

FARGO CITY COMMISSION AGENDA
Monday, March 22, 2010 - 5:00 P.M.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON TV FARGO 12 (Channel 12). They are rebroadcast each Monday at 5:00 p.m., Thursday at 7:00 p.m. and Saturday at 8:00 a.m.; and are also included in our video archive at www.cityoffargo.com/commission

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Special Meeting, March 1, 2010; Regular Meeting, March 8, 2010; Special Meeting, March 13, 2010).

* * * Consent Agenda - Approve the Following * * *

- a. Summons and Complaint in the matter of David Lundeen and Jane Lundeen v. the City of Fargo.
- b. Memorandum of Understanding with Oakport Township to allow the placement of communication equipment to a water site.
- c. Adopt Resolution setting permit and impound fees for dogs and cats.
- d. Contract amendment with the North Dakota Department of Health for the Women's Way Program (CFDA #93.919).
- e. Request from the Multiple Sclerosis Society to hang banners in the Skyway from April 1st to April 19th to promote the MS Walk.
- f. Applications for property tax exemptions for improvements made to buildings:
 - (1) Johnson Block 1900 LLC, 216 Broadway (3 year).
 - (2) Carl Knudson, 1225 University Drive South (3 year).
 - (3) William and Raquel Ibach, 1311 Elm Street North (5 year).
- g. Applications for Games of Chance:
 - (1) El Zagal Shrine Center Arab Patrol for a raffle on 5/13/10.
 - (2) YWCA Cass Clay for a raffle on 4/12/10.
 - (3) Fargo Babe Ruth League, Inc. for a calendar raffle from 5/9/10 to 6/20/10.
- h. Memorandum Agreement with the Airport Authority for a borrow site for the 2010 flood event.
- i. Bid award for Project No. 5919-01.
- j. Bills.
- k. Bid award for Improvement District No. 5912.
- l. Contract and bond for Improvement District No. 5700.

- 1 Recommendation from the Metro Flood Study Work Group for a Locally Preferred Plan for the diversion project.
2. Public Hearings - 5:15 p.m.:
 - a. CONTINUE to 4/19/10 – This was the date and time scheduled for a hearing on a petition for rezoning parcels of land in Island Park Addition (370-390 6th Ave. S.).
 - b. Application filed by MBA Development Company d/b/a The Nail Bar for a Class “GH” Alcoholic Beverage License at 505 North Broadway.
 - c. Application filed by Spicy Pie, LLC d/b/a Spicy Pie for a Class “F” Alcoholic Beverage License at 322 Broadway.
 - d. Brandt Crossing First Addition; approval recommended by the Planning Commission on 1/13/10 (4802, 4902 and 5402 32nd Ave. S.):
 - (1) Petition requesting a zoning change from LC, Limited Commercial and MR-3, Multi-Dwelling to SR-4, Single-Dwelling on Blocks 6 through 10 and SR-2, Single-Dwelling on Blocks 11 through 14 (except Lots 28, 29 and 30, Block 14) and P/I, Public and Institutional on Lot 2, Block 3 and Lot 28, Block 14.
 - (2) 1st reading of rezoning Ordinance.
 - (3) Plat of Brandt Crossing First Addition.
 - e. Appeal by the Christian Sports Commission of the February 10, 2010 Planning Commission decision to deny their request for a Conditional Use Permit to allow a Group Living Facility intended to accommodate the housing needs of up to 12 individuals paroled or on probation, including sex offenders, as a permitted use on part of Lot 9, Block 16, Reeves Addition (106 16th Street North).
3. Recommendation to reappoint Virginia Clark to the Airport Authority.
4. Set the time for the Board of Equalization meeting to be held on Tuesday, April 13, 2010.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 241-1310 or TDD 241-8258. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo Web site at www.cityoffargo.com/commission

9

IN DISTRICT COURT, COUNTY OF CASS, STATE OF NORTH DAKOTA

David Lundeen and Jane Lundeen,)
)
 Plaintiffs,)
)
 v.)
)
 City of Fargo,)
)
 Defendant.)

Civil no.: _____

ADMISSION OF SERVICE

Defendant, City of Fargo, hereby admits service of the Summons, Complaint and Plaintiffs' Interrogatories to Defendant this 9th day of March, 2010.

CITY OF FARGO

By: 
 Its: City Attorney

IN DISTRICT COURT, COUNTY OF CASS, STATE NORTH DAKOTA

David Lundeen and Jane Lundeen,)
)
 Plaintiffs,)
)
 v.)
)
 City of Fargo,)
)
 Defendant.)

Civil no.: _____

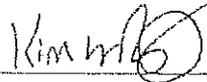
SUMMONS

THE STATE OF NORTH DAKOTA TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to appear and defend against the Complaint in this action, which is herewith served upon you, by serving upon the undersigned an answer or other proper response within twenty (20) days after the service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint

Dated this 5 day of March, 2010

COPY



 Kim E. Brust (ND #03556)
 CONMY FESTE LTD.
 406 Main Avenue, Suite 200
 Fargo, ND 58103
 (701) 293-9911
 ATTORNEYS FOR PLAINTIFF

IN DISTRICT COURT, COUNTY OF CASS, STATE NORTH DAKOTA

David Lundeen and Jane Lundeen,)
)
 Plaintiffs,) Civil no.: _____
)
 v.)
) **COMPLAINT**
) (Trial by Jury of Six (6) demanded)
 City of Fargo,)
)
 Defendant.)

Plaintiffs, David Lundeen and Jane Lundeen, for their statement of claims against the defendant, City of Fargo, allege:

1. Prior to and on August 30, 2007, defendant, City of Fargo, owned and maintained public streets throughout the City of Fargo, including 23rd Street North near Main Avenue
2. At all material times, defendant, City of Fargo had a duty to maintain its public streets, including the curbs and gutters, in a reasonable safe condition, considering the likelihood of injury to another, seriousness of injury, and the burden of avoiding the risk.
3. On August 30, 2007, plaintiff, David Lundeen ("David"), was injured as a result of a dangerous and unsafe drain sewer located on 23rd Street North at the intersection of Main Avenue in Fargo, North Dakota
4. Defendant, City of Fargo, was negligent in failing to maintain its street and gutters in a reasonably safe condition and knew, or in the exercise of reasonable care, should have known, that the drain sewer where David was injured was not fully covered and presented an unreasonable danger to pedestrians.
5. As a direct and proximate result of the negligence of defendant, City of Fargo, David suffered the following injuries:

- a. Numerous, severe, permanent and disabling injuries to his person, including his left shoulder, which have caused him much pain, suffering, mental anguish and loss of his ability to enjoy life, all of which he shall continue to experience in the future;
- b. Lost wages together with a permanent and serious impairment of his earning capacity in the future; and
- c. Expenses for the treatment of his injuries, for doctor bills, specialists, therapy treatment, x-rays, and all other medical expenses having a reasonable value, in an amount not yet ascertained, and the necessity for which shall continue in the future.

