



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes – June 6, 2022 (Pages 3-6)
- E. Building Permits (Pages 7-9)

Consent Agenda - Approve the Following:

- a. Bills (Pages 10-21)
- b. Final Plat Approval of Boulevard Square Addition (Pages 22-28)
- c. CO: Corridor Overlay District Site and Building Plan Review for Mixed Use Building at 3255 6th Street West and 661 32nd Avenue West (Proposed 3252 6th Street West; Lot 1, Block 1 of Eagle Run Plaza 13th Addition), City of West Fargo North Dakota (Pages 29-43)
- d. Resolution Releasing Restrictive Covenants for Meadow Brook Park Subdivision (Pages 44-54)
- e. Gaming Site Authorization for West Fargo Events Inc from July 1, 2022 to June 30, 2023 at Spicy Pie at 745 31st Ave E #110 (Pages 55-56)
- f. Gaming Site Authorization for West Fargo Events Inc from July 1, 2022 to June 30, 2023 at Bar Down at 3150 Sheyenne St (Pages 57-58)
- g. Games of Chance for Blessed Sacrament Catholic Church from June 7, 2022 to June 25, 2022 at Blessed Sacrament Catholic Church at 3330 Sheyenne St, Suite 116 (Page 59)

Regular Agenda

- 1. Appointment of Trent Barkus as the West Fargo Municipal Judge
- 2. Public Safety Sales Tax Ballot and Ordinance (Pages 60-64)
Paul Diedrich (request to speak)
- 3. Public Hearing MIDCO Franchise Agreement - Brett Steele, Director of Field Operations MIDCO (Pages 65-75)
- 4. Screening on South Side of City Hall Parking Lot - Duane Hanson
- 5. Grant Approval for Conditional Use of Firearms within the City of West Fargo
- Denis Otterness, Chief of Police (Pages 76-77)
- 6. Final Approval of Pansy Plants Enterprise Grant - Aaron Nelson, Planning and Zoning Director (Pages 78-139)
- 7. Final Approval of Sisufab LLC Enterprise Grant - Aaron Nelson, Planning and Zoning Director (Pages 140-175)

- ~~8. Final Approval of Restad Properties LLC Renaissance Zone Incentive – Aaron Nelson, Planning and Zoning Director (Pages 176-193) (This item has been removed from the agenda.)~~
9. Project No. 2262 (Concrete Pavement Repair) (Pages 194-200)
 - Create Project, Approve Engineer's Report, Authorize purchase of equipment, and Direct Plans and Specs
10. Presentation of the West Fargo Public Library 2021 Annual Report and Introduce Betty Adams, Library Director - Kirsten Henagin, Adult Services Manager (Page 201)
11. Joint Powers Agreement with West Fargo Public School District regarding P3 development (Pages 202-215)
12. Reschedule or cancel the Tuesday, July 5th West Fargo City Commission meeting
13. City Administrator's Report - Tina Fisk, City Administrator
 - a. Sheyenne Diversion Update - Matt Andvik, Public Works Director
 - b. Lagoon Decommissioning Update - Matt Andvik, Public Works Director
14. Correspondence
15. Non-Agenda Items
16. Adjourn



West Fargo City Commission Meeting
Monday, June 6, 2022
Commission Chambers 5:30 PM

The West Fargo City Commission met on Monday, June 6, 2022, at 5:30 pm. Those present were Commissioners Bernie Dardis, Brad Olson, Mark Simmons and Mandy George. Commissioner Eric Gjerdevig 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 Simmons seconded to approve the order of the agenda as distributed. No opposition. Motion carried.

Commissioner George moved and Commissioner Olson seconded to approve the minutes of May 16, 2022 as distributed. No opposition. Motion carried.

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

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

- a. Bills (Pages 12-23)
- b. Games of Chance for Veterans Warrior Foundation 5013c Charity on August 18, 2022 at West Fargo VFW at 444 Sheyenne St Suite 101 (Page 24)
- c. Games of Chance for Roses for Ella Ride from June 7, 2022 to June 25, 2022 at Traditions Restaurant & Bar at 3330 Sheyenne St, Suite 116 (Page 25)
- d. Gaming Site Authorization for West Fargo Hockey Association from July 1, 2022 to June 30, 2023 at Hooligans at 509 32nd Ave W (Pages 26-27)
- e. Gaming Site Authorization for West Fargo Hockey Association from July 1, 2022 to June 30, 2023 at M&J Saloon at 817 Main Ave W (Pages 28-29)
- f. Gaming Site Authorization for West Fargo Hockey Association from July 1, 2022 to June 30, 2023 at Traditions Restaurant & Bar at 333 Sheyenne St #116 (Pages 30-31)
- g. Gaming Site Authorization for West Fargo Hockey Association from July 1, 2022 to June 30, 2023 at Rookies Sports Bar at 715 13th Ave E (Pages 32-33)
- h. Gaming Site Authorization for West Fargo Hockey Association from July 1, 2022 to June 30, 2023 at Pubwest at 3140 Bluestem Dr (Pages 34-35)
- i. Gaming Site Authorization for West Fargo Hockey Association from July 1, 2022 to June 30, 2023 at Blarney Stone Pub at 1910 9th St E (Pages 36-37)
- j. Improvement District 1337 – Wilds 21st Addition (Pages 38-41)
 - Adopt Resolution Approving Contract and Contractor's Bond
- k. Application for Appropriation from Civil Asset Forfeiture Fund (Page 42)
- l. Resolution to Approve Addition of Antennas for Commercial Wireless Telecommunication on Existing Tower at 4331 81 St S, Mapleton, ND (Pages 43-53)
- m. Appointment of Aleya Leibfried to the Planning & Zoning Commission (Page 54)
- n. Reappointment of Melissa Richard, Communication Director to the Fargo-Moorhead Convention & Visitors Bureau
- o. Resolutions terminating Butler and Sterling TIF Districts - Jim Larson, Finance Director (Pages 55-65)

No opposition. Motion carried.



West Fargo City Commission Meeting
Monday, June 6, 2022
Commission Chambers 5:30 PM

Tina Fisk, City Administrator appeared before the Commission for approval of appointing Dan Hanson as the West Fargo City Engineer, effective June 20, 2022, contingent upon successful results of his Pre-Employment Screenings. Following discussion, Commissioner Olson moved and Commissioner Simmons seconded to approve appointing Dan Hanson as West Fargo City Engineer, effective June 20, 2022. No opposition, Motion carried.

Duane Hanson of 407 7th St E, West Fargo appeared before the Commission to discuss screening on the south side of the City Hall parking lot. Following discussion, the Commission agreed that Duane was going to come back to the Commission once he had discussions with his neighbors.

Cody Cashman, Executive Director of the Red River Valley Fair appeared before the Commission to discuss expansion of the campground facilities at the Red River Valley Fairgrounds. Following discussion, Commissioner Simmons moved and Commissioner George moved to have Mr. Cashman have two public meetings in regards to the expansion of the campgrounds and then bring it back after discussing with City staff. No opposition. Motion carried.

Aaron Nelson, Planning and Zoning Director appeared before the Commission for the Public Hearing, Second Reading and Final Plat approval of the proposed Grant Addition rezoning from A: Agricultural to R2: Limited Multiple Dwellings at 7802 52nd Avenue West. Following discussion, Commissioner Simmons moved and Commissioner George seconded to approve the Second Reading and Final Plat approval of the proposed Grant Addition rezoning from A: Agricultural to R2: Limited Multiple Dwellings at 7802 52nd Avenue West. No opposition. Motion carried.

Lisa Sankey, City Planner appeared before the Commission for the approval of a Conditional Use Permit to allow for illuminated signs facing residential districts as per section 4-460.7.14 of the General Sign Provisions within the Westview 4th Addition. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the Conditional Use Permit to allow for illuminated signs facing residential districts as per section 4-460.7.14 of the General Sign Provisions within the Westview 4th Addition, with the condition that the sign is not on from 10:00 PM to 6:00 AM. No opposition. Motion carried.

Lisa Sankey, City Planner appeared before the Commission for the approval the Eagle Run Plaza 13th Addition, Final Plat Approval and Conditional Use Permit to allow for Multiple Dwellings in a C: Light Commercial Zoning District at 3255 6th St W & 661 32nd Ave W. Following discussion, Commissioner George moved and Commissioner Olson seconded to approve the Eagle Run Plaza 13th Addition, Final Plat Approval and Conditional Use Permit to allow for Multiple Dwellings in a C: Light Commercial Zoning District at 3255 6th St W & 661 32nd Ave W. No opposition. Motion carried.



West Fargo City Commission Meeting
Monday, June 6, 2022
Commission Chambers 5:30 PM

Lisa Sankey, City Planner appeared before the Commission for the approval the Second Reading & Final Plat Approval – Proposed North Pond at the Preserve 15th Addition Rezoning from C-OP: Commercial Office Park to C: Light Commercial at 350 23rd Avenue East (Lot 1, Block 1 of North Pond at the Preserve 2nd Addition). Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the Second Reading & Final Plat Approval – Proposed North Pond at the Preserve 15th Addition Rezoning from C-OP: Commercial Office Park to C: Light Commercial at 350 23rd Avenue East (Lot 1, Block 1 of North Pond at the Preserve 2nd Addition). Commissioner Simmons opposed. Motion carried.

Malachi Petersen, City Planner appeared before the Commission for the approval the Poplar River 1st Addition, a replat and Planned Unit Development Amendment for a proposed office building at 105 13th Ave E. Following discussion, Commissioner Olson moved and Commissioner Simmons seconded to approve the Poplar River 1st Addition, a replat and Planned Unit Development Amendment for a proposed office building at 105 13th Ave E. No opposition. Motion carried.

The meeting was adjourned for a five-minute break.

Cindy Gray, Executive Director of Fargo- Moorhead Metro COG appeared before the Commission to give a presentation on NDDOT Funding Proposal. Following discussion, Commissioner Olson moved and Commissioner George seconded to support the NDDOT Funding proposal as presented. No opposition. Motion carried.

John Shockley, City attorney appeared before the Commission for approval of the Resolution Directing Assessments to be Levied, adopting Resolutions for Improvement District 1315.2, 1331, 1332, and 1334. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the Resolution Directing Assessments to be Levied, adopting Resolutions for Improvement District 1315.2, 1331, 1332, and 1334. No opposition. Motion carried.

John Shockley, City Attorney appeared before the Commission for the First Reading of revised Special Assessment Policy. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the First Reading of the revised Special Assessment Policy. No opposition. Motion carried.

John Shockley, City Attorney appeared before the Commission for the update to Ordinance 1212 - Liquor Control Board Established. Following discussion, Commissioner Simmons moved and Commissioner George seconded to approve the update to Ordinance 1212 - Liquor Control Board Established. No opposition. Motion carried.

John Shockley, City Attorney appeared before the Commission for the review of draft ballot language and draft ordinance regarding half-cent sales tax increase for the Police and Fire Department. Following discussion, Commissioners agreed to direct the City Attorney to bring the ordinance and ballot back with their suggestions.



West Fargo City Commission Meeting
Monday, June 6, 2022
Commission Chambers 5:30 PM

Tina Fisk, City Administrator City Administrator Report:

- a. Cruise Night is Thursday, June 16th at 4:30 PM
- b. Street Fair is Saturday, June 18th from 10:00 AM to 3:00 PM
- c. Eggs and Issues is Tuesday morning at 8:00 AM in Moorhead

The correspondence were passed out to each Commissioner.

In regards to non-agenda items, Commissioner George brought forth the possibility of having a public meeting in regards to childcare. Commissioner Olson brought forth the Cost of Living adjustments for City staff, that were brought to the Commissioners at a prior meeting and suggested to move it from 2% to 4%. All Commissioners agreed.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned at 8:02 PM.

Bernie Dardis, Commission President

Tina Fisk, City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
6/20/2022**

	AS OF 6/10/2022			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				4		\$ 2,542,790.00
RESIDENTIAL DWELLING	7	7	\$ 2,293,900.00	72	72	\$ 31,689,757.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC				2		\$ 17,717,265.00
CHURCH						
ACCESSORY	11		\$ 137,781.00	73		\$ 2,278,351.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	1		\$ 25,000.00	32		\$ 12,139,307.00
RESIDENTIAL	3		\$ 65,267.00	55		\$ 1,866,414.00
PUBLIC	1		\$ 197,500.00	2		\$ 3,467,830.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION				2		\$ 164,000.00
MOVE						
PERMIT CANCELLATION	1		\$ (530,000.00)	1		\$ (530,000.00)
TOTALS	22	7	\$ 2,189,448.00	241	72	\$ 71,335,714.00

WEST FARGO CITY COMMISSION MEETING

1 of 2

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
220277	Titan Homes	4810 11th Street West	Titan Homes	\$ (530,000.00)	Permit Cancelled - Residential Dwelling
220521	Designer Homes	5134 11th Street West	Westport Investments LLC	\$ 250,000.00	Residential Dwelling
220536	Jordahl Custom Homes	882 60th Avenue West	Westport Investments LLC	\$ 250,000.00	Residential Dwelling
220542	Kayla Walter	3623 12th Street West	Kaya Walter	\$ 8,000.00	Accessory - Deck
220533	Jamison Boyer	1608 14th Street East	Jamison Boyer	\$ 5,000.00	Accessory - Deck
220530	Epic Companies	3140 Bluestem Drive	Boulevard Square II LLC	\$ 25,000.00	Remodel - Commercial - Remodel Existing Tenant Space for Office
220545	Steven Wahler, ETAL	5514 8th Street West	Steven Wahler	\$ 20,267.00	Remodel - Residential - Lower Level Finish
220556	Five Hole Construction	714 30th Terrace East	Andrew Zetocha	\$ 30,000.00	Remodel - Residential - Lower Level Finish
220526	Meridian Commercial Construction	801 9th Street East	West Fargo Park District	\$ 197,500.00	Remodel - Commercial - Teacher's Lounge & Food Service Office Suite
220560	Ben & Medora Roehl	1408 River Street	Ben & Medora Roehl	\$ 15,000.00	Accessory - Deck
220535	Tad Schmidt	837 10 1/2 Avenue West	Tad Schmidt	\$ 1,176.00	Accessory - Deck
220562	Jason Erickson	5228 11th Street West	Jason Erickson	\$ 7,500.00	Accessory - Deck
220532	Keith Knoke	2016 Ann Street	Keith Knoke	\$ 70,000.00	Accessory - Detached Garage
220567	Precision Concrete Cutters	806 6th Street West	Mark & Ranae Larson	\$ 15,000.00	Remodel - Residential - Install push piers
220569	Dabbert Custom Homes	1118 Legion Lane West	Dabbert Custom Homes	\$ 316,900.00	Residential Dwelling
220571	Jordahl Custom Homes	853 60th Avenue West	Jordahl Custom Homes	\$ 310,000.00	Residential Dwelling
220575	Manda & Martin O'Bryant	2111 Allison Lane West	Manda & Martin O'Bryant	\$ 3,000.00	Accessory - Deck
220570	Jordahl Custom Homes	865 60th Avenue West	Jordahl Custom Homes	\$ 245,000.00	Residential Dwelling
220578	Mark & Alysia Honzay	1013 Wildflower Lane West	Mark & Alysia Honzay	\$ 12,105.00	Accessory - Pergola
220589	Build Right Inc.	5231 11th Street West	Craig & Nancy Smith	\$ 6,000.00	Accessory - Deck
220591	Neil & Brenda Krueger	2512 10th Street West	Neil & Brenda Krueger	\$ 7,000.00	Accessory - Pool

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
220595	Dean Skaflen	330 31st Avenue NW	Dean Skaflen	\$ 3,000.00	Accessory - Deck
220597	Heritage Homes	692 Rania Way West	Heritage Homes	\$ 481,000.00	Residential Dwelling
220593	Krueger Construction	1224 Commander Drive West	Krueger Construction	\$ 441,000.00	Residential Dwelling

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Check Register
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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102838	S	274 STEVE MOTTINGER	5000.00	06/01/22			
102839	S	4424 DAVE HERZOG	700.00	06/01/22		CL 103816	5000.00
102840	S	2377 DAVID SAPP	521.56	06/02/22		CL 103877	700.00
102841	S	3526 JOHN NEEB	946.13	06/02/22		CL 103912	521.56
102842	S	3524 TRAVIS OLSON	1429.30	06/02/22		CL 103914	946.13
102843	S	3549 WEX	2560.47	06/03/22		CL 103913	1429.30
102844	S	4430 JADYN LEISETH	1266.76	06/03/22		CL 103970	2560.47
102845	S	3639 3X GEAR LLC	480.00	06/07/22		CL 104003	1266.76
102846	S	289 ACME TOOLS	5380.31	06/07/22		CL 103986	480.00
						CL 103708	160.51
						CL 103730	828.27
						CL 103764	226.01
						CL 103795	267.28
						CL 103836	418.81
						CL 103867	861.39
						CL 103884	1268.10
						CL 103966	1349.94
102847	S	3514 AIRE SERV	611.48	06/07/22		CL 103987	611.48
102848	S	999999 AJA DAVIS	300.00	06/07/22		CL 103782	300.00
102849	S	3766 ALERT-ALL CORP	225.00	06/07/22		CL 103988	225.00
102850	S	4103 ALTERATIONS BY L	342.83	06/07/22		CL 103894	342.83
102851	S	3490 AMAZON CAPITAL SERVICES	4686.96	06/07/22		CL 103715	158.80
						CL 103785	89.97
						CL 103793	756.60
						CL 103803	73.98
						CL 103880	2825.53
						CL 103919	227.98
						CL 103958	95.96
						CL 103961	62.97
						CL 104008	395.17
102852	S	3270 Aqua Lawn & Landscaping	4861.22	06/07/22		CL 103781	4861.22
102853	S	2931 AUTO VALUE PARTS STORES	667.26	06/07/22		CL 103682	469.94
						CL 103761	55.41
						CL 103819	66.03
						CL 103926	75.88

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102854	S	4426 BACHMAN'S	10738.00	06/07/22			
						CL 103968	10738.00
102855	S	1695 BAKER & TAYLOR	6132.16	06/07/22			
						CL 103879	6132.16
102856	S	3469 BENCO EQUIPMENT - WEST FARGO	5995.00	06/07/22			
						CL 103949	5995.00
102857	S	3273 BERNIE DARDIS	86.88	06/07/22			
						CL 104039	86.88
102858	S	36 BERT'S TRUCK EQUIPMENT	30.90	06/07/22			
						CL 103831	30.90
102859	S	999999 BETH WEST	39.37	06/07/22			
						CL 103813	39.37
102860	S	1127 BIERSCHBACH EQUIPMENT & SUPPLY	4545.00	06/07/22			
						CL 103738	4545.00
102861	S	4421 BRANDON NELSON	850.42	06/07/22			
						CL 103858	850.42
102862	S	73 BRAUN INTERTEC	300.00	06/07/22			
						CL 104024	300.00
102863	S	652 BRENCO CORPORATION	35.00	06/07/22			
						CL 103977	35.00
102864	S	3892 BURGGRAF'S ACE FARGO WEST	233.15	06/07/22			
						CL 104010	233.15
102865	S	351 BUSINESS ESSENTIALS	1902.46	06/07/22			
						CL 103817	178.68
						CL 103853	534.10
						CL 103921	84.70
						CL 103937	321.54
						CL 104017	783.44
102866	S	39 BUTLER MACHINERY	437.40	06/07/22			
						CL 103717	437.40
102867	S	1403 CAPITAL ONE TRADE CREDIT	1122.06	06/07/22			
						CL 103825	923.86
						CL 103866	79.96
						CL 103963	118.24
102868	S	999999 CARY HAUTH	300.00	06/07/22			
						CL 103810	300.00
102869	S	61 CASS COUNTY FINANCE	4255.38	06/07/22			
						CL 103886	4255.38
102870	S	46 CASS RURAL WATER USERS	31.36	06/07/22			
						CL 103933	31.36
102871	S	1512 CDW GOVERNMENT, INC	2062.44	06/07/22			
						CL 103807	408.93
						CL 103899	1653.51
102872	S	4108 CED	5648.81	06/07/22			
						CL 103680	4932.00
						CL 103724	447.41
						CL 103823	269.40

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102873	S	1623 CENGAGE GALE	77.06	06/07/22			
102874	S	2875 CENTRAL LANDSCAPE SUPPLY INC	305.20	06/07/22		CL 103855	77.06
102875	S	3216 CINTAS	280.02	06/07/22		CL 103727	305.20
102876	S	111 CITY OF FARGO	134263.43	06/07/22		CL 103726	140.01
						CL 103953	140.01
						CL 103681	26664.67
						CL 103833	88.00
						CL 103852	51224.87
						CL 103911	55725.89
						CL 103972	560.00
102877	S	999999 CITY OF WEST FARGO	73.00	06/07/22		CL 103815	73.00
102878	S	1904 CODE 4 SERVICES, INC	744.80	06/07/22		CL 103892	744.80
102879	S	133 COLE PAPER	981.36	06/07/22		CL 103734	171.06
102880	S	3245 CORE & MAIN	5472.04	06/07/22		CL 103821	810.30
						CL 103702	216.33
						CL 103728	997.83
						CL 103845	807.96
						CL 103849	3449.92
102881	S	47 CORWIN CHRYSLER	401.35	06/07/22		CL 103683	401.35
102882	S	60 CROSSCOUNTRY FREIGHT SOLUTIONS	292.14	06/07/22		CL 103864	292.14
102883	S	662 CUSTOM GRAPHICS, INC	259.30	06/07/22		CL 103713	259.30
102884	S	1675 DAKOTA FLUID POWER, INC	150.51	06/07/22		CL 103839	150.51
102885	S	79 DAKOTA HOSE & EQUIP	4.98	06/07/22		CL 103827	4.98
102886	S	4428 DAKOTA REFRIGERATION, INC.	5400.00	06/07/22		CL 103947	5400.00
102887	S	87 DAKOTA TIRE	1213.88	06/07/22		CL 103989	1213.88
102888	S	856 DAVE'S WEST FARGO TIRE	1128.27	06/07/22		CL 103695	209.51
						CL 103885	918.76
102889	S	3767 DENIS OTTERNESS	63.00	06/07/22		CL 103690	63.00
102890	S	4419 DOWNTOWN FARGO BID	4549.31	06/07/22		CL 103818	4549.31
102891	S	2225 DTN, LLC	421.70	06/07/22		CL 103722	421.70

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102892	S	2100 EAGLE RUN CROSSING LLC	446.51	06/07/22		CL 103974	446.51
102893	S	4049 EAPC ARCHITECTS ENGINEERS	24300.00	06/07/22		CL 103990	24300.00
102894	S	1502 EIDE BAILLY	18216.50	06/07/22		CL 103959	17600.00
						CL 104020	616.50
102895	S	1841 EMERGENCY AUTOMOTIVE TECHNOLOGIES, INC	3696.00	06/07/22		CL 103731	3696.00
102896	S	877 ENVIRONMENTAL TOXICITY CONTROL INC.	935.00	06/07/22		CL 103725	935.00
102897	S	2862 ESSENTIA HEALTH	2968.00	06/07/22		CL 103676	1014.00
						CL 103686	786.00
						CL 103991	1168.00
102898	S	140 F-M AMBULANCE SERVICE	277.50	06/07/22		CL 104012	277.50
102899	S	660 FARGO FREIGHTLINER	1119.41	06/07/22		CL 103720	320.69
						CL 103769	677.20
						CL 103822	19.40
						CL 103952	102.12
102900	S	979 FARGO LINE-X	85.00	06/07/22		CL 103712	85.00
102901	S	1648 FARSTAD OIL, INC	749.58	06/07/22		CL 103719	749.58
102902	S	151 FEDERAL EXPRESS	58.40	06/07/22		CL 103685	58.40
102903	S	3792 FERGUSON ENTERPRISES LLC 1657	33.49	06/07/22		CL 103736	33.49
102904	S	4355 FINDAWAY WORLD LLC	669.96	06/07/22		CL 103746	669.96
102905	S	3347 FIRST INTERNATIONAL INSURANCE	22428.00	06/07/22		CL 103777	22312.00
						CL 103809	116.00
102906	S	145 FM EXHAUST & BRAKE CO	207.98	06/07/22		CL 103830	207.98
102907	S	1593 FRONTIER PRECISION, INC	376.12	06/07/22		CL 103780	376.12
102908	S	139 FRS WORKS	111.70	06/07/22		CL 103856	84.45
						CL 103906	27.25
102909	S	155 GALLS, LLC	21814.98	06/07/22		CL 103698	17438.29
						CL 103907	3566.21
						CL 103992	810.48
102910	S	93 GATEWAY CHEVROLET	32.78	06/07/22		CL 103837	3.43
						CL 103971	29.35

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102911	S	1579 GLENN'S BODY REPAIR INC	1733.15	06/07/22		CL 103873	1733.15
102912	S	999999 GOLDMARK PROPERTY MANAGEMENT	203.99	06/07/22		CL 103956	203.99
102913	S	999999 GOLDMARK PROPERTY MANAGEMENT	4228.96	06/07/22		CL 103969	4228.96
102914	S	556 GRAINGER, INC.	379.65	06/07/22		CL 103799	379.65
102915	S	3534 GRAND FORKS FIRE EQUIPMENT LLC	578.06	06/07/22		CL 103993	578.06
102916	S	2234 GRAND FORKS PUBLIC LIBRARY	17.00	06/07/22		CL 103772	17.00
102917	S	2877 GREATAMERICA FINANCIAL SERVICES	442.89	06/07/22		CL 103773	442.89
102918	S	2318 HABERDASHERY	173.99	06/07/22		CL 103802	173.99
102919	S	4431 HALI-BRITE INC	10042.06	06/07/22		CL 104023	10042.06
102920	S	2713 HAMPTON INN & SUITES	86.40	06/07/22		CL 103898	86.40
102921	S	1339 HANCOCK CONCRETE PRODUCTS CO, INC	755.20	06/07/22		CL 103869	755.20
102922	S	135 HAWKINS WTR TREATMENT	12751.93	06/07/22		CL 103965	12751.93
102923	S	4041 HB SOUND & LIGHT	773.20	06/07/22		CL 103890	773.20
102924	S	3557 HESI	87.00	06/07/22		CL 103996	87.00
102925	S	3593 HOLIDAY COMPANIES	300.00	06/07/22		CL 103887	300.00
102926	S	1226 HP INC.	5216.00	06/07/22		CL 103786	5216.00
102927	S	358 HUBERT OYE-SONS CONST.	1690.75	06/07/22		CL 103700	340.75
						CL 103824	1350.00
102928	S	4038 IACA	25.00	06/07/22		CL 103888	25.00
102929	S	4429 IACP IDTS CONFERENCE	575.00	06/07/22		CL 103983	575.00
102930	S	212 IMPACT ADZ	150.00	06/07/22		CL 103941	150.00
102931	S	211 INTERSTATE BATTERIES	258.08	06/07/22		CL 103706	69.09
						CL 103735	103.04
						CL 103838	85.95
102932	S	233 J & L SPORTS	14.00	06/07/22		CL 103835	14.00

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102933	S	811 JASON ANDERSON	1331.12	06/07/22		CL 103697	1206.12
						CL 103893	125.00
102934	S	999999 JAYSON KUZNIA	2861.00	06/07/22		CL 103944	2861.00
102935	S	2798 JOHNSON CONTROLS	20261.92	06/07/22		CL 103742	8401.92
						CL 103948	11860.00
102936	S	999999 JOSH GRIFFIN	190.00	06/07/22		CL 103673	190.00
102937	S	4427 K9 GUARDIAN INC	213.00	06/07/22		CL 103943	213.00
102938	S	999999 KERI EHLIS	190.00	06/07/22		CL 103812	190.00
102939	S	4423 KEVIN OPDAHL	2850.00	06/07/22		CL 103874	2850.00
102940	S	999999 KIMBERLY NAPLIN	300.00	06/07/22		CL 103672	300.00
102941	S	693 KPH, INC	586043.89	06/07/22		CL 103711	586043.89
102942	S	260 LAR'S BODY SHOP	6130.55	06/07/22		CL 103985	6130.55
102943	S	277 LARSONS WELDING/MACHINE	534.38	06/07/22		CL 103920	534.38
102944	S	999999 LEE ERICKSON	150.00	06/07/22		CL 104040	150.00
102945	S	3853 LEVI NESVOLD	120.00	06/07/22		CL 104007	120.00
102946	S	3066 LITTLE FALLS MACHINE INC	3011.68	06/07/22		CL 103875	3011.68
102947	S	3418 LOFFLER	356.00	06/07/22		CL 103930	356.00
102948	S	3491 LOFFLER COMPANIES INC	155.35	06/07/22		CL 103787	155.35
102949	S	4415 LOGAN HOFSTEDT	116.99	06/07/22		CL 103688	116.99
102950	S	4425 LUKE SCHANY	200.00	06/07/22		CL 103896	200.00
102951	S	711 LUTHER FAMILY FORD	16.68	06/07/22		CL 103705	16.68
102952	S	3502 M&T FIRE AND SAFETY	1628.33	06/07/22		CL 103999	337.09
						CL 104021	1291.24
102953	S	4418 MAC TOOLS	230.46	06/07/22		CL 103796	230.46
102954	S	3304 MAC'S - FARGO	1179.23	06/07/22		CL 103797	537.24
						CL 103851	411.15
						CL 103868	230.84

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
102955	S	3536 MACQUEEN EMERGENCY	412.38	06/07/22		CL 104000	412.38
102956	S	2643 MARCO'S PIZZA	291.30	06/07/22		CL 103897	291.30
102957	S	299 MENARDS	2641.99	06/07/22		CL 103684	391.07
						CL 103701	151.97
						CL 103729	361.68
						CL 103759	465.46
						CL 103801	62.43
						CL 103820	160.95
						CL 103846	99.91
						CL 103876	60.96
						CL 103925	73.97
						CL 103940	99.98
						CL 103960	20.91
						CL 103998	69.86
						CL 104004	622.84
102958	S	323 METRO COG	950.00	06/07/22		CL 103675	950.00
102959	S	4420 MEYER GROUP ARCHITECTURE	9730.00	06/07/22		CL 103841	9730.00
102960	S	2766 MIDCONTINENT COMMUNICATIONS	672.30	06/07/22		CL 103903	305.84
						CL 104025	366.46
102961	S	102 MIDSTATES WIRELESS	4207.70	06/07/22		CL 103800	400.00
						CL 103860	3537.75
						CL 103900	174.95
						CL 104005	95.00
102962	S	1854 MIDWEST TAPE	1892.43	06/07/22		CL 103854	42.24
						CL 103909	1850.19
102963	S	772 MINNKOTA	48.00	06/07/22		CL 103687	48.00
102964	S	2711 MITCHELL1	2692.80	06/07/22		CL 103872	2692.80
102965	S	305 MOORE ENGINEERING INC	245396.48	06/07/22		CL 103814	4010.70
						CL 103848	241385.78
102966	S	688 MOTOROLA SOLUTIONS, INC	5853.60	06/07/22		CL 104006	5853.60
102967	S	298 MVTL LABORATORIES	1033.00	06/07/22		CL 103832	251.00
						CL 103865	531.00
						CL 103980	251.00
102968	S	695 NASRO	995.00	06/07/22		CL 103696	495.00
						CL 103881	500.00

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102969	S	4416 NAVIGATE360 LLC	749.00	06/07/22			
						CL 103692	749.00
102970	S	4322 ND DEPARTMENT OF ENVIRONMENTAL QUALITY	50.00	06/07/22			
						CL 103973	50.00
102971	S	333 ND MOTOR VEHICLE DEPT.	16.50	06/07/22			
						CL 103908	16.50
102972	S	2201 NDIRF	4000.00	06/07/22			
						CL 103997	4000.00
102973	S	911 NDPOA	40.00	06/07/22			
						CL 103904	40.00
102974	S	756 NELCO FIRST AID	202.90	06/07/22			
						CL 103863	202.90
102975	S	271 NETCENTER TECHNOLOGIES	2200.00	06/07/22			
						CL 103917	2200.00
102976	S	2261 NETWORK CENTER INCORPORATED	14852.00	06/07/22			
						CL 103918	14852.00
102977	S	2035 NORTH CENTRAL RENTAL & LEASING, LLC	30872.00	06/07/22			
						CL 103740	3072.00
						CL 103871	13900.00
						CL 103979	13900.00
102978	S	328 NORTHERN ENGINE & SUPPL	109.50	06/07/22			
						CL 103828	109.50
102979	S	331 NORTHERN STATES SUPPLY	79.74	06/07/22			
						CL 103714	79.74
102980	S	4417 NORTHERN STONE	1705.20	06/07/22			
						CL 103741	1705.20
102981	S	999999 NORTHERN STONE	201.00	06/07/22			
						CL 103783	201.00
102982	S	2889 NORTHLAND TRUCK SALES INC	282997.00	06/07/22			
						CL 103857	282997.00
102983	S	141 NORTHSTAR SAFETY, INC	41931.00	06/07/22			
						CL 104026	41931.00
102984	S	1715 NORTHWEST TIRE INC	211.48	06/07/22			
						CL 103723	184.08
						CL 103768	27.40
102985	S	322 NOVA FIRE PROTECTION	117.50	06/07/22			
						CL 103733	117.50
102986	S	753 O'DAY EQUIPMENT	365.00	06/07/22			
						CL 103934	365.00
102987	S	1774 O'REILLY AUTOMOTIVE STORES, INC	1752.80	06/07/22			
						CL 103707	120.89
						CL 103766	306.66
						CL 103829	790.24
						CL 103840	515.05
						CL 104009	19.96
102988	S	352 OK TIRE STORE - COM CTR	162.50	06/07/22			
						CL 103718	40.00
						CL 103798	122.50

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102989	S	399 OLYMPIC SALES	110.00	06/07/22			
						CL 103760	110.00
102990	S	631 ONE CALL CONCEPT INC	1090.90	06/07/22			
						CL 103964	1090.90
102991	S	276 OSTROMS ACE HARDWARE	542.28	06/07/22			
						CL 103704	16.99
						CL 103762	53.55
						CL 103794	19.56
						CL 103806	35.98
						CL 103862	19.67
						CL 103902	11.99
						CL 103922	31.99
						CL 103923	82.91
						CL 103967	18.58
						CL 103981	154.54
						CL 104011	96.52
102992	S	3277 OUT FRONT POWER EQUIPMENT	335.03	06/07/22			
						CL 103771	108.80
						CL 103792	155.18
						CL 103878	71.05
102993	S	999999 PAIGE NAYLOR	300.00	06/07/22			
						CL 103811	300.00
102994	S	673 PARSONS ELECTRIC	2875.00	06/07/22			
						CL 103946	2875.00
102995	S	914 PATRICK & CO.	758.07	06/07/22			
						CL 103942	758.07
102996	S	903 PETE NIELSEN	63.00	06/07/22			
						CL 103689	63.00
102997	S	563 PETRO SERVE USA	57600.57	06/07/22			
						CL 103883	2955.97
						CL 103976	4591.73
						CL 104015	49299.32
						CL 104022	753.55
102998	S	4034 PETRO SERVE USA #63	3716.61	06/07/22			
						CL 103975	3716.61
102999	S	1310 PETTYS CONSULTING, LLC	171.00	06/07/22			
						CL 103995	171.00
103000	S	360 PIONEER RIM/WHEEL	509.78	06/07/22			
						CL 103721	219.89
						CL 103954	289.89
103001	S	384 PITNEY BOWES GLOBAL FINANCIAL SERVICES L	1040.73	06/07/22			
						CL 103910	243.09
						CL 103924	398.82
						CL 103927	398.82
103002	S	3391 PPI CONSULTING LLC	950.00	06/07/22			
						CL 103694	475.00
						CL 103891	475.00

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
103003	S	1755 PRO SWEEP INC	450.00	06/07/22			
103004	S	1166 PRODUCTIVITY PLUS ACCOUNT	1220.00	06/07/22		CL 103710	450.00
						CL 103844	536.00
						CL 103870	684.00
103005	S	3261 PROJECT LIFESAVER INTERNATIONAL	950.00	06/07/22		CL 104018	950.00
103006	S	2982 RDO EQUIPMENT CO	348.33	06/07/22		CL 103716	108.43
						CL 103929	239.90
103007	S	3204 RECORD KEEPERS	49.00	06/07/22		CL 104028	49.00
103008	S	4412 ROBERT MUELLER	80.00	06/07/22		CL 103691	80.00
103009	S	454 SANITATION PRODUCTS	349.22	06/07/22		CL 103770	349.22
103010	S	450 SCHEELS	140.00	06/07/22		CL 104016	140.00
103011	S	999999 SCOTT AHLF	300.00	06/07/22		CL 103678	300.00
103012	S	4422 SHAWN SKARTVED	296.00	06/07/22		CL 103859	296.00
103013	S	459 SHERWIN WILLIAMS	444.36	06/07/22		CL 103982	444.36
103014	S	2885 SHORTPRINTER	417.42	06/07/22		CL 103905	417.42
103015	S	91 SIGN SOLUTIONS USA	5233.80	06/07/22		CL 103765	26.00
						CL 103957	89.26
						CL 104027	5118.54
103016	S	4354 SKINNER ROOFING	1500.00	06/07/22		CL 103737	1500.00
103017	S	465 SPARTAN STORES LLC	29.85	06/07/22		CL 103994	29.85
103018	S	2581 STALKER RADAR APPLIED CONCEPTS, INC	12320.00	06/07/22		CL 103901	12320.00
103019	S	88 STREICHER'S INC	3726.00	06/07/22		CL 103882	3726.00
103020	S	176 SUMMIT FIRE PROTECTION	2025.00	06/07/22		CL 103804	1825.00
						CL 103928	200.00
103021	S	733 SWANSTON EQUIPMENT CORP.	12700.00	06/07/22		CL 103842	1300.00
						CL 103850	11400.00
103022	S	2491 TEAM LABORATORY CHEMICAL, LLC	72450.00	06/07/22		CL 103861	72450.00
103023	S	3733 TIMECLOCK PLUS	600.00	06/07/22		CL 103677	600.00

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
103024	S	1062 TRACY HAUGEN	259.00	06/07/22			
103025	S	1285 TRAFFIC CONTROL CORPORATION	2894.00	06/07/22		CL 103895	259.00
						CL 103739	1440.00
						CL 103945	1454.00
103026	S	2951 TYLER TECHNOLOGIES, INC	394.55	06/07/22			
103027	S	2136 ULINE INC	839.54	06/07/22		CL 104019	394.55
						CL 103732	344.81
						CL 103978	494.73
103028	S	784 UNITED POWER EQUIPMENT	153.00	06/07/22			
103029	S	1346 VISTO'S TRAILER SALES	315.94	06/07/22		CL 104013	153.00
103030	S	544 WALLWORK TRUCK CENTER	1690.14	06/07/22		CL 103955	315.94
						CL 103703	127.09
						CL 103743	1195.32
						CL 103767	38.90
						CL 103843	27.52
						CL 103932	301.31
103031	S	576 WALMART COMMUNITY CARD	68.26	06/07/22			
103032	S	3306 WEST FARGO EVENTS, INC	33336.58	06/07/22		CL 103693	68.26
103033	S	2184 WEST SIDE STEEL	1101.78	06/07/22		CL 103936	33336.58
						CL 103709	523.93
						CL 103826	176.06
						CL 103951	401.79
103034	S	549 WF PUB SCHOOLS DIST #6	112.50	06/07/22			
103035	S	338 XCEL ENERGY	12893.44	06/07/22		CL 103747	112.50
						CL 103938	146.35
						CL 103939	1553.17
						CL 104014	10400.00
						CL 104029	43.06
						CL 104030	44.73
						CL 104031	90.67
						CL 104032	80.04
						CL 104033	79.96
						CL 104034	17.61
						CL 104035	198.54
						CL 104036	195.60
						CL 104037	26.62
						CL 104038	17.09
103036	S	582 ZEP MANUFACTURING	818.40	06/07/22			
						CL 103763	303.89
						CL 103834	514.51

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
103037	S	1741 LIBERTY BUSINESS SYSTEMS, INC	1064.35	06/08/22			
103038	S	2412 GARAAS LAW FIRM TRUST ACCOUNT	25708.00	06/09/22		CL 104041	1064.35
103039	S	51 CASS COUNTY ELECTRIC COOP	293.69	06/13/22		CL 101105	25708.00
103040	S	723 ND POST BOARD	45.00	06/14/22		CL 104109	293.69
						CL 104199	45.00
Total for Claim Checks			1924998.44				
Count for Claim Checks			203				

* denotes missing check number(s)

of Checks: 203 Total: 1924998.44

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 433-5376 DATE: May 27, 2022
3. AGENDA TITLE:
Consent Agenda - Final Plat Approval of Boulevard Square Addition.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Boulevard Square Addition, a replat
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Lot 3, Block 1 of South Pond at the Preserve 6th Addition (3156 Bluestem Drive),
City of West Fargo, North Dakota
5. ACTION BEING REQUESTED FROM CITY COMMISSION:
Final Plat Approval of Boulevard Square Addition.

STAFF REPORT

A22-9 REPLAT	
Boulevard Square Addition	
Lot 3, Block 1 of South Pond at the Preserve 6th Addition (3156 Bluestem Drive), City of West Fargo, North Dakota	
Owner: Boulevard Square III LLC Applicant: Blake Nybakken, Epic Companies	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	04/11/2022 - Approval
City Commission Final Approval:	06/20/2022

PURPOSE:

Replat property for sale and development.

STATEMENTS OF FACT:

Land Use Classification:	G-2 – Sub-Urban – Growth Sector
Existing Land Use:	Vacant/Apartment Building Under Construction
Current Zoning District(s):	PUD: Planned Unit Development
Zoning Overlay District(s):	CO: Corridor Overlay District
Proposed Lot size(s) or range:	48,349-49,403 ft ²
Total area size:	2.24 Acres
Adjacent Zoning Districts:	North – PUD: Planned Unit Development South – C: Light Commercial & R-2 Limited Multiple East – C: Light Commercial West – R-1: One & Two Family Dwellings
Adjacent street(s):	Bluestem Drive (Local); 7 th Street East (Local)
Adjacent Bike/Pedestrian Facilities:	Existing Sidewalk on Bluestem Drive (6')
Available Parks/Trail Facilities:	Maple Ridge Park within ½ mile, various other parks and trails within 1 mile
Park Dedication Requirements:	Provided with previous subdivision

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application and preliminary plat which consists of splitting a platted lot into two.
- When the property was platted and zoned to Planned Unit Development, Detailed Development Plans were submitted for a mixed use building. In October 2020, a PUD Amendment was approved for a 5-story, 11,048 square foot residential building with 24 underground parking spaces and 54 units (currently under construction). A second, 4-story, 10,000 square foot mixed use structure on the east was also proposed with 33 residential units and 24 underground parking spaces.
- The application indicated future plans for proposed Lot 2 may be revised. Any changes to the previously submitted Detailed Development Plans regarding the second building would require a PUD: Planned Unit Development Amendment or modification at a later date.
- The proposed replat does not affect any existing public easements or rights of way.

STAFF REPORT

NOTICES:

Sent to: Public Hearing in the Official Newspaper. Applicable agencies and departments

Comments Received:

- City Engineer indicated an updated drainage plan is not needed for this particular plat layout.

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

- The proposed application is consistent with the City plans and ordinances.

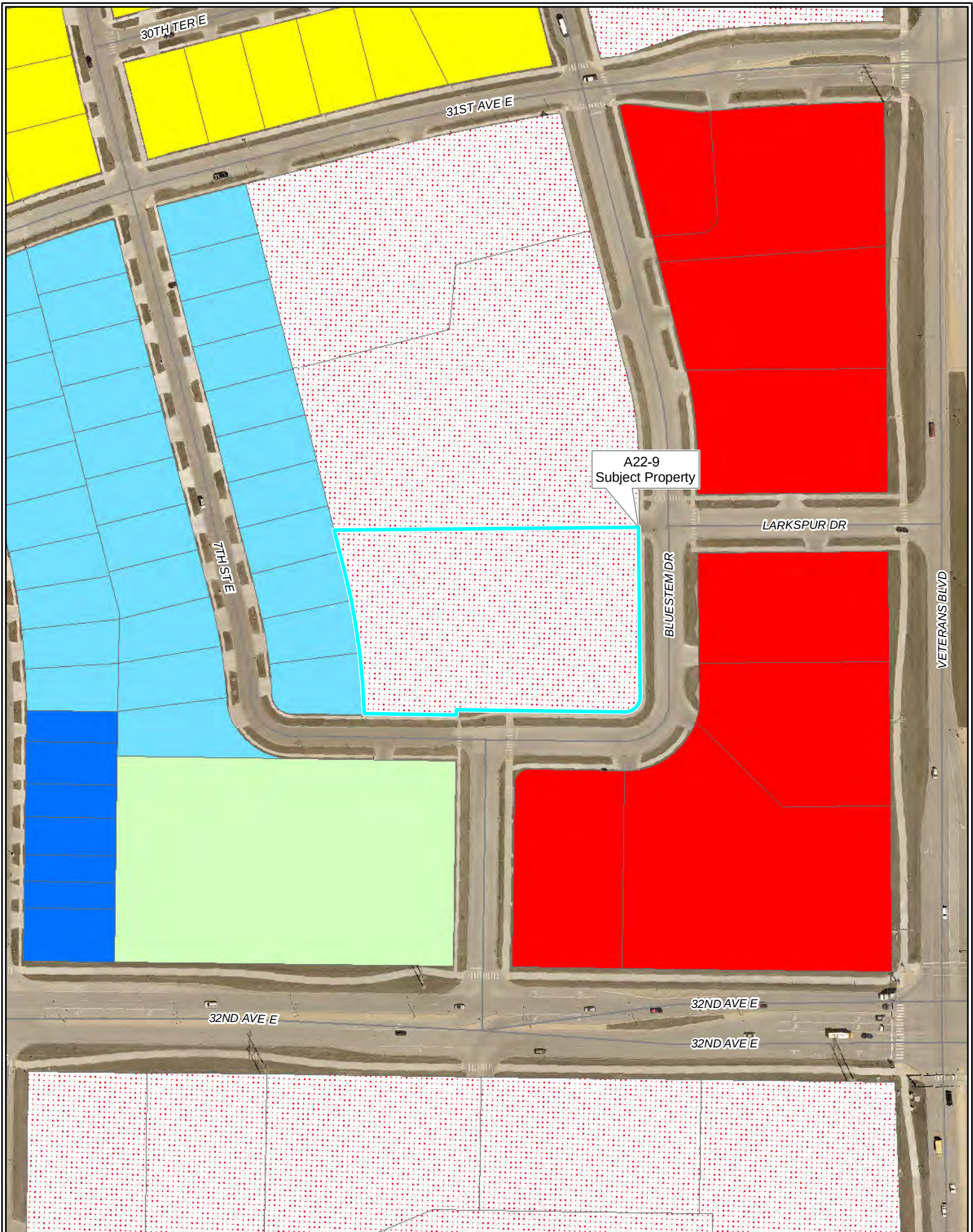
RECOMMENDATIONS:

It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances.

