



(Updated) Horace City Council Meeting Agenda

Monday, February 5, 2024 – 6:00 pm
Fire Hall Event Center, 413 Main Street, Horace, ND 58047

1. Call to Order
2. Declare Quorum | Pledge
3. Approve Regular Agenda
4. Approve Consent Agenda
 - a. Vendor Invoices
 - b. Pledge Reports
 - c. Water ID 2020-6 (Water Replacement Project)
 - i. Semi-Final Progressive Estimate No. 13
 - d. Water, Sewer, and Street ID 2022-1 (Vistos Industrial Pavement)
 - i. Semi-Final Progressive Estimate No. 8
 - e. Storm and Street ID 2022-3 (Wall Avenue - Sheyenne River to Cass County Highway 17)
 - i. Semi-Final Progressive Estimate No. 8
 - f. Storm and Street ID 2022-4 (Wall Avenue - Sheyenne River to Cass County Highway 17)
 - i. Progressive Estimate No. 7
 - g. Sparks Addition
 - i. Rezone Ordinance – 2nd Reading
 - h. Deer Creek 3rd Addition
 - i. Rezone Ordinance – 2nd Reading
5. Approval of the City Council Meeting Minutes from January 16, 2024
6. Public Comment
7. Sheriff's Update | Craig Keller & Carson Quam, Cass County Sheriff's Office
8. Proclamation – Giving Hearts Day | Kory Peterson, Mayor
 - a. Discussion & Action
9. Gates – Grayhawk and Maple Lakes | Chris Mahoney, Fire Chief & Randy Hajek, President, Horace Rural Fire Protection District
 - a. Discussion



10. New Home Tax Abatement Extension Request | Brenton Holper, City Administrator & Naomi Burkland, City Council
 - a. Discussion & Action

11. Lost River Road Traffic Concerns | Jim Dahlman, City Engineer & Naomi Burkland, City Council
 - a. Discussion

12. Land Use Ordinance, Title IV - 1st Reading | Jace Hellman, Community Development Director
 - a. Public Hearing
 - b. Discussion & Action

13. Horace Water Tower Painting | Brenton Holper, City Administrator
 - a. Discussion & Action

14. Appointment to the Cass Clay Food Commission | Brenton Holper, City Administrator
 - a. Discussion & Action

15. Southdale Farms 6th Addition | Brenton Holper, City Administrator
 - a. ID Agreement
 - i. Discussion & Action

16. Sparks Addition | Brenton Holper, City Administrator
 - a. Purchase Agreement
 - i. Discussion & Action
 - b. ID Agreement
 - i. Discussion & Action

17. Water, Sewer, and Street ID 2022-1 (Vistos Industrial Pavement) | Jim Dahlman, City Engineer
 - a. Certificate of Substantial Completion
 - i. Discussion & Action

18. Water, Sewer, Storm, and Street Improvement District 2022-6 & Water, Sewer, Storm, and Street Improvement District 2022-7 | Jim Dahlman, City Engineer
 - a. Balancing Change Order No. 3
 - i. Discussion & Action

19. Sewer, Storm, and Street ID 2022-10 (Chestnut Drive Rehabilitation) | Jim Dahlman, City Engineer
 - a. Balancing Change Order No. 2
 - i. Discussion & Action

20. Water, Sewer, Storm, and Street ID 2023-2 (8th Ave. & Nelson Dr.) | Jim Dahlman, City Engineer
 - a. Resolution Approving the Preliminary Engineering Report
 - i. Discussion & Action
 - b. Resolution Accepting the Engineering Services Agreement
 - i. Discussion & Action
 - c. Resolution Directing the Engineer to Prepare Plans and Specifications
 - i. Discussion & Action



21. Water, Sewer, Storm, and Street ID 2020-1, 2021-1, 2020-4 (Various Final Asphalt Lifts) | Jim Dahlman, City Engineer
 - a. Resolution Approving the Plans and Specifications
 - i. Discussion & Action
 - b. Resolution Directing the Engineer to Advertise for Bids
 - i. Discussion & Action

22. Engineering/Public Works Report | Jim Dahlman, City Engineer
 - a. Construction Project Status

23. City Administrator Report | Brenton Holper, City Administrator

24. Portfolio Reports
 - a. Mayor Peterson
 - a. Councilmember Veit
 - b. Councilmember Burkland
 - c. Councilmember Landstrom
 - d. Councilmember Trudeau

25. Adjourn

The next City Council Meeting is scheduled for **Tuesday, February 20, 2024, at 6:00 pm**

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
*** Claim from another period (12/23) ****									
5173		272 BUSINESS ESSENTIALS	159.03						
	633084-1	01/17/24 Winter Jacket-Josh	75.23			501 4152	422		1130
	632523-1	01/17/24 Polos	83.80			501 4152	422		1130
		Total for Vendor:	159.03						
*** Claim from another period (12/23) ****									
5184		49 CASS RURAL WATER USERS	11,545.48						
	12650	01/25/24 8501 Memory Lane	29.70			501 4152	452		1130
	13948	Visto Industrial Pit	0.00			501 4152	452		1130
	22447	01/25/24 Vault	11,515.78			501 4152	452		1130
		Total for Vendor:	11,545.48						
5201		525 Christianson Companies, Inc.	7,000.00						
	REFUND 12/12/22	BL2022-0798 8034 Jacks Way	1,000.00			100 2150			1130
	REFUND 12/12/22	BL2022-0199 8034 Jacks Way	1,000.00			100 2150			1130
	REFUND 01/31/24	BL2022-0455 7994 Jacks Way-4	1,000.00			100 2150			1130
	REFUND 01/31/24	BL2022-0456 7954 Jacks Way-2	1,000.00			100 2150			1130
	REFUND 01/31/24	BL2022-0482 7911 Lakeview-2	1,000.00			100 2150			1130
	REFUND 01/31/24	BL2022-0484911 Lakeview-4	1,000.00			100 2150			1130
	REFUND 01/31/24	BL2022-0508 7951 Jacks Way#104	1,000.00			100 2150			1130
		Total for Vendor:	7,000.00						
*** Claim from another period (1/24) ****									
5193		56 CITY OF FARGO	70.00						
	454430	01/24/24 Wastewater Lab Testing	70.00			502 4152	431		1130
		Total for Vendor:	70.00						
5203		67 DABBERT CUSTOM HOMES	2,000.00						
Street Bond Refunds									
	REFUND 01/31/24	BL2022-0507 7794 Cub Creek Wa	1,000.00			100 2150			1130
	REFUND 01/31/24	BL2022-0318 7739 Cub Creek Wa	1,000.00			100 2150			1130
		Total for Vendor:	2,000.00						
*** Claim from another period (1/24) ****									
5186		457 DRN READITECH	1,973.98						
	2737600	01/01/24 Managed Services	1,744.00			100 4151	317		1130
	2737600	01/01/24 Telephone & Internet	229.98			100 4151	356		1130

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
		Terra Grdn 01/16/24 X528 2020-2 Terra Gardens	49.22			304 3633			1130
		Interest & Penalty							
		*** Claim from another period (1/24) ****							
5179		105 HORACE PARK DISTRICT	2,978.85						
		January 2024 10% share of state aid							
		10%Jan24 01/23/24 Rev. Share/State Aid	2,978.85			100 4154 770			1130
		Total for Vendor:	13,062.03						
5205		106 HORACE SENIOR CENTER	282.50						
		HD2023 02/01/23 Excess Food for Holly Days	282.50			100 4152 461			1130
		Total for Vendor:	282.50						
5202		530 HS Investments LLC	2,000.00						
		REFUND 01/31/24 BL2022-0063 759-765 United	1,000.00			100 2150			1130
		REFUND 01/31/24 BL2022-0065 771-777 United	1,000.00			100 2150			1130
		Total for Vendor:	2,000.00						
		*** Claim from another period (12/23) ****							
5177		116 INTERSTATE ENGINEERING	167,028.45						
		52285 11/17/23 2022-8 66th (6-64)	167,028.45			481 4319 315			1130
		Total for Vendor:	167,028.45						
		*** Claim from another period (1/24) ****							
5182		507 Jesse Knutson	276.50						
		ICC Region 01/26/24 Travel Per Diem ICC Region	276.50			100 4151 344			1130
		1/23/24-1/26/24							
		Total for Vendor:	276.50						
		*** Claim from another period (12/23) ****							
5174		569 Mama Ducks Cleaning Service	2,165.00						
		2817 12/01/23 Nov Cleaning	1,082.50			100 4151 310			1130
		2835 01/01/24 Dec Cleaning	1,082.50			100 4151 310			1130
		Total for Vendor:	2,165.00						
		*** Claim from another period (1/24) ****							
5194		145 MARCO TECHNOLOGIES LLC	466.07						
		520385154 01/17/24 Copier Lease & Overage	466.07			100 4151 332			1130
		Total for Vendor:	466.07						