6. As a direct result of the negligence of defendant, City of Fargo, David has found it impossible to perform his normal duties as a husband and to afford his wife, plaintiff, Jane Lundeen ("Jane") the society and companionship afforded her before his injuries. Such injuries have deprived Jane of the consortium, normal aid, society and companionship previously afforded her by David and have caused her mental anguish and loss of enjoyment of life, all of which shall continue in the future

WHEREFORE, Plaintiffs demand judgment against Defendant in a reasonable sum, but not less than \$50,000, prejudgment interest, their costs and disbursements incurred herein, and such further and other relief as the court deems just and equitable

Dated this 5 day of March, 2010.



Kim E. Brust
For CONMY FESTE LTD.
406 Main Avenue
PO Box 2686
Fargo, ND 58108-2686
Telephone: (701) 293-9911
North Dakota ID: 03556
ATTORNEYS FOR PLAINTIFFS

IN DISTRICT COURT, COUNTY OF CASS, STATE NORTH DAKOTA

David Lundeen and Jane Lundeen,)
)
 Plaintiffs,)
)
 v.)
)
 City of Fargo,)
)
 Defendant.)

Civil no.: _____

PLAINTIFFS' INTERROGATORIES
TO DEFENDANT

COPY

TO: DEFENDANT, CITY OF FARGO, AND ITS ATTORNEY OF RECORD

PLEASE TAKE NOTICE that pursuant to North Dakota Rules of Civil Procedure plaintiffs, David Lundeen and Jane Lundeen require defendant, City of Fargo, to answer the following interrogatories separately and fully in writing under oath within forty-five (45) days after service hereof. Please note that the within interrogatories are regarded as continuing and obligate the answering party to further answer such interrogatories in the event information is obtained in the future relative to these interrogatories. Please further note that the within interrogatories should be answered by the party to whom they are directed rather than by that party's attorney and that they bind the answering party to provide any and all information possessed relative to the interrogatories herein propounded

DEFINITIONS

Unless conclusively negated by the context of the interrogatory, the following definitions are to be considered applicable to all interrogatories contained herein

- A. "You" or "your" means or refers to The City of Fargo;
- B. "Document" means any written, printed, typed or other graphic matter of any kind or nature and all mechanical and electronic sound recordings or descriptions in your possession

and/or control. It shall also mean all copies of documents as herein defined by whatever means made.

C. "Identify" or "identity" when used in reference to an individual person or persons means to state for each: (1) his or her full name; (2) his or her present or last known business affiliation; and (3) his or her present business and residential address. "Identify" or "identity" when used in reference to a document or documents means to state for each: (1) a description of the type of document (e.g., letter, memorandum, print-out, report, newspaper, etc.); (2) the date, if any, on the document; (3) the author; (4) the addressee; (5) its present location; (6) the identity of the person or persons having present custody or control over it; and (7) a summary of its contents. If any such document was, but no longer is, in your possession, custody or subject to your control, state what disposition was made of it. "Identify" or "identity" when used in reference to an oral communication or other event means to state: (1) its substance; (2) the time and date of its occurrence; (3) the place of its occurrence and, if different (as with a telephone communication), the place it was received; (4) for a communication, the identity of each originator and recipient; for an event, the identity of each participant; and (5) the identity of all persons present when the communication or event occurred.

D. "Person" or "persons" means any individual, firm, partnership, association, corporation or other legal or commercial entity.

E. "Communication" means all modes of conveying meaning or information, such as but not limited to, telephone, telegraph and written or spoken language between two or more persons.

F. "Date" means the exact day, month and year, if ascertainable. If not, the closest

approximation that can be made thereto through reference to other events, locations or matters.

Interrogatory No. 1: Identify each and every person who participated in the preparation of answers to these interrogatories.

Interrogatory No. 2: Identify any and all admissions or declarations against interest which you claim were made relative to the issues present in this lawsuit.

Interrogatory No. 3: State the names and current addresses of any person or persons known to you, your agents, employees or attorneys who witnessed the accident or who were in its vicinity before, at the time of, or just after its occurrence.

Interrogatory No. 4: Identify all persons not otherwise identified in your answers to these interrogatories who have knowledge of any information relevant to this action, and for each such person, provide a brief description of his or her relevant knowledge.

Interrogatory No. 5: Have any persons made any statements, written, oral or otherwise while being interviewed or questioned by you, your attorneys, your insurance carrier, its agents, employees or adjusters, for and on your behalf, in connection with the accident concerned in this lawsuit? If so, for each such person indicate as follows:

- a. Name and address of the person interviewed or making the statement;
- b. Date of the interview or statement;
- c. Place of the interview or statement;
- d. Whether the statement was written, oral or otherwise;
- e. If written, whether the statement was signed or unsigned;
- f. The name and address of the person taking the statement or interview;
- g. The relationship of the person taking the statement to you, that is, whether an agent, employee or adjuster of your insurance company or otherwise.

If so, specify the relationship in detail;

- h. The name and address of the person presently having custody and control of such statement;
- i. The substance of the statement or interview

Interrogatory No. 6: You are required as part of this interrogatory to attach a copy of such statements to your answers to these interrogatories.

Interrogatory No. 7: State whether or not the defendant has conducted any type of surveillance on the plaintiffs in this action. If so, for each surveillance activity and/or technique, set forth the following:

- a. The person conducting the surveillance;
- b. The method of surveillance;
- c. Identify all tangible evidence obtained as a result of said surveillance;
- d. Identify the custodian of all documents or tangible items of any kind, the subject matter of which is in whole or in part, a result of said surveillance; and
- e. Give a brief description of the activities which were the subject of said surveillance, including the dates, times and locations therefore.

Interrogatory No. 8: If you have prepared a written accident report following this accident, identify each such report. If you will do so without a motion to produce, attach a copy of each such report to your answers to these interrogatories.