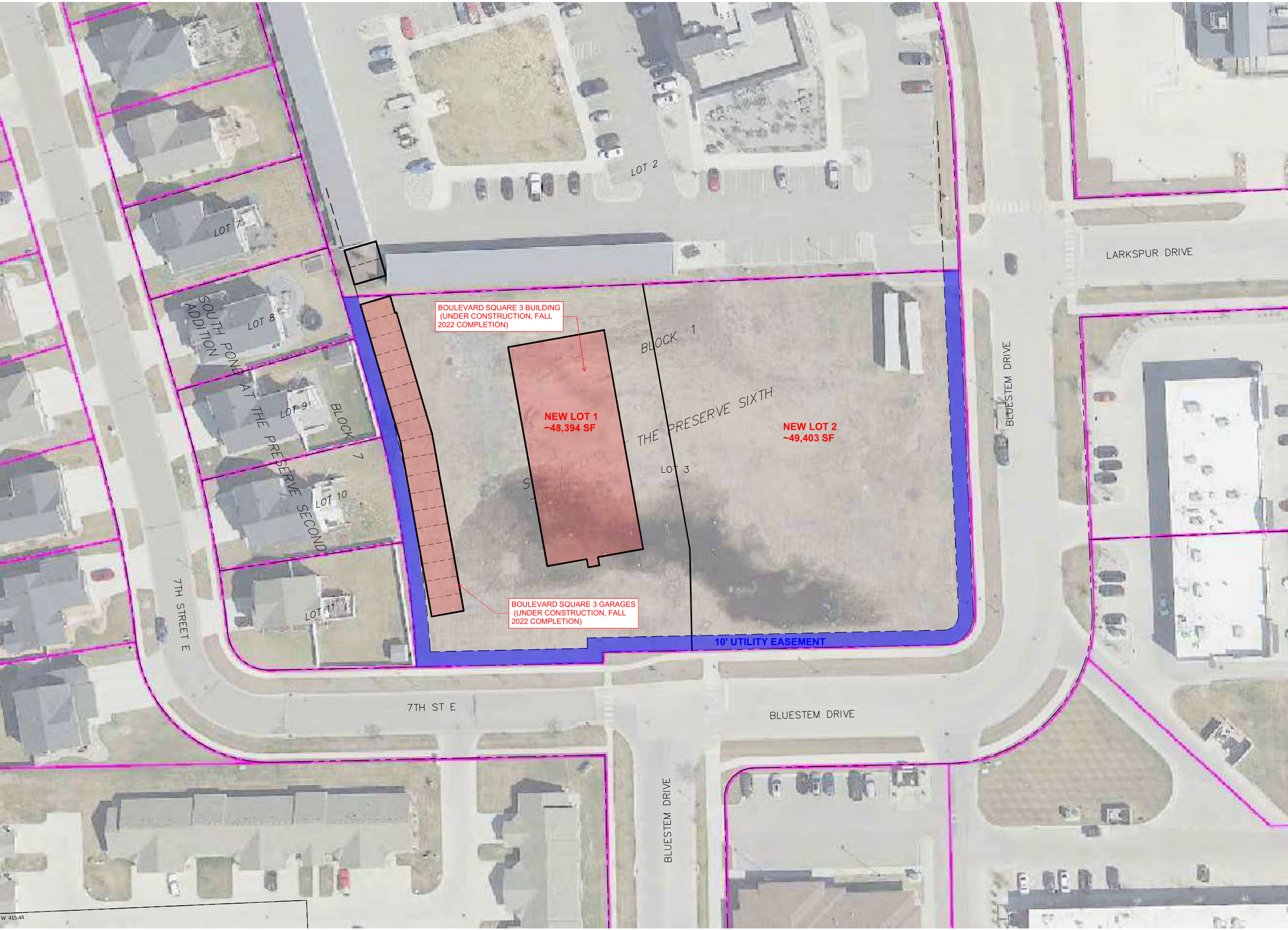
PLANNING AND ZONING RECOMMENDATION:

At their April 11, 2022 meeting, the Planning and Zoning Commission recommended approval of the proposed replat.

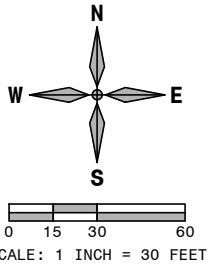




A22-9
Subject Property



W 415.44



**EPIC COMPANIES
BOULEVARD SQUARE
THREE**

FARGO, NORTH DAKOTA

NOT FOR CONSTRUCTION

MBN JOB #: 19-209 DATE: 2-11-22

PRELIMINARY REPLAT

BOULEVARD SQUARE ADDITION

TO THE CITY OF WEST FARGO, A REPLAT OF LOT 3, BLOCK 1, SOUTH POND AT THE PRESERVE SIXTH ADDITION
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

SURVEYOR'S CERTIFICATE

Joshua J. Nelson, being duly sworn, deposes and says that he is the Professional Land Surveyor who prepared and made the attached plat of "BOULEVARD SQUARE ADDITION" to the City of West Fargo, a replat of Lot 3, Block 1 of South Pond at The Preserve Sixth Addition to the City of West Fargo, Cass County, North Dakota; that said plat is a true and correct representation of the boundary survey; that all distances are correctly shown on said plat; that monuments have been placed in the ground as indicated for the guidance of future surveys and that said addition is described as follows, to wit:

All of Lot 3, Block 1 of South Pond at The Preserve Sixth Addition to the City of West Fargo, according to the recorded plat thereof on file and of record in the office of the recorder, Cass County, North Dakota.

Said tract contains 2.24 acres, more or less, and is subject to Easements, Reservations, Restrictions and Rights-of-Way of record, if any.

Joshua J. Nelson, PLS
Professional Land Surveyor
Registration No. LS-27292

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared, Joshua J. Nelson, Professional Land Surveyor, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Notary Public: _____

OWNER'S DEDICATION

We, the undersigned, do hereby certify that we are the owners of the land described in the plat of "BOULEVARD SQUARE ADDITION" to the City of West Fargo, a replat of Lot 3, Block 1 of South Pond at The Preserve Sixth Addition to the City of West Fargo, Cass County, North Dakota; that we have caused it to be platted into lots and blocks as shown by said plat and certificate of Joshua J. Nelson, Professional Land Surveyor, and that the description as shown in the certificate of the Professional Land Surveyor is correct. We hereby dedicate the utility easement shown on said plat to the use of the public.

Owner: Boulevard Square III, LLC
By: Amy Hass
Its: Chief Executive Officer

Amy Hass

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared Amy Hass, Chief Executive Officer, Boulevard Square III, LLC known to me to be the person described in and who executed the same of behalf of said limited liability company.

Notary Public: _____

Mortgage Holder: Western State Bank
By: Chad Cota
Its: VP/Business Banking Officer

Chad Cota

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared Chad Cota, VP/Business Banking Office, known to me to be the person described in and who executed the same of behalf of Western State Bank.

Notary Public: _____

WEST FARGO PLANNING COMMISSION APPROVAL

Approved by the City of West Fargo Planning Commission this ____ day of _____, 20____.

Joseph F. Kolb
Planning Commission Chair

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared Joseph F. Kolb, Planning Commission Chair, known to me to be the person described in and who executed the same as Planning Commission Chair.

Notary Public: _____

WEST FARGO CITY ENGINEER APPROVAL

This plat in the City of West Fargo is hereby approved this ____ day of _____, 20____.

Dustin T. Scott.
City Engineer

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared Dustin T. Scott, City Engineer, known to me to be the person described in and who executed the same as the City Engineer.

Notary Public: _____

WEST FARGO CITY ATTORNEY APPROVAL

I hereby certify that proper evidence of title has been examined by me and I approve this plat as to form and execution this ____ day of _____, 20____.

John T. Shockley
City Attorney

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared John T. Shockley, City Attorney, known to me to be the person described in and who executed the same as the City Attorney.

Notary Public: _____

WEST FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this day of _____, 20____.

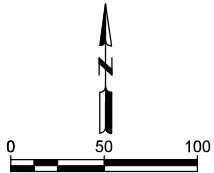
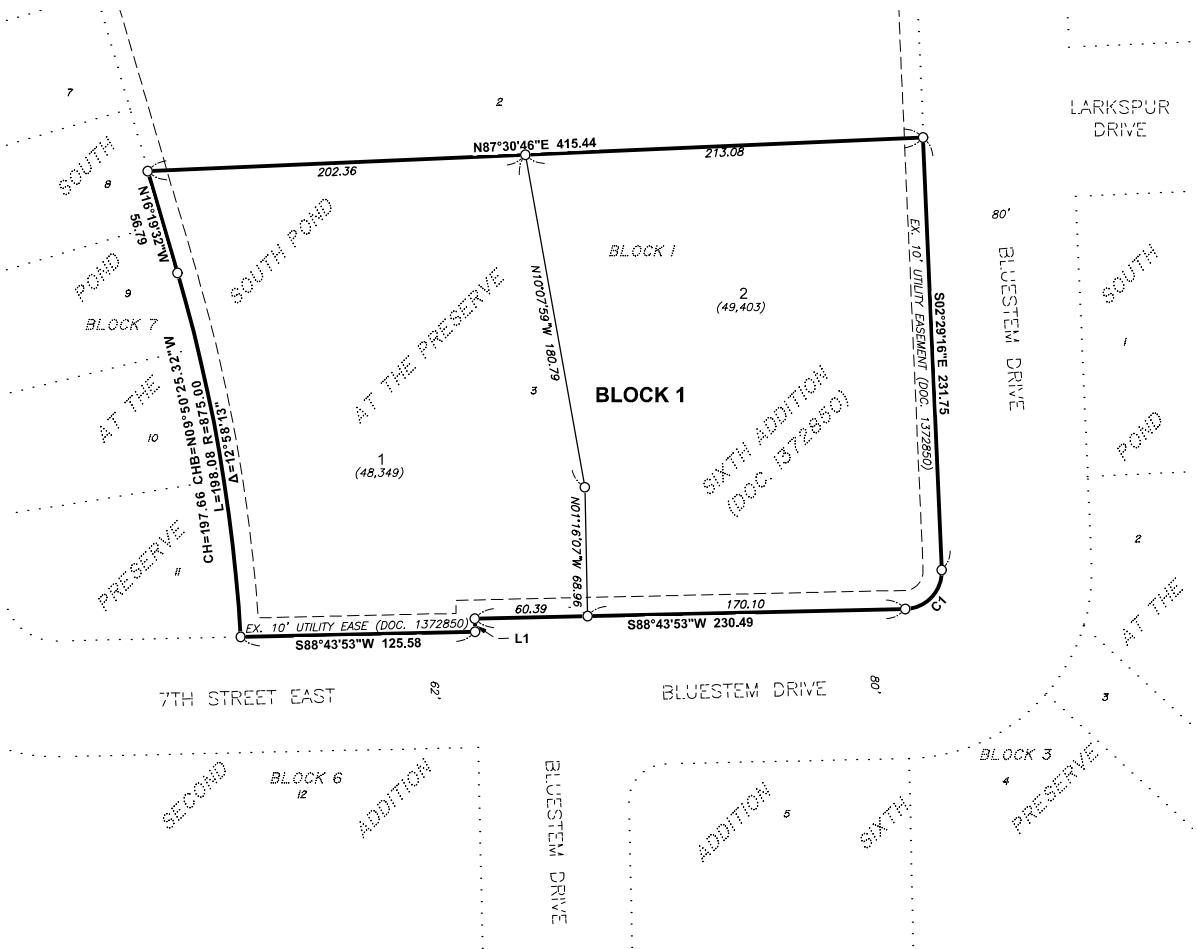
Bernie L. Dardis
President of the West Fargo City Commission

Attest: _____
Tina Fisk
City Auditor

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared Bernie L. Dardis, President, and Tina Fisk, City Auditor of the City of West Fargo, known to me to be the persons described in and who executed the same on behalf of the City of West Fargo.

Notary Public: _____



SCALE IN FEET
ORIENTATION OF BEARING IS
THE PLAT OF SOUTH POND AT THE PRESERVE
SIXTH ADDITION TO THE CITY OF WEST FARGO
ACCORDING TO THE RECORDED PLAT THEREOF
GROUND DISTANCES ARE U.S. SURVEY FEET

LEGEND

- SET 5/8" REBAR W/CAP LS-27292
- FOUND MONUMENT
- (5,000) PLAT LOT AREAS (SQUARE FEET)
- - - - - EXISTING PLATTED LINE
- - - - - EXISTING EASEMENT LINE
- ==== PLAT INTERIOR LOT LINES
- ===== PLAT OVERALL BOUNDARY

LINE TABLE		
#	DISTANCE	BEARING
L1	7.00	S01°16'07"E

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD DISTANCE	CHORD BEARING
C1	31.84	20.00	91°13'09"	28.58	N43°07'18"E

KPH, INC.
SURVEY
9530 39TH ST. S.
FARGO, ND 58104
701-499-7979

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5376 DATE: June 15, 2022
3. AGENDA TITLE:
CO: Corridor Overlay District Site and Building Plan Review for Mixed Use Building at 3255 6th Street West and 661 32nd Avenue West (Proposed 3252 6th Street West; Lot 1, Block 1 of Eagle Run Plaza 13th Addition), City of West Fargo North Dakota
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
CO: Corridor Overlay District Site and Building Plan Review and Approval. Prior to issuance of a building permit, plans must be approved by the City Commission
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Located at 3255 6th Street West and 661 32nd Avenue West (Proposed Lot 1, Block 1 of Eagle Run Plaza 13th Addition), City of West Fargo North Dakota.
5. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approval – June 14, 2022, meeting, the Planning and Zoning Commission recommended approval of the Site and Building Plans, on the basis the proposed development on the site is consistent with the intent of the Corridor Overlay District and subject to the condition that all provisions of West Fargo City Ordinances are met to ensure sufficient review is provided for building inspections and other City departments.

FACT SHEET

WEST FARGO CITY COMMISSION

June 20, 2022

BACKGROUND:

PURPOSE: CO: Corridor Overlay Plan Review at 3255 6th Street West and 661 32nd Avenue West (Proposed Lot 1, Block 1 of Eagle Run Plaza 13th Addition), City of West Fargo North Dakota

EXISTING LAND USE: Vacant

PROPOSED LAND USE: Mixed Use Development

EXISTING ZONING: CO: Corridor Overlay & C: Light Commercial

PARCEL SIZE: 1.99 Acres

The applicant has submitted site plans, including elevations showing a 21,845 square foot, five-story structure for use as a mixed use structure. Commercial development is proposed along the east side of the building with fifty-two (52) apartments on floors 2-5 to the west and indoor parking on the main level.

The Planning and Zoning Commission recommended approval of the retracement plat and conditional use permit for residential units in a C: Light Commercial District at their February 8, 2022 meeting. The City Commission approved the Final Plat and Conditional Use Permit on June 6, 2022.

Under Section 4-431.5.2.a, there is a higher construction standard for areas in the CO: Corridor Overlay District requiring the applicant receive approval of site and building plans prior to approval of a building permit for those areas along Sheyenne Street between Interstate 94 as well as 40th Avenue, 32nd Avenue west of Sheyenne Street and 13th Avenue East.

The Building Construction standards under 4-431.5. of the CO: Corridor Overlay District limits Light Commercial properties to no more than 30% metal or fiberglass on all walls fronting a public street provided it is coordinated into the architectural design. Seventy percent (70%) of any wall (facade area) which fronts on a public street shall be constructed of glass, brick, wood, stone, architectural concrete cast in place or precast concrete panels, or, as approved by the Commission(s), other integrated materials per the architectural design. The building is faced with a combination of glass, LP siding (wood composite), brick, steel and metal, which would exceed the standard.

Setbacks for the building are more than adequate for the CO: Corridor Overlay District, as is the landscaping.

Under the original subdivision plat, a requirement for sidewalk or multi-use path connectivity within the subdivision was a condition of approval and addressed in a signed improvement agreement. The applicant has submitted a plan showing connectivity surrounding properties

Required parking for general commercial uses would be one space 250 square feet of gross floor area and two spaces per each apartment. Total parking provided is 156 spaces, which exceeds the required parking of 104 residential spaces and 27 commercial spaces.

Cross access easements within the plat provide access to 6th & 9th Streets West, as well as to 32nd and 33rd Avenues West. Direct driveway access to this lot is proposed to the northeast, along the east/west cross access easement, as well as access for the underground parking to the west along the north/west cross access easement and an additional access for the parking lot along 33rd Avenue West.

The submitted information shows that City plans and development requirements can be met. Staff's recommendation is to approve the site and elevation plans for submittal to the City Commission with the condition that all provisions of West Fargo City Ordinances are met to ensure sufficient review is provided for building inspections and other City departments.

At their June 14, 2022 meeting, the Planning and Zoning Commission recommended approval subject to the all provisions of West Fargo City Ordinances are met to ensure sufficient review is provided for building inspections and other City departments.



32ND AVE W

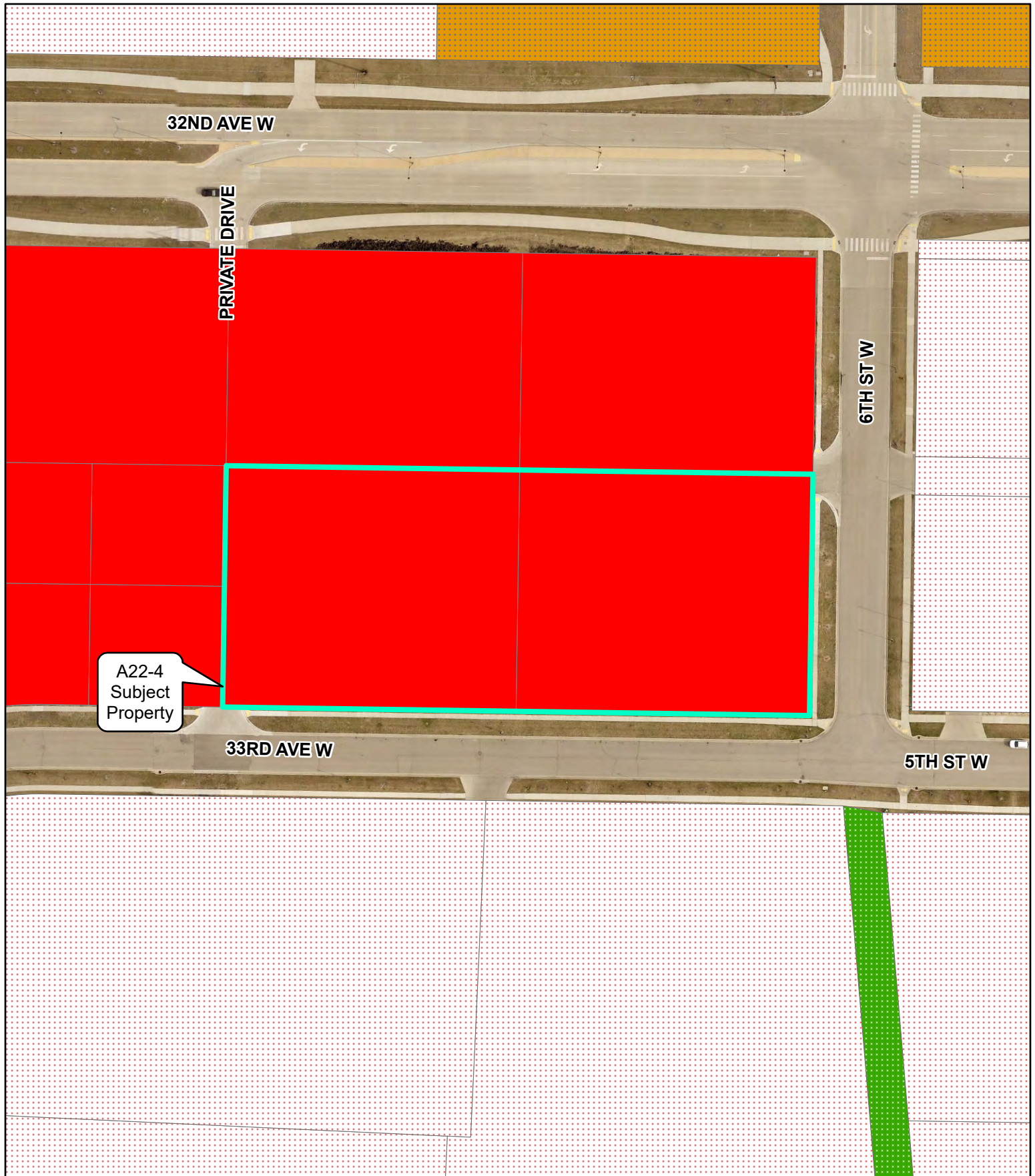
6TH ST W

A22-4
Subject
Property

PRIVATE DRIVE

33RD AVE W

5TH ST W



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			



THE STANDARD ON 32ND

EAGLERIDGE DEVELOPMENT

WEST FARGO, NORTH DAKOTA

KEYNOTES



MBN
ENGINEERING

MECHANICAL * ELECTRICAL * CIVIL

503 7TH ST. N., SUITE 200
FARGO, ND 58102
PHONE: 701.478.6336
FAX: 701.478.6340



YHP
PARTNERS
ARCHITECTURE | PLANNING
420 Main Avenue
Moorhead, Minnesota 56560
Telephone: (218)233-4422

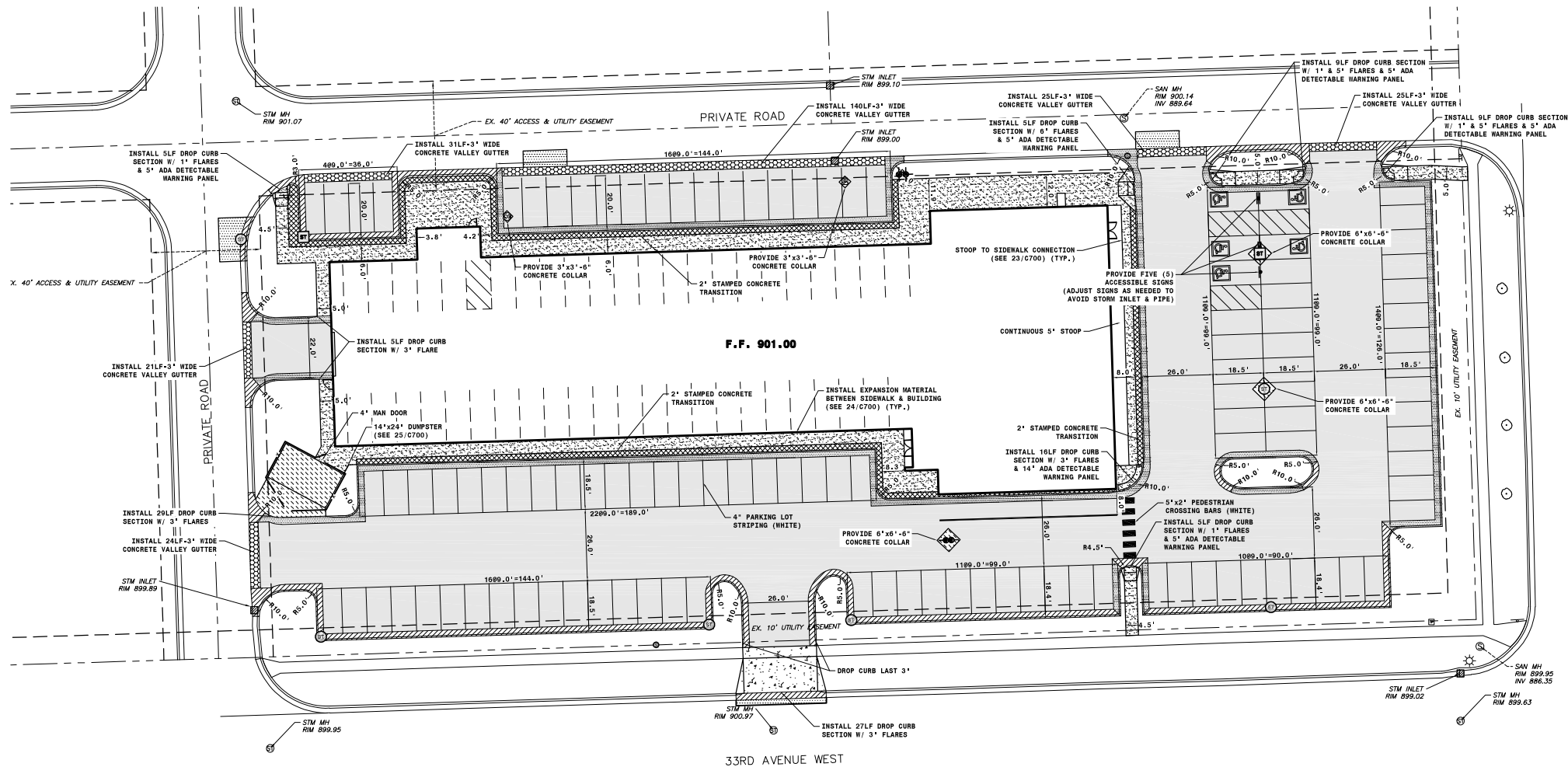
PROJECT NUMBER: 1011-17

NO DET - 04/08/22

PAVING PLAN

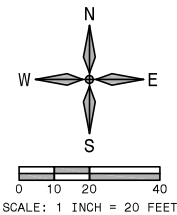
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C500



SYMBOL LEGEND:

	EXISTING PROPERTY LINE
	EXISTING EASEMENT LINE
	EXISTING STORM INLET
	EXISTING SANITARY MANHOLE
	EXISTING SANITARY CLEAN OUT
	EXISTING LIGHT POLE
	EXISTING COMMUNICATIONS PEDESTAL
	EXISTING SIGN
	EXISTING TREE
	NEW SIGN
	NEW/SALVAGED GATE VALVE
	SALVAGED FIRE HYDRANT
	NEW STORM INLET
	NEW STORM MANHOLE
	NEW SANITARY CLEANOUT
	NEW FENCE
	NEW 4' REINFORCED CONCRETE SIDEWALK
	NEW 4' STAMPED CONCRETE SIDEWALK
	NEW 6' REINFORCED CONCRETE PAVEMENT
	NEW 7' REINFORCED CONCRETE PAVEMENT
	NEW 3' WIDE CONCRETE VALLEY GUTTER
	NEW 6' ASPHALT PAVEMENT
	MATCH EXISTING PAVEMENT SECTION (FIELD VERIFY)
	NEW TYPE 1 STANDARD CONCRETE CURB & GUTTER
	NEW TYPE 2 STANDARD CONCRETE CURB & GUTTER



PLAN NOTES:

- PROJECT ADDRESS: 661 32TH AVE W, LOT 7, BLOCK 1 EAGLE RUN PLAZA 9TH, WEST FARGO, ND, 3255 6TH ST W, LOT 6, BLOCK 1 EAGLE RUN PLAZA 9TH, WEST FARGO, ND.
- ALL WORK SHALL COMPLY WITH THE MOST RECENT CITY OF WEST FARGO STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
- CONTRACTOR SHALL NOTIFY UTILITY COMPANIES FOR UNDERGROUND LOCATIONS 48 HOURS PRIOR TO BEGINNING CONSTRUCTION, NORTH DAKOTA ONE CALL PHONE NUMBER: 1-800-705-0555
- CONTRACTOR SHALL PROTECT ALL PROPERTY PINS, PROPERTY PINS DESTROYED OR DISTURBED SHALL BE REPLACED AT CONTRACTORS EXPENSE.
- IF THE LAND BOUNDARY DENOTED ON THE PLANS ENCOMPASSES MORE THAN ONE (1) ACRE OR IS LESS THAN ONE (1) ACRE, BUT IS PART OF A LARGER DEVELOPMENT PLAN, A NOTICE OF INTENT TO OBTAIN A STORM WATER POLLUTION PERMIT SHALL BE ACQUIRED BY THE CONTRACTOR AND OWNER FROM THE NORTH DAKOTA STATE HEALTH DEPARTMENT SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
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- ALL GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE TOPSOILED (6" MINIMUM DEPTH) AND ROUGH GRADED.
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- THE CITY'S STORM WATER MANAGEMENT PERMIT MUST BE SUBMITTED WITH THE SWPPP.

BENCHMARKS:

- BM-2: TOP NUT OF HYDRANT LOCATED NEAR THE NE CORNER OF LOT 9, BLOCK 1 OF EAGLE RUN PLAZA NINTH ADDITION, SOUTH SIDE OF THE PRIVATE ROAD.
ELEV = 903.12 (NAVD29)

PARKING NOTES:

PARKING REQUIREMENTS:	
EFFICIENCY: 8 UNITS x 1 PER UNIT =	8 SPACES
1-BEDROOM: 18 UNITS x 2 PER UNIT =	32 SPACES
2-BEDROOM: 23,800 SF / 440 SF =	54.1 SPACES
3-BEDROOM: 11,840 SF / 440 SF =	26.9 SPACES
COMMERCIAL: 6,600 SF / 200 SF =	
TOTAL SPACES REQUIRED =	
154 SPACES	
PARKING PROVIDED:	
UNDERGROUND = 44 SPACES	
OUTDOOR = 112 SPACES (107 STANDARD / 5 ACCESSIBLE)	
TOTAL SPACES PROVIDED = 156 SPACES (151 STANDARD / 5 ACCESSIBLE)	

KEYNOTES



MBN
ENGINEERING

MECHANICAL * ELECTRICAL * CIVIL

503 7TH ST. N., SUITE 200
FARGO, ND 58102
PHONE: 701.478.6336
FAX: 701.478.6340



VJR
PARTNERS
ARCHITECTURE | PLANNING
420 Main Avenue
Moorhead, Minnesota 56560
Telephone: (218)233-4422

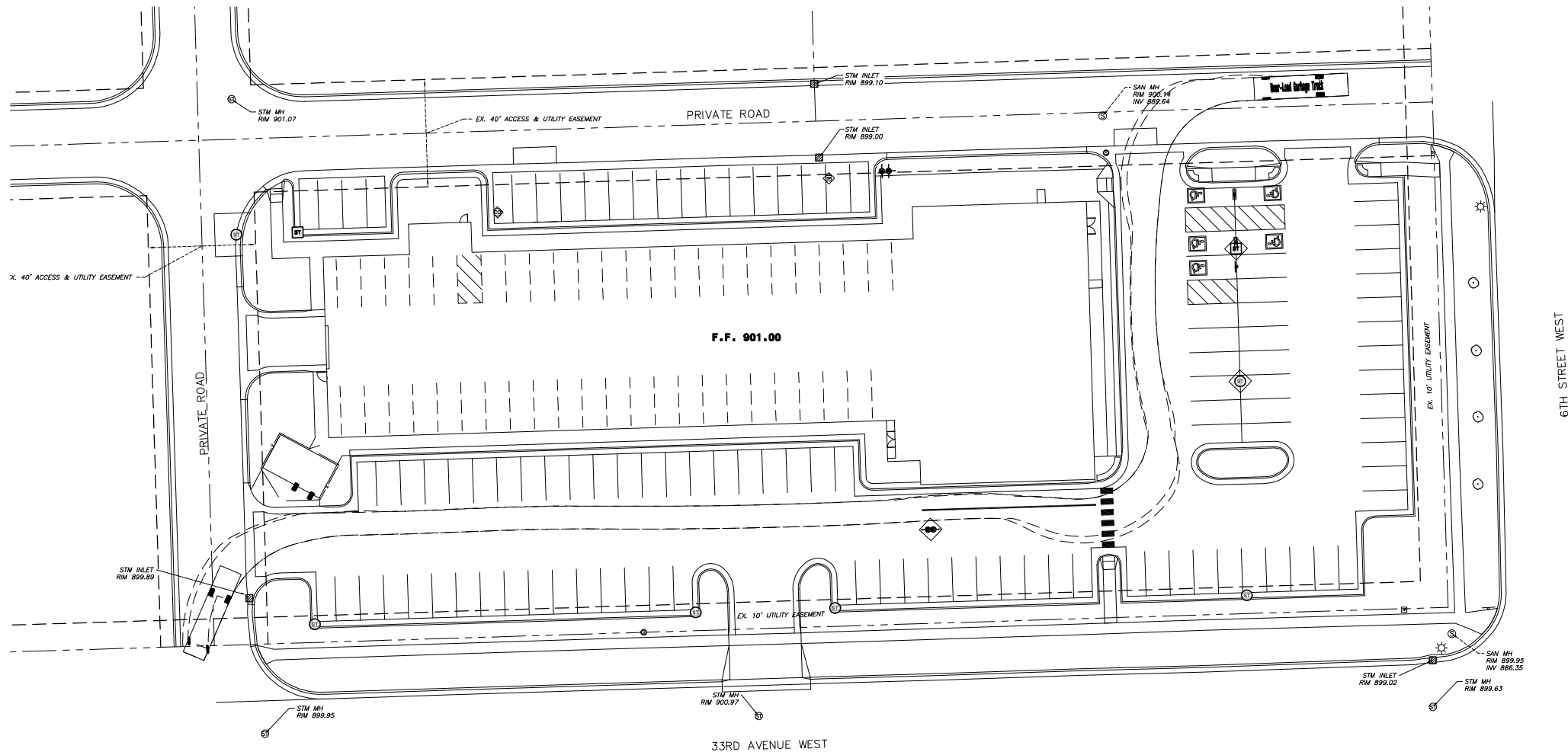
PROJECT NUMBER: 1011-17

ND BRT - 04/08/22

VEHICLE CIRCULATION PLAN

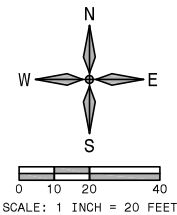
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C600



SYMBOL LEGEND:

	EXISTING PROPERTY LINE
	EXISTING EASEMENT LINE
	EXISTING STORM INLET
	EXISTING STORM MANHOLE
	EXISTING SANITARY MANHOLE
	EXISTING SANITARY CLEAN OUT
	EXISTING LIGHT POLE
	EXISTING COMMUNICATIONS PEDESTAL
	EXISTING SIGN
	EXISTING TREE
	NEW SIGN
	NEW/SALVAGED GATE VALVE
	SALVAGED FIRE HYDRANT
	NEW STORM INLET
	NEW STORM MANHOLE
	NEW SANITARY CLEANOUT
	NEW FENCE



PLAN NOTES:

1. PROJECT ADDRESS: 661 32TH AVE W, LOT 7, BLOCK 1 EAGLE RUN PLAZA 9TH, WEST FARGO, ND, 3255 6TH ST W, LOT 6, BLOCK 1 EAGLE RUN PLAZA 9TH, WEST FARGO, ND.
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4. CONTRACTOR SHALL PROTECT ALL PROPERTY PINS. PROPERTY PINS DESTROYED OR DISTURBED SHALL BE REPLACED AT CONTRACTORS EXPENSE.
5. IF THE LAND BOUNDARY DENOTED ON THE PLANS ENCOMPASSES MORE THAN ONE (1) ACRE OR IS LESS THAN ONE (1) ACRE, BUT IS PART OF A LARGER DEVELOPMENT PLAN, A NOTICE OF INTENT TO OBTAIN A STORM WATER POLLUTION PERMIT SHALL BE ACQUIRED BY THE CONTRACTOR AND OWNER FROM THE NORTH DAKOTA STATE HEALTH DEPARTMENT SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
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7. ALL GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE TOPSOILED (6" MINIMUM DEPTH) AND ROUGH GRADED.
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12. ALL WORK WITHIN THE CITY RIGHT-OF-WAY OR EASEMENTS SHALL REQUIRE AN EXCAVATION PERMIT AVAILABLE THROUGH CITY OF WEST FARGO WEBSITE (ENGINEERING).
13. THE CITY'S STORM WATER MANAGEMENT PERMIT MUST BE SUBMITTED WITH THE SWPPP.

BENCHMARKS:

- BM-2: TOP NUT OF HYDRANT LOCATED NEAR THE NE CORNER OF LOT 9, BLOCK 1 OF EAGLE RUN PLAZA NINTH ADDITION, SOUTH SIDE OF THE PRIVATE ROAD.
ELEV = 903.12 (NAVD29)

KEYNOTES



MBN
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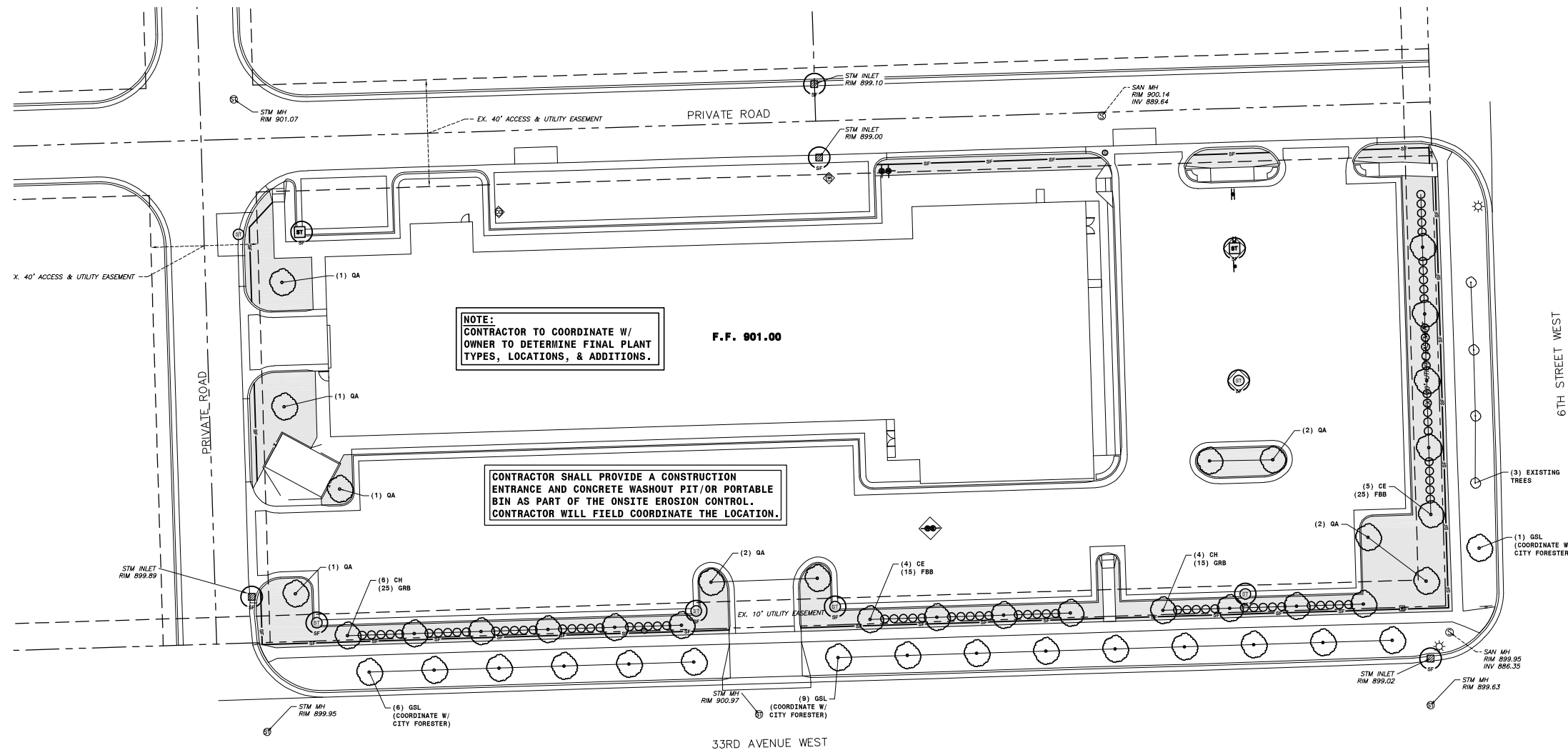
YHR
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ARCHITECTURE | PLANNING
420 Main Avenue
Moorhead, Minnesota 56560
Telephone: (218)233-4422

PROJECT NUMBER: 1811-17

BID SET - 04/08/23

EROSION CONTROL /
LANDSCAPING PLAN

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SYMBOL LEGEND:

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- EXISTING EASEMENT LINE
- EXISTING STORM INLET
- EXISTING STORM MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING SANITARY CLEAN OUT
- EXISTING LIGHT POLE
- EXISTING COMMUNICATIONS PEDESTAL
- EXISTING SIGN
- EXISTING TREE
- NEW SIGN
- NEW/SALVAGED GATE VALVE
- SALVAGED FIRE HYDRANT
- NEW STORM INLET
- NEW STORM MANHOLE
- NEW SANITARY CLEANOUT
- NEW FENCE
- NEW INLET PROTECTION
- NEW SILT FENCE
- NEW HYDRO-MULCH W/ SEED
- NEW TREE

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LANDSCAPING REQUIREMENTS:

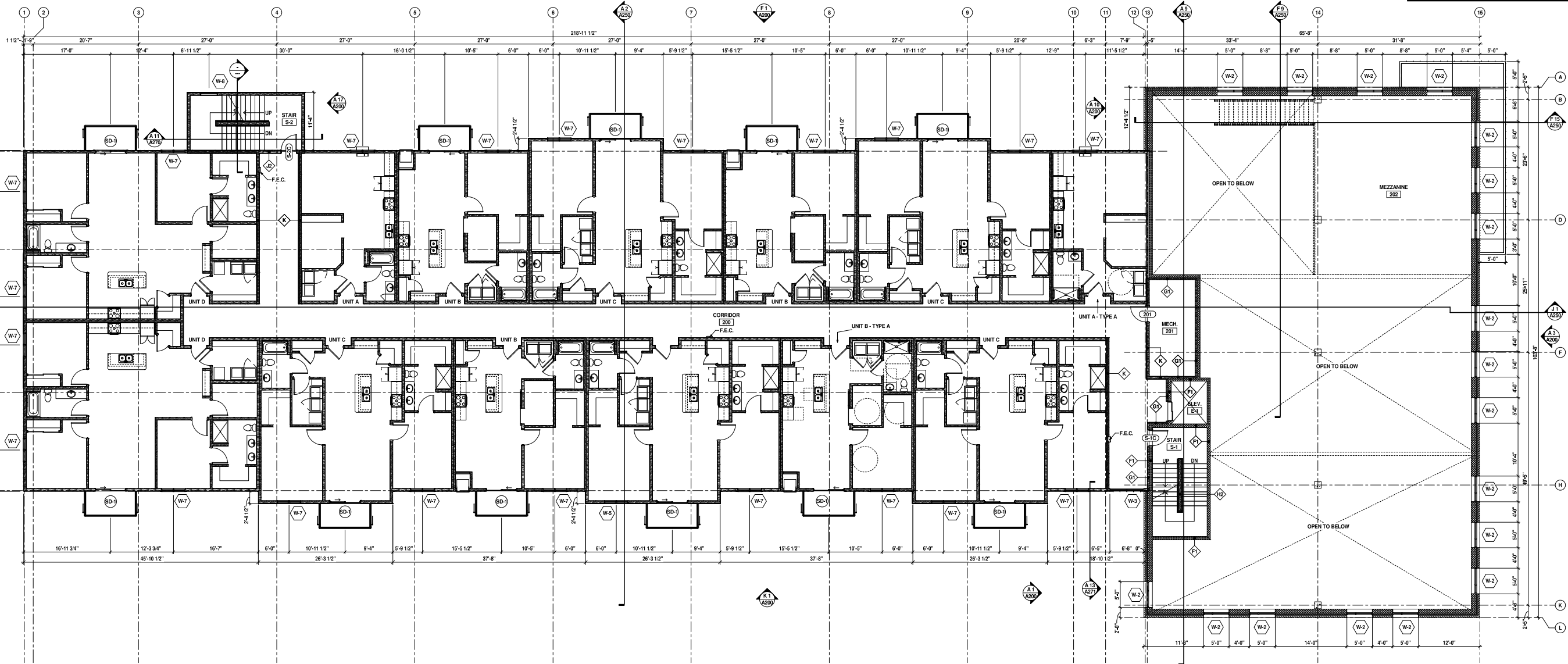
BOULEVARD STREET TREES
REQUIRED ONE (1) STREET TREE / 30LF

LOT PLANT UNITS
4 PLANT UNITS / 1,000 SF OF LOT AREA
TOTAL LOT AREA = 86,710 SF
REQUIRED PLANT UNITS = 347 UNITS

LANDSCAPING SCHEDULE:

CODE	PLANT TYPE	QUANTITY	UNITS
	LARGE DECIDUOUS TREE (10 UNITS EA), MIN 1.5" CALIPER, MIN 30' MATURE HEIGHT		
CE	CATHEDRAL ELM	9	90
CH	COMMON HACKBERRY	10	100
QA	QUAKING ASPEN	10	100
	TREE TOTAL	29	290
	MATURE SHRUB (5 UNIT EA), 2 GAL		
FBB	FIREBALL BURNING BUSH	40	200
GRB	GOLDEN ROCKET BARBERRY	40	200
	SHRUB TOTAL	80	400
	COMPLETE UNIT TOTAL		690

LOCAL STREET TREE UNITS		
CODE	PLANT TYPE	QUANTITY
	LARGE DECIDUOUS TREE, MIN 1½" CALIPER	
	EXISTING TREES	4
GSL	GREENSPIRE LINDEN	16
	TOTAL	20



SECOND FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES

NOTE 1 - SEE ENLARGED UNIT PLANS FOR DIMENSIONS AND OPENING TAGS.

