



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes - ~~January 17, 2022~~ (Pages 3-4) *EDIT February 7, 2022
- E. Building Permits (Pages 5-6)

Consent Agenda - Approve the Following:

- a. Bills (Pages 7-18)
- b. Designation of Planning Commission chair as alternate member on MetroCOG Policy Board (Page 19)
- c. Commission Confirmation of Mayor's appointment of 3 reps to Arts Advisory Committee & expansion of committee from 5 to 6 members (Pages 20-28)
- d. Gaming Site Authorization for the Fargo West Rotary. Games to be conducted: Raffles on 5/20/2022 at Fargo Harley Davidson at 701 Christianson Drive West (Page 29)
- e. Games of Chance for West Fargo Exchange Club. Games to be conducted: Raffles on 4/1/2022 at Veterans Memorial Arena at 1201 7th Ave E (Page 30)
- f. Dakota Medical Foundation - Petition for Improvements (Pages 31-36)
 - Accept Petition and Authorize Engineer to begin Preliminary Engineering
- g. Improvement District No. 1337 – Wilds 21st Addition (Pages 37-38)
 - Accept Resolution Declaring Petition for Improvements Received
- h. Cass County Drug Task Force MOU (Pages 39-47)

Regular Agenda

- 1. Public Hearing and Presentation – Cass County Housing Authority Brighton Place and Monterey Apartments Development Project - Malachi Petersen, City Planner (Pages 48-54)
- 2. First Reading & Public Hearing - Zoning Ordinance Amendment to Section 4-449 allowing for Telecommunications Towers within the P: Public Facilities District - Malachi Petersen, City Planner (Pages 55-66)
- 3. Conditional Use Permit for Off-Premise Signs in a P: Public Facilities District at 535 13th Avenue West (South Elmwood Park) - Lisa Sankey, City Planner (Pages 67-84)
- 4. Conditional Use Permit for a Home occupation (Firearm Sales) - Malachi Petersen, City Planner (Pages 85-100)
- 5. Enterprise Grant for Ades Cuisine LLC - Malachi Petersen, City Planner (Pages 101-160)
- 6. Resolution to Rename 57th Avenue West to 55th Avenue West - Aaron Nelson, Planning and Zoning Director (Pages 161-164)

7. First Reading of Ordinance 1207 - Parking on Snow Emergency Routes (Pages 165-166)
8. Improvement District 2265 - 9h St NE (Main Ave to 12th Ave NE) - Dustin Scott, City Engineer (Pages 167-174)
 - Authorize RFP to be Published
9. Public Works Equipment Trainer - Matt Andvik, Public Works Director (Pages 175-176)
10. City Administrator's Report - Tina Fisk, City Administrator
 - A. Ordinance for no Signatures for Candidates for Commissioners - John Shockley, City Attorney
11. Correspondence
12. Non-Agenda Items
13. Adjourn



**West Fargo City Commission Meeting
Monday, February 7, 2022
Commission Chambers 5:30 PM**

The West Fargo City Commission met on Monday, February 7, 2022, at 5:30 pm. Those present were Commissioners Bernie Dardis, Eric Gjerdevig, Brad Olson and Mandy George. Commissioner Mark Simmons was absent. President of the Board Bernie Dardis called the meeting to order at 5:30 PM.

The Pledge of Allegiance was recited.

Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the order of the agenda as distributed. No opposition. Motion carried.

Commissioner Gjerdevig moved and Commissioner George seconded to approve the minutes of January 17, 2022 as distributed. No opposition. Motion carried.

Commissioner George moved and Commissioner Olson seconded to approve the Building Permit Reports as distributed. No opposition. Motion carried.

Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the following items from the Consent Agenda:

- a. Bills (Pages 8-19)
- b. Games of Chance for Red River Infinity Volleyball Inc. Games to be conducted: Raffle at Rustad Recreational Center at 601 26th Ave E (Page 20)
- c. District 1337 - Petition for Improvements in Wilds 21st Addition submitted by Westport Investments, LLC Action Petition and direct engineering to prepare an amendment to the Engineer's Report for District 1337 (Pages 21-36)
- d. Appointment of Ryan Becker to Airport Authority (Page 37)

No opposition. Motion carried.

Commissioner Olson brought forth the discussion of Sheyenne Street Cleaning and Snow Removal. Following discussion, Commissioner Gjerdevig moved and Commissioner Olson seconded to amend the resolution designating snow emergency routes to include parts of Sheyenne Street as determined by the City Administrator, Public Works and Chief of Police. No opposition. Motion carried.

John Shockley, City Attorney appeared before the Commission for approval of the Second Reading of Ordinance No. 1205 - Authorization of Annual Appropriations Bonds. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the Second Reading of Ordinance No. 1205 - Authorization of Annual Appropriations Bonds. No opposition. Motion carried.



West Fargo City Commission Meeting
Monday, February 7, 2022
Commission Chambers 5:30 PM

Tina Fisk, City Administrator City Administrator Report:

- a. Massage Ordinance update, to move forward and work with the City Attorney to bring forth the First Reading of the Ordinance.
- b. Update on open positions within the City of West Fargo
- c. West Fargo Room Remodel update
- d. HVAC update within City Hall
The Commission authorized staff to move forward with an RFP to complete the work.
- e. Parking Garage Structure Update on Security Cameras
Commissioner Olson moved and Commissioner George seconded to proceed with the Security cameras at the Parking Garage.
- f. Denis Otterness, Chief of Police gave an update on Officer Brown regarding his first shift bank with the City.
- g. Matt Andvik, Public Works Director gave an update on the new CDL law

There were no correspondence.

In regards to non-agenda items, Collin Stangeland a West Fargo resident at 625 6th St W, West Fargo appeared before the Commission to discuss changes to an ordinance, No action was taken.

Commissioner George moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned at 6:25 PM.

Bernie Dardis, Commission President

Tina Fisk, City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
02/21/2022**

	AS OF 2/11/2022			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	1		\$ 906,390.00	1		\$ 906,390.00
RESIDENTIAL DWELLING				3	3	\$ 1,140,000.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC				1		\$ 160,000.00
CHURCH						
ACCESSORY	1		\$ 265,000.00	2		\$ 268,500.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	4		\$ 605,000.00	12		\$ 2,239,095.00
RESIDENTIAL	8		\$ 332,592.00	17		\$ 584,624.00
PUBLIC						
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION	2		\$ 164,000.00	2		\$ 164,000.00
MOVE						
PERMIT CANCELLATION						
TOTALS	16	0	\$ 2,272,982.00	38	3	\$ 5,462,609.00

WEST FARGO CITY COMMISSION MEETING

1 of 1

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
220089	American Waterworks	502 2 Avenue East	Alan & Joyce Talle	\$ 33,232.00	Remodel - Residential - Repair Foundation
220090	Brian Muehler	1210 22 Avenue West	Brian & Sloane Muehler	\$ 40,000.00	Remodel - Residential - Lower Level Finish
211643	National Contractors, Inc	665 32 Avenue East	KLC Holdings, LLC	\$ 100,000.00	Remodel - Commercial - Fitup for Nautical Bowls
220097	Robert Schobinger	426 Freedom Terrace East	Robert Schobinger	\$ 100,000.00	Remodel - Residential - Lower Level Finish
220102	Modern Builders	1317 Main Avenue East	Henco Property Leasing	\$ 190,000.00	Remodel - Commercial - Fitup tenant space for salon
220103	High Mountain Communications	4331 81st Street South	Cass County Joint Water	\$ 265,000.00	Accessory - Monopole tower
220110	Shawn & Danell Nulph	2302 Rivers Bend Drive East	Shawn Nulph	\$ 30,000.00	Remodel - Residential - Lower Level Finish
220111	Blue Ridge Builders	1064 Pakway Lane	Traci & Brian Jacobson	\$ 90,000.00	Remodel - Residential - Kitchen remodel
220119	Wayne Schoenberg	1177 Brooks Drive West	Wayne Schoenberg	\$ 10,000.00	Remodel - Residential - Lower Level Finish
220120	Odee Henrickson	1317 Main Avenue East	Henco Property Leasing	\$ 40,000.00	Remodel - Commercial - Fitup tenant space for photo studio
220129	LinnCo Inc.	500 13th Avenue West	West Fargo Park District	\$ 82,000.00	Demolish - Several Structures
220130	LinnCo Inc.	Park	West Fargo Park District	\$ 82,000.00	Demolish - Several Buildings
220131	Meridian Commercial Construction	567 32nd Avenue East	Four Horsemen, LLC	\$ 906,390.00	Commercial - Construct Shell only for Mixed Use Building
220132	Olaf Anderson Construction	701 32nd Avenue West	701 Eagle Run, LLC	\$ 275,000.00	Remodel - Commercial - Fitup for Chiropractic Office
220134	Hanlon Construction	514 19 Street East	Ryan Andringa	\$ 9,360.00	Remodel - Residential - Residing
210336	Nate & Kristen Weise	3743 Hidden Circle	Nate & Kristen Weise	\$ 20,000.00	Remodel - Residential - Lower Level Finish

02/14/22
13:25:24

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 1 of 12
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101384	S	3491 LOFFLER COMPANIES INC	126.54	01/28/22		CL 101685	126.54
101385	S	3418 LOFFLER	200.00	01/28/22		CL 101686	200.00
101386	S	3418 LOFFLER	1419.24	01/28/22		CL 101689	1419.24
101387	S	1881 SAM'S CLUB/SYNCHRONY BANK	566.54	01/28/22		CL 101690	566.54
101388	S	274 STEVE MOTTINGER	5000.00	02/01/22		CL 101698	5000.00
101389	S	338 XCEL ENERGY	3301.33	01/31/22		CL 101719	3301.33
101390	S	999999 AUDREY BJELLAND	1640.27	02/02/22		CL 101807	1640.27
101391	S	3552 BLUE CROSS BLUE SHIELD	478697.10	02/02/22		CL 101808	478697.10
101392	C S	2628 TOPPERS CAR CLUB	0.00	02/02/22		CL 101810	
101393	* S	2628 TOPPERS CAR CLUB	3375.00	02/02/22		CL 101810	3375.00
101394	S	4265 CHRISTY GOULET	230.00	02/03/22		CL 101815	230.00
101395	S	999999 CITY OF WEST FARGO	13317.62	02/08/22		CL 101896	13317.62
101396	S	3299 1ST IMPRESSIONS	68.00	02/08/22		CL 101596	68.00
101397	S	289 ACME TOOLS	226.31	02/08/22		CL 101633	43.56
						CL 101749	182.75
101398	S	2399 ADVANCED AUTO BODY & GLASS	1396.55	02/08/22		CL 101854	1396.55
101399	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	24383.00	02/08/22		CL 101898	15019.25
						CL 101905	9363.75
101400	S	3869 ALISHA REIS	26.32	02/08/22		CL 101812	26.32
101401	S	2947 ALLSTATE PETERBILT OF FARGO	257.67	02/08/22		CL 101618	257.67
101402	S	4103 ALTERATIONS BY L	72.00	02/08/22		CL 101757	72.00
101403	S	3490 AMAZON CAPITAL SERVICES	1487.22	02/08/22		CL 101536	90.00
						CL 101683	113.70
						CL 101692	81.97
						CL 101803	106.27
						CL 101823	29.98
						CL 101835	606.45
						CL 101864	401.78
						CL 101886	35.09
						CL 101908	21.98

02/14/22
13:25:24

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 2 of 12
Report ID: AP300

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101404	S	317 AMERICAN WELDING & GAS, INC.	449.93	02/08/22		CL 101629	387.50
						CL 101766	62.43
101405	S	4145 ANDERSONS SHOE AND TARP REPAIR	40.00	02/08/22		CL 101855	40.00
101406	S	3996 ANDIE WAGEMANN	93.00	02/08/22		CL 101856	93.00
101407	S	2931 AUTO VALUE PARTS STORES	667.50	02/08/22		CL 101617	125.86
						CL 101741	79.01
						CL 101839	368.96
						CL 101841	93.67
101408	S	3032 AXON ENTERPRISE INC	21060.00	02/08/22		CL 101682	21060.00
101409	S	1695 BAKER & TAYLOR	1418.61	02/08/22		CL 101539	1418.61
101410	S	3372 BARRY KIEMIELE	315.44	02/08/22		CL 101586	315.44
101411	S	4266 BED BY DESIGN MATTRESS FACTORY	399.00	02/08/22		CL 101865	399.00
101412	S	3149 BEE SEEN GEAR	951.00	02/08/22		CL 101696	435.00
						CL 101867	435.00
						CL 101868	81.00
101413	S	4268 BEN HERBST	25.00	02/08/22		CL 101869	25.00
101414	S	26 BORDER STATES INDUSTRIES INC	1657.53	02/08/22		CL 101786	1657.53
101415	S	3512 BOUND TREE MEDICAL, LLC	8595.44	02/08/22		CL 101697	7878.22
						CL 101859	717.22
101416	S	3374 BREANNA GRONAAS	356.75	02/08/22		CL 101584	356.75
101417	S	652 BRENCO CORPORATION	241.04	02/08/22		CL 101572	103.00
						CL 101640	80.70
						CL 101783	57.34
101418	S	4270 BRUCE RENSVOLD	66.50	02/08/22		CL 101884	66.50
101419	S	3892 BURGGRAF'S ACE FARGO WEST	105.18	02/08/22		CL 101699	105.18
101420	S	351 BUSINESS ESSENTIALS	1637.59	02/08/22		CL 101569	197.05
						CL 101601	219.85
						CL 101605	210.34
						CL 101606	256.54
						CL 101657	177.38
						CL 101700	119.96
						CL 101725	267.74
						CL 101836	16.44
						CL 101850	165.00
						CL 101895	7.29

02/14/22
13:25:25

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 3 of 12
Report ID: AP300

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101421	S	39 BUTLER MACHINERY	8076.60	02/08/22		CL 101638	7541.00
						CL 101754	535.60
101422	S	61 CASS COUNTY FINANCE	2414.95	02/08/22		CL 101653	2414.95
101423	S	46 CASS RURAL WATER USERS	30.24	02/08/22		CL 101701	30.24
101424	S	999999 CASSIE MURPHY	300.00	02/08/22		CL 101902	300.00
101425	S	4108 CED	4368.75	02/08/22		CL 101599	1500.00
						CL 101752	2868.75
101426	S	1250 CHAD ZANDER	157.72	02/08/22		CL 101585	157.72
101427	S	3417 CHELSEA SIMDORN	13.53	02/08/22		CL 101833	13.53
101428	S	3216 CINTAS	140.01	02/08/22		CL 101782	140.01
101429	S	111 CITY OF FARGO	37592.83	02/08/22		CL 101643	20382.99
						CL 101788	17209.84
101430	S	3592 COBAN TECH / SF MOBILE VISION INC	1590.00	02/08/22		CL 101817	1590.00
101431	S	1904 CODE 4 SERVICES, INC	4016.14	02/08/22		CL 101613	4016.14
101432	S	3591 CODY ZAVADIL	175.00	02/08/22		CL 101693	175.00
101433	S	133 COLE PAPER	201.82	02/08/22		CL 101792	201.82
101434	S	4175 COLUMBIA SOUTHERN UNIVERSITY	1300.00	02/08/22		CL 101862	1300.00
101435	S	3530 CONNECTWISE	126.41	02/08/22		CL 101892	126.41
101436	S	3245 CORE & MAIN	13445.62	02/08/22		CL 101637	12261.62
						CL 101795	1184.00
101437	S	3872 CRITICAL MENTION, INC	4800.00	02/08/22		CL 101906	4800.00
101438	S	1675 DAKOTA FLUID POWER, INC	300.23	02/08/22		CL 101736	300.23
101439	S	2514 DAKOTA MAILING & SHIPPING EQUIPMENT, INC	276.41	02/08/22		CL 101903	276.41
101440	S	4267 DAKTRONICS INC	13262.00	02/08/22		CL 101889	13262.00
101441	S	4257 DANIELLE JOHN	213.50	02/08/22		CL 101588	168.00
						CL 101726	45.50

02/14/22
13:25:25

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 4 of 12
Report ID: AP300

Claim Checks

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101442	S	3525 DELL SPRECHER	80.00	02/08/22		CL 101870	80.00
101443	S	77 DEMCO INC	315.69	02/08/22		CL 101540	315.69
101444	S	2100 EAGLE RUN CROSSING LLC	3791.82	02/08/22		CL 101831	2427.09
						CL 101832	1364.73
101445	S	4049 EAPC ARCHITECTS ENGINEERS	222750.00	02/08/22		CL 101702	222750.00
101446	S	4260 ED M FELD EQUIPMENT COMPANY INC	948.38	02/08/22		CL 101708	948.38
101447	S	1502 EIDE BAILLY	360.00	02/08/22		CL 101760	45.00
						CL 101768	315.00
101448	S	1841 EMERGENCY AUTOMOTIVE TECHNOLOGIES, INC	418.71	02/08/22		CL 101631	418.71
101449	S	3410 ENGRAPHIX	78.00	02/08/22		CL 101671	78.00
101450	S	3722 ENVIROTECH	32967.45	02/08/22		CL 101635	9373.26
						CL 101745	14383.80
						CL 101824	9210.39
101451	S	3013 EPIC EVENTS LLC	13230.76	02/08/22		CL 101844	13230.76
101452	S	3873 EPIC MANAGEMENT	195.92	02/08/22		CL 101830	195.92
101453	S	2862 ESSENTIA HEALTH	2139.00	02/08/22		CL 101703	2139.00
101454	S	712 FAMILY HEALTHCARE	20000.00	02/08/22		CL 101578	20000.00
101455	S	3253 FARGO PARTS & EQUIPMENT INC	1280.00	02/08/22		CL 101732	1280.00
101456	S	144 FARMERS BROTHERS COFFEE	265.56	02/08/22		CL 101796	265.56
101457	S	728 NAPA CENTRAL	925.11	02/08/22		CL 101593	311.76
						CL 101743	613.35
101458	S	1648 FARSTAD OIL, INC	494.87	02/08/22		CL 101627	327.12
						CL 101777	167.75
101459	S	2098 FBI-LEEDA	500.00	02/08/22		CL 101674	500.00
101460	S	151 FEDERAL EXPRESS	10.96	02/08/22		CL 101673	10.96
101461	S	329 FERGUSON WATERWORKS #2516	416.37	02/08/22		CL 101590	328.25
						CL 101765	88.12

02/14/22
13:25:25

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 5 of 12
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101462	S	3347 FIRST INTERNATIONAL INSURANCE	359414.00	02/08/22		CL 101565	358404.00
						CL 101626	830.00
						CL 101800	180.00
101463	S	104 FORUM COMMUNICATIONS	139.32	02/08/22		CL 101767	139.32
101464	S	155 GALLS, LLC	11841.40	02/08/22		CL 101704	306.54
						CL 101761	793.74
						CL 101852	10741.12
101465	S	93 GATEWAY CHEVROLET	92.35	02/08/22		CL 101789	92.35
101466	S	3112 GOVERNMENT FINANCE OFFICERS ASSOCIATION	250.00	02/08/22		CL 101552	250.00
101467	S	556 GRAINGER, INC.	2089.25	02/08/22		CL 101772	109.26
						CL 101793	1316.47
						CL 101821	663.52
101468	S	3534 GRAND FORKS FIRE EQUIPMENT LLC	1413.91	02/08/22		CL 101705	1133.29
						CL 101873	280.62
101469	S	3535 GREAT PLAINS FIRE	4659.00	02/08/22		CL 101874	4659.00
101470	S	2877 GREATAMERICA FINANCIAL SERVICES	442.89	02/08/22		CL 101604	442.89
101471	S	135 HAWKINS WTR TREATMENT	13065.41	02/08/22		CL 101644	5590.22
						CL 101794	7475.19
101472	S	9 HBI	99.99	02/08/22		CL 101770	99.99
101473	S	4271 HOME BUILDERS ASSOCIATION OF FM	50.00	02/08/22		CL 101900	50.00
101474	S	1226 HP INC.	4695.00	02/08/22		CL 101684	1467.00
						CL 101688	978.00
						CL 101894	2250.00
101475	S	2102 IACP	850.00	02/08/22		CL 101679	850.00
101476	S	2521 IMAGE ACCESS, INC.	808.00	02/08/22		CL 101656	808.00
101477	S	2346 INFOUSA MARKETING, INC	968.00	02/08/22		CL 101538	968.00
101478	S	2500 INLAND TRUCK PARTS & SERVICE	220.85	02/08/22		CL 101737	220.85
101479	S	211 INTERSTATE BATTERIES	263.90	02/08/22		CL 101707	263.90
101480	S	3368 IWORQ	29850.00	02/08/22		CL 101809	29850.00

02/14/22
13:25:25

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 6 of 12
Report ID: AP300

Claim Checks

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101481	S	3619 IXOM WATERCARE INC	740.00	02/08/22			
101482	S	233 J & L SPORTS	410.86	02/08/22		CL 101820	740.00
						CL 101739	389.86
						CL 101825	7.00
						CL 101901	14.00
101483	S	3651 JAMES MARTINEZ	132.09	02/08/22			
101484	S	811 JASON ANDERSON	643.45	02/08/22		CL 101885	132.09
101485	S	2378 JASON CARRIVEAU	25.00	02/08/22		CL 101608	643.45
101486	S	999999 JASON MYNHEIR	30.06	02/08/22		CL 101872	25.00
101487	S	3526 JOHN NEEB	54.00	02/08/22		CL 101583	30.06
101488	S	2709 JOHNSON LAWN SERVICE	682.20	02/08/22		CL 101875	54.00
101489	S	3518 JUSTIN DONLEY	45.50	02/08/22		CL 101709	682.20
101490	S	4114 KRISTIN KRAMER	21.84	02/08/22		CL 101731	45.50
101491	S	4262 KRISTOPHER KARLS	250.00	02/08/22		CL 101603	21.84
101492	S	1236 LAKE AGASSIZ WATER AUTHORITY	4000.00	02/08/22		CL 101713	250.00
101493	S	260 LAR'S BODY SHOP	5365.79	02/08/22		CL 101909	4000.00
101494	S	3974 LATASHA KELLER	93.00	02/08/22		CL 101609	5365.79
101495	S	4261 LAURA BILLON	124.53	02/08/22		CL 101876	93.00
101496	S	1020 LEADSONLINE LLC	1220.00	02/08/22		CL 101711	124.53
101497	S	4264 LEVI DUDDEN	45.50	02/08/22		CL 101563	1220.00
101498	S	3109 LIBRARY IDEAS, INC	69.64	02/08/22		CL 101730	45.50
						CL 101658	25.69
						CL 101816	43.95
101499	S	3418 LOFFLER	8.73	02/08/22		CL 101893	8.73
101500	S	3603 LOGAN JACOBSON	131.63	02/08/22		CL 101826	131.63
101501	S	1417 LUTHER FAMILY BUICK-PONTIAC-GMC	374.26	02/08/22		CL 101790	374.26
101502	S	711 LUTHER FAMILY FORD	20.40	02/08/22		CL 101755	20.40

02/14/22
13:25:25

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 7 of 12
Report ID: AP300

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101503	S	3502 M&T FIRE AND SAFETY	4641.00	02/08/22		CL 101712	4641.00
101504	S	3304 MAC'S - FARGO	130.60	02/08/22		CL 101641	130.60
101505	S	3536 MACQUEEN EMERGENCY	3172.08	02/08/22		CL 101716	2445.50
						CL 101880	726.58
101506	S	3384 MATHESON TRI-GAS INC	159.00	02/08/22		CL 101598	45.00
						CL 101797	114.00
101507	S	299 MENARDS	381.56	02/08/22		CL 101628	117.60
						CL 101785	254.98
						CL 101877	8.98
101508	S	4255 MICHAEL KNODEL	150.00	02/08/22		CL 101581	150.00
101509	S	3462 MIDWEST CARD AND ID SOLUTIONS LLC	10034.00	02/08/22		CL 101888	10034.00
101510	S	1854 MIDWEST TAPE	2035.92	02/08/22		CL 101659	324.31
						CL 101813	1695.32
						CL 101851	16.29
101511	S	3521 MINNESOTA STATE COMMUNITY & TECH COLLEGE	890.00	02/08/22		CL 101694	890.00
101512	S	772 MINNKOTA	48.00	02/08/22		CL 101623	48.00
101513	S	1379 MUNICIPAL JUDGE'S ASSOCIATION	50.00	02/08/22		CL 101722	50.00
101514	S	3350 MVM CONTRACTING, INC	300.00	02/08/22		CL 101714	300.00
101515	S	298 MVTL LABORATORIES	1092.50	02/08/22		CL 101646	1092.50
101516	S	1041 NCRAAO '22	325.00	02/08/22		CL 101573	325.00
101517	S	3428 ND DEPARTMENT OF ENVIORNMENTAL QUALITY	1006.32	02/08/22		CL 101616	1006.32
101518	S	3876 NDEMA	50.00	02/08/22		CL 101842	50.00
101519	S	999999 NDM RESTAURANTS L.C.	6684.00	02/08/22		CL 101848	6684.00
101520	S	364 NELSON INTERNATIONAL	3672.49	02/08/22		CL 101636	299.49
						CL 101735	3373.00
101521	S	3056 NEON SIGN SHACK	1290.00	02/08/22		CL 101846	1290.00
101522	S	3915 NIAIA NATIONAL INTERNAL AFFAIRS INVESTIG	100.00	02/08/22		CL 101562	100.00

02/14/22
13:25:25

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 8 of 12
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101523	S	2035 NORTH CENTRAL RENTAL & LEASING, LLC	16293.48	02/08/22			
						CL 101612	16293.48
101524	S	141 NORTH STAR SAFETY, INC	32.00	02/08/22			
						CL 101881	32.00
101525	S	328 NORTHERN ENGINE & SUPPL	49.29	02/08/22			
						CL 101753	49.29
101526	S	3111 NORTHERN SALT INCORPORATED	28911.87	02/08/22			
						CL 101822	28911.87
101527	S	331 NORTHERN STATES SUPPLY	304.87	02/08/22			
						CL 101778	304.87
101528	S	1209 NORTHWEST IRON FIREMAN INC.	620.00	02/08/22			
						CL 101751	620.00
101529	S	1715 NORTHWEST TIRE INC	956.36	02/08/22			
						CL 101619	956.36
101530	S	330 NORTHWESTERN EQUIP INC.	91.08	02/08/22			
						CL 101779	91.08
101531	S	1774 O'REILLY AUTOMOTIVE STORES, INC	643.07	02/08/22			
						CL 101630	121.23
						CL 101691	23.98
						CL 101717	106.08
						CL 101744	234.26
						CL 101763	157.52
101532	S	3416 OCLC, INC.	548.97	02/08/22			
						CL 101853	548.97
101533	S	832 ODIN	19824.00	02/08/22			
						CL 101537	19824.00
101534	S	353 OHNSTAD TWICHELL	43597.51	02/08/22			
						CL 101804	24225.45
						CL 101805	4205.00
						CL 101806	13330.93
						CL 101829	1836.13
101535	S	352 OK TIRE STORE - COM CTR	80.00	02/08/22			
						CL 101615	80.00
101536	S	3255 OLSEN CHAIN & CABLE, INC	1547.55	02/08/22			
						CL 101594	1547.55
101537	S	399 OLYMPIC SALES	90.00	02/08/22			
						CL 101784	90.00
101538	S	276 OSTROMS ACE HARDWARE	555.78	02/08/22			
						CL 101634	254.41
						CL 101672	193.70
						CL 101718	84.11
						CL 101746	6.38
						CL 101769	17.18
101539	S	4263 PAUL GALLAGHER	85.00	02/08/22			
						CL 101715	85.00
101540	S	563 PETRO SERVE USA	52429.76	02/08/22			
						CL 101910	52429.76

02/14/22
13:25:25

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 9 of 12
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101541	S	4034 PETRO SERVE USA #63	6731.71	02/08/22		CL 101828	6731.71
101542	S	1987 PETSMART	39.98	02/08/22		CL 101798	39.98
101543	S	1310 PETTYS CONSULTING, LLC	363.00	02/08/22		CL 101706	183.00
						CL 101882	180.00
101544	S	3519 PREMIERE SHORTLINE USA LLC	1705.00	02/08/22		CL 101602	1705.00
101545	S	2050 PRO LANDSCAPERS	60738.75	02/08/22		CL 101591	60738.75
101546	S	1166 PRODUCTIVITY PLUS ACCOUNT	6727.07	02/08/22		CL 101774	6058.99
						CL 101843	668.08
101547	S	2982 RDO EQUIPMENT CO	15100.00	02/08/22		CL 101642	15100.00
101548	S	3204 RECORD KEEPERS	24.50	02/08/22		CL 101840	24.50
101549	S	999999 RICHARD HONDL	157.17	02/08/22		CL 101649	157.17
101550	S	2561 RIEGER, BORGES, BENSON ELECTRIC INC	456.47	02/08/22		CL 101759	456.47
101551	S	3522 RJ'S TESORO	376.81	02/08/22		CL 101827	376.81
101552	S	4269 RYAN BEAUCHANE	61.49	02/08/22		CL 101871	61.49
101553	S	2526 RYAN BIRNEY	199.00	02/08/22		CL 101560	199.00
101554	S	2607 S & M INGINUITIES	3000.00	02/08/22		CL 101847	3000.00
101555	S	3991 SALAMANDER TECHNOLOGIES, LLC	2200.00	02/08/22		CL 101890	2200.00
101556	S	3353 SAM'S CLUB MC/SYNCB	138.90	02/08/22		CL 101837	138.90
101557	S	454 SANITATION PRODUCTS	349.22	02/08/22		CL 101592	349.22
101558	S	450 SCHEELS	189.94	02/08/22		CL 101558	189.94
101559	S	2512 SCOTT DIAMOND	770.00	02/08/22		CL 101775	770.00
101560	S	3864 SHANE HENRICKS	131.42	02/08/22		CL 101727	45.50
						CL 101748	85.92
101561	S	3330 SHAWN HANSON	213.50	02/08/22		CL 101587	168.00
						CL 101729	45.50
101562	S	459 SHERWIN WILLIAMS	3.20	02/08/22		CL 101787	3.20

02/14/22
13:25:25

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 10 of 12
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101563	S	2885 SHORTPRINTER	270.92	02/08/22		CL 101758	126.22
						CL 101802	77.30
						CL 101818	67.40
101564	S	3642 SIGN PRO	380.00	02/08/22		CL 101600	380.00
101565	S	91 SIGN SOLUTIONS USA	4231.91	02/08/22		CL 101738	4231.91
101566	S	2655 SIMPLIFILE	50.00	02/08/22		CL 101742	50.00
101567	S	3528 SNACKS PLUS VENDING	164.00	02/08/22		CL 101801	164.00
101568	S	3796 SPENCER ROTH	93.00	02/08/22		CL 101878	93.00
101569	S	1255 STANDARD INDUSTRIES, INC	850.00	02/08/22		CL 101819	850.00
101570	S	3942 STANTEC CONSULTING SERVICES INC	1920.00	02/08/22		CL 101571	1920.00
101571	S	3516 STEIN'S INC	46.58	02/08/22		CL 101720	46.58
101572	S	2935 STEPHEN ROLCZYNSKI	37.35	02/08/22		CL 101582	37.35
101573	S	3607 STRYKER MEDICAL	2365.78	02/08/22		CL 101721	2365.78
101574	S	176 SUMMIT FIRE PROTECTION	693.00	02/08/22		CL 101879	495.00
						CL 101899	198.00
101575	S	3360 SUNSET LAW ENFORCEMENT	1719.90	02/08/22		CL 101561	1719.90
101576	S	733 SWANSTON EQUIPMENT CORP.	5748.20	02/08/22		CL 101747	666.95
						CL 101764	81.25
						CL 101860	5000.00
101577	S	634 SWEENEY CONTROLS COMPANY	816.00	02/08/22		CL 101614	816.00
101578	S	2491 TEAM LABORATORY CHEMICAL, LLC	117.00	02/08/22		CL 101750	117.00
101579	S	1419 THE ARTS PARTNERSHIP	60.00	02/08/22		CL 101834	60.00
101580	S	3658 TLC CLEANING LLC	2900.00	02/08/22		CL 101811	2900.00
101581	S	3787 TUCKER BUCHOLZ	45.50	02/08/22		CL 101728	45.50
101582	S	665 TWIN CITY GARAGE DOOR	1018.00	02/08/22		CL 101771	1018.00
101583	S	2951 TYLER TECHNOLOGIES, INC	2432.97	02/08/22		CL 101675	2198.00
						CL 101904	234.97

02/14/22
13:25:25

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 2/22

Page: 11 of 12
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101584	S	1320 TYLER WILLIAMS	521.88	02/08/22		CL 101607	521.88
101585	S	2136 ULINE INC	132.13	02/08/22		CL 101639	132.13
101586	S	3833 VALLEY GREEN	475.00	02/08/22		CL 101652	475.00
101587	S	544 WALLWORK TRUCK CENTER	4638.83	02/08/22		CL 101632	77.80
						CL 101740	4548.85
						CL 101776	12.18
101588	S	4258 WASTEBUILT ENVIRONMENTAL SOLUTIONS	3019.08	02/08/22		CL 101595	3019.08
101589	S	3306 WEST FARGO EVENTS, INC	33336.58	02/08/22		CL 101845	33336.58
101590	S	2625 WEST FARGO POLICE PUBLIC SAFETY CADETS	395.00	02/08/22		CL 101564	395.00
101591	S	3736 WEST FARGO RURAL FIRE DEPT	300.00	02/08/22		CL 101863	300.00
101592	S	2184 WEST SIDE STEEL	2158.90	02/08/22		CL 101589	1682.27
						CL 101781	476.63
101593	S	807 WEX HEALTH, INC	629.45	02/08/22		CL 101907	629.45
101594	S	549 WF PUB SCHOOLS DIST #6	9740.00	02/08/22		CL 101570	9740.00
101595	S	3121 WINCAN LLC	1500.00	02/08/22		CL 101597	1500.00
101596	S	4003 WM CORPORATE SERVICES INC	84864.80	02/08/22		CL 101645	84864.80
101597	S	338 XCEL ENERGY	18385.34	02/08/22		CL 101620	359.29
						CL 101695	26.62
						CL 101780	2607.72
						CL 101799	18.18
						CL 101838	49.16
						CL 101911	14117.14
						CL 101912	419.83
						CL 101913	406.35
						CL 101914	69.58
						CL 101915	80.07
						CL 101916	175.88
						CL 101917	55.52
101598	S	3341 ZACHARY PAINTNER	66.50	02/08/22		CL 101883	66.50
101599	S	582 ZEP MANUFACTURING	712.15	02/08/22		CL 101791	712.15
101600	S	4272 THE APARTMENT MOVERS INC	18917.00	02/09/22		CL 101918	18917.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101601	S	563 PETRO SERVE USA	305.93	02/09/22			
101602	S	3549 WEX	2768.80	02/10/22		CL 101920	305.93
101603	S	549 WF PUB SCHOOLS DIST #6	525.00	02/10/22		CL 101943	2768.80
101604	S	61 CASS COUNTY FINANCE	216690.43	02/14/22		CL 101944	525.00
						CL 101947	216690.43
Total for Claim Checks			2142135.43				
Count for Claim Checks			221				

* denotes missing check number(s)

of Checks: 221 Total: 2142135.43



To: West Fargo City Commission
From: Aaron Nelson, Planning Director
Date: February 10, 2022
Subject: Appointment of Alternate Member to MetroCOG Policy Board
Action: Designate the Planning & Zoning Commission chair as the City's alternate member to the MetroCOG Policy Board

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

Administration

Tina Fisk, Administrator

Summary and Recommendation:

The Metropolitan Council of Governments (MetroCOG) has requested that the City of West Fargo designate an alternate member for the MetroCOG Policy Board. The alternate member would be responsible for filling in as a Board member whenever one of the City's two regular members are unable to attend a meeting. The City's regular Board members, Commissioners Olson and George, have suggested that someone from the Planning & Zoning Commission serve as the alternate member. Staff suggests that rather than identifying a specific individual from the Planning & Zoning Commission, that this be a function of the Commission chair position. In other words, whoever is elected to serve as the Planning & Zoning Commission chair would also serve as the City's alternate member for MetroCOG's Policy Board.

