

FARGO CITY COMMISSION AGENDA  
Monday, December 13, 2010 - 5:00 P.M.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON TV FARGO 12 (Channel 12) and can be seen live by video stream on [www.cityoffargo.com/streaming](http://www.cityoffargo.com/streaming). 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](http://www.cityoffargo.com/commission)

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 29, 2010).

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

- a. 1st reading of the following Ordinances:
  - (1) Relating to the Traffic Code (reckless driving).
  - (2) Relating to Ordinance violations (traffic fines in the penalty Ordinance).
- b. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 11/29/10:
  - (1) Rezoning Certain Parcels of Land Lying in Asleson Industrial Park 6th Addition.
  - (2) Rezoning Certain Parcels of Land Lying in Beardsley's Addition.
- c. Settlement and Mutual Release of Claims Agreement in the City of Fargo v. S.J. Louis Construction Inc. case.
- d. Memorandum of Understanding with the North Dakota Court System for the purchase, implementation and usage of Odyssey Case Management System.
- e. Change Orders for a total increase of \$102,010.13 for the Municipal Court project.
- f. Purchase of disk-to-disk backup for the Red River Regional Dispatch Center (RRRDC) from Speedlink in the total amount of \$36,500.00.
- g. Receive and file Year to Date – Budget to Actual Report for November 2010.
- h. Amendment to Contract with the North Dakota Department of Health Relating to Family Planning Services (CFDA FP #93.217).
- i. Contract with the North Dakota Department of Health for reimbursement of expenses for Protect ND Kids Program (Contract #09-852).
- j. Applications for Games of Chance:
  - (1) Fargo Kiwanis for a raffle on 2/12/11; Public Spirited Resolution.
  - (2) Benefit for Melissa Hansen for a raffle on 2/5/11; Public Spirited Resolution.
  - (3) Washington School PTA for a raffle on 3/11/11.
  - (4) Bennett PTA for bingo from 1/7/11 to 1/11/11.

k. Site Authorization for Red River Human Services at the Fargo Elks.

- l. 2011 Social Service and Arts Fund allocations.
- m. Contract for part-time Police Homeless Liaison.
- n. Contract for part-time Police Evidence and Property Technician for 2011.
- o. Amendment to the computer aided dispatch/records management system software license and services agreement with New World Systems.
- p. Management and Concession Agreement between the Fargo Dome Authority and Global Spectrum, LP for a term of three years beginning on January 1, 2011.
- q. Accept bid of North Country Business Products for the MICROS system for the point of sale project at the Fargodome.
- r. Memorandum of Understanding with the United States Marshals Service granting them permission to utilize the City of Fargo's fueling site.
- s. Applications for five-year tax exemptions for improvements made to the following buildings:
  - (1) Michelle Modin, 909 15th Street South.
  - (2) Dan Lindquist Construction Inc., 921 8th Street South.
  - (3) Christopher Robertson and Erin Rose, 415 8th Street South.
  - (4) Thomas Kane, 1401 15th Street South.
  - (5) Joel Swanson, 617 9th Avenue North.
  - (6) Marijo Peterson, 913 17th Street South.
  - (7) Dennis and Janet Gemar, 2905 2nd Street North.
  - (8) Scott and Linda Holden, 913 South Drive.
  - (9) Jan Meidinger, 90 18th Avenue North.
  - (10) Bradley Aune, 1521 7th Street North.
  - (11) Christopher Schmit, 1622 7th Street North.
  - (12) Elvera and Joan Frissell, 1101 14th Street South.
- t. General Engineering Services Agreements with AE2S/Black & Veatch and Houston Engineering for the Water Utility and AE2S/Black & Veatch and Apex Engineering for the Wastewater Utility for 2011-2013.
- u. Encroachment Agreement with Integrity 4 Group, LLC at 21 8th Street North.
- v. Consent to No-Build Easement approving restrictions in Reciprocal Easement Agreement between Bristol Street Development, LLC and Integrity 4 Group, LLC.
- w. Purchase of one dump box from Northern Truck Equipment for \$49,958.00.
- x. Contract and bond for Project No. 5957.
- y. Bills.

\*\*\* Regular Agenda \*\*\*

- 1. Presentation of Census Bureau recognition plaque to Senior Planner Jim Hinderaker.

Draft Purchase Agreement for the sale of City-owned property at Third Avenue North near 45th Street.

