DEGREES 56 MINUTES 21 SECONDS
EAST ALONG THE SOUTH LINE OF SAID BLOCK 1, AND ALONG THE CURRENT
CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 769.50 FEET TO THE
SOUTHEAST CORNER THEREOF; THENCE NORTH 01 DEGREE 52 MINUTES 55

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 1, AND ALONG THE
2 CURRENT CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 849.00 FEET TO
3 THE POINT OF BEGINNING.

4 SAID TRACT CONTAINS 122.95 ACRES, more or less.

5 Section 2. Effective Date.

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

7
8
9 _____
10 Joshua A. Boschee, Mayor

11
12 ATTEST:

First Reading:
Second Reading:
Final Passage:

13
14
15 _____
16 Angie Bear, Deputy City Auditor on
17 behalf of City Auditor
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36a

City of Fargo Staff Report			
Title:	Covey Ranch Third Addition	Date: Update: Update:	11/25/2025 12/30/2025 9/9/2026
Location:	6455, 6620, 6630, and 6750 43rd Street South; 3785, 3800, 3900, 4000 and 4360 64th Avenue South; 6536, 6688, and 6800 45th Street South	Staff Contact:	Maegin Elshaug, planning coordinator
Legal Description:	Portion of the North Half of Section 10, Township 138 North, Range 49 West of the Fifth Principal Meridian, to the City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Enclave Covey, LLC / Dabbert Custom Homes, LLC / Brookstone Property, LLC / Bank Forward / City of Fargo / Moore Engineering, Inc.	Engineer:	Moore Engineering, Inc
Entitlements Requested:	Zone Change (from AG, Agricultural to AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay, and P/I, Public and Institutional) and Major Subdivision (a plat of a portion of the North Half of Section 10, Township 138 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota)		
Status:	City Commission Public Hearing: September 14 2026		

Existing	Proposed
Land Use: agricultural	Land Use: Agriculture, Commercial, Residential, and Public & Institutional
Zoning: AG, Agricultural	Zoning: AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay, and P/I, Public and Institutional
Uses Allowed: AG – Agricultural. Allows detached houses, parks and open space, safety services, basic utilities, and crop production and certain telecommunication facilities.	Uses Allowed: AG – Agricultural. Allows detached houses, parks and open space, safety services, basic utilities, and crop production and certain telecommunication facilities. SR-4 Allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, basic utilities and certain telecommunications facilities. 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, basic utilities and certain telecommunication facilities. P/I – Public and 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 telecommunication facilities. LC – Limited Commercial. Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, basic utilities, offices, off premise advertising signs, commercial parking, retail sales and service, self-service storage, vehicle repair, limited vehicle service, and certain telecommunications facilities. A C-O, Conditional Overlay will be applied to property zoned MR-3, Multi-Dwelling Residential and LC, Limited Commercial that provides development standards and prohibits uses.
Maximum Lot Coverage Allowed: AG – 1 dwelling unit per 10 acres	Maximum Density Allowed: AG – 1 dwelling unit per 10 acres SR-4 allows a maximum 12.1 units per acre MR-3 allows a maximum of 24 units per acre
	Maximum Lot Coverage Allowed: LC allows a maximum 55% building coverage P/I dimensional standards of adjacent zoning districts

Proposal:

The applicant requests two entitlements:

1. A major subdivision, entitled **Covey Ranch Third Addition**, a plat of a portion of the North Half of Section 10, Township 138 North, Range 49 West of the Fifth Principal Meridian, to the City of Fargo, Cass County, North Dakota
2. A zoning change from AG, Agricultural to AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial 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: P/I, Public & Institutional with school use, and across 64th Avenue South is AG, Agricultural and LC, Limited Commercial with C-O, Conditional Overlay with agricultural use;
- East: AG with agricultural uses;
- South: AG with agricultural uses;
- West: Across 45th Street South is AG with agricultural use.

Area Plans:

Fargo's Growth Plan 2024 was adopted in August 2024. The placetype for the subject property is designated as Urban Neighborhood. Primary uses within this placetype include small lot single-family detached housing and duplexes. Secondary uses include triplex, quadplex, townhomes up to 10 units per building, pockets of multi-family structures, places of worship, schools, daycare centers, home offices, and neighborhood-scale retail and services. The proposed zoning and development for this subdivision is consistent with this placetype designation.

Context:

Neighborhood: A portion that is already annexed is part of The District currently, and it is anticipated once the remainder is annexed, The District neighborhood will be expanded.

Schools: The subject property is located within the Fargo School District, specifically Kennedy Elementary, Discovery Middle and Davies High schools. Additionally, the Capstone Academy (6565 43rd Street South) and North Dakota State College of Science (4230 64th Avenue South) have facilities located directly adjacent to the plat.

Parks: Park dedication is being provided on Lot 2, Block 2 (6.31 acres) and Lot 22, Block 8 (6,652 square feet), as shown on the plat.

Pedestrian / Bicycle: See "PATH CONNECTIVITY" below.

Transit: The subject property is not on a MATBUS route at this time.

Staff Analysis:PROJECT NOTE

At the December 2, 2025 Planning Commission meeting, staff presented the applications and a public hearing was held. Staff recommended continuation to provide additional time to coordinate with the applicants. The Planning Commission continued the items to the January 6, 2026 Planning Commission meeting.

MASTER PLAN

This area of land has been discussed with staff a number of times over the years for nearly two decades. Most recently, staff from the Engineering and Planning, along with Public Works and Fire, as well as the Fargo Park District staff, has had increased coordination over the last several years as the owners work through their development plans. As they have refined their vision for the area, staff have been working collectively on master planning efforts for a cohesive development for these approximately 153 acres, as well as development to the east and south, including roadway alignment, type and connectivity, driveway access management, storm water management via storm water channel location and crossings, development vision and design standards, pedestrian connectivity, and park and open space amenities. The Fargo Park District has also been coordinating with the owners for park needs and dedication, and park design. Information on these items is detailed below. Attached to the packet is the applicants master plan for the development.

GROWTH PLAN

Fargo's Growth Plan 2024 was adopted in August 2024. The placetype for the subject property is designated as Urban Neighborhood and is consistent with the proposed development. Primary uses

within this placetype include small lot single-family detached housing and duplexes. Secondary uses include triplex, quadplex, townhomes up to 10 units per building, pockets of multi-family structures, places of worship, schools, daycare centers, home offices, and neighborhood-scale retail and services. The proposed zoning and development for this subdivision is consistent with this placetype designation.

SUBDIVISION AND ZONE CHANGE

The plat is approximately 153.41 acres and will create a total of 158 lots, to be zoned as shown in the following chart.

BLOCK	LOT	ZONING	LAND USE	COMMENT
1	1, 2	AG	Undeveloped at this time	For future development – see “AG Zoned Lots” below
2	1	AG*	Undeveloped at this time*	For future development – see “AG Zoned Lots” below*
2	2	P/I	Public Park	To be conveyed to Fargo Park District
2	3	AG*	Undeveloped at this time*	For future development – see “AG Zoned Lots” below*
2	4	P/I	Storm Water Channel	City of Fargo
3	1	AG*	Undeveloped at this time*	For future development – see “AG Zoned Lots” below*
3	2	MR-3	Multi-Dwelling Residential	With conditional overlay
3	3-6	LC	Commercial	With conditional overlay
4	1	LC	Commercial	With conditional overlay
5	1	MR-3	Multi-Dwelling Residential	With conditional overlay
5	2-27	SR-4	Single-Dwelling Residential	Detached, possible attached twinhomes
6	1-39	SR-4	Single-Dwelling Residential	Detached, possible attached twinhomes
7	1-46	SR-4	Single-Dwelling Residential	Detached, possible attached twinhomes
8	1	P/I	Storm Water Channel	City of Fargo
8	2-21, 23-33	SR-4	Single-Dwelling Residential	Detached, possible attached twinhomes
8	22	P/I	Public Park	To be conveyed to Fargo Park District

***PROJECT NOTE 9/9/2026:**

The chart above has been updated to reflect changes to the zone change request. More information is noted at the end of the staff report in sections titled “Special Assessment Deferral and “Update to Zone Change Request”.

SR-4 Zoned Lots

The 142 proposed SR-4 zoned lots primarily range in size from 3,850 square feet to under 6,000 square feet, with several larger lots up to 10,422 square feet due to roadway and lot configuration. Lot widths range primarily from 35 to 50 feet, with several lots exceeding that up to approximately 73 feet along 40th Street South due to roadway configuration. These lots are intended primarily to be detached housing, but may include some two-unit attached twinhomes, each on their own lot.

MR-3 Zoned Lots

The two MR-3 lots are intended for multi-dwelling development. These include Lot 2, Block 3; and Lot 1,

Block 5. Maximum density in the MR-3 is 24 dwelling units per acre, however, information provided by the applicants state that these lots are intended be higher density, proposing over 50 units per acre, which would exceed current Land Development Code requirements. The applicants may intend to development these lots in a future phase, perhaps after the new Land Development Code has been adopted. The MR-3 lots will have a conditional overlay that provides site and building design standards. Details of this are in the “Conditional Overlay” section below.

LC Zone Lots

The five LC lots are intended for commercial development. These include Lots 3-6, Block 3; and Lot 1, Block 4. The development for these lots is not known at this time. The LC lots will have a conditional overlay that provides site and building design standards. More information on this in the “Conditional Overlay” section below.

AG Zoned Lots

Lots 1 and 2, Block 1, Lots 1 and 3, Block 2, and Lot 1, Block 3 will continue to be zoned AG, Agricultural. The owners intend to develop these lots in a future phase, perhaps after the new Land Development Code has been adopted. Lot 1, Block 1, a deed-split lot, and Lot 1, Block 2 and Lot 1, Block 3 are non-confirming for size in the AG zoning district. The AG zone is intended to be an interim zoning. The applicant will apply to rezone these lots at the time they are intended to be developed. More information about zoning is noted at the end of the staff report in sections titled “Special Assessment Deferral and “Update to Zone Change Request”.

P/I Zoned Lots

The four P/I zoned lots which are intended for public park/public park access and storm water channel. These park lots (Lot 2, Block 2 and Lot 22, Block 8) will be owned by the Fargo Park District and the storm water channel lots (Lot 4, Block 2 and Lot 1, Block 8) are owned by the City of Fargo.

Conditional Overlay

A conditional overlay will be included on all LC and MR-3 zoned properties, which includes design and building standards on the site. The draft conditional overlay is attached and includes requirements related to building materials, façade treatment, color scheme, screening of nuisances (such as rooftop equipment, loading spaces, and dumpsters), on-site pedestrian circulation, and prohibiting certain uses. It is generally consistent with other conditional overlays along and nearby arterial roads in south Fargo.

ROADWAYS, CONNECTIVITY AND ACCESS

The lots will be accessed by way of dedicated public streets or access easements. Necessary right-of-way will be dedicated with the plat, as shown in the chart below.

STREET	CLASSIFICATION	COMMENT
45 th Street South	Mixed Use Arterial	ROW dedication
64 th Avenue South	Mixed Use Arterial	ROW dedication
40 th Street South	Mixed Use Collector	Continues and aligns with 38 th Street on the north
Sports Drive South	Mixed Use Neighborhood	Half of ROW dedicated; Continues existing street
65 th Avenue South	Mixed Use Neighborhood	New Street; includes temporary turnaround
67 th Avenue South*	Mixed Use Collector and Residential Neighborhood	New Street

Drift Avenue South	Residential Neighborhood	New Street
Ridge Avenue South	Residential Neighborhood	New Street
Covey Ranch Street South	Residential Neighborhood	New Street

***PROJECT NOTE 9/9/2026:**

The naming of 67th Avenue South has been updated from the previously proposed 66th Avenue South. More information is noted at the end of the staff report in the section titled "Street Name and Access Changes".

Connectivity

Coordination with the applicants and adjacent property owners have occurred over the last several years to ensure necessary roadway alignment and connectivity for the area. This area has unique considerations due to the number of different property owners and constraints of crossings related to Interstate 29 and the storm water channel.

Several roadways, as well as half of Sports Drive South, are being dedicated that will extend to the plat boundary, including 40th Street South, 67th Avenue South, and Sports Drive South. When the adjacent properties are platted, they will need to dedicate right-of-way for continuity of these streets.

Roundabout

A 120-foot diameter roundabout will be constructed at the intersection of 40th Street South and 65th Avenue South, and will include medians for a distance north and south along 40th Street South which will limit access to right-in, right out servicing Lots 3-6, Block 3 and Lot 1, Block 4. A shared access easement is provided to allow access west into Block 3 from the roundabout.

Access Restrictions and Turnaround

Access points along 45th Street South and 64th Avenue South at approximately 1/8-mile intervals outside of streets into the development will be limited in the future to right-in, right-out movements, at the discretion of the City and as traffic volumes increase and necessitate the change. Access from 64th Avenue South on to Sports Drive South will be a three-quarter access at the time interchange improvements from I29 are constructed in order to meet North Dakota Department of Transportation requirements. The ramps are programmed for 2028.

The plat dedicates half of the right-of-way for Sports Drive South. Sports Drive South will not be constructed until the total width necessary is acquired. A temporary turnaround will be constructed at the east end of 65th Avenue South within the right-of-way and a temporary street and utility easement that will go in tandem with the plat. The turnaround will be 96-foot in diameter and be constructed to City standards. In the future, when Sports Drive South is constructed, the turnaround will be removed. Cost of the turnaround will be by the benefitting properties. More information is noted at the end of the staff report in the section titled "Street Name and Access Changes".

Negative Access Easements

The plat depicts negative access easements (NAEs) along 40th Street South (mixed-use collector street), including side yards of the residential lots, as well as areas on 65th Avenue South, 67th Avenue South, and Sports Drive South. Small NAEs are depicted along the local residential streets where the lot widths are narrower than 50 feet. The NAEs are intended to manage driveway widths and locations, provide space for street parking, and restrict access to the residential lots from the collector roadway.

AMENITIES PLAN AND DEVELOPERS AGREEMENT

Staff has drafted an amenities plan and a developers agreement, which will include items specific to

design and construction of improvements, utility specifics, access management, storm water management, flood protection requirements, and special assessments. The amenities plan is attached.

PEDESTRIAN / PATH CONNECTIVITY

Planning, Engineering, and Park District staff have worked with the applicants to ensure path connectivity, especially due to site constraints, including the storm water channel that has limited vehicular crossing. Ten-foot off-street shared use paths are or will be located along both sides of the arterial roadways of 64th Avenue South and 45th Street South, with additional connectivity being provided along 67th Avenue South and 40th Street South, as well as on the north side of the storm water channel. An at-grade crossing will allow users to connect east-west at 40th Street South and a grade separated crossing will connect to the west at 45th Street South along the storm water channel. A shared use path will be located on the Park District property Lot 2, Block 2, and will cross the storm water channel into a future Park District property. This location will provide pedestrians connectivity at approximately every quarter-mile, as roadways crossing the channel are limited to 45th Street South and 40th Street South. Lot 22, Block 8 will be Park property and provide a connection from the neighborhood into the path system.