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of North Dakota.

Dated: APRIL 2022 Regt. No. 2754

Signed: _____

YHR PARTNERS
ARCHITECTURE | PLANNING
420 Main Avenue
Moorhead, Minnesota 56560
Telephone: (218)233-4422

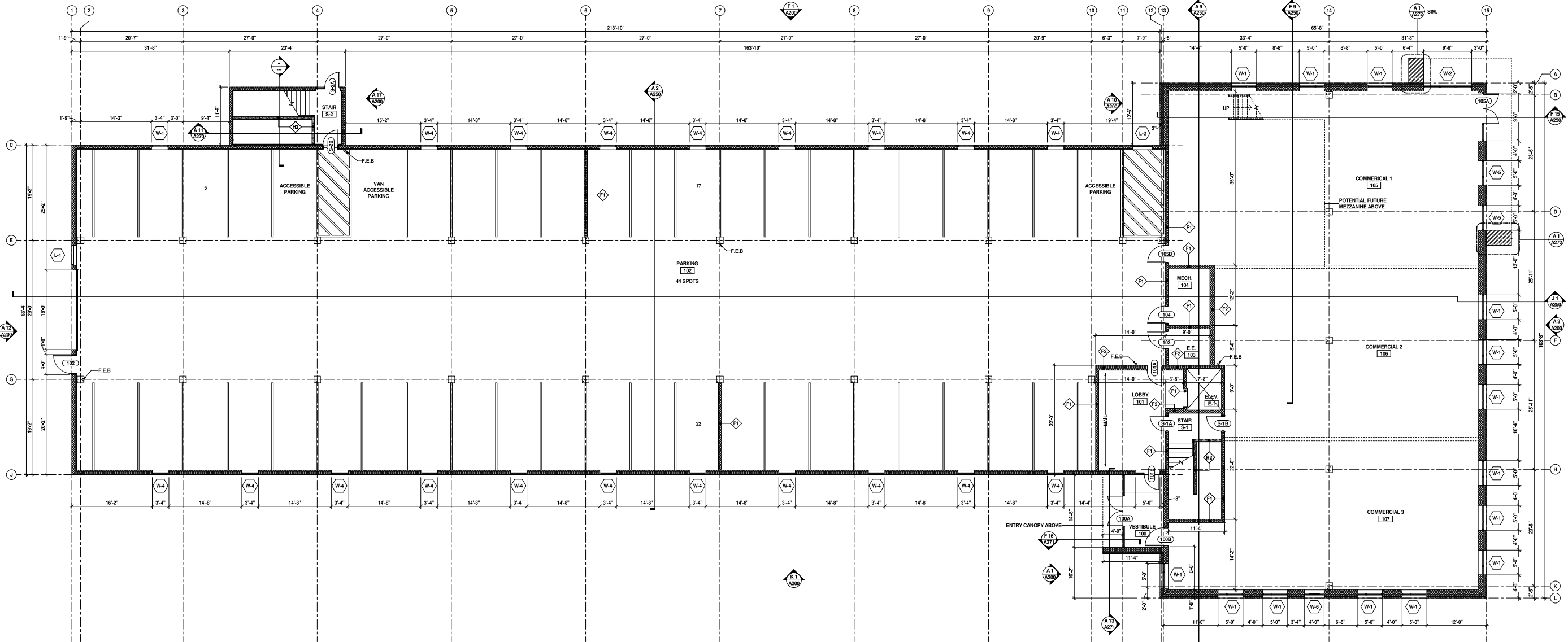
PROJECT NUMBER: 1811-17
BID SET - 04/08/22

SECOND FLOOR PLAN
A122
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THE STANDARD ON 32ND

EAGLERIDGE DEVELOPMENT

WEST FARGO, NORTH DAKOTA



FIRST FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of North Dakota.

Dated: APRIL 2022 Regt. No. 2754

Signed:



ARCHITECTURE | PLANNING
420 Main Avenue
Moorhead, Minnesota 56560
Telephone: (218)233-4422

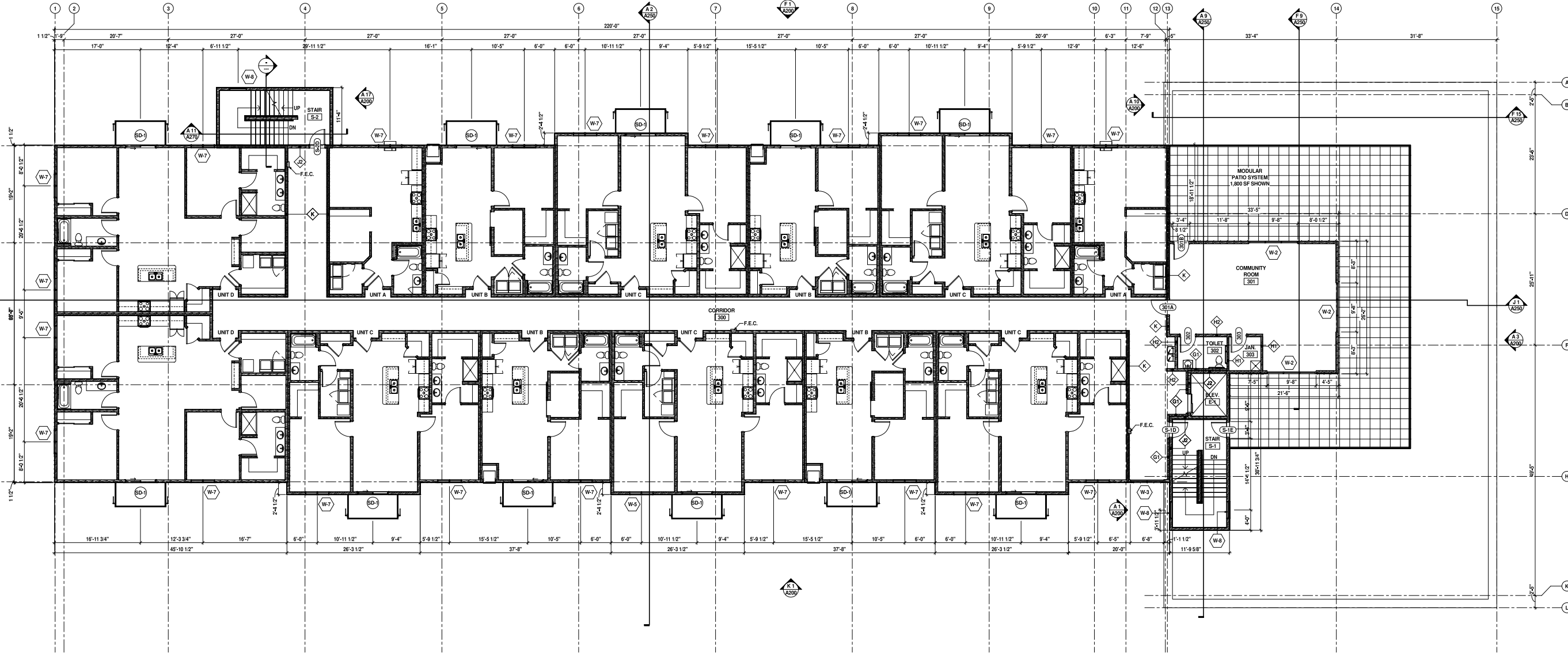
PROJECT NUMBER: 1811-17

BID SET - 04/08/22

FIRST FLOOR PLAN

© 2022 YHR PARTNERS, LTD.

A120



THIRD FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES

NOTE 1 - SEE ENLARGED UNIT PLANS FOR DIMENSIONS AND OPENING TAGS.

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of North Dakota.

Dated: APRIL 2022 Regl. No. 2754

Signed:

YHR
PARTNERS
ARCHITECTURE | PLANNING
420 Main Avenue
Moorhead, Minnesota 56560
Telephone: (218)233-4422

PROJECT NUMBER: 1811-17

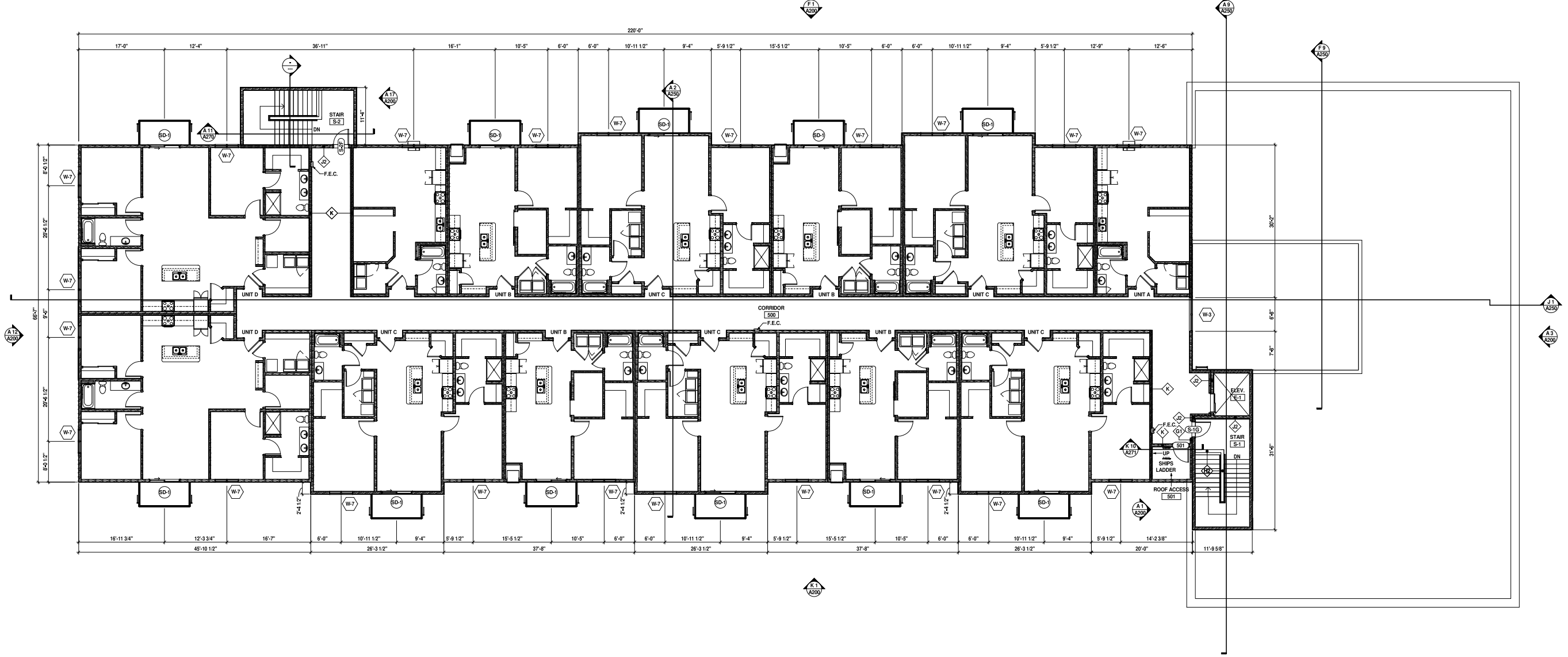
BID SET - 04/08/22

THIRD FLOOR PLAN

A123
© 2022 YHR PARTNERS, LTD.



A124



FIFTH FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES
NOTE 1 - SEE ENLARGED UNIT PLANS FOR DIMENSIONS AND OPENING TAGS.

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of North Dakota.

Dated: APRIL 2022 Regt. No. 2754
Signed: _____

YHR PARTNERS
ARCHITECTURE | PLANNING
420 Main Avenue
Moorhead, Minnesota 56560
Telephone: (218)233-4422

PROJECT NUMBER: 1811-17
BID SET - 04/08/22

FIFTH FLOOR PLAN
A125
© 2022 YHR PARTNERS, LTD.





*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen
2. PHONE NUMBER: 515-5377 DATE: June 13, 2022
3. AGENDA TITLE:
Consent Agenda – Resolution Releasing Restrictive Covenants for Meadow Brook Park Subdivision
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Enclave is in the process of buying property located in the Meadow Brook Park Subdivision. During the title review process for two of the lots they wish to purchase they discovered there are restrictive covenants in place which would prevent them from developing on the properties. The restrictive covenants were put in place by Mapleton Township prior to the City of West Fargo's annexation of the area. In order for there to be a clear title for the two properties, the City of West Fargo needs to formally release the properties from their restrictive covenants.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Lot 12, Block 8 and Lot 16, Block 8 of Meadow Brook Park Subdivision
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve a Resolution releasing the restrictive covenants on Lots 12 and 16 of Block 8 of Meadow Brook Park Subdivision.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION RELEASING RESTRICTIVE COVENANT

WHEREAS, in 1969 the Mapleton Township Board of Supervisors recorded Restrictive Covenants against Lot 12, Block 8 and Lot 16, Block 8 of Meadow Brook Park Subdivision, which Restrictive Covenants (hereinafter the "Covenants" and attached hereto as Exhibit A) were to run with the land; and

WHEREAS, pursuant to the paragraph 11 of the Covenants, Mapleton Township or its successors were given the exclusive power to release said restrictive covenants; and

WHEREAS, the City of West Fargo, by Resolution recorded as Document No. 1127935 on January 25, 2005, annexed said Meadow Brook Park Subdivision and became the successor to Mapleton Township; and

WHEREAS, the City of West Fargo has received a request to release the Covenants over Parcels 02-13250-0470-000 (also known as Lots 9-13, Block 8), and 02-13250-0490-000 (also known as Lots 6-8, 15 & 16, Block 8) in said Meadow Brook Park Subdivision.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of West Fargo hereby authorizes the release of the Covenants over Parcels 02-13250-0470-000 (also known as Lots 9-13, Block 8), and 02-13250-0490-000 (also known as Lots 6-8, 15 & 16, Block 8) in said Meadow Brook Park Subdivision, and authorizes the Release of Covenants attached hereto as Exhibit B to be executed by the President of the Board of City Commissioners and City Auditor and recorded with the Cass County Recorder to effectuate said release of Covenants.

Dated: June 20, 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: _____.

following commissioners were absent and not voting: _____. The majority having
voted aye, the motion carried and the resolution was duly adopted.

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned do hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any property or lots in Meadow Brook Park Subdivision of part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Two (2), Township One Hundred Thirty-nine (139), North of Range Fifty (50), Cass County, North Dakota, that the hereinafter set forth property belonging to the undersigned is subject to the following restrictions as to use thereof running with said property by whomsoever owned, to-wit:

1. The property above referred to, which is subject to the within restrictions is described as Lot 12 of Block 8 of said Meadow Brook Park Subdivision.
2. Said lot shall be known, described and used as a residential lot.
3. That the undersigned may place a mobile home on said property, which mobile home will be placed on a permanent foundation and the wheels removed therefrom.
4. No other structures, whether attached to or separated from the mobile home, shall be erected upon the premises unless specific approval is received from Mapleton Township Board or its successors and a building permit issued.
5. Said lot shall not be subdivided in such a way that it shall be smaller than originally plotted.
6. If said property is used as a home and a mobile home is placed thereon, said home shall be permanently connected to an adequate and sanitary water system and shall be connected to adequate and sanitary sewage system at all times. Said water and sewer system shall be subject to the approval of Mapleton Township Board or its successor and lack of approval or removal of approval of said system shall constitute a violation of this restrictive covenant. No sewage system can be approved by the Township Board which system allows sewage to come upon the surface of the land or in any other way threatens the health of any person.
7. It is agreed that the undersigned shall not let their property become run down and unsightly and the Township Board or its successors shall at its discretion have the authority to come upon said property to clean it up and to charge the owner of the land for the expense thereof.

BOOK 5 PAGE 317

8. The owner or the undersigned shall provide off-street parking for at least two vehicles on the premises owned by the undersigned.

9. The undersigned shall in all other respects comply with all zoning regulations of said Township or its successors.

10. Enforcement may be by Court action to enforce compliance with this instrument or to remove the mobile home from the premises for violation hereof.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. The undersigned does, however, specifically give to Mapleton Township or its successors the exclusive power to enforce and to release the above restrictive covenants.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this

17 day of Sept, 1969.

Nora Haaland

The Board of Township Supervisors of Mapleton Township does hereby accept the rights and duties given it by the above covenants this 18 day of Sept, 1969.

MAPLETON TOWNSHIP

By Robert Dobring
Its Supervisor

ATTEST:

Raymond Utke
Clerk

STATE OF NORTH DAKOTA

ss

COUNTY OF CASS

On this 17 day of Sept, 1969, before me, a Notary Public within and for said County and State, personally appeared Nora Haaland, known to me to be the person who described in and who executed the foregoing instrument and acknowledged to me that she executed the same.

James Yonker
Notary Public

JAMES YONKER
Notary Public, CASS COUNTY, N. DAK
My Commission Expires Oct. 16, 1971

STATE OF NORTH DAKOTA
COUNTY OF CASS ss

On this 18th day of September, 19 69, before me, a Notary Public for said County and State, personally appeared Robert Dobrinz and Raymond Utke, to me known to be the Supervisor and Clerk of the Board of Township Supervisors of Mapleton Township described herein, and executed the foregoing instrument and acknowledged to me that such Board executed the same.


Notary Public

DANIEL R. TWICHELL
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires DEC. 8, 1974

DOCUMENT NO. 435955

FEES
(Recording 1.75)
(Aud. Transfer)

STATE OF NORTH DAKOTA, ss.
COUNTY OF CASS.
REGISTER'S OFFICE
I hereby certify that the above instrument was filed in this office for record on the 23 day of Sept, A. D. 1969 at 8:06 o'clock A.M. and was duly recorded in Book 9-5 of Miscel., Page 317
A. Friedman
REGISTER OF DEEDS.
By Deputy.

Ordnated Twichell & Co.

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned do hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any property or lots in Meadow Brook Park Subdivision of part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Two (2), Township One Hundred Thirty-nine (139), North of Range Fifty (50), Cass County, North Dakota, that the hereinafter set forth property belonging to the undersigned is subject to the following restrictions as to use thereof running with said property by whomsoever owned, to-wit:

1. The property above referred to, which is subject to the within restrictions is described as Lot 16, of Block Block 8 of said Meadow Brook Park Subdivision.

2. Said lot shall be known, described and used as a residential lot.

3. That the undersigned may place a mobile home on said property, which mobile home will be placed on a permanent foundation and the wheels removed therefrom.

4. No other structures, whether attached to or separated from the mobile home, shall be erected upon the premises unless specific approval is received from Mapleton Township Board or its successors and a building permit issued.

5. Said lot shall not be subdivided in such a way that it shall be smaller than originally plotted.

6. If said property is used as a home and a mobile home is placed thereon, said home shall be permanently connected to an adequate and sanitary water system and shall be connected to adequate and sanitary sewage system at all times. Said water and sewer system shall be subject to the approval of Mapleton Township Board or its successor and lack of approval or removal of approval of said system shall constitute a violation of this restrictive covenant. No sewage system can be approved by the Township Board which system allows sewage to come upon the surface of the land or in any other way threatens the health of any person.

7. It is agreed that the undersigned shall not let their property become run down and unsightly and the Township Board or its successors shall at its discretion have authority to come upon said property to clean it up and to charge the owner of the land for the expense thereof.

8. The owner or the undersigned shall provide off-street parking for at least two vehicles on the premises owned by the undersigned.

9. The undersigned shall in all other respects comply with all zoning regulations of said Township or its successors.

10. Enforcement may be by Court action to enforce compliance with this instrument or to remove the mobile home from the premises for violation hereof.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. The undersigned does, however, specifically give to Mapleton Township or its successors the exclusive power to enforce and to release the above restrictive covenants.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 15 day of Aug., 1969.

My Comm. expires Nov. 12-72

Russell C. Haskins
Dorothy M. Haskins

The Board of Township Supervisors of Mapleton Township does hereby accept the rights and duties given it by the above covenants this 30 day of Aug., 1969.

MAPLETON TOWNSHIP

By *Robert Dobring*

ATTEST:

Raymond Weeks
Clerk

STATE OF NORTH DAKOTA

ss

COUNTY OF CASS

On this 13th day of August, 1969, before me, a Notary Public within and for said County and State, personally appeared Russell C. Haskins and Dorothy M. Haskins, known to me to be the persons who are described in and who executed the foregoing instrument and acknowledged to me that they executed the same.

Daniel R. Twichell
Notary Public

DANIEL R. TWICHELL
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires DEC. 8, 1974

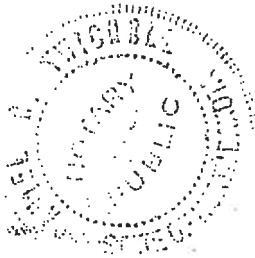
BOOK 5-5 PAGE 321

STATE OF NORTH DAKOTA
COUNTY OF CASS

On this 30th day of August, 19 69, before me a Notary Public for said County and State, personally appeared Robert Dobrinz and Raymond Utke, to me known to be the Supervisor and Clerk of the Board of Township of Mapleton Township described herein, and executed the foregoing instrument and acknowledged to me that such Board executed the same.


Notary Public

DANIEL R. TWICHELL
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires DEC. 8, 1974



DOCUMENT NO. 435956

FEES { Recording 17.50
Aud. Transfer _____

STATE OF NORTH DAKOTA, ss
COUNTY OF CASS.
REGISTER'S OFFICE

I hereby certify that the above instrument was filed in this office for record on

the 23 day of Sept.

A. D. 1969 at 807 o'clock A.M.

and was duly recorded in Book 15

of misc., Page 380

By A. Friedman

REGISTER OF DEEDS.

Deputy.

Oknotad, Twichell & B.

RELEASE OF PROPERTY FROM RESTRICTIVE COVENANTS

The City of West Fargo, North Dakota, a municipal corporation, as successor to Mapleton Township, by and through its duly authorized representatives, does hereby release the property hereinafter described from all claim to or interest in the same or any part thereof, which the City of West Fargo, North Dakota, may have under and by virtue of a Restrictive Covenant dated August 15, 1969, and filed September 23, 1969, as Document 435956, and the Restrictive Covenant dated September 17, 1969, and filed September 23, 1969, as Document No. 435955, leaving the hereinafter described property as free and clear of said covenants, in all respects, as though the land use restrictions had not been imposed.

The property hereby released is more particularly described as follows:

Lots 6-8, 9-13, 15 and 16, Block 8, Meadow Brook Park Subdivision to the City of West Fargo, Cass County, North Dakota, according to the certified plat thereof on file and of record in the office of the County Recorder in and for said county and state.

Dated this ____ day of _____, 2022.

CITY OF WEST FARGO, NORTH DAKOTA
a municipal corporation

BY: _____
Bernie L. Dardis, President of the
Board of City Commissioners

BY: _____
Tina Fisk, City Auditor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared Bernie L. Dardis and Tina Fisk, known to me to be the President of the Board of City Commissioners and the City Auditor, respectively, of the City of West Fargo, North Dakota, a municipal corporation, that is described in and who executed the within and

foregoing document and acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public

(SEAL)

THIS DOCUMENT WAS PREPARED BY:

John T. Shockley
Ohnstad Twichell, P.C.
P.O. Box 458
West Fargo, ND 58078



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization **WEST FARGO EVENTS INC**

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 SPICY PIE			
Street 745 31st Ave E #110	City West Fargo	ZIP Code 58078	County CASS
Beginning Date(s) Authorized 7/1/2022	Ending Date(s) Authorized 6/30/2023	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) SOUTH END OF DINING AREA			
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
☒ ELECTRONIC Pull Tab Device		

APPROVALS

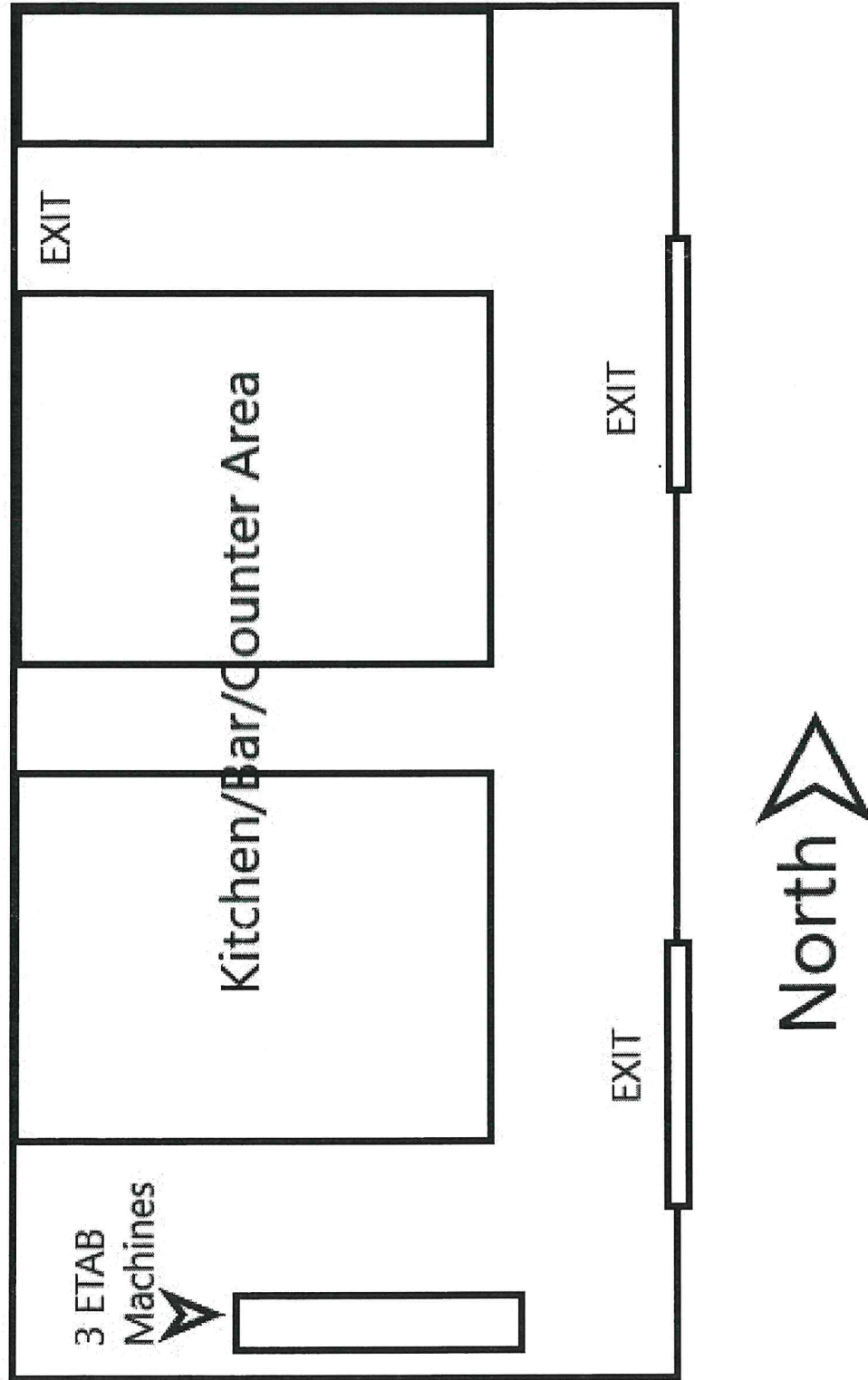
Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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





GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL

SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization **WEST FARGO EVENTS**

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 BAR DOWN			
Street 3150 SHEYENE ST	City WEST FARGO	ZIP Code 58078	County CASS
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) SOUTHWEST CORNER OF MAIN BAR AREA , PLAZA WEST OF BAR AREA			
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
☒ ELECTRONIC Pull Tab Device		

APPROVALS

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

INSTRUCTIONS:

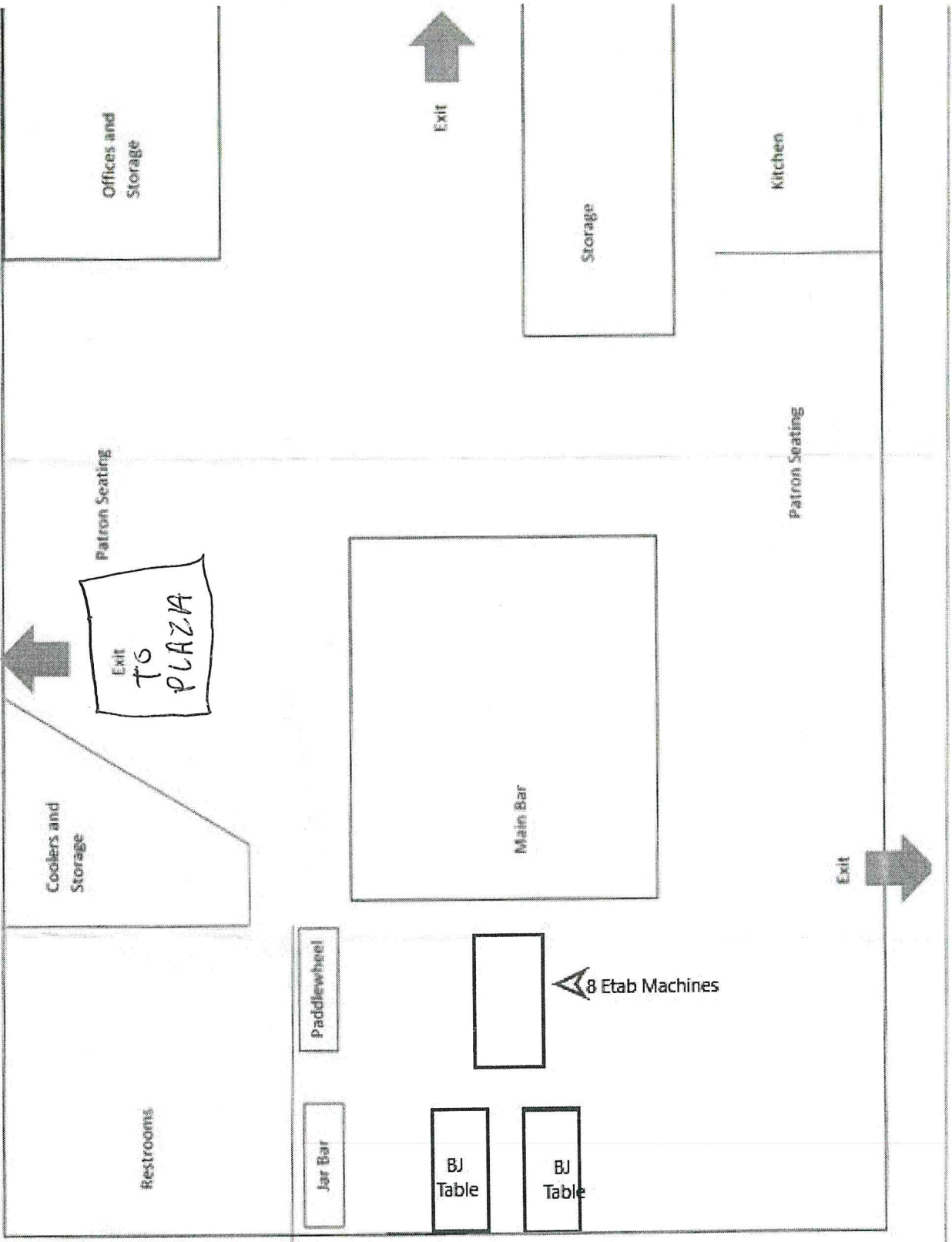
1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms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

RETURN ALL DOCUMENTS TO:

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

PLAZA AREA

"Bar Down" Gaming Site Map: 3100 Shyenenne Street, West Fargo ND 58078





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

Description and Retail Value of Prizes to be Awarded

[illegible]Organization or Group Contact Person

\$2500 check #26251

ORDINANCE NO. 1210

AN ORDINANCE TO AMEND AND REENACT CHAPTER 1-09 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO SALES AND USE TAX IMPOSED.

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

SECTION 1. Chapter 1-09 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

CHAPTER 1-09

SALES AND USE TAX.

SECTIONS:

- 1-0901. Definitions.
- 1-0902. Sales Tax Imposed.
- 1-0903. Use Tax Imposed.
- 1-0904. Gross Receipts of Alcoholic Beverages.
- 1-0905. Gross Receipts of New Farm Machinery and New Farm Irrigation Equipment.
- 1-0906. Exemptions.
- 1-0907. Collection and Administration.
- 1-0908. Contract with State Tax Commissioner.
- 1-0909. Corporate Officer Liability.
- 1-0910. Dedication of Tax Proceeds.
- 1-0911. Grandfather Clause.
- 1-0912. Saving Clause.

1-0901. DEFINITIONS. All terms defined in Chapters 40-05.1, 57-39.2, 57-39.4, 57-39.5, 57-39.6, and 57-40.2 of the North Dakota Century Code (N.D.C.C.), including any future amendments, are adopted by reference. All references to the N.D.C.C. include amendments adopted by the North Dakota Legislative Assembly.

1-0902. SALES TAX IMPOSED. Subject to the provisions of N.D.C.C. § 40-05.1-06, and except as otherwise provided by this Ordinance, or the sales and use tax laws of the State of North Dakota, a tax of two and one-half percent (2.5%) is imposed upon the gross receipts of retailers from all sales at retail, including the leasing or renting of tangible personal property, within the corporate limits of the City of West Fargo, North Dakota.

1-0903. USE TAX IMPOSED. Subject to the provisions of N.D.C.C. § 40-05.1-06, and except as otherwise provided in this

Ordinance, or the sales and use tax laws of the State of North Dakota, an excise tax is imposed upon the storage, use, or consumption within the corporate limits of the City of West Fargo, North Dakota, of tangible personal property purchased at retail for storage, use, or consumption in this City, at the rate of two and one-half percent (2.5%) of the purchase price of the property. An excise tax is imposed on the storage, use, or consumption within the corporate limits of the City of West Fargo.

1-0904. GROSS RECEIPTS OF ALCOHOLIC BEVERAGES. Subject to the provisions of N.D.C.C. § 40-05.1-06, and except as otherwise provided in this Ordinance, a gross receipts tax of two and one-half percent (2.5%) is imposed upon all gross receipts from the sale of alcoholic beverages within the City. A person who receives alcoholic beverages for storage, use, or consumption in this city is subject to tax on storage, use, or consumption of those alcoholic beverages at the rate of two and one-half percent (2.5%).

1-0905. GROSS RECEIPTS OF NEW FARM MACHINERY AND NEW FARM IRRIGATION EQUIPMENT. Subject to the provision of N.D.C.C. § 40-05.1-06, and except as otherwise provided in this Ordinance, a gross receipts tax of two and one-half percent (2.5%) is imposed upon all gross receipts from the sale of new farm machinery and new farm irrigation equipment within the City. A person who receives new farm machinery or new farm irrigation equipment for storage, use, or consumption in this city is subject to tax on storage, use, or consumption of that machinery and/or equipment at the rate of two and one-half percent (2.5%).

1-0906. EXEMPTIONS. All sales, storage, use, or consumption of tangible personal property which are exempt from imposition and computation of the sales or use tax of the state of North Dakota are specifically exempt from the provisions of this article.

1-0907. COLLECTION AND ADMINISTRATION. Where not in conflict with the provisions of this Ordinance, the provisions of N.D.C.C. Chapters 40-05.1, 57-39.2, 57-39.4, 57-39.5, 57-39.6, and 57-40.2, and all administrative rules adopted by the Tax Commissioner, pertaining to the collection and administration of the retail sales, use, and gross receipts tax, including provisions for liability, refund, penalty, interest or credit, govern the administration by the North Dakota Office of State Tax Commissioner (hereinafter "Tax Commissioner") of the taxes imposed by this Ordinance.

1-0908. CONTRACT WITH STATE TAX COMMISSIONER. The City Administrator/Auditor for the City of West Fargo is hereby authorized to contract with the Tax Commissioner for the administration and collection of taxes imposed by this chapter. The City Auditor has all powers granted the Commissioner and, in the absence of a valid contract with the Commissioner or failure of

the Commissioner to perform the delegated duties, shall perform these duties in place of the Commissioner.

1-0909. CORPORATE OFFICER LIABILITY. Officers of any corporation required to remit taxes imposed by this article are personally liable for the failure of the corporation to file required returns or remit required payments. The dissolution of a corporation shall not discharge an officer's liability for a prior failure of the corporation to make a return or remit the tax due. The tax, penalty, and interest due may be assessed and collected pursuant to the provisions adopted by this article.

1-0910. DEDICATION OF TAX PROCEEDS. All fees, taxes, penalties and other charges imposed and collected under this chapter, less administrative costs shall be dedicated and utilized with City Commission consent only for (i) infrastructure; (ii) improvements, including publicly-owned utilities and buildings; (iii) police and fire operations, equipment, and buildings; and (iv) job creation, and business retention, expansion and recruitment. Use of sales tax proceeds for job creation, business retention, expansion and recruitment shall include, but not be limited to, payment of special assessments and payment or reimbursement of land acquisition costs. Proceeds collected pursuant to this chapter from such sales and use tax, may be used to make direct payments of costs for the above purposes, or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs. All revenues raised and collected under this chapter, less administrative expenses, shall be dedicated as follows:

1. One-half of one percent (.05%) of the two and one-half percent (2.5%) City sales and use tax shall be dedicated for economic and job development.
2. One and one half percent (1.5%) of the City's two and one-half percent (2.5%) City sales and use tax shall be dedicated to infrastructure and improvements.
3. One-half of one percent (.05%) of the two and one-half percent (2.5%) City sales and uses tax shall be dedicated for police and fire operations, equipment, and buildings.

1-0911. GRANDFATHER CLAUSE. With respect to the purchase price of tangible personal property used by a contractor or subcontractor to fulfill a contract as defined in N.D.C.C. § 57-40.2-03.3, the tax imposed by this section applies only to bids submitted on or after the effective date of this Ordinance.

1-0912. SAVING CLAUSE. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional, or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

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:

OFFICIAL BALLOT

VOTE ON CITY SALES AND USE TAX ORDINANCE

GENERAL ELECTION, NOVEMBER 8, 2022

PROPOSED CITY CHARTER AMENDMENT

Shall Article III, Section 16, Subdivision "a" of the West Fargo Home Rule Charter be amended to authorize the City of West Fargo to enact an ordinance which increases the sales and use tax by one-half of a percent (0.5%) to be used exclusively for police and fire operations, equipment, and buildings as set forth below and published in *The Forum* on October 19, 2022.

*The amount of the sales and use tax shall not exceed two and one-half percent (2.5%) of the gross receipt.

YES

☐

NO

☐

* Instruction to voters. By voting yes, you are agreeing to increase the amount of sales and use tax collected by the City by one-half of a percent (0.5%) to be used exclusively for police and fire operations, equipment, and buildings.

PROPOSED ORDINANCE IMPLEMENTING CHARTER AMENDMENT

Shall the City Commission of the City of West Fargo implement the above-described Charter amendment by adopting a City Sales and Use Tax by Ordinance as published in *The Forum* on October 19 and 26, 2022, which increases the sales and use tax by one-half of a percent (0.5%) to be used exclusively for police and fire operations, equipment, and buildings as set forth above?

YES

☐

NO

☐

INSTRUCTIONS TO VOTERS: Voters desiring to vote in favor of said propositions should mark a cross (x) in the square opposite the word "YES". Voters desiring to vote against such proposition should mark a cross (x) in the square opposite the word "NO". A "YES" vote on both questions means that you are in favor of increasing the sales and use tax by one-half of a percent (0.5%) to be used exclusively for police and fire operations, equipment, and buildings.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between the City of West Fargo, a municipal corporation of the State of North Dakota (the "City"), and Midcontinent Communications, G.P. (the "Grantee").

WITNESSETH

THIS AGREEMENT is subject to the laws of the State of North Dakota, the rules and regulations of the Federal Communications Commission ("FCC"), the Communications Act of 1934, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as amended, or as superseded by new statutes.

WHEREAS, pursuant to Ordinance No. 801 codified in Chapter 14-0401.B of the Ordinances of the City of West Fargo (the "Ordinance"), the City is authorized to grant one or more nonexclusive franchises to operate, construct, maintain and reconstruct a cable television system within the City; and

WHEREAS, the City, after due evaluation of Grantee, and after a public hearing, has determined that it is in the best interest of the City and its residents to grant a franchise to Grantee.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. GENERAL PROVISIONS

1.1 Definitions. Capitalized terms used in this Agreement will be defined as set forth in the Ordinance unless (i) otherwise defined herein, or (ii) the context requires otherwise.

1.2 Written Notice. All notices, reports or demands required or permitted to be given under this Agreement or the Ordinance must be in writing and will be deemed to be given when received by the party designated below, sent via registered or certified mail, postage prepaid, return receipt requested, addressed to the party to which notice, report or demand is being given, as follows:

If to City:	City of West Fargo
	City Auditor
	800 Fourth Avenue East
	West Fargo, ND 58078

If to Grantee: Midcontinent Communications, G.P.
W. Thomas Simmons, Vice President, Public Policy
Midcontinent Communications, G.P.
5001 West 41st Street
Sioux Falls, SD 57106

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

1.3 Compliance with the Ordinance. Grantee agrees they will comply with all the terms and conditions set forth in the Ordinance. The Ordinance, including all requirements and provisions therein, is incorporated in and made part of this Agreement by reference just as if fully written herein.

1.4 Compliance with State and Federal Laws and Rules. The City and Grantee must conform to state laws and rules regarding cable communications no longer than one year after they become effective, unless otherwise stated. The City and Grantee will conform to federal laws and regulations regarding cable as they become effective.

1.5 Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law and, where applicable, United States federal law; the parties and this Agreement are subject to North Dakota and applicable United States federal law; any litigation arising out of this Agreement will be venued in either Cass County District Court or U.S. District Court, District of North Dakota; the parties waive any objection to personal jurisdiction or venue; and no parties can or will assert the law of any other state, country, or jurisdiction to avoid liability or to challenge jurisdiction or venue.

1.6 Severability. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined to be invalid, illegal, or unenforceable.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant. This Agreement is executed in accordance with the provisions of the Ordinance and supersedes and extinguishes any other franchise or other authorization held by Grantee to operate a Cable Television System or provide Service within the City. This Agreement provides Grantee a non-exclusive Franchise to install, construct, reconstruct, operate, maintain and remove a Cable System within the City in accordance with the terms set forth in this Agreement and in the Ordinance.

2.2 Right of City to Issue and Renew Franchise. Grantee acknowledges and accepts the right of the City to issue the franchise granted pursuant to this Agreement, and Grantee agrees that it will not now or at any time hereafter challenge any lawful exercise of this right by City in any local, State or Federal court.

2.3 Effective Date. This Agreement will be effective on the Effective Date, provided that said date is no later than ninety (90) days after the date the City Commission, by Resolution, approves this Agreement (the "Approval Date").

2.4 Term. The term of this Agreement will be for the period of fifteen (15) years commencing on the Effective Date. At the expiration of the fifteen (15) year term, this Agreement will expire and be of no force or effect unless the Franchise is renewed in accordance with the Ordinance, this Agreement and applicable laws.

2.5 System Design. Grantee will provide additional or new facilities and equipment, expand channel capacity and otherwise upgrade or rebuild its system throughout the franchise term, as required to incorporate improvements in technology to reasonably meet the needs and interests of the community in light of the costs thereof.

2.6 Access Channels. Pursuant to Section 14-0406(H) of the Ordinances of the City of West Fargo, the City and Grantee agree that the initial number of local access stations to be used for public, educational and government (PEG) cablecast programming required to be provided by Grantee will be two (2). The need for further access channels will be determined pursuant to Section 14-0406(H)(2) of the Ordinances of the City of West Fargo.

2.7 Production Studio and Equipment. Grantee must provide a location and suitable equipment in West Fargo where persons may insert recorded programs for showing on the local access channel.

Grantee will not charge for on-site or remote use of the access equipment, nor will Grantee charge for use of the studio facility for program production of one hour or less for non-commercial use.

In addition, Grantee will provide the City \$5,600 within 60 days of the date of this agreement to be used by the City or its designee to purchase equipment to be used for local access programming within the City. The City will provide Grantee a list of items purchased and the price so that Grantee can monitor that the funds are all appropriated for the purpose set forth above.

2.8 Remote Locations. Grantee agrees to provide wiring, up to a two hundred fifty (250) foot line extension, so as to allow and maintain a single drop, one outlet, for the following facilities:

1. West Fargo City Hall;
2. Any law enforcement center in the City of West Fargo;
3. Fire stations within the City of West Fargo;

4. All public library locations within the City limits;
5. The Lights Plaza
6. The Parking Garage for the Lights Plaza
7. The POW/MIA Plaza
8. Public Works Facility;
9. Any new or relocated non-residential public building located along existing cable plant.
10. One connection at all public and parochial schools;

If the line extension exceeds two hundred fifty (250) feet, the City will cover the cost of the extension beyond the first two hundred fifty (250) feet. This will be provided by Grantee at no charge for either the initial installation or for monthly Cable Service provided at each location. Each of these installations will include a single drop, one outlet, and up to two (2) converter boxes free of charge, if necessary to receive such services. Grantee will provide additional converter boxes to the City for a one time purchase fee of \$50 per box for use at authorized City accounts.

2.9 Franchise Not Exclusive. This Franchise is not exclusive. The City may grant additional franchises similar to or containing rights, privileges or authority different from the rights, privileges and authority herein set forth, through its proper offices, and in accordance with the Ordinance and applicable law; provided, however, that such additional grants will not be on terms and conditions more favorable or less burdensome to such new grantee than those applied to Grantee, nor operate to materially modify, revoke or terminate any rights granted to Grantee herein and must be in accord with the provisions of the Ordinance.

2.10 Conflict with Cable Ordinance. The provisions of the Ordinance are incorporated herein by reference as if set out in full, and form part of the terms and conditions of this Agreement. In event of any conflict between the terms and conditions of this Agreement and the provisions of the Ordinance, the specific terms or provisions of this Agreement will control, subject to applicable law. The City and Grantee reserve all rights they may possess under the law unless expressly waived herein.