3. Recommendation and presentation regarding a tree preservation and protection ordinance.
4. Presentation on the Public Works snow fighting tactics.
5. Recommendation to retain a lobbyist for the 2011 legislative session.
6. Recommendation for appointments to the following:
  - a. City Hall-Auditorium Commission.
  - b. Renaissance Zone Authority.
  - c. Board of Health.

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](http://www.cityoffargo.com/commission)



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**Office of the City Attorney**

December 9, 2010

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

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

*City Prosecutors*  
**Scott O. Diamond**  
**Jodi A. Bass**

Dear Commissioners:

Recently the City received proposals, in response to a Request for Proposals, for the sale by the City of Lots 16 through 20 of E.G. Clapps Addition to the city of Fargo - property located on Third Avenue North near 45<sup>th</sup> Street. The property consists of 201,092 square feet of land. Dakota Underground Company submitted a proposal which included a purchase price for the land of \$2.55 per square foot. Enclosed is a draft proposed Purchase Agreement regarding this prospective transaction. Please place this item on your agenda as an item for discussion with City Administrator, Pat Zavoral, and perhaps, myself. It is possible that Mr. Zavoral will seek your approval of Purchase Agreement terms.

Sincerely,

A handwritten signature in black ink, appearing to be "ERJ", written over a horizontal line.

Erik R. Johnson

ERJ/jmf  
Enclosure

**PURCHASE AGREEMENT  
(3<sup>rd</sup> Ave North Property)**

Date \_\_\_\_\_

This agreement made and entered into by and between the **CITY OF FARGO**, North Dakota, a municipal corporation, referred to herein as "Seller", and **DAKOTA UNDERGROUND COMPANY**, a North Dakota corporation, also known as, and referred to herein as, "Buyer", whether one or more.

WHEREAS, the City wishes to sell, and Dakota Underground wishes to buy certain real property, described more fully below, and the parties wish to commit to writing the terms of their agreement for the purchase and sale of said property;

**NOW, THEREFORE, IT IS HEREBY AGREED:**

- 1. **TERMS AND CONDITIONS:** Subject to terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase that certain real property situate in the City of Fargo, County of Cass, State of North Dakota, described more fully as:

Lots Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20),  
E.G. Clapps Addition to the City of Fargo, Cass County, North Dakota.

[hereinafter the "Subject Property"], consisting of 201,092 square feet of land, more or less;

**Buyer shall purchase the Subject Property for the purchase price of:**

**FIVE HUNDRED TWELVE THOUSAND SEVEN HUNDRED EIGHTY FOUR and 60/100 Dollars (\$512,784.60)**

[hereinafter the "Purchase Price"]

The sum of **\$50,000.00** shall be paid within five (5) days of the execution of this agreement by both parties and the balance of the Purchase Price shall be paid at closing.

*Contingency of Buyer:*

*A) Buyer shall have been satisfied that title to the Subject Property is insurable and is free and clear of defects, all as described in paragraph 5, below.*

*B) Buyer shall have been satisfied that the existing occupant of the Subject Property has vacated the premises and has removed all earth and dirt piles, demolition concrete piles and other accumulations, materials and equipment, prior to closing, all as described in paragraph 6, below.*

*The foregoing provisions are contingencies for the benefit of Buyer, and are conditions precedent to Buyer's obligation to perform and fulfill this Purchase Agreement.*

2. **REAL ESTATE TAXES:** Real estate taxes for the year in which the closing of this Purchase Agreement occurs shall be prorated to the date of closing.

3. **SPECIAL ASSESSMENTS**

**CERTIFIED:** Buyer and Seller shall pro-rate as of the date of closing all installments of special assessments certified for payment as of the date of closing. Buyer shall assume on the date of closing the uncertified balance of special assessments as of the date of closing.

**PENDING/PROPOSED:** Buyer shall assume special assessments that have not yet been certified for payment, but are pending or proposed as of the date of this Agreement.

No representations have been made concerning the amount of subsequent real estate taxes or special assessments.

As of the date of this agreement, Seller has not received a notice of hearing from a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the property. Buyer is aware that there may be new public improvement projects, the cost of which may be assessed against the property. Seller agrees to promptly notify Buyer of any such notice received between the date of this agreement and the date of closing.

Following closing, Buyer shall pay all real estate taxes and any unpaid special assessments payable therewith and thereafter, for which payment is not otherwise provided. It is understood that representations of future general taxes and special assessments are only estimates.

4. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a Quitclaim Deed, conveying marketable title, subject to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the property without effecting forfeiture provisions; (C) Utility and drainage easements which do not interfere with existing improvements.

Buyer wishes to take title as follows:

\_\_\_\_\_

or in such name, or by such entity, as may be requested in writing by Buyer.

5. **TITLE AND EXAMINATION:** Seller will provide an updated abstract of title to the Subject Property certified to a recent date to include proper searches covering bankruptcies, state and federal judgments and liens so that Buyer's attorney may examine said abstract. If after said examination, Seller's title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects is delivered to Seller, then Buyer and Seller agree, upon request by Buyer, to sign a Cancellation of Purchase Agreement. However, Buyer may waive defects and elect to purchase.
6. **REMOVAL OF EXISTING OCCUPANT:** The parties recognize and understand that in order for the City to deliver the Subject Property to Dakota Underground on the scheduled closing date in a condition that is free and clear of stockpiled earth, stockpiled concrete, equipment and other personal property that belongs to the existing occupant, or others, the City may need to take appropriate action, including legal action, to evict the existing occupant. To the extent such action, including legal action, must be undertaken by the City to accomplish such eviction the City is authorized to extend the date of closing of this transaction, as contemplated below, from February 1, 2011, to such later date as may be required in order to pursue such action, including legal action, to remove the current occupant from the Subject Property and to prepare the Subject Property to the condition required by this agreement. In the event; however, that the City is not able to deliver a clean site to Dakota Underground and close on or before April 15, 2010, then, in that event, Dakota Underground is authorized to withdraw from this agreement and the parties shall, upon delivery by Dakota Underground of notice of such withdrawal, execute a cancellation of this agreement, and any earnest money shall be returned to Dakota Underground.
7. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits, and any addenda or amendments signed by the parties shall constitute the entire Agreement between Buyer and Seller, and supercedes any other written or oral agreements between the Buyer and Seller. This Purchase Agreement can be modified only in writing signed by Buyer and Seller.
8. **INSPECTION:** Buyer has the right to inspect the Subject Property prior to closing.
9. **REPAIR OF 3<sup>RD</sup> AVENUE CURB, GUTTER, STREET, WATER LINE.** Buyer and Seller recognize that there exists damage to the curb, gutter and road surface along 3<sup>rd</sup> Avenue which has apparently been caused by a heaving of the earth due to the weight of the piles of earth, concrete and other materials that have been accumulated, piled and stored on the Subject Property by the current occupant. The City intends to look to the current occupant to be responsible for the repair, including the cost of repair, of such damage; however, regardless of how the repairs are made, who performs the repairs or who pays the cost of such repairs, the City hereby agrees to ensure that such repairs are accomplished and the cost of such repairs will not be borne by Dakota Underground nor will such costs be assessed against the Subject Property. This obligation shall survive the closing of this agreement.
10. **PROPERTY PURCHASED "AS IS".** The Buyer acknowledges that Buyer is purchasing the property AS IS. The Buyer represents to the Seller that the property has been inspected by Buyer and that Buyer has been assured by means independent of the Seller or any agent of the Seller of the truth of all facts material to this contract and that the property as it is described in this contract is and has been purchased by the Buyer as a result of such

inspection or investigation and not by or through any representations made by the Seller or by an agent of the Seller. The Buyer hereby expressly waives any and all claims for damages or for rescission or cancellation of this contract because of any representations by the Seller or any agent of the Seller other than such representation as may be contained in this contract. The Buyer further agrees that the Seller and any and all agents of the Seller shall not be liable for or on account of any inducements, promises, representations, or agreements not contained in this contract and no agent or employee of the Seller is or has been authorized by the Seller to make any representations with respect to the property and that if any such representations have been made, they are wholly unauthorized and not binding on the Seller.