Policy Analysis:

The Policy Board consists of 16 members from the various metro area jurisdictions. Representation from member jurisdictions is based on population, with the City of West Fargo having two members. Additional information regarding the MetroCOG Policy Board can be found on the MetroCOG website at <https://fmmetrocog.org/committees/policy-board>.

Financial Analysis:

N/A

Process/Timeline:

On February 8, 2022, the Planning & Zoning Commission voted to recommend that the City Commission designate the Planning & Zoning Commission chair as the City's alternate member to the MetroCOG Policy Board. Joe Kolb is the current chair of the City's Planning & Zoning Commission. If approved by the City Commission, staff will notify MetroCOG of the City's designated alternate.

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen
2. PHONE NUMBER: 515-5377 DATE: February 9, 2022
3. AGENDA TITLE:
Consent Agenda – Appointment of Public Art Advisory Committee Members
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
The West Fargo Public Art Advisory Committee has two open positions for voting members. As such, city staff received four complete applications from interested persons for the two open positions. Commission President Bernie Dardis reviewed the applications and is proposing to appoint three members to the Committee which would expand the committee's size by one person. The applicants Mayor Dardis is proposing to appoint to three-year terms are Jodee DeVaney, Adam Montgomery, and Jay Thomas.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
N/A
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve Commission President Dardis' appointments of Jodee DeVaney, Adam Montgomery, and Jay Thomas to serve on the West Fargo Public Art Advisory Committee.



To: West Fargo City Commission
From: Malachi Petersen, Planner
Date: Wednesday, February 9, 2022
Subject: Appointment of West Fargo Public Art Advisory Committee Members.
Action: Approve Commission President's appointees to serve on the West Fargo Public Art Advisory Committee.

Commission President
Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President
Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Sanitation

Commissioner
Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner
Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner
Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

City Administrator
Tina Fisk

Summary & Recommendation:

At the May 18, 2020 West Fargo City Commission meeting, City Commissioners moved unanimously to direct staff to form a Public Art Advisory Committee (PAAC) to assist in the review and recommendation of public art installations and performances on city-owned property. Soon after the May 18 meeting, a small working group of city staff and community members met to draft and review bylaws for the PAAC and the first voting members of the committee were appointed at the August 3, 2020 City Commission meeting. Since terms for those serving on the PAAC are staggered every three years with some adjustments made for the first members of the committee, the terms of two members of the PAAC are due to expire January 19, 2022. As such, City staff accepted applications from interested West Fargo residents last month for the two open positions and a small group of staff members reviewed a total of four completed applications.

Commission President Bernie Dardis reviewed the applications and is proposing to appoint three members to the Committee which would expand the committee's size by one person. The applicants Mayor Dardis is proposing to appoint to three-year terms are Jodee DeVaney, Adam Montgomery, and Jay Thomas.

Policy Analysis:

West Fargo 2.0, the City's Comprehensive Plan, highlights public art in its "Big Ideas" section. Specifically, the Comprehensive Plan recommends creating a public art master plan in order to "make art more accessible to its residents and to provide visitors with another reason to explore and spend time in West Fargo." While this appointment is not tied to a master plan for public art, it does accomplish the objectives described in the Comprehensive Plan by continuing to support the Public Art Advisory Committee.

Financial Analysis:

N/A

Timeline

Once appointed, new members will begin officially serving their terms starting March 16, 2022 at the third Public Art Advisory Committee meeting of the year.



Application for Boards and Commissions

Board or Commission for which you are applying: *

Public Art Advisory Committee

Personal Information

Last Name: *

Montgomery

First Name: *

Adam

Middle Name:

R.

Mailing Address: *

Street Address

1534 Sommerset Drive

Address Line 2

City

WEST FARGO

Postal / Zip Code

58078

State / Province / Region

ND

Country

USA

Business Phone Number:**Home Phone Number: ***

[REDACTED]

Employer Name:

State of North Dakota - Securities Department

Your Job Title:**Employer Address**

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Education List

School Attended: *

University of North Dakota School of Law

School Address:

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Number of Years Attended:

3

Did You Graduate? *

☒ Yes ☐ No

Major-Course of Study

Juris Doctor

School Attended: *

North Dakota State University

School Address:

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Number of Years Attended:

5

Did You Graduate? *

☒ Yes ☐ No

Major-Course of Study

Political Science, Theatre Arts

School Attended: *

West Fargo High School

School Address:

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Number of Years Attended:

4

Did You Graduate? *

☒ Yes ☐ No

Major-Course of Study

General

Memberships in Organizations and Offices Held (indicate dates held):

Vice President, Fargo Moorhead Community Theatre (FMCT), current
President, Sommerset Homeowners Association, current
Ruling Elder, Community Presbyterian Church, current
A.F. & A. M., Shiloh Lodge #1, current

Volunteer Activities (indicate if past or present):

The boards previously listed.

Your Special Skills and Qualifications:

I would provide a unique perspective as someone with an education in both public service and the arts. Having professionally consulted for boards of directors, I have utilized the things I have learned by advising private, for-profit entities, to help lead non-profit (501(c)(3)) organizations excel using the limited resources they have. In addition, my education in both governance and fine arts would suit me well in providing leadership for this particular committee, which serves the city I have always called home, as a third-generation resident.

Professional References

Name:	Address:	Phone Number:	Years Known:
Judy Lewis			2
Jaime Aasen			6
Karin Rudd			6

Upload your cover letter and resume:

I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize investigations of all statements contained herein and the references listed above to give you any and all information concerning my qualifications and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damages that may result from furnishing the same to you.

Signature ***Date**

12/16/2021



Application for Boards and Commissions

Board or Commission for which you are applying: *

Public Art Advisory Committee

Personal Information

Last Name: *

Thomas

First Name: *

Jay

Middle Name:

R

Mailing Address: *

Street Address

106 9 1/2 Ave. East

Address Line 2

City

West Fargo

Postal / Zip Code

58078

State / Province / Region

North Dakota

Country

United States

Business Phone Number:

[REDACTED]

Home Phone Number: *

[REDACTED]

Employer Name:

Flag Family Media

Your Job Title:

radio Talk Show Host/ TV Host

Employer Address

Street Address

301 S. 8th. St.

Address Line 2

City

Fargo

Postal / Zip Code

58103

State / Province / Region

ND

Country

U.S.A.

Education List

School Attended: *

Hibbing High School

School Address:

Street Address

800 E. 21st. St.

Address Line 2

City

Hibbing

Postal / Zip Code

55746

State / Province / Region

MN

Country

U.S.A.

Number of Years Attended:

4

Did You Graduate? *☒ Yes ☐ No**Major-Course of Study**

Academic

Memberships in Organizations and Offices Held (indicate dates held):

Toppers Car Club Currently

Volunteer Activities (indicate if past or present):

West Fargo Cruise Night Committee, Red River Valley Fair Board Member

Your Special Skills and Qualifications:

Good at communicating with people, have a art background, have a love of art and of the City of West Fargo.

Professional References

Name:	Address:	Phone Number:	Years Known:
Mayor Dr. Tim Mahoney			10
Steve Halstrom			10
Chief David Todd			10

Upload your cover letter and resume:

I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize investigations of all statements contained herein and the references listed above to give you any and all information concerning my qualifications and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damages that may result from furnishing the same to you.

Signature ***Date**

12/2/2021



Application for Boards and Commissions

Board or Commission for which you are applying: *

Public Art Advisory Committee

Personal Information

Last Name: *

Devaney

First Name: *

Jodee

Middle Name:

Lynn

Mailing Address: *

Street Address

270 34 th Ave East

Address Line 2

City

West Fargo

Postal / Zip Code

58078

State / Province / Region

ND

Country

United States

Business Phone Number:**Home Phone Number: ***

[REDACTED]

Employer Name:**Your Job Title:****Employer Address**

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Education List

School Attended: *

U of M

School Address:

Street Address

Address Line 2

City

Minneapolis

Postal / Zip Code

State / Province / Region

Mn

Country

Number of Years Attended:**Did You Graduate? ***☒ Yes ☐ No**Major-Course of Study**

Interior Design

Memberships in Organizations and Offices Held (indicate dates held):

Loyola Catholic Schools fundraising committees. 2008-2014

NLSA swim club President 2016-present

Volunteer Activities (indicate if past or present):

Swim Club present

Diamond in the ruff rescue foster past

Shanley HS past

Loyola catholic schools past

Your Special Skills and Qualifications:

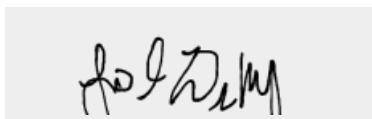
I am a creative person that loves to share my skills. I received my Master Gardening certificate through the U of M and am motivated to making my community better than how I found it. I have 3 kids and like to teach by example as far as volunteering and giving back.

Professional References

Name:	Address:	Phone Number:	Years Known:
Tim Solberg	West Fargo		6
Jocelyn Hovland	Cass County Electric		6
Andrea Williams	Wurst West Fargo		4

Upload your cover letter and resume:

I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize investigations of all statements contained herein and the references listed above to give you any and all information concerning my qualifications and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damages that may result from furnishing the same to you.

Signature *



FEB - 9 2022

GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (07/2016)

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

Full, Legal Name of Gaming Organization

FARGO West Rotary

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

Name of Location FARGO HARLEY DAWSON			
Street 701 CHRISTIANSON DR W	City WEST FARGO	ZIP Code 58078	County CASS
Beginning Date(s) Authorized MAY 20, 2022	Ending Date(s) Authorized MAY 20, 2022		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (required) FARGO HARLEY DAWSON			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

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

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

CP 100.00
#182
29.22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
 SFN 9338 (09-2021)

FEB - 9 2022

Applying for (check one)							
☒ Local Permit		☐ Restricted Event Permit*					
Games to be Conducted							
☐ Bingo		☒ Raffle		☐ Raffle Board		☐ Calendar Raffle	
☐ Sports Pool		☐ Poker*		☐ Twenty-One*		☐ Paddlewheels*	

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date	
West Fargo Exchange Club	4/1/22	4/1/22	
Organization or Group Contact Person	Title or Position	Telephone Number	
Shane Lebuhn	CO-Chairman	701-367-0916	
Business Address	City	State	ZIP Code
PO Box 522	West Fargo	ND	58078
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted)			
VMA			
Site Address	City	ZIP Code	County
1201 7th Ave E	West Fargo	58078	CASS

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle - Assorted	Assorted Prizes	30,000
Add Row	Delete Row	
Total (limit \$40,000 per year)		30,000

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

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address
Shane Lebuhn	Event CO Chairman	701-367-0916	Shane.Lebuhn@Fargo.com
Signature of Organization or Group's Top Official	Title	Date	
	Event CO Chair	2/9/22	



"Consent" or "Regular"
Agenda Item?

[Consent]

To: West Fargo City Commission

From: Dustin T. Scott, City Engineer

Date: February 22, 2022

Subject: Dakota Medical Foundation, petitioning for improvements to service the proposed DMF Health Innovations Park 1st Addition.

Action: Accept Petition and Authorize Engineer to begin Preliminary Engineering.

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and
Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and
Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

New Information and Recommendation:

Dakota Medical Foundation has submitted a petition for improvements to service a twenty-one (21) acre parcel (adjacent to Costco and Duluth Trading Co.). The Petition submitted outlined specific service areas and was accompanied by Title Insurance indicating property ownership.

If Commission approves, staff will need to evaluate infrastructure needs for the entire area to determine preliminary scope for improvements.

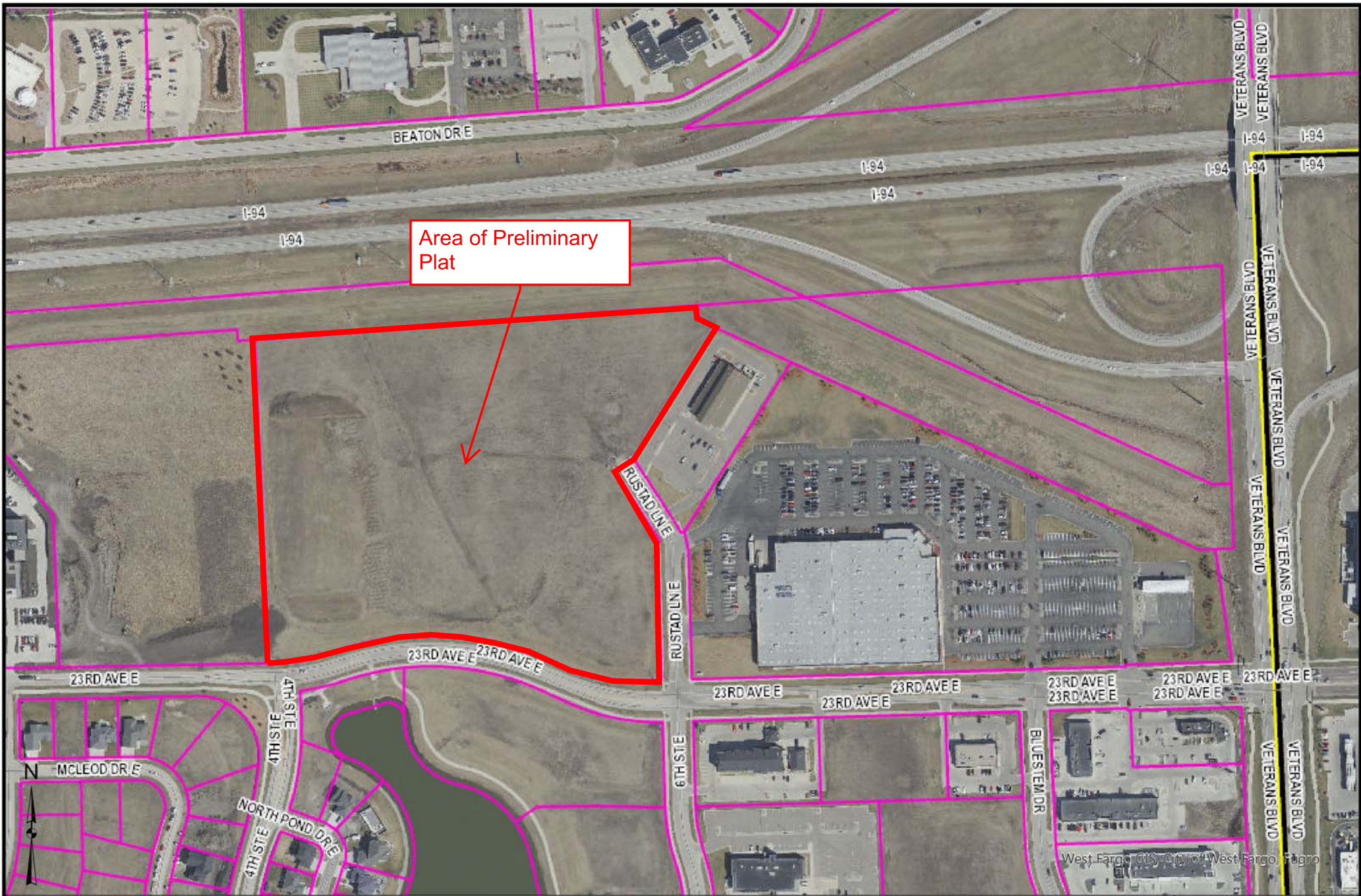
The following documents are attached for review/consideration:

- Location Exhibit
- Preliminary Plat
- Petition for Improvements
- Resolution Declaring Petition for Improvements Received

Staff Recommendation: Accept Petition for Improvements and Authorize Engineer to begin Preliminary Engineering

Previously Presented Information and Commission Actions:

None



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

DMF Health Innovations Park - Petition for Improvements	
Date: 2/11/2022	This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

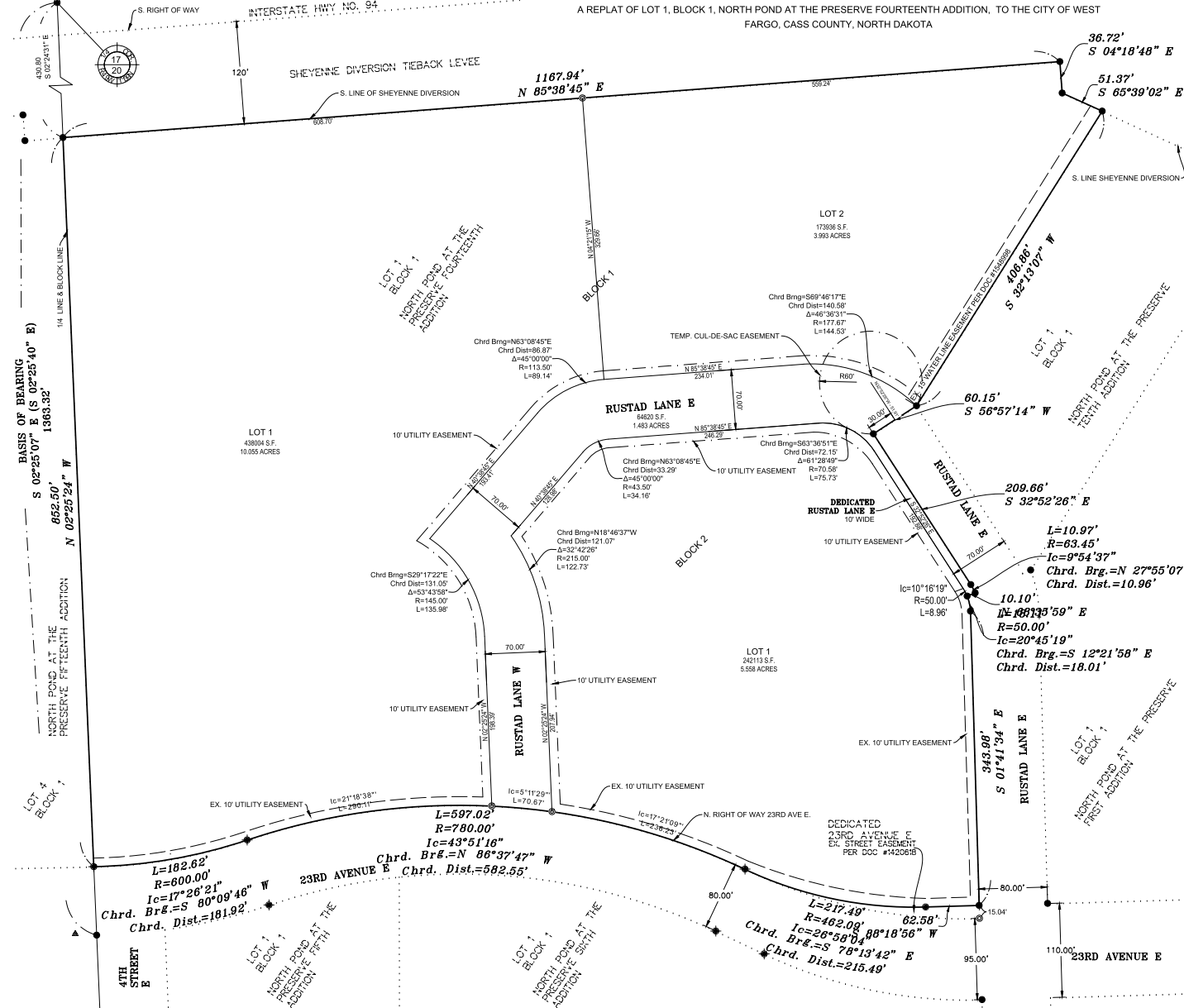


PRELIMINARY PLAT OF DMF HEALTH INNOVATIONS PARK FIRST ADDITION

A REPLAT OF LOT 1, BLOCK 1, NORTH POND AT THE PRESERVE FOURTEENTH ADDITION, TO THE CITY OF WEST
FARGO, CASS COUNTY, NORTH DAKOTA

OWNER
DAKOTA MEDICAL FOUNDATION
4141 28TH AVE. S.
FARGO, ND 58104
PH: 701.271.0283

ENGINEER / SURVEYOR
KLJ ENGINEERING LLC
300 23RD AVENUE E, SUITE 100
WEST FARGO, ND 58078
PH: 701.232.5353
www.kljeng.com



I/ we Dakota Medical Foundation are the legal and equitable owners of the following described property, to-wit:

DMF Health Innovations Park First Addition

(hereinafter the "**Property**")

I/we hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements: Watermain, sanitary main, storm sewer main, street paving and street lighting (hereinafter the "**Improvements**")

I/We hereby request that the City Commission of the City of West Fargo, Cass County, North Dakota, determine by resolution that a written petition for the **Improvements** signed by the owners of a majority of the area of the **Property** included within the district, has been received and that the resolution declaring work necessary shall not be required for said improvement district.

I/we hereby certify that I/we am/are the legal and equitable owner(s) of the **Property** and have the authority to grant the City of West Fargo all necessary easements, rights of ways, fee simple, dedications and other interests in the **Property** that may be required to complete the construction of the **Improvements**.

I/We agree that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the entire cost of the Improvements against my/our Property and hereby agree to pay the entire cost as levied and apportioned by the city.

Dated this 8th day of FEBRUARY, 2022.

OWNERS: Dakota Medical
Foundation



Michael Schumacher, CFO

This petition must be accompanied by evidence of ownership of the Property. Such evidence can include the following items: (a) title opinion; (b) O & E report; or (c) a copy of the vesting deed.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO WRITTEN PETITION BY OWNERS
OF A MAJORITY OF THE AREA OF PROPERTY
WITHIN THE DISTRICT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that it is hereby determined that a written petition for the improvements within North Pond at the Preserves Fourteenth Addition – New Water Supply, Sewerage, Street Systems; And Incidentals signed by owners of a majority of the area of the property included within the district, has been received.

BE IT FURTHER RESOLVED that the improvement consists of New Water Supply, Sewerage, Street Systems; And Incidentals necessary to service Lot 1 Block 1 of North Pond at the Preserves Fourteenth Addition.

BE IT FURTHER RESOLVED that the Resolution Declaring Improvements Necessary shall not be required.

Date: February 21, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote, the following commissioners voted aye: _____.
_____. The following commissioners voted nay: _____.
The following were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.



"Consent" or "Regular"
Agenda Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and
Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and
Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

To: West Fargo City Commission

From: Dustin T. Scott, City Engineer

Date: February 22, 2022

Subject: District 1337 – Wilds 21st Addition

Action: Accept Resolution Declaring Petition for Improvements Received

New Information and Recommendation:

During the regular meeting held on February 7, 2022, City Commission Accepted Westport Investments, LLC's Petition for Improvements within the Wilds 21st Addition. Since the Petition for Improvements was accepted the attached Resolution was prepare for the City Commission's review and approval.

The following documents are attached for review/consideration:

- Resolution Declaring Petition for Improvements Received

Staff Recommendation: Accept Resolution Declaring Petition for Improvements Received.

Previously Presented Information and Commission Actions:

February 7, 2022- Westport Investments, LLC has submitted a petition for improvements to service the remaining portion of the Wilds 21st Addition.

In 2021, the city created Improvement District 1337 to extend city infrastructure into roughly half of the Wilds 21st, as requested by the same developer. These areas are already under construction, with the exception of work along the diversion channel which was on hold until USACE issued a 408 permit.

Staff proposed to combine the newly petitioned area with the diversion work into a single construction contract and include with Improvement District 1337. This would require an amendment to the Engineer's Report to reflect updated costs, but the district boundary would not be changed. See attached maps for depiction of previous and new petitioned areas and the assessment district boundary.

- **Staff Recommendation:** Accept 'Petition for Improvements' and Direct Engineering to Prepare an amendment to the Engineer's Report for Improvement District 1337.
- **City Commission Action:** Commissioner Olson moved, and Commissioner Gjerdevig seconded to approve. Commissioner Simmons was absent and not voting. No opposition, motion carried.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO WRITTEN PETITION BY OWNERS
OF A MAJORITY OF THE AREA OF PROPERTY
WITHIN THE DISTRICT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that it is hereby determined that a written petition for the improvement within Wilds Twenty First Addition – New Water Supply, Sewerage, Street Systems; And Incidentals signed by owners of a majority of the area of the property included within the district, has been received.

BE IT FURTHER RESOLVED that the improvement consists of New Water Supply, Sewerage, Street Systems; and Incidentals necessary to service Lots 1-20 Block 2; Lots 1-20 Block 5; Lots 1-20 Block 6; Lots 12-22 Block 7; and Lots 1-19 Block 11 of Wilds Twenty First Addition.

BE IT FURTHER RESOLVED that the Resolution Declaring Improvements Necessary shall not be required.

Date: February 22, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote, the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____.
The following were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

CASS COUNTY, NORTH DAKOTA
DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING

ARTICLE ONE
NAME

The name of this organization shall be the Cass County Drug Task Force, hereinafter referred to as the “CCDTF”. The CCDTF is comprised of law enforcement officers from the Cass County Sheriff’s Office (CCSO), the Fargo Police Department (FPD), the West Fargo Police Department (WFPD), the North Dakota Bureau of Criminal Investigation (NDBCI), and the Cass County State’s Attorney Office (CCSA).

ARTICLE TWO
NOT A SEPARATE POLITICAL SUBDIVISION

This Memorandum of Understanding does not create a joint venture, partnership, or a separate political subdivision.

ARTICLE THREE
PURPOSE

A. The purpose of this organization shall be:

1. To identify, investigate, and prosecute those individuals who engage or conspire to engage in the criminal possession, production, transfer, or finance of any illegal drug or controlled substance.
2. To formally structure and jointly coordinate multi-jurisdictional drug investigation activities. All participating agencies will share in the contribution of finances, equipment, personnel, and technical resources necessary for effective investigative operation and prosecution of criminal drug cases.
3. To promote a unified drug enforcement effort between county, state, municipal, and federal law enforcement agencies to maximize the quality and the quantity of cases presented for prosecution.
4. To use financial investigative techniques, including tax law enforcement and forfeiture action, in order to identify and convict drug traffickers, and to enable the CCDTF to seize assets and profits derived from unlawful activities.

The CCDTF is organized and operated exclusively for the aforementioned purposes.

ARTICLE FOUR OPERATIONS

- A. Executive Board: An Executive Board will govern the affairs of the CCDTF. The Executive Board shall be comprised of the Cass County Sheriff, the Fargo Police Department Chief of Police, the West Fargo Police Department Chief of Police, the Cass County State's Attorney, and the Director of the North Dakota Bureau of Criminal Investigation. These agencies will be referred to as the "Parent Agencies" for the purpose of this Memorandum of Understanding.

In the event that a member of the Executive Board is unable to attend an Executive Board meeting, a representative will attend in their absence, with full voting privileges.

- B. CCDTF Coordinator: The CCDTF Executive Board will appoint one (1) member of the CCDTF as CCDTF Coordinator. The CCDTF coordinator shall possess a working knowledge of drug and financial investigations, asset forfeiture rules and regulations, and have skills in supervision, management, and statistical crime analysis.
- C. CCDTF Supervisors: The Parent Agencies may assign a supervisor to the CCDTF to assist the CCDTF Coordinator with overall supervisory duties of the CCDTF members, in addition to other roles within their own agencies. Assigned supervisors shall be responsible for any disciplinary actions of their agency members and shall assist with the duties of the CCDTF Coordinator per their request.
- D. Site Location: The CCDTF Coordinator and CCDTF Supervisors, with the approval of the Executive Board, shall determine the location of the CCDTF office.
- E. Structural Command: The Executive Board shall establish supervisory authority over the CCDTF Coordinator, and CCDTF Supervisors assigned to members of the CCDTF with their respective agencies. The CCDTF Coordinator and CCDTF Supervisors will be responsible for the daily operations of the CCDTF and exercise operational authority over CCDTF team members. The CCDTF Coordinator shall establish CCDTF operating procedures, standards, and guidelines which shall be enforceable to all CCDTF members.

The participating agencies will maintain supervisors at the rank of Sergeant, or another law enforcement officer from their agency, that will supervise their respective agency's team members on the CCDTF. These Sergeants will assist the CCDTF Coordinator with supervisory duties of the CCDTF. It is understood these positions will also have responsibilities within their respective departments that fall outside the scope of the CCDTF purpose. These Sergeants will also continue to fall within their parent agency's chain of command.

- F. Case Initiation: The initiation of cases shall be at the discretion of the CCDTF Coordinator or the CCDTF Supervisors. Areas of discretion in the determination of priorities will include, but not be limited to: the extent of the criminal enterprise, the impact on the community, current caseload, available personnel and/or equipment, and material investigative information.
- G. Personnel/Equipment: Parent agencies shall meet minimum CCDTF staffing requirements as established by the Executive Board. CCDTF personnel may be recalled by their Parent Agency to meet the Parent Agency's operational requirements. CCDTF personnel shall be approved for appointment to or removal from the CCDTF upon consensus of the Executive Board. Each law enforcement agency shall also provide a vehicle for each officer assigned, which is equipped with the necessary equipment and items to conduct drug investigations. The Cass County State's Attorney's office shall supply personnel in sufficient numbers to aid CCDTF personnel in the prosecution of persons committing drug related crimes and the forfeiture of assets obtained through criminal acts.
- H. Operating Standards: All matters governing the operating procedures, standards and guidelines will be designed to balance the rights of citizens and the needs of law enforcement to detect, arrest, and prosecute those persons engaged in drug related criminal activity. All personnel of the CCDTF will be governed by their Parent Agency's policies and procedures.
- I. Disciplinary Action: An officer assigned to the CCDTF who violates their Parent Agency policy; CCDTF procedures, standards, or guidelines; or generally accepted police practices, shall be referred to that officer's Parent Agency for disciplinary action.