2.11 Procedure for Enforcing Franchise Agreement. The procedures for enforcing violations or breaches of this Agreement or the Ordinance must be consistent with the procedures set forth in the Ordinance.

2.12 Franchise Renewal. Any renewal must be in accordance with the renewal provisions of Section 626 of the Cable Act. To the extent Section 626 of the Cable Act is no longer applicable to franchise renewals, the City and Grantee will conduct the franchise renewal process pursuant to the terms and provisions of Section 626 of the Cable Act as it existed on the effective date of this Agreement. Grantee reserves the right to seek a state issued franchise at any time, if North Dakota State law so allows.

2.13 Franchise Fee. Grantee must pay an annual Franchise Fee, in accordance with Section 622 of the Cable Act, to the City throughout the duration of this Agreement, of three percent (3%) of Grantee's average Gross Revenues during the most recent five (5) year period.

The City may, upon ninety (90) days written notice to Grantee, raise or lower the Franchise Fee; provided that, in no event may the Franchise Fee exceed the maximum amount permitted by the FCC, federal or state government, or the courts.

1. "Gross Revenue" means all Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes, but is not limited to, monthly basic, premium, pay-per-view and other video fees, installation fees and equipment rental fees. Gross Revenue does not include advertising and home shopping revenue, refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

2.14 Bundled Services. Grantee agrees that if it bundles, packages, or combines services subject to the Franchise Fee with services that are not subject to the Franchise Fee, it will not do so for the purpose of avoiding the Franchise Fees; and, except as otherwise provided in this section, will allocate revenues derived from the bundled, combined, or packaged services in a manner that attributes a fair and reasonable amount of the revenues to the Cable Services component. This section is subject to the City's right to audit. This section is not intended to apply to reductions in Franchise Fees that result from other causes such as changes in the law, subscriber losses, subscriber service downgrades, *force majeure*, or short-term promotional activities.

2.15 Payments. Grantee's Franchise Fee payments to the City will be computed monthly following the Effective Date of this Agreement. Payments will be due and payable on or before the thirtieth (30th) calendar day following the last day of the previous month to the City during regular business hours. Each payment must be accompanied by a brief report showing the basis for the computation and such other relevant facts as may be required by the City. Acceptance of any payment will not be construed as an accord that the amount paid is the correct amount, nor will such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Agreement. All amounts paid will be subject to an optional audit and recomputation by the City. Any additional amount due the City as a result of such audit or recomputation must be paid within thirty (30) days following written notice by the City to Grantee, which notice will include a copy of the audit. The audit cost will be paid by Grantee if payments have been underpaid by five percent (5%) or more. In the event Grantee disputes the City's audit findings, Grantee may appeal those findings to an independent certified public accountant, agreed upon by the parties, for final determination.

Payment to the City may be made either by electronic means, if available; or by check, made payable to the City of West Fargo, and delivered or sent by mail to the City Auditor.

2.16 Not Franchise Fees.

1. Grantee expressly acknowledges and agrees that except for the payments expressly required by Section 14-0410A of the Ordinance, none of the payments or contributions made by, or the services, equipment, facilities, support, resources, or other activities to be provided or performed by the Operator at the direction of the City or otherwise pursuant to this ordinance, or otherwise in connection with the construction, operation, maintenance, or upgrade of the System (including specifically, but not by way of limitation, such payments, contributions, services, equipment, facilities, support, resources, or other activities as described in or provided for in this Ordinance and the exhibits hereto) are franchise fees chargeable against the compensation payments to be paid to the City by Grantee pursuant to Section 14-0410A of the Ordinance.
2. Grantee expressly acknowledges and agrees that, as applicable, except for the compensation payments expressly required by Section 14-0410A of the Ordinance, each of the payments or contributions made by, or the services, equipment, facilities, support, resources, or other activities to be provided by Grantee, are within the exclusions from the term "franchise fee" set forth in Section 622(g) (2) of the Cable Act (47 U.S.C. 542(g)(2)).
3. Grantee expressly acknowledges and agrees that the compensation payments due from Grantee to the City pursuant to Section 14-0410A hereof, will take precedence over all other payments, contributions, services, equipment, facilities, support, resources, or other activities to be paid or supplied by Grantee pursuant to this Ordinance and the compensation and other payments to be made pursuant to this Section 14-0410A of this Ordinance will not be deemed to be in the nature of a tax, and will be in addition to any and all taxes of general applicability or other fees or charges which Grantee will be required to pay to the City or to any state or federal agency or authority, all of which will be separate and distinct obligations of Grantee.
4. Grantee will not have or make any claim for any deduction or other credit of all or any part of the amount of the compensation or other payments to be made pursuant to this Ordinance from or against any city or other governmental taxes of general applicability or other fees or charges, including permit fees for excavation, which Grantee is required to pay to the City or other governmental agencies.
5. Unless permitted by applicable law, Grantee will not apply or seek to apply all or any part of the amount of the compensation or other payments to be made pursuant to this Ordinance as a deduction or other credit from or against any city or other government taxes of general applicability which will be deemed to be separate and distinct obligations of Grantee.

6. Unless permitted by applicable law, Grantee will not apply or seek to apply all or any part of the amount of any city or other governmental taxes or other fees or charge, including permit fees for excavation, of general applicability as a deduction or other credit from or against any of the compensation or other payments to be made pursuant to this Ordinance, each of which will be deemed to be separate and distinct obligations of Grantee.
7. Unless permitted by applicable law, if Grantee applies or seeks to apply all or any part of the amount of said compensation payments as a deduction or other credit from or against such city or other governmental taxes of general applicability or other fees or charges, or in the event that Grantee applies or seeks to apply all or any part of the amount of such taxes or other fees or charges as a deduction or other credit from or against said compensation obligations, the City may conduct an impartial investigation as to the permissibility of the deduction or credit, and if such investigation results in a finding that the deduction or credit was not permitted, the City may impose a late fee consisting of the maximum amount of interest allowed by law on the unpaid amount until it is paid plus a \$1,000 penalty fee.

2.17 Liability Insurance.

1. Grantee must, at its own cost and expense, obtain a liability insurance policy or policies, together with evidence in the form of a certificate of insurance, demonstrating that the premiums for said policy or policies have been paid and evidencing that said policy or policies must take effect and be furnished at or before the granting of a franchise. Such companies must carry a rating by Best of not less than "A." Such policy or policies must be issued by companies duly licensed to do business in the State. Such policy or policies must insure the company and the City and its officers, boards, commissions, elected officials, agents, and employees (through appropriate endorsements if necessary) against each and every form of liability of the company referred to in the Ordinance in the minimum combined amount of three million dollars (\$3,000,000.00) for bodily injury and property damage. The foregoing minimum limitation will not prohibit Grantee from obtaining a liability insurance policy or policies in excess of such limitations, provided that the City, its officers, boards, commissions, elected officials, agents, and employees must be named as additional insureds to the full extent of any limitation contained in any such policy or policies obtained by Grantee.
2. The liability insurance policies required by this Agreement must be maintained by Grantee throughout the term of any franchise and such other period of time during which Grantee operates or is engaged in the

removal of the system. Each such liability insurance policy must contain the following endorsement:

“It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until sixty (60) days after receipt by the City, by registered mail, of a written notice of such intent to cancel or not to renew.”

Within sixty (60) days after receipt by the City of said notice, and in no event later than ten (10) days prior to said cancellation, Grantee must obtain and furnish to the City a replacement certificate of insurance.

3. The legal liability of Grantee to the City and any person for any of the matters which are the subject of the liability insurance policies required by this section, including, without limitation, Grantee's indemnification obligation set forth in the Ordinance, will not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by Grantee.

2.18 Limitation of Liability.

1. In any court proceeding involving any claim against the City or any official, member, employee, or agent of the City, arising from the regulation of cable service or from a good faith decision of approval or disapproval with respect to a grant, renewal, transfer or amendment of a permit, any relief, to the extent such relief is required by any other provision of Federal, State, or local law, will be limited to injunctive relief and declaratory relief.
2. The limitation contained in paragraph 1 of this subsection will not apply to actions that, prior to such violation, have been determined by a final order of a court of binding jurisdiction, no longer subject to appeal, to be in violation of Grantee's rights.
3. Nothing in this Agreement will be construed as limiting the relief authorized with respect to any claim against the City or any official, member, employee, or agent of the City, to the extent such claim involves discrimination on the basis of race, color, sex, age, religion, national origin, or handicap.
4. Nothing in this Agreement will be construed as creating or authorizing liability of any kind, under any law, for any action or failure to act relating to cable service or the granting of a franchise by the City, or any official, member, employee, or agent of the City.

2.19 City's Right To Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel any franchise granted pursuant to the Ordinance, and all rights and privileges pertaining thereto, in the event that, through willful failure, refusal or neglect:

1. Grantee substantially violates any material provision of this Agreement or the Ordinance; or
2. Grantee attempts to evade any of the material provisions of this Agreement or the Ordinance and refuses to cure it; or
3. Grantee is found guilty of practicing any fraud upon the City or any of Grantee's subscriber; or
4. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged as bankrupt; or
5. Grantee knowingly misrepresents a material fact in the application for or negotiation of, or renegotiation of, or renewal of, this Agreement.

2.20 Definitions.

1. Normal Business Hours. The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers.
2. Normal Operating Conditions. The term "normal operating conditions" means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.
3. Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.

2.21 Rate Review. The City reserves the right to regulate all rates and charges for Cable Service to the extent that it is authorized to do so by law. This section does not apply to digital music channels.

(Signatures on following page)

IN WITNESS WHEREOF, City and Grantee have executed this Agreement the day,
month and year first above written.

Date: _____

CITY OF WEST FARGO, NORTH
DAKOTA

By: _____
Bernie L. Dardis, President of the
Board of City Commissioners

By: _____
Tina Fisk, City Auditor

Date: _____

MIDCONTINENT COMMUNICATIONS,
G.P.

By: _____
Its: _____

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

On this ____ day of _____, 2022, before me, a Notary Public in and for said
County and State, personally appeared Bernie L. Dardis and Tina Fisk, known to me to be the
President of the Board of City Commissioners and City Auditor, respectively, of the City of
West Fargo, North Dakota, and who executed the foregoing instrument and acknowledged to me
that they executed the same on behalf of the City.

Notary Public

(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the _____ of Midcontinent Communications, G.P., that is described in and who executed the foregoing instrument and acknowledged to me that _____ he executed the same on behalf of Midcontinent Communication, G.P.

Notary Public

(SEAL)



To: West Fargo City Commission

From: Denis Otterness, Chief of Police

Date: June 6, 2022

Subject: Discharge of Firearms inside the City Limits

Action: Grant Approval for Conditional Use of Firearms within the City of West Fargo

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

Tim Solberg, Assistant Administrator

Summary and Recommendation:

The United States Department of Agriculture (USDA) has asked the West Fargo Police Department to seek permission from the City Commission to allow discharging of firearm(s) within the City of West Fargo in conjunction with the USDA wildlife damage control program.

This activity will be allowed only at properties owned or affiliated with the USDA (i.e. Cargill). Wildlife damage control activities will be conducted by trained USDA Wildlife Division personnel primarily using a pellet-style, small caliber rifle.

A similar request has previously been approved by the Fargo City Commission after a safety plan review by the Fargo Police Department.

The West Fargo Police Department is requesting that this conditional use be allowed as long as the pre-approved communications and safety plan are followed, along with proper notifications being made prior to engaging in any wildlife damage control activities within the City of West Fargo.

Policy Analysis:

Current City Ordinance allows for the City Commission to grant conditional use for such a purpose. This information has been presented to and affirmed by City Attorney John Shockley.

12-0306 – Discharge of Firearms or Dangerous Weapons;

Section 2 (2): *This section does not apply to the lawful discharge of firearms or dangerous weapons by 1) law enforcement officers, 2) persons at an indoor or outdoor target range licensed or permitted by conditional use by the City Commission, 3) indoor target competition, which*

competition has been approved by the Police Department, or 4) the lawful discharge by persons in defense of a person or property.

Financial Analysis:

There is no anticipated cost related to this request.

Process/Timeline:

A motion to approve conditional use of firearms within the City of West Fargo for the sole purpose of conducting wildlife damage control programs on properties owned and/or affiliated with the USDA from June 6th, 2022 through December 31, 2022.

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen
2. PHONE NUMBER: 515-5377 DATE: June 13, 2022
3. AGENDA TITLE:
Final Approval – Pansy Plants Enterprise Grant
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Pansy Plants LLC is requesting an Enterprise Grant in the amount of \$17,500 with
a 20% contingency to account for inflation relating to building materials and fit-up
costs. At their June 2, 2022 meeting, the West Fargo Economic Development
Advisory Committee voted to recommend approval of the requested grant.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
300 Sheyenne St (Pioneer Place)
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve the Pansy Plants Enterprise Grant in the requested amount as
recommended by the West Fargo Economic Development Advisory Committee.



To: West Fargo City Commission

From: Malachi Petersen, Planner

Date: 6-15-2022

Subject: Pansy Plants Enterprise Grant

Action: Approve Enterprise Grant for Pansy Plants

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

Roben Anderson

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:

The applicant, Pansy Plants, is an indoor plant shop catering to plant lovers which will be moving into Pioneer Place in downtown West Fargo. This is the business's first brick and mortar location and the primary use of any grant funds received will be for fit-up. In addition to selling plants, the applicant also plans to sell locally sourced art. The 1,195 square foot space will be leased from EPIC Companies.

Policy Analysis:

The goal of the Enterprise grant is to use public funds to leverage private investment for interior and exterior improvements to commercial properties located within the City's Downtown Mixed-Use District. The program is intended to encourage property owners and business tenants 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 and not just the maintenance of the property. Examples of businesses which have received the Enterprise Grant in the past include Thunder Coffee, Ferguson Books, and others.

Financial Analysis:

The applicant originally estimated total qualifying expenses of \$24,632 which would make them eligible for \$12,316 in grant funding. Just prior to the June 2 EDAC meeting, however, the applicant revised that estimate to \$35,000 based on added costs due to inflation and supply chain issues.

Economic Development Advisory Committee Meeting Recommendation:

At their June 2, 2022 meeting the Economic Development Advisory Committee voted to recommend approval of an Enterprise Grant to Pansy Plants in the amount of \$17,500 with a contingency of 20% above that number based on qualified receipts that must be submitted by Pansy Plants prior to reimbursement.

Remaining Funds

Out of a total of \$600,000 in funding which was originally dedicated to the Enterprise Grant program \$263,183.52 remains in the Enterprise Grant fund.



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.

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 (Pages1-) 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: 05/23/2022

Initial: SB



Enterprise Grant Application

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION

Name: Scott Brezina

Address: 4920 30th Ave S, Apt 107, Fargo, ND 58104

Phone: 701-388-9809 Fax:

E-Mail: scott.brezina@gmail.com

Applicant Name: Scott Brezina (Owner) / Pansy Plants LLC

Property Owner: (Name of person/entity to RECEIVE grant)
Epic Companies

Property Address: 300 Sheyenne St, West Fargo, ND 58078

Architect/Firm:
(If applicable)

DESCRIPTION OF PROPERTY

Current tenant(s): ☒ Commercial Thunder Coffee, Ferguson Books, Cookie Krums,
Grateful Cratefuls, Birchwood Salon & Boutique, D.A.
Davidson

Building History (If available):

Total Qualifying Expenses \$ 24,632 Total Loan from City \$

Potential Grant Portion of Loan \$ 12,316

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)

Sheet rock walls, concrete floors, no electrical or plumbing.

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)

Scope of work will include adding electrical wiring for outlets and light fixtures, adding plumbing and a sink, tape/texture walls, paint ceiling and duct work, paint walls, seal concrete flooring.

Color scheme will follow 20s, 30s art deco: bright, bold, blues, yellows, metallics.

Please see attached pictures for design and color ideas.

Will work with Epic Companies' contractors to draw design and complete work.

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?

Establishing an internal community and interacting with the surrounding community is very important to Pansy Plants and how its owner sees success. Not only will the project beautify and make use of a part of downtown West Fargo in an exciting way, but it will also drive commercial growth.

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?

Pansy Plants will be an indoor plant shop catering to plant lovers of all skill level. It will fill a missing service and product for West Fargo and its downtown area. The business will be clean and modern looking, and strive to attract a diverse clientele to not only support its business but the surrounding commercial area.



Enterprise Grant Application

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

Initial employment will be 2 personal with total compensation (salary and benefits) totaling \$90,000. Short term growth of the business will be approximately adding 5 additional employees and compensation approximately totaling another \$100,000.

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:

Sett B...

Date: 05/23/2022

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)
) SS.
COUNTY OF CASS)

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)
) SS.
COUNTY OF CASS)

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)







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.

Pansy Plants Location

Date: 5/31/2022

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



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Pansy Plants

Business plan
Prepared May 2022

Contact Information

Scott Brezina
scott.brezina@gmail.com

701-388-9809

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Executive Summary

Opportunity

Problem

The Fargo metro area is made up of the perfect demographic for houseplants, but few places try to capitalize on it properly. The houseplant industry is booming and the drivers of this are not satisfied with the traditional plant options and aesthetics found in a typical florists or nursery. The plant industry is now made of trendy products, social media influencers, and people who define themselves by their favorite hobby. Pansy Plants is the answer for these people.

Solution

Pansy Plants is a plant store centered around the houseplant enthusiast. By utilizing a unique and changing inventory, it will cater to the experienced plant collector while meeting the plant novice where they are through its commitment to service. Pansy Plants mission is to inspire an inclusive community of plant lovers for everyone.

Market

Pansy Plants primary market is the Millennial plant lover. The houseplant industry has been revived by this large generation and is one of the industries the COVID pandemic had a positive influence of. This market group is also the largest age range found in the Fargo metro area with almost 30% of the population. The second market group is the plant lover who is intimidated either by their own skill level or the current lack of service found at current competitors. Pansy Plants aims to cater its service strategy for these people to ensure no one feels excluded from our passion.

Competition

There are many places to buy plants in the Fargo area, however few of them boast the interesting inventory to keep plant collectors coming back and fewer make plant learners their primary outreach strategy. Most competitors in the metro region have a significant lack of product diversity. The few that have the product lack in service. There is currently no business in Fargo providing the two as equal priorities.

Why Us?



Scott's journey with people was filled with learning opportunities, forged relationships, and while it has not always been easy, it has made him stronger. Scott has worked in the retail industry for over 15 years serving in support and management roles. He grew up in retail, learned life lessons in retail, went through COVID in retail, and became who he is today in retail. Scott's diverse and long history has taught him people make everything worth doing, and inspiring and supporting them is the most fulfilling thing he can do. These can take many shapes as well. Support can be operational like

balancing staffing levels, inventory management, studying profit and loss reports, or scrubbing floors; and inspiring people can be as simple as sitting down with a cup of coffee and an open mind.

These passions instilled in this company are why Pansy Plants will be successful, will be loved by a community, and will be why it is worth any investment.

Expectations

Forecast

Pansy Plants is forecasted to break even month 9 during the first year due the heavy focus on sales and marketing on yearly trends as well as tight management of direct costs and expenses. Plant revenue will be based on an average unit price of \$20 per unit while merchandise will be \$25. The direct costs for these will be a third and a half of their respective revenues.

Throughout the year, Pansy Plants' management will utilize the back-to-school season, Halloween, Christmas, Valentine's Day, Mother's Day, and more to generate unit sales throughout the entire year. The generated numbers from these calculations result in the following revenues:

- Year 1: \$234,200
- Year 2: \$255,044
- Year 3: \$283,382

Financing Needed

Pansy Plants is looking to obtain \$200,000 in financing through a small business loan. This will go towards fit up costs totaling approximately \$150,000 from construction, furniture, inventory, etc. Epic Companies will also provide \$28,250 towards these fit up costs. The remaining funds will be used to ensure inventory levels and cover other costs while a steady revenue stream is established.

Opportunity

Problem & Solution

Problem Worth Solving

The plant trend is here to stay and Fargo, ND has not capitalized on it. Plants are now trending on social media platforms with influencers showing off their newest rare find. As of the beginning of May 2022 Instagram hashtags showing off plants had millions of posts; some popular ones include: #plantsofinstagram, 13.9 million posts; #monstera, 3.2 million posts; and #plantlover, 7 million posts. This new generation of plant enthusiasts are also no longer satisfied with the same pathos ivy, peace lily, or "assorted tropical plant" so often found in retailers like Shotwells Floral, Hornbacher's, or Home Depot. The plant lovers now want variegated monsteras, every variety of Hoya, and ring of fire philodendrons.

The few competitors in the area who have noticed this trend and started fostering it in Fargo also have other priorities or offer an overwhelming experience for customers. For example, Baker Garden & Gift in Fargo, ND offers the most extensive variety of plants currently, but also has the least amount of space dedicated to houseplants compared to their gift and outdoor section, and visiting them on a weekend or other peak time can be very overwhelming as one finds themselves surrounded by a large amount of people and a small number of employees.

Our solution

Pansy Plants will offer a personalized experience to plant collectors in the area seeking unique, exciting plants while also fostering the growing love in people who are hesitant or afraid to begin without assistance. The goal to build an inclusive community for the Fargo area will be maintained by a broad, changing line of products, service centered on the person, and community engagement both inside and outside of its retail location.

Target Market

Pansy Plants main customer groups are going to be existing plant collectors driven by the Millennial generation and people who desire to grow plants but stop themselves due to intimidation or lack of knowledge.

The Millennial generation was roughly born between 1981 and 1996 (ages 26 to 41) and has been accredited to reviving the houseplant market. According to the 2019 National Gardening Association study U.S. houseplant sales "surged almost 50 percent to \$1.7 billion" and were driven by this group of people. This aligns perfectly with the Fargo Metro area which boasts an overall population of 240,421, has a median age of 33, and where 29.38 percent of the population (70,648 people) are between the ages of 25 and 44 years. No other age ranges in the area compare in size.

The second group of people was discovered by grassroots means: talking to people. The owner, Scott Brezina, often talks about plants and overwhelmingly gets sought out for advice and help navigating the current make up of the Fargo area's houseplant market. Many people fear killing plants and often cite a past filled with wilted houseplants and overwatering. These people are also at a loss for getting help. They like to look at the plants at competitors, but reference a lack of help by staff and intimidation rooted in their own lack of understanding. These people are who Pansy Plants really wants to bring in and cultivate into a plant community.

Competition

Current alternatives

Pansy Plants competitors range in size and type. Below is a list of the biggest, most notable competitors within the Fargo-Moorhead area. The competitors range in size, variety, and price point however they are all lacking in either an inventory or a service level Pansy Plants wishes to capitalize on.

- Baker Garden & Gift
- Shotwell Floral & Greenhouse
- Floret & Foliage
- Country Greenery
- Prairie Petals
- Hornbacher's
- Cash Wise
- Family Fare
- Lowe's
- Home Depot

- Menards
- Various Online Retailers

Our advantages

Pansy Plants is will build a strong operational foundation and let profits drive the decisions around inventory, staffing, and other initiatives, but its true advantage is going to be its service model. Pansy Plants strong commitment to building a community within, and reaching out to the community surrounding it, is going to give it the edge to be truly successful. This is important because businesses need to not only adapt and listen to its customer base, but also drive trends. Both of these are grounded in trust and communication which are both built through active engagement.

Company

Overview

Mission Statement

To inspire a community of plant lovers by providing quality products paired with an inclusive level of service.

Ownership & Structure

Pansy Plants LLC is registered as a limited liability company. Scott Brezina is the owner. No outside investors are involved.

Support

Chris Erwin: North Dakota Small Business Development Center | Business Advisor

Joe Richards: Urban Prairie Homes, A&R Drywall | Owner

Katie Krumwiede: Cookie Krums | Owner

Execution

Product & Services

Product

- Plants: diverse product line and price points.
- Plant goods:
 - Soil.
 - Fertilizer.
 - Planters.
 - Gardening tools.
 - Watering cans.
- Merchandise:
 - Apparel.
 - Local art and crafts.
 - Small home goods.
 - Gifts.
 - Gift cards.



Services

Pansy Plants will offer the following basic services:

- Proactive engagement on the sales floor.

- Potting station for people who do not want the mess at home. This will be free for people who purchase a plant and a pot on the same day and done by a store associate to mitigate waste of soil.
- Online sales with in store pick up.

Pansy Plants will also offer two premium services:

- Themed Plant Classes
 - Average \$40 per person.
 - Offered twice a month, averaging ten people per class.
 - The classes will have a variety of themes depending on the season like cacti gardens, macrame plant hangers, and shaping bonsai. The cost for the class will include the materials used.
- Plant of the Month Club
 - \$50 cost per month for a subscription.
 - People who sign up will get a plant, an accessory, and an exclusive gift once a month. These will be available to be picked up in store or shipped directly to the person. Shipping will be an extra fee.

Marketing & Sales

Marketing Plan

Communicating with Customers

Communicating with customers in the correct way is important. Pansy Plants' primary communication outside of the store will be through social media platforms: Instagram, TikTok, and potential new ones. The second form of communication will be through a Customer Engagement service such as EZ Texting. This will allow the team to text out coupons, flash sales, or plant restocks to our customer base.

Communicating with the Community

Building a community in the store is very important to Pansy Plants and the best way to do this is by interacting with the community. Ideas for getting out into the community include:

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- Community events: Pride in the Park, Unglued Craft Fairs, Fargo Street Fair, etc.
- Explore partnerships with organizations or nonprofits like: Plants for Patients, The Bee & Butterfly Habitat Fund, community gardens.
- Collaborations with other businesses. Confirmed collaborators: Cookie Krums.



Sales Plan

Engaging in the Store

Customers will always be the first priority on the sales floor. It is important everyone feels comfortable no matter their expertise with plants. Pansy Plants' approach to ensure everyone feels supported will be first addressed by connecting with the customer. Conversations should not begin with, "what brings you in today?" or "what can I help you find?," but instead start with questions like, "how is your day going?" Also asking them questions about their personal plant collection, their comfortability with plants, and their plant growing environment will allow the team to personalize

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everyone's experience in the store. While the store will be profit driven, interactions should always place the person first and sales should be created by getting to know the customers.

Personally talking too many plant "novices," they often feel overwhelmed shopping at the competitors stores because the lack of help identifying the perfect plant for them. The second way to support customers will be geared towards these beginner plant lovers who may also want a more independent shopping experience. The approach is to color code some of the inventory to clearly identify beginner plants, plants that enjoy high levels of light, etc. ensuring people know what they are buying.

The final way to support customers is by providing them with plant "cheat sheets." This will provide them with clear and visual instructions on how to care for their plants and will be displayed in a self-service display by the plants. Sample Plant Guide:

Plumeria

Plumeria frangipani



Plumeria are fun tropical plants you can use to create a statement on your patio or in a sunny room! Have it for years by hibernating it in the winter months.

Be prepared to give this one a lot of space. In the right conditions, they can get to 20 feet tall!



Full, Direct Sun
6-8 Hours Preferred
Sunlight needed for blooms



Loves a lot of water
Needs to dry out between waterings
Beware of root rot!!!



Coarse, well-draining
Cactus, palm, sandy mixes preferred.

Fun Fact! Moths and plumeria are bffs! Plumeria blooms are even more fragrant at night in order to attract these pollinators.

Operations

Locations & Facilities

Pansy Plants will base their operations out of the Pioneer Plaza on Sheyenne Street in West Fargo, North Dakota. The current space is 1,195 square feet which is easily manageable by a smaller team in order to keep payroll costs down.

The Pioneer Plaza is owned and operated by Epic Companies out of Fargo, ND. The group is actively revitalizing areas of the Fargo metro area by building mix-use buildings containing commercial and residential spaces. The space Pansy Plants will be occupying is surrounded by other local businesses, restaurants, potential collaborators, and apartments all in the same building. The space is also surrounded by a population of 43,073 people within 3 miles.

Technology

The point-of-sale (POS) system will be the Clover Standard Station Duo POS system. This comes with a cash drawer, receipt printer, card payment machine, and a screen for workers to use. Using this system will help streamline operations, sales reports, and track customers and what they purchased.

Squarespace is a website builder. It comes with different templates and with the option to create your own from start to finish. Pansy Plants will have the ability to create a customized website and also create the domain. Squarespace will also allow Pansy Plants to further build its brand.

As a marketing tool, EZTexting is an amazing tool to communicate with customers. Using this software the Pansy Plants team has the opportunity to send personalized messages to all customers. This can help boost sales, drive foot traffic, provide a technology based customer service, and help with employee to customer communication.

Using Wave Financial software will help with payroll for employees, help track income and expenses, and create invoices. This software will help make these tasks easier and is a more cost efficient platform than QuickBooks.

For wireless internet, Midco offers high-speed internet, network reliability and redundancy, smart and scalable solutions, and a basic distributed denial of service (DDoS) protection that is built in.

Equipment & Tools

Wholesalers

- Altman Online: Cacti and succulents
 - <https://shopaltmanonline.com>
- Western Cactus Enterprises Inc: Cacti and succulents
 - <https://westerncactus.com>
- Baja Cactus and Succulents: Cacti and succulents
 - <https://bajasucculents.com/gallery>
- Morning Dew Tropical Plants: Tropical plants
 - <https://www.morningdewtropical.com>
- Costa Farms: Tropical plants
 - <https://www.berneckers.com/contact/>
- Good Dirt: Soil, fertilizers, and soil treatments
 - <https://wholesale.getgooddirt.com/wholesale/>
- Faire: Plant care accessories and misc merchandise
 - <https://www.faire.com>
- Amazon Wholesale
 - <https://business.amazon.com/>

Confirmed Local Artists

- Nine Days: cross stitch, jewelry, general art and craft (pictured below).
- Erica Taavola: prints



Propagation

With the acquisition of a brick and mortar location, Pansy Plants will begin propagating their own products. This will reduce inventory costs and decrease the length of product lines, building a more resilient business.

Metrics

The key metrics Pansy Plants will focus on include: profit margins, inventory shrink, daily revenue and units per transaction. Maintaining appropriate profit margins is critical for this industry when on average, a third of revenue goes back to maintaining inventory. This will require precise product pricing to ensure customer demand stays high and revenue is maintained. Inventory shrink is very important because a large part of the inventory can be easily rendered unsellable. Ensuring product is accurately cared for on top of typical shrink causes like theft, employee error, and fraud is key. Lastly daily revenue and units per transaction go hand in hand. Increasing units per transaction is an easy way to increase daily revenue and a business cannot service with healthy revenue.

Financial Plan

Forecast

In order to generate the financial projections, the following information was used:

- Plant unit average sale price: \$20.
- Plant wholesale cost: A third of its revenue.
- Merchandise unit average sale price: \$25.
- Merchandise wholesale cost: Half of its revenue.
- Plant classes average price: \$40 per person.
- Plant subscription average price: \$50 per person.

Yearly sales flows were also assumed with the following peaks and valleys:

- Increase in August due to the increase in shopping and out of town traffic for back-to-school.
- Increase in October due to product and marketing capitalization of Halloween.
- Increase throughout November and December due to holiday shopping, Black Friday, and Small Business Saturday.
- Decrease in January due to post holiday sales slump and cold weather.
- Increase in February due to Valentine's Day.
- Increase in March or April due to Easter.
- Increase in May due to Mother's Day, Teacher's Appreciation Day, and spring/summer weather shift.

Financing

Use of funds

The biggest initial expense will be preparing the space. Currently the space has sheet rock and concrete flooring as a base. Funds will be required to put in the electrical, plumbing, and tape and texture the space. The space will not require a restroom or the building of any walls or other

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features which will greatly cut down on costs. We estimated an approximate cost \$149,375. This number includes \$20,110 for initial inventory, \$5,079 for furniture and other asset purchases, and the remaining for construction costs.

The remaining funds would be to ensure proper inventory is maintained and be held in reserve to cover costs until proper revenue has been created. Pansy Plants' owner will control costs by utilizing used and found furniture which can be refurbishes by himself; heavily relying on social media, word of mouth drives, and fellow small businesses to advertise and market; and only pay himself the necessary wage to cover personal costs until the business thrives.

Sources of Funds

The owner Scott Brezina has \$20,000 in personal funds towards Pansy Plants' small business loan application. Epic Companies, the future landlord, has a \$25 per square foot fit-up allowance. This would result in \$28,250 in funds towards fit-up fees. \$180,000 would be obtained through a small business loan.



Scott Brezina
Pansy Plants

701-388-9809
scott.brezina@gmail.com
5/17/2022

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 therefore give no opinion or assurance of the enclosed financial statements being free of material defects or of their accuracy. The enclosed pro-forma financial statements are compiled utilizing commonly accepted methods of financial projection and budgeting; while the client is to provide accurate and true information to build these statements. The Small Business Development Center's responsibility is to present the client's information in the most complete manner possible.

Prepared by:

Chris Erwin
ND SBDC Fargo & Southeast Center
1854 Research Circle, Ste. 116
Fargo, ND 58102
701-499-5273
chris@ndsbd.org

Critical Assumptions

Scott Brezina - Pansy Plants

5/17/2022

Project Summary

Pansy Plants is a house plant boutique and indoor gardening center. Scott Brezina is seeking \$200,000 in total financing. \$170,000 commercial loan w/ SBA or BND guaranty. The funding will be used for renovations, fitup, fixtures, inventory and working capital. Client requested SBDC assistance with business plan development, financial projections and capital acquisition.

Starting Balance Sheet

Sources & Uses:

Uses	Amount	Sources	Amount	Interest	Term	Monthly D/S
Renovations	\$124,186	Commercial Loan Guaranty*	\$170,000	7.00%	10yr	\$1,973.84
Equipment	\$5,079	Cash equity (owner 15%)	\$30,000			
Inventory	\$20,110					
WC	\$50,625					
	\$200,000		\$200,000			\$1,973.84

*SBA 7(a) or BND Beginning Entrepreneur Loan Guaranty program

Depreciation/Amortization

Renovations/Fitup is depreciated over 15 years using standard straight-line method
Computers, hardware is depreciated over 3 years

Revenue/COGS

Assumes average retail revenue of \$20 per transaction.
The shop will be open 6 days per week from 10-7pm
COGS is 30% overall and 35% for retail sales which is typical for the garden industry
Assumes 10% revenue YOY increase for Y2 & Y3
Service revenue includes gardening & plant classes, and monthly plant club subscription model

Expenses

Labor

Owner will begin drawing a salary of \$2917 per month starting in Y1M1
Includes 5% YOY expense increase for Y2 & Y3
Employee payroll taxes calculated at 7.65%, owner payroll taxes calculated at 15.30%
WSI calculated at 2% of wages
Staff includes one FT and one PT besides owner

Other

Starting Rent is based on 1,195 sq ft at \$18 per sq ft plus \$6.50 in CAM.
Subscription services includes Wave (bookkeeping and payroll monthly subscription)

Profitability

	YR1		YR2		YR3	
Sales Revenue	\$234,200		\$255,044		\$283,382	
Cost of Goods	\$70,018	30%	\$77,215	30%	\$85,794	30%
Gross Profit	\$164,183	70%	\$177,829	70%	\$197,588	70%
Expenses	\$122,168	52%	\$140,965	55%	\$146,473	52%
Net Income	\$42,015	18%	\$36,865	14%	\$51,115	18%

Months to Break Even

8.8

Debt Coverage Ratio:

2.72

Days in A/R

0

Inventory Days

105

AP Days

10

Purchase at point of sale
86 days in Y3

Proposed Balance Sheet	5/18/2022	Changes	Proposed
Current Assets		Non-504	
Cash	\$0	\$50,625	\$50,625
Accounts Receivable	\$0	\$0	\$0
Inventory	\$0	\$20,110	\$20,110
Total Current Assets	\$0	\$70,735	\$70,735
Fixed Assets (Net)			
Land	\$0	\$0	\$0
Buildings	\$0	\$0	\$0
Renovations	\$0	\$124,186	\$124,186
Equipment & Machinery	\$0	\$0	\$0
Furniture & Fixtures	\$0	\$5,079	\$5,079
Total Fixed Assets	\$0	\$129,265	\$129,265
Intangibles			
Intangible Assets	\$0	\$0	\$0
Organizational Expense	\$0	\$0	\$0
Loan Fees	\$0	\$0	\$0
Total Intangible Assets	\$0	\$0	\$0
Total Assets	\$0	\$200,000	\$200,000
Current Liabilities		Non-504	
Notes Payable - Bank	\$0	\$0	\$0
Notes Payable - Other	\$0	\$0	\$0
Taxes Payable (3)	\$0	\$0	\$0
CPLTD - Loan 1	\$0	\$12,172	\$12,172
CPLTD - 504 Commercial			\$0
CPLTD - 504 Bonds			\$0
Total Current Liabilities	\$0	\$12,172	\$12,172
Long Term Liabilities			
Long-Term Loan 1	\$0	\$157,828	\$157,828
Subordinated Officer Debt	\$0	\$0	\$0
Other Long Term Debt	\$0	\$0	\$0
Total LT Liabilities	\$0	\$157,828	\$157,828
Total Debt	\$0	\$170,000	\$170,000
Equity		Non-504	
Common Stock	\$0		\$0
Additional Cash Injection	\$0	\$30,000	\$30,000
Retained Earnings	\$0		\$0
Treasury Stock	\$0	\$0	\$0
Total Equity	\$0	\$30,000	\$30,000
Total Debt & Equity	\$0	\$200,000	\$200,000

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)

\$20,000

Cash Injection	<u>\$30,000</u>
SBA 504 Required Cash Injection	<u>\$0</u>
Business Net Worth	<u>\$0</u>
Other Equity	<u>\$0</u>
Treasury Stock	<u>\$0</u>

Total Equity Contribution	<u>\$30,000</u>	15%
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Debt (borrowed money)

Existing Loans	<u>\$0</u>
New Loans	<u>\$170,000</u>
504 Loan Proceeds	<u>\$0</u>
Line of Credit Drawn	<u>\$0</u> (\$ _____ Limit)
Other Debt	<u>\$0</u>
Accrued Expenses	<u>\$0</u>
Taxes Payable	<u>\$0</u>
Accounts Payable	<u>\$0</u>

Total Debt Contribution	<u>\$170,000</u>	85%
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Total Sources of Funds \$200,000

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

Fixed Assets:

Land	<u>\$0</u>
Buildings	<u>\$0</u>
Renovations	<u>\$124,186</u>
Equipment & Machinery	<u>\$0</u>
Furniture & Fixtures	<u>\$5,079</u>
Other Fixed Assets	<u>\$0</u>
Other Fixed Assets	<u>\$0</u>
Other Fixed Assets	<u>\$0</u>
Intangible Assets	<u>\$0</u>
Organizational Expense	<u>\$0</u>
Loan Fees	<u>\$0</u>

Total Long Term Assets	<u>\$129,265</u>
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Inventory	<u>\$20,110</u>
Accounts Receivable	<u>\$0</u>
Prepaid Expenses	<u>\$0</u>
Working Capital (Cash)	<u>\$50,625</u>
Other Current Assets	<u>\$0</u>
Other Current Assets	<u>\$0</u>
Other Current Assets	<u>\$0</u>

Total Uses of Funds \$200,000

Number of Years Revenue Projection: **3**

Method of Projecting Revenues: **2**

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: **\$283,382** Months Growth to Achieve Goal: **24**

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

4 = Monthly Increase % **0%** Monthly Increase

Year 1		Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	TOTALS	Start-Up Curve Seasonality
			4.3%	8.7%	13.0%	17.4%	21.7%	26.1%	30.4%	34.8%	39.1%	43.5%	47.8%	23.9%	
		8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	100.00%	
Retail Sales	86.50%	\$11,000	\$12,100	\$13,310	\$14,642	\$16,106	\$19,250	\$14,642	\$17,600	\$18,700	\$19,800	\$20,900	\$22,000	\$200,050	
Services	13.50%	\$900	\$1,200	\$1,200	\$1,200	\$1,800	\$3,000	\$2,800	\$3,450	\$3,900	\$4,500	\$5,400	\$6,000	\$34,150	
	100.00%	\$11,000	\$13,000	\$14,510	\$15,842	\$17,906	\$22,250	\$17,442	\$21,050	\$22,600	\$24,300	\$26,300	\$28,000	\$234,200	
Year 2		Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	TOTALS	Start-Up Curve Seasonality
		90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	
		10.33%	8.99%	8.04%	7.53%	6.53%	5.59%	5.66%	5.33%	5.88%	11.12%	11.50%	13.50%	100.00%	
Retail Sales	86.50%	\$22,789	\$19,833	\$17,737	\$16,612	\$14,406	\$12,332	\$12,487	\$11,759	\$12,972	\$24,532	\$25,370	\$29,783	\$220,613	
Services	13.50%	\$3,557	\$3,095	\$2,768	\$2,593	\$2,248	\$1,925	\$1,949	\$1,835	\$2,025	\$3,829	\$3,960	\$4,648	\$34,431	
	100.00%	\$26,346	\$22,928	\$20,506	\$19,205	\$16,654	\$14,257	\$14,435	\$13,594	\$14,997	\$28,361	\$29,330	\$34,431	\$255,044	
Year 3		Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	TOTALS	Start-Up Curve Seasonality
		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	
		10.33%	8.99%	8.04%	7.53%	6.53%	5.59%	5.66%	5.33%	5.88%	11.12%	11.50%	13.50%	100.00%	
Retail Sales	86.50%	\$25,321	\$22,037	\$19,708	\$18,458	\$16,007	\$13,703	\$13,874	\$13,065	\$14,413	\$27,258	\$28,189	\$33,092	\$245,125	
Services	13.50%	\$3,952	\$3,439	\$3,076	\$2,881	\$2,498	\$2,139	\$2,165	\$2,039	\$2,249	\$4,254	\$4,400	\$5,165	\$38,257	
	100.00%	\$29,273	\$25,476	\$22,784	\$21,339	\$18,505	\$15,841	\$16,039	\$15,104	\$16,663	\$31,512	\$32,589	\$38,257	\$283,382	

Client Name:		Scott Brezina - Pansy Plants				The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client.							 NORTH DAKOTA SMALL BUSINESS DEVELOPMENT CENTERS <i>Your Ideas - Our Expertise - Your Success</i>		
FINANCIAL STATEMENT:		Pro Forma Income Statement				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		5/17/2022													
Year 1		Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	TOTALS	
REVENUE		\$11,000	\$13,000	\$14,510	\$15,842	\$17,906	\$22,250	\$17,442	\$21,050	\$22,600	\$24,300	\$26,300	\$28,000	\$234,200	100.0%
COST OF GOODS SOLD		\$3,850	\$4,235	\$4,659	\$5,125	\$5,637	\$6,738	\$5,125	\$6,160	\$6,545	\$6,930	\$7,315	\$7,700	\$70,018	29.9%
GROSS PROFIT		\$7,150	\$8,765	\$9,852	\$10,717	\$12,269	\$15,513	\$12,317	\$14,890	\$16,055	\$17,370	\$18,985	\$20,300	\$164,183	70.1%
EXPENSES:															
Owner's Salary		\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$35,004	14.9%
Owner Payroll Taxes	15.30%	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$5,356	2.3%
Fixed Employee Wages		\$833	\$833	\$833	\$833	\$833	\$1,666	\$2,502	\$1,666	\$1,666	\$1,666	\$1,666	\$2,499	\$17,496	7.5%
Fixed Payroll Taxes	7.65%	\$64	\$64	\$64	\$64	\$64	\$127	\$191	\$127	\$127	\$127	\$127	\$191	\$1,338	0.6%
Workers Comp	2.00%	\$17	\$17	\$17	\$17	\$17	\$33	\$50	\$33	\$33	\$33	\$33	\$50	\$350	0.1%
Bad Debts	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Professional Services		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Rent		\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$29,280	12.5%
Telephone and Internet		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600	0.3%
Utilities		\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000	1.3%
Insurance - Health, Liability		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Equipment Lease		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Real Estate Taxes		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Miscellaneous		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Subscription Services		\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$1,104	0.5%
Prepaid Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Credit Card Fees	2.9%	\$319	\$377	\$421	\$459	\$519	\$645	\$506	\$610	\$655	\$705	\$763	\$812	\$6,792	2.9%
Other Direct Expense	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Other Direct Expense	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Int - Loan 1		\$992	\$986	\$980	\$974	\$969	\$963	\$957	\$951	\$945	\$939	\$933	\$927	\$11,514	4.9%
Depreciation		\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$10,333	4.4%
Amortization		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL EXPENSES		\$9,280	\$9,333	\$9,371	\$9,404	\$9,458	\$10,491	\$11,262	\$10,444	\$10,483	\$10,527	\$10,579	\$11,535	\$122,168	52.2%
NET PROFIT BEFORE TAX		(\$2,130)	(\$568)	\$481	\$1,314	\$2,811	\$5,021	\$1,055	\$4,446	\$5,572	\$6,843	\$8,406	\$8,765	\$42,015	17.9%
INCOME TAX		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NET INCOME		(\$2,130)	(\$568)	\$481	\$1,314	\$2,811	\$5,021	\$1,055	\$4,446	\$5,572	\$6,843	\$8,406	\$8,765	\$42,015	17.9%