11. **AMENITIES PLAN.** As part of the consideration for the acceptance by the City of Dakota Underground's proposal for the purchase of the Subject Property, the City requested, and Dakota Underground provided, an amenities plan as set forth on Exhibit A, attached hereto and incorporated as if fully set forth herein. Dakota Underground will complete the required plantings to establish the grass buffer zones and the planting of trees as described therein within one year of the closing of this transaction and will, thereafter, maintain the grass buffer zones and planted trees in reasonably good condition. The amenities plan obligation shall be a covenant which shall run with the land and will be contained in the restrictive covenants referenced in paragraph 12, below. This obligation shall survive the closing of this agreement.
12. **RESTRICTIVE COVENANTS.** Buyer and Seller agree that a Declaration of Restrictive Covenants shall be recorded against the Subject Property and Lots Twenty-one (21), Twenty-Two (22), Block 4, E.G. Clapps Addition to the City of Fargo. The restrictive covenants will provide as follows:
  - a. To the extent earthen or other landfill materials are collected or stockpiled, such stockpiles may not exceed a height of forty (40) feet above grade, with "grade" being a height of one (1) foot above the curb of the adjacent road to the north (3<sup>rd</sup> Avenue North).
  - b. Owner shall maintain and preserve a minimal grass buffer strip between any operations or activities occurring on the property and the adjacent road to the north (3<sup>rd</sup> Avenue North) and the southerly property line. Owner shall also maintain and preserve the trees planted within said grass buffer strips and shall obtain, install and maintain suitable replacement trees in the event of any tree losses.
13. **DEFAULT.** If Seller defaults for a reason other than a failure to satisfy the contingencies set forth in paragraph 1 hereof or a title defect that cannot be cured within the time provided for herein, Buyer may enforce specific performance of this Agreement or may terminate and rescind the same and recover the down payment previously made. If Buyer defaults for a reason, Seller may enforce specific performance of this Agreement or pursue damages resulting from Buyer's breach.
14. **CLOSING.** Closing shall occur at The Title Resource Network, 300 NP Avenue, Fargo, North Dakota, at 1:00 p.m. on the 1<sup>st</sup> day of February, 2011, or such other time and/or at such other place as the parties may agree. At closing, the City shall execute and record against the property the Restrictive Covenants as described herein and shall execute and deliver its quitclaim deed to the Buyer and Buyer shall then take possession of the property.

13. **NO ASSIGNMENT.** This agreement may not be transferred or assigned without the written consent of the other party.

**Seller:**  
**CITY OF FARGO**

**Buyer:**  
**DAKOTA UNDERGROUND COMPANY**

x \_\_\_\_\_  
Dennis R. Walaker  
Its: Mayor  
Date: \_\_\_\_\_

x \_\_\_\_\_  
Jeff Johnson  
Its: President  
Date: \_\_\_\_\_

December 13, 2010

Honorable Board of City Commissioners - City Hall  
200 North Third Street  
Fargo, ND 58102

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Commissioners:

At the September 20, 2010 Commission Meeting, direction was given to have appropriate staff and Planning Commission review current watercourse setback, vegetative buffer, and tree preservation policies.

City forestry, planning, and Fargo Parks have researched, met, and discussed tree preservation ordinance development. This information was presented to the Planning Commission, and supported moving ahead, at their December 7, 2010 regular meeting.

Ordinance components may include:

- Establishment of Tree Preservation/Protection
- Preservation Designations and Standards
- Tree Preservation & Protection Plan
- Issuance of Land Disturbance Permit
- Replacement
- Permit Application, Review, and Appeal
- Non-Compliance
- Follow-up and administration
- Penalties/Violations
- Incentives and Credits
- Establishment of Tree Fund
- Non liability of city

Potential partners involved in developing ordinance:

- City – forestry, planning, engineering, attorney
- Fargo Park District
- Landscape Architect
- Local developer
- Home Builders Association
- General public

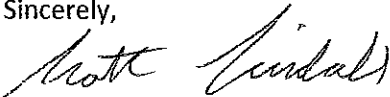
It is important to note that there will be many variables and unique local challenges in developing, adopting, and administering this ordinance such as site grading and elevation requirements, diversity of vegetation situations, and extent of private property involvement being three of the most prominent.

**Suggested motion:**

**Move to direct the City Forester, with input from partners, to confer with the City Attorney's Office to develop a Tree Preservation and Protection Ordinance.**

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl, City Forester

Cc: Ben Dow

Pat Zavoral  
commissionTPP.doc

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December 9, 2010

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

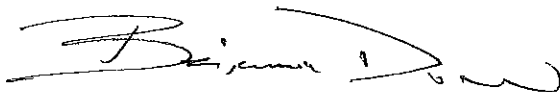
**RE: PUBLIC WORKS SNOW OPERATIONS**

Commissioners:

With a fresh start to our winter snow season and the white stuff already piling up it might be a good time for a Commission update on Public Works Winter Operations. We have been rapidly growing as a community for the last ten years and with the growth Public Works has been forced to try new techniques and products to provide the same level of service without a large expansion of our fleet or staff. In the past two years we have been diligently evaluating many aspects of our snow operations and have begun full implementation of items found to be beneficial.