Interrogatory No. 9: Do you have knowledge of any examination, inspection, test, experiment or other study made by any person as an expert for the purpose of arriving at a conclusion or forming an opinion on any question involved or thought to be involved in connection with the subject matter of this lawsuit, regardless of whether such conclusion was or is to be given in preparation for the trial of this case or for other purposes in connection

therewith? If so, for each such occurrence, state:

- a. The identity of the person or persons making the examination, inspection, test, experiment or other study;
- b. The identity of the examination, inspection, test, experiment or other study;
- c. Describe the conclusions or opinions reached thereby, and provide a summary of the grounds for each such conclusion or opinion; and
- d. The date or dates when the examination, inspection, test, experiment or other study was made.

Interrogatory No. 10: Do you have or know of any photographs, motion pictures, maps, drawings, plats, diagrams, measurements, or other demonstrative evidence relating to this lawsuit? If so, for each such item, state and describe

- a. Its identity;
- b. The subject matter which it shows, illustrates or represents;
- c. The date it was made or taken;
- d. The identity of the person making or taking the same;
- e. The identity of the person having present custody of the same; and
- f. Whether the item is available for inspection and/or copying, and if so, where and when.

Interrogatory No. 11: State for each and every person you expect to call as a witness at the time of trial the following:

- a. His or her identity;
- b. The subject matter about which the witness is expected to testify;
- c. The substance of the facts and opinions about which the witness is expected to testify; and

- d. The relationship, if any, of the witnesses to you.

Interrogatory No. 12: Identify each expert witness with whom you or your attorneys or anyone on your behalf has consulted in connection with this litigation.

Interrogatory No. 13: Identify each person you propose to call as an expert witness at the trial.

Interrogatory No. 14: In connection with each expert witness you propose to call at the trial, please state:

- a. His area of expertise;
- b. A description of his qualifications to testify in the area of his claimed expertise;
- c. The subject matter on which the expert is expected to testify;
- d. The substance of the facts and opinions to which each such expert is expected to testify;
- e. A summary of the grounds which such expert claims support his opinions and conclusions; and
- f. The present name and address of each such expert and please indicate whether or not such expert has provided a written report or reports to you or your attorney regarding the subject matter of this litigation.

Interrogatory No. 15: If you contend that plaintiff, David Lundeen, in any manner acted, or omitted to act, so as to cause or contribute to his own injuries, state all information, data, circumstances, facts or opinions that tend to support or prove this contention.

Interrogatory No. 16: Do you contend that David Lundeen's accident was caused by or contributed to by the action(s) or omission(s) of a person or persons other than you or plaintiffs?

If so, for each such person, state:

- a. His or her identity;

- b. A description of the action(s) or omission(s) which you contend caused or contributed to David Lundeen's accident;
- c. A description of the causal relationship which you contend exists between the above-described action or omission and David Lundeen's accident; and
- d. State all information, data, circumstances, facts or opinions that tend to support or prove the contentions you have outlined above.

Interrogatory No. 17: Identify the individual or individuals who were responsible for inspecting and maintaining sewer drains throughout the City of Fargo during the five years immediately preceding August 30, 2007

Interrogatory No. 18: Identify all communications received regarding broken or missing sewer drains throughout the City of Fargo for the five years immediately preceding August 30, 2007. In connection therewith, state:

- a. Names and addresses of the persons who notified you;
- b. Names and addresses of persons who received these communications;
- c. Dates in which such communications were made;
- d. Specific locations to which these communications related;
- e. Type of communication involved (i.e., telephone, written letter, etc.): and
- f. If you will do so without a motion to produce, please attach copies of documents relating to these communications.

Interrogatory No. 19: Identify each and every document in your possession or control relating to the sewer drains at the intersection of 23rd Street and Main Avenue in Fargo, North Dakota, for five years immediately preceding August 30, 2007. If you will do so without a motion to produce, please attach copies of all documents.

Dated this 5 day of March, 2010



Kim E. Brust
For CONMY FESTE LTD.
406 Main Avenue, Suite 200
PO Box 2686
Fargo, ND 58108-2686
Telephone: (701) 293-9911
North Dakota ID No.: 03556

ATTORNEYS FOR PLAINTIFF



Office of the Chief of Police

(b)
COPY

March 16, 2010

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Memorandum of Understanding
City of Fargo and Oakport Township Water Tower

Dear Commissioners:

Attached for your review and approval is a Memorandum of Understanding between the City of Fargo and Oakport Township. As stated in the attachment, such an agreement is necessary in order to enhance public safety radio communications and will allow the City of Fargo to add communications equipment to the water site in Oakport Township.

The total cost of \$19,000 will be fully funded by our Federal COPS Technology Grant #2005CKWX003 COPS03 and no City match is required.

After reviewing the agreement, both the city attorney and I have no concerns related to the agreement as written.

Recommended Motion:

I recommend the City Commission authorize the police department to enter into the Memorandum of Understanding with Oakport Township.

Please contact me if you have any questions or concerns relative to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Ternes".

Keith A. Ternes
Chief of Police

Attachment

MEMORANDUM OF UNDERSTANDING
BETWEEN
City of Fargo
City of Fargo North Dakota
AND
TOWNSHIP OF OAKPORT

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the City of Fargo, North Dakota hereinafter referred to as City of Fargo and Township of Oakport, hereinafter referred to as Township of Oakport:

A. PURPOSE:

The purpose of this MOU is to establish a framework of cooperation to enhance public safety radio communications within City of Fargo North Dakota. The cooperative effort will allow City of Fargo to add communications equipment to the Township of Oakport water tower site in the Township of Oakport.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Township of Oakport benefits include an active relationship with local law enforcement which demonstrates cooperation in the interest of public safety.

The benefits for City of Fargo through this cooperative effort are provided by an additional radio communications site. Due to the site's geographic location, it will provide an essential enhancement to the City of Fargo public safety radio communications network.

C. DESCRIPTION OF PROPERTY

The water tower site owned by the Township of Oakport is located at:

N 46 56 22.9
W 96 46 33.1
Ground Elevation-896'
The water tower is ~ 133'

D. DESCRIPTION OF INTENT

It is City of Fargo's intention to locate a voting receiver antenna system at the Township of Oakport water tower. The City of Fargo would also install a microwave radio antenna on the hand rail of the water tank.

E. CITY OF FARGO:

1. Shall install a VHF antenna system. The primary user of the antenna system is the City of Fargo. No additional VHF antennas will be added to water tank.
2. Shall integrate, install and utilize microwave antenna system and associated infrastructure. The primary user of the microwave antenna system is the City of Fargo.