ARTICLE FIVE MEETINGS OF THE CCDTF

- A. Regular Meetings. The CCDTF shall meet on a regular basis each and every month that this Memorandum of Understanding is in effect, and a schedule of regular meetings, which may include multiple regular meetings each month, shall be adopted by the Executive Board and thereafter each and every year.
- B. Special Meetings. Special meetings of the CCDTF may be called by the Executive Board upon written request of any of the Parent Agencies, who must identify the business matters to be discussed at such special meeting. Business at a special meeting is limited to matters contained in the notice of the special meeting.
- C. Emergency Meetings. In accordance with applicable law, an emergency meeting may be called by the Executive Board due to circumstances that in the judgment of the Executive Board require immediate consideration.

- D. Executive Sessions. The Executive Board may hold an executive session to consider or discuss confidential records or other matters as authorized by Chapter 44-04 of the North Dakota Century Code. CCDTF officers may be excluded from an executive session in the event that the Parent Agency from which they are appointed is an adverse party to the CCDTF in ongoing or pending litigation, which is the subject of the executive session and/or the CCDTF officer has disclosed a conflict of interest that is related to or related to the subject of the executive session.
- E. Open Records Laws. The CCDTF shall comply with the North Dakota Open Records Law in regard to all data collected, created, received, maintained, or disseminated.
- F. Open Records Request. Public record requests shall be submitted to the Executive Board. The Executive Board shall direct all public record requests to the appropriate Parent Agency which shall be handled in accordance with North Dakota law and the standard process established by the Parent Agency.

ARTICLE SIX FISCAL PROCEDURE

- A. Fiscal Officer: The Fiscal Officer shall be appointed by the Executive Board and shall be responsible for requesting reimbursement funds from the State of North Dakota. This shall be done on a quarterly basis. The Fiscal Officer will be a member of the implementing agency. The implementing agency is defined as the political subdivision that is responsible for the receiving, expending, and reporting of the grant project.
- B. Payroll: All personnel assigned to the CCDTF shall be paid by their Parent Agencies.
- C. Overtime Compensation: It shall be the responsibility of the CCDTF Coordinator to assist the Parent Agency in monitoring work hours completed by the CCDTF officers. CCDTF officers shall submit time sheets and/or a daily activity log to the Parent Agency. The CCDTF Coordinator, or a respective CCDTF Supervisor, shall be notified by a CCDTF officer prior to overtime hours being worked. Overtime compensation shall be approved by the Parent Agency.
- D. Expenditure of Funds: The implementing agency shall be responsible for the control and expending of the CCDTF budget. The implementing agency will appoint the Fiscal Officer for the grant project.

ARTICLE SEVEN ASSET FORFEITURE

During the course of an investigation the CCDTF shall identify assets to determine eligibility for seizure and forfeiture proceedings. The use of both civil and criminal forfeiture statutes will be explored in every circumstance.

- A. Any and all assets seized by and forfeited to the CCDTF will be placed in the CCDTF Asset Forfeiture Account. The County of Cass through the Sheriff's Office and the Cass County Finance Director will maintain an accounting of this account.
- B. Circumstances may arise whereby an investigation is conducted as the result of information and/or participation by an agency that is not a member of the CCDTF. If this situation occurs, the Executive Board maintains the right to review the information and determine the percentage of the forfeited assets the non-member agency shall receive. This agreement makes the 2003 Asset Forfeiture Memorandum of Agreement null and void.
- C. Any state assets forfeited to the CCDTF shall be distributed to the parent agencies of the CCDTF according to the recommendations of the CCDTF Executive Board. These funds may also be held and used to finance the operations of the CCDTF at the discretion of the Executive Board.
- D. Any requests for seized federal assets, on behalf of the CCDTF, will be reviewed by the Executive Board to include the agencies requesting the seized assets and the percentage of seized asset being requested per requesting agency. Any federal assets forfeited will be distributed to the parent agency as per the seizure request. Each Parent Agency will be responsible for annual federal reporting, if required.
- E. In the event the CCDTF is dissolved any forfeited assets and equipment, or equipment purchased with forfeited assets, shall be distributed equally between the Parent Agencies. Equipment may be sold, and the proceeds divided equally between the Parent Agencies.

ARTICLE EIGHT PARTICIPATION AND TERMINATION

Each agency participating in the CCDTF shall be obligated to participate. Each grant project is one (1) year. If an agency wishes to terminate their participation in the CCDTF, prior to the end of the grant project period, that agency must give written notice to the Executive Board thirty (30) days prior to terminating their participation. At the end of the grant project period, any Parent Agency may terminate their participation by submitting a written notice to the Executive Board.

**ARTICLE NINE
LIABILITY**

Each Parent Agency agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this Memorandum of Understanding.

**ARTICLE TEN
INSURANCE**

The political subdivision Parent Agencies shall maintain liability coverage with the North Dakota Insurance Reserve Fund with a minimum limit equal to the maximum liability limit in N.D.C.C. § 32-12.1-03. The North Dakota Attorney General Bureau of Criminal Investigation's liability shall be determined in accordance with N.D.C.C. chapter 32-12.2 and is subject to the conditions and limitations contained therein. Under no circumstances shall a party be required to pay on behalf of itself and other participating parties, any amounts in excess of the limits on liability established in North Dakota Century Code Chapters 32-12.1 and 32-12.2, applicable to any one (1) party. The limits of liability for some or all of the other Parent Agencies may not be added together to determine the maximum amount of liability for each Parent Agency.

**ARTICLE ELEVEN
AMENDMENTS**

The Executive Board may amend any article of this Memorandum of Understanding by a two-thirds (2/3) vote of the members of the Executive Board.

**ARTICLE TWELVE
MISCELLANEOUS**

- A. Notice. All notices required under this Memorandum of Understanding will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to CCSO: Cass County Sheriff's Office
 Attn: Cass County Sheriff
 1612 23rd Ave. N.
 Fargo, ND 58102

If to FPD: Fargo Police Department
 Attn: Chief of Police
 105 25th St. N.
 Fargo, ND 58102

If to WFPD: West Fargo Police Department
Attn: Chief of Police
800 4th Ave E #2
West Fargo, ND 58078

If to NDBCI: North Dakota Bureau of Criminal Investigation
Attn: Director
1720 Burlington Drive
Bismarck ND 58504

If to CCSA: Cass County State's Attorney
Attn: State's Attorney
211 9th St. S.
Fargo, ND 58103

- B. Governing Law. This Memorandum of Understanding shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Memorandum of Understanding must be brought in an appropriate venue in the State of North Dakota.
- C. Entire Agreement. This Memorandum of Understanding contains the entire understanding of the participating parties.
- D. Binding Effect. This Memorandum of Understanding will inure to the benefit of and will be binding upon the participating parties, and their respective successors and assigns.
- E. Severability. If any court of competent jurisdiction finds any provision of this Memorandum of Understanding is invalid, illegal, or unenforceable, that portion will be deemed severed from this Memorandum of Understanding, and all remaining terms and provisions of this Memorandum of Understanding will remain binding and enforceable. The participating parties, however, agree that this Memorandum of Understanding will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Memorandum of Understanding with an alternative provision that is enforceable and bears as close a resemblance as possible to any provision determined to be invalid, illegal, or unenforceable.
- F. Cooperation. The participating parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Memorandum of Understanding and to accomplish the purposes of this Memorandum of Understanding.

G. Electronic Signatures. The participating parties acknowledge and agree that this Memorandum of Understanding may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

(Signatures appear on the following pages.)

MEMORANDUM OF UNDERSTANDING FOR THE CCDTF

We, the undersigned, do hereby agree to the conditions set forth in this Memorandum of Understanding.

Jesse Jahner

Sheriff, Cass County

Date

David Zibolski

Chief, Fargo Police Department

Date

Denis Otterness

Chief, West Fargo Police Department

Date

Lonnie Grabowska

Director, North Dakota Bureau of Criminal Investigation

Date

Birch Burdick

State's Attorney, Cass County

Date

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen
2. PHONE NUMBER: 515-5370 DATE: February 10, 2022
3. AGENDA TITLE:
Public Hearing and Presentation – Cass County Housing Authority Brighton Place and Monterey Apartments Development Project
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
In order to close out the Community Development Block Grant award that was received, the Cass County Housing Authority and City are required to hold a public hearing to provide an opportunity for residents to ask questions or give comments on the affordable housing project known as Brighton Place and Monterey Apartments.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
205 8 Ave W and 250 9 ½ Ave W, West Fargo ND 58078.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold Public Hearing and Receive Final Performance / Financial Status Reports for the Brighton Place and Monterey Apartments project.



To: West Fargo City Commission
From: Malachi Petersen, Planner
Date: Wednesday, February 9, 2022
Subject: Housing Authority Report and Presentation
Action: Hold Public Hearing and Receive Final Performance / Financial Status Reports

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

City Administrator

Tina Fisk

Summary & Recommendation:

In the fall of 2018, City Commissioners voted to approve a letter of support and to sponsor the efforts of the Housing Authority of Cass County in partnership with Beyond Shelter to redevelop affordable residential units along Sheyenne Street between 8th Ave W and 9 ½ Ave W. In 2019, the City of West Fargo obtained a \$310,000 grant award through the Governor's Fund set-aside of the Community Development Block Grant Program (CDBG). Funds were used to acquire property for the developer HACC Redevelopment LLC and funding for construction costs came from syndicated tax credits through the Low-Income Housing Tax Credit (LIHTC) Program, the State of North Dakota's Housing Incentive Fund, and the HOME Investment Partnership. In addition to these funds, the City Commission also provided additional support for the project via a Payment In Lieu of Taxes (PILOT) incentive agreement.

Today, construction on the Monterey and Brighton Apartments is nearing completion. There are now 85 units dedicated to low-income elderly households and all units are currently leased. Eighteen (18) of those units are handicap accessible. Per regulations associated with funding sources, the minimum affordability period for these units is 30 years. In order to close out the CDBG award, the Housing Authority and City are required to hold a public hearing to provide an opportunity for residents to ask questions or give comments on the project.

Policy Analysis:

West Fargo 2.0, the City's Comprehensive Plan, highlights the need for more affordable housing options in West Fargo, as well as recommends an increase in the mix of uses within neighborhoods by using programs such as LIHTC and PILOT incentives. This project is a prime case study for how such programs can be used to meet those goals.

Financial Analysis:

N/A

Timeline

N/A

FINAL PERFORMANCE REPORT

NORTH DAKOTA DEPARTMENT OF COMMERCE

DIVISION OF COMMUNITY SERVICES

[SFN 52344](#) (02/17)

CDBG FINAL PERFORMANCE REPORT			
RECIPIENT		INSTRUMENT NUMBER	
BUDGET/PROJECT PERIOD		PERIOD COVERED BY REPORT	
FROM (Month, Day, Year)	TO (Month, Day, Year)	FROM (Month, Day, Year)	TO (Month, Day, Year)
REPORT PREPARED BY		PHONE NUMBER	
PROJECT DESCRIPTION (DESCRIPTION MUST INCLUDE ANY CHANGES TO THE ORIGINALLY APPROVED DESCRIPTION)			
DID DISPLACEMENT OCCUR ON THIS PROJECT? IF YES, COMPLETE THE CIVIL RIGHTS COMPLIANCE REPORT FOUND IN THIS SECTION		☐ YES ☐ NO	
BY SIGNING THIS REPORT, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REPORT IS TRUE, COMPLETE, AND ACCURATE, AND THE EXPENDITURES, DISBURSEMENTS AND CASH RECEIPTS ARE FOR THE PURPOSES AND OBJECTIVES SET FORTH IN THE TERMS AND CONDITIONS OF THE FEDERAL AWARD. I AM AWARE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR THE OMISSION OF ANY MATERIAL FACT, MAY SUBJECT ME TO CRIMINAL, CIVIL OR ADMINISTRATIVE PENALTIES FOR FRAUD, FALSE STATEMENTS, FALSE CLAIMS OR OTHERWISE.			
TYPE NAME CHIEF ELECTED OFFICIAL		TITLE	
SIGNATURE		DATE	
DCS USE ONLY			
REVIEWED BY _____ DATE _____			
☐ SECOND PUBLIC HEARING ☐ MINUTES TO PUBLIC HEARING ☐ 504 SELF EVALUATION			
☐ INCOME SURVEY FORMS ☐ ADAAG FORM CLOSED ON IDIS _____			

FINANCIAL STATUS REPORT

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 52343 (1/17)

NORTH DAKOTA COMMUNITY DEVELOPMENT BLOCK GRANT

Financial Status Report as of _____		Date Submitted _____	Signed by _____
I. RECIPIENT DATA	II. FINANCIAL STATUS		III. COMPLIANCE DATA
1) Instrument Number:	1) Total Award \$	1) Report Number:	
2) Recipient:	2) CDBG Receipts (+) \$	2) Project Begin Date:	
3) Address:	3) Program Income (-) \$	3) Project End Date:	
	4) CDBG Disbursements (-) \$	☐ Semi-Annual ☐ Final	
4) Contact:	5) <u>EQUALS</u> Cash Balance (=) \$		
5) Telephone: (701)	6) Funds Available to Draw (1-2): \$		

IV. ACTIVITY BUDGET

Activity	CDBG	HOME	ESGP	HOPWA	Other Federal	State/Local	Private	Other*	Total
Administration									
TOTAL									

*Source of Other Funds _____

V. ACTIVITY EXPENSES

ACTIVITY	CDBG	HOME	ESGP	HOPWA	Other Federal	State/Local	Private	Other*	Total
Administration									
TOTAL									
*Source of Other Funds (if different from Budget) _____									

VI. REMAINING BUDGET BALANCE

ACTIVITY	CDBG	HOME	ESGP	HOPWA	Other Federal	State/Locals	Private	Other*	Total
Administration									
TOTAL									
*Source of Other Funds (if different from Budget) _____									

VII. TOTAL OUTSTANDING OBLIGATIONS

ACTIVITY	CDBG	HOME	ESGP	HOPWA	Other Federal	State/Locals	Private	Other*	Total
Administration									
TOTAL									
*Source of Other Funds (if different from Budget)_____									

INSTRUCTIONS

I. RECIPIENT DATA

- 1) CDBG Instrument Number
- 2) Recipient
- 3) Address
- 4) Contact Person
- 5) Telephone

II. FINANCIAL STATUS

- 1) Total Award - Including Approved Amendments
- 2) Receipts - Cash Received to Date From DCS
- 3) Program Income - Program Income Generated to Date
- 4) Disbursements - Cash Disbursements to Date
- 5) Cash Balance - Cash on Hand (2+3-4)
- 6) Funds Available to Draw (1-2)

III. COMPLIANCE DATA

- 1) Report Number - Numerical Order Starting with #1
- 2) Project Begin Date
- 3) Project End Date

IV. ACTIVITY BUDGET

Activity - Same as Part IV of Financial Award including approved amendments.
Amounts budgeted under each category.

V. ACTIVITY EXPENSE

Activity - Same as Budget. Formulas have been created so retyping the Activity will not be necessary.

VI. REMAINING BUDGET BALANCE

Activity - Same as Budget. Formulas have been created.

VII. OUTSTANDING OBLIGATIONS

Activity - Same as Budget. Formulas have been created so retyping will not be necessary.
Outstanding obligations under each category - dollars currently under contract which have not be paid.

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen
2. PHONE NUMBER: 515-5370 DATE: February 10, 2022
3. AGENDA TITLE:
First Reading & Public Hearing - Zoning Ordinance Amendment to Section 4-449
allowing for Telecommunications Towers within the P: Public Facilities District.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Staff proposes amendment to Chapter 4 ordinances regarding Wireless
Communications to add P: Public Facilities to the list of zoning districts that
telecommunications towers are allowed subject to review and approval as
conditional uses. At their February 8th meeting the Planning & Zoning
Commission recommended approval of the amendment.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
N/A.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold Public Hearing and First Reading on the Zoning Ordinance Amendment.

STAFF REPORT

A21-43 ZONING ORDINANCE AMENDMENTS	
Zoning Ordinance Amendment 4-449.3 Wireless Telecommunications	
Applicant: City of West Fargo	Staff Contact: Malachi Petersen
Planning and Zoning Commission Public Hearing:	02/08/2022
City Commission Public Hearing & 1st Reading:	02/22/2022
2 nd Reading:	

PURPOSE:

Amendment to Chapter 4 ordinances regarding Wireless Communications to add P: Public Facilities to the list of zoning districts that telecommunications towers are allowed subject to review and approval as conditional uses.

DISCUSSION AND OBSERVATIONS:

- The Wireless Telecommunications ordinance was originally adopted by the City of West Fargo in 1997.
- Telecommunications towers were originally allowed on government, school, and utility sites subject to review and approval as conditional uses when those uses were listed as residentially zoned property.
- In 2000, the P: Public Facilities zoning district was created. Many school, government, and utility sites were rezoned as P: Public Facilities.
- Due to an oversight, the P: Public Facilities district was never added to the list of acceptable zoning districts for the location of wireless communications towers subject to review and approval as a conditional use.
- The proposed amendment adds P: Public Facilities to the list of acceptable zoning districts that telecommunications towers are allowed subject to review and approval as a conditional use.

NOTICES:

Sent to: Notice in the newspaper and to City Departments

Comments Received:

- None

CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:

- The proposed amendment does not make major substantive changes to the existing ordinances and is consistent with the Comprehensive Plan.

RECOMMENDATIONS:

Staff is recommending approval of the proposed amendment.

STAFF REPORT

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At their February 8th meeting the West Fargo Planning and Zoning Commission recommended approval of the proposed zoning ordinance amendment.

4-449. WIRELESS TELECOMMUNICATIONS.

1. Purpose. In order to accommodate the communication needs of residents and businesses while protecting the public health, safety, and general welfare of the community, these regulations are necessary to facilitate provision of wireless telecommunications services to the residents and businesses of the City, minimize adverse visual effects of towers through careful design and siting standards, avoid potential damage to adjacent properties from structural failure through structural standards and setback requirements, and maximize the use of existing and approved structures and buildings to accommodate new wireless telecommunication antennas in order to reduce the number of towers needed to serve the community.

2. Definition.

a. ANTENNA. Any structure or device used for the purpose of collecting or transmitting electromagnetic waves, including but not limited to directional antennas, such as panels, microwave dishes, and satellite dishes, and omni-directional antennas, such as whip antennas.

b. COMMERCIAL WIRELESS TELECOMMUNICATION SERVICES. Licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and similar services that are marketed to the general public.

c. TOWER. Any ground or roof-mounted pole, spire, structure, or combination thereof taller than 15 feet, including supporting lines, cables, wires, braces, and masts, intended primarily for the purpose of mounting an antenna, meteorological device, or similar apparatus above grade.

3. Towers in Residential and Other Zoning Districts.

a. Towers supporting amateur radio antennas and conforming to all applicable provisions of this ordinance are allowed only in the rear yard of residentially zoned property.

b. Towers supporting commercial antennas and conforming to all applicable provisions of this ordinance are allowed only upon the following residential zoned property:

(1) Tower sites, subject to review and approval by the City Commission.

(2) Church sites, when camouflaged as steeples, bell towers, or other architecturally compatible structures; subject to review and approval as conditional uses.

(3) Park sites, when compatible with the nature or the park and subject to review and approval as conditional uses.

(4) Government, school, and utility sites, subject to review and approval as conditional uses.

c. Towers supporting commercial antennas and conforming to all applicable provisions of this ordinance are allowed within the Public Facilities, Agricultural, Light Commercial, and Heavy Commercial/Light Industrial Districts, subject to review and approval as conditional uses.

d. Towers supporting commercial antennas and conforming to all applicable provisions of this ordinance are allowed within the Heavy Industrial District as a permitted use, provided the property does not abut an Agricultural, Light Commercial, or any Residential District. Otherwise, these towers would be considered conditional uses.

4. Co-Location Requirement. All commercial wireless telecommunication towers erected, constructed, or located within the City must comply with the following requirements:

a. A proposal for a new commercial wireless telecommunications tower must not be approved unless the applicant proves that the telecommunications equipment planned for the proposed tower cannot be accommodated on an existing or approved tower or building within a reasonable search radius of the proposed tower due to one or more of the following reasons:

(1) The planned equipment would exceed the structural capacity of the existing or approved tower or building, as

documented by a qualified professional engineer, and the existing or approved tower cannot be reinforced or modified to accommodate planned or equivalent equipment at a reasonable cost.

(2) The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the tower or building as documented by a qualified professional engineer and the interference cannot be prevented as a reasonable cost.

(3) Existing or approved towers and building within the search radius cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a qualified professional engineer.

(4) Other unforeseen reasons that make it infeasible to locate the planned telecommunications equipment upon an existing or approved tower or building.

b. Any proposed commercial telecommunications tower must be designed, structurally, electrically, and in all respects, to accommodate both the applicant's antennas and comparable antennas for at least one additional user.

5. Tower Construction Requirements. All towers erected or constructed must be designed by a registered engineer.

6. Tower and Antenna Design Requirements. Proposed or modified towers and antennas must meet the following design requirements:

a. Towers and antennas must be designed to blend into the surrounding environment through the use of color, except in instances where the color is dictated by federal or state authorities such as the Federal Aviation Administration.

b. Commercial wireless telecommunication towers must be a monopole design unless the City Commission determines that an alternative design would better blend into the surrounding environment or the applicant provides evidence to the City that an alternative design is necessary to successfully engage in commercial telecommunication services.

7. Tower Setbacks. Towers must conform with each of the following minimum setback requirements:

- a. Towers must meet the setbacks of the underlying zoning district and may not encroach upon any easement.
- b. Towers must be set back from the public right-of-way a minimum distance equal to one half of the height of the tower including all antennas and attachments.
- c. Towers may not be located between a principal structure and a public street within a front or side yard, with the following exceptions:

- (1) In Industrial Zoning Districts, towers may be placed within a side yard abutting a public street, provided that the street is not along the perimeter of the district.

- (2) On sites adjacent to public streets on all sides, towers may be placed within a side yard abutting a local street.

- d. A tower's setback may be reduced or its location in relation to a public street adjusted, at the sole discretion of the City Commission, to allow the integration of a tower into an existing or proposed structure such as a church steeple, light standard, power line support device, or similar structure or if the applicant provides evidence that a setback reduction is necessary to successfully engage in commercial telecommunication services.

8. Tower Height. All proposed towers must meet the following height limitations:

- a. The height of towers will be determined by measuring the vertical distance from the tower's center point of contact with the ground or rooftop to the highest point of the tower, including all antennas or other attachments. When towers are mounted upon other structures, the combined height of the structure and the tower must meet the height restrictions.

- b. Towers must conform to the following height restrictions:

- (1) In all residential zoning districts, the maximum height of any tower, including antennas and other attachments, will be the maximum height restriction for primary structures within that zoning district, unless otherwise provided for in Section 4-449.3(b).

(2) In all non-residential zoning districts, the maximum height of any tower, including all antennas and other attachments, must not exceed one foot for each two feet the tower is set back from a residential zoning district or a maximum height of 150 feet, whichever is less, unless the applicant provides evidence to the City that the proposed tower height is technically necessary to successfully engage in commercial telecommunication services.

(3) All towers must meet these maximum height restrictions of this section, unless located upon public buildings and utility structures, church sanctuaries, steeples and bell towers.

9. Tower Lighting. Towers must not be illuminated by artificial means and not display strobe lights unless such lighting is specifically required by the Federal Aviation Administration or other federal or state authority for a particular tower. When incorporated into the approved design of the tower, light fixtures used to illuminate ball fields, parking lots, or similar areas may be attached to the tower.

10. Signs and Advertising. The use of any portion of a tower for signs other than warning or equipment information signs is prohibited.

11. Screening. All towers and structures accessory to the tower must be screened in accordance with Section 4-449.A of this ordinance.

Source: Ord. 1049, Sec. 30 (2015)

12. Abandoned or Unused Towers or Portions of Towers. All abandoned or unused towers and associated facilities must be removed within 12 months of the cessation of operations at the site unless a time extension is approved by the City Commission. In the event that a tower is not removed within 12 months of the cessation of operations at a site, the tower and associated facilities may be removed by the City and the costs of removal assessed against the property.

13. Antennas Mounted on Roofs, Walls, and Existing Towers. The placement of commercial wireless telecommunication antennas on roofs, walls, and existing towers may be approved by resolution of the City Commission without a public hearing, provided the antennas meet the requirements of this ordinance. Requests under

this section must be accompanied by a final site plan and building plan and a report prepared by a qualified professional engineer indicating the existing structure or tower's suitability to accept the antenna, and the proposed method for affixing the antenna to the structure. Complete details of all fixtures and couplings, and the precise point of attachment must be indicated. Completed information shall be provided to the City, which will then be placed on the City Commission agenda. Applicants will be informed of incomplete applications within thirty (30) days. The City Commission may require additional information when considering an application.

Private wireless telecommunications antennas, such as satellite dishes and other similar antennas, are permitted accessory uses in all residential districts to a maximum height of 15 feet and may not be located in a required front or side yard setback; except for private wireless telecommunications antennas less than 30 inches in diameter which may be located within a required front or side yard setback if mounted upon a residential structure.

Source: Ord, 916, Sec. 47 (2012)

14. Interference with Public Safety Telecommunications. No new or existing telecommunications service may interfere with public safety telecommunications. Before the introduction of new service or changes in frequencies or maximum signal output, telecommunication providers must notify the City at least ten (10) calendar days in advance of such changes and allow the City to monitor interference levels during the testing process.

15. Towers and Antennas Upon Public Right-of-Way and Public Property. With the exception of the necessary electric and telephone service and connection lines approved by the City, no part of any antenna or tower nor any lines, cable, equipment, or wires or braces in connection with either may at any time extend across or over any part of the public right-of-way, public street, highway, sidewalk, or property line without a lease approved by the City of West Fargo in accordance with the City's "Policy Statement Regarding Wireless Telecommunication Antennas and Towers."

16. Additional Submittal Requirements.

a. In addition to the information required elsewhere in this ordinance, development applications for towers must include the following supplemental information:

- (1) Descriptions of the tower height and design, including a cross-section and elevation.
- (2) Documentation of the height above grade for all potential mounting positions for co-located antennas and the minimum separation distances between antennas.
- (3) Descriptions of the tower's capacity, including the number and type of antennas that can be accommodated.
- (4) Documentation regarding what steps the applicant will take to avoid interference with established public safety telecommunications.
- (5) Other information necessary to evaluate the request.

b. For all commercial wireless telecommunication service towers, a letter of intent committing the tower owner and his or her successor to allow the shared use of the tower if an additional user agrees in writing to meet reasonable terms and conditions for shared use.

c. Before the issuance of a conditional use permit, the following supplemental information must be submitted:

- (1) Proof that the proposed tower complies with regulations administered by Federal Aviation Administration; and
- (2) A report from a qualified professional engineer with demonstrates the tower's compliance with the aforementioned structural and electrical standards.

Source: Ord. 530, Sec. 7 (1997).

ORDINANCE NO. 1208

AN ORDINANCE TO AMEND AND REENACT SECTION 4-449.3 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO WIRELESS TELECOMMUNICATION TOWERS IN THE PUBLIC FACILITIES DISTRICT.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, NORTH DAKOTA:

SECTION 1. Section 4-449.3 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-449. WIRELESS TELECOMMUNICATIONS.

* * *

3. Towers in Residential and Other Zoning Districts.

- a. Towers supporting amateur radio antennas and conforming to all applicable provisions of this ordinance are allowed only in the rear yard of residentially zoned property.
- b. Towers supporting commercial antennas and conforming to all applicable provisions of this ordinance are allowed only upon the following residential zoned property:
 - (1) Tower sites, subject to review and approval by the City Commission.
 - (2) Church sites, when camouflaged as steeples, bell towers, or other architecturally compatible structures; subject to review and approval as conditional uses.
 - (3) Park sites, when compatible with the nature or the park and subject to review and approval as conditional uses.
 - (4) Government, school, and utility sites, subject to review and approval as conditional uses.
- c. Towers supporting commercial antennas and conforming to all applicable provisions of this ordinance are allowed within the Public Facilities.

Agricultural, Light Commercial,, and Heavy Commercial/Light Industrial Districts, subject to review and approval as conditional uses.

- d. Towers supporting commercial antennas and conforming to all applicable provisions of this ordinance are allowed within the Heavy Industrial District as a permitted use, provided the property does not abut an Agricultural, Light Commercial, or any Residential District. Otherwise, these towers would be considered conditional uses.

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City
Commissioners of the City of
West Fargo, North Dakota

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey

2. PHONE NUMBER: 515-5376 DATE: February 9, 2022

3. AGENDA TITLE:

Conditional Use Permit for Off-Premise Signs in a P: Public Facilities District at 535
13th Avenue West (South Elmwood Park)

4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

The applicant has requested two, 36 ft² non-lighted, off-premise signs for baseball field
sponsorship at the north and south entrances of South Elmwood Park. Planning and
Zoning Commission recommended approval of the application at their February 8th
meeting.

5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

535 13th Avenue West (unplatted parcel in the NE¼ of Section 18, T139N, R49W
[South Elmwood Park]), and Lot 1, Block 1 of Elmwood Court 4th Addition, City of West
Fargo, North Dakota.

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval subject to conditions listed in the staff report.

STAFF REPORT

A22-2		CONDITIONAL USE PERMIT	
535 13 th Ave West			
Parcel in the NE¼ of Section 18, T139N, R49W [South Elmwood Park]), and Lot 1, Block 1 of Elmwood Court 4 th Addition, City of West Fargo, North Dakota			
Applicant: Lee Hofer, Hofer Signs Owner: West Park District		Staff Contact: Lisa Sankey	
Planning & Zoning Commission Public Hearing:		02-08-2022 – Approval	
City Commission:		02-22-2022	

PURPOSE:

Allow for Off-Site Signs as provided for as a conditional use in Section 4-433.3.1 of City Ordinances.

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban Growth Sector
Existing Land Use:	Park Recreational Center
Current Zoning District(s):	P: Public Facilities
Zoning Overlay District(s):	NA
Total area size:	± 19 acres
Adjacent Zoning Districts:	North & East –P: Public Facilities South – R-1: One & Two Family Dwellings West – PUD: Planned Unit Development (Residential) & R-1: One & Two Family Dwellings
Adjacent street(s):	13 th Avenue W (Collector); 19 th Avenue W (Local)
Adjacent Bike/Pedestrian Facilities:	Multiuse Paths and sidewalks along roadways
Available Parks/Trail Facilities:	Not applicable

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application for a conditional use permit for two, 36 ft² non-lighted, off-premise signs for baseball field sponsorship signs at the north and south entrances of South Elmwood Park.
- Under 4-433.3 Conditionally Permitted Uses in the Public Facilities District and 4-460.9.3.b General Sign Regulations for the Public Facility District, as a conditionally permitted use, off-premise signs may be allowed.
- The City may impose height and other size requirements, as well as other requirements deemed necessary by the City to have such signs fit into the area in which they are proposed to be established.
- A conditional use permit agreement is required to be signed prior to issuance of a building permit and may include conditions deemed appropriate by the Commission.

STAFF REPORT

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

With reference to the criteria for granting conditional uses, the following is noted:

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - No concerns noted.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 - No concerns noted.
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - No concerns noted.
4. Utilities, with reference of locations, availability, and compatibility.
 - No concerns noted.
5. Screening and buffering with reference to type, dimensions, and character.
 - No concerns noted.
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - No concerns noted. The proposed signs are non-illuminated.
7. Required yards and other open space.
 - No concerns noted.
8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - No concerns noted.
9. General compatibility with adjacent properties and other property in the district.
 - No concerns noted.

NOTICES:

Sent to:	Property owners within 350' and applicable departments and agencies.
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Comments Received:	None to date.
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CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:

- The sign is accessory to the surrounding buildings and appears to be appropriately sized for the area. Public comments should be weighed when considering the application.