I am requesting approximately a ten minute window at the December 13, 2010 commission meeting to cover a handful of items on Public Works Snow Fighting Tactics. Through this short presentation I hope to provide you with a full incite on what's in our toolbox of resources.

Respectfully submitted,



Benjamin Dow  
Public Works Director of Operations

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OFFICE OF THE CITY ADMINISTRATOR  
Pat Zavoral

MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS  
**FROM:** CITY ADMINISTRATOR PAT ZAVORAL  
**DATE:** DECEMBER 9, 2010  
**SUBJECT:** 2011 LEGISLATIVE LOBBYIST CONTRACT

Attached is a communication and proposed legislative lobbyist contract with John Olson for lobbyist services during the 2011 legislative session.

This proposed contract is identical to our contract with Mr. Olson for the 2009 session, and I am, therefore, recommending your approval.

**RECOMMENDED MOTION:** Approve the Lobbyist Agreement with John Olson for the 2011 legislative session.

zzlegislobbyist11



418 East Broadway, Suite 9 • Bismarck, ND 58501  
Phone: 701-222-3485 • Fax: 701-222-3485  
Email: olsonpc@midconetwork.com

December 7, 2010

Pat Zavoral  
City Administrator  
City of Fargo  
200 N. 3<sup>rd</sup> Street  
Fargo, ND 58102

**RE: 2011 North Dakota Legislative/Lobbyist Contract**

Dear Pat:

Enclosed herewith is the proposed contract agreement with the City of Fargo which is identical to the one that was in effect for the 2009 legislative session. I look forward to having more detailed discussions with you concerning Fargo's legislative priorities, as well as to explore all areas of interests that Fargo will have in the upcoming legislative session. You have indicated that several of your commissioners will be attending a League of Cities meeting in Bismarck and I hope that I get the opportunity to meet with them at that time. Following is a list of my current clients that you should review to make sure there are no conflicts:

BNSF Railroad  
Altria  
Otter Tail Power Company  
Montana Dakota Resources  
Xcel Energy  
Continental Resources, Inc. (oil drilling and exploration)  
Pharmacy Services Corporation  
Nextera Energy  
North Dakota Peace Officers Association  
North Dakota Board of Medical Examiners  
Monsanto Company

If you have any questions or concerns or if there are changes you deem necessary in the agreement, please let me know. If, you approve, please return a copy of the fully executed agreement. Otherwise, I look forward to working with you and other Fargo representatives in the next legislative session.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Olson". The signature is fluid and cursive, with a large initial "J" and "O".

John M. Olson  
Attorney at Law

*JMO/smj*

*enclosure*

**LOBBYIST AGREEMENT**

THIS AGREEMENT, made the day and year hereafter written, between the City of Fargo and John M. Olson, P.C., hereinafter called "Legislative Counsel";

WITNESSETH;

WHEREAS, the City of Fargo desires to retain John M. Olson as Legislative Counsel to advise and represent the City of Fargo on legislative matters from December 15, 2010, through May 15, 2011, for purposes of the interim and the 2011 North Dakota Legislative Session;

WHEREAS, Legislative Counsel desires to represent the City of Fargo;

NOW THEREFORE, the City of Fargo agrees to retain Legislative Counsel under the terms and conditions hereinafter set forth.

**SECTION ONE**  
**SCOPE OF WORK**

Legislative Counsel agrees to perform the following services for the City of Fargo:

1. To assist the City of Fargo in its lobbying efforts, reporting to those designated to receive reports on behalf of the City of Fargo.
2. To make a continuing effort to be well versed on any legislative initiatives for the City of Fargo.
3. To meet with the City of Fargo upon request and to attend meetings from time to time as may be required.
4. Legislative Counsel shall be authorized to employ additional persons under his personal supervision to assist him in the performance of his duties described herein.
5. Will not commit the City of Fargo to the expenditure of any additional funds without approval.