STORM WATER MANAGEMENT

Covey Ranch Third Addition is located within the service area of the Southwest Metro Regional Storm Water Pond (SW Metro Pond). The system will be designed to direct all storm water runoff to the storm water channel, which will be constructed as part of Covey Ranch Third Addition, and will ultimately drain into the SW Metro Pond, located west of 45th Street South.

TIMING OF INFRASTRUCTURE

The applicants have made an infrastructure request to the Engineering department, that includes all roadways (except for Sports Drive South). The conveyance channel and paths along it will be constructed as part of the infrastructure project. Shared use paths will be installed as necessary.

CONCURRENT ANNEXATION

A portion of the subject property is already within City limits (Block 1), while most of the subject property is currently in Fargo's four-mile extra-territorial jurisdiction (ETJ). The portion in the ETJ is the subject of an owner-initiated annexation. This annexation follows a different review path than the subdivision, but both the annexation and subdivision are intended to appear on the same City Commission agenda for final hearing. The annexation for a majority of the area of Covey Ranch Third Addition is going through the review and hearing process concurrently with these entitlements, and is intended to appear ahead of this item on the September 14, 2026 City Commission agenda.

Zone Change:

The LDC stipulates that the Planning Commission and Board of City Commissioners shall consider the following criteria in their review of zoning map amendment requests. Proposed zoning map amendments that satisfy all of the criteria may be approved.

Section 20-0906.F (1-4)

1. The requested zoning change is justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map;

The proposed zoning designations for the development on this property are AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay, and P/I, Public and Institutional. The LC zones will accommodate commercial development. The SR- and MR-zones will accommodate residential development. The proposed P/I zoning will accommodate the proposed public parks and storm water

channel. Five lots will be zoned AG, Agricultural, intended for a future phase of development. The proposed development is consistent with the Fargo Growth Plan 2024, including the placetype designation of Urban Neighborhood. 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. The City and other agencies will be able to provide necessary public services, facilities, and programs to serve the development allowed by the new zoning classification 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 or be accessed via a shared access easement. 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. A temporary turnaround will be provided at the east end of 65th Avenue South until the construction of Sports Drive South occurs. **(Criteria Satisfied)**

3. The approval will not adversely affect the condition or value of 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. The proposed amendment is consistent with the purpose of this LDC, the applicable 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)**

Major Subdivision

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

1. Section 20-0907 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 are AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay, and P/I, Public and Institutional. The LC zones will accommodate commercial development. The SR- and MR-zones will accommodate residential development. The proposed P/I zoning will accommodate the proposed public park and storm water channel. Five lots will be zoned AG, Agricultural, intended for a future phase of development. The proposed development is consistent with the Fargo Growth Plan 2024, including the placetype designation of Urban Neighborhood. 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 20-0907.4 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 are AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay, and P/I, Public and Institutional are consistent with the recently 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 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

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 design and construction of improvements, utility specifics, access management, storm water management, flood protection requirements, and special assessments. This amenities plan has been reviewed and signed by the applicants and reviewed by the Public Works Project Evaluation Committee (PWPEC). The amenities plan is attached. **(Criteria Satisfied)**

UPDATE 9/9/2026 AFTER THE JANUARY 2026 PLANNING COMMISSION MEETING:

UPDATE TO ZONE CHANGE REQUEST

As part of the infrastructure planning with the Engineering Department, after the Planning Commission hearing in January 2026, Enclave Covey LLC, owners of Lots 1 and 3, Block 2 and Lot 1 Block 3 has requested to keep the parcels unzoned and maintain AG, Agricultural at this time. These lots were intended to be zoned LC, Limited Commercial with C-O, Conditional Overlay (Lot 1, Block 2) and MR-3, Multi-Dwelling Residential with C-O, Conditional Overlay (Lot 3, Block 2 and Lot 1, Block 3). Future zoning in keeping with the original application and heard by the Planning Commission is committed as part of a three-year deferral agreement approved by the City Commission on June 22, 2026. Finalization of the zoning request will be stalled until the developer has a project ready for development or the termination of the three-year deferral agreement. All other zoning remains as proposed.

STREET NAME AND ACCESS CHANGES

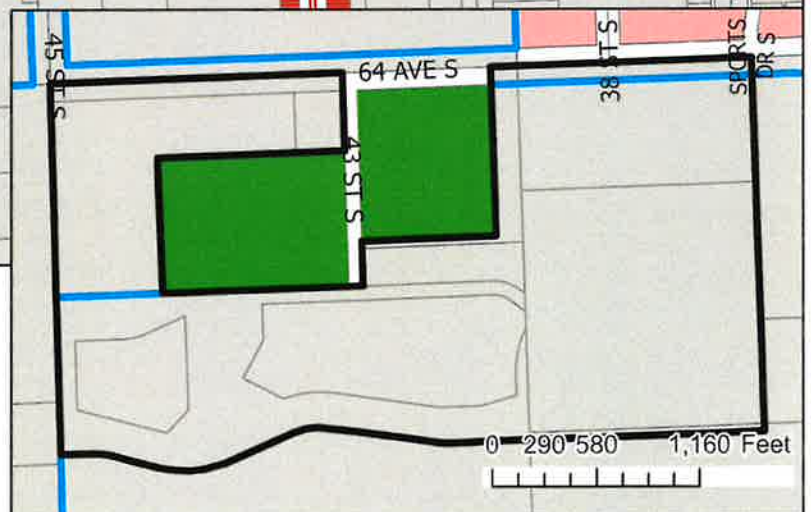
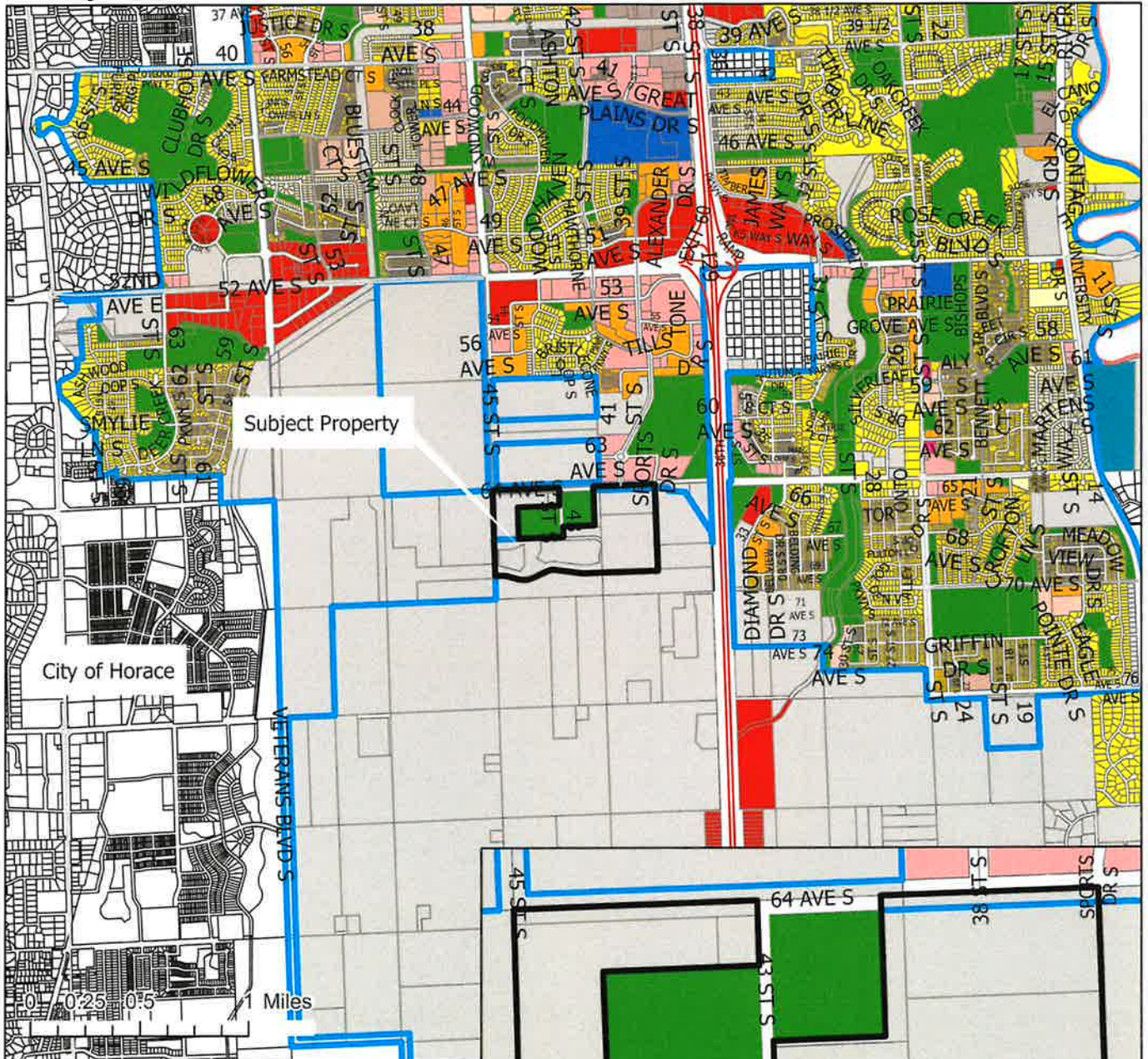
Since review by the Planning Commission, the land owner adjacent to Covey Ranch Third Addition submitted applications for annexation, subdivision, and zone change – the proposed Back 40 Addition (the entitlement applications were heard at the September 1, 2026 Planning Commission meeting). Through review of those applications and a traffic growth analysis completed by the City, items came up that affect this proposed plat, resulting in minor changes. The traffic analysis identified that the intersection at 64th Avenue South and Sports Drive South could be three-quarter access, previously thought to be a right-in/right-out only at Sports Drive South. This means that in addition to the right-in/right-out, a left turn from west-bound 64th Avenue South would be allowed. The intersection will not be a full access intersection due to NDDOT requirements and proximity to the proposed interstate ramps. Because of this change and increase in traffic counts, access into the first block has been restricted to only allow one access point. Additionally, due to nomenclature standards, 66th Avenue South will now be 67th Avenue South. The plat has been updated to address these items.

Staff Recommendation:
Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff hereby waive the requirement to receive the rezoning Ordinance one week prior to the first reading and place the rezoning Ordinance on for first reading, and move to approve the proposed 1) zone change from AG, Agricultural to AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of the Covey Ranch Third Addition, subdivision plat 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: January 6, 2026
At the January 6, 2026 Planning Commission hearing, that Commission, by a vote of 11-0, moved to accept the findings and recommendation of staff and recommended approval to the City Commission of the proposed 1) zone change from AG, Agricultural to AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of the Covey Ranch Third Addition, subdivision plat 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. Preliminary Plat 4. Conceptual Master Plan 5. Zoning Exhibit and Zoning Narrative from applicants 6. Amenities Plan

Major Subdivision & Zoning Change Change from AG, Agricultural to AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay, and P/I, Public and Institutional

6455, 6620, 6630 & 6750 43rd Street South;
3785, 3800, 3900, 4000 & 4360 64th Avenue South;
6536, 6688 & 6800 45th Street South

Covey Ranch Third Addition



Legend

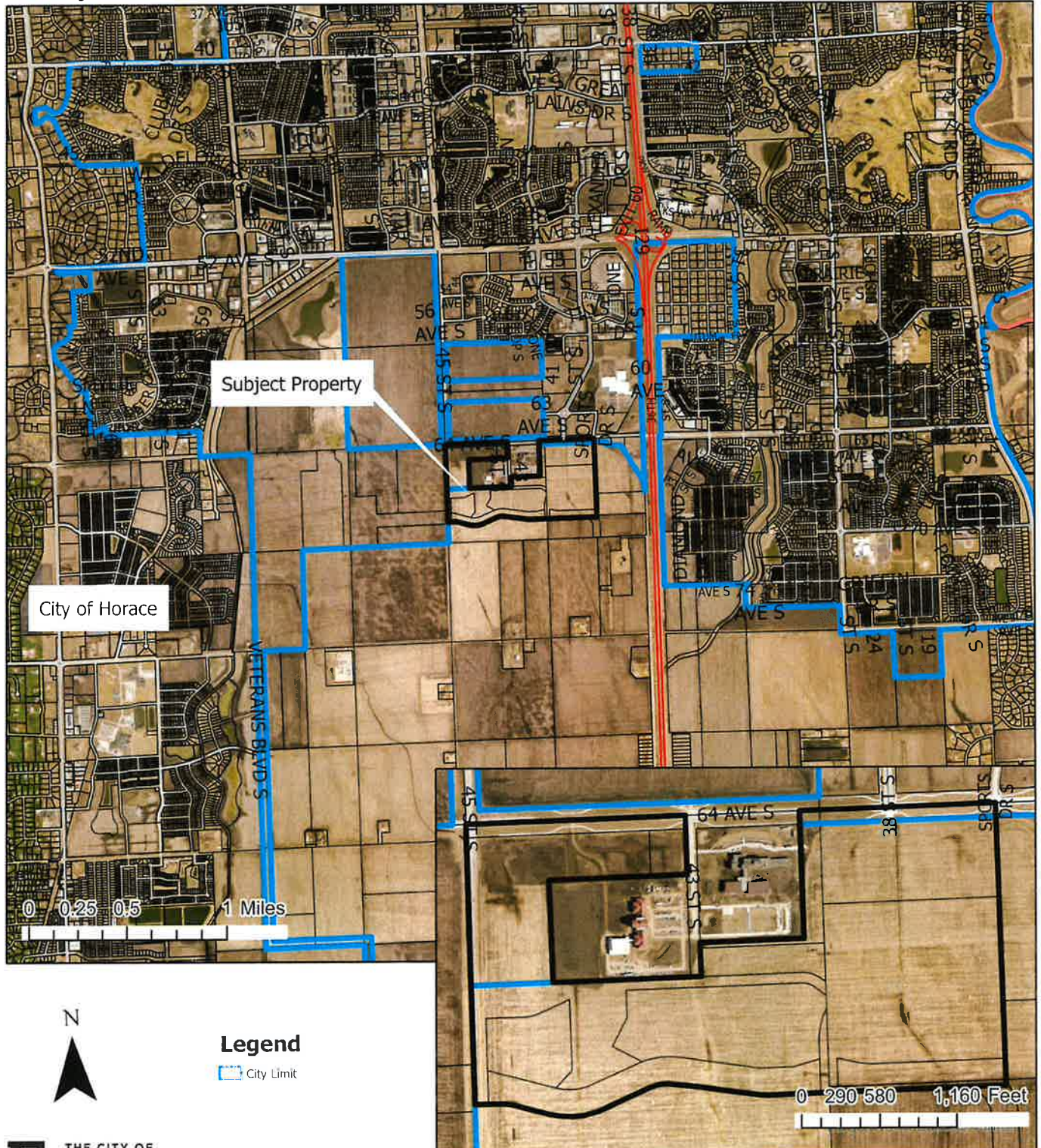
AG	LC	MR-3	SR-3
DMU	LI	NC	SR-4
GC	MHP	NO	SR-5
GI	MR-1	P/I	UMU
GO	SR-2		