RECOMMENDATIONS:

It is recommended that the City approve the proposed application on the basis that with conditions that it could be considered consistent with City plans and ordinances with recommended conditions of approval as follows:

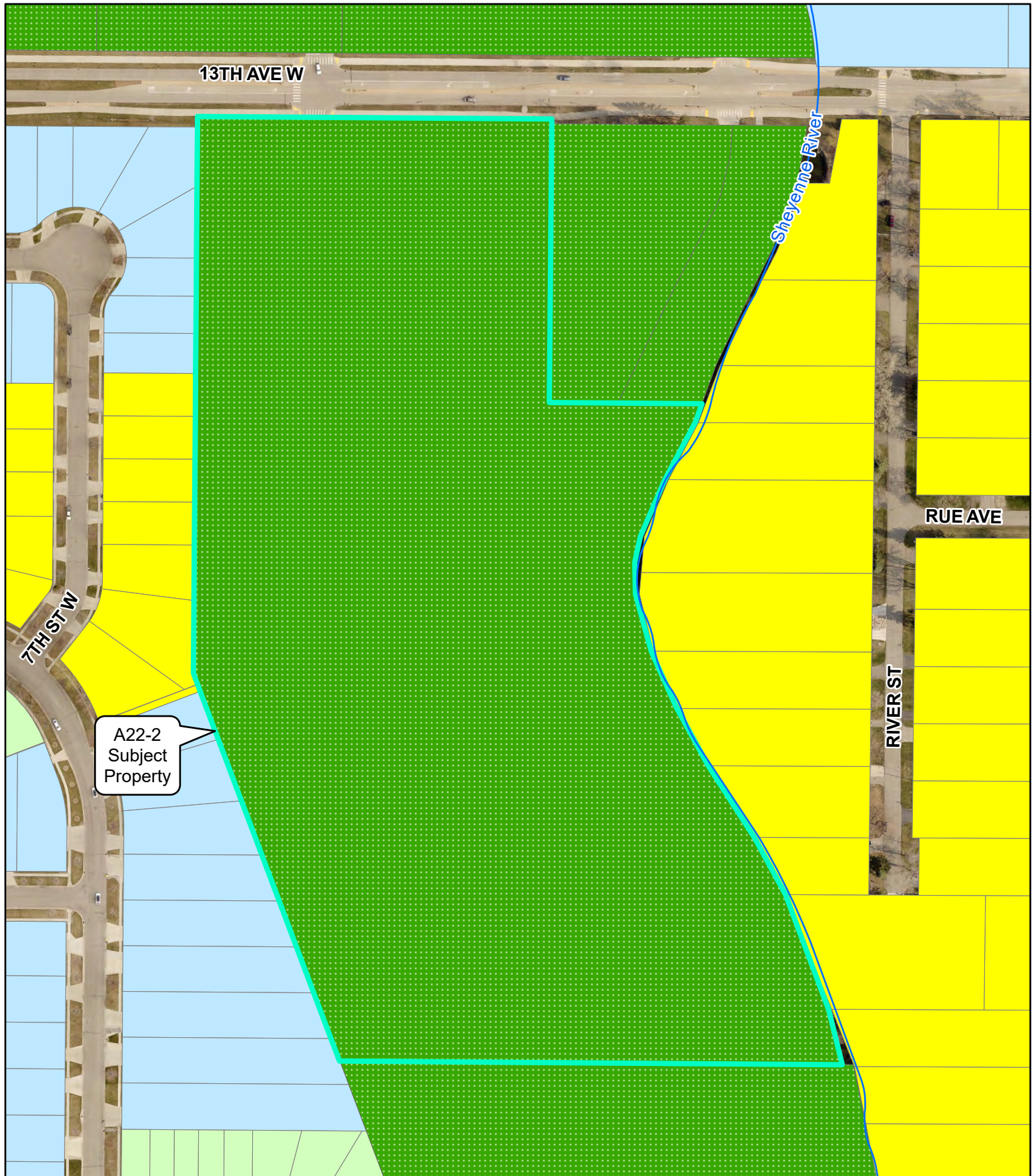
1. Consideration be given to any public comments that may be received.
2. A Signed Conditional Use Permit Agreement is received.

STAFF REPORT

PLANNING AND ZONING RECOMMENDATION:

At their February 8, 2022 meeting, the Planning and Zoning Commission recommended approval of the proposed Conditional Use Permit, subject to the two conditions listed above.





West Fargo Zoning

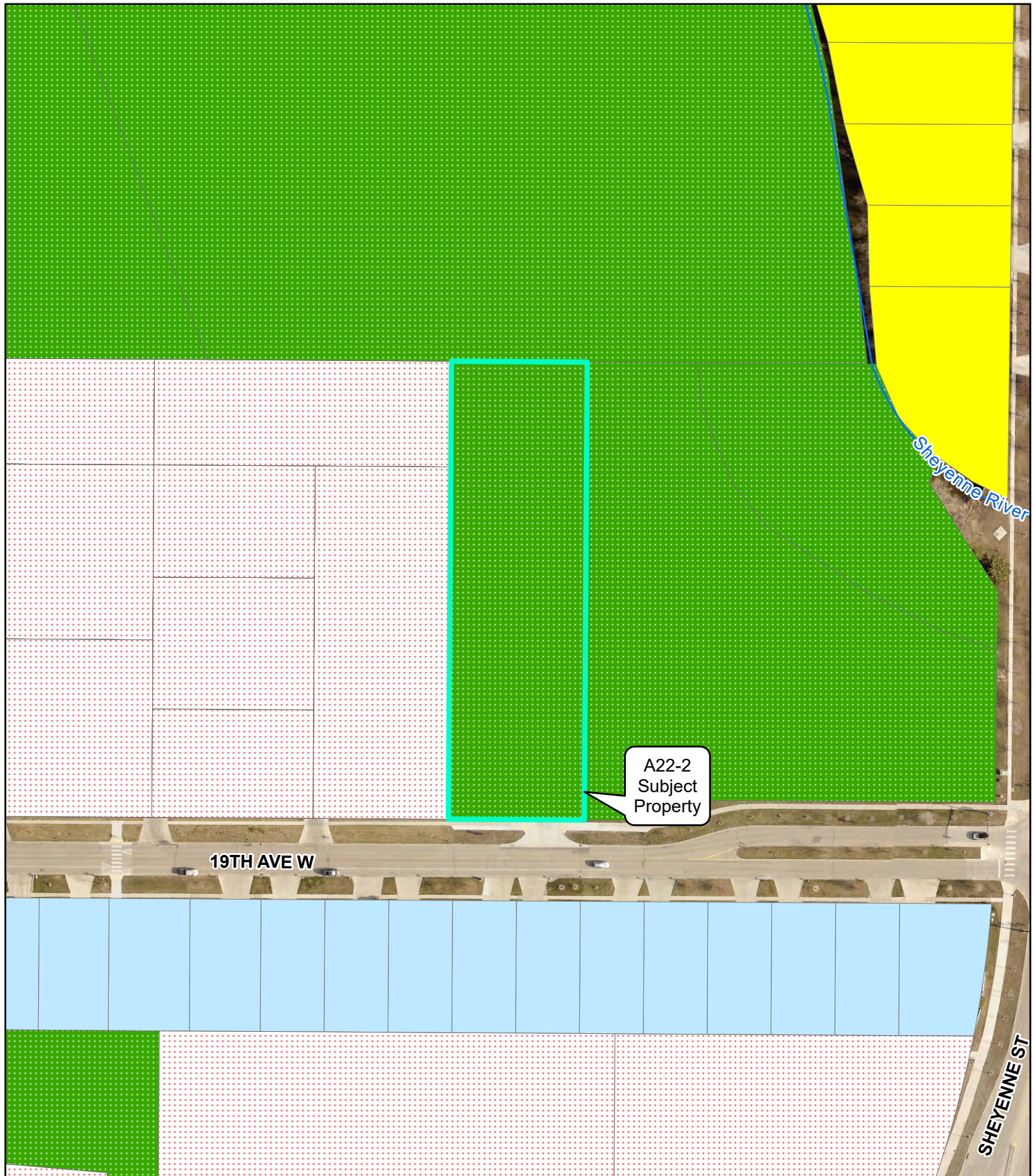
- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential



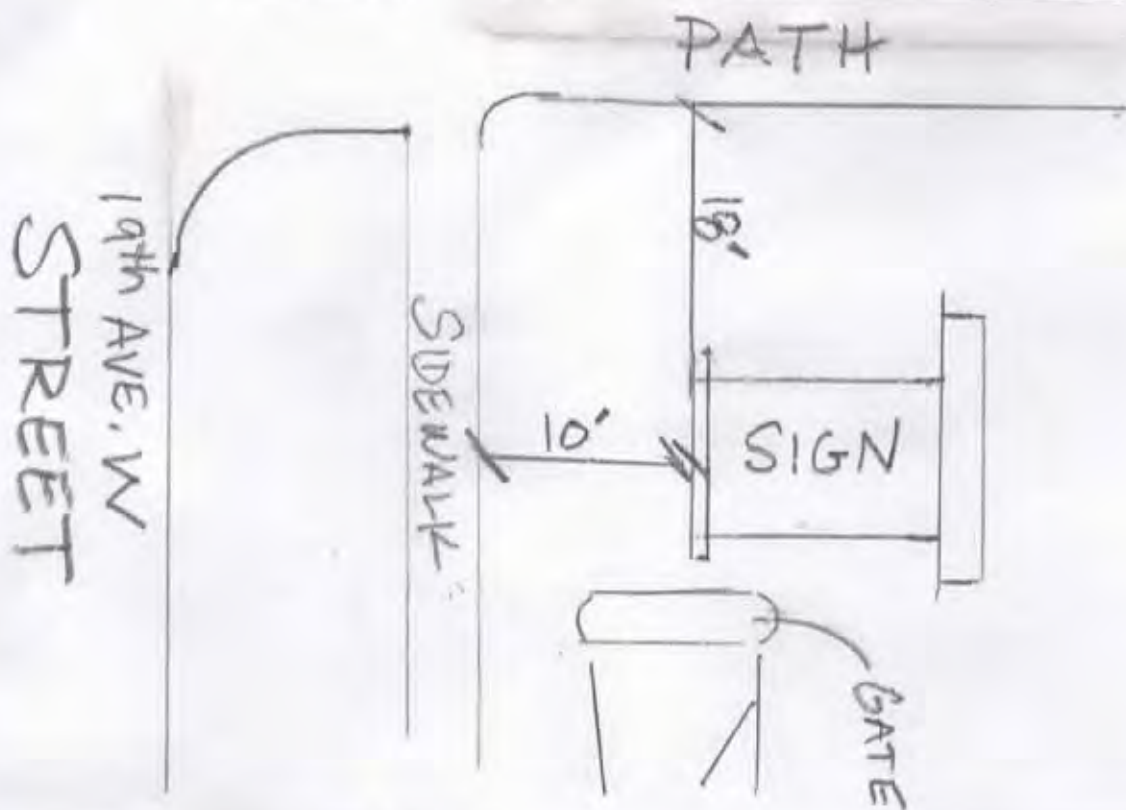
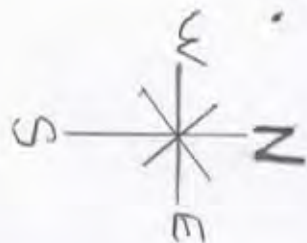




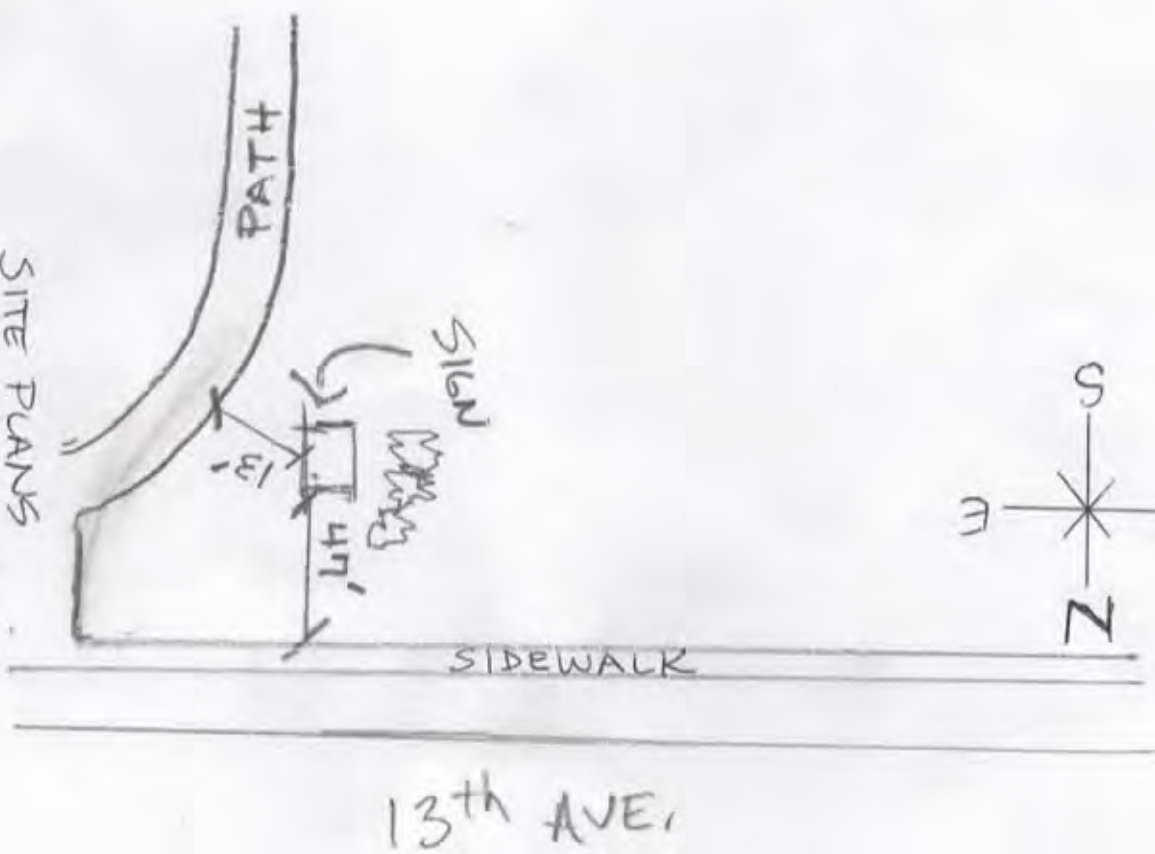
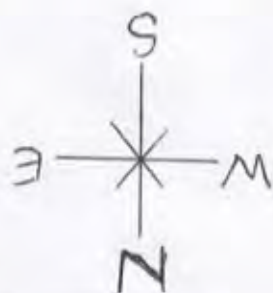
West Fargo Zoning 					
 A: Agricultural	 LI: Light Industrial	 R-1SM: Mixed One and Two Family Dwelling			
 C: Light Commercial	 M: Heavy Industrial	 R-2: Limited Multiple Dwelling			
 C-OP: Commercial Office Park	 P: Public	 R-3: Multiple Dwelling			
 DMU: Downtown Mixed Use	 PUD: Planned Unit Development	 R-4: Mobile Home			
 EMU: Entertainment Mixed Use	 R-L1A: Large Lot Single Family Dwelling	 R-5: Manufactured Home Subdivision			
 HC: Heavy Commercial	 R-1A: Single Family Dwelling	 R-1E: Rural Estate			
	 R-1: One and Two Family Dwelling	 R-R: Rural Residential			



SOUTH ENTRANCE:



NORTH ENTRANCE



SITE PLANS

NAME: Hofer Signs

DATE: 1-6-2022

SUBDIVISION: Elmwood Court
4th Addition



HOFER SIGNS

3551 4th Ave. S. Suite A
Fargo, ND 58103

PHONE: (701)235-5328

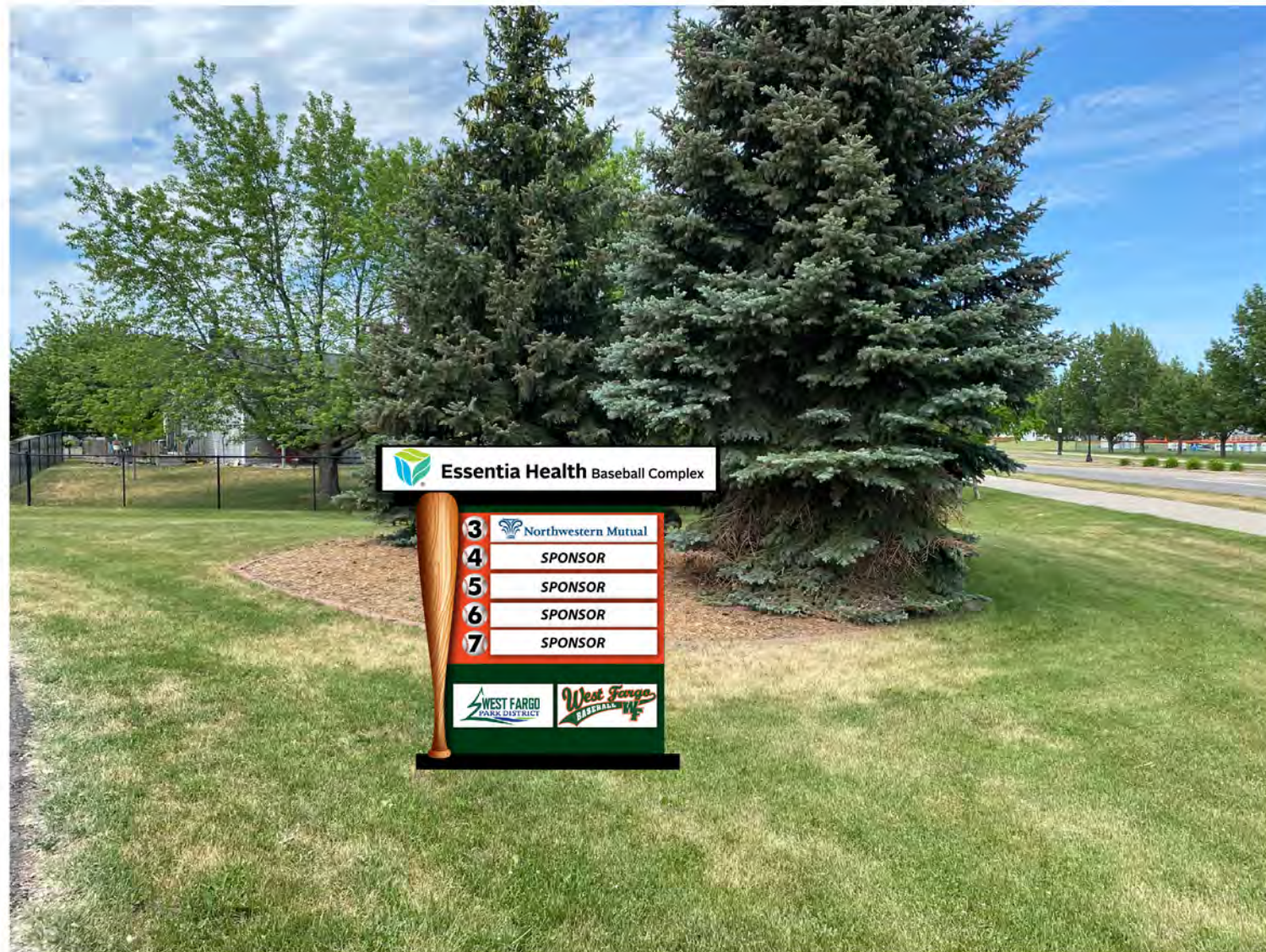
EMAIL: LEE@HOFERSIGNS.COM

CUSTOMER:

DESIGN DATE:

NOTES:

NORTH ENTRANCE SIGN



APPROVAL SIGNATURE **X**

DATE

NOTE: Due to monitor & printer variation, colors may not be exact.



HOFER SIGNS

3551 4th Ave. S. Suite A
Fargo, ND 58103

PHONE: (701)235-5328

EMAIL: LEE@HOFERSIGNS.COM

CUSTOMER:

DESIGN DATE:

NOTES:

SOUTH ENTRANCE SIGN



APPROVAL SIGNATURE **X**

DATE

NOTE: Due to monitor & printer variation, colors may not be exact.

Conditional Use Permit

State of North Dakota,
County of Cass,
City of West Fargo

WHEREAS, **West Fargo Park District** (hereinafter referred to as the “**Applicant**”) has paid the sum of two hundred dollars (\$200.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicant** is the legal owner of property at 535 13th Avenue West, West Fargo, North Dakota 58078, legally described as (hereinafter referred to as the “Property”):

See Attached Exhibit A

NOW, THEREFORE, by order of the West Fargo City Commission, the said applicant is hereby issued a Conditional Use Permit to:

Allow for off site in signs as provided for as a conditional use in 4-433.3.1 of City Ordinances.

on the above-described Property with the following conditions:

1. That the signs be constructed and installed at no greater size than as provided in the plans approved to the West Fargo Planning & Zoning Commission at their February 8, 2022 meeting and the West Fargo City Commission at their February 22, 2022 meeting.
2. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
4. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo.
5. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Owner and shall not be the obligation of the City.
6. If Applicant fails to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give owner at least a ten (10) day notice of revocation of a revocation hearing for the Conditional Use Permit stating the time, place and purpose of such hearing. Upon such hearing, the City may revoke this Conditional Use Permit. If this Conditional Permit is revoked Owner shall remove the sign from the property by the date stated by the City Commission at the hearing. Applicant shall pay as reasonable attorney's fees and court costs associated with the City's enforcement of the terms of this

Conditional Use Permit.

7. This Conditional Use permit will not be in effect until such time as:
 - a) it is executed and recorded with Cass County; and
 - b) the City of West Fargo is provided with recording information.
8. The obligations herein shall run with the Property and shall bind the Applicant and the Owner and their successors and assigns.
9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
10. The Applicant acknowledges receipt of this Conditional Use Permit and agrees to its terms and conditions.

Dated this ____ day of _____, 20__.

APPLICANT:

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

**WEST FARGO BOARD OF CITY
COMMISSIONERS:**

Bernie L. Dardis, President of the Board

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this _____ day of _____, 20____.

**WEST FARGO PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT:**

Aaron Nelson, AICP, Director of Planning and
Zoning

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Aaron Nelson, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

EXHIBIT A

17.81 ACRES IN SECTION 18 TOWNSHIP 139 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN. UNPLATTED DESCRIBED TRACT IN NORTHEAST QUARTER. COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER THENCE NORTH 90 DEGREES 00 MINUTES WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 1557.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 822.75 FEET; THENCE SOUTH 21 DEGREES 09 MINUTES EAST 580 FEET MORE OR LESS TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 16 OF SIMPSON 2ND SUBDIVISION; THENCE ALONG EXTENDED SOUTH LINE OF LOT 16, SIMPSON 2ND SUBDIVISION TO THE CENTER OF SHEYENNE RIVER; THENCE DOWNSTREAM IN A NORTHERLY DIRECTION TO THE NORTH LINE OF NORTHEAST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES WEST ALONG SAID NORTH LINE OF NORTHEAST QUARTER FOR 861.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

LESS THE FOLLOWING: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARETER; THENCE NORTH 90 DEGREES 00 MINUTES WEST FOR 1060.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES EAST FOR 440 FEET; THENCE NORTH 90 DEGREES 00 MINUTES EAST FOR 214 FEET, MORE OR LESS TO THE CENTER LINE OF SHEYENNE RIVER THENCE DOWNSTREAM IN NORTHERLY DIRECTION ALONG RIVER CENTERLINE TO THE NORTH LINE OF NORTHEAST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES WEST, ALONG SAID NORTH LINE FOR 364 FEET, MORE OR LESS TO THE POINT OF BEGINNING. SAID EXCEPTION CONTAINS 3.29 ACRES LESS THE 33 FEET ALONG THE SOUTH SIDE OF NORTH LINE OF SAID NORTHEAST QUARTER FOR ROAD RIGHT-OF-WAY. LESS THE NORTH 43.50 FEET OF THE WEST 497.10 FEET OF THE EAST 1557.78 FEET OF THE NORTHEAST QUARTER FOR RIGHT-OF-WAY PURPOSES. SAID TRACT CONTAINS .50 ACRES, MORE OR LESS.

Conditional Use Permit

State of North Dakota,
County of Cass,
City of West Fargo

WHEREAS, **West Fargo Park District** (hereinafter referred to as the “**Applicant**”) has paid the sum of two hundred dollars (\$200.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicant** is the legal owner of property, legally described as (hereinafter referred to as the “Property”):

Lot 1, Block 1 of Elmwood Court Fourth Addition, City of West Fargo, North Dakota

NOW, THEREFORE, by order of the West Fargo City Commission, the said applicant is hereby issued a Conditional Use Permit to:

Allow for off site in signs as provided for as a conditional use in 4-433.3.1 of City Ordinances.

on the above-described Property with the following conditions:

1. That the signs be constructed and installed at no greater size than as provided in the plans approved to the West Fargo Planning & Zoning Commission at their February 8, 2022 meeting and the West Fargo City Commission at their February 22, 2022 meeting.
2. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
4. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo.
5. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Owner and shall not be the obligation of the City.
6. If Applicant fails to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give owner at least a ten (10) day notice of revocation of a revocation hearing for the Conditional Use Permit stating the time, place and purpose of such hearing. Upon such hearing, the City may revoke this Conditional Use Permit. If this Conditional Permit is revoked Owner shall remove the sign from the property by the date stated by the City Commission at the hearing. Applicant shall pay as reasonable attorney's fees and court costs associated with the City's enforcement of the terms of this

Conditional Use Permit.

7. This Conditional Use permit will not be in effect until such time as:
 - a) it is executed and recorded with Cass County; and
 - b) the City of West Fargo is provided with recording information.
8. The obligations herein shall run with the Property and shall bind the Applicant and the Owner and their successors and assigns.
9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
10. The Applicant acknowledges receipt of this Conditional Use Permit and agrees to its terms and conditions.

Dated this ____ day of _____, 20__.

APPLICANT: _____

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

**WEST FARGO BOARD OF CITY
COMMISSIONERS:**

Bernie L. Dardis, President of the Board

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

**WEST FARGO PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT:**

Aaron Nelson, AICP, Director of Planning and
Zoning

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Aaron Nelson, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen

2. PHONE NUMBER: 433-5324 DATE: February 9, 2022

3. AGENDA TITLE:

Conditional Use Permit for a home occupation (firearm sales) that will have customers coming to the residence.

4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Conditional Use Permit for home occupation (firearm sales) with customers coming to the site. The Planning & Zoning Commission recommended approval of the CUP at their February 8, 2022 meeting.

5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

Located at 1677 10th St W (Lot 61, Block 7 of Elmwood Court Addition), City of West Fargo, North Dakota

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approve the Conditional Use Permit request based on conditions listed in the Staff Report.

STAFF REPORT

A22-3		CONDITIONAL USE PERMIT	
1677 10 th St W			
Lots 61, Block 7 of Elmwood Court			
Owner/Applicant: Michael Knudsen		Staff Contact: Malachi Petersen	
Planning & Zoning Commission Public Hearing:		02-08-2022	
City Commission:		02-22-2022	

PURPOSE:

Allowing for a home occupation which will have customers coming to the residence.

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban - Growth Sector
Existing Land Use:	Residential
Current Zoning District(s):	R-1: One & Two Family Dwellings
Zoning Overlay District(s):	None
Total area size:	7,626 square feet
Adjacent Zoning Districts:	R-1: One & Two Family Dwellings (north, west, and east); R-2: Limited Multiple Dwelling (south)
Adjacent street(s):	10 th Street West (local)
Adjacent Bike/Pedestrian Facilities:	Adjacent sidewalks
Available Parks/Trail Facilities:	Elmwood Park accessible by sidewalks within .25 miles

DISCUSSION AND OBSERVATIONS:

- The applicant is seeking to operate a federally licensed firearms business out of his home. The business will be by appointment only.
- Federal Agencies regulate the sale, repair, and storage of firearms.
- The City has approved two Conditional Use Permits for firearm sales / repair since 2005 when CUPs started to be required for home occupations which have customers coming to the residence. According to the Federal Alcohol, Tobacco, and Firearms Bureau there are 8 FFL dealers who have their business registered as a residential home in West Fargo.
- Section 4-448 of the City Ordinances under supplementary district regulations lists provisions for home occupations for which the home-based business would be subject to.
- Section 4-448.10 states that as a conditional use, the City may consider a home occupation use which has customers coming to the site. It further states that the City may place any conditions on the home occupation as deemed necessary to ensure that it will not be a detriment to the character and livability of the surrounding neighborhood.
- Home-based businesses are required to provide off-street parking for customers in addition to the two required spaces for all single-family residential units.
- The property can accommodate up to 4 vehicle on-site/off-street parking spaces including space in the garage for the residential use.
- The applicant has been provided and has no concern meeting the full list of requirements to follow under the provisions for home occupations.

STAFF REPORT

- A conditional use permit agreement for the use will be required to be signed by the applicant and may include conditions deemed appropriate by the Commission.

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

With reference to the criteria for granting conditional uses, the following is noted:

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - The property is adequately accessed 10th Street West, a local public street.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 - 4-448.6 requires all parking associated with the principal residential use and the home occupation to be accommodated on site while still maintaining the required lot coverage minimums. It appears with 2 spaces in the driveway and 2 spaces in the garage that the applicant will have adequate parking to accommodate the residential property and the proposed use.
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - No concerns noted.
4. Utilities, with reference of locations, availability, and compatibility.
 - No concerns noted
5. Screening and buffering with reference to type, dimensions, and character.
 - No concerns noted
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - 4-448-3 would only allow one sign, not to exceed one square foot, non-illuminated, and mounted flat against the wall of the principal building.
7. Required yards and other open space.
 - No concerns noted.
8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - No concerns noted.
9. General compatibility with adjacent properties and other property in the district.
 - Due to the appointment-only nature of the business, it does not appear that this use will bring a great deal of traffic to the site.

NOTICES:

Sent to: Property owners within 350' and applicable agencies and departments.

Comments Received:

- Out of 64 properties notified, comments and phone calls were received by six neighbors in opposition to the proposed CUP. All those in opposition said they were concerned about the nature of the product being sold. Comments received in writing are attached.
- A comment was received by Pierre Freeman, the West Fargo Emergency Manager, who expressed concern about the safe storage of firearms. Comment is attached.

STAFF REPORT

CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:

- The application may be considered consistent with the Comprehensive Plan if it is determined not be a detriment to the character and livability of the surrounding neighborhood.

RECOMMENDATIONS:

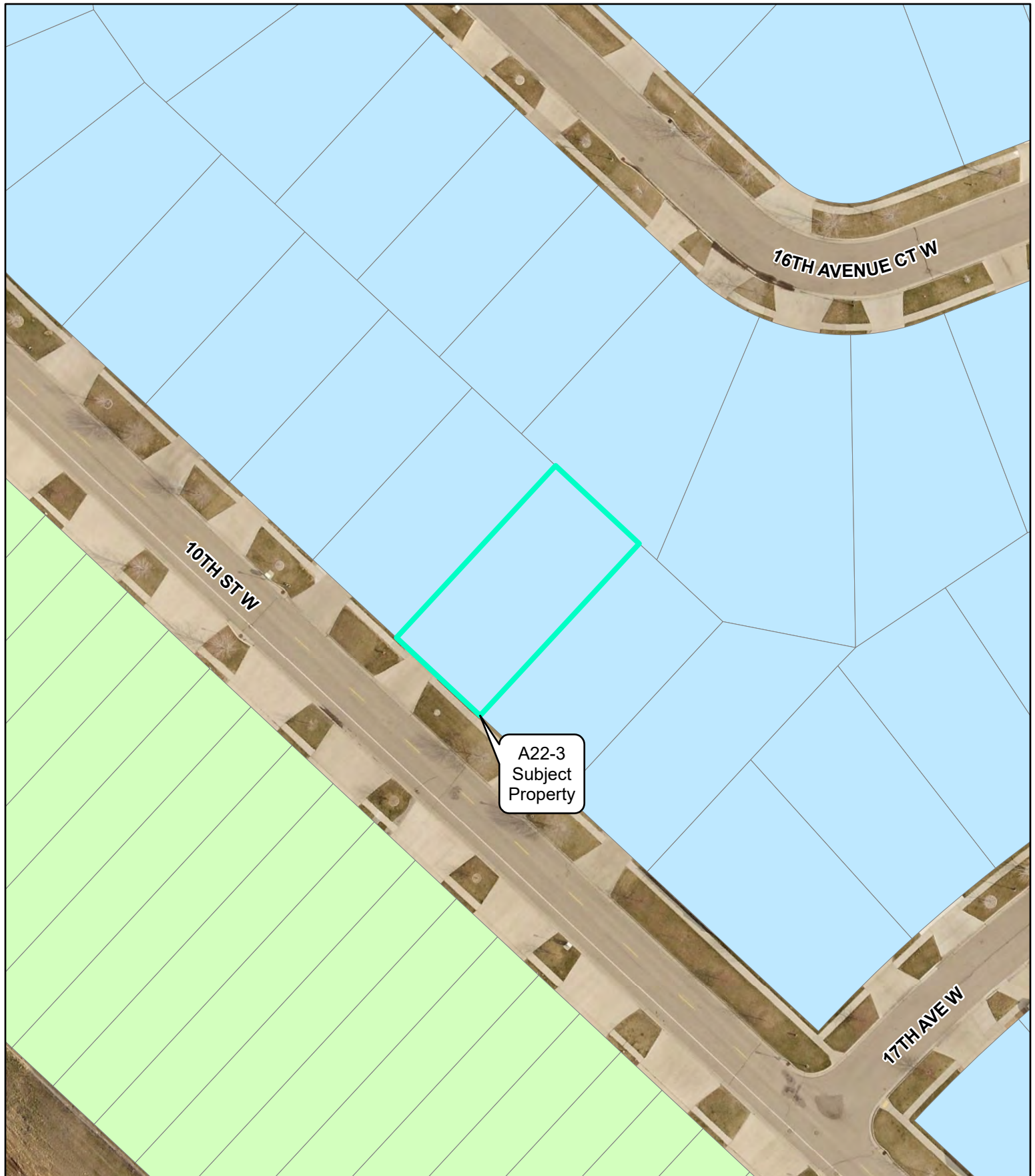
It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

1. Applicant meet all requirements set forth in the provisions for home occupations found in Section 4-448 of the City Ordinances.
2. Applicant meet all federal and local requirements as they pertain to the sale, repair, and handling of firearms.
3. Adequate parking for both the home occupation and the residence be maintained.
4. A Signed Conditional Use Permit Agreement is received.