**SECTION TWO**  
**FEES**

The City of Fargo agrees to pay Legislative Counsel the total sum of \$30,000.00 for all services

rendered as follows:

1. For all lobbying, research and related services in preparation for, during and immediately after the 2011 North Dakota biennial legislative session.
  - A. Drafting of bills for possible City of Fargo sponsorship when requested by the City of Fargo in addition to daily lobbying functions during the 2011 Legislative Session.
  - B. Preparation for and attendance at selected legislative hearings when any City of Fargo matters pertaining to the interim and 2011 session of the North Dakota Legislature are to be considered.
2. This agreement shall be in effect from December 15, 2010, through May 15, 2011, and payment shall be made to Legislative Counsel in three equal installments of \$10,000.00 with the first installment to be made on or before February 1, 2011; the second installment due on March 1, 2011; and the third installment due on April 1, 2011.
3. In addition to the above fees, the City of Fargo agrees to reimburse Legislative Counsel for actual out-of-pocket expenses, such as long distance telephone calls, travel, meals and copy costs. Costs in excess of \$1,000.00, will require additional written approval by the City of Fargo obtained prior to additional expenditures being made.
4. Fees for services requiring Legislative Counsel to devote time in excess of 150 hours will be negotiated on a lump sum or hourly basis.
5. This agreement may be terminated at will, with or without cause, by either party upon written notice to the other. To the extent that termination, if any, occurs, in the middle of one of the three pay periods identified in paragraph 2 of this Section Two, above, Legislative Counsel shall be compensated on a pro-rata basis for work done on such partial pay period in an amount determined by dividing the pay period amount by the number of legislative days in session during the pay period and multiplying the quotient

by the number of days within said pay period that transpired prior to, and including, the date notice of termination is delivered.

IN WITNESS WHEREOF, the parties have hereunto signed their names this \_\_\_\_ day of December, 2010.

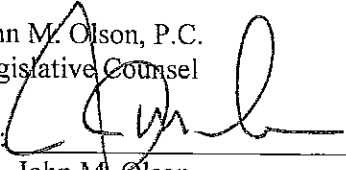
The City of Fargo

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

John M. Olson, P.C.  
Legislative Counsel

By:  \_\_\_\_\_

John M. Olson

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS  
FROM: MAYOR DENNIS R. WALAKER *Dennis Walaker*  
DATE: DECEMBER 2, 2010  
SUBJECT: APPOINTMENTS TO THE CITY HALL-AUDITORIUM COMMISSION

The terms of Dan Armbrust and Jim Deutsch on the City Hall-Auditorium Commission expire on January 1, 2011. Both Mr. Armbrust and Mr. Deutsch are willing to serve another term and I am recommending that they be reappointed.

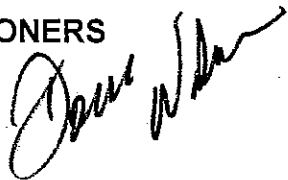
Your favorable consideration of this recommendation will be greatly appreciated.

**RECOMMENDED MOTION:** Approve the reappointment of Dan Armbrust and Jim Deutsch as members of the City Hall-Auditorium Commission for three-year terms ending January 1, 2014.

wwappt11chac

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS  
FROM: MAYOR DENNIS WALAKER   
DATE: DECEMBER 7, 2010  
SUBJECT: RENAISSANCE ZONE AUTHORITY REAPPOINTMENTS

The terms of Ron Robson and Doug Scraper on the Renaissance Zone Authority expire on January 1, 2011. Both Mr. Robson and Mr. Scraper are willing to serve another term, and I am recommending their reappointment.

Your favorable consideration of this recommendation is greatly appreciated.

**RECOMMENDED MOTION:** To approve the reappointment of Ron Robson and Doug Scraper as members of the Renaissance Zone Authority for three-year terms ending January 1, 2014.

wwappt11rza

(6c)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS  
FROM: MAYOR DENNIS WALAKER *Dennis Walaker*  
DATE: DECEMBER 8, 2010  
SUBJECT: BOARD OF HEALTH REAPPOINTMENTS

The terms of Dr. Richard Rohla and Dr. Nicholas Dorsher on the Board of Health expire on December 31, 2010.

Both Dr. Rohla and Dr. Dorsher have agreed to continue their service on the Board and I am recommending their reappointment for three-year terms.

Your favorable consideration of this recommendation will be greatly appreciated.

**RECOMMENDED MOTION:** To approve the reappointment of Dr. Richard Rohla and Dr. Nicholas Dorsher to the Board of Health for three-year terms ending December 31, 2013.

wwappt10boh