3. Shall install a VHF voting receivers (Motorola Quantar) into Motorola cabinets. The cabinet primary user is the City of Fargo.
4. Shall install ancillary receiver equipment including (but not limited to) rf cabling, surge suppression, multi-coupling equipment, and grounding materials. The ancillary equipment or receivers shall not utilize any additional site footprint.
5. Shall install an Andrew VHLP2-10 (or equivalent) microwave antenna and associated mount onto pipe mount or supplemental tank framework. The antenna mounting location will favor a southerly orientation of the dish.
6. Shall install a NEMA4 equipment cabinet which shall contain the discrete microwave equipment. The cabinet will be installed within the base of the tank.
7. Shall install ancillary microwave antenna systems components (but not limited to) rf cabling, cable hangers, and grounding materials..
8. Shall Subcontract the installation and optimization of the infrastructure equipment to contractor(s) noted below.
9. Shall ensure subcontractor compliance with Township of Oakport site access security procedures.
10. Shall provide a written proposal to Township of Oakport of any proposed VHF transmission equipment which may be added to the site. Any proposed VHF transmission equipment is subject to Township of Oakport technical review and approval before any site work may commence.
11. Shall provide a written proposal to Township of Oakport of any proposed wireless transmission equipment which may be added to the site. Any proposed wireless transmission equipment is subject to Township of Oakport technical review and approval before any site work may commence.
12. Shall not be obligated to pay costs attributable to the routine maintenance and repair of the Water Tower or the Building Space, except to the extent provided in this agreement.
13. Shall review this agreement with Township of Oakport (Or current site owner) every 10 years, and modify as necessary.
14. Understands the site ownership will transfer to the City of Moorhead on Jan 1, 2015. City of Fargo will review current MOU with City of Moorhead-Public Service to ensure uninterrupted service during the site ownership transition. No added fees shall occur due to this transfer.

F. TOWNSHIP OF OAKPORT:

1. Shall supply City of Fargo site access security procedures and any necessary site access during the construction, installation, and maintenance of the City of Fargo radio project infrastructure.

G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Any modifications within the scope of the MOU shall be made by mutual consent of the parties, by the issuance of a written modification, prior to any changes being performed.
2. COSTS/EXPENSES- City of Fargo shall incur a onetime fee expense of \$19,000 payable to the Township of Oakport upon completion of installation and upon being invoiced. This expense is incurred for the first year of MOU only. After the initial payment, City of Fargo shall not incur any re-occurring rent/lease/site support expenses for use of the above tower site for the duration of the MOU.

3. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

City of Fargo Contact

Assistant Chief Todd Osmundson
222 N. 4th St.
Fargo, ND 58102

Phone: 701-298-6996

E-Mail:

tosmundson@cityoffargo.com

City of Fargo Subcontractor

MidStates Wireless

Jon Wiser, Operations Manager
55 North 3rd Street
Fargo, ND 58102
Phone: 701 241-6777

Radio Project Contact

Brian Zastoupil, Radio Systems
Coordinator
300 NP Avenue Suite #206
Fargo, ND 58102
Phone: 701 451-7683

E-Mail: bzastoupil@rrrdc.com

Township of Oakport Contact

Greg Anderson, Chairman
210 65th Ave North
Moorhead, MN 56560

Phone: 701 238-6548

E-Mail:

Garageguys@aol.com

Administrative Contact

4. COMMENCEMENT DATE. This MOU is effective as of the date of last signature. The agreement shall be renewed every 10 years, without additional cost, pending review.

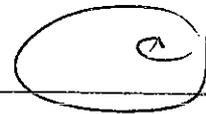
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

City of Fargo
Assistant Chief Todd Osmundson

Township of Oakport
Greg Anderson- Chairman

DATE

DATE



Office of the City Attorney

March 18, 2010

City Attorney
Erik R. Johnson
Assistant City Attorney
Robert L. "Butch" McConn, Jr.

City Prosecutors
Scott O. Diamond
Jodi A. Bass

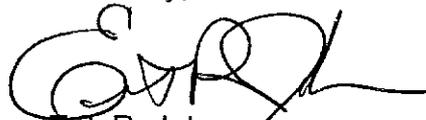
City Commission
City of Fargo
200 North Third Street
Fargo, ND 58102

Dear Commissioners:

You will recall recently approving various amendments to our ordinances dealing with dogs and cats (Ord. No. 4729). There are two provisions in that ordinance that called for the approval of certain fees to be set by resolution of the Board of City Commissioners. I have enclosed a Resolution setting impound fees for dogs and cats at \$35 for licensed animals and \$60 for unlicensed animals. The owner would also pay a \$15 daily fee for the cost of boarding the animal. This Resolution also calls for a \$25 fee for a permit issued by the police department allowing the keeping of more than six dogs and cats.

SUGGESTED MOTION: I move for the adoption of the enclosed Resolution setting impound and permit fees.

Sincerely,



Erik R. Johnson

ERJ/jmf
Enclosure

Commissioner _____ moved for the adoption of the following:

RESOLUTION

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo:

WHEREAS, An Ordinance Amending Sections 12-0104, 12-0105, and 12-0111, Repealing and Re-Enacting Section 12-0112, Repealing Section 12-0113 and Enacting Sections 12-0113 through 12-0117 of Article 12-01 and Amending Sections 12-0201 and 12-0203 of Article 12-02, All in Chapter 12 of the Fargo Municipal Code Relating to Dogs and Cats was approved and received final passage on February 22, 2010, and is referred to as Ordinance #4729; and

WHEREAS, said Ordinance #4729 calls for certain fees to be established by resolution of the Board of City Commissioners, including a fee to be paid by an animal's owner upon reclaiming an animal that has been taken into custody by a police officer or animal control officer because said animal was disturbing the peace (F.M.C. § 12-0112) and a fee for a permit for the keeping of more than six dogs and cats in a "qualified home" (F.M.C. § 12-0116);

NOW, THEREFORE, BE IT RESOLVED, by the Board of City Commissioners of the City of Fargo, North Dakota:

1. The Board hereby finds that the amount of the fee to be paid by an animal's owner in order to reclaim the animal after the animal has been determined to be disturbing the peace pursuant to F.M.C. § 12-0112 and which is in the custody of a police officer, animal control officer or impound facility shall be sufficient to provide reasonable reimbursement to the City for any impound or storage fees for the animal and for the costs for the City of Fargo officers taking custody of the animal and, therefore, the fee payable by an animal's owner for the reclaiming of said animal shall be as follows:

- a. If the animal has a current license, the reclaiming fee shall be **\$35** plus **\$15** per day for the cost of the animal boarding.
- b. If the animal does not have a current license, the reclaiming fee shall be **\$60** plus **\$15** per day for the cost of the animal boarding—this sum in addition to any costs associated with the actual licensing of the animal including any necessary vaccines.