PLANNING AND ZONING RECOMMENDATION:

- At their February 8, 2022 meeting the Planning and Zoning Commission recommended approval of the Conditional Use Permit subject to the conditions listed in the staff report.





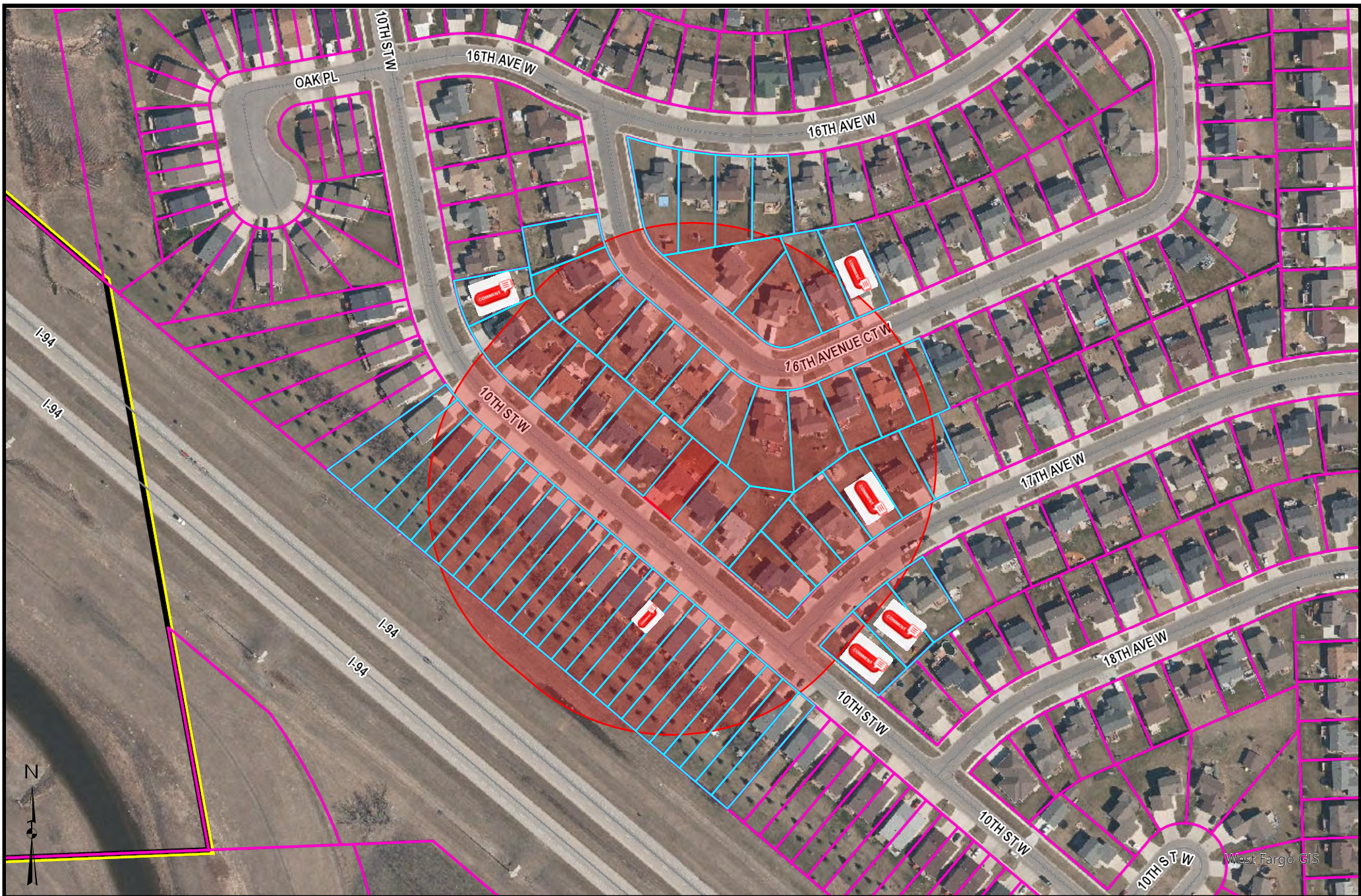
West Fargo Zoning

- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Home Occupation	
Date: 1/12/2022	
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	

From: [Pierre A. Freeman](#)
To: [Lisa A. Sankey](#)
Subject: RE: Conditional Use Permit for Home Occupation
Date: Friday, January 21, 2022 9:31:49 AM
Attachments: [image002.png](#)
[image001.png](#)

No issues with the current set of notices from planning.

Not crazy about firearms sales and storage in neighborhoods and within residents. Volume would or should be low or per buyer. This seems like a target for criminals to gain access to the residents and acquire firearms, whether stored properly or not. Safety of children in house and other children visiting house. Hopefully there is a full business plan included in the review to include storage, display of product, volume sold and housed, build to suit etc., security and monitoring. My two cents.

Otherwise on this one parking should be ok as long as it is low volume and it should also be low impact as buyers may only be picking up and not a point of sales purchases, but rather order and pick up.

Pierre Freeman, MS, REHS/RS
Emergency Manager, West Fargo Fire
Department

106 First St.
West Fargo, ND 58078
(701) 515-5600
Visit our website at:
westfargofire.org

Malachi D. Petersen

From: Ashley Anderson <ashmariea84@yahoo.com>
Sent: Monday, January 31, 2022 10:51 AM
To: Malachi D. Petersen
Subject: proposed conditional use permit for a home occupation

To whom it may concern;

I received a letter in the mail stating my neighbors at 1677 10th Street West, West Fargo would like a conditional permit to open firearms sales from their home.

I vehemently oppose this. This neighborhood is a family friendly one where our children ride their bikes freely in the summer and build snow forts in their yards during winter. The kind of people this business will attract on top of the inherent dangerousness of the actual items of sale are completely in opposition to the type of neighborhood we have strived to provide our family's and our neighbors.

I have on more than one occasion heard gunshots recently which I now must conclude have come from this neighbors residence. At this rate there is bound to be someone harmed or killed by a rogue firearm. This is not the type of business that is ran safely out of one's home residence, this is a business that must be run out of a commercial location.

Please make the correct decision and keep with the neighborhood feel and deny this permit.
This type of business is not one that should be run out of a home and certainly not out a house in our family friendly "safe" neighborhood.

Ashley Middendorf
824 17th Ave W

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Proposed conditional use permit for home occupation for 1677 10th St West

Brent Dubs <brentdubs@far.midco.net>

Wed 1/26/2022 4:29 PM

To: Malachi D. Petersen <Malachi.Petersen@westfargond.gov>;

Malachi,

Thank you for your letter informing us of the request for a conditional use permit for 1677 10th St W. and opportunity for comment.

While we don't have any issues with the occupants, we have grave concerns about the intent to sell firearms out of that residence. There are a large number of kids that play in the houses surrounding. The school buses also load and unload kids within two houses of that location multiple times a day. The idea that firearms are sold that close is very concerning to us. I would think that firearms sales would need to be zoned. I think this is something that is more suitable to be sold in zoned gun stores. It makes me wonder who would need to purchase guns in a private residence.

Again, we have no issues with the occupants. We don't know them. We wouldn't have any issues with them selling a different product, but guns are not something we are comfortable with. Even if the occupants are fine people, there is no telling if people who show up to their house to purchase weapons might not be stable. With kids regularly two houses away, we are strongly against granting the request.

Thank you for your time and opportunity to comment.

-Brent

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Malachi D. Petersen

From: C Koth <jkoth@aol.com>
Sent: Tuesday, February 1, 2022 9:52 AM
To: Malachi D. Petersen
Subject: Conditional Use Permit

Good Morning Malachi Petersen,

I'm writing in regards to the Conditional Use Permit for firearms sales at 1677 10th St W, West Fargo. Personally, I am not a fan of guns and I believe the sale of guns should be KEPT OUT of residential neighborhoods.

Thank you for considering my opinion.

Sincerely,
Cindy Koth
810 16th Ave Ct W
West Fargo, ND 58078

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Conditional use permit

cliff <cgmustang@midco.net>

Wed 1/26/2022 9:34 AM

Inbox

To: Malachi D. Petersen <Malachi.Petersen@westfargond.gov>;

Hi Malachi,

My name is Cliff Sheeley, 1635 10 st. W. I have a NO, Vote on this Memorandum. Thanks.

Sent from [Mail](#) for Windows

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Malachi D. Petersen

From: Donna Hestbeck <dhestbeck@gmail.com>
Sent: Tuesday, January 25, 2022 2:35 PM
To: Malachi D. Petersen
Subject: Proposed Conditional Use Permit for a Home Operation at 1677 10th Street West

Malachi,

I received your memorandum regarding the proposed conditional use permit for a home occupation at 1677 10th Street West, West Fargo for firearms sales.

I am NOT in favor of this. This is a residential area and should not be used as a place to purchase firearms. Please note my objection.

Thank you.

Donna Hestbeck
1686 10th Street West
West Fargo, ND 58078
[REDACTED]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Conditional Use Permit

State of North Dakota,
County of Cass,
City of West Fargo

WHEREAS, **Michael Knudson** (hereinafter referred to as the “**Applicant**”) has paid the sum of two hundred dollars (\$200.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicant** is the legal owner of property located at 1677 10th St W, West Fargo, ND 58078, legally described as (hereinafter referred to as the “Property”):

LOT 61, BLOCK 7, ELMWOOD COURT ADDITION

NOW, THEREFORE, by order of the West Fargo City Commission, the said applicant is hereby issued a Conditional Use Permit to:

Operate a home occupation (firearms sales by appointment only) which will have customers coming to the residence.

on the above-described Property with the following conditions:

1. Applicant meet all requirements set forth in the provisions for home occupations found in Section 4-448 of the City Ordinances.
2. Applicant meets all federal and local requirements as they pertain to the sale, repair, and handling of firearms.
3. The conditional use permit may be brought for review or revocation if rights to the property are sold, conveyed, or otherwise transferred or if four (4) or more complaints are received within sixty (60) days.
4. Adequate parking for both the home occupation and the business be maintained.
5. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
6. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Applicant, its agents servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property or City actions related to the granting of this Conditional Use Permit.

7. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Owner and shall not be the obligation of the City.
8. If Applicant fails to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give owner at least a ten (10) day notice of revocation of a revocation hearing for the Conditional Use Permit stating the time, place and purpose of such hearing. Upon such hearing, the City may revoke this Conditional Use Permit. If this Conditional Permit is revoked Owner shall cease to allow customers to come to the property by the date stated by the City Commission at the hearing. Applicant shall pay as reasonable attorney's fees and court costs associated with the City's enforcement of the terms of this Conditional Use Permit.
9. This Conditional Use permit will not be in effect until such time as:
 - a) it is executed and recorded with Cass County; and
 - b) the City of West Fargo is provided with recording information.
10. The obligations herein shall run with the Property and shall bind the Applicant and the Owner and their successors and assigns.
11. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
12. The Applicant acknowledges receipt of this Conditional Use Permit and agrees to its terms and conditions.

Dated this ____ day of _____, 20__.

APPLICANT:

Michael Knudson

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

**WEST FARGO BOARD OF CITY
COMMISSIONERS:**

Bernie Dardis, President of the Board

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie Dardis, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

**WEST FARGO PLANNING & ZONING
DEPARTMENT:**

Aaron Nelson, Planning Director

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Aaron Nelson, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen
2. PHONE NUMBER: 515-5377 DATE: February 9, 2022
3. AGENDA TITLE:
Approval of \$75,000 Enterprise Grant for Ades Cuisine LLC.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Ades Cuisine LLC has applied for a \$75,000 Enterprise Grant for their expansion into West Fargo within the Firm building on Sheyenne Street. This expansion would include the fit-up of 1,405 sf of vacant space just south of Pioneer Place as well as the purchase of food service equipment. These costs would total \$230,121 for the applicant. At their Monday, February 14th meeting, the Economic Development Advisory Committee recommended approval of the full \$75,000 Enterprise Grant for Ades Cuisine LLC.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
344 Sheyenne St Unit C (The Firm)
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve an Enterprise Grant in the amount of \$75,000 for Ades Cuisine LLC as recommended by the West Fargo Economic Development Advisory Committee.



To: West Fargo City Commission

From: Malachi Petersen, Planner

Date: Wednesday, February 9, 2022

Subject: Approval of \$75,000 Enterprise Grant for Ades Cuisine LLC

Action: Approve \$75,000 Enterprise Grant for Ades Cuisine LLC

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Summary & Recommendation:

The City of West Fargo's Enterprise Grant is a targeted development program that provides the use of public funds to leverage private investment for interior and exterior improvements to commercial properties located within the City. The program applies to all commercial property located within the Downtown Mixed-Use District and is intended to encourage property owners and business tenants to undergo projects which are transformational in use or to extend the lifespan of the building. Since the program's inception in 2019 there have been three recipients of the grant – Thunder Coffee, HollyWould Beauty Suites, and Ferguson Books.

Ades Cuisine LLC has applied for a \$75,000 Enterprise Grant for their expansion into West Fargo within the Firm building on Sheyenne Street. This expansion would include the fit-up of 1,405 sf of vacant space just south of Pioneer Place as well as the purchase of food service equipment. These costs would total \$230,121 for the applicant. At their Monday, February 14th meeting, the Economic Development Advisory Committee recommended approval of the full \$75,000 Enterprise Grant for Ades Cuisine LLC.

Policy Analysis:

The addition of a new food establishment to West Fargo could assist with the revitalization of downtown by bringing a unique offering. Through this potential financial partnership, the City would be following West Fargo 2.0's call to "foster unique businesses" and "diversify retail offerings" while approving an applicant that meets the goals identified in the Enterprise Grant guidelines. Furthermore, the presence of this applicant along Sheyenne Street could contribute to consumer foot-traffic, benefiting all neighboring businesses and enhancing the City's economy. This economic process could add to the overall sales tax revenue collected by the City, thus reinvesting in the Economic Development Sales Tax fund from which the grant is funded.

Financial Analysis:

Through the Enterprise Grant program, up to 50% of approved costs can be reimbursed through Economic Development Sales Tax, with a not-to-exceed amount of \$75,000 for a \$150,000 investment. There are sufficient funds designated for Enterprise Grants within the current Economic Development Sales Tax budget.



Enterprise Grant Application

Program Purpose and Benefits

The City of West Fargo (city) targeted development program provides the use of public funds to leverage private investment for interior and exterior improvements to commercial properties located within the city. The program applies to all commercial property that is located within the targeted redevelopment area downtown. Targeted redevelopment area is defined as a property located in the downtown overlay district (see map attached). The program is intended to encourage property owners and business tenants of properties to undergo projects which are transformational with respect to use (which must be consistent with the vision of the West Fargo 2.0 comprehensive plan) or lifespan of the building not just maintenance of the property (This is not a building maintenance contract).

Program Goals

- Beautify the area by improving exterior building facades
- Enhance commercial growth
- Encourage redevelopment and reinvestment
- Increase community pride in the adjacent neighborhoods
- Add significant physical improvements to the aesthetics of the property
- Create unique and distinct places
- Coordinate implementation efforts
- Attract businesses that compliment revitalization of an area through employment, unique offerings, and complementary businesses to the West Fargo 2.0 Comprehensive Vision

Project Eligibility

The program is offered through and administered by the City of West Fargo Economic Development office. Interested parties may apply for a grant not to exceed \$75,000. To qualify for the entire \$75,000 the applicant must have at least \$150,000.00 of qualifying expenses that are approved by the West Fargo Economic Development Advisory Committee (EDAC) and City Commission. Projects will be considered on a prorated basis, the grant is eligible for up to 50% of the qualified expenses. Additional Renaissance Zone incentives may be applicable if other capital/structural improvements are made to the property. Eligibility requirements include:

- Payment of all taxes and/or assessments must be current
- Property must be zoned commercial and operate as such
- Applicant must make a financial commitment to the project
- Projects must be transformational in appearance, use, or lifespan of the building.
- Improvements must comply with all City zoning and building code requirements and Sheyenne St/Main Ave recommendations.



Enterprise Grant Application

Eligible Improvements

As a part of the grant application, applicants shall provide professionally rendered drawings and estimates from licensed contractors or vendors of work and equipment required for the project. The EDAC will review bids and drawings and send an expense eligibility recommendation to the city commission for final consideration. Only expenses relating to capital improvements to buildings and essential equipment will be considered.

The following lists contains costs NOT eligible for assistance

- Building permits and fees
- Title reports and fees
- Extermination of insects, rodents or other pests
- Private sidewalk replacement or repair
- Acquisition of land or buildings
- Refinancing of existing debt
- Building security systems
- General repair/maintenance work not contributing to the overall interior or exterior impact of the building
- Improvements not listed as eligible or ineligible are subject to review by the city, EDAC and city commission.
- Operating capital

Funding

The city's assistance may not exceed 50% of the total project costs up to a maximum of \$150,000 for each qualifying project, whichever is less. Payments will be made at the completion of a project validated by invoices from licensed contractors and vendors. If a recipient remains in business (as described in the Business Incentive agreement) and within good standing with the City for at least 5 years from the date of opening the balance will be written off up to a maximum of \$75,000. If an approved project defaults on the Business Incentive Agreement the recipient will be required to repay the entire grant or a prorated amount at the City Commission's discretion. Projects with a total cost of less than \$10,000 will not be considered.

Process

Interested applicants shall submit an application to the economic development office. City staff will review the project to ensure program compliance. If the project complies, it will be sent to a subcommittee (financial review committee) of the EDAC which make a recommendation to the full EDAC for review. The applicant is encouraged to attend the full EDAC meeting where the project will be reviewed and considered. City staff will notify applicant as to the progress, time and date of the EDAC meeting. If the project is approved by the EDAC, it will be sent to the city commission for consideration of the final approval. An applicant must have final approval from the city commission to start incurring eligible expenses. Any expenses incurred before final approval will



Enterprise Grant Application

not be considered eligible. If denied at any level, city staff will notify the applicant as to the reasoning and give the applicant the opportunity to amend their application for reconsideration and further review.

Application items to be included are as follows:

- a) Completed application form
- b) Property address and/or complete legal description
- c) Proof of ownership/draft lease.
- d) Site plan with elevations
- e) Photos, drawings, site plans
- f) Bids and cost estimates
- g) Landscaping plan, signage plan

ADDITIONAL INFORMATION AND EXHIBITS TO APPLICATION

Business plan Including:

- A. History of business
- B. Marketing analysis and strategy
- C. Description of products and process
- D. Financial projections
- E. Three years of financial projections and pro-forma financial statements
- F. Business organization documents
- G. Articles of incorporation and by-laws or partnership agreement
- H. Certification of good standing from State of North Dakota

ALL SECTIONS REQUIRED IN PAGES 7-10 MUST BE COMPLETED OR SEPRATE ATTACHMENTS COVERING REQUIRED SECTIONS MUST BE INCLUDED WITH A COMPLETED APPLICATION. THE EDAC AND CITY COMMISSION RESERVE THE RIGHT TO REQUEST ANY ADDITIONAL INFORMATION AT ANY TIME DURING THE APPLICATION PROCESS THAT MAY BE PERTINANT TO THE APPLICATION BUT NOT COVERED BY THIS FORM.



Enterprise Grant Application

Project Award

Following the review and approval by the city commission, the applicant may obtain any required building permits. The applicant should not start any improvements or demolition unless written authorization is given by the City's Economic Development Department. Any work performed or materials purchased prior to final approval by the city commission will NOT be eligible for the grant.

Construction must be completed within 10 months or as otherwise approved by the city commission. Modifications to the approved final plans which produce visible differences or if a different occupant other than the approved application and design will require review and approval of city staff. Failure to do so will invalidate the project and result in the project being terminated and NOT eligible for grant assistance.

Once construction is complete, the applicant will notify the City's Economic Development Department and schedule a final walk-through. Discrepancies between the approved plan and actual construction will be noted in writing and a time frame for correction will be determined.

Grant assistance is limited to two projects per fiscal year for each parcel and a maximum of two projects in any multi-tenant building. Applications cannot be submitted for properties or multi-tenant units which received grant assistance within two years. Funding allocations by the city for any given fiscal year and will be funded on a first applied, first approved basis, until funds are depleted or City Commission changes process. The city, in its sole and exclusive discretion, reserves the right to cancel the program at any time, prior to grant approval, without notice, if sufficient funds for the program are not available.

Payment

In the event of a default payments are due 30 Days after official notice from the city. If a payment is more than 30 days late applicant will be charged 3% of the amount of payment or \$800 whichever is less for each 30 days late.

Applicant will be considered in default if upon review of the commission any of the following events occur:

- **Insolvency or bankruptcy:** The death, dissolution or insolvency of appointment of a receiver by or on behalf of the business or applicant; application of any debtor relief law, the assignment of the benefit of creditors by or on behalf of; the voluntary or involuntary termination of existence by; or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization compensation or debtor relief law by or against applicant or any co-signer, endorser, surety or guarantor of this note or any other obligations applicant may have.
- **Business Termination:** Applicant merges, dissolves, reorganizes, and terminates business existence or a partner or majority owner dies or is declared legally incompetent.



Enterprise Grant Application

- **New Organization:** Without city's written consent, applicant reorganizes, merges into or consolidates with an entity; acquires all or substantially all of the assets of another business; materially changes the legal structure, management, ownership, or financial condition; or affects or enters into a domestication, conversion or interest exchange.
- **Failure to Perform:** Applicant fails to perform any condition or to keep any promise or covenant of this agreement.
- **Other Agreements:** -Applicant is in default on any other debt or agreement with city.
- **Misrepresentation:** Applicant makes any verbal or written statement(s) or provides any financial information that is untrue or inaccurate, or conceals a material fact at the time it is made or provided.
- **Judgment:** Applicant fails to satisfy or appeal any judgment against city.
- **Forfeiture:** The property is used in a manner or for purpose that threatens confiscation by a legal authority.
- **Name Change:** Applicant changes name or assumes an additional name without notifying city before making such a change.
- **Property Value:** City determines in good faith that the value of applicant's property has declined, is impaired, or in a gross state of disrepair.
- **Material Change:** Without first notifying city, there is a material change in applicant's business, including ownership, management and financial conditions.
- **Due on Sale or Encumbrance:** City may, at its option, declare the entire balance of this note to be immediately due and payable upon the creation of or contract for the creation of, any lien, encumbrance, or transfer of sale of, all or any part of the property. If applicant is in default under this agreement, applicant may not sell the inventory portion of the property even in the ordinary course of business.

*Should the business be sold, the incentive may be assumed by the buyer, provided they meet all of the requirements and agree to terms of the Note.

* Upon review by the city commission, at the commission's discretion an applicant may be given up to 60 days to become compliant with the terms of the agreement.

Waivers and Consent: To the extent not prohibited by law, applicant waives protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

Release of funds

Execution of this application and supporting documentation (Pages 1-) you are indicating that you are personally responsible and liable for the terms of the Grant and applicant understands the terms to be binding of both parties. The conditions of the Grant are subject to the West Fargo Enterprise Grant specifications and the application packet you have provided and have been approved by the City.

Grant funding will be awarded upon a **post completion** basis only. Applicants must provide verification of all project costs including copies of all paid invoices before funds can be disbursed.

Applicant Signature:

Signature of Applicant:

Date:

08/17/21

Initial: OA



Enterprise Grant Application

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION

Name: OLAIDE ADEBAYO

Address: 3256 9th St W #F West Fargo, ND

Phone: 701-729-2647 Fax: _____

E-Mail: oadebaya@gmail.com

Applicant Name: OLAIDE ADEBAYO

Property Owner: EPIC COMPANIES (Name of person/entity to RECEIVE grant)

Property Address: 344 Sheyenne St, West Fargo, ND

Architect/Firm: _____
(If applicable)

DESCRIPTION OF PROPERTY

Current tenant(s): ☒ Commercial None

Building History (If available): N/A

Total Qualifying Expenses \$ 299,748 ~~308,812~~ Total Loan from City \$ 0

Potential Grant Portion of Loan \$ 75,000

Is the renovation part of a larger project? ☐ Yes ☒ No, the renovation is the only work I am doing.

If yes, please describe comprehensive Project: _____

Summary of Existing Condition: (Please attach Pictures – Attachment 1)

Vanilla Shell Space.

Summary of Proposed Scope of Work: (Materials, color schemes, etc.) Please attach colorized drawings that include pre- and post- rehab detail, indicating specifically what will be modified and how (Attachment 2). Bids or official estimates from licensed commercial contractors or other providers of needed services and materials are required. (Attachment 3)

Images will be attached.

Estimated completion date:

City Vision: How will proposed project help city reach the vision downtown as described in the West Fargo 2.0 Comprehensive plan and downtown framework study?

-Influx of a new group of customers to the West Fargo downtown area and adding a new variety of services available to residents.

How will your project complement downtown redevelopment efforts? What is the nature of the business? What are the growth plans if any over the next 5 years?

-Being the first Nigerian Restaurant in the FM area, making our home in West Fargo will ^{mean} more commercial growth for the city.
-We will do our part with the beautification of our store front to make the area more appealing to visitors.



Enterprise Grant Application

Employment: What is the anticipated employment and total compensation including benefits?

- we anticipate employing 2-4 persons when the restaurant opens and an additional 2 within the first two years.
- compensation will be between \$13 - \$16 per hour for full time & part time employees.

List any other incentives received by the city or state (program not eligible with the PILOT program).

- N/A

Business plan including:

- A. History of business
- B. Marketing analysis and strategy
- C. Description of products and process
- D. Financial projections
- E. Three years of financial projections and pro-forma financial statements
- F. Business organization documents
- G. Articles of incorporation and by-laws or partnership agreement
- H. Certification of good standing from State of North Dakota
- I. Information on a lead lender if applicable



Enterprise Grant Application

Applicant Signature:

Signature of Applicant:

[Handwritten Signature]

Date: 8/17/21

Signature of property owner:

Date:

If approved by West Fargo City Commissioners, signature will be required by the Mayor and/or Economic Development Director of the City of West Fargo.

City of West Fargo:

Mayor Date: _____

Economic Development Director Date: _____

STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS.

On this ____ day of _____, 20____, before me, a Notary Public within and for said County and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Notary Public, Cass County ND
My Commission Expires:

(SEAL)

Notary signature required prior to receipt of funds.

Signature of Applicant

Applicant Date: _____

Date: _____

Notary signature required prior to receipt of funds.

STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS.

On this ____ day of _____, 20____, before me, a Notary Public within and for said County and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Notary Public, Cass County ND
My Commission Expires:

(SEAL)



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
RYAN RAUSCHENBERGER, COMMISSIONER

August 19, 2021

Ref: L1519165568

ADES CUISINE
3256 9TH ST W APT F
WEST FARGO ND 58078-7825

I, Stephen Horgan, Supervisor of Tax Registration for the North Dakota Office of State Tax Commissioner, certify that the records in the North Dakota Office of State Tax Commissioner do not show any indebtedness owed to the State of North Dakota by ADES CUISINE, with respect to income taxes, sales and use taxes, or any other taxes collected by and payable to the Tax Commissioner's office. This company is, therefore, in good standing with the North Dakota Office of State Tax Commissioner. This certification does not include ad valorem property taxes collected by the respective county treasurers.

Dated this August 19, 2021 at Bismarck, North Dakota.

/s/Stephen Horgan

Stephen Horgan
Supervisor, Tax Registration

State of North Dakota

SECRETARY OF STATE



Certificate of Organization of Ades Cuisine LLC

SOS Control ID#: 0005435251

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that Articles of Organization for

Ades Cuisine LLC

duly signed and executed pursuant to the provisions governing a North Dakota limited liability company, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Organization to

Ades Cuisine LLC

Effective date: February 11, 2021

Filed date: February 11, 2021

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health

Fargo Cass Public Health

2021 Mobile Food Tier 2 with Commissary

Licensee: **Ade's Cuisine**
Location: **Mobile**

The establishment or entity, listed above, has met Fargo Cass Public Health licensure requirements.

This health license is valid from 02/25/2021 through 12/31/2021. This license may be revoked if the establishment or entity fails to maintain the requirements enforced by Fargo Cass Public Health.

Fee: **\$200.00**
Issued: **02/25/2021**
Note: **License is non-transferable**

Grant Larson, RS
Director Environmental Health
Fargo Cass Public Health



ADE'S CUISINE, LLC

BUSINESS PLAN

December 2021

Olaide Adebayo

Owner

3256 9th St W, Unit F

West Fargo, ND 58078

701-200-2015

adescuisine@gmail.com

adescuisine.com

I. EXECUTIVE SUMMARY

Business Overview

Ade's Cuisine prepares and sells authentic Nigerian meals available for pickup or delivery in the Fargo/Moorhead area. We currently work out of a rental kitchen in downtown Fargo to prepare meals for customers to pick up or for delivery every Wednesday and Saturday. We have plans to move into our own restaurant building in the coming months. We are unique because there is no other restaurant that serves the meals that we do.

Our target demographic are Africans in the Fargo/Moorhead area looking for a taste of home as well as non-Africans who are curious about Nigerian Cuisine and are looking to try something new and different. Soon, we plan to add menu items that incorporate Nigerian and American cuisine without losing the authentic Nigerian taste of our meals.

Success Factors

Ade's Cuisine is uniquely qualified to succeed due to the following reasons:

- **Products:** Our Products are superior to our competitors because they are unique as no one else makes the kinds of meals that we do in the area. We have developed relationships with vendors that can get us ingredients that are as authentic as possible at reasonable prices. This makes our meals taste more like home.
- **Operational Systems:** We have developed systems that enable us to provide high quality products/services at a lower cost. These systems include purchasing products at wholesale prices from stores like Sysco and Lotus Blossom and Sam's Club as well as food vendors from Nigeria.
- **Intellectual Property (IP):** We have Intellectual Property that gives us an advantage over our competitors. This includes Nigerian meal recipes as well as customer service experiences that have been passed down 3 generations and counting from my mother and grandmother running their own food businesses.
- **Customers:** We are already serving key customers which our competitors are not. These customers include Native Nigerians, Africans and non-Africans looking for meals that are indigenous to and authentically Nigerian.
- **Successes achieved to date:** We have already accomplished the following which positions us for future success: We have been approved for a food license as well as the use of the Square One Rental kitchen. We have also been approved to sell our meals on the DoorDash and UberEats meal delivery

service. Additionally, GrubHub recently invited us to their platform due to multiple requests from their customers. We have also recently been featured in an article by InForum. We have also built a loyal customer base that seek out the foods we make no matter the location we're in. Lastly, we had a vendor booth at the Red River Market all summer which has given us more visibility and exposure.

II. COMPANY OVERVIEW

Below is a snapshot of Ade's Cuisine since its inception:

- Date of formation: 02-11-2021
- Business currently in operation on a smaller scale
- Legal Structure: Limited Liability Company
- Office Locations: Commercial rental kitchen called Square One located at 1407 First Ave N Fargo, ND
- Products and services were launched: Menu attached above
- Revenue around \$3000 monthly while only open two days a week and accepting a limited number of orders.
- Other key company milestones or events:
 - We received our food license from the Fargo Cass Public Health Department.
 - Have received positive responses and great reviews from customers
 - A feature article on InForum
 - Daily sales at red river market of at least \$1500. By the summer of 2022 we'll have enough staff to help with the market and keep the restaurant running.

TEAM MEMBERS

- Olaide Adebayo - Owner
 - Grill cook at college cafeteria for four years
- Comfort Adebayo - Head Chef
 - 25+ years running a food canteen in Lagos, Nigeria
 - Experience in food service and customer service
 - Years of developing recipes based on customer feedback and changes in demand.
- GUSTO - HR and Payroll service
- Ashley Louw - SBDC Advisor

TEAM GAPS

- 3-6 Kitchen Assistants

III. INDUSTRY ANALYSIS

Relevant Market Size

Our relevant market size is the annual revenue that our company could attain if we owned 100% market share.

Our relevant market size is calculated as follows:

- Number of customers who might be interested in purchasing our products and/or services each year? 700
- Amount these customers might be willing to spend, on an annual basis, on our products and/or services? \$2,000
- Our relevant market size: \$1,400,000

As the analysis shows, our relevant market is large enough for our company to enjoy considerable success.