Client Name: FINANCIAL STATEMENT: Date Prepared		Scott Brezina - Pansy Plants Pro Forma Cash Flow 5/17/2022		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.											
BUDGET MONTH		Year 1	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	TOTAL
CASH INFLOW															
Cash Sales			\$10,450	\$12,350	\$13,785	\$15,050	\$17,011	\$21,138	\$16,570	\$19,998	\$21,470	\$23,085	\$24,985	\$26,600	\$222,490
Collection from Credit			\$0	\$550	\$650	\$726	\$792	\$895	\$1,113	\$872	\$1,053	\$1,130	\$1,215	\$1,315	\$10,310
TOTAL CASH RECEIVED			\$10,450	\$12,900	\$14,435	\$15,775	\$17,803	\$22,033	\$17,682	\$20,870	\$22,523	\$24,215	\$26,200	\$27,915	\$232,800
CASH PAID OUT															
Cost of Goods Sold			\$2,888	\$4,139	\$4,553	\$5,008	\$5,509	\$6,462	\$5,528	\$5,901	\$6,449	\$6,834	\$7,219	\$7,604	\$68,093
Owner's Salary			\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$35,004
Owner Payroll Taxes			\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$5,356
Fixed Employee Wages			\$833	\$833	\$833	\$833	\$833	\$1,666	\$2,502	\$1,666	\$1,666	\$1,666	\$1,666	\$2,499	\$17,496
Fixed Payroll Taxes			\$64	\$64	\$64	\$64	\$64	\$127	\$191	\$127	\$127	\$127	\$127	\$191	\$1,338
Workers Comp			\$17	\$17	\$17	\$17	\$17	\$33	\$50	\$33	\$33	\$33	\$33	\$50	\$350
Rent			\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$2,440	\$29,280
Telephone and Internet			\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
Utilities			\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
Insurance - Health, Liability			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Lease			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Real Estate Taxes			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subscription Services			\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$1,104
Prepaid Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Fees			\$319	\$377	\$421	\$459	\$519	\$645	\$506	\$610	\$655	\$705	\$763	\$812	\$6,792
Other Direct Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Int - Loan 1			\$992	\$986	\$980	\$974	\$969	\$963	\$957	\$951	\$945	\$939	\$933	\$927	\$11,514
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			\$11,307	\$12,610	\$13,062	\$13,551	\$14,106	\$16,092	\$15,929	\$15,485	\$16,071	\$16,499	\$16,936	\$18,278	\$179,927
Princ. Pmt - Loan 1			\$982	\$988	\$994	\$999	\$1,005	\$1,011	\$1,017	\$1,023	\$1,029	\$1,035	\$1,041	\$1,047	\$12,172
Capital Purchases			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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			\$12,289	\$13,598	\$14,056	\$14,550	\$15,111	\$17,104	\$16,946	\$16,508	\$17,100	\$17,534	\$17,977	\$19,325	\$192,098
CHANGE IN CASH			(\$1,839)	(\$698)	\$379	\$1,225	\$2,692	\$4,929	\$736	\$4,362	\$5,422	\$6,681	\$8,223	\$8,590	\$40,702
Beginning Balance			\$50,625	\$48,786	\$48,088	\$48,466	\$49,692	\$52,384	\$57,313	\$58,049	\$62,411	\$67,833	\$74,514	\$82,737	
Ending Balance			\$48,786	\$48,088	\$48,466	\$49,692	\$52,384	\$57,313	\$58,049	\$62,411	\$67,833	\$74,514	\$82,737	\$91,327	

Client Name: FINANCIAL STATEMENT: Date Prepared		Scott Brezina - Pansy Plants Pro Forma Balance Sheets 5/17/2022		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 1		May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Cash		\$50,625	\$48,786	\$48,088	\$48,466	\$49,692	\$52,384	\$57,313	\$58,049	\$62,411	\$67,833	\$74,514	\$82,737	\$91,327
Accounts Receivable		\$0	\$550	\$650	\$726	\$792	\$895	\$1,113	\$872	\$1,053	\$1,130	\$1,215	\$1,315	\$1,400
Inventory		\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110
Prepays		\$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
Current Assets		\$70,735	\$69,446	\$68,848	\$69,302	\$70,594	\$73,389	\$78,535	\$79,031	\$83,573	\$89,073	\$95,839	\$104,162	\$112,837
Net Fixed Assets		\$129,265	\$128,404	\$127,543	\$126,682	\$125,821	\$124,959	\$124,098	\$123,237	\$122,376	\$121,515	\$120,654	\$119,793	\$118,932
Net Intangibles		\$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 ASSETS		\$200,000	\$197,850	\$196,390	\$195,983	\$196,414	\$198,348	\$202,634	\$202,268	\$205,950	\$210,588	\$216,493	\$223,954	\$231,768
Notes Payable - Bank		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Notes Payable - Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Line of Credit Payable		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Payable		\$0	\$963	\$1,059	\$1,165	\$1,281	\$1,409	\$1,684	\$1,281	\$1,540	\$1,636	\$1,733	\$1,829	\$1,925
Accruals		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Payable		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CPLTD-Loan 1		\$12,172	\$12,243	\$12,314	\$12,386	\$12,458	\$12,531	\$12,604	\$12,678	\$12,751	\$12,826	\$12,901	\$12,976	\$13,052
Current Liabilities		\$12,172	\$13,205	\$13,373	\$13,551	\$13,739	\$13,940	\$14,288	\$13,959	\$14,291	\$14,462	\$14,633	\$14,805	\$14,977
Long-Term Loan 1		\$157,828	\$156,775	\$155,716	\$154,650	\$153,579	\$152,501	\$151,416	\$150,326	\$149,229	\$148,125	\$147,016	\$145,899	\$144,777
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		\$170,000	\$169,980	\$169,089	\$168,201	\$167,318	\$166,441	\$165,705	\$164,284	\$163,520	\$162,588	\$161,649	\$160,704	\$159,753
Common Stock		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Add'l Equity Injections		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Retained Earnings		\$0	(\$2,130)	(\$2,698)	(\$2,217)	(\$904)	\$1,908	\$6,929	\$7,984	\$12,429	\$18,001	\$24,844	\$33,250	\$42,015
- Treasury Stock		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Owner's Equity		\$30,000	\$27,870	\$27,302	\$27,783	\$29,096	\$31,908	\$36,929	\$37,984	\$42,429	\$48,001	\$54,844	\$63,250	\$72,015
TOT LIA & NET WORTH		\$200,000	\$197,850	\$196,390	\$195,983	\$196,414	\$198,348	\$202,634	\$202,268	\$205,950	\$210,588	\$216,493	\$223,954	\$231,768
CHECK		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Client Name: FINANCIAL STATEMENT: Date Prepared		Scott Brezina - Pansy Plants Pro Forma Income Statement 5/17/2022			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		Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	TOTALS	
REVENUE		\$26,346	\$22,928	\$20,506	\$19,205	\$16,654	\$14,257	\$14,435	\$13,594	\$14,997	\$28,361	\$29,330	\$34,431	\$255,044	100.0%
COST OF GOODS SOLD		\$7,976	\$6,942	\$6,208	\$5,814	\$5,042	\$4,316	\$4,370	\$4,116	\$4,540	\$8,586	\$8,880	\$10,424	\$77,215	30.3%
GROSS PROFIT		\$18,370	\$15,987	\$14,297	\$13,391	\$11,612	\$9,941	\$10,065	\$9,478	\$10,456	\$19,775	\$20,450	\$24,007	\$177,829	69.7%
EXPENSES:		5.0% Expense Growth													
Owner's Salary		\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$36,754	14.4%
Owner Payroll Taxes	15.30%	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$5,623	2.2%
Fixed Employee Wages		\$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	12.4%
Fixed Payroll Taxes	7.65%	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$2,410	0.9%
Workers Comp	2.00%	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$630	0.2%
Bad Debts	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Professional Services		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Rent		\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$30,744	12.1%
Telephone and Internet		\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$630	0.2%
Utilities		\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$3,150	1.2%
Insurance - Health, Liability		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Equipment Lease		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Real Estate Taxes		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Miscellaneous		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Subscription Services		\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$1,159	0.5%
Prepaid Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Credit Card Fees	2.9%	\$764	\$665	\$595	\$557	\$483	\$413	\$419	\$394	\$435	\$822	\$851	\$998	\$7,396	2.9%
Other Direct Expense	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Other Direct Expense	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Int - Loan 1		\$921	\$915	\$908	\$902	\$896	\$890	\$883	\$877	\$871	\$864	\$858	\$851	\$10,635	4.2%
Depreciation		\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$10,333	4.1%
Amortization		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL EXPENSES		\$11,929	\$11,824	\$11,747	\$11,704	\$11,623	\$11,548	\$11,546	\$11,516	\$11,550	\$11,931	\$11,953	\$12,094	\$140,965	55.3%
NET PROFIT BEFORE TAX		\$6,441	\$4,163	\$2,550	\$1,687	(\$11)	(\$1,607)	(\$1,481)	(\$2,037)	(\$1,094)	\$7,844	\$8,498	\$11,913	\$36,865	14.5%
INCOME TAX		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NET INCOME		\$6,441	\$4,163	\$2,550	\$1,687	(\$11)	(\$1,607)	(\$1,481)	(\$2,037)	(\$1,094)	\$7,844	\$8,498	\$11,913	\$36,865	14.5%

Client Name: FINANCIAL STATEMENT: Date Prepared		Scott Brezina - Pansy Plants Pro Forma Cash Flow 5/17/2022			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.										
BUDGET MONTH		Year 2	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	TOTAL
CASH INFLOW															
Cash Sales			\$25,029	\$21,782	\$19,480	\$18,245	\$15,822	\$13,544	\$13,714	\$12,914	\$14,247	\$26,943	\$27,864	\$32,709	\$242,292
Collection from Credit			\$1,400	\$1,317	\$1,146	\$1,025	\$960	\$833	\$713	\$722	\$680	\$750	\$1,418	\$1,467	\$12,431
TOTAL CASH RECEIVED			\$26,429	\$23,099	\$20,627	\$19,270	\$16,782	\$14,377	\$14,427	\$13,636	\$14,926	\$27,693	\$29,282	\$34,176	\$254,722
CASH PAID OUT															
Cost of Goods Sold			\$7,907	\$7,200	\$6,391	\$5,913	\$5,235	\$4,498	\$4,357	\$4,179	\$4,434	\$7,575	\$8,806	\$10,038	\$76,534
Owner's Salary			\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$36,754
Owner Payroll Taxes			\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$5,623
Fixed Employee Wages			\$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
Fixed Payroll Taxes			\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$2,410
Workers Comp			\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$630
Rent			\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$30,744
Telephone and Internet			\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$630
Utilities			\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$3,150
Insurance - Health, Liability			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Lease			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Real Estate Taxes			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subscription Services			\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$1,159
Prepaid Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Fees			\$764	\$665	\$595	\$557	\$483	\$413	\$419	\$394	\$435	\$822	\$851	\$998	\$7,396
Other Direct Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Int - Loan 1			\$921	\$915	\$908	\$902	\$896	\$890	\$883	\$877	\$871	\$864	\$858	\$851	\$10,635
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			\$18,975	\$18,163	\$17,278	\$16,755	\$15,997	\$15,184	\$15,042	\$14,834	\$15,123	\$18,645	\$19,898	\$21,271	\$207,165
Princ. Pmt - Loan 1			\$1,053	\$1,059	\$1,066	\$1,072	\$1,078	\$1,084	\$1,091	\$1,097	\$1,103	\$1,110	\$1,116	\$1,123	\$13,052
Capital Purchases			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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			\$20,028	\$19,222	\$18,343	\$17,827	\$17,075	\$16,268	\$16,133	\$15,931	\$16,226	\$19,754	\$21,014	\$22,394	\$220,216
CHANGE IN CASH			\$6,400	\$3,877	\$2,283	\$1,443	(\$293)	(\$1,892)	(\$1,706)	(\$2,295)	(\$1,300)	\$7,938	\$8,267	\$11,782	\$34,506
Beginning Balance			\$91,327	\$97,727	\$101,604	\$103,887	\$105,330	\$105,037	\$103,145	\$101,439	\$99,144	\$97,844	\$105,783	\$114,050	
Ending Balance			\$97,727	\$101,604	\$103,887	\$105,330	\$105,037	\$103,145	\$101,439	\$99,144	\$97,844	\$105,783	\$114,050	\$125,832	

Client Name:		Scott Brezina - Pansy Plants				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		5/17/2022										
Year 2	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
Cash	\$97,727	\$101,604	\$103,887	\$105,330	\$105,037	\$103,145	\$101,439	\$99,144	\$97,844	\$105,783	\$114,050	\$125,832
Accounts Receivable	\$1,317	\$1,146	\$1,025	\$960	\$833	\$713	\$722	\$680	\$750	\$1,418	\$1,467	\$1,722
Inventory	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110
Prepays	\$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
Current Assets	\$119,154	\$122,860	\$125,022	\$126,400	\$125,979	\$123,968	\$122,271	\$119,934	\$118,704	\$127,311	\$135,627	\$147,664
Net Fixed Assets	\$118,071	\$117,209	\$116,348	\$115,487	\$114,626	\$113,765	\$112,904	\$112,043	\$111,182	\$110,321	\$109,459	\$108,598
Net Intangibles	\$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
TOTAL ASSETS	\$237,225	\$240,070	\$241,371	\$241,888	\$240,605	\$237,733	\$235,175	\$231,977	\$229,886	\$237,631	\$245,086	\$256,262
Notes Payable - Bank	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Notes Payable - Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Line of Credit Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Payable	\$1,994	\$1,735	\$1,552	\$1,454	\$1,261	\$1,079	\$1,093	\$1,029	\$1,135	\$2,147	\$2,220	\$2,606
Accruals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CPLTD-Loan 1	\$13,128	\$13,204	\$13,281	\$13,359	\$13,437	\$13,515	\$13,594	\$13,673	\$13,753	\$13,833	\$13,914	\$13,995
Current Liabilities	\$15,122	\$14,940	\$14,833	\$14,812	\$14,697	\$14,594	\$14,687	\$14,702	\$14,888	\$15,980	\$16,134	\$16,601
Long-Term Loan 1	\$143,647	\$142,511	\$141,369	\$140,220	\$139,064	\$137,901	\$136,732	\$135,556	\$134,372	\$133,182	\$131,985	\$130,782
Subordinated Officer Debt	\$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
Total Liabilities	\$158,769	\$157,451	\$156,202	\$155,032	\$153,761	\$152,495	\$151,418	\$150,258	\$149,261	\$149,162	\$148,119	\$147,383
Common Stock	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Add'l Equity Injections	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Retained Earnings	\$48,456	\$52,618	\$55,168	\$56,855	\$56,844	\$55,237	\$53,756	\$51,719	\$50,625	\$58,469	\$66,967	\$78,880
- Treasury Stock	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Owner's Equity	\$78,456	\$82,618	\$85,168	\$86,855	\$86,844	\$85,237	\$83,756	\$81,719	\$80,625	\$88,469	\$96,967	\$108,880
TOT LIA & NET WORTH	\$237,225	\$240,070	\$241,371	\$241,888	\$240,605	\$237,733	\$235,175	\$231,977	\$229,886	\$237,631	\$245,086	\$256,262
CHECK	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Client Name: FINANCIAL STATEMENT: Date Prepared		Scott Brezina - Pansy Plants Pro Forma Income Statement 5/17/2022		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	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	TOTALS	
REVENUE		\$29,273	\$25,476	\$22,784	\$21,339	\$18,505	\$15,841	\$16,039	\$15,104	\$16,663	\$31,512	\$32,589	\$38,257	\$283,382	100.0%
COST OF GOODS SOLD		\$8,863	\$7,713	\$6,898	\$6,460	\$5,602	\$4,796	\$4,856	\$4,573	\$5,045	\$9,540	\$9,866	\$11,582	\$85,794	30.3%
GROSS PROFIT		\$20,411	\$17,763	\$15,886	\$14,878	\$12,903	\$11,045	\$11,183	\$10,531	\$11,618	\$21,972	\$22,723	\$26,674	\$197,588	69.7%
EXPENSES:		5.0% Expense Growth													
Owner's Salary		\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$38,592	13.6%
Owner Payroll Taxes	15.30%	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$5,905	2.1%
Fixed Employee Wages		\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$33,075	11.7%
Fixed Payroll Taxes	7.65%	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$2,530	0.9%
Workers Comp	2.00%	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$662	0.2%
Bad Debts	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Professional Services		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Rent		\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$32,281	11.4%
Telephone and Internet		\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$662	0.2%
Utilities		\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$3,308	1.2%
Insurance - Health, Liability		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Equipment Lease		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Real Estate Taxes		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Miscellaneous		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Subscription Services		\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$1,217	0.4%
Prepaid Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Credit Card Fees	2.9%	\$849	\$739	\$661	\$619	\$537	\$459	\$465	\$438	\$483	\$914	\$945	\$1,109	\$8,218	2.9%
Other Direct Expense	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Other Direct Expense	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Int - Loan 1		\$845	\$838	\$831	\$825	\$818	\$811	\$804	\$798	\$791	\$784	\$777	\$770	\$9,691	3.4%
Depreciation		\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$861	\$10,333	3.6%
Amortization		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL EXPENSES		\$12,407	\$12,290	\$12,206	\$12,157	\$12,068	\$11,984	\$11,983	\$11,949	\$11,988	\$12,411	\$12,436	\$12,593	\$146,473	51.7%
NET PROFIT BEFORE TAX		\$8,004	\$5,473	\$3,680	\$2,721	\$834	(\$939)	(\$800)	(\$1,418)	(\$369)	\$9,560	\$10,287	\$14,081	\$51,115	18.0%
INCOME TAX	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NET INCOME		\$8,004	\$5,473	\$3,680	\$2,721	\$834	(\$939)	(\$800)	(\$1,418)	(\$369)	\$9,560	\$10,287	\$14,081	\$51,115	18.0%

Client Name: FINANCIAL STATEMENT: Date Prepared		Scott Brezina - Pansy Plants Pro Forma Cash Flow 5/17/2022			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.										
BUDGET MONTH		Year 3	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Totals
CASH INFLOW															
Cash Sales			\$27,810	\$24,202	\$21,645	\$20,272	\$17,580	\$15,049	\$15,237	\$14,349	\$15,830	\$29,936	\$30,959	\$36,344	\$269,213
Collection from Credit			\$1,722	\$1,464	\$1,274	\$1,139	\$1,067	\$925	\$792	\$802	\$755	\$833	\$1,576	\$1,629	\$13,978
TOTAL CASH RECEIVED			\$29,531	\$25,666	\$22,919	\$21,411	\$18,647	\$15,974	\$16,030	\$15,151	\$16,585	\$30,770	\$32,535	\$37,973	\$283,191
CASH PAID OUT															
Cost of Goods Sold			\$9,253	\$8,000	\$7,102	\$6,570	\$5,817	\$4,997	\$4,841	\$4,644	\$4,927	\$8,416	\$9,785	\$11,153	\$85,504
Owner's Salary			\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$3,216	\$38,592
Owner Payroll Taxes			\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$5,905
Fixed Employee Wages			\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$33,075
Fixed Payroll Taxes			\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$2,530
Workers Comp			\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$662
Rent			\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$2,690	\$32,281
Telephone and Internet			\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$662
Utilities			\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$3,308
Insurance - Health, Liability			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Lease			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Real Estate Taxes			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subscription Services			\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$1,217
Prepaid Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Fees			\$849	\$739	\$661	\$619	\$537	\$459	\$465	\$438	\$483	\$914	\$945	\$1,109	\$8,218
Other Direct Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Int - Loan 1			\$845	\$838	\$831	\$825	\$818	\$811	\$804	\$798	\$791	\$784	\$777	\$770	\$9,691
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			\$20,799	\$19,430	\$18,446	\$17,866	\$17,024	\$16,121	\$15,963	\$15,732	\$16,053	\$19,967	\$21,359	\$22,885	\$221,644
Princ. Pmt - Loan 1			\$1,129	\$1,136	\$1,143	\$1,149	\$1,156	\$1,163	\$1,169	\$1,176	\$1,183	\$1,190	\$1,197	\$1,204	\$13,995
Capital Purchases			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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			\$21,928	\$20,565	\$19,589	\$19,015	\$18,180	\$17,283	\$17,132	\$16,908	\$17,236	\$21,157	\$22,556	\$24,089	\$235,639
CHANGE IN CASH			\$7,603	\$5,100	\$3,330	\$2,396	\$467	(\$1,309)	(\$1,103)	(\$1,757)	(\$651)	\$9,613	\$9,979	\$13,884	\$47,552
Beginning Balance			\$125,832	\$133,435	\$138,536	\$141,866	\$144,262	\$144,728	\$143,419	\$142,316	\$140,559	\$139,908	\$149,521	\$159,500	
Ending Balance			\$133,435	\$138,536	\$141,866	\$144,262	\$144,728	\$143,419	\$142,316	\$140,559	\$139,908	\$149,521	\$159,500	\$173,384	

Client Name:	Scott Brezina - Pansy Plants			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	5/17/2022											
Year 3	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
Cash	\$133,435	\$138,536	\$141,866	\$144,262	\$144,728	\$143,419	\$142,316	\$140,559	\$139,908	\$149,521	\$159,500	\$173,384
Accounts Receivable	\$1,464	\$1,274	\$1,139	\$1,067	\$925	\$792	\$802	\$755	\$833	\$1,576	\$1,629	\$1,913
Inventory	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110
Prepays	\$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
Current Assets	\$155,009	\$159,920	\$163,115	\$165,439	\$165,764	\$164,321	\$163,228	\$161,425	\$160,851	\$171,207	\$181,239	\$195,407
Net Fixed Assets	\$107,737	\$106,876	\$106,015	\$105,154	\$104,293	\$103,432	\$102,571	\$101,709	\$100,848	\$99,987	\$99,126	\$98,265
Net Intangibles	\$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
TOTAL ASSETS	\$262,746	\$266,796	\$269,130	\$270,593	\$270,056	\$267,753	\$265,799	\$263,134	\$261,699	\$271,194	\$280,365	\$293,672
Notes Payable - Bank	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Notes Payable - Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Line of Credit Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Payable	\$2,216	\$1,928	\$1,724	\$1,615	\$1,401	\$1,199	\$1,214	\$1,143	\$1,261	\$2,385	\$2,467	\$2,896
Accruals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CPLTD-Loan 1	\$14,077	\$14,159	\$14,241	\$14,325	\$14,408	\$14,492	\$14,577	\$14,662	\$14,747	\$14,833	\$14,920	\$15,007
Current Liabilities	\$16,292	\$16,087	\$15,966	\$15,940	\$15,809	\$15,691	\$15,791	\$15,805	\$16,008	\$17,218	\$17,386	\$17,902
Long-Term Loan 1	\$129,571	\$128,353	\$127,127	\$125,895	\$124,656	\$123,409	\$122,155	\$120,894	\$119,625	\$118,349	\$117,066	\$115,775
Subordinated Officer Debt	\$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
Total Liabilities	\$145,863	\$144,440	\$143,093	\$141,835	\$140,464	\$139,100	\$137,946	\$136,699	\$135,634	\$135,568	\$134,452	\$133,677
Common Stock	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Add'l Equity Injections	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Retained Earnings	\$86,883	\$92,356	\$96,036	\$98,758	\$99,592	\$98,653	\$97,853	\$96,435	\$96,066	\$105,626	\$115,913	\$129,995
- Treasury Stock	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Owner's Equity	\$116,883	\$122,356	\$126,036	\$128,758	\$129,592	\$128,653	\$127,853	\$126,435	\$126,066	\$135,626	\$145,913	\$159,995
TOT LIA & NET WORTH	\$262,746	\$266,796	\$269,130	\$270,593	\$270,056	\$267,753	\$265,799	\$263,134	\$261,699	\$271,194	\$280,365	\$293,672
CHECK	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Depreciation	Description	Basis for Depr	Recovery Period	Method	Depr Deduction
3-year property	Equipment	\$5,000	3	S/L	\$1,667
5-year property		\$0	5	S/L	\$0
7-year property		\$0	7	S/L	\$0
10-year property		\$0	10	S/L	\$0
15-year property	Rennovation Fitup	\$130,000	15	S/L	\$8,667
20-year property		\$0	20	S/L	\$0
25-year property		\$0	25	S/L	\$0
Nonresidential real property	Building	\$0	39	S/L	\$0
Total Depreciation					\$10,333

Organizational Expense		\$0	15	S/L	\$0
Intangibles		\$0	15	S/L	\$0
Loan Fees		\$0		S/L	\$0
Total Amortization					\$0

Total Annual Depreciation and Amortization Expense (Year 1)	\$10,333
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Future Capital Expenditures:

Purchase Month	Description	Basis for Depr	Recovery Period	Method	Depr Deduction
0		\$0	0	S/L	\$0
0		\$0	0	S/L	\$0
0		\$0	0	S/L	\$0
0		\$0	0	S/L	\$0
0		\$0	0	S/L	\$0
0		\$0	0	S/L	\$0
0		\$0	0	S/L	\$0
0		\$0	0	S/L	\$0

LOAN INFO

LOAN 1

SOURCE OF LOAN:	Commercial Loan w/ guaranty
NEW OR EXISTING LOAN:	new
SBA 7(a) GUARANTY? (Yes/No)	no
BEGINNING MONTH:	1
MONTHS INTEREST ONLY:	0
AMOUNT OF FINANCING NEEDED	\$170,000
SBA LOAN GUARANTY FEE:	\$0
TOTAL FINANCING:	\$170,000
ANNUAL INTEREST RATE:	7.00%
TERM (IN YEARS):	10.0
MONTHLY PAYMENT:	\$1,973.84

Loan1

Proj. Month	Beginning Balance	Interest	Principal	Ending Balance
0	\$170,000			\$170,000
1	\$169,018	\$962	\$962	\$169,018
2	\$168,036	\$966	\$966	\$168,036
3	\$167,053	\$970	\$970	\$167,053
4	\$166,069	\$974	\$974	\$166,069
5	\$165,085	\$979	\$979	\$165,085
6	\$164,101	\$983	\$1,011	\$164,020
7	\$163,117	\$987	\$1,017	\$163,003
8	\$162,133	\$991	\$1,023	\$161,980
9	\$161,149	\$995	\$1,029	\$160,951
10	\$160,165	\$999	\$1,035	\$159,916
11	\$159,181	\$1,003	\$1,041	\$158,875
12	\$158,197	\$1,007	\$1,047	\$157,828
13	\$157,213	\$1,011	\$1,053	\$156,775
14	\$156,229	\$1,015	\$1,059	\$155,716
15	\$155,245	\$1,019	\$1,065	\$154,650
16	\$154,261	\$1,023	\$1,072	\$153,579
17	\$153,277	\$1,027	\$1,078	\$152,501
18	\$152,293	\$1,031	\$1,084	\$151,416
19	\$151,309	\$1,035	\$1,091	\$150,326
20	\$150,325	\$1,039	\$1,097	\$149,229
21	\$149,341	\$1,043	\$1,103	\$148,125
22	\$148,357	\$1,047	\$1,110	\$147,016
23	\$147,373	\$1,051	\$1,116	\$145,899
24	\$146,389	\$1,055	\$1,123	\$144,777
25	\$145,405	\$1,059	\$1,129	\$143,647
26	\$144,421	\$1,063	\$1,136	\$142,511
27	\$143,437	\$1,067	\$1,143	\$141,369
28	\$142,453	\$1,071	\$1,149	\$140,220
29	\$141,469	\$1,075	\$1,156	\$139,064
30	\$140,485	\$1,079	\$1,163	\$137,901
31	\$139,501	\$1,083	\$1,169	\$136,732
32	\$138,517	\$1,087	\$1,176	\$135,556
33	\$137,533	\$1,091	\$1,183	\$134,372
34	\$136,549	\$1,095	\$1,190	\$133,182
35	\$135,565	\$1,099	\$1,197	\$131,985
36	\$134,581	\$1,103	\$1,204	\$130,782
37	\$133,597	\$1,107	\$1,211	\$129,571
38	\$132,613	\$1,111	\$1,218	\$128,353
39	\$131,629	\$1,115	\$1,225	\$127,127
40	\$130,645	\$1,119	\$1,232	\$125,895
41	\$129,661	\$1,123	\$1,239	\$124,656
42	\$128,677	\$1,127	\$1,247	\$123,409
43	\$127,693	\$1,131	\$1,254	\$122,155
44	\$126,709	\$1,135	\$1,261	\$120,894
45	\$125,725	\$1,139	\$1,269	\$119,625
46	\$124,741	\$1,143	\$1,276	\$118,349
47	\$123,757	\$1,147	\$1,283	\$117,066
48	\$122,773	\$1,151	\$1,291	\$115,775
49	\$121,789	\$1,155	\$1,298	\$114,476
50	\$120,805	\$1,159	\$1,306	\$113,170
51	\$119,821	\$1,163	\$1,314	\$111,856
52	\$118,837	\$1,167	\$1,321	\$110,535
53	\$117,853	\$1,171	\$1,329	\$109,206
54	\$116,869	\$1,175	\$1,337	\$107,869
55	\$115,885	\$1,179	\$1,345	\$106,525
56	\$114,901	\$1,183	\$1,352	\$105,172
57	\$113,917	\$1,187	\$1,360	\$103,812
58	\$112,933	\$1,191	\$1,368	\$102,444
59	\$111,949	\$1,195	\$1,376	\$101,067
60	\$110,965	\$1,199	\$1,384	\$99,683
61	\$109,981	\$1,203	\$1,392	\$98,291
62	\$108,997	\$1,207	\$1,400	\$96,890
63	\$108,013	\$1,211	\$1,409	\$95,482
64	\$107,029	\$1,215	\$1,417	\$94,065
65	\$106,045	\$1,219	\$1,425	\$92,640
66	\$105,061	\$1,223	\$1,433	\$91,206
67	\$104,077	\$1,227	\$1,442	\$89,764
68	\$103,093	\$1,231	\$1,450	\$88,314
69	\$102,109	\$1,235	\$1,459	\$86,855
70	\$101,125	\$1,239	\$1,467	\$85,388
71	\$100,141	\$1,243	\$1,476	\$83,912
72	\$99,157	\$1,247	\$1,484	\$82,428
73	\$98,173	\$1,251	\$1,493	\$80,935
74	\$97,189	\$1,255	\$1,502	\$79,433
75	\$96,205	\$1,259	\$1,510	\$77,923
76	\$95,221	\$1,263	\$1,519	\$76,404
77	\$94,237	\$1,267	\$1,528	\$74,875
78	\$93,253	\$1,271	\$1,537	\$73,338
79	\$92,269	\$1,275	\$1,546	\$71,792
80	\$91,285	\$1,279	\$1,555	\$70,237
81	\$90,301	\$1,283	\$1,564	\$68,673
82	\$89,317	\$1,287	\$1,573	\$67,100
83	\$88,333	\$1,291	\$1,582	\$65,517
84	\$87,349	\$1,295	\$1,592	\$63,926
85	\$86,365	\$1,299	\$1,601	\$62,325
86	\$85,381	\$1,303	\$1,610	\$60,715
87	\$84,397	\$1,307	\$1,620	\$59,096
88	\$83,413	\$1,311	\$1,629	\$57,466
89	\$82,429	\$1,315	\$1,639	\$55,827
90	\$81,445	\$1,319	\$1,648	\$54,179
91	\$80,461	\$1,323	\$1,658	\$52,521
92	\$79,477	\$1,327	\$1,667	\$50,854
93	\$78,493	\$1,331	\$1,677	\$49,177
94	\$77,509	\$1,335	\$1,687	\$47,480
95	\$76,525	\$1,339	\$1,697	\$45,783
96	\$75,541	\$1,343	\$1,707	\$44,086
97	\$74,557	\$1,347	\$1,717	\$42,369
98	\$73,573	\$1,351	\$1,727	\$40,643
99	\$72,589	\$1,355	\$1,737	\$38,906
100	\$71,605	\$1,359	\$1,747	\$37,159
101	\$70,621	\$1,363	\$1,757	\$35,402
102	\$69,637	\$1,367	\$1,767	\$33,635
103	\$68,653	\$1,371	\$1,778	\$31,857
104	\$67,669	\$1,375	\$1,788	\$30,069
105	\$66,685	\$1,379	\$1,798	\$28,270
106	\$65,701	\$1,383	\$1,809	\$26,462
107	\$64,717	\$1,387	\$1,819	\$24,642
108	\$63,733	\$1,391	\$1,830	\$22,812
109	\$62,749	\$1,395	\$1,841	\$20,971
110	\$61,765	\$1,399	\$1,852	\$19,120
111	\$60,781	\$1,403	\$1,862	\$17,257
112	\$59,797	\$1,407	\$1,873	\$15,384
113	\$58,813	\$1,411	\$1,884	\$13,500
114	\$57,829	\$1,415	\$1,895	\$11,605
115	\$56,845	\$1,419	\$1,906	\$9,699
116	\$55,861	\$1,423	\$1,917	\$7,782
117	\$54,877	\$1,427	\$1,928	\$5,853
118	\$53,893	\$1,431	\$1,940	\$3,913
119	\$52,909	\$1,435	\$1,951	\$1,962
120	\$51,925	\$1,439	\$1,962	\$0

Debt Coverage Ratio Analysis	Projected Year 1	Projected Year 2	Projected Year 3	Projected Year 4	Projected Year 5
Net Profit Before Taxes	\$42,015	\$36,865	\$51,115		
+ Depreciation	\$10,333	\$10,333	\$10,333		
+ Amortization	\$0	\$0	\$0		
+ Interest	\$11,514	\$10,635	\$9,691		
- Increase in Permanent Working Capital	\$525	\$359	\$98		
- New Capital Expenditures (Net of New Loans Injected)	\$0	\$0	\$0		
= Total Cash Flow Available for Debt Service	\$64,388	\$58,192	\$71,238		
/ Total Debt Service	\$23,686	\$23,686	\$23,686		
= Debt Coverage Ratio	2.72	2.46	3.01		

Client Name: **Scott Brezina - Pansy Plants**

FINANCIAL STATEMENT: **Accounts Payable Forecast**

Date Prepared: **5/17/2022**

The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client.

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Year 1		Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Opening Inventory		\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110
- COGS		(\$3,850)	(\$4,235)	(\$4,659)	(\$5,125)	(\$5,637)	(\$6,738)	(\$5,125)	(\$6,160)	(\$6,545)	(\$6,930)	(\$7,315)	(\$7,700)
= Adj Inventory		\$16,260	\$15,875	\$15,452	\$14,985	\$14,473	\$13,373	\$14,985	\$13,950	\$13,565	\$13,180	\$12,795	\$12,410
+ New Purchases		\$3,850	\$4,235	\$4,659	\$5,125	\$5,637	\$6,738	\$5,125	\$6,160	\$6,545	\$6,930	\$7,315	\$7,700
= Month-End Inventory		\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110
Purchases Financing		\$3,850	\$4,235	\$4,659	\$5,125	\$5,637	\$6,738	\$5,125	\$6,160	\$6,545	\$6,930	\$7,315	\$7,700
Cash	75%	\$2,888	\$3,176	\$3,494	\$3,844	\$4,228	\$5,053	\$3,844	\$4,620	\$4,909	\$5,198	\$5,486	\$5,775
30 Day Terms	25%	\$0	\$963	\$1,059	\$1,165	\$1,281	\$1,409	\$1,684	\$1,281	\$1,540	\$1,636	\$1,733	\$1,829
60 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
120 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
150 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
180 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	100%	\$2,888	\$4,139	\$4,553	\$5,008	\$5,509	\$6,462	\$5,528	\$5,901	\$6,449	\$6,834	\$7,219	\$7,604
Opening A/P		\$0	\$963	\$1,059	\$1,165	\$1,281	\$1,409	\$1,684	\$1,281	\$1,540	\$1,636	\$1,733	\$1,829
+ New Purchases		\$3,850	\$4,235	\$4,659	\$5,125	\$5,637	\$6,738	\$5,125	\$6,160	\$6,545	\$6,930	\$7,315	\$7,700
- Accounts Paid		\$2,888	\$4,139	\$4,553	\$5,008	\$5,509	\$6,462	\$5,528	\$5,901	\$6,449	\$6,834	\$7,219	\$7,604
= Ending A/P		\$963	\$1,059	\$1,165	\$1,281	\$1,409	\$1,684	\$1,281	\$1,540	\$1,636	\$1,733	\$1,829	\$1,925

Year 2		Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
Opening Inventory		\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110
- COGS		(\$7,976)	(\$6,942)	(\$6,208)	(\$5,814)	(\$5,042)	(\$4,316)	(\$4,370)	(\$4,116)	(\$4,540)	(\$8,586)	(\$8,880)	(\$10,424)
= Adj Inventory		\$12,134	\$13,168	\$13,902	\$14,296	\$15,068	\$15,794	\$15,740	\$15,994	\$15,570	\$11,524	\$11,230	\$9,686
+ New Purchases		\$7,976	\$6,942	\$6,208	\$5,814	\$5,042	\$4,316	\$4,370	\$4,116	\$4,540	\$8,586	\$8,880	\$10,424
= Month-End Inventory		\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110
Purchases Financing		\$7,976	\$6,942	\$6,208	\$5,814	\$5,042	\$4,316	\$4,370	\$4,116	\$4,540	\$8,586	\$8,880	\$10,424
Cash	75%	\$5,982	\$5,206	\$4,656	\$4,361	\$3,782	\$3,237	\$3,278	\$3,087	\$3,405	\$6,440	\$6,660	\$7,818
30 Day Terms	25%	\$1,925	\$1,994	\$1,735	\$1,552	\$1,454	\$1,261	\$1,079	\$1,093	\$1,029	\$1,135	\$2,147	\$2,220
60 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
120 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
150 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
180 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	100%	\$7,907	\$7,200	\$6,391	\$5,913	\$5,235	\$4,498	\$4,357	\$4,179	\$4,434	\$7,575	\$8,806	\$10,038
Opening A/P		\$1,925	\$1,994	\$1,735	\$1,552	\$1,454	\$1,261	\$1,079	\$1,093	\$1,029	\$1,135	\$2,147	\$2,220
+ New Purchases		\$7,976	\$6,942	\$6,208	\$5,814	\$5,042	\$4,316	\$4,370	\$4,116	\$4,540	\$8,586	\$8,880	\$10,424
- Accounts Paid		\$7,907	\$7,200	\$6,391	\$5,913	\$5,235	\$4,498	\$4,357	\$4,179	\$4,434	\$7,575	\$8,806	\$10,038
= Ending A/P		\$1,994	\$1,735	\$1,552	\$1,454	\$1,261	\$1,079	\$1,093	\$1,029	\$1,135	\$2,147	\$2,220	\$2,606

Year 3		Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
Opening Inventory		\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110
- COGS		(\$8,863)	(\$7,713)	(\$6,898)	(\$6,460)	(\$5,602)	(\$4,796)	(\$4,856)	(\$4,573)	(\$5,045)	(\$9,540)	(\$9,866)	(\$11,582)
= Adj Inventory		\$11,247	\$12,397	\$13,212	\$13,650	\$14,508	\$15,314	\$15,254	\$15,537	\$15,065	\$10,570	\$10,244	\$8,528
+ New Purchases		\$8,863	\$7,713	\$6,898	\$6,460	\$5,602	\$4,796	\$4,856	\$4,573	\$5,045	\$9,540	\$9,866	\$11,582
= Month-End Inventory		\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110
Purchases Financing		\$8,863	\$7,713	\$6,898	\$6,460	\$5,602	\$4,796	\$4,856	\$4,573	\$5,045	\$9,540	\$9,866	\$11,582
Cash	75%	\$6,647	\$5,785	\$5,173	\$4,845	\$4,202	\$3,597	\$3,642	\$3,430	\$3,784	\$7,155	\$7,400	\$8,687
30 Day Terms	25%	\$2,606	\$2,216	\$1,928	\$1,724	\$1,615	\$1,401	\$1,199	\$1,214	\$1,143	\$1,261	\$2,385	\$2,467
60 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
120 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
150 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
180 Day Terms	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	100%	\$9,253	\$8,000	\$7,102	\$6,570	\$5,817	\$4,997	\$4,841	\$4,644	\$4,927	\$8,416	\$9,785	\$11,153
Opening A/P		\$2,606	\$2,216	\$1,928	\$1,724	\$1,615	\$1,401	\$1,199	\$1,214	\$1,143	\$1,261	\$2,385	\$2,467
+ New Purchases		\$8,863	\$7,713	\$6,898	\$6,460	\$5,602	\$4,796	\$4,856	\$4,573	\$5,045	\$9,540	\$9,866	\$11,582
- Accounts Paid		\$9,253	\$8,000	\$7,102	\$6,570	\$5,817	\$4,997	\$4,841	\$4,644	\$4,927	\$8,416	\$9,785	\$11,153
= Ending A/P		\$2,216	\$1,928	\$1,724	\$1,615	\$1,401	\$1,199	\$1,214	\$1,143	\$1,261	\$2,385	\$2,467	\$2,896

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	\$234,200			
COST OF GOODS	\$70,018			
GROSS MARGIN	\$164,183			
ITEMS	FIXED EXPENSES	VARIABLE EXPENSES		
Owner's Salary	\$35,004			
Owner Payroll Taxes	\$5,356			
Fixed Employee Wages	\$17,496			
Fixed Payroll Taxes	\$1,338			
Variable Employee Wages		\$0		
Variable Payroll Taxes		\$0		
Workers Comp	\$350	\$0		
Bad Debts		\$0		
Outside Services	\$0			
Supplies	\$0			
Maintenance	\$0			
Ad/Promotion	\$0			
Office Expense	\$0			
Car/Travel	\$0			
Professional Services	\$0			
Rent	\$29,280			
Telephone and Internet	\$600			
Utilities	\$3,000			
Insurance - Health, Liability	\$0			
Equipment Lease	\$0			
Real Estate Taxes	\$0			
Miscellaneous	\$0			
Subscription Services	\$1,104			
Other	\$0			
Other	\$0			
Other	\$0			
Other	\$0			
Other	\$0			
Prepaid Expense	\$0			
Credit Card Fees		\$6,792		
Other Direct Expense		\$0		
Other Direct Expense		\$0		
Depreciation	\$10,333			
Amortization	\$0			
Principal Pmt	\$12,172			
Interest	\$11,514			
Int-Line of Credit	\$0			
TOTALS	\$127,547	\$6,792		
		Break Even Point in Cash Flow (Year 2): \$203,946		
		Break Even Point in Cash Flow (Year 3): \$212,371		
		VOLUME PROFIT RATIO AFTER BREAK-EVEN		
		SALES %	GROSS SALES VOLUME	PROFIT
BASED ON EXPENSES	\$171,681	73.31%	\$117,100	(\$36,680)
			\$156,133	(\$10,449)
			\$175,650	\$2,667
			\$292,750	\$81,363
BASED ON CASH FLOW	\$174,417	74.47%	\$351,300	\$120,710
			\$468,400	\$199,406
MONTHS TO BE	8.8			

Client Name:		Scott Brezina - Pansy Plants			
FINANCIAL STATEMENT:		Comparison Ratios			
Date Prepared		5/17/2022			
SIC/NAICS Code:		0			
		Industry Average	Year 1	Year 2	Year 3
Net Sales:			\$234,200	\$255,044	\$283,382
Total Assets:			\$231,768	\$256,262	\$293,672
Assets:	Cash & Equivalents	0.0%	39.4%	49.1%	59.0%
	Accounts Receivable	0.0%	0.6%	0.7%	0.7%
	Inventory	0.0%	8.7%	7.8%	6.8%
	Other Current	0.0%	0.0%	0.0%	0.0%
	Total Current Assets	0.0%	48.7%	57.6%	66.5%
	Net Fixed Assets	0.0%	51.3%	42.4%	33.5%
	Intangibles	0.0%	0.0%	0.0%	0.0%
	Other Non-Current	0.0%	0.0%	0.0%	0.0%
	Total	100.0%	100.0%	100.0%	100.0%
Liabilities:	Notes Payable-Short Term	0.0%	0.0%	0.0%	0.0%
	CPLTD	0.0%	5.6%	5.5%	5.1%
	Accounts Payable	0.0%	0.8%	1.0%	1.0%
	Income Taxes Payable	0.0%	0.0%	0.0%	0.0%
	Other Current Liabilities	0.0%	0.0%	0.0%	0.0%
	Total Current Liabilities	0.0%	6.5%	6.5%	6.1%
	Long Term Debt	0.0%	62.5%	51.0%	39.4%
	Deferred Taxes	0.0%	0.0%	0.0%	0.0%
	Other Non-Current Liabilities	0.0%	0.0%	0.0%	0.0%
	Net Worth	0.0%	31.1%	42.5%	54.5%
	Total Liabilities & Net Worth	100.0%	100.0%	100.0%	100.0%
Income Data:	Net Sales	100.0%	100.0%	100.0%	100.0%
	Gross Profit	0.0%	70.1%	69.7%	69.7%
	Operating Expenses	0.0%	47.2%	51.1%	48.3%
	Operating Profit	0.0%	22.9%	18.6%	21.5%
	All Other Expenses	0.0%	4.9%	4.2%	3.4%
	Profit Before Taxes	0.0%	17.9%	14.5%	18.0%
Ratios:			Year 1	Year 2	Year 3
	Current Ratio	0.0	7.5	8.9	10.9
	Quick Ratio	0.0	6.2	7.7	9.8
	Sales/Receivables	0.0	167.3	148.1	148.1
	COGS/Inventory	0.0	3.5	3.8	4.3
	COGS/Payables	0.0	36.4	29.6	29.6
	Sales/Working Capital	0.0	2.4	1.9	1.6
	EBIT/Interest	0.0	4.6	4.5	6.3
	Net Profit+Depr., Dep., Amort/ CPLTD	0.0	4.0	3.4	4.1
	Fixed/Worth	0.0	1.7	1.0	0.6
	Debt/Worth	0.0	2.2	1.4	0.8
	% Profit Before Taxes / Tangible Net Worth	0.0%	58.3%	33.9%	31.9%
	% Profit Before Taxes / Total Assets	0.0%	18.1%	14.4%	17.4%
	Sales/Net Fixed Assets	0.0	2.0	2.3	2.9
	Sales/Total Assets	0.0	1.0	1.0	1.0
	% Depr., Dep., Amort/Sales	0.0%	4.4%	4.1%	3.6%
	% Compensation/Sales	0.0%	14.9%	14.4%	13.6%