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
*** Claim from another period (12/23) ****									
5188		365 MIDWEST INSPECTION SERVICES	1,520.00						
	2014 12/23/23	Building Code Support	1,080.00			100 4151	314		1130
	2021 01/31/24	Building Code Support	440.00			100 4151	314		1130
*** Claim from another period (1/24) ****									
5189		365 MIDWEST INSPECTION SERVICES	1,760.00						
	2021 01/31/24	Building Code Support	1,760.00			100 4151	314		1130
		Total for Vendor:	3,280.00						
*** Claim from another period (12/23) ****									
5196		165 ND SEWAGE PUMP	375.00						
	882534 01/19/24	service SA #6	375.00			502 4152	429		1130
		Total for Vendor:	375.00						
*** Claim from another period (1/24) ****									
5181		188 PETRO SERVE USA	936.98						
Diesel	769 01/18/24	Diesel	936.98			201 4151	385		1130
		Total for Vendor:	936.98						
*** Claim from another period (12/23) ****									
5197		281 PREMIUM WATERS, INC.	20.00						
	351616927 10/31/23	Drinking Water	10.00			100 4152	490		1130
	351627982 12/31/23	Drinking Water	10.00			100 4152	490		1130
*** Claim from another period (1/24) ****									
5198		281 PREMIUM WATERS, INC.	134.99						
	351644070 01/23/24	Drinking Water	134.99			100 4152	490		1130
		Total for Vendor:	154.99						
*** Claim from another period (8/23) ****									
4692		337 SCOTT'S SIGNS INC.	342.00						
	20357 08/14/23	Sign Rental - Bean Days	342.00			210 4151	319		1135
		Total for Vendor:	342.00						
*** Claim from another period (1/24) ****									
5190		581 SIGN SOLUTIONS	343.87						
	410113 01/29/24	You Betcha sign	343.87*			218 4152	421		1130
		Total for Vendor:	343.87						

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
		*** Claim from another period (1/24) ****							
5175		229 SWEENEY CONTROLS CO	804.19						
	18257	01/15/24 Mnthly Insight SCADA	804.19			501	4151	381	1130
		*** Claim from another period (12/23) ****							
5180		229 SWEENEY CONTROLS CO	50.81						
	18257	01/15/24 Mnthly Insight SCADA	50.81			501	4151	381	1130
		*** Claim from another period (12/23) ****							
5191		229 SWEENEY CONTROLS CO	855.00						
	18239	12/28/23 Mnthly Insight SCADA	855.00			501	4151	381	1130
		Total for Vendor:	1,710.00						
		*** Claim from another period (1/24) ****							
5192		242 TRUNORTH DYNAMICS	149.00						
	114179	01/31/24 Njevity to go Remote desktop	149.00			100	4151	310	1130
		Total for Vendor:	149.00						
		# of Claims	32	Total:	245,686.42	# of Vendors	24		



Pledge Report

As of: 1/26/2024

Prepared for: **City of Horace**

	<u>1/26/2024</u>	<u>12/26/2023</u>	<u>Variance</u>
NonInterest Bearing Balances	-	-	-
FDIC Insurance	250,000.00	250,000.00	
Uninsured NonInterest Bearing*	-	-	-
Interest Bearing Balances	3,190,342.83	3,182,870.06	7,472.77
FDIC Insurance	250,000.00	250,000.00	
Uninsured Interest Bearing*	2,940,342.83	2,932,870.06	7,472.77
*Total Uninsured Deposits	2,940,342.83	2,932,870.06	7,472.77
X 110%	3,234,377.11	3,226,157.07	8,220.05
Pledged Securities (Market Value)	5,370,166.89	5,445,828.60	(75,661.71)
Pledge Changes in Process			
Pledge Excess (Shortage)	2,135,789.78	2,219,671.53	(83,881.76)

Thank you for banking with Starion Bank! If you have any questions on this pledge report, please email financialoperations@starionbank.com.

Pledges By Pledgee And Maturity



Pledged To: CITY OF HORACE

Starion Bank - Mandan, ND

As Of 1/31/2024

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
WELL: WELLS FARGO	3128MDMY6	AFS	FHLMC 15YR 08/01/27	G14675 4.00		1,500,000.00 100.00%	1,500,000.00	65,555.48	67,237.88	62,909.01
WELL: WELLS FARGO	3138WEQE2	AFS	FNMA 15YR 05/01/30	AS4952 3.00		2,650,000.00 100.00%	2,650,000.00	399,409.56	398,572.53	379,770.59
WELL: WELLS FARGO	3132XGJS6	AFS	FR WN2072 10/01/30	WN2072 1.21		1,500,000.00 100.00%	1,500,000.00	1,500,000.00	1,497,095.63	1,212,900.00
WELL: WELLS FARGO	3137H2XY5	AFS	FHR 5154 DV 02/25/33	2.50		1,900,000.00 100.00%	1,900,000.00	1,553,577.86	1,625,972.30	1,421,026.60
WELL: WELLS FARGO	536435EM8	AFS	LISBON PUB SD#19 ND 33 08/01/33	2.00	Aa2	315,000.00 100.00%	315,000.00	315,000.00	317,027.35	279,238.05
WELL: WELLS FARGO	604366EG5	AFS	MINOT -C -TXBL -REF ND 34 10/01/34	1.65	Aa2	410,000.00 100.00%	410,000.00	410,000.00	410,000.00	298,898.20
WELL: WELLS FARGO	3140X9NT8	AFS	FNMA 15YR 01/01/36	FM5801 2.50		1,550,000.00 100.00%	1,550,000.00	965,401.40	1,018,021.76	892,542.56
WELL: WELLS FARGO	3137AMNN3	AFS	FHR 4012 JK 12/15/40	3.50		1,000,000.00 100.00%	1,000,000.00	4,072.33	4,073.41	4,055.55
WELL: WELLS FARGO	3136AGY30	AFS	FNR 2013-117 PA 02/25/43	4.00		1,050,000.00 100.00%	1,050,000.00	42,698.57	43,234.65	41,563.64
WELL: WELLS FARGO	3137FB5K8	AFS	FHR 4717 PA 04/15/45	3.00		3,266,735.00 100.00%	3,266,735.00	826,435.61	844,388.12	777,262.69
10 Securities Pledged To: 519 - CITY OF HORACE							15,141,735.00	6,082,150.81	6,225,623.63	5,370,166.89

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.



February 5th, 2024

Brenton Holper, City Administrator
City of Horace
215 Park Drive E
PO Box 99
Horace, ND 58047-0099
Via email: bholper@cityofhorace.com

RE: Water Improvement District No. 2020-6
Horace Proper Water System Replacement
DWSRF Project No. 0900488-16-1
Horace, ND
W20-00-100

Dear Mr. Holper,

Attached please find Semi-Final Progressive Estimate No. 14 in the amount of \$98,865.48 for work completed by KPH Inc. regarding the above referenced project.

This office has prepared the attached estimate and recommends the City Council approve the same. After the progressive estimate has been approved, it should be signed by the mayor and returned to our Horace office for distribution. A copy should be kept for your records.

Should you have any questions or require any additional information regarding this matter, do not hesitate to contact me at (701) 532-0438.

Your Very Truly,

INTERSTATE ENGINEERING, INC.

James A. Dahlman, PE

JD/iaj

Attachment

CC:

KPH Inc. (via email. eric@kphinc.net, office@kphinc.net)
City of Horace Finance (via email. finance@cityofhorace.com, bpacht@cityofhorace.com)



**PROGRESSIVE ESTIMATE
OF
WORK COMPLETED**

**SEMI FINAL
Fourteen (14)**

PROJECT: Water Improvement District No. 2020-6
DWSRF Project No. 0900488-16-01
Horace Proper Water System Replacement
Horace, ND

ESTIMATE No: _____
 Completion Date: 10/17/2022

PROJECT No.: W20-00-100
 LOCATION: Horace, ND

FROM DATE 6/25/2023
 TO DATE 12/31/2023

CONTRACTOR: KPH, Inc.
9530 39th Street South
Fargo, North Dakota 58104

CONTRACT COST \$4,159,153.51
 STARTING DATE 8/17/2021
 TOTAL % WORK COMPLETE 101.2%
 *Includes CO 1- CO 4

TOTAL COSTS TO DATE	<u>\$4,208,553.48</u>
Work Completed	<u>\$4,208,553.48</u>
Material in Storage To Date	<u>\$0.00</u>
LESS RETAINAGE	<u>\$207,957.68</u>
TOTAL COSTS DUE	<u>\$4,000,595.80</u>
LESS COSTS PAID IN PREVIOUS ESTIMATES	<u>\$3,901,730.32</u>
NET COST DUE THIS ESTIMATE	<u>\$98,865.48</u>

CERTIFICATIONS AND APPROVAL

Certified as to Form, Quantities of Work, Price and Extensions:

INTERSTATE ENGINEERING, INC.