IV. CUSTOMER ANALYSIS

Target Customers

Below is a profile of our target customers:

- Nigerians living in the Fargo/Moorhead, craving a taste of home without the hassle of sourcing for quality ingredients and making the food for themselves. Most of our customer base in this category are students in surrounding colleges and young adults/recent graduates who decided to stay in the area after school. We plan to not only serve meals that remind them of home but also create an atmosphere that does the same.
- Residents from other African countries, living in or visiting the Fargo/Moorhead area looking for a taste of home, authentic Nigerian meals that they can't get anywhere else in the area.
- Non-Africans that are curious and adventurous and are looking for quality meals that are unique. This includes friends/families of Nigerians who want to share in our culture through food, Fargo/Moorhead residents who just happen upon us and want to explore new things. This last group will have a chance to try out menu items in smaller quantities with our mini platters which will be a combination of our bestsellers.

Customer Needs

Below is a profile of the needs that our target customers have:

- **Quality**: We produce quality meals that takes your taste buds on a trip! Our ingredients are locally sourced when possible or gotten straight from Nigeria. All meals are made by us, and nothing is bought pre-made.
- **Location**: We'll be the first Nigerian Restaurant in the Fargo/Moorhead area. This is something new for people who have never tried Nigerian meals before and are looking for a different meal experience and it is something familiar for people missing the taste of authentic Nigerian Cuisine. Even with a change in location, we will still have our customer base because they're ordering delivery even though they're right next to us at the downtown location. We have a mixture of customers who want delivery or pickup and it doesn't necessarily correlate with how close we are to them; we are the destination and people are seeking us out because we have something they need and want.

- **Value**: We offer great value for our meals as they are usually one-of-a-kind. These kinds of meals have not been available in the area until now. We have customers who previously had to wait to have meals shipped in from families in other states.
- **Convenience**: Before now, it has been difficult to get access to Nigerian meals without taking the time to prepare it yourself. We offer our customers are taste of authentic Nigerian cuisine without all the work of preparation. Getting quality ingredients like you would back home is a major reason people are missing a taste of home, customers will not have to go through the hassle of sourcing out those items as it can get pricey to ship. We also have relationships with vendors that can get us ingredients that are as authentic as possible both in the US and in Nigeria.

V. COMPETITIVE ANALYSIS

The following restaurants are our potential competitors

- **Rugsan East African Cuisine**
 - East African Restaurant located in Fargo, ND
- **A&E Liberian Restaurant**
 - African Restaurant located in Fargo, ND
- **The Spice Grille**
- **Madina Cuisine**

Competitive Advantages

Ade's Cuisine is positioned to outperform competitors for the following reasons:

- **Products and/or Services**: Our Products and/or Services are superior to our competitors because: Although there is some overlap, cuisine in Africa differs from country to country and each culture has their version of the same meal. Our product is primarily Nigerian and so we would be able to cater to the need of people who have an affinity for the way our meals are prepared.
- **Experience**: Our Head Chef has decades of experience in running a food business and will bring that knowledge into this position.
- **Authentic ingredients**: We have relationships with vendors both in the US and Nigeria that provide us with the most authentic ingredients possible for that proper home feel/taste. All meals are made from scratch with no pre-made food items.

VI. MARKETING AND SALES PLAN

Our marketing plan, included below, details our products and/or services, pricing, promotions plans and distribution strategy.

Products, Services & Pricing



Main Dishes

*Comes with chicken and plantains.
Substitute chicken for beef/fish +\$2

- Jollof Rice \$20
- Fried Rice \$20
- White Rice and Stew \$18
- Ofada Sauce with Rice (includes assorted meat) \$22
- Honey Beans w/ Plantains \$18

Snacks and Sides

- Meat Pies (Beef, Chicken or Vegetarian filling) \$3 each
- Puff-Puff (fried dough balls) (6pc) \$5
- Sausage rolls \$2 each
- 6pc Oven Grilled Chicken Wings \$8
- Plantains \$5
- Gizdodo (chicken gizzards and plantains) \$10
- Peppered Ponmo \$18
- Peppered Snail \$18
- Asun (peppered goat meat) \$20

Soups

Comes with a wrap of eba, pondo yam, semo, amala, tuwo or oatmeal fufu and chicken. Substitute chicken for beef/fish +\$2

- Egusi Soup \$22
- Efo Riro (Stewed vegetable soup) \$22
- Ila Alasepo (Stewed Okra Soup) \$20
- Ogbono Soup \$18
- Plain Okra and Stew \$16
- Plain Ewedu and Stew \$16
- Gbegiri, Ewedu and Stew \$18

Drinks

- Zobo Drink - Hibiscus tea \$6
- Chapman Mocktail \$4
- Soda \$3
- Hot Chocolate \$6
- Hot Tea \$4

Promotions Plan

Ade's Cuisine will use the following tactics to attract new customers:

- Word of Mouth / Viral Marketing: Make sure our service is good enough for customers to recommend us to family and friends. This has been our number one source of marketing and will be amplified by the following:
 - Flyers: Place flyers in public areas where they can be seen by target customers.
 - Newsletters: Have customers sign up for our newsletters as they place orders on our website.
 - Newspaper/Magazine ads: Speak with local newspapers and online news forums on doing a piece about our new business. InForum recently did a feature on Ade's Cuisine
 - Online Marketing: Ads run on social media platforms like Facebook, Instagram, and Google.
 - Radio Ads/TV Ads/Infomercials: Reach radio listeners in the Fargo/Moorhead area

Distribution Plan

Customers can buy from us via the following methods :

- Retail location: Coming soon
- Company website: adescuisine.com
- Company Phone: 7012002015
- Other retailers and/or websites: DoorDash, UberEats, GrubHub

VII. OPERATIONS PLAN

Our Operations Plan details:

1. The key day-to-day processes that our business performs to serve our customers.
2. The key business milestones that our company expects to accomplish as we grow.

Key Operational Processes

Our hours of Operation will be as follows:

- Sunday - Closed
- Monday - Closed (Meal prep)
- Tuesday to Friday - 11am-8pm
- Saturday - 8am-2pm

Employees will be scheduled to come in two hours before opening to set tables, finalize food prep, last minute cleaning and anything else needed to serve customers.

The key day-to-day processes that our business performs to serve our customers are as follows:

- **Product Development:** Continue to adapt meals to suit the taste of our demographic. Develop menus that are a fusion of Nigerian and American Cuisine
- **Marketing:** Advertise on more platforms like radio stations and billboards.
- **Customer Service:** Ensure that even without a dine-in experience, customers have a great experience with ordering and meal pickup/delivery.
- **Food safety:** Follow state and public health rules to keep kitchen area clean and maintain healthy standards as we serve customers.
- **Meal delivery and pickup:** This will be through third party platforms like DoorDash, UberEats and GrubHub.

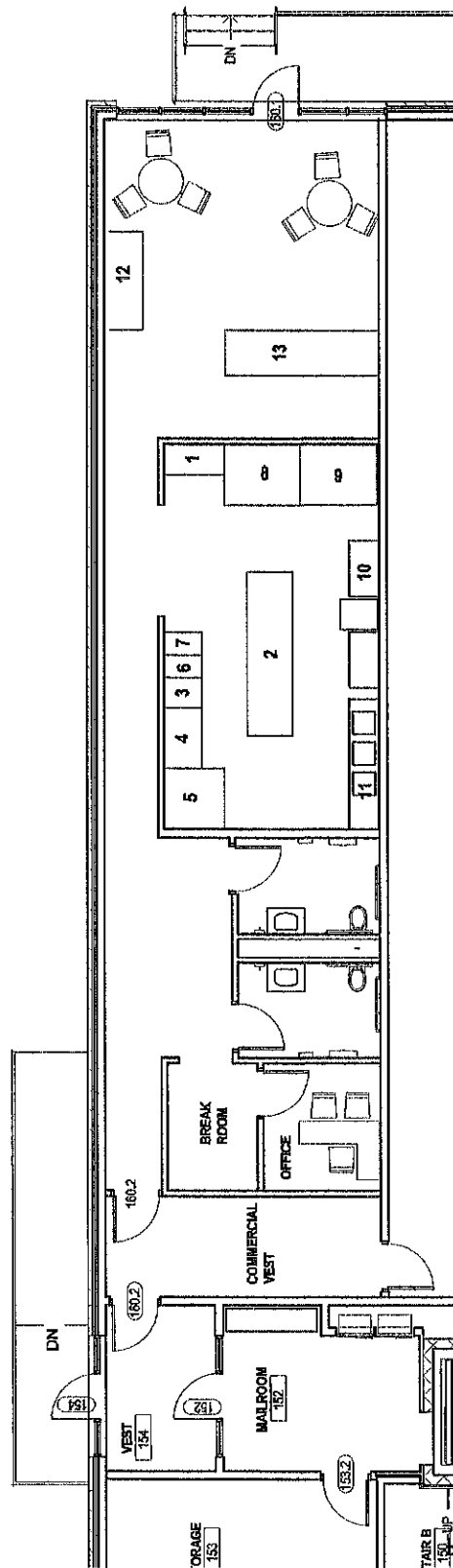
Milestones

The key business milestones that our company expects to accomplish as we grow include the following:

- Move from a commercial kitchen to lease our own building.
- Procure equipment necessary for operations to begin on this date.
- Hire 2-4 employees to assist in day-to-day operations.

- In 5 years, we want to be the hub of everything Nigerian to all residents of Fargo. Lagos, Nigeria is beautiful place with amazing people, culture and food and we would like to bring that experience here. This will be made possible by hosting food events, concerts, open mic nights etc.

CONTRACT STATUS		Project No. BUDGEI		Project Location	
date sent to owner back		date received		date received	
Contract		Contract		Contract	
Bid Package		Contract		Contract	
General Conditions		\$15,280.00		Building Permit, Garbage, Temp. Toilets, Builders Risk, Clearing, Utility, Misc.	
1	General Conditions				
2	Demolition				
3A	Concrete - Building	\$0.00		Vanilla Shell	
6B-1	Misc. Materials	1,000.00			
6B-2	Misc. Labor	1,000.00			
6D-1	Finish Carpentry	4,796.36			
6D-2	Finish Carpentry - Materials	4,169.75			
7B	Building Insulation	Incl. 9A			
7H	Caulking & Sealants	1,000.00			
8A	Hardware/Doors/Frames/Trim	4,300.00			
9A	Metal Stud Framing/Drywall	11,360.00		Vanilla Shell Deducted	
9C	Tile	2,457.92			
9D	Acoustical Ceilings	3,666.14		Vanilla Shell Deducted	
9E	Flooring	7,894.73		Vanilla Shell Deducted	
9F	Painting and Wall Coverings	5,103.00		Vanilla Shell Deducted	
10C	Specialties	2,000.00			
11B	Food Service Equipment	114,730.15			
12D-1	Countertops & Sills				
21	Fire Sprinkler System	3,200.00			
22	Plumbing	18,500.00			
23	HVAC	82,500.00			
26A	Electrical	16,300.00		Vanilla Shell Deducted	
Total Bid Packages		\$ 299,056.05	\$		
10.00%	Construction Management	29,906.00			
Total Construction Cost		\$ 328,964.05	\$		
LS	Architect/Engineering	1,363.38			
Reimbursable Expenses Allowance					
3.00%	Contingency	330,327.43	\$		
Furniture/Fixtures/Equipment		9,860.00			
		340,186.43			
TOTAL PROJECT COST		\$ 340,186.43	\$		
EPIC FR-Up Allowance		\$ 35,075.00	\$		
EPIC Incentive					
Grant Reimbursement		\$ 75,000.00	\$		
Tenant Cost		\$ 230,121.43	\$		



① The Firm 1st Floor Restaurant Plan
1/8" = 1'-0"

[illegible]

1st Floor Restaurant
The Firm
West Fargo, ND

1st Floor Restaurant

Project number

Date 4 August, 2021

Drawn by

Checked by

A002

Scale $1/8" = 1'-0"$



Budget Estimate

The Firm

1 St Floor Restaurant
West Fargo, ND

Ronald "Woody" Flaten

Design Consultant

foodservice concept design

office: (218) 779-4768

cell: (218) 779-4768

fax:

email: wflaten@fcdesign.com

Project:
The Firm
1 St Floor Restaurant
West Fargo , ND

Consultant:
foodservice concept design
Ronald Flaten
2700 Olson Drive
Grand Forks, ND 58201
(218) 779-4768

Designs Defining Foodservice Experiences

Item	Qty	Description	Budget	Budget Total
1	1 ea	WIRE SHELVING UNIT Super Erecta® Convenience Pak Shelving Unit, 48"W x 24"D x 74"H, (4) wire shelves with clips & (4) split posts with adjustable feet, chrome plated finish, KD, NSF	\$269.00	\$269.00
				
2	1 ea	WORK TABLE, 96", STAINLESS STEEL TOP Work Table, 96"W x 36"D, 16/300 stainless steel flat top, with Stallion Safety Edge front & back, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD	\$1,479.47	\$1,479.47
				
	1 st	Casters, 5", heavy duty, locking, for 1-5/8" diameter legs (set of 6)		
3	1 ea	GRIDDLE, GAS, COUNTERTOP Star-Max® Heavy Duty Griddle, gas, countertop, 48" W x 21" D cooking surface, 1" thick steel griddle plate, electronic snap-action thermostat every 12", heavy duty knobs, wrap-around stainless steel splash guard, grease trough & stainless steel drawer, welded steel frame with stainless steel front, 4" legs, 113,200 BTU, cULus, UL EPH Classified, Made in USA, (ships Natural gas includes LP conversion kit)	\$5,580.13	\$5,580.13
				
	1 ea	Ultra-Max® 48" Stand, with casters, stainless steel construction, rated for 800 lbs. [427kg]		
	1 kt	Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, (1) Snap'N Go, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty		
4	1 ea	RANGE, 36", 6 OPEN BURNERS Endurance™ Restaurant Range, natural gas, 36", (6) 30,000 BTU burners, lift-off burner heads, standard oven, stainless steel front, sides, backriser, & lift-off high shelf, fully MIG welded chassis, 6" adjustable legs, 215,000 BTU, CSA, NSF	\$4,753.11	\$4,753.11
				
	1 st	Casters, 5" (set of 4) (2 with locks)		
	1 kt	Dormont Blue Hose™ Moveable Gas Connector Kit, 1" inside dia., 48"		

Item	Qty	Description	Budget	Budget Total
		long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (2) Swivel MAX®, (1) full port valve, coiled restraining cable with hardware, 295,000 BTU/hr minimum flow capacity, limited lifetime warranty		
5	1 ea	COMBI OVEN, GAS  Combi Oven/Steamer, natural gas, boilerless, (7) 18" x 26" full size sheet or (14) 12" x 20" full size hotel pan capacity, (3) knobs with LED displays for temperature, timer & humidity, auto-adjustment of humidity with temperature selection, auto-reversing fan with electronic braking system, cool to touch glass door, flashing door light & audible alert, (4) Grab n Go wire racks, stainless steel interior & exterior, 80,000 BTU, 120v/60/1-ph, engineered & assembled in USA, UL EPH Classified, cULus 1 ea Filtration System 1 ea Single Hollow Carbon Filter System, with 30,000 gallon capacity, for chlorine & chloramine reduction, sediment, bad tastes & odors, total organic compounds, tannins & trihalomethanes, ANSI/NSF 42 & 53 1 ea NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required. 1 ea Stand, open frame, stainless steel, with adjustable feet, includes: spray hose & drip tray 1 ea Spray Hose Kit, Provided with ABC Stand or ABC Stacking Kits - includes spray handle, 8 ft. stainless steel braided hose & mounting hardware 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, (1) Snap'N Go, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	\$17,871.13	\$17,871.13
6	1 ea	GAS FLOOR FRYER  Fryer, Natural gas, floor model, 15-1/2" W, single tank, 35-40 lb. oil capacity, millivolt thermostat control with hi-limit shut-off, built-in flue deflector, includes: twin fry baskets, drain extension & nickel plated tube rack, stainless steel fry tank & front, galvanized sides & back, (4) nickel-plated adjustable legs, 70,000 BTU, NSF, CSA Star, CSA Flame, Energy Star® 1 st Set of 4 adjustable casters, 6" overall height, plate mount, (2) with brakes 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue	\$1,952.13	\$1,952.13

Item	Qty	Description	Budget	Budget Total
		antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, (1) Snap'N Go, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty		
7	1 ea	CONVECTION STEAMER, COUNTERTOP  Steamcraft® Ultra 3 Convection Steamer, electric, countertop, 1 compartment, (3) 12 x 20 x 2-1/2" pans per compartment capacity, 60-minute mechanical timer & manual (continuous steaming) bypass switch, left-hand hinged door, controls on right, automatic boiler blowdown, steam shut-off switch, stainless steel construction, 8 kW 1 ea Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) (contact Cleveland Sales Representative for details) 1 ea (VOS1) 208v/60/3-ph, 23.6 amps, 3-wire, standard 1 ea (P/N 111721) Equipment Stand, 34" H, stainless steel 1 ea Pan Rack Kit for Unistands	\$9,176.00	\$9,176.00
8	1 ea	WALK IN FREEZER, MODULAR, SELF-CONTAINED  Kold Locker™, Indoor -10°F Freezer, 6' x 6' x 7'-7" H, with floor, 26 gauge embossed coated steel interior & exterior finish, self-closing door, locking deadbolt handle, CPF100JC-S-4-EV Capsule-Pak™ ceiling mount, 1 HP, 208-230v/60/1-ph 1 ea 5 year compressor warranty (net) 1 ea Standard 26" door width 1 ea Door hinge to be specified later 1 ea Exterior Kick Plate, 26" wide x 30" high, stainless steel , installed (allow five days for shipping) 1 ea Interior Kick Plate, 26" wide x 30" high, stainless steel, installed (allow five days for shipping) 1 ea Shelving Package 1 ea Freight Region: Central (NET) 1 ea Freight Destination - (ND) North Dakota 1 ea Lift gate not applicable for panels. Panels to be hand off-loaded or forklift off-loaded (NET)	\$10,181.37	\$10,181.37
9	1 ea	WALK IN COOLER, MODULAR, SELF-CONTAINED  Kold Locker™, Indoor +35°F Cooler, 6' x 6' x 7'-7" H, with floor, 26 gauge embossed coated steel interior & exterior finish, self-closing door, locking deadbolt handle, CPB075JC-S-4-EV Capsule-Pak™ ceiling mount, 3/4 HP, 208-230v/60/1-ph 1 ea 5 year compressor warranty (net) 1 ea Standard 26" door width 1 ea Door hinge to be specified later	\$9,341.06	\$9,341.06

Item	Qty	Description	Budget	Budget Total
	1 ea	Exterior Kick Plate, 26" wide x 30" high, stainless steel , installed (allow five days for shipping)		
	1 ea	Interior Kick Plate, 26" wide x 30" high, stainless steel, installed (allow five days for shipping)		
	2 ea	Trim Strip, 3" x 3" x 8'-7" angle, galvanized, for walk-in		
	1 ea	Freight Region: Central (NET)		
	1 ea	Freight Destination - (ND) North Dakota		
	1 ea	Lift gate not applicable for panels. Panels to be hand off-loaded or forklift off-loaded (NET)		
	1 ea	Shelving Package		
10	1 ea	DISHWASHER, DOOR TYPE  Dishwasher, door type, 25-1/2"W x 25"D x 60"H, high temperature sanitizing, (60) racks/hour, external Poly Pro™ scrap accumulator, electric tank heat, auto fill, stainless steel construction, includes (1) open & (1) peg rack, 1 HP wash pump, NSF, cULus, ENERGY STAR®	\$8,818.00	\$8,818.00
	1 ea	Booster Heater (factory installed)		
	1 ea	208v/60/3-ph, 49.0 amps, standard		
	1 ea	Straight configuration		
	1 ea	Splash Prevention Panel		
	1 ea	Drain water tempering valve kit 1/2", fits models CMA-180-VL upright (factory installed only)		
10A	1 ea	SOILED DISHTABLE  Pro-Bowl Soiled Dishtable, straight design, 60"W x 30"D x 44"H overall size, left-to-right operation, (1) 20"W x 20" front-to-back x 8" deep pre-rinse sink bowl, 10"H boxed backsplash with 45° top & 2" return, (1) set of splash mount faucet holes with 8" centers, 2-1/4"H rolled edge, 16/300 stainless steel top, galvanized legs, bracing, & adjustable bullet feet, NSF	\$991.43	\$991.43
10B	1 ea	PRE-RINSE W/ FAUCET  EasyInstall Pre-Rinse Unit, 8" wall mount, add on faucet 12" swivel nozzle, Cerama cartridges with check valves, lever handles, 18" riser, 44" flexible stainless steel hose, 1.07 GPM, accessory fitting, wall bracket, low lead, NSF (B-0230-K)	\$472.79	\$472.79
10C	1 ea	CLEAN DISHTABLE  Pro-Bowl Clean Dishtable, straight design, 60"W x 30"D x 44"H overall size, left-to-right operation, 10"H boxed backsplash with 45° & 2" return, 2-1/4"H rolled edge, 16/300 stainless steel top, stainless steel legs, bracing, & adjustable bullet feet, NSF	\$758.07	\$758.07
11	1 ea	THREE (3) COMPARTMENT SINK	\$2,334.00	\$2,334.00

Item	Qty	Description	Budget	Budget Total
		Pro-Bowl Sink, 3-compartment, 87-1/4"W x 23-1/2"D x 44-1/16"H overall size, (3) 16"W x 18" front-to-back x 12" deep compartments, (2) 18" left & right drainboards, 10"H boxed backsplash with 45° top and 2" return, (1) set of splash mount faucet holes with 8" centers, 3-1/2" die-stamped drain opening, 16/300 stainless steel construction, stainless steel legs, adjustable front & side bracing, & adjustable bullet feet, NSF, CSA-Sanitation		
	1 ea	Sink Mixing Faucet, wall mounted, 8" centers on sink faucet with 1/2" IPS eccentric flanged female inlets, lever handles		
	1 ea	Nozzle, swivel, 18" long, double joint, stream regulator outlet, low-lead, chrome-plated brass, NSF (deduct cost of standard nozzle)		
	1 kt	Installation Kit, (2) 1/2" NPT nipples, lock nuts & washers, (2) short "Ell" 1/2" NPT female x male		
	3 ea	Waste Valve, twist handle, 3-1/2" sink opening, 2" drain outlet with 1-1/2" adapter & overflow assembly (replaces B-3916-01)		
12	1 ea	REFRIGERATED MERCHANDISER	\$5,353.00	\$5,353.00
		 Refrigerated Merchandiser, two-section, True standard look version 01, (8) shelves, (2) double pane thermal insulated glass hinged doors, LED interior lights, powder coated steel exterior, white interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 8.5 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®		
	1 st	Castors, 2-1/2", set of 4		
	1 ea	Self-contained refrigeration standard		
	1 ea	Left door hinged left, right door hinged right standard		
	1 ea	Exterior: Black powder coated steel, standard		
	1 ea	Interior: Black aluminum with black shelving, for 2 section units		
	1 ea	Illuminated sign decal: S-TS-01 "TRUE Stripe" graphic, standard		
	1 ea	NOTE: Commonly stocked model in black exterior, and white exterior; verify availability with factory		
	1 ea	NOTE: Effective 7/1/21, all True pricing is tentative based on final production dates of units ordered. Any units ordered that have to be produced after November 1, 2021 will be subject to the new November 1, 2021 List Prices (+7%). True will confirm price at time of order. For more information, please contact your True representative		
13	1 ea	TBD	\$3,616.00	\$3,616.00
		Front Counter to be determined		
14	1 ea	HAND SINK W/ ACCESSORIES	\$238.00	\$238.00
		 Pro-Bowl Hand Sink, wall mount, 14"W x 10" front-to-back x 5" deep bowl, splash mount faucet holes with 4" centers, 1-7/8" drain opening with basket drain, includes mounting bracket, all stainless steel construction, NSF, CSA-Sanitation (faucet NOT included) (Available in Effingham and Nevada)		



Item	Qty	Description	Budget	Budget Total
	1 ea	Workboard Faucet, wall mount, 4" centers, 4-3/8" swivel gooseneck nozzle (includes lock washer to convert to rigid), 2.2 GPM aerator, quarter-turn Cerama cartridges with check valves, lever handles with color-coded indexes, 1/2" NPT male inlets, ADA Compliant		
15	1 ea	CONDENSATE HOOD Commercial Condensate Ventilation System Not part of the 11-4000 Contract		<NIC>
15A	1 ea	CONDENSATE VENTILATION SYSTEM Commercial Condensate Ventilation System Not part of the 11-4000 Contract		<NIC>
16	1 ea	KITCHEN EXHAUST HOOD Commercial Ventilation System Not part of the 11-4000 Contract		<NIC>
16A	1 ea	EXHAUST FANS & VENTILATION SYSTEM Commercial Ventilation System Not part of the 11-4000 Contract		<NIC>
16B	1 ea	MAKE-UP AIR SYSTEM Commercial Ventilation System Not part of the 11-4000 Contract		<NIC>
17	1 ea	FIRE SUPPRESSION SYSTEM Commercial Fire Suppression System Not part of the 11-4000 Contract		<NIC>
			Merchandise	\$83,184.69
			Freight	\$3,545.46
			Total	\$86,730.15



Ade's Cuisine
Financial Projections

6/24/2021

Olaide Adebayo
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Prepared by:

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The North Dakota Small Business Development Center has prepared these financial statements from information communicated by the client. ND SBDC is not licensed by the State of North Dakota to practice Public Accounting and therefore give no opinion or assurance of the content of the statements.

Sources & Uses of Funds Statement

Sources of Funds: (where you will get the money to fund your project)

Equity (money or assets owners/investors will provide)

Cash Injection	\$8,000	
SBA 504 Required Cash Injection	\$0	
Other Equity	\$0	
Other Equity	\$0	
Other Equity	\$0	
Total Equity Contribution	\$8,000	4%

Debt (borrowed money)

Existing Loans	\$0	
New Loans	\$176,023	
504 Loan Proceeds	\$0	
Line of Credit Drawn	\$0	(\$ _____ Limit)
Other Debt	\$0	
Accrued Expenses	\$0	
Taxes Payable	\$0	
Accounts Payable	\$0	
Total Debt Contribution	\$176,023	96%

Total Sources of Funds \$184,023

Uses of Funds: (what you'll use the above funds for)

Fixed Assets:

Land	\$0
Buildings	\$0
Renovations	\$85,332
Equipment & Machinery	\$86,730
Furniture & Fixtures	\$0
Other Fixed Assets	\$0
Other Fixed Assets	\$0
Other Fixed Assets	\$0
Intangible Assets	\$0
Organizational Expense	\$0
Loan Fees	\$3,961

Total Long Term Assets \$176,023

Inventory	\$0
Accounts Receivable	\$0
Prepaid Expenses	\$0
Working Capital (Cash)	\$8,000
Other Current Assets	\$0
Other Current Assets	\$0
Other Current Assets	\$0

Total Uses of Funds \$184,023

Number of Years Revenue Projection: 3

Method of Projecting Revenues: 3

0 = Simple Hard Entry (Can Enter Directly on Inc Pages)

1 = Sales refer to previous month

2 = Sales apply Start-Up Curve & Seasonality Annual Sales Goal: \$0 Months Growth to Achieve Goal: 12

3 = Annual Increase over same month, previous Year 5% Year 2 Increase 10% Year 3 Increase 0% Year 4 Increase 0% Year 5 Increase

4 = Monthly Increase % 0% Monthly Increase

Year 1		Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	TOTALS	
Food Sales		\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$480,000	
Catering		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000	
Red River Market		\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$40,800	
African Groceries		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000	
Ticketed Events		\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000	
		\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$568,800	

Year 2		Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	TOTALS	
Food Sales		\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$504,000	
Catering		\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$31,500	
Red River Market		\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$42,840	
African Groceries		\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$12,600	
Ticketed Events		\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$6,300	
		\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$597,240	

Year 3		Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	TOTALS	
Food Sales		\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$554,400	
Catering		\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$34,650	
Red River Market		\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$47,124	
African Groceries		\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$13,860	
Ticketed Events		\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$6,930	
		\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$656,964	

Year 1	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	TOTALS	
REVENUE	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$568,800	100.0%
COST OF GOODS SOLD	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$120,000	21.1%
GROSS PROFIT	\$37,400	\$37,400	\$37,400	\$37,400	\$37,400	\$37,400	\$37,400	\$37,400	\$37,400	\$37,400	\$37,400	\$37,400	\$448,800	78.9%
EXPENSES:														
Owner's Salary	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000	4.2%
Owner Payroll Taxes 15.30%	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$3,672	0.6%
Fixed Employee Wages	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$31,200	5.5%
Fixed Payroll Taxes 10.35%	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$3,229	0.6%
Maintenance	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$9,288	1.6%
Ad/Promotion	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$3,616	0.6%
Rent	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$24,420	4.3%
Telephone	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$720	0.1%
Insurance	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600	0.1%
Direct Expenses	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000	10.5%
Shopify	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$420	0.1%
Other	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$3,073	0.5%
Office & Kitchen Supplies	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000	8.4%
Credit Card Fees 3.0%	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$17,064	3.0%
Delivery Fee 15.0%	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$85,320	15.0%
Int - Loan 1	\$807	\$795	\$783	\$771	\$760	\$748	\$736	\$724	\$712	\$699	\$687	\$675	\$8,896	1.6%
Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Amortization	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$792	0.1%
TOTAL EXPENSES	\$27,091	\$27,080	\$27,068	\$27,056	\$27,044	\$27,032	\$27,020	\$27,008	\$26,996	\$26,984	\$26,972	\$26,959	\$324,310	57.0%
NET PROFIT BEFORE TAX	\$10,309	\$10,320	\$10,332	\$10,344	\$10,356	\$10,368	\$10,380	\$10,392	\$10,404	\$10,416	\$10,428	\$10,441	\$124,490	21.9%
INCOME TAX 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NET INCOME	\$10,309	\$10,320	\$10,332	\$10,344	\$10,356	\$10,368	\$10,380	\$10,392	\$10,404	\$10,416	\$10,428	\$10,441	\$124,490	21.9%

PROFIT CENTERS														
Food Sales	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$480,000	84%
Catering	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000	5%
Red River Market	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$40,800	7%
African Groceries	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000	2%
Ticketed Events	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000	1%
TOTAL	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$568,800	100%
COGS														
Food Sales 25.0%	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$120,000	100%
Catering 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Red River Market 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
African Groceries 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Ticketed Events 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
TOTAL	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$120,000	100%

Client Name:		Olaide Adebayo Pro Forma Cash Flow 6/24/2021												The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client. We are not licensed by the state of North Dakota to practice Public Accounting and can therefore give no opinion or assurance on the statements.	
FINANCIAL STATEMENT:															
Date Prepared															
BUDGET MONTH	Year 1	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	TOTAL	
CASH INFLOW															
Cash Sales		\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$568,800	
Collection from Credit		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Draw/(Repay) LOC		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Notes Injected / (Repaid)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Loan Injection (Net of Fees)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Equity Injection		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL CASH RECEIVED		\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$47,400	\$568,800	
CASH PAID OUT															
Cost of Goods Sold		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$120,000	
Owner's Salary		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000	
Owner Payroll Taxes		\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$3,672	
Fixed Employee Wages		\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$31,200	
Fixed Payroll Taxes		\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$269	\$3,229	
Maintenance		\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$774	\$9,288	
Ad/Promotion		\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$301	\$3,616	
Rent		\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$24,420	
Telephone		\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$720	
Insurance		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600	
Direct Expenses		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000	
Shopify		\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$420	
Other		\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$3,073	
Office & Kitchen Supplies		\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000	
Credit Card Fees		\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$1,422	\$17,064	
Delivery Fee		\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$7,110	\$85,320	
Int - Loan 1		\$807	\$795	\$783	\$771	\$760	\$748	\$736	\$724	\$712	\$699	\$687	\$675	\$8,896	
Depreciation		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Amortization		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal		\$37,025	\$37,014	\$37,002	\$36,990	\$36,978	\$36,966	\$36,954	\$36,942	\$36,930	\$36,918	\$36,906	\$36,893	\$443,518	
Princ. Pmt - Loan 1		\$2,555	\$2,567	\$2,579	\$2,591	\$2,603	\$2,615	\$2,627	\$2,639	\$2,651	\$2,663	\$2,675	\$2,687	\$31,451	
Income Taxes		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Owner's Withdrawal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL CASH PAID		\$39,581	\$39,581	\$39,581	\$39,581	\$39,581	\$39,581	\$39,581	\$39,581	\$39,581	\$39,581	\$39,581	\$39,581	\$474,969	
CHANGE IN CASH		\$7,819	\$7,819	\$7,819	\$7,819	\$7,819	\$7,819	\$7,819	\$7,819	\$7,819	\$7,819	\$7,819	\$7,819	\$93,831	
Beginning Balance		\$8,000	\$15,819	\$23,639	\$31,458	\$39,277	\$47,096	\$54,916	\$62,735	\$70,554	\$78,373	\$86,193	\$94,012		
Ending Balance		\$15,819	\$23,639	\$31,458	\$39,277	\$47,096	\$54,916	\$62,735	\$70,554	\$78,373	\$86,193	\$94,012	\$101,831		