Client Name: FINANCIAL STATEMENT: Date Prepared		Scott Brezina - Pansy Plants Summary Income Statement 5/17/2022				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.									
Quarter Ending:	Aug-22	Nov-22	Feb-23	May-23	Year 1	Aug-23	Nov-23	Feb-24	May-24	Year 2	Aug-24	Nov-24	Feb-25	May-25	Year 3
REVENUE	\$38,510	\$55,998	\$61,092	\$78,600	\$234,200	\$69,780	\$50,116	\$43,026	\$92,122	\$255,044	\$77,533	\$55,685	\$47,807	\$102,358	\$283,382
COST OF GOODS SOLD	\$12,744	\$17,499	\$17,830	\$21,945	\$70,018	\$21,126	\$15,173	\$13,026	\$27,890	\$77,215	\$23,473	\$16,859	\$14,473	\$30,989	\$85,794
GROSS PROFIT	\$25,767	\$38,499	\$43,262	\$56,655	\$164,183	\$48,654	\$34,943	\$30,000	\$64,232	\$177,829	\$54,060	\$38,826	\$33,333	\$71,369	\$197,588
EXPENSES:															
Owner's Salary	\$8,751	\$8,751	\$8,751	\$8,751	\$35,004	\$9,189	\$9,189	\$9,189	\$9,189	\$36,754	\$9,648	\$9,648	\$9,648	\$9,648	\$38,592
Owner Payroll Taxes	\$1,339	\$1,339	\$1,339	\$1,339	\$5,356	\$1,406	\$1,406	\$1,406	\$1,406	\$5,623	\$1,476	\$1,476	\$1,476	\$1,476	\$5,905
Fixed Employee Wages	\$2,499	\$3,332	\$5,834	\$5,831	\$17,496	\$7,875	\$7,875	\$7,875	\$7,875	\$31,500	\$8,269	\$8,269	\$8,269	\$8,269	\$33,075
Fixed Payroll Taxes	\$191	\$255	\$446	\$446	\$1,338	\$602	\$602	\$602	\$602	\$2,410	\$633	\$633	\$633	\$633	\$2,530
Workers Comp	\$50	\$67	\$117	\$117	\$350	\$158	\$158	\$158	\$158	\$630	\$165	\$165	\$165	\$165	\$662
Bad Debts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rent	\$7,320	\$7,320	\$7,320	\$7,320	\$29,280	\$7,686	\$7,686	\$7,686	\$7,686	\$30,744	\$8,070	\$8,070	\$8,070	\$8,070	\$32,281
Telephone and Internet	\$150	\$150	\$150	\$150	\$600	\$158	\$158	\$158	\$158	\$630	\$165	\$165	\$165	\$165	\$662
Utilities	\$750	\$750	\$750	\$750	\$3,000	\$788	\$788	\$788	\$788	\$3,150	\$827	\$827	\$827	\$827	\$3,308
Insurance - Health, Liability	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Real Estate Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subscription Services	\$276	\$276	\$276	\$276	\$1,104	\$290	\$290	\$290	\$290	\$1,159	\$304	\$304	\$304	\$304	\$1,217
Prepaid Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Fees	\$1,117	\$1,624	\$1,772	\$2,279	\$6,792	\$2,024	\$1,453	\$1,248	\$2,672	\$7,396	\$2,248	\$1,615	\$1,386	\$2,968	\$8,218
Other Direct Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Int - Loan 1	\$2,958	\$2,906	\$2,853	\$2,799	\$11,514	\$2,744	\$2,688	\$2,631	\$2,573	\$10,635	\$2,514	\$2,454	\$2,393	\$2,331	\$9,691
Depreciation	\$2,583	\$2,583	\$2,583	\$2,583	\$10,333	\$2,583	\$2,583	\$2,583	\$2,583	\$10,333	\$2,583	\$2,583	\$2,583	\$2,583	\$10,333
Amortization	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENSES	\$27,984	\$29,352	\$32,190	\$32,641	\$122,168	\$35,501	\$34,874	\$34,612	\$35,978	\$140,965	\$36,903	\$36,210	\$35,920	\$37,440	\$146,473
NET PROFIT BEFORE TAX	(\$2,217)	\$9,146	\$11,072	\$24,014	\$42,015	\$13,153	\$69	(\$4,612)	\$28,254	\$36,865	\$17,157	\$2,616	(\$2,587)	\$33,929	\$51,115
INCOME TAX	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NET INCOME	(\$2,217)	\$9,146	\$11,072	\$24,014	\$42,015	\$13,153	\$69	(\$4,612)	\$28,254	\$36,865	\$17,157	\$2,616	(\$2,587)	\$33,929	\$51,115

Client Name:	Scott Brezina - Pansy Plants					The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client.									
FINANCIAL STATEMENT:	Summary Cash Flow Statement														
Date Prepared	5/17/2022														
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.															
Quarter Ending:	Aug-22	Nov-22	Feb-23	May-23	Year 1	Aug-23	Nov-23	Feb-24	May-24	Year 2	Aug-24	Nov-24	Feb-25	May-25	Year 3
CASH INFLOW															
Cash Sales	\$36,585	\$53,198	\$58,037	\$74,670	\$222,490	\$66,291	\$47,610	\$40,875	\$87,516	\$242,292	\$73,657	\$52,900	\$45,416	\$97,240	\$269,213
Collection from Credit	\$1,200	\$2,413	\$3,037	\$3,660	\$10,310	\$3,864	\$2,818	\$2,114	\$3,634	\$12,431	\$4,459	\$3,131	\$2,349	\$4,038	\$13,978
TOTAL CASH RECEIVED	\$37,785	\$55,611	\$61,075	\$78,330	\$232,800	\$70,155	\$50,429	\$42,989	\$91,150	\$254,722	\$78,116	\$56,032	\$47,765	\$101,278	\$283,191
CASH PAID OUT															
Cost of Goods Sold	\$11,579	\$16,980	\$17,878	\$21,656	\$68,093	\$21,499	\$15,646	\$12,970	\$26,419	\$76,534	\$24,355	\$17,384	\$14,411	\$29,354	\$85,504
Owner's Salary	\$8,751	\$8,751	\$8,751	\$8,751	\$35,004	\$9,189	\$9,189	\$9,189	\$9,189	\$36,754	\$9,648	\$9,648	\$9,648	\$9,648	\$38,592
Owner Payroll Taxes	\$1,339	\$1,339	\$1,339	\$1,339	\$5,356	\$1,406	\$1,406	\$1,406	\$1,406	\$5,623	\$1,476	\$1,476	\$1,476	\$1,476	\$5,905
Fixed Employee Wages	\$2,499	\$3,332	\$5,834	\$5,831	\$17,496	\$7,875	\$7,875	\$7,875	\$7,875	\$31,500	\$8,269	\$8,269	\$8,269	\$8,269	\$33,075
Fixed Payroll Taxes	\$191	\$255	\$446	\$446	\$1,338	\$602	\$602	\$602	\$602	\$2,410	\$633	\$633	\$633	\$633	\$2,530
Workers Comp	\$50	\$67	\$117	\$117	\$350	\$158	\$158	\$158	\$158	\$630	\$165	\$165	\$165	\$165	\$662
Bad Debts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Outside Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rent	\$7,320	\$7,320	\$7,320	\$7,320	\$29,280	\$7,686	\$7,686	\$7,686	\$7,686	\$30,744	\$8,070	\$8,070	\$8,070	\$8,070	\$32,281
Telephone and Internet	\$150	\$150	\$150	\$150	\$600	\$158	\$158	\$158	\$158	\$630	\$165	\$165	\$165	\$165	\$662
Utilities	\$750	\$750	\$750	\$750	\$3,000	\$788	\$788	\$788	\$788	\$3,150	\$827	\$827	\$827	\$827	\$3,308
Insurance - Health, Liability	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subscription Services	\$276	\$276	\$276	\$276	\$1,104	\$290	\$290	\$290	\$290	\$1,159	\$304	\$304	\$304	\$304	\$1,217
Prepaid Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Fees	\$1,117	\$1,624	\$1,772	\$2,279	\$6,792	\$2,024	\$1,453	\$1,248	\$2,672	\$7,396	\$2,248	\$1,615	\$1,386	\$2,968	\$8,218
Other Direct Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Int - Loan 1	\$2,958	\$2,906	\$2,853	\$2,799	\$11,514	\$2,744	\$2,688	\$2,631	\$2,573	\$10,635	\$2,514	\$2,454	\$2,393	\$2,331	\$9,691
Depreciation	\$0	\$0	\$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	\$0	\$0
Subtotal	\$36,979	\$43,749	\$47,485	\$51,714	\$179,927	\$54,416	\$47,937	\$44,999	\$59,813	\$207,165	\$58,675	\$51,010	\$47,748	\$64,211	\$221,644
Princ. Pmt - Loan 1	\$2,964	\$3,016	\$3,069	\$3,123	\$12,172	\$3,178	\$3,234	\$3,291	\$3,349	\$13,052	\$3,408	\$3,468	\$3,529	\$3,591	\$13,995
Capital Purchases	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Income Taxes	\$0	\$0	\$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	\$0	\$0
TOTAL CASH PAID	\$39,943	\$46,764	\$50,554	\$54,837	\$192,098	\$57,594	\$51,171	\$48,290	\$63,162	\$220,216	\$62,082	\$54,478	\$51,277	\$67,802	\$235,639
CHANGE IN CASH	(\$2,159)	\$8,847	\$10,521	\$23,493	\$40,702	\$12,561	(\$742)	(\$5,301)	\$27,988	\$34,506	\$16,033	\$1,554	(\$3,511)	\$33,476	\$47,552
Beginning Balance	\$50,625	\$48,466	\$57,313	\$67,833	\$50,625	\$91,327	\$103,887	\$103,145	\$97,844	\$91,327	\$125,832	\$141,866	\$143,419	\$139,908	\$125,832
Ending Balance	\$48,466	\$57,313	\$67,833	\$91,327	\$91,327	\$103,887	\$103,145	\$97,844	\$125,832	\$125,832	\$141,866	\$143,419	\$139,908	\$173,384	\$173,384

Client Name:	Scott Brezina - Pansy Plants	The North Dakota Small Business Development Center has prepared these financial projections from information communicated by the Client.
FINANCIAL STATEMENT:	Summary Balance Sheet	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	5/17/2022	

Quarter Ending:	Aug-22	Nov-22	Feb-23	May-23	Aug-23	Nov-23	Feb-24	May-24	Aug-24	Nov-24	Feb-25	May-25
Cash	\$48,466	\$57,313	\$67,833	\$91,327	\$103,887	\$103,145	\$97,844	\$125,832	\$141,866	\$143,419	\$139,908	\$173,384
Accounts Receivable	\$726	\$1,113	\$1,130	\$1,400	\$1,025	\$713	\$750	\$1,722	\$1,139	\$792	\$833	\$1,913
Inventory	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110	\$20,110
Prepays	\$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
Current Assets	\$69,302	\$78,535	\$89,073	\$112,837	\$125,022	\$123,968	\$118,704	\$147,664	\$163,115	\$164,321	\$160,851	\$195,407
Net Fixed Assets	\$126,682	\$124,098	\$121,515	\$118,932	\$116,348	\$113,765	\$111,182	\$108,598	\$106,015	\$103,432	\$100,848	\$98,265
Net Intangibles	\$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
TOTAL ASSETS	\$195,983	\$202,634	\$210,588	\$231,768	\$241,371	\$237,733	\$229,886	\$256,262	\$269,130	\$267,753	\$261,699	\$293,672
Notes Payable - Bank	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Notes Payable - Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Line of Credit Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Payable	\$1,165	\$1,684	\$1,636	\$1,925	\$1,552	\$1,079	\$1,135	\$2,606	\$1,724	\$1,199	\$1,261	\$2,896
Accruals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CPLTD-Loan 1	\$12,386	\$12,604	\$12,826	\$13,052	\$13,281	\$13,515	\$13,753	\$13,995	\$14,241	\$14,492	\$14,747	\$15,007
Current Liabilities	\$13,551	\$14,288	\$14,462	\$14,977	\$14,833	\$14,594	\$14,888	\$16,601	\$15,966	\$15,691	\$16,008	\$17,902
Long-Term Loan 1	\$154,650	\$151,416	\$148,125	\$144,777	\$141,369	\$137,901	\$134,372	\$130,782	\$127,127	\$123,409	\$119,625	\$115,775
Subordinated Officer Debt	\$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
Total Liabilities	\$168,201	\$165,705	\$162,588	\$159,753	\$156,202	\$152,495	\$149,261	\$147,383	\$143,093	\$139,100	\$135,634	\$133,677
Common Stock	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Add'l Equity Injections	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Retained Earnings	(\$2,217)	\$6,929	\$18,001	\$42,015	\$55,168	\$55,237	\$50,625	\$78,880	\$96,036	\$98,653	\$96,066	\$129,995
- Treasury Stock	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Owner's Equity	\$27,783	\$36,929	\$48,001	\$72,015	\$85,168	\$85,237	\$80,625	\$108,880	\$126,036	\$128,653	\$126,066	\$159,995
TOT LIA & NET WORTH	\$195,983	\$202,634	\$210,588	\$231,768	\$241,371	\$237,733	\$229,886	\$256,262	\$269,130	\$267,753	\$261,699	\$293,672
CHECK	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Pioneer Place Fit-Up 130
300 Sheyenne St. Suite 130. West Fargo, ND 58078



Project No. 22-08

Bid Package		Contractor	Contract
1	General Conditions	CBE, LLC	\$11,445.00
3A	Concrete - Polish	CBE, LLC	\$4,800.00
6B-1	Misc. Materials	CBE, LLC	\$500.00
6B-2	Misc. Labor	CBE, LLC	\$500.00
7H	Caulking & Sealants	CBE, LLC	\$500.00
9A	Drywall/Paint	CBE, LLC	\$5,000.00
9F	Painting and Wall Coverings	CBE, LLC	\$2,000.00
9G	Vinyl Base	CBE, LLC	\$1,000.00
13A	Countertops & Sills	CBE, LLC	\$1,000.00
12A	Prefabricated Cabinets	CBE, LLC	\$1,000.00
21	Fire Sprinkler System	CBE, LLC	\$500.00
22	Plumbing	CBE, LLC	\$3,300.00
23	HVAC	CBE, LLC	\$8,100.00
26A	Electrical	CBE, LLC	\$5,000.00
Total Bid Packages			\$44,645.00
15.00%	Construction Management	CBE, LLC	6,897.00
Total Construction Cost			\$ 51,342.00
3.00%	Contingency		1,540.00
TOTAL PROJECT COST			\$ 52,882.00
EPIC Fit-up Allowance			\$28,250.00
Grant Reimbursement			\$12,316.00
Tenant Cost			\$12,316.00
Construction Options/Additions			
Bid Package/Description		Contractor	Price

State of North Dakota

SECRETARY OF STATE



Certificate of Organization of Pansy Plants LLC

SOS Control ID#: 0005873329

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

Pansy Plants 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

Pansy Plants LLC

Effective date: May 10, 2022

Filed date: May 10, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota

SECRETARY OF STATE



Certificate of Registration of Pansy Plants

SOS Control ID#: 0005873332

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that
a Trade Name Registration for

Pansy Plants

duly signed pursuant to the provisions of the North Dakota statutes governing a trade name,
has been received in this office and is 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 Registration of

Pansy Plants

which is owned by Pansy Plants LLC.

Filed date: May 10, 2022

Expiration date: May 10, 2027

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

From: [Scott Brezina](#)
To: [Malachi D. Petersen](#)
Subject: Re: Pansy Plants updated numbers
Date: Tuesday, June 14, 2022 10:27:26 AM
Attachments: [Pioneer Place Fit-Up 130 Updated.pdf](#)

Good morning Malachi,

Thank you for being patient. Attached is the updated fit up costs from Zach/Epic. Here is also a break down of additional costs: (Let me know if you need something more detailed):

1. Furniture: \$2,500
2. POS System: \$1350
3. Plant Lights: \$500
4. Office/Commercial Printer: \$500
5. Safe: \$250
6. Humidifier: \$200
7. Music System: \$200
8. Barcode Printer: \$80

This is a bit over the \$35,000 in eligible expenses but is within the 20% contingency mentioned at the meeting. I do expect the costs to actually be closer to the \$35,000. The Epic bid includes unexpected price/inflation increases.

Thank you again for your continued assistance!

Scott Brezina

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.

On Jun 13, 2022, at 10:28 AM, Malachi D. Petersen
<Malachi.Petersen@westfargond.gov> wrote:

Pioneer Place Fit-Up 130
300 Sheyenne St. Suite 130. West Fargo, ND 58078



Project No. 22-08

Bid Package		Contractor	Contract
1	General Conditions	CBE, LLC	\$11,445.00
3A	Concrete - Polish	CBE, LLC	\$4,800.00
6B-1	Misc. Materials	CBE, LLC	\$500.00
6B-2	Misc. Labor	CBE, LLC	\$500.00
7H	Caulking & Sealants	CBE, LLC	\$500.00
9A	Drywall/Paint	CBE, LLC	\$5,000.00
9F	Painting and Wall Coverings	CBE, LLC	\$2,000.00
9G	Vinyl Base	CBE, LLC	\$1,000.00
13A	Countertops & Sills	CBE, LLC	\$1,000.00
12	Signage	CBE, LLC	\$5,000.00
12A	Prefabricated Cabinets	CBE, LLC	\$1,000.00
21	Fire Sprinkler System	CBE, LLC	\$500.00
22	Plumbing	CBE, LLC	\$3,300.00
23	HVAC	CBE, LLC	\$8,100.00
26A	Electrical	CBE, LLC	\$8,200.00
Total Bid Packages			\$52,845.00
15.00%	Construction Management	CBE, LLC	7,927.00
3.00%	Total Construction Cost		\$ 60,772.00
	Contingency		1,823.00
TOTAL PROJECT COST			\$ 62,595.00
	EPIC Fit-up Allowance		\$28,250.00
	Grant Reimbursement		\$17,172.50
	Tenant Cost		\$17,172.50
Construction Options/Additions			
Bid Package/Description		Contractor	Price

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen
2. PHONE NUMBER: 515-5377 DATE: June 13, 2022
3. AGENDA TITLE:
Final Approval – Sisufab LLC Enterprise Grant
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Sisufab LLC is requesting an Enterprise Grant in the amount of \$75,000 to assist with the redevelopment of their future business site. At their June 2, 2022 meeting, the West Fargo Economic Development Advisory Committee voted to recommend approval of the requested grant.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
113 Main Ave W
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve the Sisufab LLC Enterprise Grant in the requested amount as recommended by the West Fargo Economic Development Advisory Committee.



To: West Fargo City Commission

From: Malachi Petersen, Planner

Date: 6-15-2022

Subject: Sisufab LLC Enterprise Grant

Action: Approve Enterprise Grant for Sisufab 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

Roben Anderson

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:

Sisufab LLC, a motorcycle and motorsports equipment and apparel retail company, has applied for an Enterprise Grant to assist in both the exterior and interior remodel of a building located at 113 Main Ave W. The building, built in the 1960s, was most recently occupied by Brokerage Printing and Dons Barber Shop. The company has already started the demolition on the interior portion of the structure and expenses relating to the work already done would not be eligible for this grant. The estimated completion date for the proposed work is February of 2023. Applicant estimates they will hire two employees within the first year of opening at this new location with salaries for those employees between \$40,000-\$50,000 (not including health insurance).

Policy Analysis:

The goal of the Enterprise grant is to use public funds to leverage private investment for interior and exterior improvements to commercial properties located within the City's Downtown Mixed Use District. The program is intended to encourage property owners and business tenants 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 and not just the maintenance of the property. Examples of businesses which have received the Enterprise Grant in the past include Thunder Coffee, Ferguson Books, and others.

Financial Analysis:

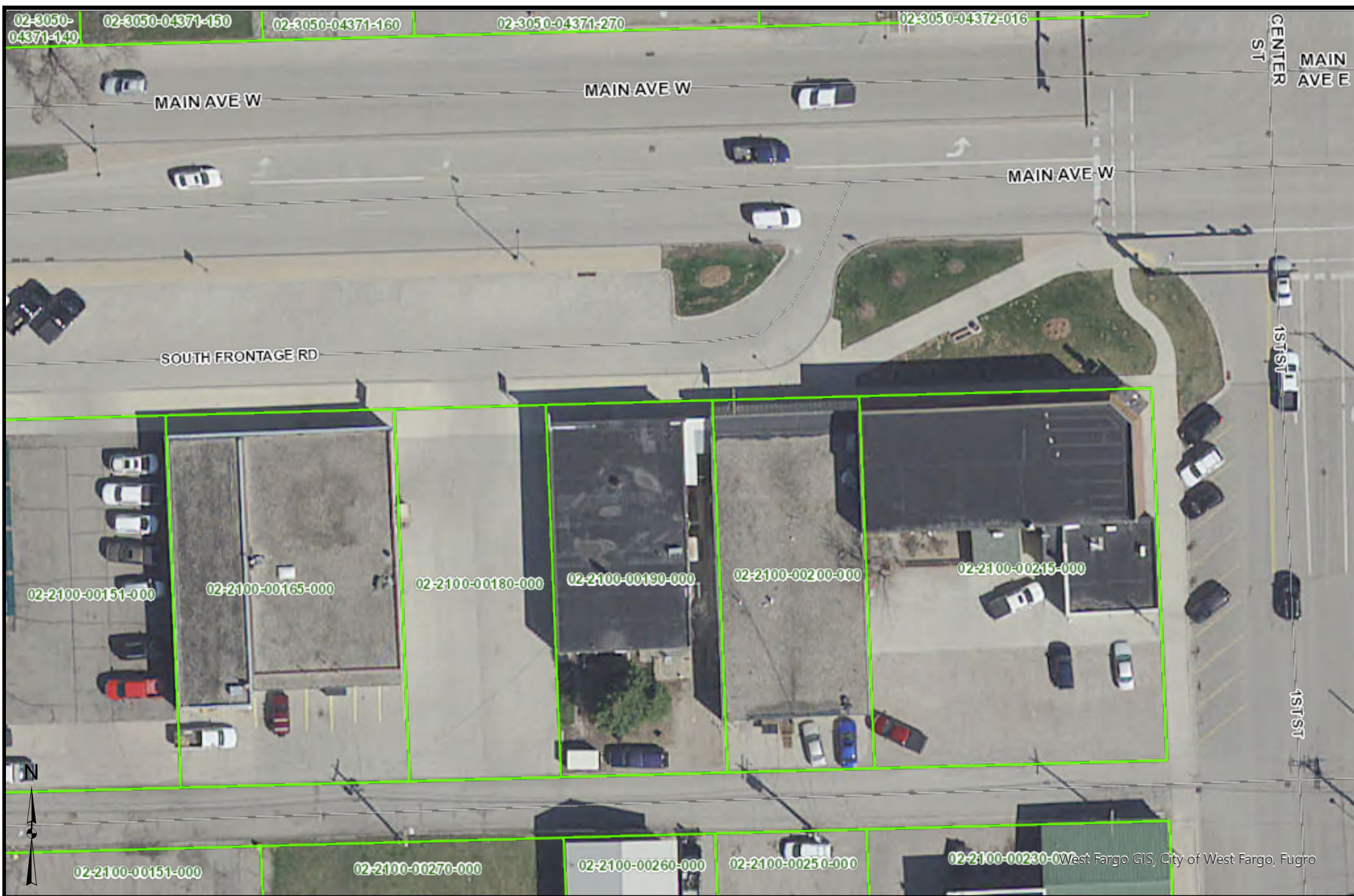
The applicant estimates that the total cost of the project will be \$264,542.49 which would qualify them as being eligible for the full \$75,000 grant.

Economic Development Advisory Committee Meeting Recommendation:

At their June 2, 2022 meeting the Economic Development Advisory Committee voted to recommend approval of an Enterprise Grant to SiSufab LLC in the amount of \$75,000.

Remaining Funds

Out of a total of \$600,000 in funding which was originally dedicated to the Enterprise Grant program \$263,183.52 remains in the Enterprise Grant fund.



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.

Sisu Motorsports Location	
Date: 5/31/2022	
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	



City of West Fargo - Enterprise Grant Application
Sisufab LLC

City of West Fargo - Enterprise Grant Application

Sisufab LLC

TABLE OF CONTENTS

Application

Attachment 1: Photos

Historic & Current Exterior Photos

Current Interior Photos

Attachment 2: Drawings

Site Plan

Existing Demo Plan & Proposed Floor Plan

Proposed Exterior Elevation & Rendering

Proposed Interior Rendering

Attachment 3: Bid Documents

Attachment 4: Business Plan

Executive Summary

Mission Statement

Principal Members

Legal Structure

Product

History & Evolution

Market Research

Industry

Customers

Company Advantages

Regulations

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Pricing Structure

Marketing Analysis & Strategy

Growth Strategy

Communication

Sales

Attachment 5: Financial Projections

Net Cash Flow - 3 Year Forecast

Attachment 6: Business Documents

Articles of Organization

Certificate of Good Standing

IRS EIN

SS4

Parcel Information Report



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 (Pages1-) 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: 5/25/2022



Enterprise Grant Application

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION

Name: Joseph Karvonen

Address: 114 1st Ave West West Fargo ND 58078

Phone: 701-630-0640 Fax: _____

E-Mail: sisufab@gmail.com

Applicant Name: Joseph Karvonen - Sisufab LLC

(Name of person/entity to RECEIVE grant)

Property Owner: Joseph Karvonen - Karvonen Properties

Property Address: 113 Main Avenue West - E 45' LOT 6 LESS R/W & WLY 3.50' LOT 7 BLK 2 SUKUTS ESTATES

Architect/Firm: Brittany Taplin AIA

(If applicable)

DESCRIPTION OF PROPERTY

Current tenant(s): ☒ Commercial Sisu Motorsports & Kramer Motorcycles USA

Building History (If available): Built in 1960s. The property has been occupied by many tenants,
most recently by Brokerage Printing & Dons Barber Shop. The most notable tenant was a
pharmacy which included a lunch counter and gift shop as well.

Total Qualifying Expenses \$ 212,000.00 Total Loan from City \$ N/A

Potential Grant Portion of Loan \$ 75,000.00

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)

Built in 1960s. CMU block walls with round steel columns & steel joist & beam structural system. Glass storefront system and brick exterior face. Building is in excellent structural shape, but is in need of an exterior facelift and interior remodel. Most of the demo work has been completed on the interior. Plans have been approved by the city and we have a building permit.

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)

Exterior remodel includes removal of existing canopy and wood-look cementitious siding or neutral-toned EIFs would be installed. Black aluminum frames and windows would replace the existing storefront. The brick would be painted a warm dark grey color. On the west facade, we could include a motorcycle themed mural. On the alley a new garage door would be added.

The interior remodel includes partial removal of a dividing wall to open up the whole front of the showroom area. A new parts area, offices, storage and bathroom would be added. Modern lights as well as display fixtures would be added in the showroom. A lounge seating area, as well as an area for unique and local art to be displayed, will be in the showroom.

Estimated completion date: February 2023

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?

The proposed project will bring jobs & customers to Main Avenue/downtown from the neighboring cities and region. A large portion of the WF 2.0 is to encourage retail development on both Sheyenne and Main Avenue. This business is currently a destination and we want to make a welcoming space for the community. We would help make the block more attractive & inviting while aiming to preserve the history of the city. The building is underutilized and we see potential in this existing infrastructure.

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?

This project will help kickstart/encourage the redevelopment and improvements along Main Avenue. We would be growing the local economy by bringing an independent retailer to Main Ave.

We are also a unique business where we have retail and service; providing motorcycle service and parts sales in addition to being a US distributor for a motorcycle brand, Kramer Motorcycles.

Over the next 5 years we plan to expand the sales of parts, accessories and apparel. This will be staffed by new employees and be a large part of the growth in the new building. Along with increased sales of Kramer Motorcycles, we anticipate adding several more employees over the next five years.



Enterprise Grant Application

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

We anticipate adding two new employees within the first year after opening this new location. This would bring our staff total to six employees. With time and growth, we anticipate that we will have to add two more people by the end of year two.

In our industry, we expect the employees to have salaries between \$40,000 to \$50,000, plus health insurance.

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

None.

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

See attachments 4-6



Enterprise Grant Application

Applicant Signature:

Signature of Applicant: _____ Date: 5/25/2022

Signature of property owner: _____ Date: 5/25/2022

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)
) SS.
COUNTY OF CASS)

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)
) SS.
COUNTY OF CASS)

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)

City of West Fargo - Enterprise Grant Application

Sisufab LLC

Attachment 1: Photos



Historic photo of Goodie Kaiser in front of the “Moe Building” at the West Fargo Drug.

In the 1960s, they had a drug store, gift shop and lunch counter on the west portion of the building.

Various tenants over the years included: beauty salon, pawn shop, barber shop, tropical fish short and print shop.



Google Maps Photo from September 2011. Tenants: Brokerage Printing & Dons Barber Shop



Current Photo from September 2021

City of West Fargo - Enterprise Grant Application

Sisufab LLC

Attachment 1: Photos



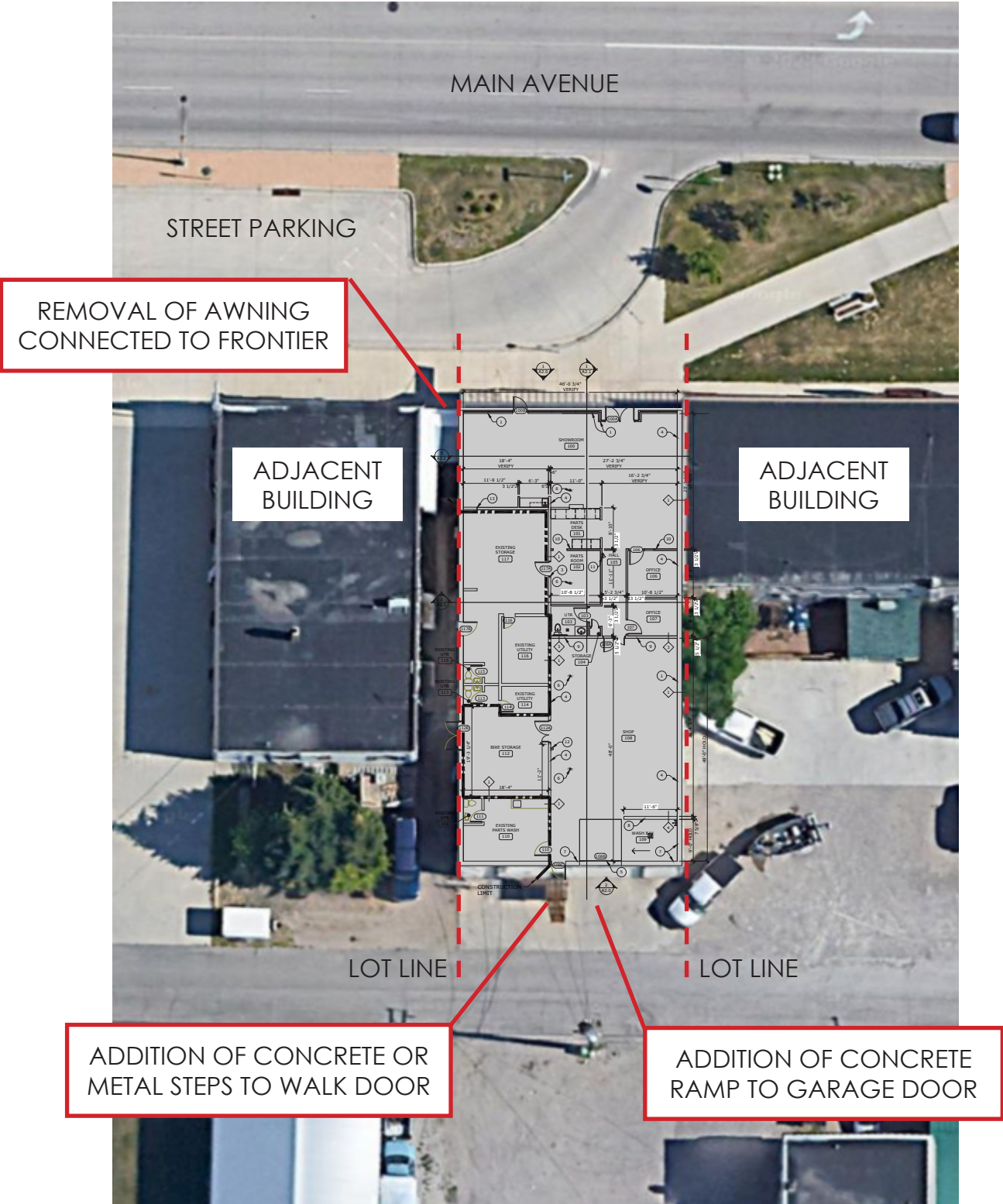
Current Photo looking South East - Standing at Front Door



Current Photo looking South West - Standing at Front Door

City of West Fargo - Enterprise Grant Application
Sisufab LLC

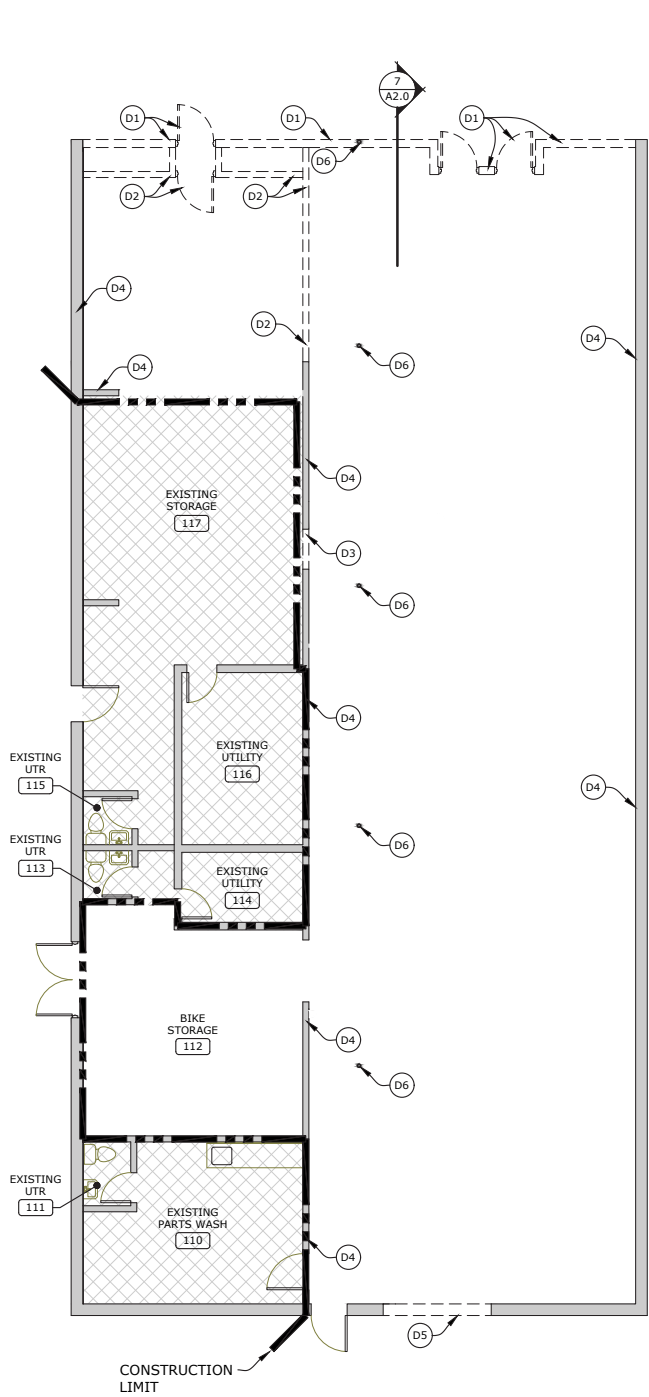
Attachment 2: Drawings



Site Plan - 113 Main Ave West - Minimal site work will be completed

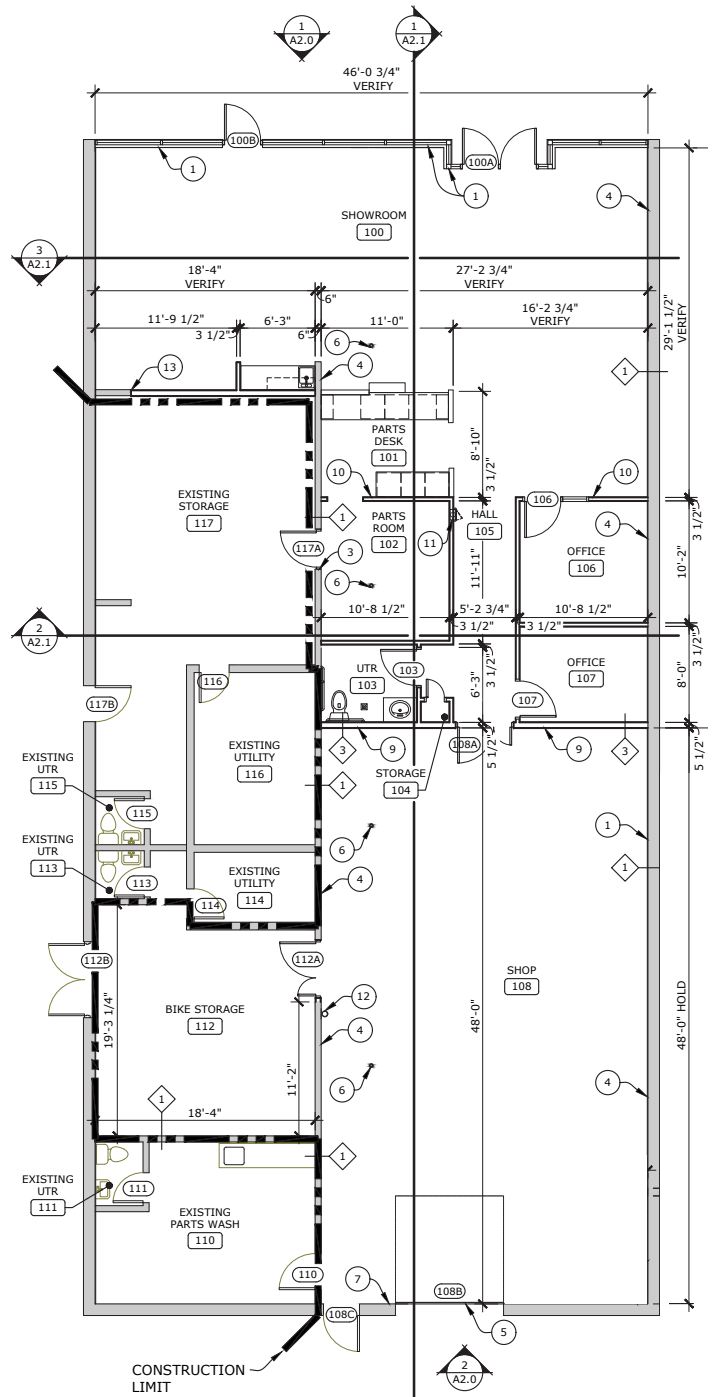
City of West Fargo - Enterprise Grant Application
Sisufab LLC

Attachment 2: Drawings



DEMO FLOOR PLAN
NORTH

SCALE: 1/8" = 1'-0"

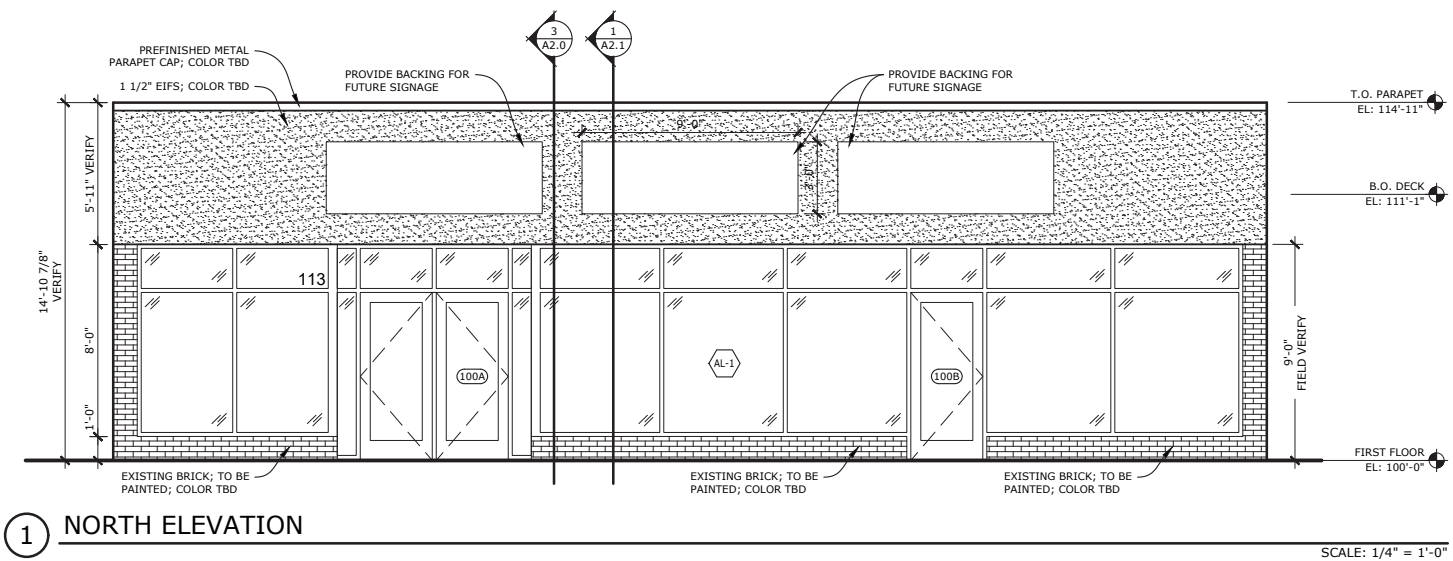


FLOOR PLAN
NORTH

SCALE: 1/8" = 1'-0"

City of West Fargo - Enterprise Grant Application
Sisufab LLC

Attachment 2: Drawings



North Elevation & Exterior Rendering - 113 Main Ave West

City of West Fargo - Enterprise Grant Application

Sisufab LLC

Attachment 2: Drawings



Exterior & Interior Rendering - 113 Main Ave West

City of West Fargo - Enterprise Grant Application

Sisufab LLC

Attachment 3: Bid Documents

Budget

Holm Construction Services					
Project:	MAIN AVENUE MOTORSPORTS				3/21/2022
Location:	WEST FARGO, ND				LH
Project SF:					
Cost Code	Description	Quantity	Unit	Total Amt	Sub/Supplier
	PERMIT	1	lsum	\$ 2,000.00	Budget
	01.00.20 Liability Insurance	265000	dol	\$ 1,881.50	Pro rata
	01.30.10 Supervision	128	hr	\$ 8,320.00	8 hrs a week, 16 wks
	01.30.20 General Carpentry	40	hr	\$ 2,400.00	40 hr
	01.30.30 General Labor	80	hr	\$ 3,200.00	80 hr
	01.30.32 General Material	1.075	lsum	\$ 537.50	Budget
	01.30.40 Final Cleaning	1	lsum	\$ 1,000.00	Budget
	01.52.16 Temp Sanitary Facilities	4	mo	\$ 920.00	4 months
	01.52.20 Equipment- Rental	1	lsum	\$ 1,000.00	Budget
	01.52.24 Fuel	1	lsum	\$ 500.00	Set fee
	01.74.00 Dumpsters	5	dump	\$ 2,000.00	5 dumps
	02.40.20 Interior Demolition	0	lsum	\$ -	By owner
	03.00.00 Concrete- Cast in Place	1	lsum	\$ 19,701.88	Buffalo Rock
	05.52.00 Metal Railings	1	lsum	\$ 2,240.00	Allfab
	06.00.00 Wood Framing	40	hr	\$ 8,000.00	Ladue Budget
	06.10.00 Lumber Materials	1.075	lsum	\$ 7,847.50	Lamperts Budget
	06.20.00 Finish Carpentry	1	lsum	\$ 2,000.00	Budget
	06.20.20 Custom Cabinets	1	lsum	\$ 9,143.00	Clearwater
	06.30.30 Solid Surface Countertops	1	lsum	\$ 4,538.00	Northern Stone
	06.30.35 PLAM Countertops	0	lsum	\$ -	Quartz
	07.20.00 Insulation Subcontractor	300	sf	\$ 900.00	Sprayfoam budget
	07.24.00 EIFS Subcontractor	300	sf	\$ 4,500.00	Ladue
	07.50.00 Membrane Roofing	1	lsum	\$ 4,819.00	MJ Dalsin
	07.90.00 Caulking	1	lsum	\$ 600.00	Budget
	08.10.00 Doors, Frames, Hardware	1.075	lsum	\$ 12,165.78	Central Door
	08.10.10 Install Doors, Frames, Hardware	6	ea	\$ 4,800.00	Budget
	08.36.00 Overhead Doors	1	lsum	\$ 4,436.00	Twin City
	08.40.00 Entrances and Storefronts	1	lsum	\$ 24,979.00	Galaxy
	09.20.00 Frame Through Paint	1	lsum	\$ 30,000.00	Frame/drywall/insul/tape budget
	09.22.00 Painting	1	lsum	\$ 12,000.00	Paint Budget
	09.22.10 Paint/Stain Doors&Trim	6	ea	\$ 1,500.00	Budget
	09.30.00 Tiling	0	lsum	\$ -	By owner
	09.40.00 Carpet/LVT/VCT/Vinyl Base	0	lsum	\$ -	By owner
	09.40.90 Floor Prep	0	lsum	\$ -	By owner
	09.60.00 Epoxy Flooring	0	lsum	\$ -	By owner
	09.80.00 Acoustical Ceiling	525	sf	\$ 3,937.50	Budget
	10.14.00 Interior Signage	1	lsum	\$ 400.00	Budget
	10.28.00 Bath Accessories	1	lsum	\$ 800.00	Budget
	10.44.00 Fire Protection Specialties	2	ea	\$ 700.00	Budget
	22.00.00 Plumbing	0	lsum	\$ -	By owner
	23.00.00 HVAC	1	lsum	\$ 24,916.00	AirServ
	26.00.00 Electrical	1	lsum	\$ 26,891.00	The Power Connection
	26.00.10 Lighting Allowance	1	lsum	\$ 2,625.00	The Power Connection
				\$ 236,198.66	

Summary		
Sub-Total	\$	236,198.66
Contingency	\$	4,723.97
OH/Profit	\$	23,619.87
Project Total	\$	264,542.49

Attachment 4: Business Plan

SISUFAB LLC
DBA Kramer Motorcycles USA
DBA Sisu Motorsports
Business Plan

Joseph Karvonen, Owner
May 22nd, 2022

Executive Summary

Mission Statement

To provide high-quality motorcycle service and repair, along with strong distribution and support of Kramer Motorcycles.