City Limit

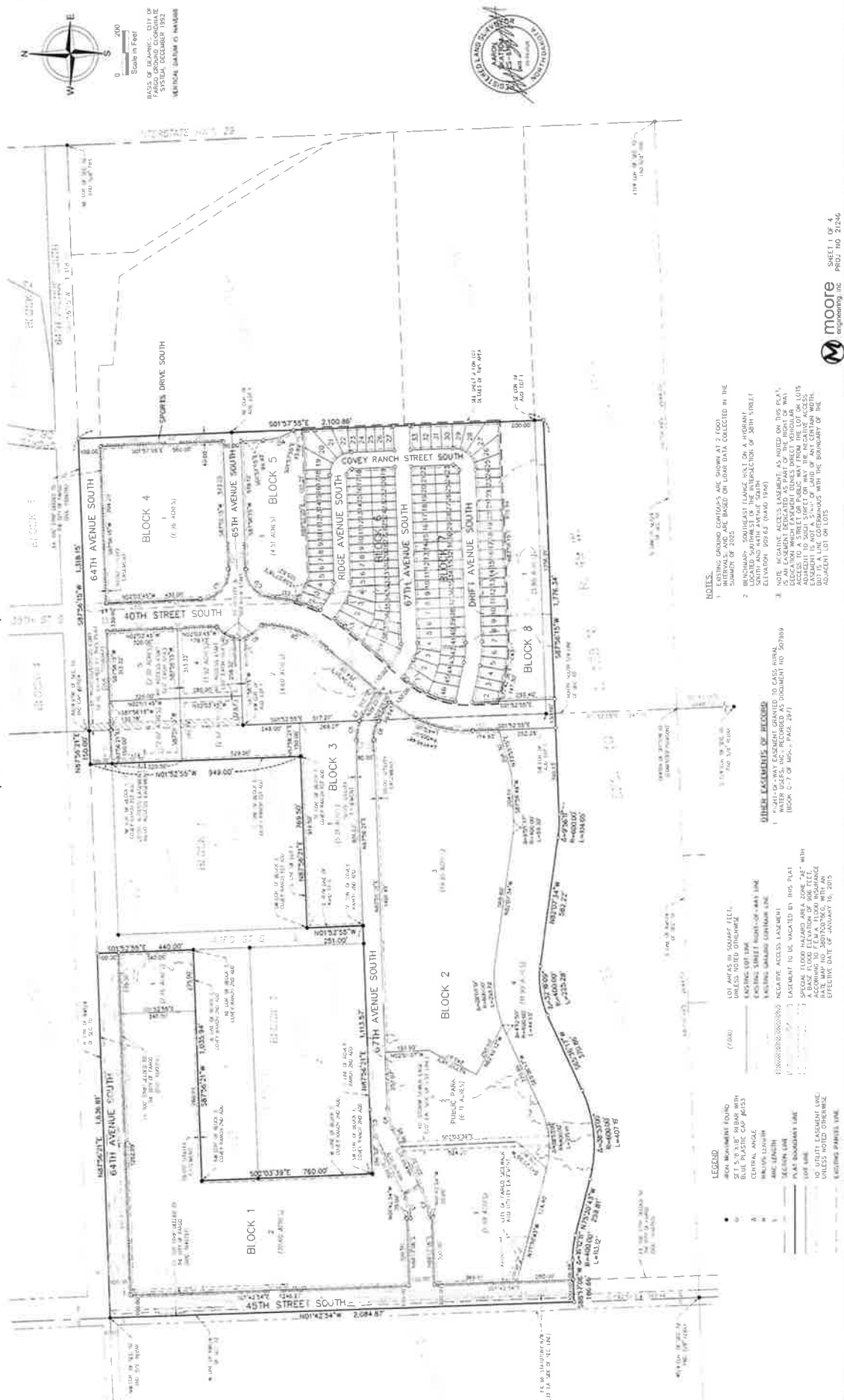
Major Subdivision & Zoning Change Change from AG, Agricultural to AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay, and P/I, Public and Institutional

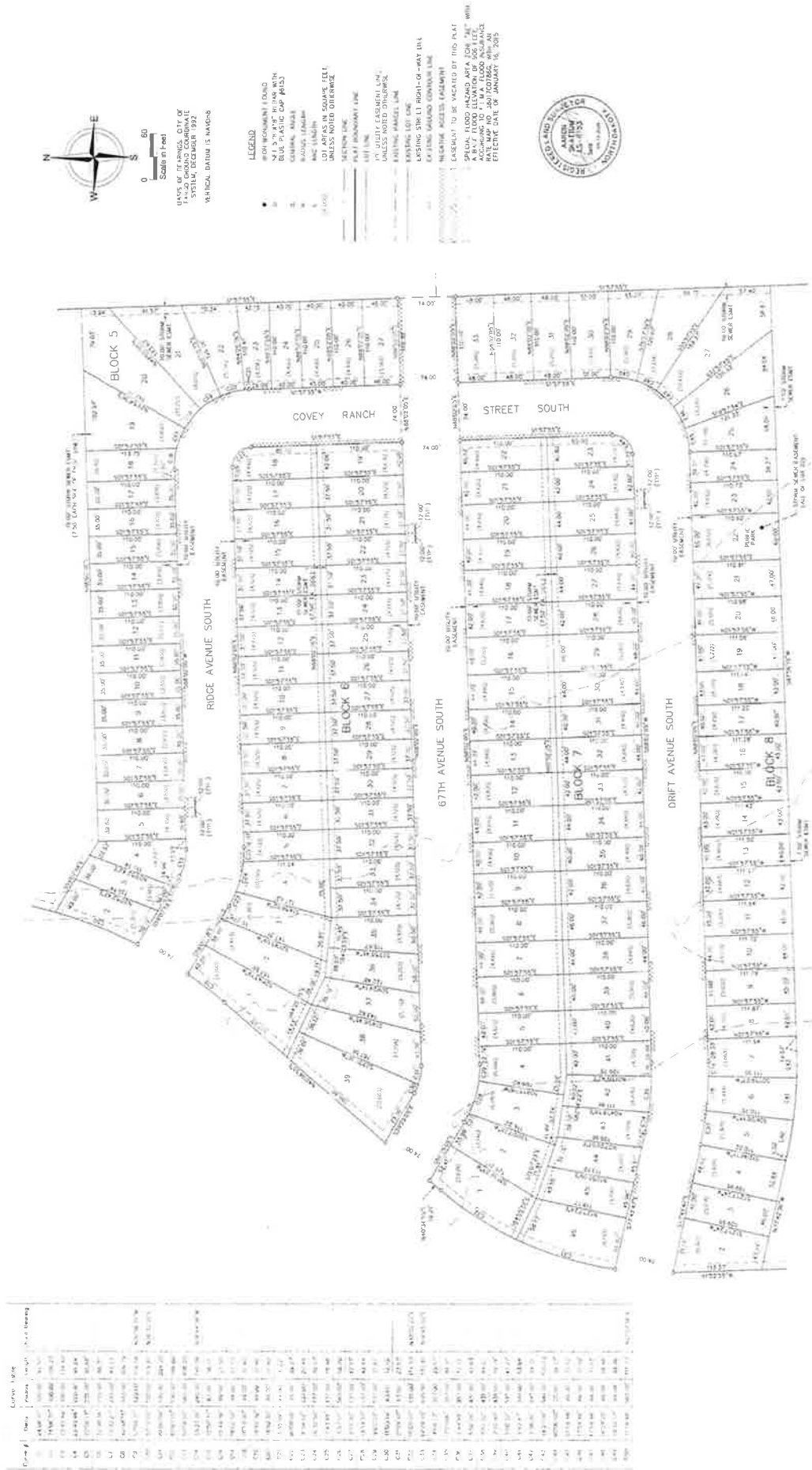
6455, 6620, 6630 & 6750 43rd Street South;
3785, 3800, 3900, 4000 & 4360 64th Avenue South;
6536, 6688 & 6800 45th Street South

Covey Ranch Third Addition



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





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

CERTIFICATE

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of North Dakota

LET ANYONE OF WHOM THIS CERTIFICATE IS FOR BECOME A PART OF THE CITY OF FARGO, NORTH DAKOTA.



NOTARY PUBLIC
 STATE OF NORTH DAKOTA
 My Comm. Expires _____

NOTARY PUBLIC

THIS IS TO CERTIFY THAT _____, of the County of _____, State of _____, is the owner of the above described land, and that he has executed the foregoing instrument for the purposes and consideration therein expressed.



NOTARY PUBLIC
 STATE OF NORTH DAKOTA
 My Comm. Expires _____

FARGO PLANNING COMMISSION APPROVAL

Approved by the Planning Commission on _____, 20____.

 Mayor

 City Engineer

 City Clerk

 City Attorney

CITY ENGINEER'S APPROVAL

Approved by the City Engineer on _____, 20____.

 City Engineer

 City Clerk

 City Attorney

 City Clerk

FARGO CITY COMMISSION APPROVAL

Approved by the City Commission on _____, 20____.

 Mayor

 City Engineer

 City Clerk

 City Attorney

 City Clerk

 City Clerk



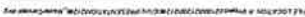
AREA CALCULATIONS

COVEY RANCH 1ST ADDITION	
ROW	1.3 AC
LOIS	1.5 AC
1ST ADDITION TOTAL	2.8 AC
COVEY RANCH 2ND ADDITION	
ROW	0.6 AC
LOIS	1.8 AC
2ND ADDITION TOTAL	2.4 AC
COVEY RANCH 3RD ADDITION	
ROW	2.9 AC
LOIS	1.7 AC
3RD ADDITION TOTAL	4.6 AC
COVEY RANCH 4TH ADDITION	
ROW	2.1 AC
LOIS	1.3 AC
4TH ADDITION TOTAL	3.4 AC
TOTAL ADDITIONS TOTAL	
ROW	6.9 AC
LOIS	5.3 AC
TOTAL ADDITIONS TOTAL	12.2 AC
TOTAL ADDITIONS PARK DEDICATION	
ROW	1.3 AC
LOIS	1.5 AC
TOTAL ADDITIONS PARK DEDICATION	2.8 AC

COVEY RANCH DEVELOPMENT
CONCEPTUAL MASTER PLAN
CITY REVIEW EXHIBIT
FARGO, NORTH DAKOTA

PROJECT NO.	2108
DATE	08/13/21
CHAPTER	CHAPTER
REVISION	REVISION





COVEY RANCH 3rd ADDITION
ZONING DISTRICTS
For Zoning Map Amendment
(November 25, 2025)

Covey Ranch will be developed with a mix of zoning districts serving multi-family units, commercial/office and institutional uses. The variety of uses will be connected by a series of streets and pedestrian corridors plus a 200-foot-wide conveyance running east/west through the center of the site. The following zoning districts have been identified to best serve the development based on current zoning standards and the SW Growth Land Use Plan.

The MR-3 district is shown for the parcels identified specifically for high-density multi-family uses. Although the intent of these parcels by the city and the developer is to have a density of over 50 units per acre, current city zoning districts do not allow a density of that capacity. It is understood that the city is considering the adoption of new zoning language and/or a new district supporting higher densities. It is anticipated that this new language may be available at the time these sites are developed. Currently, the MR-3 is a suitable district as it supports high-density housing with the possibility of bonus density up to 30 units per acre.

Limited Commercial provides Covey Ranch a wider range of regional services including multi-family and entertainment that will support a large mixed-use district and promote community activity and social gathering. The Limited Commercial provides the appropriate setbacks to allow for mixed-use neighborhood that promotes walkability and density. Covey Ranch wants to be viable for multiple users in order to create a prominent mixed-use synergy. Limited Commercial will suit this type of development.

20-0211 - LC, Limited Commercial District

A. Description-- The LC, Limited Commercial district is primarily intended **to accommodate low-intensity office and retail sales and service uses.**

Proposed Zoning Districts

Brown: MR-3 -- Multiple Dwelling (High Density)

Red: LC-- Limited Commercial

Green: Park/Public

**Site Amenities and Project Plan
Covey Ranch Third Addition
May 2026**

Location: The subject property is legally referenced to as Covey Ranch Third Addition including Lots 1 & 2, Block 1; Lots 1-4, Block 2; Lots 1-6, Block 3; Lot 1, Block 4; Lots 1-27, Block 5; Lots 1-39, Block 6; Lots 1-46, Block 7; and Lots 1-33, Block 8; a plat in the North Half of Section 10, Township 138 North, Range 49 West, Cass County, North Dakota.

Details: The project includes 142 SR-4, Single-Dwelling Residential zoned lots; four MR-3, Multi-Dwelling Residential with C-O, Conditional Overlay, lots; six LC, Limited Commercial with C-O, Conditional Overlay lots; two AG, Agricultural zoned lots; and four P/I, Public & Institutional zoned lots, for a total of 157 lots on 8 blocks. As approved, the project is intended to be developed as a commercial and residential development, pursuant to the LDC. The variety of uses will be connected by a series of street and pedestrian corridors plus a 200-foot-wide conveyance running east/west through the center of the site.

Right of Way (ROW): The project accommodates right of way dedications for public roadways and utilities, with specific details outlined below:

45th Street South: This segment of roadway has been designated as a *mixed-use arterial* roadway.

- ROW dedication shall be 100 feet;
 - o Full ROW dedication for 45th Street South will be 200 feet, which the additional 100 feet of dedication is not required as part of this subdivision;
- 45th Street South is currently a two lane rural asphalt section, which will be improved to a concrete urban section at a future date. Timeframe for improvements, as well as future lane configurations and widths, is currently unknown and will be at the discretion of the City;
- Future access points to 45th Street South are limited to the breaks in negative access easements as shown on the plat. As traffic volumes increase, and at the discretion of the City, access points at the 1/8 mile spacing may be reduced from a full access to a right in and right out only access;
- 10-foot paths shall be incorporated into the boulevard on the east and west sides, as required by §20.0611.

64th Avenue South: This segment of roadway has been designated as a *mixed-use arterial* roadway.