2. The fee for a permit pursuant to F.M.C. § 12-0116 to authorize a person to keep more than six dogs and cats as part of a qualified home use for organizations for rescue or sheltering of abandoned or lost animals shall be **\$25** payable upon application for the initial permit and payable upon annual renewal of said permit.

3. This Resolution and the fees set hereby may be amended, from time to time upon the Motion and Resolution of the Board of City Commissioners.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____ . The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

CERTIFICATE

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

I, Dennis R. Walaker, the duly elected, qualified and acting Mayor of the City of Fargo, North Dakota; and

I, Steven Sprague, the duly appointed, qualified, and acting City Auditor of the City of Fargo, North Dakota,

DO HEREBY CERTIFY:

That the foregoing is a full, true, and correct copy of the original Resolution and the whole thereof which Resolution was duly adopted by the Board of City Commissioners of the City of Fargo, North Dakota, at the meeting of the Board held March 8, 2010; and

That such Resolution is now a part of the permanent records of the City of Fargo, as filed in the office of the City Auditor.

(SEAL)

Dennis R. Walaker, Mayor
City of Fargo, North Dakota

ATTEST:

Steven Sprague, City Auditor

On this _____ day of March, 2010, before me, a Notary Public in and for Cass County in the State of North Dakota, personally appeared DENNIS R. WALAKER, known to me to be the Mayor of the Board of City Commissioners and STEVEN SPRAGUE, known to me to be the City Auditor of the City of Fargo, a municipal corporation under the laws of the State of North Dakota, and they acknowledged to me that they executed the foregoing instrument.

(SEAL)

Notary Public
Cass County, North Dakota

My Commission Expires: _____



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

FARGO CASS PUBLIC HEALTH
401 Third Avenue North
Fargo, ND 58102
Phone 701-241-1360
Fax 701-241-8559
www.cityoffargo.com/health

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 4, 2010

RE: CONTRACT AMENDMENT WITH THE NORTH DAKOTA
DEPARTMENT OF HEALTH FOR WOMEN'S WAY PROGRAM
CONTRACT NO. 09-022B CFDA No. 93.919

The attached contract amendment with the North Dakota Department of Health is for the Women's Way program. There are no budget adjustments with this contract.

Please feel free to call me if you have any questions at 241-1380.

Suggested Motion: Move to approve the North Dakota Department of Health contract amendment for the Women's Way program.

RB/LA
Enclosure

Contract No. 09-022B

CFDA No. 93.919

North Dakota Department of Health

600 East Boulevard Ave-Dept. 301

Bismarck, ND 58505-0200

Type: Purchase of Service Agreement (SFN53772)

AMENDMENT

Contract Period

From: July 1, 2009

Through: June 30, 2010

This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.

Title of Project/Program: Women's Way

Health Dept. Grant Code: 4521 HLH020 - 01

Contractor Name and Address:

Fargo Cass Public Health (FCPH)
401 Third Avenue North
Fargo, ND 58102-4839

North Dakota Department of Health Program Director:

Mary Ann Foss, Women's Way Program Director
Division of Cancer Prevention and Control
600 East Boulevard Ave - Dept 301
Bismarck, ND 58505-0200

Contact Name: Kristi Weyrauch Initial: KW

Telephone: 701.298.6918

Telephone: 701.328.2333

Financial Information

Dept of Health Cost Share

Contractor Cost Share

Total Project/Program Costs

Amount of Financial Assistance

\$5,209

(\$16,154)

(\$10,945)

Previous Funds Awarded

\$87,637

\$27,522

\$115,159

Total Funds Awarded to Date

\$92,846

\$11,368

\$104,214

Scope of Service:

This Amendment provides additional funding to fund the Women's Way Recruitment Initiative to screen a minimum of 23 additional new enrollees (including 8 American Indian (AI) women) using evidenced-based (informed) strategies. The minimum number of Recruitment Initiative enrollees is in addition to the original agreement enrollee numbers. The Recruitment Initiative fee per new enrollee is \$137.85 for a total of \$3,171 for 23 new enrollees. The budget for the Recruitment Initiative operating expenses are \$2,038. See attached Recruitment Initiative Scope of Work for additional scope of services.

Reporting Requirements:

The Recruitment Initiative fee per client costs must be submitted using the Request for Reimbursement (RFR) form from the original contract by the 15th of the following month.

The Recruitment Initiative operating expenses must be submitted using the attached RFR form by the 15th of the following month that expenses are incurred.

The final RFR's for this Amendment must be submitted by July 15, 2010.

The Women's Way I&V or Diagnostic forms submitted for the Recruitment Initiative women will be flagged with an easily noticeable page marker.

Recruitment Initiative Progress Reports (to be included in the revised Monthly Recruitment Report (MRR)) must be submitted by the 15th of the following month.

Recruitment Initiative Final Evaluation Report form and narrative is due by July 30, 2010.

Special Conditions:

- 1. Effective November 1, 2009, Contractor Cost Share, as noted in the original agreement, will not be required for the rest of the contract period. Contractor Cost Share must be paid for the months of July through October, 2009.
2. All other terms and conditions of the original agreement and Amendment A remain the same.

Remarks:

NDDoH Share

Client Fees for a minimum of 23 new enrollees (including 8 AI) at \$137.85 per enrollee: \$3,171

Recruitment Initiative operating expenses: \$2,038

Total: \$5,209

This contract is subject to the terms and conditions incorporated either directly or by reference in the following:

(1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2009 to June 30, 2011

[Accounting Use Only Requirements Received] (2) applicable Federal and State regulations.

Evidence of Contractor's Acceptance

Evidence of Departmental Acceptance

Signature: Ruth Bachmeier

Date: March 4, 2010

Signature: Arvy Smith

Date: [blank]

Typed Name and Title of Authorized Representative: Ruth Bachmeier, Director of Public Health

Typed Name and Title of Authorized Representative: Arvy Smith, Deputy State Health Officer

Signature: [blank]

Date: [blank]

Signature: [blank]

Date: [blank]

Typed Name and Title of Authorized Representative: Dennis R. Walaker, Mayor, City of Fargo

Typed Name and Title of Authorized Representative: Mary Ann Foss, Director, Division of Cancer Prevention and Control

Contractor: All attachments if referenced in the scope of service must be returned with the signed contract. If you did not receive attachments as indicated in the scope of service, please contact the Program Director identified above.



MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: MS Walk Skyway use request

DATE: March 15, 2010

In April 2008 the Board of City Commissioners adopted the Skyway Use Policy. According to the policy, a request for skyway usage by outside parties must include the purpose of the request, the time and date of its proposed usage and a hold harmless pledge to the City from any accidents or destruction of property.

I have received the attached request from the Multiple Sclerosis Society requesting use of the skyway to hang banners promoting the MS Walk. The banners will be hung on the chains that run through the skyway and will be on display from April 1st until April 19th. The request meets all of the requirements listed in the Skyway Use Policy.

Please approve the request from the Multiple Sclerosis Society to use the skyway to promote the MS Walk, banners to hang in the skyway from April 1st until April 19th, 2010.

Recommended Motion:

Approve the request from the Multiple Sclerosis Society to use the skyway to promote the MS Walk, banners to hang in the skyway from April 1st until April 19th, 2010.



**National
Multiple Sclerosis
Society**
North Central
States Chapter

March 11, 2010

Steve Sprague & Fargo City Commission
City Auditor's Office
200 3rd St N
Fargo, ND 58102

Dear Mr. Sprague and Fargo City Commission,

I am writing to request the use of the skyway that crosses downtown Broadway to promote our upcoming Walk MS Fargo event and increase awareness about multiple sclerosis. We plan to put up signage in the skyway related to Walk MS and the National MS Society. Ideally, we would like to have this up April 1 -19th if possible. The date of Walk MS Fargo is Saturday, April 17, 2010. We will adhere to all the rules and regulations regarding use of this skyway and hold a harmless pledge to the city from any accidents or destruction of property.

Walk MS is the rallying point of the MS Movement, a community coming together to raise funds and celebrate hope for the future. The National MS Society sponsors events like Walk MS to raise funds for research, as well as comprehensive programs and services for people with MS, moving closer to a world free of MS.

We hope you will support us in our efforts to promote Walk MS and create awareness for multiple sclerosis in Fargo-Moorhead. Please feel free to contact me with any questions or for more information at amy.hinkemeyer@nmss.org or 701-235-2766.

Thank you for your consideration.

Gratefully,

A handwritten signature in black ink, appearing to read 'amy' in a cursive, lowercase style.

Amy Hinkemeyer
Senior Development Manager
National MS Society



Handwritten initials "F 1" inside a hand-drawn oval.

ASSESSMENT DEPARTMENT

March 5, 2010

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements as submitted Johnson Block 1900 LLC. A description of the property involved, type of improvements to be made, and assessment information is indicated on the application.

It is my opinion that the value of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2009, 2010, 2011. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$4,380 with the City of Fargo's share being \$570.

Sincerely,

A handwritten signature in cursive script that reads "Ben Hushka".

Ben Hushka
City Assessor

tla

attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)**

Property Identification

1. Name of Property Owner Johnson Block 1900 LLC Phone No. 702-498-3987

2. Address of Property 216 Broadway
 City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed,
N 1/2 of Lot 4 & S 1/2 of Lot 5 Block 3 Roberts Addn

4. Parcel Number 01-2381-00490-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner Dean Nagel, 10225 Singing View Ct.
 City Las Vegas State NV Zip Code 89129

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Various Remodeling Projects

7. Building Permit No. Multiple 8. Year Built 1900

9. Date of Commencement of making the improvement 2008

10. Estimated market value of property before improvement \$ 282,900

11. Cost of making the improvement (all labor, material and overhead) \$ 229,788 (see attached)

12. Estimated market value of property after improvement \$ 512,699

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
 Applicant's Signature *Dean Nagel* Date 3/1/2010

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 3 YEARS
 Assessor's Signature *Don Chubb* Date 3/5/10

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
 Approval subject to the following conditions: _____

 Chairman of Governing Body _____ Date _____

JOHNSON BLOCK 1900 LLC

Updated 2/15/2010

Contractor	Total Contract	Amount Paid	Balance Owed	Notes
Legend Technical	\$1,985.00	\$1,985.00	\$0.00	Paid in 2008
Horsley	\$29,000.00	\$29,641.00	\$0.00	Asbestos/ Paid \$19,641.00 12/31/2008 -Final
DuBois	\$65,305.33	\$65,305.33	\$0.00	All inside work / Paid 12/31/2008 - Final
DuBois	\$29,187.21	\$29,187.21	\$0.00	Storefront / Paid 2009
North Country Restoration	\$12,032.00	\$12,032.00	\$0.00	Tuck pointing / Paid 12/31/2008 -Final
Magnum Electric	\$19,095.00	\$19,095.00	\$0.00	Electrical / Paid in 2008
Air Mechanical In	\$44,194.36	\$44,194.36	\$0.00	Mech / Heating & Air Conditioning/Paid in 2008
Advanced Electrical Syst	\$0.00	\$1,075.00	\$0.00	Paid in 2008
Advanced Electrical Syst	\$0.00	\$935.00	\$0.00	Paid in 2008
Advanced Electrical Syst	\$0.00	\$1,150.00	\$0.00	Paid 03/09/2009
Fargo Linoleum	\$0.00	\$746.71	\$0.00	Paid 02/12/2009
Brenda Weiler (216 /Tenant Improvement)	\$4,300.00	\$4,300.00	\$0.00	Paid 02/04/2009 / Reimbursement to tenant
Brenda Weiler (216/Tenant Improvement)	\$0.00	\$385.00	\$0.00	Paid 01/28/2009 / Reimbursement to tenant
Don Quast	\$1,000.00	\$1,000.00	\$0.00	Paid 12/15/09 / Improvement for 218
Don Quast	\$500.00	\$500.00	\$0.00	Paid 12/31/09 / Improvement for 218
Don Quast	\$1,455.37	\$1,455.37	\$0.00	Paid 2/4/2010 / Improvements for 218
Advanced Electrical Syst	\$1,390.00	\$0.00	\$1,390.00	Estimated amount waiting for final invoice
Sub Total	\$209,444.27	\$212,986.98	\$1,390.00	
Historic Preservation Commission (HPC)		-\$15,000.00	\$0.00	Store Front Reimbursement / Received 05/05/2009
			\$1,390.00	
Stahl Architects	\$8,000.00	\$0.00	\$8,000.00	Estimated amount only/waiting for invoice
Schultz & Associates	\$12,911.07	\$12,911.07	\$0.00	Paid in 2008
Schultz & Associates	none	\$9,500.00	\$0.00	Paid 03/23/2009
Total	\$230,355.34	\$220,398.05	\$9,390.00	



ASSESSMENT DEPARTMENT

March 10, 2010

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements as submitted Carl Knudson. A description of the property involved, type of improvements to be made, and assessment information is indicated on the application.