TITLE: Project Engineer

DATE: 1/29/2024

Certified as to Quantities Complete:

KPH, INC.



TITLE: Project Manager

DATE: 1/29/24

Estimate Approved:

CITY OF HORACE

TITLE: _____

DATE: _____

**PROGRESSIVE ESTIMATE No. 14 - Semi Final
 WATER IMPROVEMENT DISTRICT NO. 2020-6
 DWSRF PROJECT NO. 0900488-16-01
 HORACE PROPER WATER SYSTEM REPLACEMENT
 HORACE, NORTH DAKOTA**

Item No.	Description	Total Units Bid	UNIT	Bid Price Per Unit	Previous Quantities	Current Quantities	Total Quantities Used	Value of Work Installed to Date	Previous Material in Storage	Current Material in Storage	Amount Due
BASE BID											
1	4" PVC Pipe Watermain	50	LF	\$ 70.00	62.00		62.00	\$ 4,340.00	\$ -	\$ -	\$ 4,340.00
2	6" PVC Pipe Watermain	15,089	LF	\$ 50.00	14,835.40		14,835.40	\$ 741,770.00	\$ 157,302.60	\$ -	\$ 741,770.00
3	6" Cured In Place Pipe	2,314	LF	\$ 150.00	2,174.00		2,174.00	\$ 326,100.00	\$ -	\$ -	\$ 326,100.00
4	6" PVC Pipe Watermain Directionally Drilled	1,810	LF	\$ 60.00	1,831.00		1,831.00	\$ 109,860.00	\$ 14,052.74	\$ -	\$ 109,860.00
5	8" PVC Pipe Watermain	1,684	LF	\$ 50.00	1,686.00		1,686.00	\$ 84,300.00	\$ 32,228.50	\$ -	\$ 84,300.00
6	4" Gate Valve and Box	1	EA	\$ 2,400.00	1.00		1.00	\$ 2,400.00	\$ 1,598.40	\$ -	\$ 2,400.00
7	6" Gate Valve and Box	101	EA	\$ 2,900.00	107.00		107.00	\$ 310,300.00	\$ 115,064.56	\$ -	\$ 310,300.00
8	6" Inserting Gate Valve and Box	4	EA	\$ 8,150.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
9	8" Gate Valve and Box	3	EA	\$ 3,100.00	3.00		3.00	\$ 9,300.00	\$ 4,856.52	\$ 0.00	\$ 9,300.00
10	6" Fire Hydrant	32	EA	\$ 5,500.00	33.00		33.00	\$ 181,500.00	\$ 133,061.01	\$ -	\$ 181,500.00
11	Ductile Iron Fittings	5,639	LBS	\$ 16.00	6,136.00		6,136.00	\$ 98,176.00	\$ 32,511.87	\$ -	\$ 98,176.00
12	Rock Excavation	300	CY	\$ 0.10	0.00		0.00	\$ -	\$ -	\$ -	\$ -
13	6" Straight and Transition Couplings	70	EA	\$ 1,250.00	107.00		107.00	\$ 133,750.00	\$ 40,988.26	\$ -	\$ 133,750.00
14	8" Straight and Transition Couplings	3	EA	\$ 1,350.00	5.00		5.00	\$ 6,750.00	\$ 1,618.08	\$ -	\$ 6,750.00
15	Reconnect Water Service Line	206	EA	\$ 1,200.00	206.00		206.00	\$ 247,200.00	\$ 104,067.30	\$ -	\$ 247,200.00
16	1" Poly Water Service Pipe	3,068	LF	\$ 10.00	2,759.00		2,759.00	\$ 27,590.00	\$ -	\$ -	\$ 27,590.00
17	Aggregate Surface Course CL 5	194	CY	\$ 45.00	113.80		113.80	\$ 5,121.00	\$ -	\$ -	\$ 5,121.00
18	Pavement Removal	10,244	SY	\$ 10.00	9,707.97		9,707.97	\$ 97,079.70	\$ -	\$ -	\$ 97,079.70
19	Pavement Replacement	10,244	SY	\$ 38.00	9,878.58	739.47	10,618.05	\$ 403,485.90	\$ -	\$ -	\$ 403,485.90
20	Locate Unfound Curb Stop	15	EA	\$ 1,000.00	10.00		10.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
21	Highway Crossing Casing	1	EA	\$ 11,500.00	1.00		1.00	\$ 11,500.00	\$ -	\$ -	\$ 11,500.00
22	Remove and Replace Curb Stop and Box	204	EA	\$ 1,500.00	204.00		204.00	\$ 306,000.00	\$ -	\$ -	\$ 306,000.00
23	Driveway Concrete	296	SY	\$ 140.00	413.30	18.70	432.00	\$ 60,480.00	\$ -	\$ -	\$ 60,480.00
24	Sidewalk Concrete	31	SY	\$ 140.00	8.00		8.00	\$ 1,120.00	\$ -	\$ -	\$ 1,120.00
25	Curb and Gutter	12	LF	\$ 125.00	14.50		14.50	\$ 1,812.50	\$ -	\$ -	\$ 1,812.50
26	Mobilization	1	LSUM	\$ 400,000.00	1.00		1.00	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00
27	Railway Protection Insurance - 2 Locations	1	LSUM	\$ 4,000.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
28	Construction Traffic Control	1	LSUM	\$ 100,000.00	1.00		1.00	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
29	Seeding and HydroMulching	13,655	SY	\$ 2.00	7,864.70	12,393.66	20,258.36	\$ 40,516.72	\$ -	\$ -	\$ 40,516.72
30	Fiber Rolls 12 IN	300	LF	\$ 3.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
31	Exploratory Excavation	50	HR	\$ 600.00	54.00		54.00	\$ 32,400.00	\$ -	\$ -	\$ 32,400.00
32	Meter Pit	2	EA	\$ 40,000.00	2.00		2.00	\$ 80,000.00	\$ 7,814.87	\$ -	\$ 80,000.00
33	Existing Crossing Casing	1	LSUM	\$ 11,500.00	1.00		1.00	\$ 11,500.00	\$ 3,704.54	\$ -	\$ 11,500.00
34	Testing Laboratory Services	1	LSUM	\$ 50,000.00	0.299560		0.299560	\$ 14,978.00	\$ -	\$ -	\$ 14,978.00
CHANGE ORDER NO. 1											
35	8" PVC Pipe Watermain Directionally Drilled	1,000	LF	\$ 65.00	1,174.00		1,174.00	\$ 76,310.00	\$ -	\$ -	\$ 76,310.00
36	2" Poly Water Service Pipe	20	LF	\$ 15.00	20.00		20.00	\$ 300.00	\$ -	\$ -	\$ 300.00
37	Reconnect 2" Water Service Line	1	EA	\$ 1,500.00	1.00		1.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
38	Remove and Replace 2" Curb Stop and Box	1	EA	\$ 1,800.00	1.00		1.00	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00
39	Exploratory Excavation - Hydrovac	40	HR	\$ 500.00	35.00		35.00	\$ 17,500.00	\$ -	\$ -	\$ 17,500.00
40	KPH Work Order 1 - Bore Water Service	1	LSUM	\$ 5,340.00	1.00		1.00	\$ 5,340.00	\$ -	\$ -	\$ 5,340.00
41	Mobilization	1	LSUM	\$ 500.00	1.00		1.00	\$ 500.00	\$ -	\$ -	\$ 500.00
CHANGE ORDER NO. 2											
42	1" Directionally Drilled Service Line	673	LF	\$ 35.00	1,001.00		1,001.00	\$ 35,035.00	\$ -	\$ -	\$ 35,035.00
43	1" Corporation Stop	8	EA	\$ 500.00	9.00		9.00	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
44	Curb Stop and Box	8	EA	\$ 1,500.00	10.00		10.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
45	Interior Plumbing Connection	9	EA	\$ -	0.00		0.00	\$ -	\$ -	\$ -	\$ -
46	Remove and Replace PCC Pavement	114	SY	\$ 150.00	273.80		273.80	\$ 41,070.00	\$ -	\$ -	\$ 41,070.00
47	Remove and Replace Curb and Gutter	124	LF	\$ 135.00	93.50		93.50	\$ 12,622.50	\$ -	\$ -	\$ 12,622.50
48	4IN Preformed Patterned Pvmnt Mk - Grooved	88	LF	\$ 5.00	179.50		179.50	\$ 897.50	\$ -	\$ -	\$ 897.50
49	Detectable Warning Panel	15	SF	\$ 50.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
50	Abandon Watermain and Appurtenance	1	LSUM	\$ 6,170.00	0.00	1.00	1.00	\$ 6,170.00	\$ -	\$ -	\$ 6,170.00
51	Construction Traffic Control	1	LSUM	\$ 5,000.00	1.00		1.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
52	Unit Price Increase - Bid Item 4	892	LF	\$ 10.00	885.00		885.00	\$ 8,850.00	\$ -	\$ -	\$ 8,850.00
CHANGE ORDER NO. 3											
53	Unit Price Increase - Bid Item 19	10,244	SY	\$ 3.00	9,878.58	739.47	10,618.05	\$ 31,854.15	\$ -	\$ -	\$ 31,854.15
54	Unit Price Increase - Bid Item 3	2,174	LF	\$ 20.13	2,174.00		2,174.00	\$ 43,762.62	\$ -	\$ -	\$ 43,762.62
55	Existing Utility Repair and Delay	1	LSUM	\$ 6,240.00	1.00		1.00	\$ 6,240.00	\$ -	\$ -	\$ 6,240.00
CHANGE ORDER NO. 4											
56	KPH Work Order - Meter Pit Installation	1	LSUM	\$ 34,971.89	0.00	1.00	1.00	\$ 34,971.89	\$ -	\$ -	\$ 34,971.89
								\$ 4,208,553.48	\$ 648,869.25	\$ 0.00	\$ 4,208,553.48