- ROW dedication shall be 100 feet.
- Full ROW dedication for 64th Avenue South will be 200 feet, which the additional 100 feet of dedication is not required as part of this subdivision. 64th Avenue South is currently a three lane urban concrete section. No further improvements are currently planned. The City may add lanes, at its discretion, as required by future traffic volumes;
- Future access points to 64th Avenue South are limited to the breaks in negative access easements as shown on the plat. As traffic volumes increase, and at the discretion of the City, access points at the 1/8 mile spacing may be reduced from a full access to a right in and right out only access;
- 10-foot paths shall be incorporated into the boulevard on the north and south sides, as required by §20.0611.

40th Street South: This segment of roadway has been designated as a *mixed-use collector* roadway

- ROW dedication shall be 130 feet;
- Street configuration will include one lane in each direction, turn lanes as deemed appropriate by the City, and no parking allowed;

- 120 foot radius roundabout will be located at the intersection of 40th Street South and 65th Avenue South;
- Future access points to 40th Street South are limited to the breaks in negative access easements as shown on the plat;
- Access into Lots 4 & 5, Block 3 and Lot 1, Block 4 will be limited to a right in and right out access only;
- 10-foot path shall be incorporated into the boulevard on the west side and a 4.5-foot sidewalk shall be incorporated into the boulevard on the west side, as required by §20.0611.

67th Avenue South: This segment of roadway between 45th Street South and 40th Street South has been designated as a *mixed-use collector* roadway.

- ROW dedication shall be 80 feet with a 120-foot wide segment on the west 300 feet of the dedication, adjacent to 45th Street South;
- Street width shall be 36 feet;
- Street configuration will include one lane in each direction, turn lanes as deemed appropriate by the City, and no parking allowed;
- 10-foot path shall be incorporated into the boulevard on the south side and a 4.5-foot sidewalk shall be incorporated into the boulevard on the north side, as required by §20.0611.

67th Avenue South: This segment of roadway between 40th Street South and to the east end of Covey Ranch Third Addition has been designated as a *residential neighborhood* roadway

- ROW dedication shall be 74 feet;
- Street width shall be 32 feet with parking allowed on both sides of the street;
- 4.5-foot sidewalks shall be incorporated into the boulevards as required by §20.0611;
- Negative Access Easements (NAE) have been incorporated within the plat;
 - o The spacing of the negative access easements have been developed in coordination with the Developer and shall be maintained as shows on the plat in order to provide for on-street parking and continuous areas for snow storage. In addition to the NAEs, the flares for the driveway connections to the street shall be no more than 1-foot.

65th Avenue South: This segment of roadway has been designated as a *mixed-use neighborhood* roadway.

- ROW dedication shall be 80 feet.
- Street configuration will include one lane in each direction, turn lanes as deemed appropriate by the City, and no parking allowed;
- A temporary, paved cul-de-sac is required on the east end of 65th Avenue South until Sports Drive South is connected to 64th Avenue South;
- 4.5-foot sidewalks shall be incorporated into the boulevards as required by §20.0611.

Sports Drive South: This segment of roadway has been designated as a *mixed-use neighborhood* roadway.

- ROW dedication shall be 40 feet;
 - o Full ROW dedication for Sports Drive South will be 80 feet, which the additional 40 feet of dedication is not required as part of this subdivision. Street configuration will include one lane in each direction, turn lanes as deemed appropriate by the City, and no parking allowed;
- Access to 64th Avenue South will right in and right out only;
- 4.5-foot sidewalks shall be incorporated into the boulevards as required by §20.0611.

Covey Ranch Street South, Drift Avenue South, and Ridge Avenue South: This segment of roadway has been designated as a *residential neighborhood* roadway.

- ROW dedication shall be 74 feet;
- Street width shall be 32 feet with parking allowed on both sides of the street;
- 4.5-foot sidewalks shall be incorporated into the boulevards as required by §20.0611.
- Negative Access Easements (NAE) have been incorporated within the plat.
 - o The spacing of the negative access easements have been developed in coordination with the Developer and shall be maintained as shows on the plat in order to provide for on-street parking and continuous areas for snow storage. In addition to the NAEs, the flares for the driveway connections to the street shall be no more than 1-foot.

Other:

- Street lighting shall be determined by the City Engineering Department and installed per City standards;
- The placement of group mailboxes (within the SR-4 zoned lots) and parking signs (as applicable) locations will be coordinated with the Developer and the City of Fargo Engineering Department. These locations shall be determined and agreed upon prior to construction of any public improvements.

Storm Water Management: Covey Ranch Third Addition is located within the service area of the Southwest Metro Regional Storm Water Pond (SW Metro Pond). As such, the SW Metro Pond has been designed to meet the current City of Fargo's Policy on Storm Water Discharge and Treatment requirements and provides the required storm water quantity and quality for Covey Ranch Third Addition. No further on-site storm water facilities will be required if land uses stay consistent with the proposed zoning of Covey Ranch Third Addition.

Stormwater runoff from Covey Ranch Third will be routed into the stormwater conveyance channel, which will be constructed as part of the public improvements for Covey Ranch Third.

Lots 1 and 3, Block 2 of Covey Ranch Third will be required to direct all storm water runoff to the storm water channel located immediately south of the lots, within Lot 4, Block 2 of Covey Ranch Third. The Developer will be allowed one storm water outfall from each of Lot 1 and 3, Block 2. No storm water runoff from Lots 1 and 3, Block 2 will be allowed to discharge into the 67th Avenue South storm sewer system. Prior to any site plan approval and any connection from Lot 1 or Lot 3, Block 2 to the storm water channel, the Developer and City must enter into a separate sewer easement.

Floodplain Management: Portions of Covey Ranch Third Addition are located within the existing FEMA Floodplain. It is acknowledged by the Developer that construction of structures shall comply with the current City of Fargo's Floodproofing Construction Requirements when applicable, including removing all structures from the FEMA Special Flood Hazard Area (SFHA) by a Letter of Map Revision via fill.

The Developer also acknowledges that Lots 2-27, Block 5; Lots 1-39, Block 6; Lots 1-46, Block 7; and Lots 2-33, Block 8 shall comply with Section III of the Floodproof Construction Requirements, regardless of whether the lots are located within or outside of the SFHA. This includes elevating structures such that the lowest opening, at a minimum, is at an elevation equal to the back of curb directly adjacent to the lot plus 2.5 feet.

Water Supply: Potable water shall be provided by Cass Rural Water District.

Site Amenities & Project Plan
Covey Ranch Third Addition
Page 4

Engineering and Construction Improvements: The Developer shall rely upon and collaborate with the City of Fargo Engineering Department on the design and construction of all public improvements.

Funding of Improvements: The following shall apply respective to the public improvements to serve Covey Ranch Third Addition:

- Public improvements shall be funded per the City's Infrastructure Funding Policy, which may include assessment to the benefitting properties or funding by the Developer.
- Developer shall submit an infrastructure request indicating the preferred funding method, which will be presented to the Fargo City Commission for consideration and determination of the funding to be utilized.

Shared Use Path Connectivity: Shared use paths will be located throughout the development, including 10-foot shared use paths on both sides of 45th Street South and 64th Avenue South, along the south side of 67th Avenue South (between 45th Street South and 40th Street South), and along the west side of 40th Street South. The stormwater channel will have a 10-foot shared use path along the north side of the channel through the development area. A channel crossing will be located towards the east side of Lot 2, Block 2 (park dedication), which will cross the channel south into a park that will be dedicated in the future. This crossing will accommodate pedestrian crossing at approximately ¼ mile, as roadway crossings are limited to 40th Avenue South.

Park Dedication: As part of the Covey Ranch Third Addition, Lot 2, Block 2 and Lot 22, Block 8 will be dedicated to the Fargo Park District.

This Amenities Plan is hereby approved.


Don Dabbert, President
Dabbert Custom Homes, LLC
Owner:

Lot 2, Block 1
Lot 2, Block 2
Lots 3-6, Block 3
Lot 1, Block 4

5.29.2026
date


Matthew Hauff, President
Brookstone Property, LLC
Owner:

Lot 2, Block 3
All of Blocks 5, 6 & 7
Lots 2-33, Block 8

6/1/26
date

Site Amenities & Project Plan
Covey Ranch Third Addition
Page 5

ENCLAVE COVEY, LLC

By: Enclave Manager, LLC, Manager



Austin J. Morris, Manager of
Enclave Manager, LLC

Owner:

Lots 1 & 3, Block 2

Lot 1, Block 3

6/2/26
date



Thomas Watson, President

Bank Forward

Owner:

Lot 1, Block 1

6-3-26
date



Tom Knakmuhs, City Engineer

9/8/26
date

366

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN COVEY RANCH THIRD 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 Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on January 6, 2026; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 14, 2026;

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Two (2), Block Two (2); Lot Four (4), Block Two (2); Lots One (1) and Twenty-Two (22), Block Eight (8) of Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from "AG", Agricultural, District to "PI", Public and Institutional, District.

Section 2. The following described property:

Lots Two (2) through Twenty-Seven (27), Block Five (5); Lots One (1) through Thirty-Nine (39), Block Six (6); Lots One (1) through Forty-Six (46), Block Seven (7); Lots Two (2) through Twenty-One (21) and Twenty-Three (23) through Thirty-Three (33), Block Eight (8) of Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential, District.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. The following described properties:

Lots One (1) and (2), Block One (1); Lot One (1) and Three (3), Block Two (2); and Lot One (1), Block Three (3) of Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota;

will hereby retain the base zoning of “AG”, Agricultural, District.

Section 4. The following described properties:

Lot One (1), Block Four (4); and Lots Three (3) through Six (6), Block Three (3) of Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from “AG”, Agricultural, District to “LC”, Limited Commercial, District.

AND

Lot Two (2), Block Three (3); and Lot One (1), Block Five (5) of Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from “AG”, Agricultural, District to “MR-3”, Multi-Dwelling Residential, District.

The properties described above in Section 4 shall be subject to a “C-O”, Conditional Overlay, District, consisting of the following conditions and requirements:

A. Commercial and Mixed Use Developments

1. Building Form and Style.

1.1. All building elevations/facades greater than 150 feet in length, measured horizontally from vertical edge to vertical edge, shall incorporate wall plane projections or recesses. Each projection and/or recess shall have a depth of at least two (2) feet, and the cumulative total horizontal width of all projections and/or recesses within a facade shall equate to at least an accumulated total of twenty (20) percent of the overall horizontal length of the facade. No uninterrupted length of any facade shall exceed 150 horizontal feet.

1.2. Ground floor facades that face public right of way, shall have arcades, display windows, entry areas, awnings, or other such features along no less than fifty (50) percent of its horizontal length. Ground floor facades that face public

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

right of way that are not the front can use such features in conjunction with plantings.

1.3. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, architectural metal panels, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multigenerational life span.

1.4. Accent Materials. In conjunction with the principal materials listed above in Section 1.3, finished wood and vinyl accent materials may also be used to construct or clad exterior walls. Accent materials shall be applied to no greater than twenty (20) percent of each building facade.

1.5. Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed from public view at ground level by parapets, screens, or other enclosures.

1.6. Loading/unloading areas, building service entrances, loading docks, overhead doors, and ground level HVAC units shall be visually screened from adjacent public right-of-way by structures and/or landscaping. All structures used for visual screening shall be constructed or clad with the same materials used for the primary building.

1.7. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way and residentially zoned property by permanent walls. The permanent walls shall be constructed or clad with the same materials or compatible with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.8. Service, loading, and utility areas shall be screened from view with a wall, berm, plantings, or combination.

1.9. For Mixed Use Development, a minimum of 40% percent of the footprint of the building shall be used for parking.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1.10. No accessory buildings for residential use are permitted.

1.11. Certain limited vehicle repair services that include internal bays or working areas, such as but not limited to quick lube and tire service, shall be required to have one overhead entry door and one overhead exit door. Overhead doors shall not face public right of way or residentially zoned property. Overhead doors shall match the color of the building or be transparent.

2. Site Design.

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped with plantings within planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.1.1. Parking lots or parking structures;

2.1.2. Any public sidewalk or multi-use path along the perimeter of the lot;

2.1.3. Entrances of other buildings on the site;

2.1.4. Any public sidewalk system along the perimeter streets adjacent to the development; and

2.1.5. Adjacent pedestrian origins and destinations-including but not limited to transit stops, residential development, office buildings, and retail shopping buildings-where deemed practical and appropriate by the Zoning Administrator.

2.1.6. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

3. Prohibited Uses. The following uses are prohibited:

3.1. Detention facilities;

3.2. Self-service storage;

3.3. Vehicle Repair

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 3.4. Off premises signage/off premises advertising
- 3.5. Portable Signs
- 3.6. Pylon Signs
- 3.7. Industrial uses; and
- 3.8. Adult establishment.

- 4. Illegal Splits: Illegal splits will not be considered separate lots as part of the original plat.

B. Residential Developments

1. Building Form and Style.

1.1. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Metal panel, finished wood and vinyl shall be allowed on residential structures but should not exceed 75% of the building elevation.

1.2. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.3. The cumulative total building footprint for all accessory buildings shall be a maximum of 45 percent of the primary building coverage.

1.4. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right-of-way or between building front and private road.

1.5. Individual accessory buildings shall have a maximum length of 140 ft.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1.6. A minimum of 40% percent of the footprint of the primary building shall be used for parking.

2. Site Design

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped with plantings within planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.2.1. Parking lots;

2.2.2. Any public sidewalk or multi-use path along the perimeter of the lot;

2.2.3. Entrances of other buildings on the site;

2.2.4. Any public sidewalk system along the perimeter streets adjacent to the development;

2.2.5. Adjacent pedestrian origins and destinations-including, but not limited to transit stops, residential development, office buildings, and retail shopping buildings-where deemed practical and appropriate by the Zoning Administrator; and

2.2.6. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

3. Prohibited Uses. The following uses are prohibited:

3.1. Off premises signage/off premises advertising

3.2. Portable Signs

3.3. Pylon Signs

4. Illegal Splits: Illegal splits will not be considered separate lots as part of the original plat.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 5. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

Joshua A. Boschee, Mayor

(SEAL)

Attest:

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

First Reading:
Second Reading:
Final Passage:

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

36d

Type: Developer Agreements

Location: Covey Ranch Third Addition

Date of Hearing: 6/15/2026

Routing

City Commission

PWPEC File

Project File

Date9/19/2026XNathan Boerboom

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding a Developer Agreements with Dabbert Custom Homes LLC, Brookstone Property LLC, Enclave Manager LLC, and Bank Forward for the Covey Ranch Third Addition.

The City of Fargo and the Developers have established Developer Agreements related to future requests for installation of infrastructure and future improvements.