It is my opinion that the value of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2010, 2011, 2012.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$3, 095 with the City of Fargo's share being \$400.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

tla

attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner CARL KNUDSON Phone No. 701-476-1988

2. Address of Property 1225 UNIVERSITY DR S
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed PT LTS 6&7, BLK B, ALDRICH & ROBERTS

4. Parcel Number 01-0020-01701-000

5. Mailing Address of Property Owner SAME
 City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Add an addition to the North Side of existing building.

7. Building Permit No. 82089 8. Year built if residential property 1924

9. Date of commencement of making the improvement 11/1/2008

10. Estimated market value of property before improvement \$ 146,300

11. Cost of making the improvement (all labor, material and overhead) \$ 180,497

12. Estimated market value of property after improvement \$ 268,000

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature Carl Knudson Date 3/4/10

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 3 YEARS

Assessor's Signature Don Chuska Date 3/11/10

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



ASSESSMENT DEPARTMENT

March 4, 2010

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements as submitted William & Raquel Ibach. A description of the property involved, type of improvements to be made, and assessment information is indicated on the application.

It is my opinion that the value of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2010, 2011, 2012, 2013, 2014. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$6,430 with the City of Fargo's share being \$840.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

tla

attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner William + Raquel Ibach Phone No. 701/277-4898

2. Address of Property 1311 Elm St. N.
 City Fargo State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed Lot 1, Block 1 WL Zitzow 1st

4. Parcel Number 01-4200-00010-000

5. Mailing Address of Property Owner same
 City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). construct addition to existing SFD, Remodel LL, & add elevator

7. Building Permit No. 90703 8. Year built if residential property 1961

9. Date of commencement of making the improvement 5/28/09

10. Estimated market value of property before improvement \$ 224,600

11. Cost of making the improvement (all labor, material and overhead) \$ 375,000

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
 Applicant's Signature Raquel Ibach Date 3/4/10

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS

Assessor's Signature [Signature] Date 3/5/10

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
 Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

2 of 3


MEMORANDUM AGREEMENT
(Clay Material Removal, together with Right of Entry)

THIS AGREEMENT, made and entered into the day and year hereinafter set forth by and between **THE MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO, NORTH DAKOTA**, a public body, corporate and politic, hereinafter Grantor and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter Grantee,

WITNESSETH:

WHEREAS, Grantor is the record owner of certain property located East of University Drive and South of County Road 20, which property was acquired utilizing FAA funds; and

WHEREAS, said property was purchased to provide a buffer between residential and other development and has been leased to North Dakota State University for the growing of alfalfa crops; and

WHEREAS, Grantee has utilized a portion of the property as a borrow site in the 2009 flood event and has replaced the borrow material following said flood; and

WHEREAS, Grantee desires the property for such purpose in the event of a flood event in 2010; and

WHEREAS, Grantor is agreeable to the same and the parties wish to commit their agreement to writing under the terms and conditions hereinafter state.

NOW THEREFORE IS HEREBY AGREED AS FOLLOWS:

1. Grantor agrees that Grantee may utilize its property for borrow area and may remove from the site clay material for the construction of dikes and levees to provide flood protection. Such removal shall be accomplished by utilizing proper engineering and construction techniques.

2. The property subject to this Agreement is shown generally on Exhibit "A" attached hereto and incorporated herein by reference. The removal shall be limited to areas where material was removed in the flood event of 2009 provided, however, that if conditions require the same, additional acreage may be utilized for borrow sites.

3. Before digging in any area, all the topsoil shall be removed and stockpiled according to City engineering guidelines and regulations. Grantee agrees that all care will be taken to minimize the loss of topsoil.

4. Following the flood event, Grantee agrees to properly replace clay in the borrow pit areas, replace the topsoil and thereafter restore the property to its condition prior to removal of materials. The intent of this paragraph is to make the property again useable for agricultural purposes including bringing it to a level necessary for proper drainage.

5. Grantee is hereby allowed a right of entry by Grantor to access the subject property. The parties agree to work together to accomplish the right of access so as to accomplish the same without unnecessary damage to the subject property, as well as any public access utilized for entry. Grantee will provide and later restore any points of access as well as haul roads.

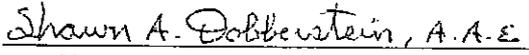
6. There will be no charge made for clay materials removed or for usage of the materials. Grantee does, however, agree that Grantor will be reimbursed for any cash rental lost as well as any cost to restore the property to its condition prior to excavation of the borrow areas. This will include, but not be limited to, the cost of restoring any crop loss, cost of reseeded and re-establishing an alfalfa crop and such similar damage. Grantee recognizes and agrees that following utilization of the borrow areas, production of any crop may take longer than one year to re-establish. There also may be a cost of restoring drainage which may have to be negotiated with the tenant, North Dakota State University.

7. Each of the parties agrees to attempt in good faith to accomplish the terms and conditions above-stated.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed
this 10th day of March, 2010.

**THE MUNICIPAL AIRPORT AUTHORITY OF
THE CITY OF FARGO, NORTH DAKOTA**
a public body corporate and politic

By 
Ken Pawluk ~~Don Kilander~~, Chairman

By 
Shawn A. Dobberstein, Executive Director

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed
this _____ day of March, 2010.

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By 
Dennis R. Walaker, Mayor

ATTEST:


Steven Sprague, City Auditor



Farm 9207

S19 T140N R48W

City of Fargo

Clay County, MN

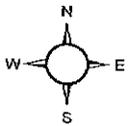
2009 Program Year

Wetland Determination Identifiers

- ∨ Limited Restrictions
- Exempt from Conservation Provisions
- Restricted Use

Common Land Unit

- Cropland
- Non-cropland



Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.



ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

March 17, 2010



Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. 5919-01

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 17, 2010, for Traffic Signal Improvements, Project No. 5919-01, located at 16th Street and 13th Avenue South.