Principal Members

Joseph Karvonen — Owner/Operator and lead sales

Legal Structure

Sisufab LLC is a sole proprietorship.

Product

Sisufab LLC (DBA Kramer Motorcycles USA, DBA Sisu Motorsports) is in the business of repair and service of motorcycles along with the exclusive United States sales and distribution of Kramer Motorcycles of Germany.

History & Evolution

The owner, Joseph Karvonen, has worked in the powersports industry from 2005 to present. Sisufab LLC was founded in the spring of 2014. The company focuses on repair and service of motorcycles. In 2015, the first employee was hired and now has enough business to employ four people. The company's position within the motorcycle service industry is stable and continuously growing. Sisufab has gained a large portion of the aftermarket motorcycle service and parts sales of the FMWF metro area.

Kramer Motorcycles USA started as a subset of Sisufab LLC in 2016. Since then, it has grown at a rapid rate. This part of the company focuses on importing and distributing a race motorcycle brand out of Germany as well as parts sales. Kramer Motorcycles USA has added dealers in three different regions in the United States. The company is working to add more dealers and grow the distribution of Kramer Motorcycles throughout the United States. Kramer Motorcycles has also rapidly grown direct-to-consumer sales and that is seen as the quickest path to future sales.

Sisufab LLC is registered as a Primary-Sector business in the state of North Dakota.

Market Research

Industry

Sisufab LLC and Kramer Motorcycles USA are established in multiple parts of the motorcycle industry.

Sisufab's service of motorcycles and sales of motorcycle parts and accessories is the most stable part of the industry. The demand for parts sales and service is consistent throughout the year.

Kramer Motorcycles USA sells road race-only motorcycles. This part of the industry is very focused on absolute quality and performance. Kramer Motorcycles is only one of three brands available in the United States with a full line of road race-only motorcycles. The demand shifts throughout the year based on race seasons across the United States.

Customers

The target audience for Sisufab is all general motorcycle owners. The typical demographic of customers are motorcycle or powersports vehicle owners within the region near West Fargo North Dakota. There are a handful of customers, who order specialized parts that are made in-house, across the United States. Sisufab serves customers of all income levels, from \$30,000 to \$250,000. Approximately 90% of customers live within a 25 mile radius.

The Kramer Motorcycles USA division targets customers ages 25 and older with middle to upper-income demographics. Customers live in all regions of the United States, with most living in California and New Hampshire. The demographic that Kramer Motorcycles markets to are adults with a history in road racing and incomes over \$50,000 a year. The target customers are interested in a product that is turnkey ready-to-race. Kramer Motorcycles knows that these people value quality and they research the products they buy. These target customers are willing to spend more money on products that are of higher quality and last longer.

Company Advantages

Sisufab LLC has the following advantages compared to competitors:

- Exceptional customer service and support
- Factory trained motorcycle technicians
- Over 50 years of combined experience
- Expansive training in all forms of powersports equipment
- Specialized experience in vintage motorcycles
- Detailed experience in road race motorcycle preparation and setup

Kramer Motorcycles USA has the following advantages compared to competitors:

- One of only three road race only motorcycle manufacturers in the USA
- Products made for the use of racing only
- Simpler product for owners to get into racing and track use

- All Kramer Motorcycles designs are concentrated on maximum performance, so they are not burdened by compromises from cost savings or regulation limitations from the Department of Transportation or Environmental Protection Agency

Regulations

Sisufab LLC. meet all federal and state regulations concerning motorcycle repair and manufacturing. Specifically, Code of Federal Regulations in Title 40, Parts §1068.1(a)(12) and §1068.310(a) for off-road competition motorcycles.

Service Line

Products & Process

Sisufab LLC offers the following, but not limited to:

- Motorcycle service and repair
- Engine repair and rebuilding
- Tire sales and installation
- Electrical diagnostic and repair
- Accessory and upgrade part installation
- Parts sales
- Clothing and apparel sales

Kramer Motorcycles USA offers the following, but not limited to:

- New and used sales of Kramer brand motorcycles
- OEM parts distribution and sales of Kramer Motorcycles
- Service of Kramer Motorcycles
- Technical support for Kramer Motorcycles

Pricing Structure

Sisufab LLC

- Labor rate for service is \$90 per hour.
- Parts margin is typically 40% over cost.

Kramer Motorcycles USA

- Models of Kramer Motorcycles for 2022 model year.
 - GP2-890R \$33,399
 - HKR Evo2 R \$22,995
 - HKR Evo2 S \$15,895
- Parts margin is typically 60% over cost.

Marketing Analysis & Strategy

Growth Strategy

To grow the company, Sisufab LLC will do the following:

- Continue to offer leading customer support and quality workmanship
- Increase participation in local and regional events
- Advertise through local motorcycle events and publications
- Increase walk-in parts and apparel sales with more visible location
- Increase service capacity with larger shop space & additional technicians

To grow the company, Kramer Motorcycles USA will do the following:

- Increase dealer network to reach customers directly
- Special events with journalists to test and review the motorcycles
- Demonstration events where customers can ride new motorcycles

Communication

Sisufab LLC and Kramer Motorcycles USA communicate with their customers by:

- Using targeted Google and Facebook advertisements
- Utilizing social media such as YouTube, Facebook, and Instagram
- Providing contact information on the company website.

Sales

Sisufab LLC has employees who lead customer relations and sales. Kramer Motorcycles USA's sales are led by owner, Joseph Karvonen. The company plans to expand the in-house parts & apparel sales with a larger storefront and showroom. Additionally, work is being completed on an online web-shop to be able to provide easier and streamlined parts & apparel sales outside of the region.

City of West Fargo - Enterprise Grant Application

Sisufab LLC

Attachment 5: Financial Projections

Accountants provided a Net Cash Flow 3-yr Forecast based on current operations

Beginning Cash	115,076	166,873	235,569	115,076
Ending Cash	166,873	235,569	324,766	324,766

	12/31/2022	12/31/2023	12/31/2024	3 Year Total
Bike Units Sold	24	28	32	84
Revenue - Bikes	630,000	756,000	896,000	2,282,000
Revenue - Parts	200,000	220,000	242,000	662,000
Revenue - Labor	100,000	110,000	121,000	331,000
Total Revenue	930,000	1,086,000	1,259,000	3,275,000
Cost of Goods Sold -Bikes	535,500	642,600	761,600	1,939,700
Cost of Goods Sold - Parts	150,000	165,000	181,500	496,500
Gross Profit	244,500	278,400	315,900	838,800
Gross Profit %	26%	26%	25%	26%
Employee Wages	50,000	55,000	60,000	165,000
Owner Wages	45,000	50,000	55,000	150,000
Rent	26,400	26,400	26,400	79,200
Legal & Professional	12,000	13,500	15,000	40,500
Insurance	11,000	12,000	13,000	36,000
Interest Expense	8,625	8,425	8,225	25,275
Utilities	8,000	9,000	10,000	27,000
Auto Expenses	7,000	8,000	9,000	24,000
Depreciation	6,000	6,000	6,000	18,000
Supplies	5,000	6,000	7,000	18,000
Sales & Marketing	4,750	5,750	6,750	17,250
Payroll Taxes	1,100	1,200	1,300	3,600
Real Estate Taxes	3,500	3,600	3,700	10,800
Office Expense	3,000	3,200	3,400	9,600
Repairs & Maintenance	500	500	500	1,500
Dues/Subscriptions	500	600	700	1,800
Meals & Entertainment	250	250	250	750
Total Expenses	192,625	209,425	226,225	628,275
Net Income	51,875	68,975	89,675	210,525
Depreciation Addback	6,000	6,000	6,000	18,000
Interest Addback	8,625	8,425	8,225	25,275
Debt Service Payments	(14,703)	(14,703)	(14,703)	(44,110)
Net Cash Provided/ (Used)	51,797	68,697	89,197	209,690

Annual Notes:

- 1 Cost of Parts assumes a 25% gross profit, cost of bikes assumes a 15% gross profit
- 2 Rent expense is a triple net lease with Karvonen Properties
- 3 Advertising & Travel will be largely reduced compared to history
- 4 Debt payments include the \$631.53/mo loan and annual LOC interest of \$7k.

City of West Fargo - Enterprise Grant Application
Sisufab LLC

Attachment 6: Business Documents



**NORTH DAKOTA BUSINESS
OR FARMING LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION**
SECRETARY OF STATE
SFN 58701 (2-2013)

RECEIVED



JAN 16 2014

ID Number	35,968,800 LLC	
Work Order Number	1099253	
Filed	1-29-14	By NS

FILING FEE: \$ 135.00

ATTACHMENT: Initial Report for Farming or Ranching is required of
SEC. OF STATE companies engaged in farming or
ranching.

SEE INSTRUCTIONS FOR FEES, FILING AND MAILING INFORMATION.

TYPE OR PRINT LEGIBLY

The undersigned natural persons of the age of eighteen years or more, acting as organizers, adopt the following Articles of Organization according to:

- (check one) ☒ North Dakota Limited Liability Company Act (North Dakota Century Code, Chapter 10-32) (for general business purposes)
☐ North Dakota Corporate or Limited Liability Company Farming Act (North Dakota Century Code, Chapter 10-06.1)

Article 1. Name of Limited Liability Company Sisufab, LLC	
Article 1.A. Address of Principal Executive Office (Street/RR, PO Box, City, State, ZIP+4) May not be only a post office box. 114 - 1st Avenue W, West Fargo, ND 58078	
Article 2.A. Name of <u>Commercial</u> Registered Agent in <u>North Dakota</u>	2.B. Name of <u>Noncommercial</u> Registered Agent in <u>North Dakota</u> OR Joseph M. Karvonen
2.C. Address of <u>Noncommercial</u> Registered Agent in <u>North Dakota</u> (Street/RR, PO Box, City, State, ZIP+4) May not be only a post office box. 114 - 1st Avenue W, West Fargo, ND 58078	
Article 3. The Limited Liability Company shall be effective (check one) ☒ When filed with the Secretary of State ☐ Later on _____ (month, day, year)	
Article 4. The existence of the limited liability company shall be perpetual (indefinite), OR	
Article 5. Purposes for which the Limited Liability Company is organized are general business purposes, OR motorcycle repair, service and fabrication	
Article 6. Other provisions elected for inclusion This LLC shall be permitted to have one (1) member.	

Article 7. The name and address of each organizer		COMPLETE MAILING ADDRESS				
NAME	Street/RR	PO Box	City	State	ZIP+4	
Joseph M. Karvonen	114 - 1st Avenue W, West Fargo, ND 58078					

"The above named organizers, have read the foregoing Articles of Organization, know the contents, and believe the statements made therein to be true. I (We) further authorize the Secretary of State to correct Articles 2. A., 2. B, or 2.C. if not correctly reflected. I (We) understand that if I (we) make a false statement in this document, I (we) may be subject to criminal penalties."

Signature:	Date	1-10-14
Signature: _____	Date	
Signature: _____	Date	
Name of Person to Contact About This Document Marshall W. McCullough	E-mail Address mmccullough@ohnstadlaw.com	Daytime Telephone Number and Extension, if any: (701) 282-3249

State of North Dakota

SECRETARY OF STATE



Certificate of Good Standing of SISUFAB, LLC

SOS Control ID#: 0000134198

Certificate #: 021856525

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

SISUFAB, LLC

a Limited Liability Company - Business - Domestic was formed under the laws of NORTH DAKOTA and filed with this office effective January 29, 2014. This entity has, as of the date set forth below, complied with all applicable North Dakota laws.

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

DATE: May 22, 2022

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

Alvin A. Jaeger
Secretary of State

**EIN Assistant**

Your Progress:

1. Identity

2. Authenticate

3. Addresses

4. Details

5. EIN Confirmation

Congratulations! Your EIN has been successfully assigned.EIN Assigned: **46-4725189**Legal Name: **SISUFAB LLC****IMPORTANT:****Save and/or print this page and the confirmation letter below for your permanent records.**

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.

**[CLICK HERE for Your EIN Confirmation Letter](#)**[Help with saving and printing your letter](#)

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

Continue >>**Help Topics**

- ?** [What if I do not have access to a printer at this time?](#)
- ?** [Can I access this letter at a later date?](#)



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 02-05-2014

Employer Identification Number:
46-4725189

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

SISUFAB LLC
KARVONEN BIKES
% JOSEPH M KARVONEN SOLE MBR
114 1ST AVE W
WEST FARGO, ND 58078

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-4725189. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SISU. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

575G

02-05-2014 SISU O 9999999999 SS-4

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 G

999999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 02-05-2014
EMPLOYER IDENTIFICATION NUMBER: 46-4725189
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

A barcode consisting of vertical bars of varying heights, used for document tracking or identification.

SISUFAB LLC
KARVONEN BIKES
% JOSEPH M KARVONEN SOLE MBR
114 1ST AVE W
WEST FARGO, ND 58078



Parcel Information Report

Parcel Number: 02210000200000

General Information

City/Township:	West Fargo City
Taxpayer Name:	KARVONEN PROPERTIES LLC
Property Address:	113 MAIN AVE W
Section:	2
Subdivision:	Sukuts Estates
Extra Territorial Area:	
Lot:	6
Legal Description:	SUKUT ESTATES E 45' LOT 6 BLK 2 LESS R/W AND WLY 3.50' LOT 7
Lot Area:	6790
Frontage Length:	
Depth Factor:	

District Information

School District:	S006 (West Fargo Public School District #6)
Water District:	W060 (Southeast Water Resource District)
Fire District:	()



PARCEL INFORMATION

Parcel #: 02-2100-00200-000

Tax Year: 2022

Date Printed: 05/23/2022

General Information:

Legal Owner: KARVONEN PROPERTIES LLC
Mailing Address: 114 1 AVE W WEST FARGO, ND 58078-0000
Property Address: 113 MAIN AVE W
DBA: BROKERAGE PRINTING
Legal Description: Addition: 2100: SUKUTS ESTATES
Lot: ' LOT 6 LESS Block: 2
R/W AND
Full Legal: E 45' LOT 6 LESS R/W & WLY 3.50' LOT 7 BLK 2 SUKUTS ESTATES

Property Valuation:

	Land	Improvements	Total
Full Certified Value:	\$33,900.00	\$182,700.00	\$216,600.00

Exemptions: Homestead Credit: Vet Credit:

Building Information:

Year Built: Building SF:
Property Type: Commercial
Story Height:
Garage SF: # Apt Units: 0

Lot Size:

Front Width: Depth Side 1: GIS Land SF: 5,964
Back Width: Depth Side 2:
Zoning: DMU - Downtown Mixed Use

City Information:

Garbage Date: Friday

Taxes:

Property Tax Amount: \$3,244.22

Specials:

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen
2. PHONE NUMBER: 515-5377 DATE: June 13, 2022
3. AGENDA TITLE:
Final Approval – Restad Properties LLC Renaissance Zone Incentive
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Restad Properties LLC has applied for a 5-year Renaissance Zone incentive worth \$8,964 to construct a 10,000+ square foot speculative building. The applicant estimates the anticipated building / property value after the project is completed will be more than \$1.2 million. At their June 2, 2022 meeting the Economic Development Advisory Committee voted to recommend approval of the tax incentive.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
1200 3rd Ave NW
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve the 5-year Renaissance Zone incentive for Restad Properties LLC as recommended by the West Fargo Economic Development Advisory Committee.



To: West Fargo City Commission

From: Malachi Petersen, Planner

Date: 6-15-2022

Subject: Renaissance Zone Incentive for Restad Properties LLC

Action: Approve 5-Year Renaissance Zone Incentive for Restad Properties 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

Roben Anderson

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:

Restad Properties LLC has applied for a 5-year Renaissance Zone incentive to construct a 10,000+ square foot speculative building at 1200 3rd Ave NW. The property where the building is proposed to be constructed is currently vacant and zoned LI: Light Industrial and owned by Restad Industrial Park LLC, a sister company. The applicant estimates that the project will create two full time employees earning an hourly wage of \$17.50 with estimated hourly benefits at \$10. The location of the building would be within the Restad Industrial Park, a grouping of buildings which previously received Renaissance Zone incentives for both new construction and leasing of space to tenants in late 2019.

Policy Analysis:

The goal of the ND Renaissance Zone program is to revitalize communities in the state and encourage development through tax incentives. Qualifying activities for a Renaissance Zone project include the purchase, rehabilitation, new construction, or lease of a property located within an identified Renaissance Zone block.

Financial Analysis:

The applicant estimates the anticipated building value after the project will be \$1.2 million. Currently the true and full value of the property is \$116,000. The estimated state income tax benefit to the applicant if they receive this incentive would be \$1,750 for the 5-year period. The estimate property tax benefit to the applicant if they receive this incentive would be \$8,964 for the same 5-year period.

Economic Development Advisory Committee Meeting Recommendation:

At their June 2, 2022 meeting the Economic Development Advisory Committee voted to recommend approval of the 5-Year Property Tax Incentive to Restad Properties LLC.



Economic Development
 800 4th Avenue East
 West Fargo, ND 58078
 701-515-5340
Economic.Development@WestFargoND.Gov
www.WestFargoND.Gov

Renaissance Zone Project Application

Type of Property: ☒ Commercial ☐ Residential ☐ Utility Infrastructure Project

Type of Project

☒ New construction ☐ Purchase with improvements
☐ Rehabilitation ☐ Leasehold improvements
☐ Lease: ☐ New ☐ Expansion ☐ Continuation of a lease

Leased Projects – Does it involve a relocation of a business from one location in the Renaissance Zone to another location in the Renaissance Zone? ☐ Yes ☒ No

Residential Projects – Will this property be your primary place of residence? ☐ Yes ☒ No

Is the entity subject to the financial institution tax (NDCC 57-35.3)? ☐ Yes ☒ No

Contact Information	
Name	RYAN RESTAD
Address	1206 3 RD AVE NW, WEST FARGO, ND 58078

Business Information (if applicable)	
Business Name	RESTAD PROPERTIES, LLC
Address	1206 3 RD AVE NW, WEST FARGO, ND 58078
Type of Entity	☐ Partnership Corporation ☐ S Corporation ☐ Cooperative ☐ Corporation ☒ Sole Proprietorship ☒ LLC ☐ LLP

Property Owner (if different than Contact)	
Name	
Address	

Parcel Information	
Parcel Number	02-0801-00040-000
Address	1200 3 RD AVE., NW., WEST FARGO, ND 58078
Legal Description	LOT 4 BLK 1 HALVERSONS INDUSTRIAL 2ND
RZ Block Number	#32
Sq. Footage of Lot	33,141.48

Building Information			
Current Use	VACANT		
Current Zoning	L 1	Does it need to be changed? ___ Yes X No	
Date of Acquisition	~2018		
Expected Use After Project	WAREHOUSE		
Current Sq. Footage per Floor	N/A	Anticipated Sq. Footage After Project per Floor	10,368
Current Building Value	N/A	Anticipated Building Value After Project	1,200,000

Project Information				
Estimated Project Start Date	AUGUST 15,2022		Estimated Project End Date	1/3/2023
Total Project Cost (Attach breakdown)				
Expected Date of Purchase (if applicable)	N/A		Expected Date of Occupancy (if applicable)	1/3/2023
Current # of Employees	0		Estimated # of Employees After Project	2

Estimated Property Tax Benefit	\$8,964.50		Estimated State Income Tax Benefit	\$1,750
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Scope of Work

The property is a piece of vacant land and will be developed to provide a warehouse for increasing business, goods and services.

How does the project meet the City of West Fargo's goals and objectives to: increase housing units, improve overall appearances, create high-quality jobs, enhance entrances to the community, encourage new developments, change existing property to meeting zoning, increase business visibility, and comprehensive redevelopment?

Once the construction is completed a vacant lot will become a future vibrant projected business expansion. Right now there is no opportunity to employ people since there is no structure and by constructing the building employment will have a chance to grow from a conservative number of 2 with increasing once completed.

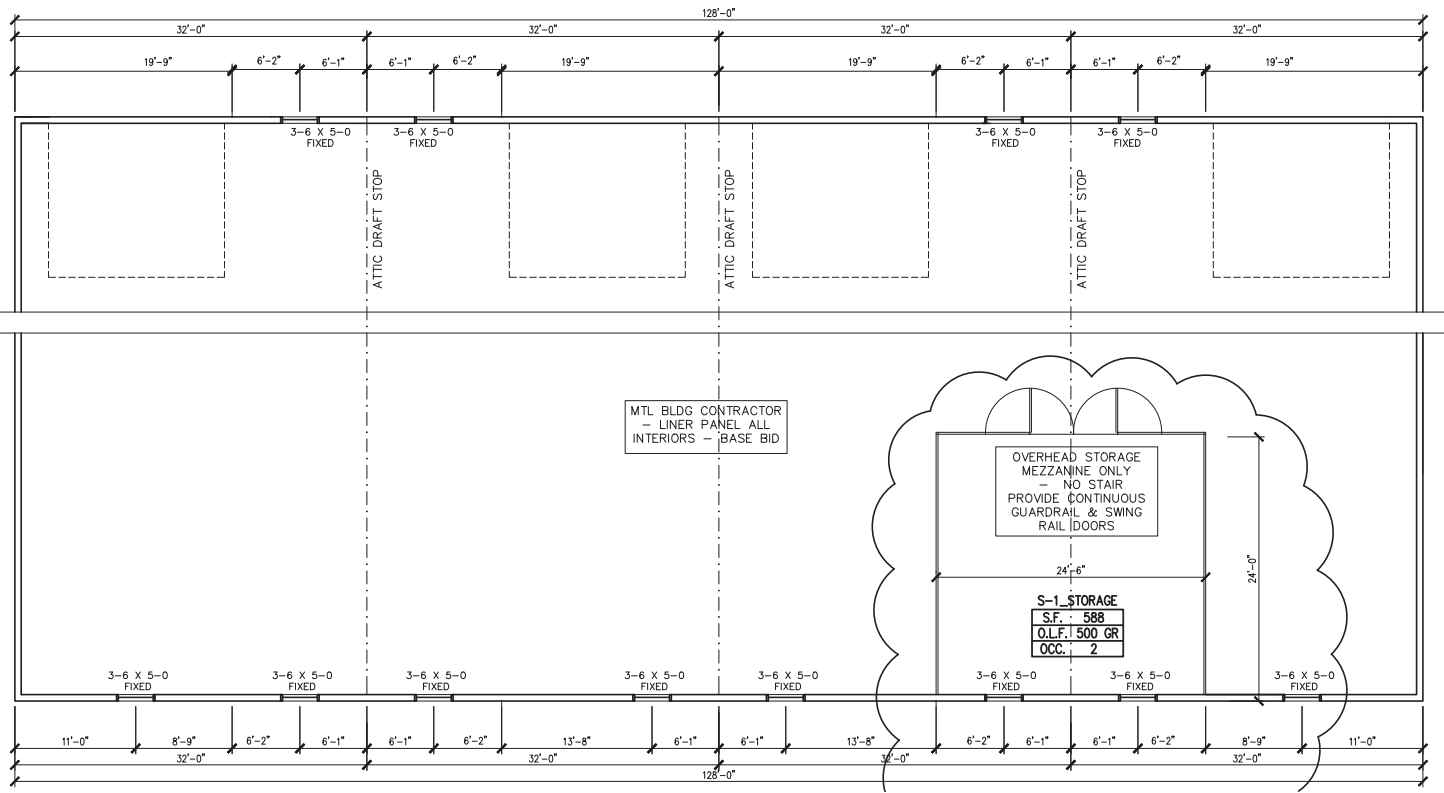
The structure of the building will complement the surrounding structures to allow a pleasant look.



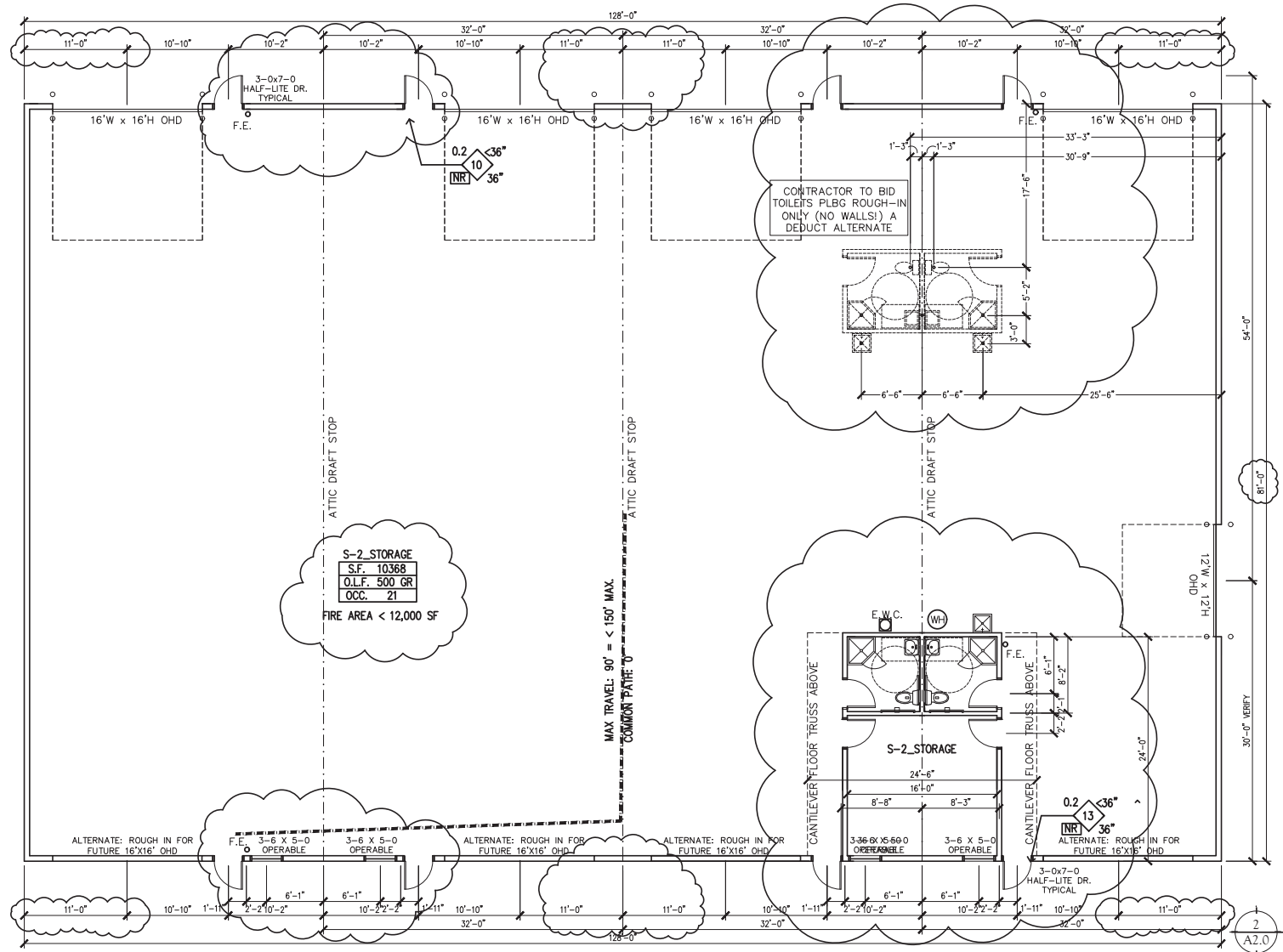
These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Restad RZ Project Location	
Date: 5/26/2022	
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	





1
A2.0
CODE PLAN - 2ND FLOOR
Scale: 1/8" = 1'-0"



2
A2.0
CODE PLAN - MAIN FLOOR
Scale: 1/8" = 1'-0"

Mechanical Code Info:

MECHANICAL CODE PER IMC 2018 SECTION 602 PLENUMS
SECTION 602.2.1 MATERIALS WITHIN PLENUMS
WORK IN THIS PROJECT TO BE ALL DUCTED RETURNS CONFORMING TO IMC SECTION 603 & 604 - IGNORE NOTE ONLY IF MECH. PLANS ACCOMPANY THIS CODE SHEET
NO OPEN AIR RETURNS ARE ALLOWED DUE TO THE FACT THAT COMBUSTIBLE MATERIAL MAY BE USED IN THIS PROJECT ABOVE LAY-IN CEILINGS. EXPOSED PVC PIPING, VENTING, WILL ONLY ALLOWED IF DUCTED RETURNS ARE USED.

Plumbing Systems:

PLUMBING FIXTURE CALCULATIONS PER IBC TABLE 2902.1						
PLUMBING FIXTURES LOAD FACTORS						
OCCUPANCY	WATER CLOSETS		LAVATORIES		D.F.	SERV. SINK
	M	F	M	F		
(S-2) STORAGE	1:100		1:100		1:1000	1
N/A	1:100	1:100	1:100	1:150	1:1000	1
REQUIRED PER BAY	1	1	1	1	1	1
2902.2 EXCEPTION 2: TOTAL OCC. LOAD ≤ 15, (1) FACILITY ALLOWED						
PROVIDED PER BAY	1	1	1	1	*	1
NOTE 1: N/A						
NOTE 2: N/A						
NOTE 3: ELEC. WATER COOLER PER EACH BAY						
ENVELOPE PASSES: + %						

Energy Code Information:

SEE COM CHECK (SUPPLIED BY MORTON BLDG MFR)

Code Information:

BUILDING SUMMARY		
REFERENCE: CITY OF WEST FARGO LAND DEVELOPMENT CODE		
ITEM	SECTION	REFERENCE
ZONING	4-428	HC: HVY COMMERCIAL / LT IND.
PARKING REQ.	4-450	PERMITTED: 4-428.2 2. COMMERCIAL OFFICE BLDG 3. REPAIR/SERVICE OF TRUCKS 8. PARKING LOTS
SEE CIVIL FOR PARKING REQUIREMENTS		
BLDG HT.	MAX 35'	ACTUAL BLDG HT.: 20'
REFERENCE: 2018 INTERNATIONAL BUILDING CODE		
ITEM	IBC SECTION	REFERENCE
OCCUPANCY	311.2	(S-1) MODERATE HZRD STORAGE (HTD. W/HSSE, (NO HIGH STAGE))
OCCUPANCY	304.1	(B) BUSINESS - OFFICE
OCCUPANCY	311.3	(S-2) PARKING GARAGE OWNER'S CLASSIC CAR COLLECTION
OCC. SEPARATION	508.4	NO SEPARATION REQUIREMENT GRP B & S-1 = NONE GRP S-1 & S-2 = 2 HR PLEASURE VEHICLES REDUCE 1 HR
ALLOWABLE BLDG HT & STORIES IBC TABLE 504.3 504.4		
OCC CLASS	SPRINKLERED?	CONSTRUCTION TYPE
S-2	NS	*903.2 TYPE V - B
* MEZZANINES ALLOWED IF < 1/3 OF FLOOR AREA; MAX WALL HT. 42"		
*EQUIP PLATFORM ALLOWED IF < 2/3 OF FLOOR AREA; GUARDRAIL REQ		
**IF BOTH: MEZZ & PLATFORM SF MUST BE ≤ 2/3 OF FLOOR AREA; ALLOWABLE AREA FACTOR IN SF - IBC TABLE 506.2		
OCC CLASS	SPRINKLERED?	CONSTRUCTION TYPE
S-2	NS	TYPE V - B
AREA FACTOR INCREASE BASED ON FRONTAGE 506.3		
NO FIRE AREA < 12,000 SF (NO STORAGE OF OIL TRUCKS)		
NO FIRE AREA < 12,000 SF (STORAGE OF PLEASURE VEHICLES)		
CONST. TYPE	TABLE 601	TYPE V-B
MAX EXIT TRAVEL DIST. A,E,M,R,F,S	200'	W/O SPRINKLER SYSTEM
TABLE 1016.1 100' ACTUAL TRAVEL DISTANCE		
TABLE 1014.3	COMMON PATH EGRESS W/ S OCC. FOR OCCUPANTS ≤ 30	100' W/O SPRKLR
1015.2.1	TWO EXIT DOORWAY DIST.	NOT < 1/3 BLDG DIAG.
CORRIDORS FR	TABLE 1018.1	0 HR FR W/O SPRINKLER SYSTEM - IF UNDER 30 OCCUPANTS
SPACES WITH ONE (1) EXIT	TABLE 1015.1 GROUP S	MAX OCCUPANT LOAD = 29

Wall & Ceiling Finishes:

FLAME SPREAD & SMOKE DEVELOPED INDEX IBC SECTION 803.1.1			
CLASS A:	FLAME SPREAD: 0-25;	SMOKE-DEVLDP INDEX: 0-450	
CLASS B:	FLAME SPREAD: 26-75;	SMOKE-DEVLDP INDEX: 0-450	
CLASS C:	FLAME SPREAD: 76-200;	SMOKE-DEVLDP INDEX: 0-450	
IBC TABLE 803.9 INTERIOR WALL/CEILING FINISH BY OCCUPANCY			
NON-SPRINKLERED			
GROUP	INTERIOR EXIT STAIRWAYS, INT. EXIT RAMPS & EXIT PASSAGES	CORRIDORS & ENCLOSURE FOR EXIT ACCESS STAIRWAYS & EXIT ACCESS RAMPS	ROOMS & ENCLOSED SPACES
S	B	B	C

Code Plan Symbols Legend:

CODE PLAN SYMBOLS LEGEND	
OCCUPANCY NOTE LEGEND	
OFFICE	SQUARE FOOTAGE
S.F. 100	OCCUPANT LOAD FACTOR
O.L.F. 100	OCCUPANCY
OCC. 1	
EGRESS PATH LEGEND	
EGRESS PATH	WIDTH FACTOR= .15 (TABLE 1028.6.2)
OPENING WIDTH REQ'D	
EXIT OCCUPANCY	
CLEAR WIDTH PROVIDED	
DIRECTION OF TRAVEL	
OPENING RATING, MINUTES	

Fire Extinguishers:

** MIN. 1 PER 75' RAD. COVERAGE, STAFF AREA, CLASS 1-A:10-B:C
** MIN. 1 PROVIDED DURING CONSTRUCTION, CLASS 1-A:10-B:C

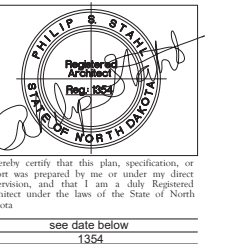
OCCUPANCY CALCULATION - IBC TABLE 1004.1.1		
TOTAL BUILDING OCCUPANCY LOAD (RE: CODEPLAN)		
CLASSIFICATION	LOCATION	OCC LOAD
(S-2) PARKING GARAGE PERSONAL CLASSIC CARS	1ST FLOOR BAYS @ OCC.	10,368 SF / 500 GROSS = 21 OCCUPANTS
(B) BUSINESS	1ST FLOOR 4 BAYS @ 2 OCC.	720 SF / 100 GROSS = 8 OCC
(S-1) MEZZANINE	2ND FLOOR 4 BAYS @ 3 OCC.	1,104 SF / 500 GROSS = 3 OCC
N/A	1ST FLOOR	SF / 100 GROSS = OCC
TOTAL BUILDING OCCUPANCY: 11 PER BAY 31 - SEE CODE PLAN		

ALLOWABLE BUILDING HEIGHTS & AREA - IBC TABLE 503		
GROUP	MAX STORIES ABOVE GRADE	AREA CALCULATIONS
S-2	1 STORY 40' MAX HT.	13,500 SF BASE SF ALLOWED
	MAX BASE X .75	10,125 SF FRONTAGE INCREASE 506.2
	TOTAL	23,625 SF ALLOWABLE AREA PER STORY
		10,368 SF ACTUAL FOOTPRINT SF

FIRE RESISTANCE FOR BUILDING ELEMENTS - IBC TABLE 601	
CONSTRUCTION TYPE V-B	
BUILDING ELEMENT	FIRE RESISTANCE RATING REQUIREMENT (HR)
PRIMARY STRUCTURAL FRAME	0 HOUR
EXTERIOR BEARING WALL	0 HOUR
INTERIOR BEARING WALL	0 HOUR
EXTERIOR NON-BRG WALLS & PARTITIONS	TABLE 602: 0 HOUR
INTERIOR NON-BRG WALLS & PARTITIONS	0 HOUR
FLOOR CONSTRUCTION & SECONDARY MBRS	0 HOUR
ROOF CONSTRUCTION & SECONDARY MBRS	0 HOUR
EXCEPTIONS TAKEN:	NONE

Sheet Index:

G-001	CIVIL: COVER SHEET
C-001	CIVIL: CIVIL NOTES AND LEGEND
C-401	CIVIL: SITE/UTILITY PLAN & LANDSCAPE PLAN
C-402	CIVIL: GRADING/EROSION PREVENTION/SEDIMENT
C-501	CIVIL: TYPICAL DETAILS
A2.0	ARCH: WAREHOUSE - CODE REVIEW & PLANS
A2.1	ARCH: WAREHOUSE - ELEVATIONS & SECTION



PG BOX 248 | HAWLEY MN 56549 | 701.793.1783 | WWW.STHALARCH.COM

Restad Warehouse - Building #3

302 12th Street NW - West Fargo ND 58078 Parcel: _____
Legal: Halverson's Industrial Park 2nd Addition, Blk 1, Lots 1 & 4

CODE & SITE PLAN
PROJECT NUMBER
210413
202010 REVISED
DATE
05.05.21
REVISION
02.24.22
SHEET REFERENCE
Restad Warehouse #3

A 2.0
REVISED

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FILE LOCATION: R:\Cm 3D Projects\2021-600\DRAWINGS\DESIGN\2021-600-6-COVER.dwg

1200 3RD AVENUE NORTHWEST BUILDING

RESTAD TRUCKING COMPLEX

WEST FARGO, NORTH DAKOTA



Consulting Engineering • Land Surveying
925 10th Avenue East, Suite 1 • West Fargo, North Dakota
www.mooreengineeringinc.com

PRELIMINARY



PROJECT INFORMATION

PROJECT SUMMARY NOTES
PROJECT ADDRESS: 1200 3RD AVENUE NORTHWEST WEST FARGO, NORTH DAKOTA 58078
LEGAL DESCRIPTION: LOT 4, BLOCK 1 OF HALVERSON'S INDUSTRIAL PARK 2ND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA
AREA: 33.154 S.F. (0.76 ACRES)
ZONING: "LI" DISTRICT - LIGHT INDUSTRIAL DISTRICT
EXISTING USE OF PROPERTY: VACANT LOT
PROPOSED USE OF PROPERTY: INDUSTRIAL WAREHOUSE BUILDING

DEVELOPER: RYAN RESTAD
2328 12TH STREET WEST
WEST FARGO, ND 58078
RYAN.RESTAD@HOTMAIL.COM
(701) 367-6487
(701) 793-1783

ARCHITECTURAL PLANS BY: PHILIP STAHL, AIA
STAHL ARCHITECTS, PLLC
PO BOX 2108
FARGO, ND 58107-2108
PHIL@STAHLARCH.COM

ENGINEER: KYLE J. MCCAMY, PE
MOORE ENGINEERING, INC.
925 10TH AVENUE EAST, SUITE 1
WEST FARGO, ND 58078
KYLE.MCCAMY@MOOREENGINEERINGINC.COM
(701) 282-4692

BASE ZONING DISTRICT REQUIREMENTS
NONE REQUIRED
FRONT YARD: PROVIDED: 30 FEET (SOUTH)
REAR YARD: PROVIDED: 72 FEET (NORTH)
SIDE YARD: PROVIDED: 10 FEET (WEST)
LOT COVERAGE BY BUILDINGS: PROVIDED: 32.43% (10,751 S.F.)
IMPERVIOUS SURFACE AREA: MAXIMUM: 85% (28,181 S.F. - ENTIRE LOT)
PROVIDED: 80.47% (26,679 S.F. - ENTIRE LOT)

OFF-STREET PARKING AND LOADING REQUIREMENTS
OFF-STREET PARKING: MINIMUM: 9 SPACES (1 SPACE PER EMPLOYEE ON THE LARGEST SHIFT PLUS 1 SPACE PER COMPANY VEHICLE REGULARLY PARKED ON PREMISES)
PROVIDED: 9 SPACES (8 REGULAR SPACES AND 1 SPACE FOR PERSONS WITH DISABILITIES)
PARKING FOR PERSONS WITH DISABILITIES: MINIMUM: 1 SPACE (1 VAN ACCESSIBLE SPACE FOR LOT WITH 1-25 TOTAL SPACES)
PROVIDED: 1 SPACE (1 VAN ACCESSIBLE)
OFF-STREET LOADING: MINIMUM: 1 SPACE (1 12' x 50' SPACE FOR HAVING A FLOOR AREA OF AT LEAST 10,000 S.F. AND LESS THAN 99,999 S.F.)
PROVIDED: 1 SPACE

LANDSCAPING REQUIREMENTS
ONSITE LANDSCAPING: MINIMUM: 0 PLANT UNITS (PROPERTY ZONED AS "LI" - LIGHT INDUSTRIAL)
PROVIDED: 0 PLANT UNITS
BOULEVARD TREES: N/A - INSTALLED IN 3RD AVENUE NORTHWEST RIGHT OF WAY BY CITY UNDER DISTRICT 2213 AND 2214.

STORM WATER RETENTION REQUIREMENTS
STORM WATER RETENTION: LOT SIZE: 33.154 S.F. (0.76 ACRES)
% IMPERVIOUS: 80.47% (26,679 S.F.)
32.43% (10,752 S.F.) BUILDINGS
10.96% (3,634 S.F.) PAVEMENT AREAS
37.06% (12,293 S.F.) GRANULAR AREAS - TREATED AS 70% IMPERVIOUS.
REQUIRED: 26,679 C.F. (0.61 ACRES AT 80.47% IMPERVIOUS)
EXISTING: 28,181 C.F. (HALVERSON'S INDUSTRIAL PARK POND FOR UP TO 85% IMPERVIOUS)
PROVIDED: 0 C.F.
TOTAL: 26,181 C.F.