On a motion by Nicole Crutchfield, seconded by Brenda Derrig, the Committee voted to recommend approval of the Developer Agreements for Covey Ranch Third Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for Covey Ranch Third Addition.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, Fire Chief
 Brenda Derrig, Assistant City Administrator
 Ben Dow, Director of Operations
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	Ryan Erickson
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: June 10, 2026
Re: Developer Agreements for Covey Ranch Third Addition

Background:

The Covey Ranch Third Addition (Addition) includes the platting of 157 lots, consisting of 142 single-family residential lots, four multi-family residential lots, six limited commercial lots, two agricultural lots, and four public & institutional lots. Ownership within the Addition is divided among four property owners: Dabbert Custom Homes LLC, Brookstone Property LLC, Enclave Manager LLC, and Bank Forward. To support this development of the Addition, staff has prepared a separate Developer Agreement for each property owner.

The following provisions are common to all four Developer Agreements:

- The Developers will request installation of the infrastructure necessary to serve the Addition and identify their preferred funding method, which will be presented to the City Commission for consideration.
- The Developers acknowledge that future improvements to 45th Street South and 64th Avenue South will be required and agree to waive their right to protest any resolutions of necessity associated with those future improvement projects.
- The Developers acknowledge that the intersections of 45th Street South/67th Avenue South, 64th Avenue South/40th Street South and 64th Avenue South/43rd Street South will permanently allow full turning movements. The Developers further acknowledge that all other access points along 45th Street South and 64th Avenue South may be modified to limited access configurations in the future at the sole discretion of the City.

In addition to the provisions listed above, the Developer Agreements for Dabbert Custom Homes LLC and Brookstone Property LLC require the construction of a temporary cul-de-sac on 65th Avenue South as part of the initial infrastructure improvements. This cul-de-sac must remain in place until Sports Drive South is improved from 64th Avenue South to 65th Avenue South.

Dabbert Custom Homes LLC also requested any excess clay generated from the initial infrastructure project be stockpiled on Lot 4, Block 2 and Lot 1, Block 8. While it is unknown whether excess clay will be available, staff supports the request and has incorporated this provision into the Developer Agreement with Dabbert Custom Homes LLC.

Attached with this memorandum are the Developer Agreements for all four property owners, which outlines the full terms and conditions of the agreements.

Recommended Motion:

Approve the Developer Agreements with Dabbert Custom Homes LLC, Brookstone Property LLC, Enclave Manager LLC, and Bank Forward for the Covey Ranch Third Addition.

NAB/klb
Attachments

Developer Agreement

This Agreement, made and entered into between Dabbert Custom Homes, LLC, a North Dakota limited liability company (“Developer”) and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure for the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, known as Lot Two, Block One; Lot Two, Block Two; Lots Three, Four, Five, and Six, Block Three; and Lot One, Block Four of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer agrees to make a request for infrastructure to the City for the design, bidding, and construction administration of public infrastructure of 40th Street South, 43rd Street South, Covey Ranch Street South, 65th Avenue South, 67th Avenue South, Drift Avenue South and Ridge Avenue South within and adjacent to the Covey Ranch Third Addition development (the “Initial Project”). The funding of this initial request for infrastructure will follow the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district for the Initial Project, which may include assessment to the benefiting properties or funding by the Developer. The Developer shall submit an infrastructure request indicating the preferred funding method, which will be presented to the Fargo City Commission for consideration and determination of the funding method to be utilized.
3. The Covey Ranch Third Addition includes the dedication of the western 40 feet of right of way for Sports Drive South, extending from 64th Avenue South to Lot 1, Block 5 of the Covey Ranch Third Addition. The remaining eastern 40 feet of right of way will be required to be dedicated by the property owner to the east of the Covey Ranch Third Addition as part of any future platting of that property, which is currently in process.

If there are delays in platting the property to the east of the Covey Ranch Third Addition, then construction of a temporary cul-de-sac may be required with the Initial Project at the eastern end of 65th Avenue South to support any site improvements within Lot 1, Block 4, which is part of the Development Property and Lot 1, Block 5. This temporary cul-de-sac shall remain in place until Sports Drive South is improved from 64th Avenue South to 65th Avenue South. The cost to construct and remove this temporary cul-de-sac shall be funded by Lot 1, Block 4 (part of the Development Property owned by Developer), and Lot 1, Block 5 of the Covey Ranch Third Addition. If construction of the temporary cul-de-sac is deemed necessary by the City, the Developer hereby agrees to grant to the City, at no cost, a street and utility easement for construction of the temporary cul-de-sac.

4. City shall improve 45th Street South from the existing two-lane rural asphalt section to a concrete urban section at a future date to be determined by the City ("Future Project #1"). The timeframe for the improvements, as well as lane configurations and widths, shall be determined at the sole discretion of the City. The funding of these future 45th Street South improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for Future Project #1.
5. 64th Avenue South has previously been improved to a three-lane concrete urban section and no other improvements are currently planned. However, future traffic volumes may necessitate the need to add additional lanes of travel on 64th Avenue South ("Future Project #2"). The timeframe for the improvements, as well as lane configurations and widths, shall be determined at the sole discretion of the City. The funding of these future 64th Avenue South improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for Future Project #2.
6. Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Initial Project, Future Project #1, and Future Project #2, and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Initial Project, Future Project #1, and Future Project #2. The project costs, which may be assessed against the Development Property, and in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, shall include the costs of completing the construction of the Initial Project, Future Project #1, and Future Project #2.

7. Developer agrees access points to 45th Street South and 64th Avenue South are limited to the breaks in the negative access easements as shown in the Plat for the Covey Ranch Third Addition, to the City of Fargo, a plat of part of the North Half of Section 10, Township 138 North, Range 49 West, Cass County, North Dakota (a major subdivision).
8. Developer agrees access points to 45th Street South at 67th Avenue South and 64th Avenue South at 40th Street South and 43rd Street South shall permanently allow all turning movements at those intersections.
9. Developer agrees that all other access points to 45th Street South and 64th Avenue South will initially allow all turning movements at those intersections until traffic volumes necessitate turning movements to become limited to right in and right out only, including Sports Drive South. The decision on when the alteration of the turning movements at these intersections are necessary shall be at the sole discretion of the City.
10. The Initial Project includes construction of the stormwater channel located within Lot 4, Block 2 and Lot 1, Block 8 of Covey Ranch Third Addition. Fill material excavated during construction of the channel will be used as part of the Initial Project. To the extent the City determines that excess fill material exists upon completion of the Initial Project, the Developer has requested that up to 65,000 cubic yards of the excess material be placed on property owned by the Developer described as Lot 2, Block 1. Following placement, the material shall become the property of the Developer, and the City shall have no further rights to or responsibilities for this excess material, or any liability arising from such use or placement of the excess fill upon the Developer's property.
11. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchasers of the Development Property of the existence and context of this Agreement. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.
12. The parties hereby agree that this Agreement may be recorded against the Development Property.
13. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal

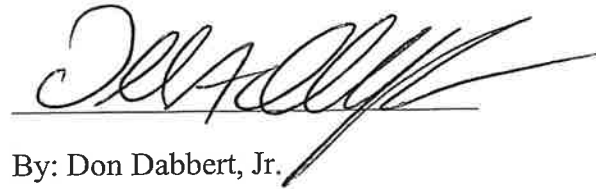
jurisdiction.

14. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.
15. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
16. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
17. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

Dabbert Custom Homes, LLC

Dated: 6/1/2026

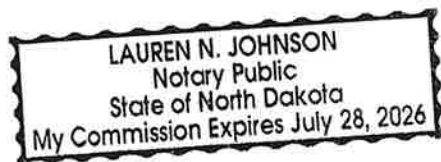


By: Don Dabbert, Jr.

Its: President

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 1st day of June, 2026, before me, a notary public in and for said county and state, personally appeared Don Dabbert, Jr., an authorized signatory of Dabbert Custom Homes, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)



Notary Public
Cass County, ND
My Commission expires:

City of Fargo, a municipal corporation

Dated: _____

Josh Boschee, Mayor

ATTEST

Angie Bear, Deputy Auditor
on behalf of City Auditor

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

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

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

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

AND

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

AND

Lots 3, 4, 5, and 6, Block 3 of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

AND

Lot 1, Block 4 of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

Developer Agreement

This Agreement, made and entered into between Brookstone Property, LLC, a North Dakota limited liability company (“Developer”) and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure for the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, known as Lot Two, Block Three; all of Block Five; all of Block Six; all of Block Seven; and Lots Two through Thirty-Three, Block Eight of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer agrees to make a request for infrastructure to the City for the design, bidding, and construction administration of public infrastructure of 40th Street South, 43rd Street South, Covey Ranch Street South, 65th Avenue South, 67th Avenue South, Drift Avenue South and Ridge Avenue South within and adjacent to the Covey Ranch Third Addition development (the “Initial Project”). The funding of this initial request for infrastructure will follow the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district for the Initial Project, which may include assessment to the benefiting properties or funding by the Developer. The Developer shall submit an infrastructure request indicating the preferred funding method, which will be presented to the Fargo City Commission for consideration and determination of the funding method to be utilized.
3. The Covey Ranch Third Addition includes the dedication of the western 40 feet of right of way for Sports Drive South, extending from 64th Avenue South to Lot 1, Block 5 of the Covey Ranch Third Addition. The remaining eastern 40 feet of right of way will be

required to be dedicated by the property owner to the east of the Covey Ranch Third Addition as part of any future platting of that property, which is currently in process.

If there are delays in platting the property to the east of the Covey Ranch Third Addition, then construction of a temporary cul-de-sac may be required with the Initial Project at the eastern end of 65th Avenue South to support any site improvements within Lot 1, Block 4 and Lot 1, Block 5, which is part of the Development Property. This temporary cul-de-sac shall remain in place until Sports Drive South is improved from 64th Avenue South to 65th Avenue South. The cost to construct and remove this temporary cul-de-sac shall be funded by Lot 1, Block 4 of the Covey Ranch Third Addition and Lot 1, Block 5 (part of the Development Property owned by Developer). If construction of the temporary cul-de-sac is deemed necessary by the City, the Developer hereby agrees to grant to the City, at no cost, a street and utility easement for construction of the temporary cul-de-sac.

4. City shall improve 45th Street South from the existing two-lane rural asphalt section to a concrete urban section at a future date to be determined by the City ("Future Project #1"). The timeframe for the improvements, as well as lane configurations and widths, shall be determined at the sole discretion of the City. The funding of these future 45th Street South improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for Future Project #1.
5. 64th Avenue South has previously been improved to a three-lane concrete urban section and no other improvements are currently planned. However, future traffic volumes may necessitate the need to add additional lanes of travel on 64th Avenue South ("Future Project #2"). The timeframe for the improvements, as well as lane configurations and widths, shall be determined at the sole discretion of the City. The funding of these future 64th Avenue South improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for Future Project #2.
6. As to only Lot 2, Block 3 and Lot 1, Block 5 of the Development Property, the Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Initial Project, Future Project #1, and Future Project #2, and to the assessment of the costs thereof to Lot 2, Block 3 and Lot 1, Block 5 of the Development Property. Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Initial Project, Future Project #1, and Future Project #2. The project costs, which may be assessed against Lot 2, Block 3 and Lot 1, Block 5 of the Development Property, and in

accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, shall include the costs of completing the construction of the Initial Project, Future Project #1, and Future Project #2.

7. Developer agrees access points to 45th Street South and 64th Avenue South are limited to the breaks in the negative access easements as shown in the Plat for the Covey Ranch Third Addition, to the City of Fargo, a plat of part of the North Half of Section 10, Township 138 North, Range 49 West, Cass County, North Dakota (a major subdivision).
8. Developer agrees access points to 45th Street South at 67th Avenue South and 64th Avenue South at 40th Street South and 43rd Street South shall permanently allow all turning movements at those intersections.
9. Developer agrees that all other access points to 45th Street South and 64th Avenue South will initially allow all turning movements at those intersections until traffic volumes necessitate turning movements to become limited. The decision on when the alteration of the turning movements at these intersections are necessary shall be at the sole discretion of the City.
10. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchasers of the Development Property of the existence and context of this Agreement. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.
11. The parties hereby agree that this Agreement may be recorded against the Development Property.
12. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
13. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.

14. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
15. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
16. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

Brookstone Property, LLC

Dated: 6/1/26

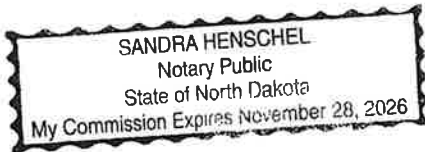


By: Matthew Hauff

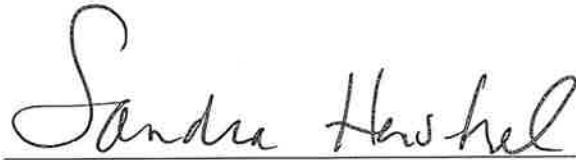
Its: President

STATE OF North Dakota)
COUNTY OF Cass) ss.

On this 1 day of June, 2026, before me, a notary public in and for said county and state, personally appeared Matthew Hauff, an authorized signatory of Brookstone Property, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)



Notary Public
Cass County, ND
My Commission expires:

City of Fargo, a municipal corporation

Dated: _____

Josh Boschee, Mayor

ATTEST

Angie Bear, Deputy Auditor
on behalf of City Auditor

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

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

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

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

AND

Lots 1-27, Block 5 of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

AND

Lots 1-39, Block 6 of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

AND

Lots 1-46, Block 7 of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

AND

Lots 2-33, Block 8 of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

Developer Agreement

This Agreement, made and entered into between Enclave Covey, LLC, a Delaware limited liability company (“Developer”) and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure for the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, known as Lots One and Three, Block Two; and Lot One, Block Three of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer agrees to make a request for infrastructure to the City for the design, bidding, and construction administration of public infrastructure of 40th Street South, 43rd Street South, Covey Ranch Street South, 65th Avenue South, 67th Avenue South, Drift Avenue South and Ridge Avenue South within and adjacent to the Covey Ranch Third Addition development (the “Initial Project”). The funding of this initial request for infrastructure will follow the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district for the Initial Project, which may include assessment to the benefiting properties or funding by the Developer. The Developer shall submit an infrastructure request indicating the preferred funding method, which will be presented to the Fargo City Commission for consideration and determination of the funding method to be utilized.
3. City shall improve 45th Street South from the existing two-lane rural asphalt section to a concrete urban section at a future date to be determined by the City (“Future Project #1”). The timeframe for the improvements, as well as lane configurations and widths, shall be determined at the sole discretion of the City. The funding of these future 45th Street South improvements will follow the City’s Infrastructure Policy in effect at the time of creation of the improvement district for Future Project #1.