Quantities Adjusted - CO1 to CO2

Base Bid \$ 3,859,329.82
 Change Order No.1 \$ 103,250.00
 Change Order No.2 \$ 129,145.00
 Change Order No.3 \$ 81,856.77
 Change Order No.4 \$ 34,971.89
TOTAL DUE TO DATE \$ 4,208,553.48



February 5th, 2024

Brenton Holper, City Administrator
City of Horace
215 Park Drive E
PO Box 99
Horace, ND 58047-0099
Via email: bholper@cityofhorace.com

RE: Water, Sewer, and Street Improvement
District No. 2022-1
Visto Industrial Additions Pavement
Horace, ND
ER22-00-021

Dear Mr. Holper,

Attached please find Semi-Final Progressive Estimate No. 8 in the amount of \$66,234.00 for work completed All Finish Concrete, Inc. regarding the above referenced project.

This office has prepared the attached estimate and recommends the City Council approve the same. After the progressive estimate has been approved, it should be signed by the mayor and returned to our Horace office for distribution. A copy should be kept for your records.

Should you have any questions or require any additional information regarding this matter, do not hesitate to contact me at (701) 532-0438.

Yours Very Truly,

INTERSTATE ENGINEERING, INC.

A handwritten signature in blue ink that reads 'James A. Dahlman'.

James A. Dahlman, PE

JD/iaj

Attachment

CC:

All Finish Concrete, Inc. (via email. scotta@allfinsihconcrete.com)

City of Horace Finance (via email. finance@cityofhorace.com, bpacht@cityofhorace.com)



**PROGRESSIVE ESTIMATE
OF
WORK COMPLETED**

SEMI FINAL

PROJECT: Water, Sewer, and Street ID No. 2022-1
Visto Industrial Additions Pavement
Horace, ND

ESTIMATE No: Eight (8)
 Final Completion Date: 10/29/2023
 Substantial Completion Date: 10/15/2023

PROJECT No.: ER22-00-021
 LOCATION: Horace, ND

FROM DATE 11/19/2023
 TO DATE 1/20/2024

CONTRACTOR: All Finish Concrete, Inc.
801 Christianson Dr. W
West Fargo, ND 58078

CONTRACT COST \$3,863,690.16
 STARTING DATE 8/10/2022
 TOTAL % COMPLETE 95.1%
 *Includes CO 1 - CO 2

TOTAL COSTS TO DATE	<u>\$3,674,018.46</u>	
Work Completed	<u>\$3,674,018.46</u>	
Material in Storage To Date	<u>\$0.00</u>	
LESS RETAINAGE (2.5%)	<u>\$96,592.25</u>	
LESS LIQUIDATED DAMAGES	<u>\$0.00</u>	Days
Substantial (\$2,300.00/Day)	<u>\$0.00</u>	0
Final (\$1,600.00/Day)	<u>\$0.00</u>	0
TOTAL COSTS DUE	<u>\$3,577,426.21</u>	
LESS COSTS PAID IN PREVIOUS ESTIMATES	<u>\$3,511,192.21</u>	
NET COST DUE THIS ESTIMATE	<u>\$66,234.00</u>	

CERTIFICATIONS AND APPROVAL

Certified as to Form, Quantities of Work, Price and Extensions:

INTERSTATE ENGINEERING, INC.



TITLE: Project Engineer

DATE: 1/31/2024

Certified as to Quantities Complete:

All Finish Concrete, Inc.



TITLE: VICE PRESIDENT

DATE: 1-31-2024

Estimate Approved:

CITY OF HORACE

TITLE: _____

DATE: _____

Item No.	Description	Total Units Bid	UNIT	Bid Price Per Unit	Previous Quantities	Current Quantities	Total Quantities Used	Value of Work Installed to Date	Previous Material in Storage	Current Material in Storage	Amount	Due
BASE BID												
1	8 Inch Non-Reinf Concrete PVMT CL AE-Doweled	29,884	SY	\$ 70.00	29,625.00		29,625.00	\$ 2,073,750.00	\$ 264,517.87	\$ -	\$ 2,073,750.00	
2	Driveway Concrete	740	SY	\$ 88.00	745.00		745.00	\$ 65,560.00	\$ -	\$ -	\$ 65,560.00	
3	Reshape Aggregate Base Course	29,930	SY	\$ 2.00	14,741.00		14,741.00	\$ 29,482.00	\$ -	\$ -	\$ 29,482.00	
4	Aggregate Base Course CL 5	2,025	CY	\$ 43.00	2,508.00		2,508.00	\$ 107,844.00	\$ -	\$ -	\$ 107,844.00	
5	Cement stabilized Subgrade	8,330	SY	\$ 6.00	7,000.00		7,000.00	\$ 42,000.00	\$ -	\$ -	\$ 42,000.00	
6	Portland Cement	270	TON	\$ 485.00	195.15		195.15	\$ 94,647.75	\$ -	\$ -	\$ 94,647.75	
7	Pavement Removal	60	SY	\$ 23.00	248.00		248.00	\$ 5,704.00	\$ -	\$ -	\$ 5,704.00	
8	Valley Gutter	45	LF	\$ 62.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -	
9	8" X 6" Saddle Wye	24	EA	\$ 2,100.00	20.00		20.00	\$ 42,000.00	\$ -	\$ -	\$ 42,000.00	
10	6" Sanitary Sewer Service Pipe	1,100	LF	\$ 44.00	903.00		903.00	\$ 39,732.00	\$ -	\$ -	\$ 39,732.00	
11	Televise Sanitary Sewer Service	24	EA	\$ 95.00	20.00		20.00	\$ 1,900.00	\$ -	\$ -	\$ 1,900.00	
12	4" PVC Water Service Pipe	1,200	LF	\$ 46.00	931.00	79.00	1,010.00	\$ 46,460.00	\$ -	\$ -	\$ 46,460.00	
13	4" Wet Tap Connection	24	EA	\$ 5,400.00	19.00	2.00	21.00	\$ 113,400.00	\$ -	\$ -	\$ 113,400.00	
14	4" Gate Valve and Box	24	EA	\$ 2,750.00	19.00	2.00	21.00	\$ 57,750.00	\$ -	\$ -	\$ 57,750.00	
15	Adjust Gate Valve	15	EA	\$ 250.00	14.00		14.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	
16	Manhole Casting	18	EA	\$ 2,700.00	17.00		17.00	\$ 45,900.00	\$ -	\$ -	\$ 45,900.00	
17	Pipe CORR Steel 0.064 IN 12 IN	0	LF	\$ 80.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -	
18	End Section CORR Steel 0.064 IN 12 IN	0	EA	\$ 650.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -	
19	Borrow	10	CY	\$ 105.00	10.00		10.00	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00	
20	Topsoil	105	CY	\$ 90.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -	
21	Seeding and Straw Mulch	4,340	SY	\$ 1.10	0.00		0.00	\$ -	\$ -	\$ -	\$ -	
22	ECB Type 2	54	SY	\$ 6.25	0.00		0.00	\$ -	\$ -	\$ -	\$ -	
23	Fiber Rolls 12IN	77	LF	\$ 5.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -	
24	Mobilization	1	LS	\$ 244,000.00	1.00		1.00	\$ 244,000.00	\$ -	\$ -	\$ 244,000.00	
25	Construction Traffic Control	1	LS	\$ 12,000.00	1.00		1.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	
26	Testing Laboratory Services	1	LS	\$ 10,000.00	2,591.794		2,591.794	\$ 25,917.94	\$ -	\$ -	\$ 25,917.94	
CHANGE ORDER NO. 1												
27	Remove and Replace Asphalt - Full Depth	71	SY	\$ 289.62	76.70		76.70	\$ 22,213.85	\$ -	\$ -	\$ 22,213.85	
28	Traffic Control	1	LSUM	\$ 1,696.25	1.00		1.00	\$ 1,696.25	\$ -	\$ -	\$ 1,696.25	
29	Subgrade Repair - 9"	2,800	SY	\$ 32.50	2,636.00		2,636.00	\$ 85,670.00	\$ -	\$ -	\$ 85,670.00	
CHANGE ORDER NO. 2												
30	Cement stabilized Subgrade	16,383	SY	\$ 7.00	16,383.00		16,383.00	\$ 114,681.00	\$ -	\$ -	\$ 114,681.00	
31	Portland Cement	528	TON	\$ 485.00	400.10		400.10	\$ 194,048.50	\$ -	\$ -	\$ 194,048.50	
32	Mobilization for Cement Treatment	1	LSUM	\$ 18,850.00	1.00		1.00	\$ 18,850.00	\$ -	\$ -	\$ 18,850.00	
33	Aggregate Shouldering	323	CY	\$ 65.49	323.00		323.00	\$ 21,153.27	\$ -	\$ -	\$ 21,153.27	
34	Topsoil Spreading	4,766	LF	\$ 8.40	4,766.00		4,766.00	\$ 40,034.40	\$ -	\$ -	\$ 40,034.40	
35	Topsoil Spreading and Reshaping Inslope	1,298	LF	\$ 16.80	1,298.00		1,298.00	\$ 21,806.40	\$ -	\$ -	\$ 21,806.40	
36	Seeding and Hydromulch	1,589	SY	\$ 3.26	1,589.00		1,589.00	\$ 5,180.14	\$ -	\$ -	\$ 5,180.14	
37	Unit Price Increase - Bid Item 1	14,791	SY	\$ 5.08	14,532.00		14,532.00	\$ 73,822.56	\$ -	\$ -	\$ 73,822.56	
38	Mobilization for Paving	1	LSUM	\$ 17,700.00	1.00		1.00	\$ 17,700.00	\$ -	\$ -	\$ 17,700.00	
39	Unit Price Increase - Bid Item 2	607	SY	\$ 3.70	612.00		612.00	\$ 2,264.40	\$ -	\$ -	\$ 2,264.40	
40	Mobilization for Seeding	1	LSUM	\$ 2,300.00	1.00		1.00	\$ 2,300.00	\$ -	\$ -	\$ 2,300.00	
								\$ 3,674,018.46	\$ 264,517.87	\$ -	\$ 3,674,018.46	

Quantities Amended - CO1

Base Bid \$ 3,052,597.69
Change Order No. 1 \$ 109,580.10
Change Order No. 2 \$ 511,840.67
TOTAL DUE TO DATE \$ 3,674,018.46



February 5th, 2024

Brenton Holper, City Administrator
City of Horace
215 Park Drive E
PO Box 99
Horace, ND 58047-0099
Via email: bholper@cityofhorace.com

RE: Storm and Street ID No. 2022-3
Wall Avenue (Sheyenne River to Cass County 17)
Horace, ND
W20-00-018

Dear Mr. Holper,

Attached please find Semi-Final Progressive Estimate No. 8 in the amount of \$62,267.77 for work completed by Dakota Underground, Co. regarding the above referenced project.

This office has prepared the attached estimate and recommends the City Council approve the same. After the progressive estimate has been approved, it should be signed by the mayor and returned to our Horace office for distribution. A copy should be kept for your records.

Should you have any questions or require any additional information regarding this matter, do not hesitate to contact me at (701) 532-0438.

Regards,

INTERSTATE ENGINEERING, INC.

A handwritten signature in blue ink that reads 'James A. Dahlman'.

James A. Dahlman, PE

JD/iaj

Attachment

CC:

Dakota Underground, Co. (via email. jared@dakotaunderground.net)
City of Horace Finance (via email. finance@cityofhorace.com, bpacht@cityofhorace.com)



**SEMI-FINAL PROGRESSIVE ESTIMATE
OF
WORK COMPLETED**

PROJECT: Storm and Street
Improvement District No. 2022-03
Wall Ave East (Sheyenne River to Cass County 17)
Horace, ND

ESTIMATE No: **Eight (8)**
Completion Date: 12/16/2023

PROJECT No.: W20-00-018
LOCATION: Horace, ND

FROM DATE 12/31/2023
TO DATE 1/20/2024

CONTRACTOR: Dakota Underground Company
4001 15h Avenue NW
Fargo, North Dakota 58102

CONTRACT COST* \$3,423,655.96
STARTING DATE 5/29/2023

TOTAL % COMPLETE 99%
TOTAL % TIME USED 100%

* INCLUDES CHANGE ORDER NO. 1-3

TOTAL COSTS TO DATE	<u>\$3,391,518.88</u>
LESS RETAINAGE	<u>\$10,000.00</u>
TOTAL COSTS DUE	<u>\$3,381,518.88</u>
LESS COSTS PAID IN PREVIOUS ESTIMATES	<u>\$3,319,251.11</u>
NET COST DUE THIS ESTIMATE	<u>\$62,267.77</u>

CERTIFICATIONS AND APPROVAL

Certified as to Form, Quantities of Work, Price and Extensions:

INTERSTATE ENGINEERING, INC.

Jared Heller, PE
TITLE: Project Manager
DATE: 1/31/2024

Certified as to Quantities Complete:

DAKOTA UNDERGORUND COMPANY

Danna Williams
TITLE: Project Engineer
DATE: 1/31/2024

Estimate Approved:

CITY OF HORACE

TITLE: _____
DATE: _____

SEMI-FINAL PROGRESSIVE ESTIMATE No. 8
STORM AND STREET IMPROVEMENT DISTRICT No. 2022-03
Wall Avenue (Sheyenne River to Cass County 17)
HORACE, NORTH DAKOTA