VICINITY MAP



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SHEET 4	OF 5	C-402	GRADING AND EROSION PREVENTION AND SEDIMENT CONTROL PLAN
SHEET 5	OF 5	C-501	TYPICAL DETAILS - CIVIL

COVER SHEET
1200 3RD AVENUE NORTHWEST BUILDING
RESTAD TRUCKING COMPLEX
WEST FARGO, NORTH DAKOTA
COVER SHEET

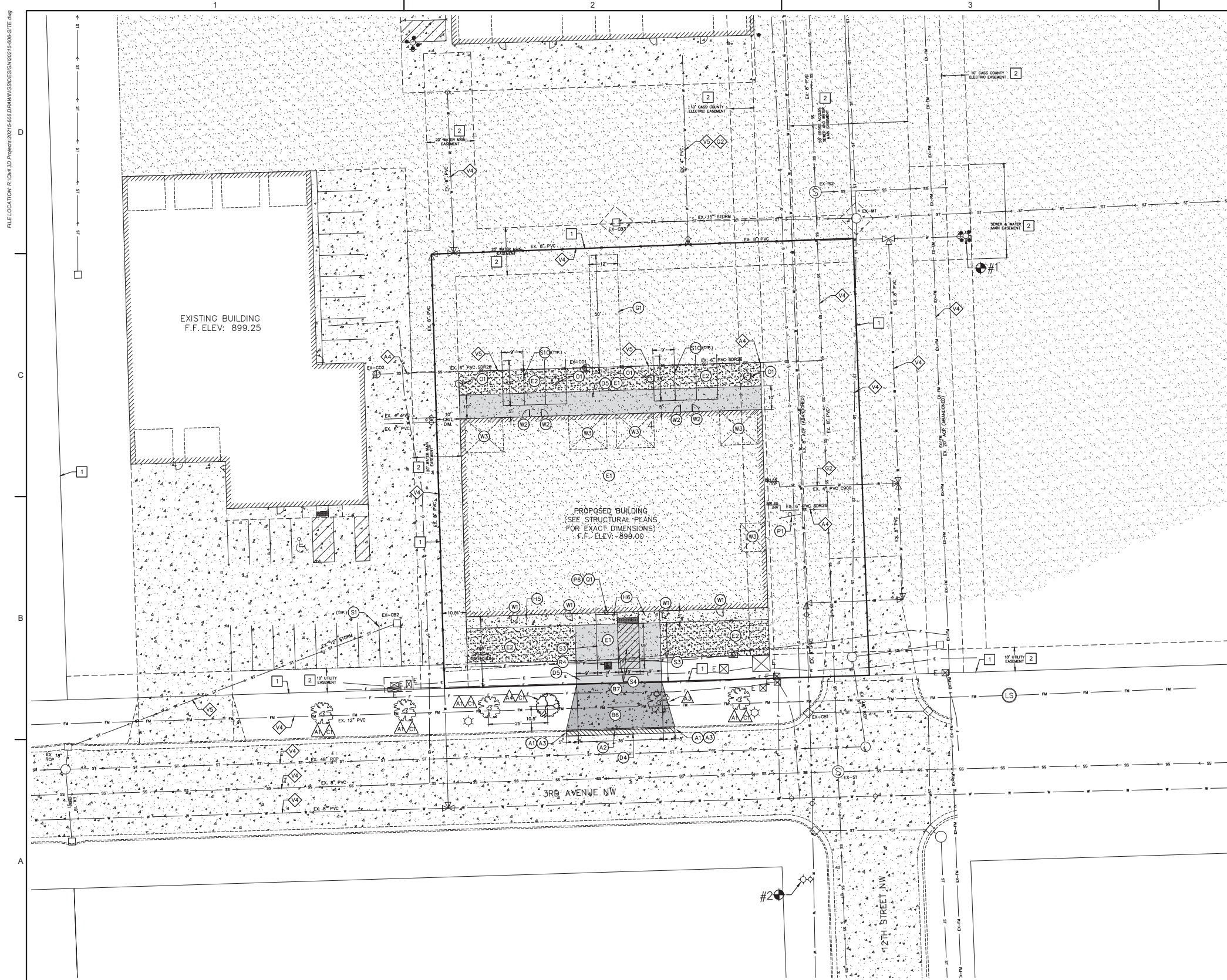
DATE:	04.30.21
REVISED:	----
REVISED:	----
REVISED:	----
REVISED:	----
REVISED:	----
RECORD:	----

PROJECT No.	20215-606
MANAGER:	TDE
DESIGNER:	MJP
DRAFTER:	KAG
REVIEWER:	KJM/c

G-001

SHEET 1 OF 5

FILE:LOCATION_R\DW 3D Projects\2021-600\DRAWINGS\DESIGN\2021-600-SITE.dwg



- GENERAL NOTATIONS**
- 1 PROPERTY LINE.
 - 2 EXISTING EASEMENT.
- UTILITY NOTATIONS - SANITARY SEWER**
- AS EXISTING SANITARY SEWER SERVICE TO REMAIN.
- UTILITY NOTATIONS - WATER MAIN**
- CS EXISTING WATER SERVICE TO REMAIN.
- UTILITY NOTATIONS - GENERAL**
- VA PUBLIC UTILITY.
 - VS PRIVATE UTILITY.
- SITE NOTATIONS - VEHICULAR AREAS**
- A1 VA-1 SAWCUT EXISTING CURB AND GUTTER FULL DEPTH.
 - A2 VA-2 REMOVE EXISTING CURB AND GUTTER. REPLACE WITH MOUNTABLE CURB AND GUTTER.
 - A3 VA-3 CONNECT TO EXISTING CURB AND GUTTER.
 - BB VA-13 CONCRETE DRIVEWAY - 7".
 - B7 VA-14 PLACE EXPANSION JOINT WITH #4 X 12" SMOOTH DOWELS @ 24" SPACING MID-DEPTH THROUGH DRIVEWAY AT PROPERTY LINE.
 - D4 VA-32 CONNECT TO EXISTING CONCRETE PAVEMENT.
 - D5 VA-33 CONCRETE PAVEMENT SECTION - REGULAR.
 - E1 VA-40 REMOVE EXISTING AGGREGATE SURFACE.
 - E2 VA-41 AGGREGATE SURFACED SECTION.
 - G1 OFF-STREET LOADING AREA.
- SITE NOTATIONS - PEDESTRIAN AREAS**
- H5 PA-10 CONCRETE SIDEWALK CURB.
 - H6 PA-11 CONCRETE CURB RAMP.
- SITE NOTATIONS - MISCELLANEOUS**
- O1 REMOVE EXISTING LIGHT STANDARD (BY OTHERS).
- SITE NOTATIONS - SIGNING**
- P1 EXISTING SIGN AND POST TO REMAIN.
 - P6 SH-3 MOUNT SIGN ON BUILDING WALL.
 - Q1 SH-5 SIGN ASSEMBLY - VAN ACCESSIBLE PARKING.
- SITE NOTATIONS - PAVEMENT MARKINGS**
- PM-3 MESSAGE - BLUE (INTERNATIONAL SYMBOL OF ACCESSIBILITY).
 - S1 EXISTING STRIPE TO REMAIN.
 - S3 PM-2 STRIPE - 4" BLUE ADJACENT TO 4" YELLOW.
 - S4 PM-2 STRIPE - 4" BLUE.
 - S16 UNSTRIPED (I.E. ON UNPAVED SURFACE).
- SITE NOTATIONS - GENERAL**
- W1 PEDESTRIAN ENTRANCE - MAIN.
 - W2 PEDESTRIAN ENTRANCE - SECONDARY.
 - W3 VEHICULAR ENTRANCE - OVERHEAD DOOR.
- LANDSCAPE NOTATIONS**
- A1 EXISTING TREE TO REMAIN.
 - LA-2 REMOVE EXISTING TREE AND SAVE FOR RESETTING. TAKE CARE NOT TO DAMAGE TREE ROOTS.
 - LA-2 RESET TREE LOCATION.
 - A1 EXISTING WEST FARGO BOULEVARD TREE.

EXISTING STRUCTURE SCHEDULE

EX-M1 RM: 896.16 N INV: 895.64 S INV: 897.30 E INV: 890.84 W INV: 891.21	EX-S1 RM: 895.17 N INV: 894.80 S INV: 894.90 E INV: 894.90 W INV: 894.90	EX-C01 RM: 898.50 N INV: 889.87 S INV: 889.87 E INV: 889.87 W INV: 889.87
EX-CB1 RM: 894.66 N INV: 890.63 S INV: 897.72 E INV: 893.40	EX-S2 RM: 896.63 N INV: 895.65 S INV: 895.65 E INV: 895.65	EX-C02 RM: 899.02 N INV: 891.65
EX-CB3 RM: 896.70 E INV: 892.91		

BENCHMARK LIST

VERTICAL DATUM: NGVD 29			
HORIZONTAL DATUM: WEST FARGO HORIZONTAL CALIBRATION			
NO.	DESCRIPTION	LOCATION	ELEV.
1	TOP NUT ON HYDRANT	275'± EAST OF EXISTING WEST BUILDING	899.41
2	TOP NUT ON HYDRANT	SW QUAD OF 3RD AVE. NW. & 12TH ST. NW.	898.30

PRELIMINARY

UTILITY, SITE, AND LANDSCAPE PLAN
1200 3RD AVENUE NORTHWEST BUILDING
RESTAD TRUCKING COMPLEX
WEST FARGO, NORTH DAKOTA
UTILITY, SITE, AND LANDSCAPE PLAN

DATE:	04.30.21
REVISED:	----
REVISED:	----
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REVISED:	----
RECORD:	----

PROJECT No. 20215-606

MANAGER: TDE

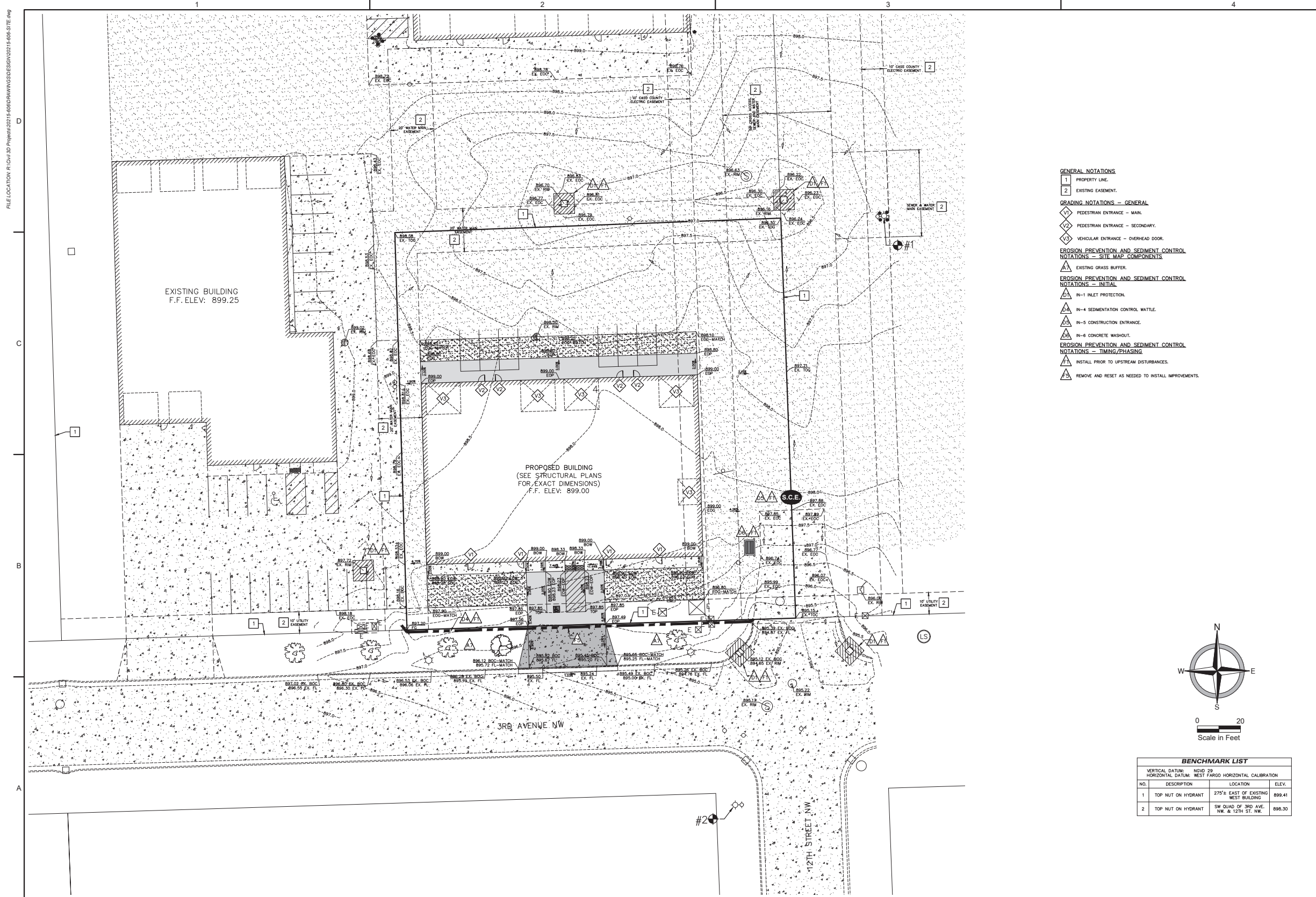
DESIGNER: MJP

DRAFTER: KAG

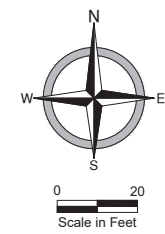
REVIEWER: KJMc

C-401

SHEET 3 OF 5



- GENERAL NOTATIONS**
- 1 PROPERTY LINE.
 - 2 EXISTING EASEMENT.
- GRADING NOTATIONS - GENERAL**
- 1 PEDESTRIAN ENTRANCE - MAIN.
 - 2 PEDESTRIAN ENTRANCE - SECONDARY.
 - 3 VEHICULAR ENTRANCE - OVERHEAD DOOR.
- EROSION PREVENTION AND SEDIMENT CONTROL NOTATIONS - SITE MAP COMPONENTS**
- 1 EXISTING GRASS BUFFER.
- EROSION PREVENTION AND SEDIMENT CONTROL NOTATIONS - INITIAL**
- 1 IN-1 INLET PROTECTION.
 - 2 IN-4 SEDIMENTATION CONTROL WATTLE.
 - 3 IN-5 CONSTRUCTION ENTRANCE.
 - 4 IN-6 CONCRETE WASHOUT.
- EROSION PREVENTION AND SEDIMENT CONTROL NOTATIONS - TIMING/PHASING**
- 1 INSTALL PRIOR TO UPSTREAM DISTURBANCES.
 - 2 REMOVE AND RESET AS NEEDED TO INSTALL IMPROVEMENTS.



BENCHMARK LIST			
VERTICAL DATUM: NAD 29			
HORIZONTAL DATUM: WEST FARGO HORIZONTAL CALIBRATION			
NO.	DESCRIPTION	LOCATION	ELEV.
1	TOP NUT ON HYDRANT	275'± EAST OF EXISTING WEST BUILDING	899.41
2	TOP NUT ON HYDRANT	SW QUAD OF 3RD AVE. NW. & 12TH ST. NW.	898.30

PRELIMINARY

GRADING AND EROSION PREVENTION AND SEDIMENT CONTROL PLAN

1200 3RD AVENUE NORTHWEST BUILDING

RESTAD TRUCKING COMPLEX

WEST FARGO, NORTH DAKOTA

GRADING AND EROSION PREVENTION AND SEDIMENT CONTROL PLAN

DATE:	04.30.21
REVISED:	----
REVISED:	----
REVISED:	----
REVISED:	----
REVISED:	----
RECORD:	----

PROJECT No. 20215-606

MANAGER: TDE

DESIGNER: MJP

DRAFTER: KAG

REVIEWER: KJM

C-402

SHEET 4 OF 5

Page 187 of 215

BUSINESS INCENTIVE AGREEMENT

NORTH DAKOTA DEPARTMENT OF COMMERCE

SFN 59686 (10/2018)

(For office use only) Agreement Number

Grantor Reference Number

The RECIPIENT specified below has been approved to receive a business incentive from the state of North Dakota. Therefore, in fulfillment of the requirements of North Dakota Century Code § 54-60.1-03, the grantor of the business incentive (**GRANTOR**) and the entity to receive the business incentive (**RECIPIENT**) must enter into a **Business Incentive Agreement**. This Business Incentive Agreement provides project data and specifies the goals the RECIPIENT has agreed to meet in order to receive the state business incentive.

Should the value of this incentive be less than \$25,000, and should the RECIPIENT receive no additional incentives to bring the total to \$25,000 or more within twelve months, the reporting requirements outlined in North Dakota Century Code § 54-60.1-05 and in this agreement, will not go into effect.

Grantor

Name of GRANTOR/GRANT ADMINISTRATOR Tina Fisk	On Behalf Of City of West Fargo		
Address 800 4th St E Ste. 1	City West Fargo	State ND	ZIP Code 58078

Recipient

Name of RECIPIENT Business Restad Properties LLC	Also known as		
Mailing Address 1206 3rd Ave NW	City West Fargo	State ND	ZIP Code 58078
Street Address 1206 3rd Ave NW	City West Fargo	State ND	ZIP Code 58078
Location of Project (street address, city, county) 1200 3rd Ave NW, West Fargo, Cass County, ND 58078 (Lot 4, Blk 1, Haversons Industrial 2nd Addition)			
Business Classification of RECIPIENT (3 digit NAICS Code)			
Parent Company of RECIPIENT (if any)			
Street Address	City	State	ZIP Code

Recipient Contact Information

Main Contact Person Nancy Peterson	Email Address live2sail47@yahoo.com
Title Project Manager	Telephone Number 701-238-1211

Location of Recipient PRIOR to receiving this business incentive (if relocating)

Street Address	City	State	ZIP Code
----------------	------	-------	----------

Business Owners or Shareholders

List the names and addresses of all individuals or shareholders owning twenty percent (20%) or more of this business.

Owner or Shareholder	Mailing Address	City	State	ZIP Code
Ryan Restad	1206 3rd Ave NW #1	West Fargo	ND	58078

Project Information

Benefit Date 07/01/22		Incentive Value \$1,066,558
Project Description 10,000+ square foot cold storage warehouse located in developing industrial area. Anticipated building value after project is \$1.2 million		
Incentive Description 5-year property tax incentive via State of ND Renaissance Zone Program		
Is this incentive tax increment financing? ☐ Yes ☒ No	If yes, describe the type of district	Business Investment Value

Incentive Type (check one only)

- | | |
|---|--|
| ☐ Contribution of property or infrastructure | ☐ Preferential use of government facility |
| ☐ Direct cash transfer, loan, or equity investment | ☐ Guarantee of payment under loan, lease, or other obligation |
| ☒ Reduction or deferral of tax or fee | ☐ Interest buy-down |

Public Purpose (check one only)

- | | |
|---|--|
| ☐ Assisting community Development | ☒ Indirectly creating employment opportunities through increased economic activity |
| ☐ Increasing tax base | ☐ Job retention (only in cases where job loss is specific and demonstrable) |
| ☐ Directly creating employment opportunities | |

Current Employment, Wages, Benefits and Compensation

Is this a new business or a business with no full-time employees? ☒ Yes ☐ No			
If yes, please enter 0 for the current number of jobs, average hourly wage, and average hourly benefits below. If no, please enter the current number of jobs, average hourly wage, and average hourly benefits below.			
Current number of Full Time Equivalent Employees (FTE's) ¹ 0.0	Average Hourly Wage ² 0.00	Average Hourly Benefits ³ 0.00	Average Hourly Compensation (Wage plus Benefits) ⁴ 0.00
☐ Seasonal, explain:			

Goal Information

In exchange for the incentive provided by the GRANTOR, the RECIPIENT agrees to, within 2 years (check one only)			
☒ Create Jobs ☐ Retain Jobs ☐ Neither create nor retain jobs ⁵			
Current number of Full Time Equivalent Employees (FTE's) ¹ 2.0	Average Hourly Wage ² 17.50	Average Hourly Benefits ³ \$10.00	Average Hourly Compensation (Wage plus Benefits) ⁴ \$27.50

¹ Full time equivalent employees (FTE's) work 32 hours per week or greater. The exception is when a single position is filled by two people. In this instance each person needs to work 20 hours per week or greater to be considered an FTE. Please round job numbers to the nearest 0.5 FTE.

² Wage includes wages, salary, bonuses and commissions.

³ Benefits include health, disability, life and retirement benefits or insurance premiums paid by the employer; an employee's share of payroll taxes paid by the employer; and other fringe benefits such as housing allowance and transportation expense.

⁴ Wage plus benefits.

⁵ If 'Neither create nor retain jobs' is checked, please enter '0' for number of jobs, wage and benefits goals. All RECIPIENTS must file recipient reports as described on page 3 of this document, including those with no job, wage or benefits goals.

In addition to meeting the goals outlined in this document, the RECIPIENT agrees to the following terms as specified by N D C C §54-60.1:

1. The RECIPIENT shall continue operation in the jurisdiction in which the business incentive is used for five years or more after the benefit date.
2. RECIPIENT reports requesting current job, wage and benefit information will be mailed to the RECIPIENT by the GRANTOR. The RECIPIENT shall complete, sign and return this annual recipient report to the GRANTOR within 60 days of the annual anniversary of the benefit date for a period of two years or until the goals specified in the Business Incentive Agreement have been met, whichever is later.

If the recipient report is not received within those 60 days, the GRANTOR shall mail the RECIPIENT a warning letter. The RECIPIENT then has 14 days from the postmarked date of that warning letter to file a report. If the recipient report is still not received, the RECIPIENT may be charged one hundred dollars (\$100) from the GRANTOR for each subsequent day until the report is received. The maximum penalty under this section may not exceed one thousand dollars (\$1,000).

3. If, after 2 years, the job and compensation goals listed in the Business Incentive Agreement are not met, the RECIPIENT shall continue to provide recipient reports to the grantor until the incentive is repaid to the grantor. At a minimum, a recipient that fails to meet business incentive agreement goals shall pay back the value of the incentive to the GRANTOR prorated to reflect any partial fulfillment of the job and compensation goals. There is an exception to this financial obligation for any unmet goals that result from an act of God or terrorism.
4. The Business Incentive Agreement shall only be modified or extended by the GRANTOR pursuant to N.D.C.C. §54-60.1-04.
5. If the terms of the Business Incentive Agreement are not met, RECIPIENT, including all individuals or shareholders owning twenty percent (20%) or more of the business, will not be eligible to receive a business incentive from any GRANTOR for a period of five years from the date of failure or until RECIPIENT satisfies its repayment obligation.

By signing this document, RECIPIENT agrees to the terms noted herein, verifies that it has not failed to meet the terms of any business incentive agreement in the last five years and confirms that it has disclosed, in Attachment "A" of this agreement, all additional financial assistance received from state or political subdivision GRANTORS for this project.

GRANTOR

Title City Administrator	Authorized Signature	Date
-----------------------------	----------------------	------

RECIPIENT

Title owner	Authorized Signature 	Date 5/24/22
----------------	---	-----------------

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ATTACHMENT "A"

RECIPIENT verifies it has received additional financial assistance from state or political subdivision GRANTORS from the following entities for this project since its inception. A listing of incentives from past projects (i.e. past expansions) is not required.

GRANTOR		On Behalf Of
Benefit/Pending Benefit Date	Value of Assistance	Type of Incentive
Description of Assistance		

GRANTOR		On Behalf Of
Benefit/Pending Benefit Date	Value of Assistance	Type of Incentive
Description of Assistance		

GRANTOR		On Behalf Of
Benefit/Pending Benefit Date	Value of Assistance	Type of Incentive
Description of Assistance		

GRANTOR		On Behalf Of
Benefit/Pending Benefit Date	Value of Assistance	Type of Incentive
Description of Assistance		

GRANTOR		On Behalf Of
Benefit/Pending Benefit Date	Value of Assistance	Type of Incentive
Description of Assistance		

May 24, 2022

Malachi Petersen
City of West Fargo
800 Fourth Ave E, Suite 1
West Fargo, ND 58078

Dear Malachi,

The projected state income tax benefit of the Renaissance Zone income exemption for Restad Properties, LLC is \$350/year for a total of \$1,750 for five years.

Please let me know if additional information is desired.

Sincerely,



Aimee Schwartzwalter, CPA

RESTAD

INDUSTRIAL PARK

r.restad@olrtrans.com

PHONE: 701-367-9487

FAX: 701-277-5037

1206 3rd Ave NW #1 West Fargo, ND 58078

May 31, 2022

City of West Fargo
Economic Development
800 4th Ave. East
West Fargo, ND 58078

To Whom It May Concern:

RE: 1200 3rd Ave NW, West Fargo, North Dakota

Ryan Restad received approval for the Renaissance Zone in 2018 and built two of three buildings right away within the Halverson Industrial 2nd. The business has grown and shows a definite need for the proposed third building. Ryan Restad would like to complete his business goal with building the third building within the plat that the Renaissance Zone was created.

The goals of the Restad Industrial Park, LLC are to continue to hire employees that will grow with the business by paying competitive wages and benefits. Presently he has five full time employees and part time as needed with the first two buildings. The new building he projects starting with two full time employees and adding personnel as time goes on. The goal of hiring more employees will enhance the growth of the business for a positive revenue as well as increase the tax base growth for West Fargo.

Restad has a personal goal of growth with his business in West Fargo as his young family has become part of the community. Appreciate your consideration on the Renaissance Zone request.

Thank you,
Restad Properties



Ryan Restad,
President



"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

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Andrew Wrucke, Assistant City Engineer

Date: June 20, 2022

Subject: Project 2262 - Concrete Pavement Repair

Action: Create Project, Approve Engineer's Report, Authorize purchase of equipment

New Information and Recommendation:

This project is included in the City's Capital Improvement Plan (CIP) and aims to improve pavement conditions and preserve the integrity of collector and arterial roadways. Public Works and Engineering have worked together to identify and evaluate critical locations in need of full-depth repairs. A full-depth repair replaces the entire concrete section and addresses any underlying issues, which varies due to the nature and severity of failures.

This project also includes purchasing "foam jacking" equipment and materials for Public Works to use with ongoing concrete repairs. This will reduce capital costs by minimizing the amount of work done by contractors. A similar strategy has been used with other types of projects in the past, such as lift stations, and has proven to decrease overall costs and maximize efficiencies. Last month, PW staff solicited quotes from three (3) vendors and two of them responded. Based on these quotes, staff is requesting authorization of up to \$110,000 to purchase foam jacking equipment and materials.

The attached Engineer's Report includes construction costs to be bid as well as the foam jacking equipment and materials to be ordered and used by Public Works. If approved, PW will order the equipment and Engineering staff will prepare final plans and specifications for bidding. The following documents are attached for review/consideration:

- Engineer's Report
- (4) Resolutions associated with action items.

Staff Recommendation: Create Project 2262 and Direct Engineer to prepare report; Approve Engineer's Report and Direct Engineer to prepare plans and specification. Authorize staff to purchase foam trailer equipment and materials.

Policy Analysis:

Concrete repair projects of a similar scope were completed in 2020 and 2021. As part of a proactive pavement management philosophy, we anticipate similar projects to continue annually. The Engineering Department will continue to collaborate pavement management projects with Public Works and strive to improve the quality and sustainability of our public streets. Public Works will use the equipment to complete work ahead of contracted services to lower future construction costs

Financial Analysis:

The Engineer's Report shows a total estimated cost of \$764,000 with \$654,000 for construction and \$110,000 for equipment and materials. The 2022 CIP had an estimated total cost of \$1,100,000 for both construction and the equipment/material purchase. Proposed funding is capital improvement sales tax.

Previously Presented Information and Commission Actions:

None

Engineer's Report

(Pursuant to N.D.C.C. 40-22-10)

Project No. 2262 Phase 1

2022 Citywide Concrete Pavement Repair and Foam Trailer Purchase

General Nature (Scope)

The project will complete full depth concrete patching across the entire city. Full depth patching is required on concrete roadways at limited locations where the concrete panels have been damaged. Public Works has helped determine the locations, focusing on critical arterial corridors as much as possible.

Equipment purchase is to support ongoing years of concrete repair projects. Equipment will not be available for 2022 concrete patching project due equipment lead times, but will be utilized in future concrete repair designs.

Purpose

This project will fix a large portion of existing broken concrete panels across the city. This project is necessary because many concrete panels near castings and along major and minor corridors have become damaged or cracked. Similar projects will continue to be completed in future years as new locations of pavement damage are identified by Public Works and Engineering.

Equipment purchase is to support concrete repair projects and reduce capital costs. The purchase will be similar to Project 1309 – Lagoon Decommissioning, where the equipment will supplement future work using Public Works forces and equipment.

Feasibility

This project has had preliminary engineering and design completed by West Fargo Engineering Department. Project will be designed by the Engineering Department and bid using City of West Fargo online bidding this project. This project will be administered using existing Engineering Department resources. Similar projects were completed in 2020 and 2021 using the department's resources.

Equipment will be located at the Public Works department. Public Works staff will be trained on use of equipment and will work with Engineering to determine locations of future work.

Estimate of Probable Cost

Construction		\$ 654,000
Bid Proposal Items	\$ 594,549	
Contingency (~10%)	\$ 59,451	
Equipment and Materials		\$ 110,000
Consultant (Design/Construction)		\$ 0
Legal		\$ 0
Administration		\$ 0
Land Acquisition		\$ 0
Utility Relocation		\$ 0
Bonding/Interest		\$ 0
Total Estimated Cost		\$ 764,000

Source of Funds

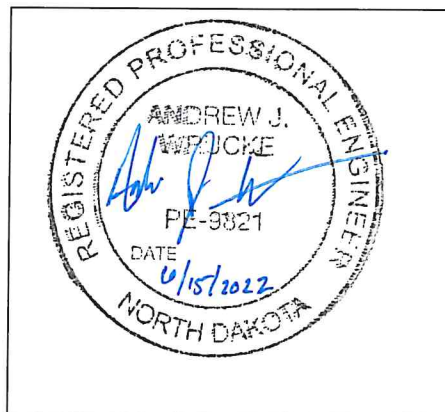
Special Assessments		\$ 0
City Funds		\$ 764,000
Capital Impr. Sales Tax	\$ 764,000	
Water/Sewer Revenue	\$ 0	
Water/Sewer Bond	\$ 0	
Total		\$ 764,000

Supporting Documents (available upon request)

- A. Itemized Estimate of Probable Cost
- B. Quotes for Equipment

The proposed improvements are cost effective and will adhere to city policies as well as applicable state and/or federal regulations.


Andrew Wrucke, P.E.
ND Registration No. PE-9821



Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING PROJECT NO. 2262 – CONCRETE PAVEMENT REPAIR
OF THE CITY OF WEST FARGO, NORTH DAKOTA

WHEREAS, Dustin T. Scott, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to repairing large portions of existing broken concrete pavement panels across the City to be constructed and made in Project No. 2262 – Concrete Pavement Repair of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish a concrete pavement repair project within the said City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Project No. 2262 – Concrete Pavement Repair of the City of West Fargo, North Dakota, and the project location shall be City wide.

Dated: June 20, 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 commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain repairs to existing broken concrete pavement panels across the City of West Fargo in connection with the above specified improvements, be constructed and made in Project No. 2262 – Concrete Pavement Repair of the City of West Fargo, the City hereby directs Dustin T. Scott, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: June 20, 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 commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Project No 2262 – Concrete Pavement Repair.

Dated: June 20, 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 _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER
TO PREPARE PLANS AND SPECIFICATIONS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain repairs to existing broken concrete pavement panels across the City of West Fargo in connection with the abvoce specified improvements, be constructed and made in Project No. 2262 – Concrete Pavement Repair of the City of West Fargo, the City hereby directs Dustin T. Scott, the Engineer for the City of West Fargo and being a competent engineer, to prepare plans and specifications for such work.

Dated: June 20, 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 _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.



City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Wednesday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Kirsten Henagin

Phone Number: *

7015155207

Email Address:

kirsten.henagin@westfargond.gov

Date *

6/16/2022

Topic for Consent or Regular Agenda?

Please select one option:

- ☐ Consent Agenda
☒ Regular Agenda

Please Briefly Describe Your Request *

Kirsten Henagin, Adult Services Manager will provide a presentation of the West Fargo Public Library 2021 Annual Report and Introduce Betty Adams, Library Director.

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

No action necessary

Upload Additional Documentation (Optional):

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (the “Agreement”) is entered into on this ____ day of _____, 2022 (the “Effective Date”), by and between the City of West Fargo, North Dakota, a North Dakota municipal corporation, whose principal address is 800 4th Avenue East, Suite 1, West Fargo, North Dakota 58078 (the “City”), and West Fargo Public Schools, a public school district in West Fargo, North Dakota, whose principal address is 207 Main Avenue West, West Fargo, North Dakota, 58078 (the “District”).

WHEREAS, the District desires to construct improvements at or near the West Fargo Sports Arena which may consist of parking facilities, an ice rink, and other additional features and amenities (the “Project”), as set forth in **Exhibit A** to this Agreement; and

WHEREAS, the District owns the real property upon which the West Fargo Sports Arena sits, depicted on the attached **Exhibit B** to this Agreement (the “Retained Property”); and

WHEREAS, the City, with the cooperation of the District, intends to undertake a Public-Private Partnership (“P3”), whereby the City will partner with a private developer (the “P3 Developer”) for the design and construction of the Project; and

WHEREAS, District owns the land located near and around the West Fargo Sports Arena necessary for construction of the Project (the “Project Property”), as described in **Exhibit C** to this Agreement; and

WHEREAS, District desires to transfer the Project Property, at no cost, to the P3 Developer, in exchange for all right, title and interest in and to the Project; and

WHEREAS, District will continue to own the Retained Property; and

WHEREAS, the City and District agree that it is in the best interest of both parties to work in a cooperative manner to undertake the Project pursuant to the terms and conditions of this Agreement; and

WHEREAS, under N.D.C.C. § 54-40.3-01, the City and District have the authority to enter into joint powers agreements to provide for the cooperative administration of a project, and the parties desire to enter into this Agreement to provide the parties’ duties and obligations regarding the development, design, financing, funding, construction, operation, and maintenance of the Project.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Purpose. This Agreement is made pursuant to N.D.C.C. § 54-40.3-01, which authorizes the joint and cooperative exercise of power common to the contracting parties. The purpose of this Agreement is to increase efficiencies with respect to the Project, and to

facilitate the development and construction of the Project in the City in compliance with rules and regulations of the State of North Dakota.

2. Definitions. All capitalized and bolded terms used and not otherwise defined herein shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

“Agreement” or “Joint Powers Agreement” means this Joint Powers Agreement by and between the City of West Fargo and West Fargo Public Schools.

“Best Efforts” means that the City and District will act in Good Faith and use reasonable due diligence to undertake all action contemplated in this Agreement, in accordance with applicable federal and state laws, regulations, and rules; however, the obligation to use Best Efforts does not mean a duty to take action that would be in violation of applicable federal or state law.

“City Administrator” means the City Administrator for the City of West Fargo.

“City” or “City of West Fargo” means the City of West Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota.

“District” means West Fargo Public Schools, a public school district in West Fargo, North Dakota.

“Effective Date” means _____, 2022.

“Event of Default” means an event that allows the non-defaulting party the right to terminate the Agreement.

“Good Faith” means observance of reasonable commercial standards of fair dealing in a given trade of business.

“N.D.C.C.” means the North Dakota Century Code.

“Original Term” means the initial ten (10) year term of this Agreement, beginning on the Effective Date and ending ten (10) years after the Effective Date.

“P3” means public-private partnership.

“P3 Developer” means the developer that will partner with City for the finance, design, construction, operation, and maintenance of the Project.

“President” means the President of the District.

“Project” means the improvements to the West Fargo Sports Arena constructed by the P3 Developer.

“Project Agreement” means a public-private partnership agreement authorized by Chapter 48.02.1 of the North Dakota Century Code, by and between the City, and a P3 Developer to design, construct, operate, and maintain the Project.

“Project Property” means the land located near and around the West Fargo Sports Arena necessary for construction of the Project.

“Retained Property” means the land on which the West Fargo Sports Arena is located.
“West Fargo Sports Arena” means the two-rink ice facility owned by the District.

3. Not a Separate Political Subdivision. This Agreement **does not** create a separate legal entity or political subdivision of the State of North Dakota.
4. Original Term. The term of this Agreement is for ten (10) years beginning on the Effective Date of this Agreement and ending ten (10) years after the Effective Date of this Agreement (the “Original Term”), unless the Project Agreement with P3 Developer is terminated earlier. The term of this Agreement may be extended beyond the Original Term by mutual written agreement of the City and District.
5. Termination. The parties by written mutual agreement may terminate this Agreement at any time or extend this Agreement for additional terms. Upon termination of this Agreement, the Committee may exist for such period, no longer than six (6) months, as is necessary to wind up its affairs, but for no other purpose.
6. Process. The City intends to undertake a P3 for the design and construction of the Project. The exact location and size of the site for the Project will be determined by mutual agreement of the City and the P3 Developer in a separate written Project Agreement, but somewhere within the area set out in **Exhibit C** to this Agreement. The City will issue a Request for Proposals (“RFP”), to seek competitive proposals for a P3 for the design and construction of the Project. Upon submission, the City, in conjunction with the District, and the Committee, shall conduct a review of the proposals. The City, in coordination with the District, shall select the successful P3 Developer. Following selection, the successful P3 Developer will execute a Project Agreement with the City outlining the obligations of the parties, described more fully in Section 13 of this Agreement
7. Joint Powers Committee. The parties shall establish a joint powers committee (the “Committee”) to advise the parties with respect to creation of design standards, review of the Project Agreement, or to perform any other prescribed task. The Committee shall consist of three (3) members recommended by the West Fargo City Commission appointed by the West Fargo City Commission, and three (3) members recommended by the District and appointed by the District. The 3 members selected by the West Fargo City Commission and the 3 members selected by the District shall mutually recommend and appoint one (1) additional Committee member to serve as President of the Committee. The President shall preside at all meetings of the Committee and shall serve as a non-voting member of the Committee. In the event of a deadlock among the

Committee members, the President shall cast the deciding vote. A “deadlock” occurs if the Committee members fail to give their consent or approval to a matter requiring the consent or approval of the Committee. The parties shall appoint members to the Committee no later than thirty (30) days of the Effective Date of this Agreement. There are no set terms of members appointed to the Committee. The members shall serve at the discretion of the Governing Body of their respective organization from which they were appointed. The President shall serve at the discretion of the Committee and may be removed by simple majority vote of the Committee. If the President is removed by the Committee, the Committee shall select a new President in accordance with the procedure set forth above.

8. Joint Powers Committee Meetings. An organizational meeting shall be held within thirty (30) days of the Effective Date of this Agreement and shall be called at a time and place to be determined by the City and District. The City and District shall ensure that proper notice of this meeting is given. Thereafter, the Committee shall meet at a predetermined time each and every month that this Agreement is in effect, and a schedule of regular meetings, which may include multiple regular meetings each month, shall be adopted at the organizational meeting. The Committee may establish alternative times and dates for regular monthly meetings.
9. Open Meetings Laws. All meetings of the Committee shall be held in compliance with North Dakota Open Meetings Law.
10. Open Records Laws. The Committee shall comply with the North Dakota Open Records Law in regard to all data collected, created, received, maintained, or disseminated.
11. Transfer of Project Property. Pursuant to the Project Agreement, District owns the Project Property and acknowledges, agrees, and covenants that it shall grant and convey the Project Property to the P3 Developer, for the benefit of the Project, pursuant to this Agreement, in exchange for construction and installation of the Project. District acknowledges, agrees, and covenants that it shall not take any action with respect to the Project Property which would undermine the financing, design, construction, operation and maintenance of the Project Property prior to granting and conveying it to the P3 Developer. District’s conveyance of the Project Property to the P3 Developer shall represent its full and complete share of the cost of the Project. The City and District agree and acknowledge that pursuant to the Project Agreement, the City may own portions of the Project Property. The ownership of such site and the facilities constructed as part of the Project must be approved by the City and District and must be in compliance with rules and regulations of the State of North Dakota.
12. Lease of the Project. In consideration of the transfer of the Project Property to the P3 Developer, the City, the District, and the Committee agree that, upon the completion of the Project, the District shall have the exclusive right to enter into a ground lease with the P3 Developer, whereby the P3 Developer will lease the Project Property to the District. Such ground lease will comply with North Dakota law, including without

limitation, N.D.C.C. § 48-02.1-06. The parties to this Agreement acknowledge that the District shall, at all times, retain all right, title and interest in and to any and all improvements, easements, and rights of access constructed upon, in, or under the Project Property.

13. Project Agreement. After the execution of this Agreement, all contracts relating to the finance, design, construction, operation and maintenance of the Project shall be in the name of the City. District pursuant to this Agreement hereby authorizes the City to issue an RFP to seek competitive proposals for a public-private partnership, advertise or otherwise solicit for professional services for the design and any facilities proposed to be constructed as part of the Project and to advertise for bids for such construction. Such proposals, solicitations and advertisements must, at a minimum, follow the State of North Dakota requirements applicable to the City for such proposals, solicitations and advertisements. The City, in coordination with the District, and the Committee, shall conduct a review of all proposals, solicitations, and bids received. The City, in coordination with the District, shall select the successful P3 Developer. The Committee shall be tasked with reviewing and approving a Project Agreement with the successful P3 Developer, including without limitation, the finance, design, construction, operation and maintenance of the Project. The Committee hereby authorizes the City to execute the Committee-approved Project Agreement with the P3 Developer on behalf of the Committee. Any amendments, addenda, schedules, or exhibits to the Project Agreement shall be subject to the Committee's review and approval. The Committee hereby authorizes the City to execute any such Committee-approved amendments, addenda, schedules, or exhibits to the Project Agreement on behalf of the Committee.
14. P3 Developer Responsible for Marketing, Operation, and Maintenance of Project. The parties hereby acknowledge and agree that the P3 Developer or a third-party shall be responsible for marketing, operation, and maintenance of the Project, subject to recommendation and oversight by the Committee, the City, and District.
15. Responsibility for Project Costs. Except as otherwise specified in the Project Agreement authorized by Section 13 of this Agreement, the City shall be responsible for all reasonable costs incurred in conjunction with the Project, including, but not limited to, planning, engineering, design, development, construction, clean-up, repair, and land acquisition. The City may be reimbursed for all reasonable costs incurred in conjunction with the Project.
16. No Impairment of Obligations and/or Project Agreement. In the event a party's rights are suspended or terminated pursuant to Sections 5 or 17 of this Agreement such action shall not impair, revoke, repeal, or amend that party's obligations pursuant to this Agreement and/or obligations the party may have under the Project Agreement.
17. Project Property Ownership Upon Termination of this Agreement. In the event that this Agreement is terminated pursuant to Section 5, any improvements constructed on the Project Property shall be conveyed, transferred and assigned to the P3 Developer. All right, title and interest in and to the Project Property shall revert to the District.

18. Insurance and Liability. To the fullest extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purpose of liability. The parties shall maintain liability coverage with the North Dakota Insurance Reserve Fund with a minimum limit equal to the maximum liability in N.D.C.C. § 32-12.1-03, as amended from time to time.
- (a) Minimum Limits. Each policy shall have at least equal to the maximum liability limits in N.D.C.C. § 32-12.1-03, as amended from time to time.
 - (b) Types of Coverage. The commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and advertising industry, and contractually assumed liability.
 - (c) Additional Covered Parties. Each party, and each parties officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Project activities or operations.
 - (d) Additional Policies Authorized. The parties may, in their discretion, procure coverage for the P3 Developer, its subcontractors, financiers, successors or assigns, pursuant to the terms and conditions of the Project Agreement, or other parties as needed and deemed necessary.
 - (e) Workers’ Compensation Coverage. The parties shall maintain workers’ compensation coverage of its employees. Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers’ compensation insurance or self-insurance coverage, covering its own personnel if they participate in or assist in operations or activities. Each party waives the right to, and agrees that it will not, bring any claim or suit against the other party for any workers’ compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Project operations or activities, even if the injuries were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.

For the purposes of liability, the employees and officers of the City performing work under this Agreement are deemed to be employees of the City. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in the North Dakota Century Code applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.

19. Default. Upon the occurrence of any non-performance of any party’s obligations under this Agreement which has not been cured within thirty (30) days after notice to the breaching party, a non-breaching party may take any one or more of the following

remedial steps: (a) terminate this Agreement; (b) suspend the non-breaching party's performance under this Agreement until it receives assurances from the breaching party satisfactory to the non-breaching party that the breaching party will cure such Event of Default and perform its obligations under this Agreement; (c) commence legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement or obligation of the breaching party.

20. Dispute Resolution.

(a) Intent and Procedure. The parties shall cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used.

(b) Mediation. If there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute for a sixty (60) day period following the occurrence of a dispute. Any party to the dispute may name a mediator to assist the parties in resolving such dispute. If one of the parties objects to the proposed mediator, that party shall select a second mediator within ten (10) days of lodging such objection. The party selecting the second mediator shall be responsible for the costs and fees of the second mediator. The two mediators selected shall mutually select a third mediator, who shall serve as mediator. The selection of the third mediator shall be binding on the parties. The parties shall share equally in the fees and expenses of the third mediator so selected. Notwithstanding the foregoing, each party shall be individually responsible for their own attorneys' fees incurred in connection with mediation.

(c) Litigation if Dispute Not Resolved. If the dispute is not resolved within forty-five (45) days after the end of mediation proceedings, the parties may litigate the matter.

21. Waiver of Jury Trial/Venue/Selection. THE CITY AND DISTRICT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR IN ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CITY AND DISTRICT ENTERING INTO THIS AGREEMENT. THE PARTIES STIPULATE AND AGREE THAT THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA, SHALL BE THE SOLE AND EXCLUSIVE VENUE FOR ANY LAWSUIT PERTAINING

TO THIS AGREEMENT AND CONSENT TO THE PERSONAL JURISDICTION IN SAID COURT IN THE EVENT OF ANY SUCH LAWSUIT.

22. Entire Agreement. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
23. Supplemental Agreements. The parties may enter into supplemental and/or additional agreement(s) that may be necessary for fulfilling the purpose and objectives of the parties.
24. Amendment. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
25. Severability. 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 will not affect the validity of the remainder of this Agreement.
26. Force Majeure. No party will be liable to any other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party claiming the delay must undertake reasonable action to notify the other party of the same.
27. Notice. All notices, certificates or other communications required under this Agreement 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 the City: City of West Fargo
 Attn: City Administrator
 800 4th Avenue East
 West Fargo, North Dakota 58078

If to District: West Fargo Public Schools
Attn: President
207 Main Avenue West
West Fargo, North Dakota 58078

With a copy (which shall not constitute notice) to:

Nilles Law Firm
Attn: Bill Harrie and Thad Swanson
P.O. Box 2626
Fargo, North Dakota 58108

28. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
29. Governing Law. This Agreement will be controlled by the laws of the State of North Dakota.
30. Rules of Construction. The parties acknowledge they have had the opportunity to review this Agreement, and that they have an equal bargaining position in the transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
31. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representation or statements made by any other parties.
32. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
33. Counterparts. This Agreement may be executed in counterparts, meaning that the Agreement is valid if signed by all parties even if the parties appear on separate copies of the same Agreement rather than on a single document.
34. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY:

City of West Fargo, North Dakota

Bernie Dardis, President of the Board of
City Commissioners

ATTEST:

Tina Fisk, City Administrator

DRAFT

DISTRICT:

West Fargo Public Schools

Jim Jonas, President

ATTEST:

Alicia Severson, Secretary

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Exhibit A – Map of Site

[Reserved For Future Use]

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Exhibit B – Retained Property

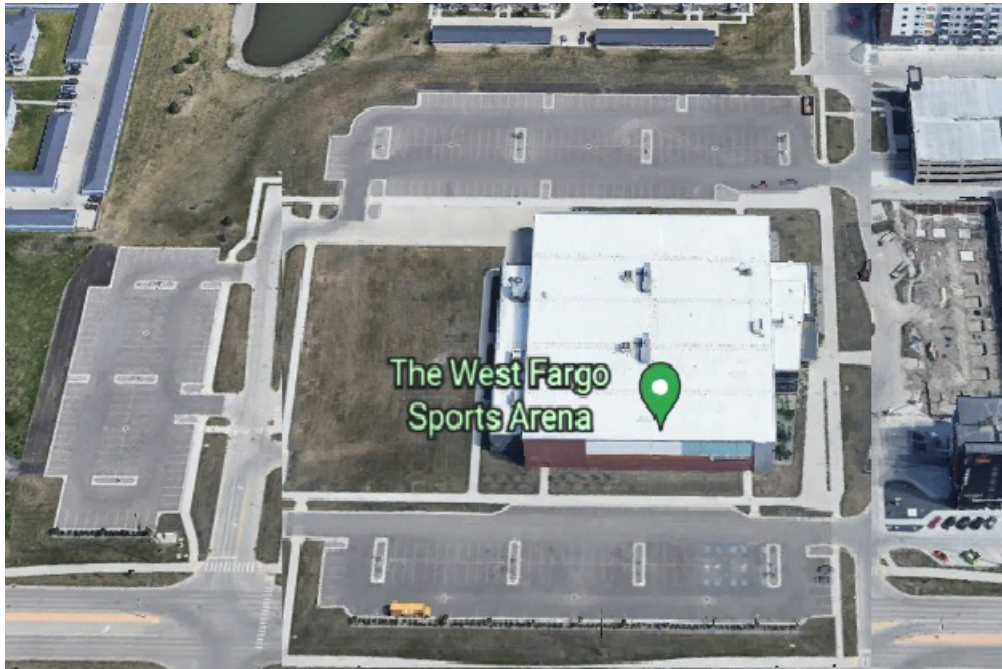


Exhibit C – Project Property

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