4. 64th Avenue South has previously been improved to a three-lane concrete urban section and no other improvements are currently planned. However, future traffic volumes may necessitate the need to add additional lanes of travel on 64th Avenue South (“Future Project #2”). The timeframe for the improvements, as well as lane configurations and widths, shall be determined at the sole discretion of the City. The funding of these future 64th Avenue South improvements will follow the City’s Infrastructure Policy in effect at the time of creation of the improvement district for Future Project #2.
5. Developer shall be required to direct discharge of the storm water runoff from Lots 1 and 3, Block 2 of the Development Property into the storm water channel consisting of Lot 4, Block 2 of the Covey Ranch Third Addition, which is located immediately to the south of Lots 1 and 3, Block 2 of the Development Property. The City will allow one storm water outfall/connection each from Lot 1 and Lot 3, Block 2 of the Development Property into the storm water channel. Developer shall not discharge any storm water from Lots 1 and 3, Block 2 of the Development Property onto 67th Avenue South. Before Developer shall be permitted to make any connection from Lot 1 or Lot 3, Block 2 of the Development Property into the storm water channel, Developer and City must enter a separate storm sewer easement, which the parties will negotiate in good faith.
6. Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Initial Project, Future Project #1, and Future Project #2, and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Initial Project, Future Project #1, and Future Project #2. The project costs, which may be assessed against the Development Property, and in accordance with the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district, shall include the costs of completing the construction of the Initial Project, Future Project #1, and Future Project #2.
7. Developer agrees access points to 45th Street South and 64th Avenue South are limited to the breaks in the negative access easements as shown in the Plat for the Covey Ranch Third Addition, to the City of Fargo, a plat of part of the North Half of Section 10, Township 138 North, Range 49 West, Cass County, North Dakota (a major subdivision).

8. Developer agrees access points to 45th Street South at 66th Avenue South and 64th Avenue South at 40th Street South and 43rd Street South shall permanently allow all turning movements at those intersections.
9. Developer agrees that all other access points to 45th Street South and 64th Avenue South will initially allow all turning movements at those intersections until traffic volumes necessitate turning movements to become limited. The decision on when the alteration of the turning movements at these intersections are necessary shall be at the sole discretion of the City.
10. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchasers of the Development Property of the existence and context of this Agreement. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.
11. The parties hereby agree that this Agreement may be recorded against the Development Property.
12. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
13. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.
14. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
15. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

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

Developer

Enclave Covey, LLC

By: Enclave Manager, LLC, Manager

Dated: 6/2/26

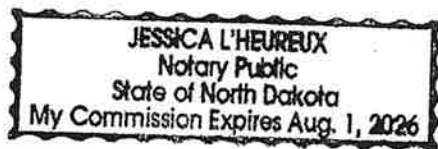

By: Austin Morris
Its: Manager of Enclave Manager, LLC

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 2nd day of June, 2026, before me, a notary public in and for said county and state, personally appeared Austin Morris, an authorized signatory of Enclave Manager, LLC, as Manager of Enclave Covey, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

Jessica L'Heureux
Notary Public
Cass County, ND
My Commission expires: Aug. 1, 2026

(SEAL)



City of Fargo, a municipal corporation

Dated: _____

Josh Boschee, Mayor

ATTEST

Angie Bear, Deputy Auditor
on behalf of City Auditor

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

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

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

Lots 1 and 3, Block 2 of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

AND

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

Developer Agreement

This Agreement, made and entered into between Bank Forward, a North Dakota state bank (“Developer”) and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure for the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, known as Lot One, Block One of the Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer agrees to make a request for infrastructure to the City for the design, bidding, and construction administration of public infrastructure of 40th Street South, 43rd Street South, Covey Ranch Street South, 65th Avenue South, 67th Avenue South, Drift Avenue South and Ridge Avenue South within and adjacent to the Covey Ranch Third Addition development (the “Initial Project”). The funding of this initial request for infrastructure will follow the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district for the Initial Project, which may include assessment to the benefiting properties or funding by the Developer. The Developer shall submit an infrastructure request indicating the preferred funding method, which will be presented to the Fargo City Commission for consideration and determination of the funding method to be utilized.
3. City shall improve 45th Street South from the existing two-lane rural asphalt section to a concrete urban section at a future date to be determined by the City (“Future Project #1”). The timeframe for the improvements, as well as lane configurations and widths, shall be determined at the sole discretion of the City. The funding of these future 45th Street South improvements will follow the City’s Infrastructure Policy in effect at the time of creation of the improvement district for Future Project #1.

4. 64th Avenue South has previously been improved to a three-lane concrete urban section and no other improvements are currently planned. However, future traffic volumes may necessitate the need to add additional lanes of travel on 64th Avenue South (“Future Project #2”). The timeframe for the improvements, as well as lane configurations and widths, shall be determined at the sole discretion of the City. The funding of these future 64th Avenue South improvements will follow the City’s Infrastructure Policy in effect at the time of creation of the improvement district for Future Project #2.
5. Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Initial Project, Future Project #1, and Future Project #2, and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Initial Project, Future Project #1, and Future Project #2. The project costs, which may be assessed against the Development Property, and in accordance with the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district, shall include the costs of completing the construction of the Initial Project, Future Project #1, and Future Project #2.
6. Developer agrees access points to 45th Street South and 64th Avenue South are limited to the breaks in the negative access easements as shown in the Plat for the Covey Ranch Third Addition, to the City of Fargo, a plat of part of the North Half of Section 10, Township 138 North, Range 49 West, Cass County, North Dakota (a major subdivision).
7. Developer agrees access points to 45th Street South at 67th Avenue South and 64th Avenue South at 40th Street South and 43rd Street South shall permanently allow all turning movements at those intersections.
8. Developer agrees that all other access points to 45th Street South and 64th Avenue South will initially allow all turning movements at those intersections until traffic volumes necessitate turning movements to become limited. The decision on when the alteration of the turning movements at these intersections are necessary shall be at the sole discretion of the City.
9. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchasers of the Development Property of the

existence and context of this Agreement. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.

10. The parties hereby agree that this Agreement may be recorded against the Development Property.
11. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
12. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.
13. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
14. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
15. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

Bank Forward

Dated: 6-3-26

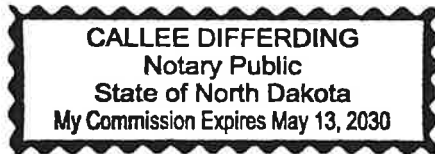
Thomas K Watson

By: Thomas Watson

Its: President

STATE OF ND)
COUNTY OF Cass) ss.

On this 3 day of June, 2026, before me, a notary public in and for said county and state, personally appeared Thomas Watson, an authorized signatory of Bank Forward, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

Callee Differding

Notary Public
Cass County, ND
My Commission expires:

City of Fargo, a municipal corporation

Dated: _____

Josh Boschee, Mayor

ATTEST

Angie Bear, Deputy Auditor
on behalf of City Auditor

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

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

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

36e

Improvement District No.: BN-26-D1 Type: Utility and Paving Infrastructure Request

Location: Covey Ranch Third Addition Date of Hearing: 7/13/2026

Routing	Date
City Commission	<u>9/14/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding the request for infrastructure for Covey Ranch Third Addition.

The request includes construction of all street and utility improvements within the dedicated right of way, as well as the stormwater channel that will connect to the Southwest Metro Pond. As part of the request, the developers are asking the City to complete the design, bidding, and construction administration of the improvements and fund the improvements through special assessments applied to the benefiting properties.

We have reviewed the requirements for infrastructure requests and the Developer has met four of the seven requirements. The three remaining items are as follows:

- Plat Recordation
- Execution of the Special Assessment Security Agreement
- Letter of Credit

If approved, City staff will incorporate the infrastructure request into the Engineering Capital Improvement Plan.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the infrastructure request as requested contingent upon plat recordation, execution of special assessment security agreement, and letter of credit, and direct Engineering to start design.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the infrastructure request as requested contingent upon plat recordation, execution of special assessment security agreement, and letter of credit, and direct Engineering to start design.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

Josh Boschee, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, Fire Chief
 Brenda Derrig, Assistant City Administrator
 Ben Dow, Director of Operations
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	Ryan Erickson
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson

TK
 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: July 7, 2026
Re: Improvement District No. BN-26-D1 - Utility and Paving Infrastructure Request for Covey Ranch Third Addition

Background:

The developers of Covey Ranch Third Addition have submitted the attached infrastructure request for street and utility improvements within the development. The request includes construction of all street and utility improvements within the dedicated right of way, as well as the stormwater channel that will connect to the Southwest Metro Pond.

As part of the request, the developers are asking the City to complete the design, bidding, and construction administration of the improvements. They are also requesting that the City finance the street and utility improvements through special assessments applied to the benefiting properties in accordance with the City's Infrastructure Funding Policy.

The recently adopted 2024 Fargo Growth Plan identified the use of special assessments for new development street and utility improvements as a form of incentive and recommended that the City further evaluate this practice as part of the Land Development Code (LDC) rewrite. While the LDC rewrite is currently underway, it has not progressed to the point where a discussion regarding the use of special assessments for new development infrastructure has occurred.

Until the review of special assessment use and the LDC rewrite are completed, staff recommends utilizing special assessments to fund the requested street and utility improvements within Covey Ranch Third. This recommendation is consistent with past practice for financing new development infrastructure and allows the development to move forward while the LDC rewrite process is finalized.

We have reviewed the requirements for infrastructure requests and the Developer has met four of the seven requirements. The three remaining items are as follows:

- Plat recordation
- Execute special assessment security agreement
- Letter of credit

If the request is approved, City staff will incorporate the infrastructure request into the Engineering Capital Improvement Plan. This project will be 100% Special Assessed to the benefiting properties.

Recommended Motion:

Approve the request for infrastructure as requested contingent upon plat recordation, execution of special assessment security agreement, and letter of credit, and direct Engineering to start design.

NAB/klb
Attachments

May 21, 2025

Public Works Project Evaluation Committee
City of Fargo
200 3rd Street North
Fargo, ND 58102

Re: Infrastructure Improvement Request
Covey Ranch 3rd Addition

Dear City of Fargo Public Works Project Evaluation Committee:

Matthew Hauff, Donald Dabbert Jr. and Austin Morris (Landowners of land within the subject subdivision), requests the Board of City Commissioners take such action as may be required by law to construct Infrastructure as is shown in the attached exhibit.

We request the City of Fargo, ND, design, bid and assess this project, as well as provide construction administration and staking for the construction of the City streets and the utility infrastructure, including storm sewer, sanitary sewer, watermain, street lights, etc.

We are requesting that the cost of the project be special assessed to the benefiting properties

We request this construction be completed as soon as possible.

Sincerely,

A blue ink signature of Matthew Hauff, consisting of a stylized first name and a last name that appears to be 'Hauff'.

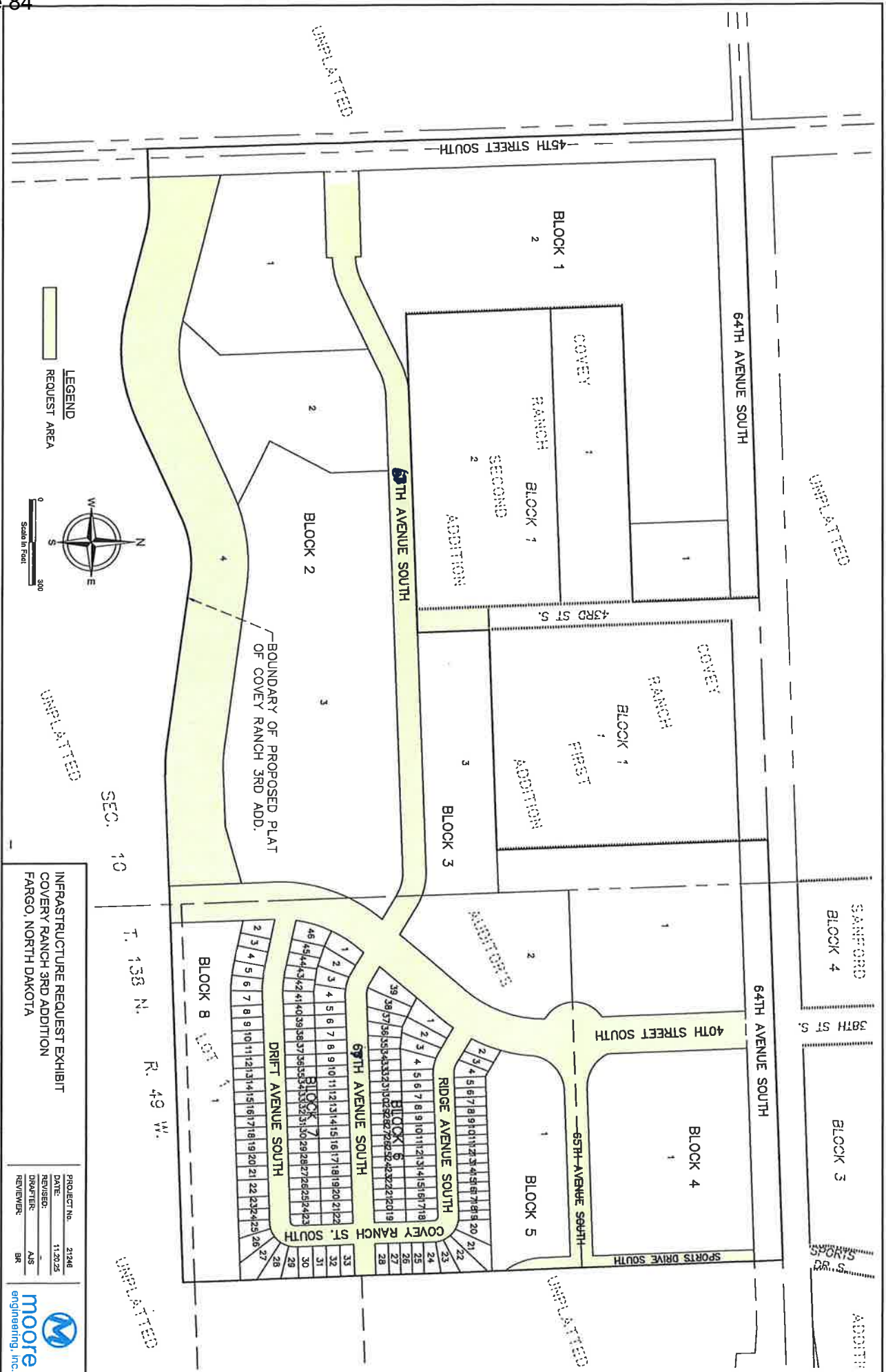
Matthew Hauff

A blue ink signature of Donald Dabbert Jr., featuring a large, stylized 'D' followed by 'Dabbert Jr.'.

Donald Dabbert Jr.

A blue ink signature of Austin Morris, consisting of a stylized first name and a last name that appears to be 'Morris'.

Austin Morris



37

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR JOSH BOSCHEE

DATE: SEPTEMBER 14, 2026

SUBJECT: 2027 PRELIMINARY BUDGET PUBLIC HEARING

The Board of City Commissioners approved the Preliminary 2027 Budget on August 3, 2026.