Item No.	Description	Total Units Bid	UNIT	Bid Price Per Unit	Previous Quantities	Current Quantities	Total Quantities Used	Value of Work Installed to Date	Previous Material In Storage	Current Material In Storage	Amount	Due
BASE BID												
1	CONTRACT BOND	1	LSUM	\$20,000.00	1		1	\$ 20,000.00	\$ -	\$ -	\$ -	20,000.00
2	MOBILIZATION	1	LSUM	\$450,000.00	1		1	\$ 450,000.00	\$ -	\$ -	\$ -	450,000.00
3	CLEARING & GRUBBING	1	LSUM	\$50,000.00	1		1	\$ 50,000.00	\$ -	\$ -	\$ -	50,000.00
4	REMOVAL OF TREES ALL TYPES AND SIZES	22	EA	\$1,500.00	22		22	\$ 33,000.00	\$ -	\$ -	\$ -	33,000.00
5	REMOVAL OF BITUMINOUS SURFACING	4,361	SY	\$15.00	4,656		4,656	\$ 68,340.00	\$ -	\$ -	\$ -	68,340.00
6	REMOVAL OF PIPE ALL TYPES AND SIZES	126	LF	\$70.00	82		82	\$ 5,740.00	\$ -	\$ -	\$ -	5,740.00
7	FENCE REMOVE & RESET	231	LF	\$80.00	115.5		115.5	\$ 9,240.00	\$ -	\$ -	\$ -	9,240.00
8	REMOVE & SALVAGE RIPRAP - LOOSE ROCK	38	CY	\$225.00	64.8		64.8	\$ 14,580.00	\$ -	\$ -	\$ -	14,580.00
9	RIPRAP GRADE II	36	CY	\$200.00	38.0		38.0	\$ 7,600.00	\$ -	\$ -	\$ -	7,600.00
10	COMMON EXCAVATION	3,329	CY	\$20.00	3,329		3,329	\$ 66,580.00	\$ -	\$ -	\$ -	66,580.00
11	REMOVE & SALVAGE TOPSOIL	7,448	SY	\$6.00	7,448		7,448	\$ 44,688.00	\$ -	\$ -	\$ -	44,688.00
12	SUBGRADE PREPARATION-TYPE A-12IN	13	STA	\$1,850.00	13		13	\$ 24,050.00	\$ -	\$ -	\$ -	24,050.00
13	SEEDING CLASS II	1	ACRE	\$4,200.00	1	0.2	1	\$ 5,040.00	\$ -	\$ -	\$ -	5,040.00
14	STRAW MULCH	1	ACRE	\$385.00	0		0	\$ -	\$ -	\$ -	\$ -	-
15	HYDRAULIC MULCH	4,735	SY	\$0.70	4,735	942.9	5,678	\$ 3,974.53	\$ -	\$ -	\$ -	3,974.53
16	FIBER ROLLS 12IN	5,248	LF	\$2.65	0		0	\$ -	\$ -	\$ -	\$ -	-
17	REMOVE FIBER ROLLS 12IN	5,088	LF	\$0.40	0		0	\$ -	\$ -	\$ -	\$ -	-
18	FLOTATION SILT CURTAIN	130	LF	\$20.00	225		225	\$ 4,500.00	\$ -	\$ -	\$ -	4,500.00
19	REMOVAL FLOTATION SILT CURTAIN	130	LF	\$3.30	225		225	\$ 742.50	\$ -	\$ -	\$ -	742.50
20	AGGREGATE BASE COURSE CL 5	1,969	CY	\$70.00	1,969		1,969	\$ 137,830.00	\$ -	\$ -	\$ -	137,830.00
21	TEMPORARY TRAFFIC SURFACE AGGREGATE	929	TON	\$50.00	929		929	\$ 46,450.00	\$ -	\$ -	\$ -	46,450.00
22	CONCRETE BRIDGE APPROACH SLAB*	64	SY	\$650.00	64		64	\$ 41,600.00	\$ -	\$ -	\$ -	41,600.00
23	PEDESTRIAN RAILING 42"	250	LF	\$500.00	250		250	\$ 125,000.00	\$ -	\$ -	\$ -	125,000.00
24	CONCRETE MODULAR BLOCK RETAINING WALL	165	SY	\$510.00	169		169.73	\$ 85,052.30	\$ -	\$ -	\$ -	86,052.30
25	TRAFFIC CONTROL	1	LSUM	\$20,000.00	1		1	\$ 20,000.00	\$ -	\$ -	\$ -	20,000.00
26	INLET PROTECTION-SPECIAL	9	EA	\$250.00	9		9	\$ 2,250.00	\$ -	\$ -	\$ -	2,250.00
27	GEOSYNTHETIC MATERIAL TYPE R1	4,621	SY	\$4.00	4,621		4,621	\$ 18,484.00	\$ -	\$ -	\$ -	18,484.00
28	UNDERDRAIN PIPE PVC PERFORATED 4IN WITH SOCK*	2,579	LF	\$12.00	2,579		2,579	\$ 30,948.00	\$ -	\$ -	\$ -	30,948.00
29	PIPE PVC 4IN DRAIN	560	LF	\$34.00	523		523	\$ 17,782.00	\$ -	\$ -	\$ -	17,782.00
30	12" RCP STORM SEWER PIPE	552	LF	\$140.00	544		544	\$ 76,160.00	\$ -	\$ -	\$ -	76,160.00
31	27" RCP STORM SEWER PIPE	79	LF	\$200.00	79		79	\$ 15,800.00	\$ -	\$ -	\$ -	15,800.00
32	30" RCP STORM SEWER PIPE	188	LF	\$240.00	188		188	\$ 45,120.00	\$ -	\$ -	\$ -	45,120.00
33	48" RCP STORM SEWER PIPE	680	LF	\$435.00	664		664	\$ 288,840.00	\$ -	\$ -	\$ -	288,840.00
34	51"x31" RCPA STORM SEWER PIPE	110	LF	\$475.00	98		98	\$ 46,550.00	\$ -	\$ -	\$ -	46,550.00
35	58"x36" RCPA STORM SEWER PIPE	190	LF	\$545.00	202		202	\$ 110,090.00	\$ -	\$ -	\$ -	110,090.00
36	CLEAN AND TELEWISE STORM SEWER PIPE	1,799	LF	\$6.00	1,775		1,775	\$ 10,650.00	\$ -	\$ -	\$ -	10,650.00
37	60" CONCRETE STORM SEWER MANHOLE	7	VF	\$710.00	7		7	\$ 4,970.00	\$ -	\$ -	\$ -	4,970.00
38	72" CONCRETE STORM SEWER MANHOLE	26	VF	\$1,000.00	26		26	\$ 26,000.00	\$ -	\$ -	\$ -	26,000.00
39	96" CONCRETE STORM SEWER MANHOLE	10	VF	\$2,050.00	10		10	\$ 20,500.00	\$ -	\$ -	\$ -	20,500.00
40	144" CONCRETE STORM SEWER MANHOLE	5	VF	\$4,875.00	5		5	\$ 24,375.00	\$ -	\$ -	\$ -	24,375.00
41	78" CONCRETE STORM SEWER MANHOLE BASE	1	EA	\$4,300.00	1		1	\$ 4,300.00	\$ -	\$ -	\$ -	4,300.00
42	92" CONCRETE STORM SEWER MANHOLE BASE	3	EA	\$13,000.00	3		3	\$ 39,000.00	\$ -	\$ -	\$ -	39,000.00
43	120" CONCRETE STORM SEWER MANHOLE BASE	2	EA	\$8,400.00	2		2	\$ 16,800.00	\$ -	\$ -	\$ -	16,800.00
44	172" CONCRETE STORM SEWER MANHOLE BASE	1	EA	\$24,000.00	1		1	\$ 24,000.00	\$ -	\$ -	\$ -	24,000.00
45	STORM SEWER MANHOLE CASTING AND COVER	7	EA	\$2,425.00	7		7	\$ 16,975.00	\$ -	\$ -	\$ -	16,975.00
46	INLET - CATCH BASIN	6	EA	\$4,500.00	6		6	\$ 27,000.00	\$ -	\$ -	\$ -	27,000.00
47	TYPE II INLET	7	EA	\$6,100.00	7		7	\$ 42,700.00	\$ -	\$ -	\$ -	42,700.00
48	30" RCP FES W/GRADE	1	EA	\$5,650.00	1		1	\$ 5,650.00	\$ -	\$ -	\$ -	5,650.00
49	F-10 WATERMAN FLAP GATE	1	EA	\$10,000.00	1		1	\$ 10,000.00	\$ -	\$ -	\$ -	10,000.00
50	COMMERCIAL GRADE HOT MIX ASPHALT	61	TON	\$220.00	111		111	\$ 24,420.00	\$ -	\$ -	\$ -	24,420.00
51	CURB & GUTTER*	2,579	LF	\$38.00	2,579		2,579	\$ 98,002.00	\$ -	\$ -	\$ -	98,002.00
52	6IN NON-REINF CONCRETE PAVEMENT CL AE - DOWELED*	4,407	SY	\$140.00	4,407		4,407	\$ 616,980.00	\$ -	\$ -	\$ -	616,980.00
53	DRIVEWAY CONCRETE 6IN REINFORCED	706	SY	\$77.00	706		706	\$ 54,362.00	\$ -	\$ -	\$ -	54,362.00
54	SIDEWALK CONCRETE 6IN REINFORCED*	1,185	SY	\$72.00	1,248		1,248	\$ 89,856.00	\$ -	\$ -	\$ -	89,856.00
55	SIDEWALK - DECORATIVE 6IN REINFORCED	160	SY	\$140.00	166		166	\$ 23,240.00	\$ -	\$ -	\$ -	23,240.00
56	STABILIZED CONSTRUCTION ACCESS	1	EA	\$0.01	0		0	\$ -	\$ -	\$ -	\$ -	-
57	PANEL FOR SIGNS-TYPE XI REFLECTIVE SHEETING	109	SF	\$25.00	109		109	\$ 2,725.00	\$ -	\$ -	\$ -	2,725.00
58	PANEL FOR SIGNS-TYPE IV REFLECTIVE SHEETING	33	SF	\$22.00	39		39	\$ 858.00	\$ -	\$ -	\$ -	858.00
59	RESET SIGN PANEL	2	EA	\$60.00	2		2	\$ 120.00	\$ -	\$ -	\$ -	120.00
60	RESET SIGN SUPPORT	1	EA	\$550.00	1		1	\$ 550.00	\$ -	\$ -	\$ -	550.00
61	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	305	LF	\$22.00	315		315	\$ 6,930.00	\$ -	\$ -	\$ -	6,930.00
62	DETECTABLE WARNING PANELS	145	SF	\$55.00	145		145	\$ 7,975.00	\$ -	\$ -	\$ -	7,975.00
63	W-BEAM GUARDRAIL	75	LF	\$41.00	75		75	\$ 3,075.00	\$ -	\$ -	\$ -	3,075.00
64	W-BEAM GUARDRAIL END TERMINAL	2	EA	\$3,400.00	2		2	\$ 6,800.00	\$ -	\$ -	\$ -	6,800.00
65	REMOVE & RESET GUARDRAIL	60	LF	\$20.00	60		60	\$ 1,200.00	\$ -	\$ -	\$ -	1,200.00
66	REMOVE W-BEAM GUARDRAIL & POSTS	89	LF	\$5.50	89		89	\$ 489.50	\$ -	\$ -	\$ -	489.50
67	5 FT CONCRETE BASE	10	EA	\$650.00	10		10	\$ 6,500.00	\$ -	\$ -	\$ -	6,500.00
68	1-1/2 IN INNERDUCT INSTALLED	1,250	LF	\$6.20	1,250		1,250	\$ 7,750.00	\$ -	\$ -	\$ -	7,750.00
69	#6 USE CU. CONDUCTOR	3,750	LF	\$2.50	3,750		3,750	\$ 9,375.00	\$ -	\$ -	\$ -	9,375.00
70	TYPE A POLE & LUMINAIRE	10	EA	\$3,800.00	10		10	\$ 38,000.00	\$ -	\$ -	\$ -	38,000.00
71	FEEDPOINT	1	EA	\$10,350.00	1		1	\$ 10,350.00	\$ -	\$ -	\$ -	10,350.00
72	2" CONDUIT	115	LF	\$22.00	115		115	\$ 2,530.00	\$ -	\$ -	\$ -	2,530.00
73	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	2,181	LF	\$8.00	2,183		2,183	\$ 17,304.00	\$ -	\$ -	\$ -	17,304.00
74	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	312	LF	\$65.00	312		312	\$ 20,280.00	\$ -	\$ -	\$ -	20,280.00
75	TESTING LABORATORY SERVICES	1	LSUM	\$40,000.00	0.425425		0.425425	\$ 17,017.00	\$ -	\$ -	\$ -	17,017.00
Change Order 2												
76	PEDESTRIAN RAILING MODIFICATIONS	1	LSUM	\$ 26,164.95	1		1	\$ 26,164.95	\$ -	\$ -	\$ -	26,164.95
77	EXISTING INFRASTRUCTURE MODIFICATIONS	1	LSUM	\$ 19,410.43	1		1	\$ 19,410.43	\$ -	\$ -	\$ -	19,410.43
78	DRY UTILITY LOWERING AND CONFLICTS	1	LSUM	\$ 77,232.75	1		1	\$ 77,232.75	\$ -	\$ -	\$ -	77,232.75
79	COLD WEATHER CHARGES FOR CONCRETE FLATWORK	1	LSUM	\$ 8,043.00	1		1	\$ 8,043.00	\$ -	\$ -	\$ -	8,043.00
Change Order 3												
80	BRIDGE DECK EXPANSION JOINT REPAIR	1	LSUM	\$ 1,530.62		1	1	\$ 1,530.62	\$ -	\$ -	\$ -	1,530.62
81	ELECTRICAL CONDUIT MODIFICATION	1	LSUM	\$ 1,497.30		1	1	\$ 1,497.30	\$ -	\$ -	\$ -	1,497.30
82	CURB STOP REPAIR	1	LSUM	\$ 4,036.20				\$ -	\$ -	\$ -	\$ -	-