Client Name:		Olaide Adebayo				The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client.							
FINANCIAL STATEMENT:		Pro Forma Balance Sheets				We are not licensed by the state of North Dakota to practice Public Accounting and can therefore give no opinion or assurance on the statements.							
Date Prepared		6/24/2021											
Year 1	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
Cash	\$8,000	\$15,819	\$23,639	\$31,458	\$39,277	\$47,096	\$54,916	\$62,735	\$70,554	\$78,373	\$86,193	\$94,012	\$101,831
Current Assets	\$8,000	\$15,819	\$23,639	\$31,458	\$39,277	\$47,096	\$54,916	\$62,735	\$70,554	\$78,373	\$86,193	\$94,012	\$101,831
Net Fixed Assets	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062
Net Intangibles	\$3,961	\$3,894	\$3,828	\$3,762	\$3,696	\$3,630	\$3,564	\$3,498	\$3,432	\$3,366	\$3,300	\$3,234	\$3,168
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ASSETS	\$184,023	\$191,776	\$199,529	\$207,282	\$215,035	\$222,789	\$230,542	\$238,295	\$246,048	\$253,802	\$261,555	\$269,308	\$277,061
CPLTD-Loan 1	\$31,451	\$31,595	\$31,739	\$31,885	\$32,031	\$32,178	\$32,325	\$32,474	\$32,622	\$32,772	\$32,922	\$33,073	\$33,225
Current Liabilities	\$31,451	\$31,595	\$31,739	\$31,885	\$32,031	\$32,178	\$32,325	\$32,474	\$32,622	\$32,772	\$32,922	\$33,073	\$33,225
Long-Term Loan 1	\$144,572	\$141,872	\$139,160	\$136,436	\$133,699	\$130,950	\$128,188	\$125,413	\$122,625	\$119,825	\$117,012	\$114,186	\$111,347
Subordinated Officer Debt	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Liabilities	\$176,023	\$173,467	\$170,900	\$168,321	\$165,730	\$163,128	\$160,513	\$157,886	\$155,248	\$152,597	\$149,934	\$147,259	\$144,572
Common Stock	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Retained Earnings	\$0	\$10,309	\$20,629	\$30,961	\$41,305	\$51,661	\$62,029	\$72,409	\$82,801	\$93,205	\$103,621	\$114,049	\$124,490
Total Owner's Equity	\$8,000	\$18,309	\$28,629	\$38,961	\$49,305	\$59,661	\$70,029	\$80,409	\$90,801	\$101,205	\$111,621	\$122,049	\$132,490
TOT LIA & NET WORTH	\$184,023	\$191,776	\$199,529	\$207,282	\$215,035	\$222,789	\$230,542	\$238,295	\$246,048	\$253,802	\$261,555	\$269,308	\$277,061
CHECK	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Client Name: FINANCIAL STATEMENT: Date Prepared	Olaide Adebayo Pro Forma Income Statement 6/24/2021													The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client. We are not licensed by the state of North Dakota to practice Public Accounting and can therefore give no opinion or assurance on the statements.	
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Year 2	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	TOTALS	
REVENUE	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$597,240	100.0%
COST OF GOODS SOLD	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$126,000	21.1%
GROSS PROFIT	\$39,270	\$39,270	\$39,270	\$39,270	\$39,270	\$39,270	\$39,270	\$39,270	\$39,270	\$39,270	\$39,270	\$39,270	\$471,240	78.9%
EXPENSES:	2.0% Expense Growth													
Owner's Salary	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$24,480	4.1%
Owner Payroll Taxes 15.30%	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$3,745	0.6%
Fixed Employee Wages	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$31,824	5.3%
Fixed Payroll Taxes 10.35%	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$3,294	0.6%
Maintenance	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$9,474	1.6%
Ad/Promotion	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$3,688	0.6%
Rent	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$24,908	4.2%
Telephone	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$734	0.1%
Insurance	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$612	0.1%
Direct Expenses	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$61,200	10.2%
Shopify	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$428	0.1%
Other	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$3,134	0.5%
Office & Kitchen Supplies	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$48,960	8.2%
Credit Card Fees 3.0%	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$17,917	3.0%
Delivery Fee 15.0%	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$89,586	15.0%
Int - Loan 1	\$663	\$650	\$638	\$625	\$613	\$600	\$588	\$575	\$562	\$549	\$536	\$523	\$7,122	1.2%
Amortization	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$792	0.1%
TOTAL EXPENSES	\$27,727	\$27,715	\$27,703	\$27,690	\$27,678	\$27,665	\$27,652	\$27,640	\$27,627	\$27,614	\$27,601	\$27,588	\$331,900	55.6%
NET PROFIT BEFORE TAX	\$11,543	\$11,555	\$11,567	\$11,580	\$11,592	\$11,605	\$11,618	\$11,630	\$11,643	\$11,656	\$11,669	\$11,682	\$139,340	23.3%
INCOME TAX 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NET INCOME	\$11,543	\$11,555	\$11,567	\$11,580	\$11,592	\$11,605	\$11,618	\$11,630	\$11,643	\$11,656	\$11,669	\$11,682	\$139,340	23.3%

PROFIT CENTERS														
Food Sales	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$504,000	84%
Catering	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$31,500	5%
Red River Market	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$3,570	\$42,840	7%
African Groceries	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$12,600	2%
Ticketed Events	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$6,300	1%
TOTAL	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$597,240	100%
COGS														
Food Sales 25.0%	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$126,000	100%
Catering 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Red River Market 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
African Groceries 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Ticketed Events 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
TOTAL	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$126,000	100%

Client Name:		Olaide Adebayo Pro Forma Cash Flow 6/24/2021												The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client. We are not licensed by the state of North Dakota to practice Public Accounting and can therefore give no opinion or assurance on the statements.	
FINANCIAL STATEMENT:															
Date Prepared															
BUDGET MONTH	Year 2	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	TOTAL	
CASH INFLOW															
Cash Sales		\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$597,240	
TOTAL CASH RECEIVED		\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$49,770	\$597,240	
CASH PAID OUT															
Cost of Goods Sold		\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$126,000	
Owner's Salary		\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$24,480	
Owner Payroll Taxes		\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$3,745	
Fixed Employee Wages		\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$31,824	
Fixed Payroll Taxes		\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$274	\$3,294	
Maintenance		\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$789	\$9,474	
Ad/Promotion		\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$307	\$3,688	
Rent		\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$2,076	\$24,908	
Telephone		\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$734	
Insurance		\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$612	
Direct Expenses		\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$61,200	
Shopify		\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$428	
Other		\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$261	\$3,134	
Office & Kitchen Supplies		\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$4,080	\$48,960	
Credit Card Fees		\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$17,917	
Delivery Fee		\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$7,466	\$89,586	
Int - Loan 1		\$663	\$650	\$638	\$625	\$613	\$600	\$588	\$575	\$562	\$549	\$536	\$523	\$7,122	
Subtotal		\$38,161	\$38,149	\$38,137	\$38,124	\$38,112	\$38,099	\$38,086	\$38,074	\$38,061	\$38,048	\$38,035	\$38,022	\$457,108	
Princ. Pmt - Loan 1		\$2,700	\$2,712	\$2,724	\$2,737	\$2,749	\$2,762	\$2,775	\$2,787	\$2,800	\$2,813	\$2,826	\$2,839	\$33,225	
TOTAL CASH PAID		\$40,861	\$40,861	\$40,861	\$40,861	\$40,861	\$40,861	\$40,861	\$40,861	\$40,861	\$40,861	\$40,861	\$40,861	\$490,333	
CHANGE IN CASH		\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$106,907	
Beginning Balance		\$101,831	\$110,740	\$119,649	\$128,558	\$137,467	\$146,376	\$155,285	\$164,194	\$173,102	\$182,011	\$190,920	\$199,829		
Ending Balance		\$110,740	\$119,649	\$128,558	\$137,467	\$146,376	\$155,285	\$164,194	\$173,102	\$182,011	\$190,920	\$199,829	\$208,738		

Client Name: FINANCIAL STATEMENT: Date Prepared	Olaide Adebayo Pro Forma Balance Sheets 6/24/2021			The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client. We are not licensed by the state of North Dakota to practice Public Accounting and can therefore give no opinion or assurance on the statements.									
Year 2	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	
Cash	\$110,740	\$119,649	\$128,558	\$137,467	\$146,376	\$155,285	\$164,194	\$173,102	\$182,011	\$190,920	\$199,829	\$208,738	
Current Assets	\$110,740	\$119,649	\$128,558	\$137,467	\$146,376	\$155,285	\$164,194	\$173,102	\$182,011	\$190,920	\$199,829	\$208,738	
Net Fixed Assets	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	
Net Intangibles	\$3,102	\$3,036	\$2,970	\$2,904	\$2,838	\$2,772	\$2,706	\$2,640	\$2,574	\$2,508	\$2,442	\$2,376	
TOTAL ASSETS	\$285,904	\$294,747	\$303,590	\$312,433	\$321,276	\$330,119	\$338,962	\$347,805	\$356,648	\$365,491	\$374,334	\$383,176	
CPLTD-Loan 1	\$33,377	\$33,530	\$33,684	\$33,838	\$33,993	\$34,149	\$34,305	\$34,463	\$34,621	\$34,779	\$34,939	\$35,099	
Current Liabilities	\$33,377	\$33,530	\$33,684	\$33,838	\$33,993	\$34,149	\$34,305	\$34,463	\$34,621	\$34,779	\$34,939	\$35,099	
Long-Term Loan 1	\$108,495	\$105,631	\$102,752	\$99,861	\$96,957	\$94,039	\$91,108	\$88,163	\$85,205	\$82,233	\$79,248	\$76,249	
Total Liabilities	\$141,872	\$139,160	\$136,436	\$133,699	\$130,950	\$128,188	\$125,413	\$122,625	\$119,825	\$117,012	\$114,186	\$111,347	
Common Stock	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	
Retained Earnings	\$136,032	\$147,587	\$159,154	\$170,734	\$182,326	\$193,931	\$205,549	\$217,179	\$228,823	\$240,478	\$252,147	\$263,829	
Total Owner's Equity	\$144,032	\$155,587	\$167,154	\$178,734	\$190,326	\$201,931	\$213,549	\$225,179	\$236,823	\$248,478	\$260,147	\$271,829	
TOT LIA & NET WORTH	\$285,904	\$294,747	\$303,590	\$312,433	\$321,276	\$330,119	\$338,962	\$347,805	\$356,648	\$365,491	\$374,334	\$383,176	
CHECK	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Client Name:	Olaide Adebayo	The North Dakota Small Business Development Center has prepared
FINANCIAL STATEMENT:	Pro Forma Income Statement	these financial projections from information communicated by the Client.
Date Prepared	6/24/2021	We are not licensed by the state of North Dakota to practice Public Accounting and can therefore give no opinion or assurance on the statements.

Year 3	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	TOTALS	
REVENUE	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$656,964	100.0%
COST OF GOODS SOLD	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$138,600	21.1%
GROSS PROFIT	\$43,197	\$43,197	\$43,197	\$43,197	\$43,197	\$43,197	\$43,197	\$43,197	\$43,197	\$43,197	\$43,197	\$43,197	\$518,364	78.9%
EXPENSES:	2.0% Expense Growth													
Owner's Salary	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$24,970	3.8%
Owner Payroll Taxes 15.30%	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$3,820	0.6%
Fixed Employee Wages	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$32,460	4.9%
Fixed Payroll Taxes 10.35%	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$3,360	0.5%
Maintenance	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$9,663	1.5%
Ad/Promotion	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$3,762	0.6%
Rent	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$25,407	3.9%
Telephone	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$749	0.1%
Insurance	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$624	0.1%
Direct Expenses	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$62,424	9.5%
Shopify	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$437	0.1%
Other	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$3,197	0.5%
Office & Kitchen Supplies	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$49,939	7.6%
Credit Card Fees 3.0%	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$19,709	3.0%
Delivery Fee 15.0%	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$98,545	15.0%
Int - Loan 1	\$510	\$497	\$484	\$471	\$458	\$444	\$431	\$418	\$404	\$391	\$377	\$363	\$5,248	0.8%
Amortization	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$66	\$792	0.1%
TOTAL EXPENSES	\$28,832	\$28,819	\$28,806	\$28,792	\$28,779	\$28,766	\$28,753	\$28,739	\$28,726	\$28,712	\$28,698	\$28,685	\$345,106	52.5%
NET PROFIT BEFORE TAX	\$14,365	\$14,378	\$14,391	\$14,405	\$14,418	\$14,431	\$14,444	\$14,458	\$14,471	\$14,485	\$14,499	\$14,512	\$173,258	26.4%
INCOME TAX 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NET INCOME	\$14,365	\$14,378	\$14,391	\$14,405	\$14,418	\$14,431	\$14,444	\$14,458	\$14,471	\$14,485	\$14,499	\$14,512	\$173,258	26.4%

PROFIT CENTERS														
Food Sales	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$554,400	84%
Catering	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$2,888	\$34,650	5%
Red River Market	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	\$47,124	7%
African Groceries	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$13,860	2%
Ticketed Events	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$6,930	1%
TOTAL	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$656,964	100%
COGS														
Food Sales 25.0%	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$138,600	100%
Catering 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Red River Market 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
African Groceries 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Ticketed Events 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
TOTAL	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$138,600	100%

Client Name:		Olaide Adebayo Pro Forma Cash Flow 6/24/2021												The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client. We are not licensed by the state of North Dakota to practice Public Accounting and can therefore give no opinion or assurance on the statements.	
FINANCIAL STATEMENT:															
Date Prepared															
BUDGET MONTH	Year 3	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Totals	
CASH INFLOW															
Cash Sales		\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$656,964	
TOTAL CASH RECEIVED		\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$54,747	\$656,964	
CASH PAID OUT															
Cost of Goods Sold		\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$138,600	
Owner's Salary		\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$24,970	
Owner Payroll Taxes		\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$318	\$3,820	
Fixed Employee Wages		\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$2,705	\$32,460	
Fixed Payroll Taxes		\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$3,360	
Maintenance		\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$9,663	
Ad/Promotion		\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$314	\$3,762	
Rent		\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$2,117	\$25,407	
Telephone		\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$749	
Insurance		\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$624	
Direct Expenses		\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$5,202	\$62,424	
Shopify		\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$437	
Other		\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$266	\$3,197	
Office & Kitchen Supplies		\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$4,162	\$49,939	
Credit Card Fees		\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$19,709	
Delivery Fee		\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$8,212	\$98,545	
Int - Loan 1		\$510	\$497	\$484	\$471	\$458	\$444	\$431	\$418	\$404	\$391	\$377	\$363	\$5,248	
Subtotal		\$40,316	\$40,303	\$40,290	\$40,276	\$40,263	\$40,250	\$40,237	\$40,223	\$40,210	\$40,196	\$40,182	\$40,169	\$482,914	
Princ. Pmt - Loan 1		\$2,852	\$2,865	\$2,878	\$2,891	\$2,905	\$2,918	\$2,931	\$2,945	\$2,958	\$2,972	\$2,985	\$2,999	\$35,099	
TOTAL CASH PAID		\$43,168	\$43,168	\$43,168	\$43,168	\$43,168	\$43,168	\$43,168	\$43,168	\$43,168	\$43,168	\$43,168	\$43,168	\$518,013	
CHANGE IN CASH		\$11,579	\$11,579	\$11,579	\$11,579	\$11,579	\$11,579	\$11,579	\$11,579	\$11,579	\$11,579	\$11,579	\$11,579	\$138,951	
Beginning Balance		\$208,738	\$220,317	\$231,897	\$243,476	\$255,055	\$266,634	\$278,214	\$289,793	\$301,372	\$312,952	\$324,531	\$336,110		
Ending Balance		\$220,317	\$231,897	\$243,476	\$255,055	\$266,634	\$278,214	\$289,793	\$301,372	\$312,952	\$324,531	\$336,110	\$347,689		

Client Name: FINANCIAL STATEMENT: Date Prepared	Olaide Adebayo Pro Forma Balance Sheets 6/24/2021		The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client. We are not licensed by the state of North Dakota to practice Public Accounting and can therefore give no opinion or assurance on the statements.										
Year 3	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	
Cash	\$220,317	\$231,897	\$243,476	\$255,055	\$266,634	\$278,214	\$289,793	\$301,372	\$312,952	\$324,531	\$336,110	\$347,689	
Current Assets	\$220,317	\$231,897	\$243,476	\$255,055	\$266,634	\$278,214	\$289,793	\$301,372	\$312,952	\$324,531	\$336,110	\$347,689	
Net Fixed Assets	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	\$172,062	
Net Intangibles	\$2,310	\$2,244	\$2,178	\$2,112	\$2,046	\$1,980	\$1,914	\$1,848	\$1,782	\$1,716	\$1,650	\$1,584	
TOTAL ASSETS	\$394,690	\$406,203	\$417,716	\$429,229	\$440,743	\$452,256	\$463,769	\$475,282	\$486,796	\$498,309	\$509,822	\$521,336	
CPLTD-Loan 1	\$35,260	\$35,421	\$35,584	\$35,747	\$35,910	\$36,075	\$36,240	\$36,407	\$36,573	\$36,741	\$36,909	\$37,079	
Current Liabilities	\$35,260	\$35,421	\$35,584	\$35,747	\$35,910	\$36,075	\$36,240	\$36,407	\$36,573	\$36,741	\$36,909	\$37,079	
Long-Term Loan 1	\$73,236	\$70,209	\$67,169	\$64,115	\$61,046	\$57,964	\$54,867	\$51,756	\$48,631	\$45,492	\$42,338	\$39,170	
Total Liabilities	\$108,495	\$105,631	\$102,752	\$99,861	\$96,957	\$94,039	\$91,108	\$88,163	\$85,205	\$82,233	\$79,248	\$76,249	
Common Stock	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	
Retained Earnings	\$278,194	\$292,572	\$306,964	\$321,368	\$335,786	\$350,217	\$364,662	\$379,120	\$393,591	\$408,076	\$422,575	\$437,087	
Total Owner's Equity	\$286,194	\$300,572	\$314,964	\$329,368	\$343,786	\$358,217	\$372,662	\$387,120	\$401,591	\$416,076	\$430,575	\$445,087	
TOT LIA & NET WORTH	\$394,690	\$406,203	\$417,716	\$429,229	\$440,743	\$452,256	\$463,769	\$475,282	\$486,796	\$498,309	\$509,822	\$521,336	
CHECK	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

LOAN INFORMATION

LOAN 1

SOURCE OF LOAN: Dakota Business Lending
 NEW OR EXISTING LOAN: new
 SBA 7(a) GUARANTY? (Yes/No) yes
 BEGINNING MONTH: 1
 MONTHS INTEREST ONLY: 0

AMOUNT OF FINANCING NEEDED: \$172,062
 SBA LOAN GUARANTY FEE: \$3,961
 TOTAL FINANCING: \$176,023

ANNUAL INTEREST RATE: 5.50%
 TERM (IN YEARS): 5.0
 MONTHLY PAYMENT: \$3,362.23

LOAN 2

SOURCE OF LOAN: name
 NEW OR EXISTING LOAN: new
 SBA 7(a) GUARANTY? (Yes/No) no
 BEGINNING MONTH: 1
 MONTHS INTEREST ONLY: 0

AMOUNT OF FINANCING NEEDED: \$0
 SBA LOAN GUARANTY FEE: \$0
 TOTAL FINANCING: \$0

ANNUAL INTEREST RATE: 0.00%
 TERM (IN YEARS): 0.0
 MONTHLY PAYMENT: \$0.00

LOAN 3

SOURCE OF LOAN: name
 NEW OR EXISTING LOAN: new
 SBA 7(a) GUARANTY? (Yes/No) no
 BEGINNING MONTH: 1
 MONTHS INTEREST ONLY: 0

AMOUNT OF FINANCING NEEDED: \$0
 SBA LOAN GUARANTY FEE: \$0
 TOTAL FINANCING: \$0

ANNUAL INTEREST RATE: 0.00%
 TERM (IN YEARS): 0.0
 MONTHLY PAYMENT: \$0.00

LOAN 4

SOURCE OF LOAN: name
 NEW OR EXISTING LOAN: new
 SBA 7(a) GUARANTY? (Yes/No) no
 BEGINNING MONTH: 1
 MONTHS INTEREST ONLY: 0

AMOUNT OF FINANCING NEEDED: \$0
 SBA LOAN GUARANTY FEE: \$0
 TOTAL FINANCING: \$0

ANNUAL INTEREST RATE: 0.00%
 TERM (IN YEARS): 0.0
 MONTHLY PAYMENT: \$0.00

LOAN 5

SOURCE OF LOAN: name
 NEW OR EXISTING LOAN: new
 SBA 7(a) GUARANTY? (Yes/No) no
 BEGINNING MONTH: 1
 MONTHS INTEREST ONLY: 0

AMOUNT OF FINANCING NEEDED: \$0
 SBA LOAN GUARANTY FEE: \$0
 TOTAL FINANCING: \$0

ANNUAL INTEREST RATE: 0.00%
 TERM (IN YEARS): 0.0
 MONTHLY PAYMENT: \$0.00

LOAN 6

SOURCE OF LOAN: name
 NEW OR EXISTING LOAN: new
 SBA 7(a) GUARANTY? (Yes/No) no
 BEGINNING MONTH: 1
 MONTHS INTEREST ONLY: 0

AMOUNT OF FINANCING NEEDED: \$0
 SBA LOAN GUARANTY FEE: \$0
 TOTAL FINANCING: \$0

ANNUAL INTEREST RATE: 0.00%
 TERM (IN YEARS): 0.0
 MONTHLY PAYMENT: \$0.00

Critical Assumptions

Olaide Adebayo

6/24/2021

Owner's Salary is to cover her and mom's monthly income

Employee expense is calculated for 2 FTE's at \$15/hr w/ 40 hrs/week.

COGS is set to \$10,000/month per Olaide

Maintenance & Utility costs are included in the rent price

\$40,000/Monthly Revenue Breakdown

\$2000 sales/day - open average of 20 days/month

\$15.65/average price/plate

$\$2,000 / \$15.65 = 127.79$ - Round up to 128 Plates Served per day

Direct Expenses = all expenses MINUS Ad/Promo, Rent/Utilities, & Other

BREAK-EVEN ANALYSIS - YEAR 1		The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client. We are not licensed by the state of North Dakota to practice Public Accounting and can therefore give no opinion or assurance on the statements.				
GROSS SALES	\$568,800					
COST OF GOODS	\$120,000					
GROSS MARGIN	\$448,800					
ITEMS	FIXED EXPENSES	VARIABLE EXPENSES				
Owner's Salary	\$24,000					
Owner Payroll Taxes	\$3,672					
Fixed Employee Wages	\$31,200					
Fixed Payroll Taxes	\$3,229					
Maintenance	\$9,288					
Ad/Promotion	\$3,616					
Rent	\$24,420					
Telephone	\$720					
Insurance	\$600					
Direct Expenses	\$60,000					
Shopify	\$420					
Other	\$3,073					
Office & Kitchen Supplies	\$48,000					
Credit Card Fees		\$17,064				
Delivery Fee		\$85,320				
Depreciation	\$0					
Amortization	\$792					
Principal Pmt	\$31,451		Break Even Point in Cash Flow (Year 2): \$421,703			
Interest	\$8,896		Break Even Point in Cash Flow (Year 3): \$428,812			
Int-Line of Credit	\$0					
TOTALS	\$253,377	\$102,384				
BREAK-EVEN POINT % OF PROJECTED SALES BASED ON EXPENSES \$364,394 64.06% BASED ON CASH FLOW \$414,733 72.91%			VOLUME PROFIT RATIO AFTER BREAK-EVEN			
			SALES %	GROSS SALES VOLUME	PROFIT	
			50.0%	\$284,400	(\$48,718)	
			66.7%	\$379,200	\$9,018	
			75.0%	\$426,600	\$37,886	
			125.0%	\$711,000	\$211,094	
			150.0%	\$853,200	\$297,698	
			200.0%	\$1,137,600	\$470,906	

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this _____ day of January, 2022, by and between SAD Downtown, LLC ("Landlord") and Ade's Cuisine, LLC ("Tenant").

In consideration of the rents and covenants herein contained, Landlord hereby rents to Tenant the premises located in the City of West Fargo described as approximately 1,405 useable square feet yielding 1,430 rentable square feet located at 344 Sheyenne Street, West Fargo ND 58078 as is more fully identified and set forth as Tenant Space 100 on Exhibit A attached hereto ("Premises").

1. **TERM:** The term of this Lease Agreement shall be 5 years from the commencement date set forth below in Paragraph 3.
2. **DELIVERY DATE:** The Landlord shall deliver the Premises and make available to Tenant on or about March 15th, 2022. If Landlord fails to deliver the Premises within ninety (90) days of the delivery date, then Tenant shall have the option to terminate this Lease effective immediately.
3. **COMMENCEMENT DATE:** The lease shall commence on the earlier of July 1st, 2022; or when Tenant is open for business as evidenced by a certificate of occupancy.
4. **RENT AND RENT COMMENCEMENT DATE:** Tenant shall pay to Landlord, as rental for the Premises, the annual rate of \$ 17 per rentable square foot for the Premises. With a yearly increase of 1.5%.

All rent shall be payable in advance on the first day of each month during the term of the Lease. Rent for any partial months should be pro-rated. If rent has not been received by Landlord by the 3rd day of the month, rent will be subject to a late fee equal to 1% daily after the 3rd day of the month.

Rent commencement date shall occur on July 1st, 2022.

4. **COMMON AREA MAINTENANCE CHARGES:** Tenant shall be responsible for common area maintenance charges (CAM) which include, but are not limited to, heating, ventilating and cooling of the non-tenant common spaces, real estate taxes and special assessments, parking lots, lighting, security, maintenance, grounds maintenance, snow removal, lawn care, and cleaning, property management, association fees, and property and liability insurance. CAM charges are estimated at \$ 6.5 per square foot. The Parties understand that the amount set forth in this paragraph are estimates and subject to change. CAM charges will be reconciled on a quarterly basis.
5. **EXTENSION OPTION:** Provided Tenant is not in default of this Lease Agreement; Tenant shall have the option to extend the term as follows:

- a. Tenant shall have one (1) option to renew this Lease for a term of 5 years. Rent shall start at \$18.31 per square foot with two percent (2 %) increases continuing annually, and other terms and conditions of this agreement will remain the same.

Tenant must provide Landlord a one hundred twenty (120) day advance written notice indicating intention to exercise the lease option.

6. **SECURITY DEPOSIT:** A security deposit shall be \$2,025.83 (one month's base rent).
7. **USE:** It is understood by and between all parties that the Premises will be used for the purposes of restaurant and take and bake kitchen unless otherwise mutually agreed upon by Tenant and Landlord. Tenant further covenants and agrees, so long as this Lease remains in force, to continuously use and occupy the Premises for a restaurant and take and bake kitchen. Tenant agrees to operate its business on the Premises during the entire term of this Lease and to conduct its business in a reputable manner. Tenant shall not commit or allow to be committed any waste upon the Premises nor any public nor private nuisance. No use shall be made of the Premises which is illegal, unlawful, conflicts with any statute, law, ordinance, rule or regulation which, in effect, will increase the existing insurance rates or cause cancellation of insurance upon the Premises. Tenant shall obtain any necessary permits and licenses required for the business use anticipated for the Premises. Tenant shall not do, nor permit to be done, any act or thing on the Premises that disturbs the quiet enjoyment of any other occupant of the building or complex in which the Premises are located.
8. **GUARANTORS:** The Lease Agreement will be personally guaranteed by all owners of Ade's Cuisine, LLC who own more than a ten (10) percent share of Ade's Cuisine, LLC. Each owner will sign a separate personal guaranty, guaranteeing all of the amounts due and owing under the terms of the Lease Agreement. Tenant will also supply a proper bank letter to Landlord explicitly describing Tenant's ability to pay according to the terms of the Lease Agreement.
9. **LANDLORD'S WORK EXHIBIT AND IMPROVEMENTS:** Landlord shall be responsible, at Landlord's cost and expense, to provide the space as a "vanilla shell" as is more fully set forth on Exhibit B. Landlord hereby approves its Tenant making all modifications and alterations to the Premises necessary to conduct Tenant's business, however, such alterations or modifications must have Landlord's prior approval. Landlord shall provide Tenant with a Tenant improvement allowance of up to \$25 per usable square foot, or \$35,075 for permanent improvements to the Premises over and above the Landlord's work for the vanilla shell. Tenant improvement allowance will be paid as a reimbursement to the Tenant within fifteen (15) days upon written request from Tenant after opening to the public as evidenced by receipt of certificate of occupancy and presentation and delivery of all executed lien waivers by the contractors performing the work. If the dollar amount of fit-up improvements is less than the allowance

provided, the remaining balance will stay with the Landlord. If the dollar amount of fit-up improvements exceeds the allowance provided, the balance will be the responsibility of the Tenant.

10. **TENANT'S WORK EXHIBIT AND IMPROVEMENTS**: Tenant shall have the right to build-out their space in a manner necessary for the operation of their business, however, all plans and specifications must be signed or approved by Landlord or its authorized representative in writing. Tenant shall perform all build-out necessary for the operation of their business and responsible for any and all costs of any build-out over and above any Tenant improvement allowance paid for by Landlord. Tenant shall not commence improvements to the space until approved per item 9, and Tenant has waived its right to terminate the lease due to pending approvals in item 12.
11. **CONSTRUCTION LIEN**: Tenant shall do all things reasonably necessary to prevent the filing of construction liens or other liens or encumbrances against the Premises, or the complex, or any part thereof, or upon any interest of Landlord or any mortgage in any part of the complex by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone in possession of the Premises or any part thereof through Tenant. Tenant agrees to promptly pay all sums of money in respect of any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to Tenant in, at or about the Premises or furnished to Tenant's agents, employees, contractors or subcontractors, which may be secured by any mechanics, material men, suppliers or other type of lien against the Premises, or any interest therein. In the event of the receipt of any notice of intention to claim such a lien, a demand for payment, or a mechanic's lien statement, Tenant shall immediately notify Landlord thereof, and shall either: (a) cause the same to be discharged of record within ten (10) days thereafter; or (b) if in good faith Tenant determines that such lien should be contested, Tenant shall furnish such security as may be necessary and required to prevent any foreclosure proceeding against the Premises or any portion thereof during the pendency of the contest. Failure of Tenant to discharge the lien in the manner required hereunder shall constitute a default under this Lease and, in addition to any other remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same of record by paying the amount claimed to be due, and the amount so paid by Landlord and all costs and expenses incurred by Landlord therewith, including reasonable attorney's fees, shall be due and payable by Tenant to Landlord.
12. **OCCUPANCY PERMIT**: Tenant shall make application for all licenses, permits, or other authority required for the lawful operation of Tenant's business in the Premises and shall use Tenant's best effort to obtain all such required authority. In the event such authority is denied due to Landlord's negligence, Landlord shall correct such problem within fifteen (15) days during which time rent shall be abated. Tenant will have the right to terminate the Lease within sixty (60) days of executing agreement by providing written proof that it is unable to obtain all

permits, variances, and governmental approvals needed for the lawful construction and operation of its store.

13. **UTILITIES AND SERVICES:** Landlord will supply heating and air conditioning units for the Premises, to be metered separately, and water and sewer service. Tenant agrees to pay for all heat, air conditioning, and electricity. Tenant shall provide its own interior janitorial services for the Premises. Landlord shall not be liable or responsible for any damage, loss or inconvenience for failure to furnish such heat, air conditioning, water, sewer and electrical services when such failure is caused by conditions beyond Landlord's control, by acts of God, strikes, lockouts, embargoes, material shortages, war or accidents, or when such failure arises out of maintenance or the making of inspections, repairs, alterations, changes or improvements in any part of the building of which the Premises are a part, or the failure of outside agencies to furnish any such services if any of such services are furnished by outside agencies. The failure to furnish any of said utilities or services shall not constitute an eviction from the Premises or work a reduction, discontinuance, or delay in the payment of rent.
14. **LANDLORD'S OBLIGATIONS FOR REPAIRS AND MAINTENANCE:** Landlord shall, within a reasonable period after receipt of written notice from Tenant, make or cause to be made necessary structural repairs to the exterior foundations and exterior walls of the Premises and shall keep or shall cause to be kept in good order, condition and repair of the exterior walls, foundations and roofs of the buildings constituting the Premises, except for reasonable wear and tear. Any repairs or replacement of the HVAC system shall be the responsibility of the Landlord unless due to the negligence or willful misconduct of the Tenant.
15. **TENANT'S OBLIGATIONS FOR REPAIRS AND MAINTENANCE:** Tenant shall maintain and repair the interior of the Premises. Such maintenance and repair shall include, but shall not be limited to, painting, any and all glass windows and doors, doors, door closing and locking mechanisms, pest control services, the repair of any damage resulting from the movement of furniture, fixtures, merchandise, or supplies, and any and all floor coverings. When used in this provision, the term "repairs" shall include replacement of items, when necessary. All such repairs made by Tenant shall be equal in quality and class to the original work updated to current technology at the time of replacement. A semi-annual inspection of the HVAC/Mechanical equipment is required by Tenant, and written proof must be provided to Landlord. If proof of inspection is not provided to Landlord, Landlord will schedule the inspections and charge it to the Tenant as part of the following CAM statement. Tenant shall also be responsible for sidewalk snow removal at entry door.
16. **ASSIGNMENT AND SUBLETTING BY TENANT:** It is agreed and understood that this Lease shall be transferable in whole; however, it must first have the written approval and consent of Landlord.