A Public Hearing, which is required by North Dakota Century Code, is to allow for Public Comment on the Preliminary 2027 Budget and recommended tax levies.

The City Commission will consider the Final 2027 Budget on September 28, 2026.



Memorandum

DATE: September 14, 2026
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building demo agreement for 1544 3 Ave S (RFP26170)

Property History:

The City initiated dangerous building proceedings for 1544 3rd Avenue South, and on November 24, 2025, the Board of City Commissioners determined the property was a dangerous building and ordered it repaired or demolished by January 23, 2026. The required work was not completed, and the Board subsequently extended the deadline to March 27, 2026. A further extension was denied on April 13, 2026.

Mr. Wahl thereafter filed litigation against the City. The parties entered into a Settlement Agreement under which Mr. Wahl agreed to obtain the necessary permits and complete the required exterior work within 90 days of permit issuance, with siding to be completed within 120 days. The Agreement provides that the dangerous building designation remains in effect until the Inspections Director determines the property is no longer dangerous and that no further extensions may be granted absent a written agreement signed by both parties.

Current Status:

The property was most recently inspected on August 28, 2026, which is more than 90 days after the permit was issued. Mr. Wahl has not completed the work required under the Settlement Agreement, and the property remains a dangerous building. Because Mr. Wahl has not complied with the Settlement Agreement, the City may proceed with demolition. The review committee consisting of Jeff Hett, Bill Thompson, and Shawn Ouradnik evaluated and determined which proposals met the specifications required. Based on this review, the review committee recommends awarding the contract to Pioneer LLC. The selection of the contractor is based upon completeness of

proposals, responsiveness, and willingness to coordinate with the City of Fargo on defined timelines. This is in accordance with the 2024 International Property Maintenance Code (IPMC) Section 111.3.

Proposal Recommendation:

On April 17, 2026 two demolition proposals (RFP26170) for the removal of the structure at 1544 3 Ave S, Fargo, ND 58102 were received.

Pioneer LLC	\$34,500
Master Construction Co. Inc.	\$46,700

Because of the agreement that was granted to the owner, Mr. Wahl, on July 2, 2026 the contractors were asked if they would be willing to honor the original proposals. Both agreed to honor the proposal if the terms of the agreement were not met. On September 8, 2026 both contractors were again asked to honor their proposals. Master Construction Co. Inc was the only contractor to acknowledge that they would honor the proposal submitted. As there was only one valid proposal no review committee was convened and the Building Official made the decision to recommend the acceptance of the proposal from Master Construction Co. Inc and award them the contract for the demolition project.

RECOMMENDED MOTION: To accept recommendation the Building Official, award the project to Master Construction Co. Inc and enter into the Agreement for Property Demolition for RFP26210 as drafted by the City Attorney and the Building Inspections Department.

PROPOSAL FORM

Building Demolition
City of Fargo – Inspections Department

Company Name: MASTER CONSTRUCTION CO. INC

Company Address: 1572 45TH ST N. FARGO ND

Address of Demolition work to be performed: 1544 3RD AVE S. FARGO

Cost:

Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ \$25,000.00

Sewer and water cap in boulevard until spring when
they can be capped in the street:

To include Street repair and traffic control: \$ \$7,500.00

Lot to be filled, compacted and brought to grade
for proper drainage: \$ \$6,500.00

Seeding, fertilizing, and hydro mulching: \$ \$1,500.00

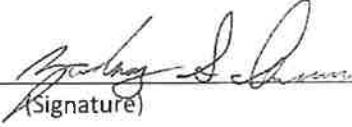
Clearing of trees per Forestry notes: \$ \$1,200.00

Asbestos Allowance: \$ \$5,000.00

Additional items: \$ N/A

TOTAL COST: \$ \$46,700.00

[] Contractors License number: ND:1442 CLASS A

By: ZACHARY S IVERSON 
(Name) (Signature)

PROJECT MANAGER ZACH.MASTER.CONSTRUCTION@GMAIL.COM 701-799-1442
(Title) (Email) (Phone)

PROPOSAL FORM

Building Demolition
City of Fargo – Inspections Department

Company Name: Pioneer LLC

Company Address: 4041 36th Ave S. Fargo, ND 58104

Address of Demolition work to be performed: 1544 3rd Ave S. Fargo, ND 58103

Cost:

Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: \$ 17,190

Sewer and water cap in boulevard until spring when they can be capped in the street:

To include Street repair and traffic control: \$ 8,250

Lot to be filled, compacted and brought to grade for proper drainage: \$ 4,000

Seeding, fertilizing, and hydro mulching: \$ 2,360

Clearing of trees per Forestry notes: \$ 500

Asbestos Allowance: \$ 2,200

Additional items: \$ —

TOTAL COST: \$ 34,500

[] Contractors License number: 59006

By: Anthony Hare 
(Name) (Signature)

Project Manager thare@pioneerfargo.com (218) 443-6546
(Title) (Email) (Phone)

AGREEMENT FOR PROPERTY DEMOLITION

This AGREEMENT FOR PROPERTY DEMOLITION (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **Master Construction Co. Inc.**, a North Dakota Limited Liability Company, whose address is 1572 45th St N 58102 (hereinafter "Contractor").

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Contractor is hereby awarded the Contract to demolish **1544 3 AVE S, Fargo, ND 58103** ("Demolition Property"), in accordance with the attached Request for Proposals ("RFP 26170") Specifications, attached hereto as Exhibit A. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the RFP Specifications, and **Master Construction Co. Inc.** Form (attached hereto as Exhibit B). In addition, Contractor must provide a Certificate of Insurance and Contract Bond or similar documents acceptable to the City; all of which are incorporated by reference and made part of this Agreement.

2. Contractor must abide by all applicable laws. Contractor agrees to indemnify and hold harmless the City from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property upon the Demolition Property, including any person or property in or upon Demolition Property caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Agreement, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Agreement. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Agreement, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Agreement for the indemnity of the City. All property kept, maintained, or stored on Demolition Property shall be so kept, maintained and stored at the sole risk of Contractor.

3. Contractor shall commence work under this Agreement within thirty (30) days or at such other time as agreed after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a breach of contract, and the Contractor and surety shall be liable for the full amount of the Agreement. If, at any time during the prosecution of the work, in the opinion of the Inspections Building Official, Contractor is not employing the necessary resources to timely complete the Agreement, or performing in an unworkmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a breach of contract, and the Contractor and surety shall be liable on their bond for the full amount of the Agreement price. The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

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

5. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

6. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

7. The effective date of this Agreement is the date of final signature by the undersigned entities.

[Signature pages to follow.]

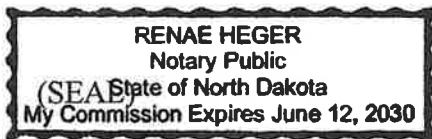
DATED this ____ day of _____, 2026.

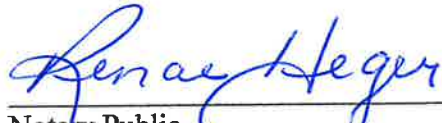
Master Construction Co. Inc.,
a North Dakota Limited Liability Company

By 
Its PRES.

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

On this 10TH day of SEPTEMBER, 2026, before me, a notary public in and for said county and state, personally appeared FRED SCHLANZER, to me known to be the person identified herein, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.




Notary Public
Cass County, North Dakota

DATED this _____ day of _____, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

By _____
Josh Boschee, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

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

On this _____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared JOSH BOSCHEE and ANGIE BEAR, to me known to be the Mayor and Auditor of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
Cass County, North Dakota



**Request for Proposal
for
Building Demolition
(RFP26170)**

RFP Close: Monday May 4th, 2026 at 2:00 p.m. CST

Issued By:

**City of Fargo Inspections Department
225 4th Street North
Fargo, ND 58102**

Proposals must be submitted to: www.fargond.bonfirehub.com
Please contact Bonfire Support@GoBonfire.com for technical questions related to your submission.

Exhibit A

City of Fargo Inspections Department is issuing a Request for Proposals for

(RFP) for "Building Demolition"

Demolition of Structure address:

1544 3 Ave S

Fargo, ND 58103

Qualified firms interested in responding to the RFP shall submit

proposals online at fargond.bonfirehub.com/ no later than:

2:00 P.M. Central Standard Time on Monday, May 4th, 2026, named "Building Demolition".

**CITY OF FARGO SPECIFICATIONS
BUILDING DEMOLITION**

PART 1 - GENERAL

The work to be done under these Specifications shall include all labor, materials, equipment and services necessary to complete all demolition work of a structure located at:

1544 3 Ave S

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively ensure that regarding any contract entered, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that is in the best interest of the City. All questions and inquiries will be addressed to:

Inspections Representative for this project: **Dillon Riemann**

Contact phone number: **701-476-6624** **DRiemann@FargoND.gov**

Exhibit A

TIMEFRAME FOR PROJECT:

Request for Proposal Available:	4/17/2026
Mandatory Pre-Proposal Meeting:	4/23/2026 @ 9AM (Inspections Department at City Hall 225 4 St N)
Request for Proposal Due by:	5/4/2026 @ 2PM
Selection approved by Commission:	5/11/2026
Permit secured by:	5/14/2026 @ 4PM
Asbestos sampling results deadline:	5/22/2026
Demolition of building(s) by:	6/15/2026

PART 2 – SCOPE OF WORK

2.1. PROTECTION OF EXISTING FACILITIES

The contractor shall, as soon as he receives a Notice to Proceed with the work, if not done previously, enter the premises and do any and all things necessary to protect the premises from damage by unauthorized persons.

The contractor shall protect all existing equipment, pavements, tracks, poles, pipes, utilities, etc., which are not affected by demolition work. All roofs and walls affected by demolition work shall be kept weather-tight. The contractor shall provide all shoring, bracing, tarps, temporary partitions, barricades, and/or other safety devices deemed necessary by the engineer for the protection of existing facilities.

2.2. OWNERSHIP OF PROPERTY

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

Only such property may be salvaged by the contractor other than specified by the City of Fargo, and in the event of any doubt respecting the ownership of any particular property, the contractor shall request from the City of Fargo a written statement respecting its ownership.

All salvage becomes the property of the contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the contract. After final grade is completed and all other work is finished, site shall be clean with no storage or debris.

Personal property of third persons or of occupants of building on the site shall not become the property of the contractor.

Exhibit A

2.3. RODENT EXTERMINATION

After the contractor has been awarded the bid and prior to commencing demolition work, the City of Fargo Health Department shall be contacted and proper action shall be taken, if necessary, for rodent extermination. If the Health Department determines that a rodent problem exists, the contractor shall hire an approved exterminator for removal of the rodent problem, the costs of which shall be handled as an extra to the contract with the costs being assessed against the property.

2.4. DEMOLITION REQUIREMENTS

The work under this contract shall consist of the following:

A. Demolition and removal of all structures on the site as stated here:

Wood Framed 1922 constructed 1 ½ story home, shed in rear yard, building materials, North driveway and sidewalk leading to front door, rear yard concrete pad and fire pit patio, fences on North and South sides, overgrowth extending over West and East property lines. Water line to be capped at the main. Sewer line to be capped in the boulevard.

- North approach and public sidewalk to remain
- Street over waterline is asphalt

B. Removal of all exterior foundation walls and floors.

C. Removal of all other walls, partition walls, columns, piers, beams, or other projections, basement floors, and all footings.

D. Utility lines.

1) Remove and seal storm and/or sanitary sewer lines leading from buildings being demolished to the PVC portion in the boulevard.

1a) When buildings are demolished on lots that are adjacent to rivers, drains, or wetlands, additional measures shall be taken to seal the sanitary sewer. A bid item for "Sewer Service Closure" shall consist of excavating to the existing sewer service in the boulevard or designated location, installing a PVC cap on the street side of that sewer, and pumping a sand & cement grout into the river or "wet" side of the sewer service to provide a minimum 10-foot-long plug, followed by backfilling with the excavated material.

2) The City of Fargo Water Department, at no cost to the contractor, will shut off water at the curb box and remove water meters from the buildings upon receipt of notification from the contractor that the building or buildings have been vacated. The contractor shall be responsible for removal of all water lines from the building to the main water line in the street and cap.

3) The cost of shutting off the corporation valves and/or gate valves at the water main will be borne by the contractor and shall be to the satisfaction of the City of Fargo Water Department with written approval by them.

Exhibit A

4) Gas services shall be turned off at existing valves by and under the supervision of the utility company owning the service. Notification of termination of gas service shall be made to the appropriate division of Northern States Power Company. Gas will be shut off at the gas main in the street and all gas meters will be removed by the utility company at no cost to the contractor.

5) Disconnect electric wires as per rules and regulations of authorities having jurisdiction. Notification of termination of electric service shall be made to Northern States Power Company. Northern States Power Company will remove meters, poles, overhead wires, and transformers at no cost to the contractor.

6) Disconnect communication company wires such as telephone, television, internet, etc., as per rules and regulations of authorities having jurisdiction. Notification of termination of telephone service shall be made to the telephone company. The Telephone Company will remove poles and overhead wires, at no cost to the contractor. Any equipment or wires left by the Telephone Company within the building will be intentional on their part and will be removed by the contractor. The contractor must coordinate with the communication company as required.

7) The contractor shall arrange removal of any other wires.

8) Maintain and preserve utilities traversing premises as long as same are required.

E. Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish, or other debris.

F. Removal of all concrete basement floors.

G. Remove all foundation walls, partition walls, footings, columns, piers, beams, or other projections from basements, cellars, and other excavations with the exception of exterior walls that lie on the boundaries formed by the adjoining streets and alleys.

H. All basements indicated shall be filled. Where excavations or open basements are not backfilled within 24 hours, the contractor will be required to encircle the open area by a standard snow fence, or equal type of fencing, for safety reasons.

I. Performance of all other incidental work necessary to fully complete the contract.

J. Walls over ten feet high of any width or length shall not remain standing after working hours unless adequate lateral support is provided.

K. Upon completion of demolition, sufficient filling and grading shall be done to bring the area of demolition up to the same level as open excavation perimeter and drainage provided per Section N below. Frozen fill is not allowed. The backfill will be of clay soil, compacted to a sufficient density so as not to allow voids, pooling of water, or slump in the future.

L. Materials: Topsoil, Fill, Seeding and Fertilizer

Exhibit A

1) Topsoil - Import. Imported topsoil shall be fertile loamy material having a p H between 5.5 and 6.5 that is free from roots, vegetation or other debris of such size and quantity that prevents proper placement of the topsoil, free of stones, noxious weeds, seeds and/or other roots, and other debris.

2) Salvaged Topsoil. Topsoil that is stripped and reused on the site shall be free from roots, vegetation or other debris of such size and quantity that prevents property placement of the topsoil, free of stones and clods over ½-inch in greatest dimension.