TOTAL DUE TO DATE \$ 3,391,518.88



February 5th, 2024

Brenton Holper, City Administrator
City of Horace
215 Park Drive E
PO Box 99
Horace, ND 58047-0099
Via email: bholper@cityofhorace.com

RE: Sanitary, Storm, and Street ID No. 2022-4
Wall Avenue West (Sheyenne Diversion to
Sheyenne River)
Horace, ND
W21-00-177

Dear Mr. Holper,

Attached please find Progressive Estimate No. 7 in the amount of \$33,335.73 for work completed by Park Construction, Co. regarding the above referenced project.

This office has prepared the attached estimate and recommends the City Council approve the same. After the progressive estimate has been approved, it should be signed by the mayor and returned to our Horace office for distribution. A copy should be kept for your records.

Should you have any questions or require any additional information regarding this matter, do not hesitate to contact me at (701) 532-0438.

Yours Very Truly,

INTERSTATE ENGINEERING, INC.

A handwritten signature in blue ink that reads 'James A. Dahlman'.

James A. Dahlman, PE

JD/iaj

Attachment

CC:

Park Construction Co. (via email. rgreniger@park1916.com)
City of Horace Finance (via email. finance@cityofhorace.com, bpacht@cityofhorace.com)



**PROGRESSIVE ESTIMATE
OF
WORK COMPLETED**

PROJECT: Storm, Sanitary and Street
Improvement District No. 2022-4
Wall Ave West (81st Street to Sheyenne River)
Horace, ND

PROJECT No.: W21-00-177
LOCATION: Horace, ND

CONTRACTOR: Park Construction Company
1481 81st Ave NE
Minneapolis, MN 55432

P1 = 11/21/2023 SC = Substantial Complete - Includes CO1 Days
P1 = 10/01/2024 C = Complete - Includes CO1-3 Days
P2&3 = 8/31/2024 SC = Substantial Complete
P2&3 = 9/14/2024 C = Complete

ESTIMATE No: **Seven (7)**
Phase 1-Substantial Completion Date: 11/21/2023
Phase 1-Completion Date: 10/1/2024
Phase 2&3-Substantial Completion Date: 8/31/2024
Phase 2&3-Completion Date: 9/14/2024

FROM DATE 12/31/2023
TO DATE 1/20/2024
CONTRACT COST* \$7,104,798.73
STARTING DATE 6/19/2023

TOTAL % COMPLETE - PHASE 1 57%
TOTAL % TIME USED(SC) - PHASE 1 100%
TOTAL % TIME USED(C) - PHASE 1 48%
TOTAL % COMPLETE - PHASE 2&3 0%
TOTAL % TIME USED(SC)- PHASE 2&3 0%
TOTAL % TIME USED(C) - PHASE 2&3 0%
* INCLUDES CHANGE ORDER NO. 1-3

TOTAL COSTS TO DATE	<u>\$4,025,498.94</u>
LESS RETAINAGE (5%)	<u>\$201,274.95</u>
TOTAL COSTS DUE	<u>\$3,824,223.99</u>
LESS COSTS PAID IN PREVIOUS ESTIMATES	<u>\$3,790,888.27</u>
LESS LIQUIDATED DAMAGES (\$2,800.00/ CALENDAR DAY)	<u>\$0.00</u>
NET COST DUE THIS ESTIMATE	<u>\$33,335.73</u>

CERTIFICATIONS AND APPROVAL

Certified as to Form, Quantities of Work, Price and Extensions:

INTERSTATE ENGINEERING, INC.