The bids were as follows:

Strata Corporation	\$37,735.20
Fargo Electric Construction	\$40,943.00
Aeyenia	\$45,605.97
Edling Electric	\$45,711.65
Engineer's Estimate	\$47,579.00

The special assessment escrow is not required.

This office recommends award of the contract to Strata Corporation, in the amount of \$37,735.20 as the lowest and best bid.

Sincerely,

Mark H. Bittner
City Engineer

MHB/jmg

March 17, 2010



Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. 5912

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 17, 2010, for Seal Coat and Incidentals, Improvement District No. 5912, located at Various Locations.

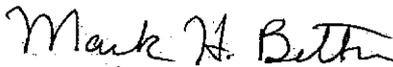
The bids were as follows:

Pearson Bros., Inc.	\$645,163.85
Astech Corp.	\$716,758.50
Bituminous Paving, Inc.	\$784,066.61
Engineer's Estimate	\$608,900.00

The special assessment escrow is not required.

This office recommends award of the contract to Pearson Bros., Inc., in the amount of \$645,163.85 as the lowest and best bid.

Sincerely,



Mark H. Bittner
City Engineer

MHB/pan

ENGINEER'S STATEMENT OF ESTIMATED COST

Seal Coat and Incidentals

IMPROVEMENT DISTRICT # 5912 Addendum Number: 3

Various Locations

WHEREAS, bids have been opened and filed for the above described Improvement District of the City of Fargo, North Dakota; and

WHEREAS, an estimate of the cost of the work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Mark H. Bittner, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

That the following is a detailed statement of the estimated cost of the job described as Seal Coat and Incidentals Improvement District # 5912 of the City of Fargo, North Dakota.

Section 1

1000 Mobilization	1.00 LS	1.00	1.00
4228 Seal Aggregate	16,950.00 SY	0.55	9,322.50
4229 Seal Aggregate #2	12,905.00 SY	0.65	8,388.25
4235 Seal Oil (CRS-2P)	9,440.00 GAL	2.75	25,960.00
4342 Asphalt Wearing Course (Includes 5 1/2 - 6% Oil)	10.00 Ton	200.00	2,000.00
4510 Traffic Control	1.00 LS	500.00	500.00
Section 1 Sub Total:			\$46,171.75

Section 2

1000 Mobilization	1.00 LS	1.00	1.00
4228 Seal Aggregate	11,520.00 SY	0.55	6,336.00
4235 Seal Oil (CRS-2P)	2,995.00 GAL	2.75	8,236.25
4342 Asphalt Wearing Course (Includes 5 1/2 - 6% Oil)	10.00 Ton	200.00	2,000.00
4510 Traffic Control	1.00 LS	500.00	500.00
Section 2 Sub Total:			\$17,073.25

Section 3

1000 Mobilization	1.00 LS	1.00	1.00
4228 Seal Aggregate	850.00 SY	0.65	552.50
4235 Seal Oil (CRS-2P)	221.00 GAL	2.75	607.75
Section 3 Sub Total:			\$1,161.25

Section 4

1000 Mobilization	1.00 LS	1.00	1.00
4228 Seal Aggregate	21,314.00 SY	0.55	11,722.70
4229 Seal Aggregate #2	40,442.00 SY	0.65	26,287.30
4235 Seal Oil (CRS-2P)	21,314.00 GAL	2.75	58,613.50
4342 Asphalt Wearing Course (Includes 5 1/2 - 6% Oil)	25.00 Ton	200.00	5,000.00
4510 Traffic Control	1.00 LS	1,000.00	1,000.00
7544 Paint 4" Epoxy	3,130.00 LF	2.40	7,512.00
7546 Paint 8" Epoxy	677.00 LF	7.00	4,739.00
7549 Paint Epoxy Messages	202.00 SF	20.00	4,040.00

ENGINEER'S STATEMENT OF ESTIMATED COST

Seal Coat and Incidentals

IMPROVEMENT DISTRICT # 5912

Various Locations

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
	Section 4 Sub Total:			\$118,915.50
 <u>Section 5</u>				
1000 Mobilization	1.00	LS	1.00	1.00
4228 Seal Aggregate	165,500.00	SY	0.55	91,025.00
4229 Seal Aggregate #2	67,088.00	SY	0.65	43,607.20
4235 Seal Oil (CRS-2P)	72,504.00	GAL	2.75	199,386.00
4342 Asphalt Wearing Course (Includes 5 1/2 - 6% Oil)	25.00	Ton	200.00	5,000.00
4510 Traffic Control	1.00	LS	1,000.00	1,000.00
7544 Paint 4" Epoxy	5,552.00	LF	2.40	13,324.80
7546 Paint 8" Epoxy	300.00	LF	7.00	2,100.00
7548 Paint 24" Epoxy	60.00	LF	12.00	720.00
7549 Paint Epoxy Messages	77.50	SF	20.00	1,550.00
	Section 5 Sub Total:			\$357,714.00
 <u>Section 6</u>				
1000 Mobilization	1.00	LS	1.00	1.00
4228 Seal Aggregate	59,080.00	SY	0.55	32,494.00
4229 Seal Aggregate #2	3,902.00	SY	0.65	2,536.30
4235 Seal Oil (CRS-2P)	18,064.00	GAL	2.75	49,676.00
4342 Asphalt Wearing Course (Includes 5 1/2 - 6% Oil)	25.00	Ton	200.00	5,000.00
4510 Traffic Control	1.00	LS	700.00	700.00
7544 Paint 4" Epoxy	5,717.00	LF	2.40	13,720.80
	Section 6 Sub Total:			\$104,128.10
	Construction Total:			\$645,163.85

ENGINEER'S STATEMENT OF ESTIMATED COST

Seal Coat and Incidentals

IMPROVEMENT DISTRICT # 5912
Various Locations

Construction Total:		645,163.85
Engineering:	6.50 %	41,935.65
Legal:	3.40 %	21,935.57
Contingencies:	10.00 %	64,516.39
Administration:	6.00 %	38,709.83
Interest:	8.00 %	51,613.11

Sub-Total:	863,874.40
Less Street Rehab Funds:	633,917.24
Less Water Department Funds:	0.00
Less Street Sales Tax Funds:	37,486.11
Less NDDDES Funds:	7,288.97
Less FEMA Funds:	93,715.29

TOTAL ESTIMATED ASSESSED COSTS: 91,466.79

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 3/17/2010

Mark H. Bittner

Mark H. Bittner
City Engineer