3) Clay Fill. Clay for fill material shall be cohesive and consist of material classified by ASTM D-2487 as CL or CH. Gradation shall not have less than 40% by weight passing the No. 200 sieve. The liquid limit (L.L.) shall be greater than 25% and plasticity index (P.I.) greater than 10 percent. The material shall be free of ice, snow, frozen earth, trash, debris, sod, roots, organic matter including silts which are unstable, inorganic materials too wet to be stable or stones larger than 3-inches in any dimension.

4) Seed. All seed shall be labeled in accordance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act in effect on the date of the invitation to bids. Seed shall be furnished separately or in mixture in standard sealed containers. Damaged, wet, or moldy seed will not be accepted. All seed shall meet the minimum requirements for purity and germination. No purity or germination tolerance will be allowed. Weed seed shall not exceed 0.5% of the total mixture, and seed shall contain no noxious weed seed of the state from which seed is to be shipped.

4a) Type B- Parks, Boulevards, Private Property, Built-Up Areas:

<u>Kind of Seed</u>	<u>Percentage</u>		
	<u>by Weight</u>	<u>Purity</u>	<u>Germination</u>
Kentucky Bluegrass	60%	90%	85%
Creeping Red Fescue	10%	90%	85%
Fine Leaf Perennial Ryegrass	30%	95%	90%

Percent by weight shall be plus or minus 5% on all seed types.

Rate of Seeding = 220 Pounds Per Acre (5 Pounds Per 1,000 Sq. Ft.)

4b) Seeding Seasons. All seedbed preparation and seeding shall be done between the dates of April 15th and July 1st or between the dates of August 15th and September 15th or the contract deadline, whichever occurs first.

Any planting done between the dates of July 1st and August 15th will be allowed only with prior written permission of the Inspector and will be at the Contractor's own risk. The addition of 10 pounds of oats per acre to the specified amount of seed shall be added at no additional cost to the city. If the seeding fails to produce a uniform growth, the seeding shall be repeated until the required growth is achieved.

Dormant fall seeding will be allowed with approval from the Inspector. Typical times or dormant seeding are from late October to early November with the soil in a cool condition. No seed shall be sown on frozen ground.

Exhibit A

5) Fertilizer. Fertilizer shall be a standard commercial grade product, free flowing and suitable for application with mechanical equipment, delivered in clean, sealed, moisture-proof & properly labeled containers bearing the name, trade name or trade mark and warranty of the producer. Fertilizers shall be recommended for grass, supplied separately or in mixtures. Fertilizer shall conform to all State and Federal regulations. All fertilizer shall contain slow release nitrogen in the form of inorganic chemicals amounting to at least 50% of the available nitrogen specified.

5a) Type A & Type B Seeding:

Starter Fertilizer: Fertilizer shall be 12-24-12 at an application rate of 220 pounds per acre (5 pounds per 1,000 sq. Ft.).

5b) Mulching – Type 1 (Hydro Mulch):

Hydro mulch shall be virgin wood fiber mulch for use in hydraulic planting, cooked cellulose fiber which shall have the property of dispersing readily in water and shall have no toxic effect when combined with seed or other materials. The mulch shall be treated with a tackifier to enhance mulch placement and adherence to the soil. A green colored dye which is nontoxic to plant growth shall be used. Wood cellulose fiber shall be packaged in new, labeled containers, shall have an equilibrium air-dried moisture content of 12% plus or minus 3% at time of manufacture, and shall have a pH range of 3.5 to 5.0. The homogenous slurry or mixture shall be capable of application with power spray equipment. Hydro mulch shall be applied at a rate of 2,000 pounds per acre (45 pounds per 1,000 sq. Ft.). No sawdust, straw mulch, or byproduct mulch will be allowed.

M. All rubbish, non-reusable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the inspector.

N. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. The contractor shall overlay the demolition site with black dirt and grass seed upon completion of the project. Seeding must be completed under suitable conditions as to encourage and maintain grass growth.

O. The contractor shall furnish the disposal site for all demolition materials. The disposal site shall be approved and/or certified to accept all materials from the demolition. For single family houses, all materials that are capable of being recycled, shall be recycled. Capable materials shall include but not be limited to steel, wiring, etc. Materials encased inside of walls, floors and floor/ceilings do not need to be removed prior to demolition.

P. The contractor shall take whatever steps necessary to control dust during demolition and removal. The contractor will monitor the haul road for debris. If required, water shall be sprayed to adequately wet the debris to control dust during the entire demolition process. The Contractor shall provide the watering equipment or obtain a water meter from the City of Fargo to connect to a fire hydrant to satisfy this requirement. The watering requirement will be waived if temperatures are below freezing.

Exhibit A

All trucks hauling demolition debris shall be tarped, so construction debris is contained from the demolition site to the disposal site. The Contractor shall monitor & collect debris on the haul road associated with the demolition project.

Q. Thermostats containing mercury must be disposed of into landfills, contingent upon acceptance by the landfill authority. Disposal is enhanced by covering the mercury containing device with soil before breaking the mercury container. This helps to bind the mercury with the soil rather than it being released to the atmosphere where the vapor poses a health concern. Any cost associated with the disposal of a thermostat containing mercury shall be included in the demolition bid item.

R. Permits & Notifications

The Contractor shall provide an anticipated construction schedule. If the construction schedule changes the Contractor shall be required to supply a revised schedule. It will be anticipated that demolition can be performed within 2 weeks of authorization.

The Contractor shall also be required to notify adjoining property owners 48 hours in advance of any parking restrictions/street closings affecting access to their property. This can be accomplished by posting temporary laminated signs in the vicinity of the closure/work zone.

The Contractor shall be responsible for obtaining all permits necessary for demolition of each structure. Permit costs shall be included in the Demolition bid item. Permits shall include but are not limited to:

- Obtaining a demolition permit from the City of Fargo Inspections Department. Water and sewer services to buildings to be demolished must be capped or provisions made as required by the City of Fargo prior to the issuance of a demolition permit. If alternative water and sewer disconnection is requested, a plan must be submitted for review.
- Obtaining all permits from the City of Fargo Engineering Department to transport equipment into and out of each site.
- Completing & submitting an Erosion & Sediment Control Permit from the City of Fargo Engineering Department.
- Completing & submitting an Asbestos Notification of Demolition and Renovation to the NDDOH if required; Must be submitted 10 working days prior to the demolition of the structure(s).

Submitting a Lead-Based Paint Notification of Abatement and Demolition Clearance to the NDDOH if required; Must be submitted 10 working days prior to the demolition of the structure(s). When submitting this form check yes in box III under the assumption that the structure has lead paint. Fill in all other areas of the form that apply.

S. Asbestos Testing

Required: ☒ Yes ☐ No

(EPA Requirement as per Jane Kangas, ND Department of Health)

Asbestos Notification of Demolition and Renovation forms must be completed by the Contractor and submitted to the North Dakota Department of Health if required.

If necessary the cost of testing, abating & monitoring required during demolition activities for compliance shall be included in the bid item for demolition.

- Asbestos allowance will not be factored into the low bid

Exhibit A

If necessary the cost of testing, abating & monitoring required during demolition activities for compliance shall be included in the bid item for demolition.

All abatement activities must be conducted in accordance with requirements set forth by the North Dakota Department of Health and the EPA's NESHAP Regulation. The City of Fargo shall not be held responsible if the Contractor fails to abide & comply with the guidelines as stated above.

T. Demolition of Structures with Asbestos: Required: ☒ Yes ☐ No

- Asbestos allowance will not be factored into the low bid

Regulated asbestos containing materials must be abated prior to commencing demolition activities if required. Non-regulated category 1 non-friable asbestos may remain in place during demolition activities if the criteria listed in the Demolition Survey recommendations are adhered to.

The Contractor shall assign the removal of regulated asbestos containing materials to an asbestos removal Contractor licensed with the State of North Dakota. The Contractor shall submit to the City of Fargo documentation certifying that regulated asbestos was removed from the properties and shall follow all rules and regulations regarding asbestos removal.

The City of Fargo shall not be held liable for actions or damages caused by the Contractor or his subcontractors if asbestos is not properly removed & disposed during demolition activities. The Contractor shall notify the City of Fargo landfill when asbestos containing materials will be transported and disposed of at the landfill. The Contractor shall submit a waste manifest form to the landfill when disposing waste containing asbestos. The cost for all landfill tipping fees & subcontracting asbestos abatement shall be included in the bid item for demolition.

U. Lead Based Paint

The City of Fargo will not be requiring the Contractor to perform abatement of lead-based paint in any of the structures to be demolished or moved. After the structure & debris have been removed & the site is backfilled, the City will require that a risk assessor perform a visual inspection for any paint chips. Any paint chips found shall be removed from the site by the Contractor & disposed according to all applicable rules & regulations for lead paint disposal.

V. Miscellaneous Solid Waste (MSW)

The owner was notified of the demolition of this structure and should have removed all personal belongings from the property. However, some materials may have been left behind and will need to be removed by the Contractor during the demolition process. Disposal of all Miscellaneous Solid Waste (MSW) shall be incidental to the price bid for demolition. This shall also include any items that would need to be properly disposed at a hazardous waste facility.

The Contractor may deposit all hazardous waste material to the City of Fargo Household Hazardous Waste (HHW), if given prior approval by the manager of the HHW, at no charge during business hours. The City of Fargo HHW building is located at #606 43 1/2 Street North.

W. Clearing & Grubbing

Exhibit A

Prior to topsoil stripping, all topsoil shall be made to be free from surface vegetation over six inches in height, trash, stones, and all other debris by clearing and grubbing. The Engineer will establish the limits for clearing and grubbing and designate all trees, shrubs, plants and other items that are to be removed. Unless otherwise specified, all material cleared and grubbed shall be disposed of at the City of Fargo Landfill.

X. Tree Removal

The Inspections Representative, under direction of the forestry personnel, will mark all trees that are to be removed; the Contractor shall not remove any tree not marked for removal. The Contractor shall take all appropriate precautions to protect trees that are not marked for removal. All tree removals shall include pulling from the ground and removing the root ball (stump) of all removed trees. In no case will grinding of the root ball be allowed.

Y. Topsoil Stripping

Where topsoil stripping requirements are not outlined in the Special Instructions, if required by the Inspections Representative, the entire thickness of existing topsoil shall be stripped. Topsoil that is temporarily stockpiled for respreading on the project shall be piled within the construction limits delineated by the Inspector. Where the plans or Special Instructions call for permanent stockpiling of topsoil, the costs to haul and shape the material to a drainable, mowable stockpile shall be included in the contract price for topsoil stripping.

Z. Vehicle and Equipment Removal

The property currently contains a dump truck and mechanical lift on site. These items are not considered Miscellaneous Solid Waste (MSW). The Contract shall not dispose of, salvage, or otherwise assume ownership of these items.

The City will coordinate removal of titled vehicles and/or heavy equipment prior to demolition. If such items remain on site at the time of mobilization, the Contractor shall notify the City immediately. The Contractor shall not proceed with demolition activities that could impact or damage these items until directed by the City.

If directed by the City, the Contractor may be required to facilitate access for removal or coordinate with a third-party towing or recovery service. Any costs associated with such coordination shall be included in the bid unless otherwise specified.

PART 3 - GUARANTEE, MEASUREMENT & PAYMENT

3.1. GUARANTEE

The guarantee shall cover the contract as to workmanship and material for a period of six (6) months from the date of final acceptance and payment.

3.2. MEASUREMENT AND PAYMENT (revised January, 2002)

The method of payment shall be as indicated in the contract proposal.

Payment for "Sewer Service Closure", when designated, shall include all cost associated with the plugging of the sewer service as provided in Section 3500 – 3.4.D.1a. and will be on a per each basis. Any item of work necessary to properly complete the demolition work which is not included

Exhibit A

in the bid items in the contract proposal shall be considered an incidental item; the cost shall be charged to other items.

PART 4- SUBMITTAL OF PROPOSAL/CONTRACT

4.1. CONTRACT

Refer to "General Instructions to Bidders" document located on the Bidding Resources section of the City of Fargo website, Section IB-6 "Forms of Proposals". Any reference to work on the contract or on specifications, this document shall govern.

Proposal must include the following information:

1. Project Name and address.
2. Description of work.
3. Bidder's Name, Address, Email, and contact Phone Number.
4. Asbestos cost to be \$5,000 allowance.
 - Please note on bid if asbestos allowance is included.
 - Asbestos sample, test, and abatement invoices are required with final payment request.
 - Asbestos abatement is a requirement by the State of North Dakota.
5. Itemized capping utility costs including capping at the main
6. Itemize tree removal costs if applicable
 - See forestry note if applicable.

A signed proposal and these specifications will become the complete contract.

Exceptions & Deviations:

Proposer shall fully describe every variance exception and/or deviation. List the item number here fully explain any item in non-compliance with specification. Additional sheets may be used if require.

Additional Items Not Included in the Base Proposal Price (please identify those items below and include pricing).

Exhibit A

Additional Items	Cost of Items

PROPOSAL FORM

Building Demolition
City of Fargo – Inspections Department

Company Name: _____

Company Address: _____

Address of Demolition work to be performed: _____

Cost:

Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: \$ _____

Sewer and water cap in boulevard until spring when they can be capped in the street:

To include Street repair and traffic control: \$ _____

Lot to be filled, compacted and brought to grade for proper drainage:

\$ _____

Seeding, fertilizing, and hydro mulching:

\$ _____

Clearing of trees per Forestry notes:

\$ _____

Asbestos Allowance:

\$ _____

Additional items: _____

\$ _____

TOTAL COST:

\$ _____

[] Contractors License number: _____

By: _____
 (Name) (Signature)

(Title)

(Email)

(Phone)

Exhibit B

PROPOSAL FORM

Building Demolition
City of Fargo – Inspections Department

Company Name: MASTER CONSTRUCTION CO. INC

Company Address: 1572 45TH ST N. FARGO, ND

Address of Demolition work to be performed: 1544 3RD AVE S. FARGO

Cost:

Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ \$25,000.00

Sewer and water cap in boulevard until spring when
they can be capped in the street:

To include Street repair and traffic control: \$ \$7,500.00

Lot to be filled, compacted and brought to grade
for proper drainage:

\$ \$6,500.00

Seeding, fertilizing, and hydro mulching:

\$ \$1,500.00

Clearing of trees per Forestry notes:

\$ \$1,200.00

Asbestos Allowance:

\$ \$5,000.00

Additional items: _____

\$ N/A

TOTAL COST:

\$ \$46,700.00

[] Contractors License number: NO: 1942 CLASS A

By: ZACHARY S. IVERSON
(Name)

[Signature]
(Signature)

PROJECT MANAGER
(Title)

ZACH. MASTER CONSTRUCTION @ gmail.com
(Email)

701-799-1442
(Phone)