17. **INDEMNITY**: Tenant agrees to keep the Premises covered with liability insurance per this Lease at the cost of Tenant and to name Landlord as an additional insured under that policy in an amount of at least \$1,000,000.00 per occurrence, at the sole cost of Tenant. In addition, Tenant agrees to indemnify and hold Landlord harmless from any loss, expense, action, claims or damages of any kind or nature arising out of Tenant's use of the Premises by Tenant, Tenant's employees, invitees, agents, or visitors. Landlord shall not be liable for any injury or loss on or about the Premises to Tenant, his employees, agents, invitees, subtenants, licensees or concessionaires or any other damage to property caused by defect or failure of equipment, pipes, wiring, broken glass, backing up of drains or by water, gas, electricity or oil leaking or by any portion of the property becoming out of repair unless such acts are caused by the negligent acts of the Landlord or its employees, agents or contractors. Landlord shall not be liable for loss or damage that may be caused by acts or omissions of other tenants or the property.

Additionally, Landlord agrees to indemnify and hold Tenant harmless from any loss, expense, action, claims or damages of any kind or nature caused by Landlord's negligence or the negligence of Landlord's employees and/or agents.

18. **ENTRY**: Landlord or his representatives shall have the right to enter the Premises at all reasonable times to inspect, make repairs or alterations, or show the Premises to prospective purchasers or lenders, after giving sufficient notice to Tenant. Tenant shall not be entitled to abatement of the rent by reason thereof. Tenant shall not be entitled to compensation, damages, or abatement or reduction in rent on account of any such repairs, maintenance, alterations, improvements or remodeling or adding of additional stories thereto. At all times during the term of this Lease, Landlord shall have the right to post "for sale" or "for lease" signs on the Premises, so long as the signage does not interfere with the Tenant's use and enjoyment of the Premises or interfere with or obstruct Tenant's signage.
19. **SIGNAGE**: Subject to Landlord's approval, all signage fabrication and installation shall be at the expense of the Tenant unless otherwise specifically agreed to in writing by both parties. All proposed signage must first have the written approval of Landlord and the governing municipal authority as applicable.
20. **DEFAULT**: The following events shall be deemed to be a default by Tenant: 1) failure to pay any installment of rent, and such failure shall continue for five (5) days, 2) failure to comply with any provision of this Lease, other than payment of rent, and shall not cure such failure within fifteen (15) days after written notice is sent to Tenant, 3) Tenant becomes insolvent; makes a transfer in fraud to creditors; makes an assignment for the benefit of creditors; files a petition under any section of the National Bankruptcy Code; is adjudged bankrupt; has a receiver appointed; deserts or vacates any substantial portion of the property; does or permits any act which creates a lien on the property, or 4) failure to stay current or make installment payments on any loan, note or other debt that Landlord or affiliated entity (such as Epic Capital, LLC) is the lender or borrowing entity.

Upon the occurrence of any default set forth above, Landlord may without demand or notice, enter and take possession of the property, expel or remove all occupants and property found thereon without being liable for damages; may elect to cancel this Lease or re-let the Premises on such terms as Landlord deems advisable and receive the rent therefore and Tenant agrees to pay Landlord on demand any deficiency and costs incurred. Landlord shall have the option to file a Forcible Entry and Detainer action without prior notice, in the proper court, and obtain a writ of possession thereby. Landlord shall be entitled to all expenses, court costs and reasonable attorney's fees for the collection of any sum due under this Lease and the enforcement of this agreement. All past due rentals shall bear interest at the highest rate permitted by the laws of this state. Landlord is specifically given the right to seek injunctive relief against Tenant in the event of default.

21. **WAIVER**: Acceptance of delinquent rent or prior waiver of any of Landlord's rights to prompt payment or damages in event of subsequent default or breach of Tenant shall not otherwise modify any of the other terms of this Lease nor modify any of the Landlord remedies under this Lease.
22. **HOLDING OVER**: In the event Tenant remains in possession of the property at the termination of this Lease and without the execution of a new Lease, Tenant shall be deemed a Tenant from month to month at a rental of one hundred twenty percent (120%) of the monthly rental shown above subject to all terms of this Lease applicable to a month-to-month tenancy.
23. **INSURANCE**:
 - a. **Landlord**. Landlord will procure and maintain all risk coverage as from time to time is included in standard extended coverage endorsements and special broad form coverage insuring the structure in question. Landlord shall insure the Premises at a Landlord's expense. Landlord shall provide proof of such insurance with the Tenant and shall provide proof of premium payment to Tenant.
 - b. **Tenant**. Tenant shall keep in full force and effect at its expense, a policy or policies of public liability insurance with respect to the Premises and the business of Tenant and any approved subtenant, licensee, or concessionaire, with companies licensed to do business in the state of North Dakota, and approved by Landlord, in which both Tenant and Landlord and any person, firm or corporation designated by Landlord, shall be adequately covered under reasonable limits of liability not less than \$1,000,000.00 combined single limit personal injury and property damage coverage per occurrence. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord that such insurance is in effect which evidence shall state that Landlord shall be notified in writing thirty (30) days prior to cancellation.

Tenant agrees to indemnify and hold harmless the Landlord from and against all claims of whatever nature arising from any accident, injury, or damage to person or property during the term hereof in or about the Premises or arising from any accident, injury, or damage to personal property occurring outside of the Premises but within the property of which the Premises is a part, where such accident, injury, or damage results or is claimed to have resulted from an act, omission, or negligence on the part of Tenant, or on the part of any of its licensees, agents, invitee, servants or employees. This indemnity agreement shall include indemnity against all costs, claims, attorney's fees, expenses, penalties, liens, and liabilities incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

24. **DAMAGE/CONDEMNATION:** In case during the term hereof, the Premises become un-tenantable by fire, or casualty, then rent shall abate, with proportionate refund of any prepayment, from the time of such occurrence until Landlord restores the Premises; provided that if the building of which the Premises are a part or thereof be so injured as in the opinion and at the option of the Landlord the possession of the Premises is needed by Landlord for demolition, reconstruction, sale, or any other purpose whatsoever, the Landlord may by written notice to Tenant wholly terminate the term of this Lease.

In the event the building of which the Premises is a part shall be taken, in whole or in part, by condemnation or the exercise of the right of eminent domain, the Landlord may terminate this Lease by written notice to Tenant and prepaid rent shall be proportionately refunded. All damages awarded for such taking, whether for the fee or the leasehold interest, shall belong to and be the property of Landlord, except the Tenant shall be entitled to compensation for removable trade fixtures, stock in trade, furniture and other personal property owned by Tenant.

25. **SUBORDINATION** This Lease, and the term and estate hereby granted, and all of the rights of Tenant hereunder, are subject to any underlying ground leases and the liens of any mortgage or mortgages (or other instrument resulting from any other method of financing or refinancing) now or hereafter in force against the Premises or the building in which the Premises are located or the land on which it sits, and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute such further instruments, subordinating this Lease to the lien or liens of any such ground lease or mortgage, as shall be reasonably requested by Landlord or its ground lessor and/or lender(s) or mortgagee(s); provided, however, that this subordination and any such further instruments shall not, so long as Tenant is not in default in the performance of any of the terms, covenants and conditions of this Lease, disturb Tenant's right of possession under this Lease (subject to the terms and conditions hereof). Without limiting the generality of the foregoing, Tenant and Landlord's lender(s) and/or mortgagee(s) shall enter into a Subordination, Non-Disturbance and Attornment Agreement substantially in the form attached hereto as Exhibit C, promptly following request

made (but in any case not later than 10 days thereafter) by Landlord or Landlord's lender(s) or mortgagee(s) at any time or from time to time.

26. **ABANDONMENT.** If Tenant shall vacate or abandon the Premises, the same shall constitute a default under this Lease and Landlord shall have all of the same rights and remedies against Tenant as herein granted and reserved to Landlord by Paragraph 19 of this Lease upon a default of Tenant in this Lease. For the purpose of this Lease, the Premises shall be deemed to be vacant if Tenant shall cease to operate its business in the Premises.
27. **PEACEABLE SURRENDER:** Upon termination of this Lease, whether upon expiration of the term or otherwise, Tenant shall peaceably quit and surrender to Landlord the Premises in good condition and repair, ordinary wear and tear excepted, all improvements constructed by Tenant to be and become part of the property of Landlord; provided, however, that Tenant, if not then in default hereunder, shall have the right and privilege at the termination of this Lease to remove from the Premises any movable office equipment installed and maintained by Tenant in the Premises. Any damage to the Premises caused by such removal shall be paid by Tenant.
28. **INTERRUPTION OF SERVICES FOR DAMAGE CAUSED BY ACTS OF GOD:** Interruption or curtailment of any service maintained in the office building, if caused by strikes, mechanical difficulties, acts of God or any other causes beyond Landlord's control shall not entitle Tenant to any claim against Landlord or to any abatement in rent. If such damage or partial destruction to the facility shall be of such characters so as to require the Tenant to discontinue using the Premises, the Landlord shall have thirty (30) days to decide whether to rebuild the Premises or terminate the Lease. The Tenant is not responsible for any lease payment during the time that the Premises is unusable.
29. **LAW:** Tenant agrees to comply with all laws, rules and orders of federal, state and municipal governments and all other departments. Furthermore, this Lease will be interpreted in accordance with the laws of the State of North Dakota and all parties agree that proper venue for any litigation involving the terms and conditions of this agreement is properly venued in Cass County, North Dakota. If Landlord is required to seek legal advice because of the action, inaction, or in response to Tenant, Tenant will be responsible for reimbursement of said legal fees. Said reimbursement will occur and will be due with the next month's rent.
30. **GENERAL PROVISIONS:**
 - a. All covenants, conditions and agreements herein contained shall be binding upon in inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
 - b. The captions of paragraphs of this Lease Agreement are not a part of this Lease and shall have no effect upon the construction or interpretation of any term of this Lease Agreement.

- c. Time of payment shall be an essential part of this Lease Agreement.
- d. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provisions of this Lease Agreement and all other provisions shall remain in full force and effect.
- e. Whenever the consent of the Landlord is required under the terms of this Lease Agreement, the giving or withholding of such consent of any one or any number of instances shall not limit nor waive the need for such consent in any other or future instance.
- f. This Lease Agreement contains all the agreements of Landlord and Tenant with respect to any matter covered or mentioned in this Lease Agreement and no other prior Agreements or understanding pertaining to any such matter shall be affective for any purpose. No provision of this Lease Agreement may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors in interest. Any and all notices or other communication provided for in this Lease Agreement shall be given in writing by registered or certified mail which, unless otherwise designated by a party, shall be addressed as follows:

- i. Landlord's contact:
Attn: Amy Hass
745 31st Ave East, Suite 105
West Fargo, ND 58078
701-388-3357
amy@epiccompaniesnd.com

- ii. Tenant's contact:
Entity: Ade's Cuisine
Contact: Olaide Adebayo
Address: _____

Email: oadeba00@gmail.com
Phone: 701-729-2647

_____remainder of the page intentionally left blank_____

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed in duplicate the day and year first above written.

LANDLORD

SAD Downtown, LLC

By: Amy Hass

Its: Chief Executive Officer

TENANT

Ade's Cuisine, LLC

By: Olaide Adebayo

Its: Owner



To: West Fargo City Commission

From: Aaron Nelson, Planning Director

Date: February 10, 2022

Subject: Street Name Change

Action: Approve the resolution to rename 57th Avenue West to 55th Avenue West

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Summary and Recommendation:

City staff is proposing to rename a public street in order to correct an addressing issue that was recently identified. Specifically, staff is requesting City Commission approval of a resolution to rename 57th Avenue West to 55th Avenue West.

Policy Analysis:

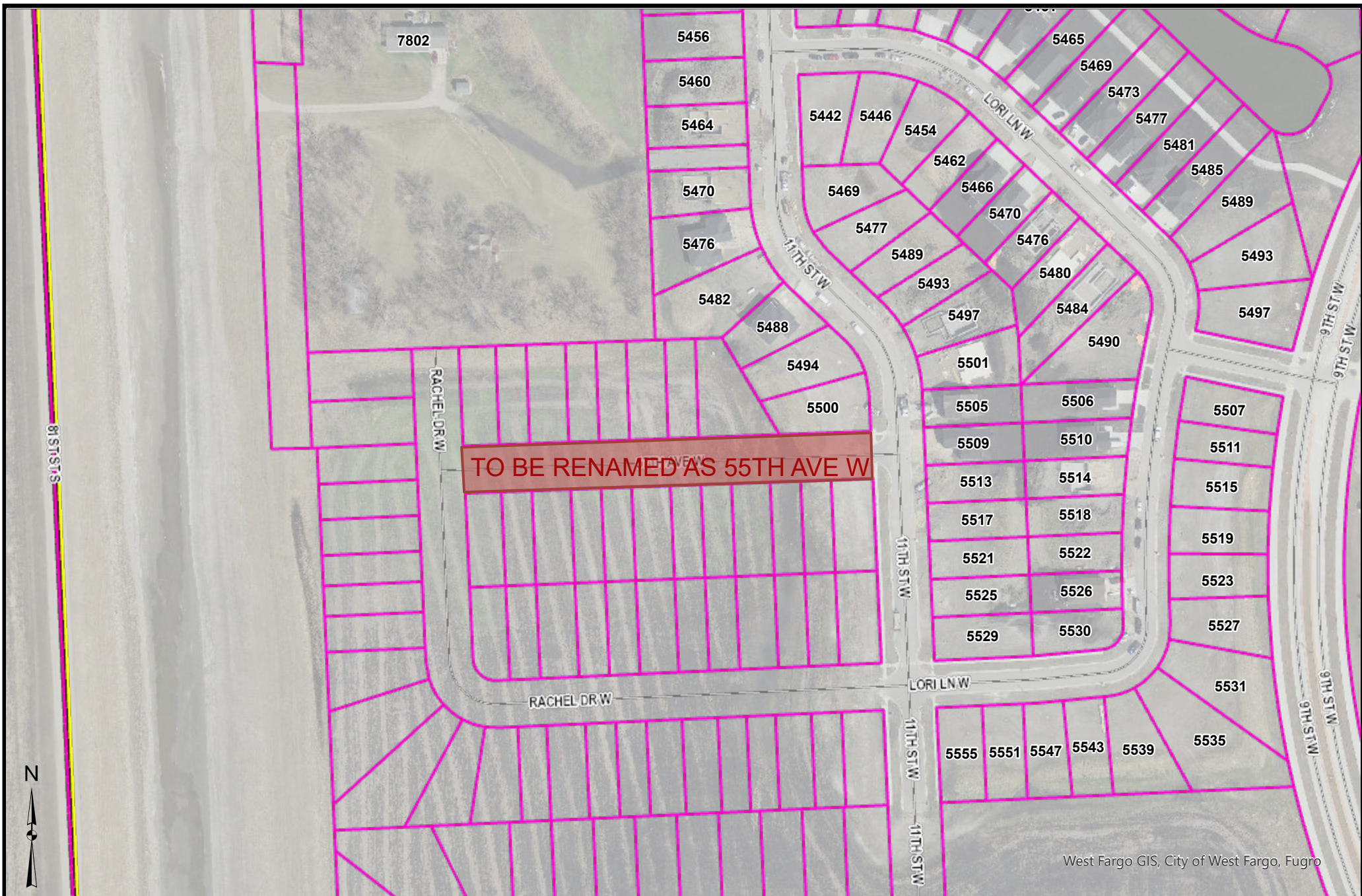
The purpose of the proposed name change is to bring the addressing in this area into better alignment with the City's existing addressing policy. 57th Avenue West was platted as part of The Wilds 21st Addition in May of 2021, however, the street has not yet been constructed. When this subdivision was added to the City's parcel management system, it was discovered that 57th Ave W was located north of existing properties in the vicinity having address numbers in the fifty-five-hundred range. The City's addressing standards dictate that addresses should increase by one hundred ever block. For streets south of Main Avenue, address numbers increase as you travel south, with address numbers (rounded to the hundred) correlating to numbered avenues. Since adjacent properties, located along the east side of 11th St W have addresses in the fifty-five-hundred range, staff is proposing to rename 57th Ave W as 55th Ave W, for consistency and improved wayfinding. The attached image illustrates the addressing in this area.

Financial Analysis:

N/A

Process/Timeline:

The proposed street name change was reviewed and recommended for approval by the City's Review Committee. Notification was sent to the two owners of adjacent property, and the proposal is supported by the owner of the properties to be addressed from the street (the original developer). The name change will take effect once the approved resolution is recorded.



West Fargo GIS, City of West Fargo, Fugro

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Proposed Street Name Change -- Rename 57th Ave W to 55th Ave W

Date: 2/11/2022

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



Commissioner _____ introduced and moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, NORTH DAKOTA:

WHEREAS, Fifty Seventh Avenue West was platted as part of The Wilds Twenty First Addition in May of 2021; and

WHEREAS, since that time it has been determined that the street name is at variance with the City's addressing standards, due to existing address numbers in the fifty-five-hundred range that were previously established within The Wilds Eleventh Addition; and

WHEREAS, it has been determined that renaming Fifty Seventh Avenue West as Fifty Fifth Avenue West better aligns with the City's addressing standards and would improve wayfinding in the immediate vicinity; and

WHEREAS, the developer agrees with the proposed name change; and

WHEREAS, owners of property adjacent to Fifty Seventh Avenue West have been notified of the proposed name change and no comments have been received; and

WHEREAS, the City's review committee has recommended approval to the City Commission of the proposed street name change; and

WHEREAS, the City Commission of the City of West Fargo, North Dakota, desires to change the below described street name.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo that Fifty Seventh Avenue West, as identified on the plat of The Wilds Twenty First Addition, be renamed Fifty Fifth Avenue West, and that the City Auditor file a certified copy of this resolution with the County Auditor and record a certified copy of this Resolution with the office of the Cass County Recorder.

Dated this 22nd day of February, 2022.

APPROVED:

President of the Board of City
Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.

ORDINANCE NO. 1207

AN ORDINANCE TO AMEND AND REENACT SECTION 2-0403 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO PARKING ON SNOW EMERGENCY ROUTES.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, NORTH DAKOTA:

SECTION 1. Section 2-0403 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

2-0403. PARKING ON SNOW EMERGENCY ROUTES.

- A. A parking prohibition shall automatically go into effect on any part of any primary snow emergency route on which there has been part of an accumulation of snow and ice of three inches or more for one hour or more between 6:00 a.m. CT and 11:00 p.m. CT of any day.
- B. A prohibition of parking on secondary snow emergency routes will only come into effect upon announcement as set out in Section 2-0402. The announcement may include all or part of the secondary snow emergency routes and may provide different times for prohibited parking on different streets and avenues.
- C. A prohibition of parking on the downtown Sheyenne Street area (7th Avenue to Main Avenue, along with one block east and west from Sheyenne Street for the length of the designated downtown area) shall go into effect when determined necessary by the Public Works Director. The City will provide a forty-eight (48) hour notice prior to the parking prohibition going into effect by the following means: (i) broadcasts or telecasts from stations with a normal operating range covering the City; (ii) posts on City websites and social media; (iii) notifying any Downtown Business Association; and (iv) causing such declaration to be further announced in newspapers of general circulation when feasible. The hours of the parking prohibition would begin at 2:00 a.m. CT and end at 7:00 a.m. CT on any day. Any cars remaining parked in the designated area after 2:00 a.m. will be ticketed and towed at the owner's expense.
- ~~ED.~~ Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the Superintendent of Streets Public Works Director in accordance with this chapter, except that any street area which has become substantially clear of snow and ice from

curb to curb for the length of the entire block shall be automatically excluded therefrom. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a primary snow emergency route to which it applies. However, nothing in this section shall be construed to permit parking at any time or place where it is forbidden by any other provision of law.

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City
Commissioners of the City of
West Fargo, North Dakota

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



"Consent" or "Regular"
Agenda Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and
Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and
Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

To: West Fargo City Commission

From: Dustin T. Scott, City Engineer

Date: February 22, 2022

Subject: Improvement District No. 2265 - 9th St NE (Main Ave to 12th Ave NE)

Action: Authorize RFP to be Published

New Information and Recommendation:

A draft Request for Proposals (RFP) for engineering services has been prepared for the 9th St NE reconstruction project. Though the project is not schedule for construction until 2025, the environmental and design phases could take two or more years so staff is proposing to get started with consultant selection process. The RFP will be advertised through both City and NDDOT resources.

Additional project information is provided below and the following documents are attached for review/consideration:

- RFP for Engineering Services

Staff Recommendation: Approve the RFP for publication.

Background and Project Summary:

The City was awarded state/federal funding through the NDDOT Urban Roads Program (2020 application cycle) for the reconstruction of 9th Street NE from Main Ave to 12th Ave NE. This program covers up to 80% of eligible construction costs, depending on annual state/federal appropriations. This is the same program that helped fund Sheyenne Street reconstruction south of I-94. The application for the 9th St NE project was approved by the City Commission on December 7, 2020 and submitted to NDDOT by MetroCOG after their review. After being selected for funding, the NDDOT added it to their Statewide Transportation Improvement Program (STIP) for FY 2025. The project is tentatively scheduled to be bid by NDDOT in the fall of 2024 with construction starting in spring of 2025. This project will urbanize the roadway, upgrade the railroad crossing, increase stormwater capacity, enhance sewer/water systems and improve overall serviceability and safety of the corridor.

Policy Analysis:

We are working with NDDOT to ensure state and federal compliance. The project will also adhere to all applicable city standards and processes.

Financial Analysis:

The project will be added to the CIP with a rough cost estimate of \$10.5 million. Financial information will be updated periodically as engineering work progresses. Funding sources are anticipated to be a combination of URP grant, capital improvement sales tax, and special assessments.

Previously Presented Information and Commission Actions:

- December 7, 2020 – City Commission authorized grant application



REQUEST FOR PROPOSALS

FEBRUARY 22, 2022

TO PERFORM ENGINEERING SERVICES FOR:

SU-8-992(045), PCN 23537
City Improvement District No. 2265
Reconstruction of 9th Street NE (Main to 12th Ave)

PROPOSALS MUST BE DELIVERED TO THE CITY OF WEST FARGO
BY:
10:00 AM CENTRAL TIME ON MARCH 15, 2022

REQUEST FOR PROPOSAL

PROJECT OVERVIEW

The City of West Fargo is requesting proposals from qualified consultants to provide engineering services for the project below, which is included in the NDDOT's approved 2022-25 Urban Roads Program.

SU-8-992(045), PCN 23537

City Improvement District No. 2265

Reconstruction of 9th Street NE (Main to 12th Ave)

A complete RFP Package is available to download by clicking the "Business" tab followed by "Bid Opportunities" at the City's website: www.westfargond.gov.

SCOPE OF WORK

The City of West Fargo intends to execute one cost plus fixed fee contract with the selected firm to complete the Scoping Phase (Phase I of III). The City intends to assign work to the selected firm through negotiated contracts for each phase described below. Tasks and/or work hours may be added or removed from the contract by authorized changes or supplements to established agreements.

PROJECT DESCRIPTION AND LIMITS

This project consists of the reconstruction and urbanization of 9th Street NE between Main Ave East and 12th Ave East. Anticipated improvements include a three-lane section with center turn lanes, pedestrian facilities, lighting, RR crossing upgrades, stormwater/drainage and other city utility modifications. This project is tentatively scheduled to be **bid November 8, 2024** and constructed in 2025.

The consultant will be responsible for scoping (Phase I), preliminary engineering and environmental clearance (Phase II), as well as final design and ensuring all requirements are satisfied to meet the tentative bid date (Phase III). This is intended to include (but not limited to): preparation of construction plans, specifications, and bid documents; right-of-way acquisition; permitting; utility coordination; public outreach; etc.

Phase I – Scoping

Scoping Phase shall be limited to conducting review meetings, preliminary right-of-way review, preliminary environmental review and developing an approved scope of work and hours for Phase II. Preliminary right-of-way review will allow for consultant to determine work required to clean up existing right of way issues in the corridor. The selected firm shall plan on and organize a minimum of two (2) review meetings with designated city staff during the scoping phase. The firm will have 60 days to complete Phase I unless the scoping contract is amended otherwise. Pending approval of the scope of work and hours established with the scoping phase, the City may authorize the selected firm to perform Phase II and/or other work not already assigned.

Phase II – Preliminary Engineering and Environmental Documentation

This phase shall consist of all activities necessary to complete the environmental document as referenced in the NDDOT Local Government and Design Manuals. These activities include but are not limited to:

- Wetland delineation
- Cultural survey
- Preliminary topographic survey
- Preliminary roadway design

- Right-of-way activities
- Preliminary structure design
- Noise analysis
- Preliminary geotechnical studies
- Public involvement
- Utility coordination
- Railroad Coordination
- Traffic Operations Report
- Analyze option(s) identified in the corridor study and select a preferred alternative

Phase II will be considered complete upon receiving environmental clearance from the Federal Highway Administration (FHWA) and NDDOT.

Phase III – Final Design

Phase III shall include all activities necessary to complete final roadway construction plans. This section of roadway is proposed as a three-lane section with center turn lanes, upgraded railroad crossing and pedestrian facilities. These activities include but are not limited to:

- Final roadway design
- Final underground utility design
- Final structure design
- Final railroad crossing design
- Final right-of-way plats
- Final utility accommodations
- Right-of-way negotiation & acquisition
- Final engineers estimate
- Permits

Firms interested in performing the work must be qualified to perform roadway design. No proposal will be accepted from, nor will a subcontract be awarded to, any respondent who is in arrears to the City, upon any debt or contract; who is in default, as surety or otherwise, upon any obligation to the City; or who is deemed to be irresponsible or unreliable by the City. Project bid date for SU-8-992(045), PCN 23537 is 11/8/2024.

All design and project data will become the property of the City upon completion of the final submittal. All project information will be **generated** in the following formats and standards:

- MS Word and MS Excel
- AutoCAD (current version)
- NDDOT CADD Manual
- Microsoft "Project"
- NDDOT Design Manual and Plan Preparation Guide Website
- NDDOT Right of Way Manual
- Adobe Acrobat (standard or compatible)

As well as any required City of West Fargo standards.

City Provided Data for Phase I and Phase II

- Record plans of any past projects that the City has completed

- TIFF format digital imagery 0.5' pixel resolution
- Digital plat and parcel base maps
- Municipal infrastructure information - paving, underground utilities (sewer, water, and storm) street lights, etc.
- LiDAR/DEM to 1" = 100' National Map Accuracy Standards. 2020 captured.

A corridor study completed in 2020 is available on the city website at the same location the RFP is posted.

RFP SCHEDULE

Proposal Submission Date: March 15, 2022

Consultant Interviews (if necessary): Week of March 21, 2022

Consultant Selection: March 28, 2022

Consultant Negotiation/Notice to Proceed: April 4, 2022

SUBMISSION REQUIREMENTS

A qualified submittal shall include a cover letter, proposal (not to exceed 5 pages) and the appendices as listed below. The cover letter must be signed by an officer having the authority to sign contracts for the submitting firm. The officer's name, title and email address shall be printed below the signature line of the cover letter.

The proposal should effectively convey the submitters understanding, approach, and process for this project and how they're best suited to help the city achieve a successful project. Submittals will be discarded if the proposal section exceeds 5 pages (not including the cover letter and appendices).

Include the following appendices:

Appendix A

A schedule for the project. If accepted the schedule will be included as part of the contract.

Appendix B

A staffing plan identifying the key project personnel (including titles, education, and work experience) and the respective roles and responsibilities for the project.

Appendix C

Sub-consultants and associated activities to be completed by the sub-consultants.

Appendix D

Separate "sealed" cost proposal for scoping phase. Cost proposal for Phase II will be developed during scoping phase.

EVALUATION AND SELECTION PROCESS

Firms interested in performing the work must submit one electronic copy in PDF format. The electronic copy must be submitted prior to the date and time listed on the cover of this RFP. Submittals that are late and/or don't meet the instructions of this advertisement, will NOT be evaluated, and therefore returned to the submitter.

Submittals shall be addressed to:

Dustin T. Scott
City Engineer
800 4th Ave E, Suite 1
West Fargo, ND 58078
Dustin.Scott@westfargond.gov

The submittal must clearly identify the primary consulting firm and include the following label: **City of West Fargo RFP – Engineering Services for 9th Street NE Reconstruction**

Evaluation Criteria

The Selection Committee will evaluate and validate all qualifying proposals. The evaluation process will permit the Selection Committee to identify the submittal that best meets the needs of the City. If needed, interviews will be conducted to further evaluate firms. The City reserves the right to limit interviews to teams whose submittal most clearly meet the intent and requirements of this RFP. The evaluation will be based on the following weighted criteria:

- (40%) Project understanding, approach, and process
 - Identification of tasks, services necessary and deliverables
 - Work plan to streamline process and achieve success
- (15%) Past performance
- (15%) Ability of team and key personnel
- (15%) Recent, current and projected workloads of the persons and/or firms
- (15%) Related experience on similar projects

Selection Committee

The Selection Committee tentatively includes the following representatives:

Dustin Scott, City Engineer
Matt Andvik, Public Works Director
Aaron Nelson, City Planner
Brad Olson, City Commissioner with Streets Portfolio
Eric Gjerdevig, City Commissioner with Engineering/Planning Portfolio

RIGHT OF REJECTION

The City of West Fargo reserves the right to accept any proposal submittal received, to reject any or all proposal submittals, in whole or in part, to waive irregularities and/or formalities as deemed appropriate, to request clarification of any proposal submittal, and to negotiate with the preferred firm to provide the requested services. If contract negotiations with the preferred firm are at an impasse as deemed by the City, the City reserves the right to contract subsequent firms to negotiate a contract to provide the requested services.

QUESTIONS AND ANSWERS

All questions related to this Request for Proposal must be submitted by email to Dustin Scott (Dustin.Scott@westfargond.gov). City staff will not be available to meet in person with individual firms to answer any questions that they may have. The question period shall expire 48 hours prior to the due date and time of the proposal.

The answers to questions will be compiled and posted on the same website used for downloading the RFP, either as an addendum, or as Project Q&A. Proposers shall bear the responsibility for checking the website for Project Q&A. Failure to do so may result in the Proposer not receiving all clarifications necessary to present a responsive Proposal.

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To: West Fargo City Commission
From: Matthew Andvik, Public Works Director
Date: February 22, 2022
Subject: Equipment Trainer Position
Action: Approve Hiring an Equipment Trainer Position

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commissioner

Brad Olson, Vice President

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Police and Fire

Commissioner

Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

City Administrator

Tina Fisk

Summary and Recommendation:

New Federal requirements for obtaining a Commercial Driving license went into effect on February 4th. Now anyone who is trying to obtain a CDL will be required take a theory course and up to 40 hours of behind the wheel training. Current cost estimates are around \$6,000 per person for the theory course. In addition to this we would also need to pay their wages and benefits while they train behind the wheel with a school trainer. This would bring the total potential cost per employee to approximately \$7,200. The last few years we have averaged 12 employees per year needing to acquire a CDL license. This creates an average cost of training of \$86,400 per year. With the current hiring circumstances, it is not possible to only hire individuals that currently hold a CDL.

Because of these increased requirements and their associated cost, I feel that creating an Equipment Trainer Position would be the best and most cost-effective solution.

This employee would report to the Public Works Operations Manager. They would also work with our Safety Coordinator to ensure that we would be compliant with all State and Federal regulations. The Equipment Trainer would handle all the new CDL training requirements. The purpose for this position is to save money by keeping the employees in house while training and performing the behind the wheel training. Allowing them to work in their position while learning. When Equipment trainer is not actively training staff they would fill in for whichever department may need additional assistance.

Currently we will be hiring two new employees that may not have a CDL. We also have 2 current employees that need to go through this process before they can get a CDL license. For the reasons stated I am requesting we will hire this position in 2022. Creating this position would be the most cost-effective solution to this new federal requirement. This was not discussed during the

budget process last year because at the time the federal government wasn't clear on how they would implement this regulation or when.

Financial Analysis:

We worked with HR in creating the job description and it was sent to our rating service to be position graded. The estimated total cost for this position this year would be \$78,000 (salary and benefits). Funding for this position would come from the Street, Water, Sewer and Sanitation departments as this person would train individuals from all departments.

Process/Timeline:

If approved we would post this position in the next few weeks.