TITLE:

DATE:

<i>Norman W. Nelson</i>
Project Engineer
1/24/2024

Certified as to Quantities Complete:

Park Construction Company

(Contractor will certify to this only on the Final Estimate)

TITLE:

DATE:

<i>Randy Greniger</i>
Projbe Manager
1/23/2024

Estimate Approved:

CITY OF HORACE

TITLE:

DATE:

PROGRESSIVE ESTIMATE No. 7
STORM, SANITARY, AND STREET IMPROVEMENT DISTRICT No. 2022-4
Wall Ave West (61st Street to Sheyenne River)
HORACE, NORTH DAKOTA

Item No.	Description	Total Units Bid	UNIT	Bid Price Per Unit	Previous Quantities	Current Quantities	Total Quantities Used	Value of Work Installed to Date	Previous Material In Storage	Current Material In Storage	Amount	Due
BASE BID												
1	CONTRACT BOND	1	LS	\$28,700.00	1		1	\$ 28,700.00	\$ -	\$ -	\$ 28,700.00	
2	MOBILIZATION	1	LS	\$477,000.00	0.5		0.50	\$ 238,500.00	\$ -	\$ -	\$ 238,500.00	
3	CLEARING & GRUBBING	2	ACRE	\$5,150.00	2		2	\$ 10,300.00	\$ -	\$ -	\$ 10,300.00	
4	REMOVAL OF TREES ALL TYPES AND SIZES	129	EA	\$814.00	158		156	\$ 95,784.00	\$ -	\$ -	\$ 95,784.00	
5	REMOVAL OF BITUMINOUS SURFACING	1,827	SY	\$8.75	1,116		1,116	\$ 9,765.00	\$ -	\$ -	\$ 9,765.00	
6	REMOVAL OF PIPE ALL TYPES AND SIZES	900	LF	\$17.40	709		709	\$ 12,336.60	\$ -	\$ -	\$ 12,336.60	
7	REMOVAL OF CURB & GUTTER	293	LF	\$5.55	293		293	\$ 1,626.15	\$ -	\$ -	\$ 1,626.15	
8	REMOVAL OF SIDEWALK	115	SY	\$12.70	121		121	\$ 1,536.70	\$ -	\$ -	\$ 1,536.70	
9	COMMON EXCAVATION	7,988	CY	\$30.00	3,999		3,999	\$ 119,970.00	\$ -	\$ -	\$ 119,970.00	
10	BORROW-EXCAVATION	4,880	CY	\$0.01	2,440		2,440	\$ 24.40	\$ -	\$ -	\$ 24.40	
11	REMOVE & SALVAGE TOPSOIL	30,302	SY	\$2.15	15,151		15,151	\$ 32,574.65	\$ -	\$ -	\$ 32,574.65	
12	SUBGRADE PREPARATION-TYPE A-12IN	36	STA	\$1,050.00	15		15	\$ 15,750.00	\$ -	\$ -	\$ 15,750.00	
13	RIPRAP GRADE II	53	CY	\$142.00	106		106	\$ 15,052.00	\$ -	\$ -	\$ 15,052.00	
14	STRAW MULCH	5	ACRE	\$981.00	0		0	\$ -	\$ -	\$ -	\$ -	
15	SEEDING CLASS II	5	ACRE	\$1,290.00	4		3.78	\$ 4,876.20	\$ -	\$ -	\$ 4,876.20	
16	HYDRAULIC MULCH	24,091	SY	\$0.39	18,304		18,304	\$ 7,138.56	\$ -	\$ -	\$ 7,138.56	
17	FIBER ROLLS 12IN	3,880	LF	\$2.85	1,057		1,057	\$ 3,012.45	\$ -	\$ -	\$ 3,012.45	
18	REMOVE FIBER ROLLS 12IN	3,880	LF	\$0.67	0		0	\$ -	\$ -	\$ -	\$ -	
19	FLOTATION SILT CURTAIN	191	LF	\$18.50	191		191	\$ 3,533.50	\$ -	\$ -	\$ 3,533.50	
20	REMOVE FLOTATION SILT CURTAIN	191	LF	\$2.05	191		191	\$ 391.55	\$ -	\$ -	\$ 391.55	
21	AGGREGATE BASE COURSE CL 5	5,383	CY	\$80.10	2,692		2,692	\$ 161,789.20	\$ -	\$ -	\$ 161,789.20	
22	TEMPORARY TRAFFIC SURFACE AGGREGATE	4,100	TON	\$0.01	3,325		3,325	\$ 33.25	\$ -	\$ -	\$ 33.25	
23	CONCRETE BRIDGE APPROACH SLAB	102	SY	\$1,750.00	102		102	\$ 178,500.00	\$ -	\$ -	\$ 178,500.00	
24	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$11,600.00	0.5		0.5	\$ 5,750.00	\$ -	\$ -	\$ 5,750.00	
25	INLET PROTECTION-SPECIAL	27	EA	\$240.00	2		2	\$ 480.00	\$ -	\$ -	\$ 480.00	
26	GEOSYNTHETIC MATERIAL TYPE R1	18,313	SY	\$3.55	8,160		8,160	\$ 28,968.00	\$ -	\$ -	\$ 28,968.00	
27	UNDERDRAIN PIPE PVC PERFORATED 4IN WITH SOCK	7,310	LF	\$7.55	3,655		3,655	\$ 27,595.25	\$ -	\$ -	\$ 27,595.25	
28	12" RCP STORM SEWER PIPE	634	LF	\$113.00	294		294	\$ 33,222.00	\$ -	\$ -	\$ 33,222.00	
29	18" RCP STORM SEWER PIPE	533	LF	\$121.00	463		463	\$ 58,023.00	\$ -	\$ -	\$ 58,023.00	
30	18" RCP STORM SEWER PIPE	805	LF	\$109.00	540		540	\$ 58,860.00	\$ -	\$ -	\$ 58,860.00	
31	21" RCP STORM SEWER PIPE	404	LF	\$111.00	404		404	\$ 44,844.00	\$ -	\$ -	\$ 44,844.00	
32	24" RCP STORM SEWER PIPE	232	LF	\$130.00	232		232	\$ 30,160.00	\$ -	\$ -	\$ 30,160.00	
33	36" RCP STORM SEWER PIPE	388	LF	\$230.00	388		388	\$ 89,240.00	\$ -	\$ -	\$ 89,240.00	
34	42" RCP STORM SEWER PIPE	52	LF	\$307.00	52		52	\$ 15,964.00	\$ -	\$ -	\$ 15,964.00	
35	60" RCP STORM SEWER PIPE	422	LF	\$530.00	375		375	\$ 198,750.00	\$ -	\$ -	\$ 198,750.00	
36	36" x 22" RCPA STORM SEWER PIPE	400	LF	\$275.00	0		0	\$ -	\$ -	\$ -	\$ -	
37	51" x 31" RCPA STORM SEWER PIPE	1,077	LF	\$359.00	163		163	\$ 58,517.00	\$ -	\$ -	\$ 58,517.00	
38	73" x 45" RCPA STORM SEWER PIPE	618	LF	\$617.00	618		618	\$ 381,306.00	\$ -	\$ -	\$ 381,306.00	
39	48" CONCRETE STORM SEWER MANHOLE	7	VF	\$415.00	7		7	\$ 2,905.00	\$ -	\$ -	\$ 2,905.00	
40	60" CONCRETE STORM SEWER MANHOLE	13	VF	\$568.00	7		7	\$ 3,978.00	\$ -	\$ -	\$ 3,978.00	
41	72" CONCRETE STORM SEWER MANHOLE	5	VF	\$847.00	5		5	\$ 4,235.00	\$ -	\$ -	\$ 4,235.00	
42	84" CONCRETE STORM SEWER MANHOLE	25	VF	\$1,190.00	7		7	\$ 8,330.00	\$ -	\$ -	\$ 8,330.00	
43	96" CONCRETE STORM SEWER MANHOLE	7	VF	\$1,670.00	7		7	\$ 11,690.00	\$ -	\$ -	\$ 11,690.00	
44	108" CONCRETE STORM SEWER MANHOLE	34	VF	\$2,290.00	34		34	\$ 77,860.00	\$ -	\$ -	\$ 77,860.00	
45	84" CONCRETE STORM SEWER MANHOLE BASE	7	EA	\$2,310.00	7		7	\$ 16,170.00	\$ -	\$ -	\$ 16,170.00	
46	78" CONCRETE STORM SEWER MANHOLE BASE	2	EA	\$3,080.00	1		1	\$ 3,080.00	\$ -	\$ -	\$ 3,080.00	
47	82" CONCRETE STORM SEWER MANHOLE BASE	1	EA	\$5,090.00	1		1	\$ 5,090.00	\$ -	\$ -	\$ 5,090.00	
48	108" CONCRETE STORM SEWER MANHOLE BASE	4	EA	\$5,480.00	1		1	\$ 5,480.00	\$ -	\$ -	\$ 5,480.00	
49	120" CONCRETE STORM SEWER MANHOLE BASE	1	EA	\$7,670.00	1		1	\$ 7,670.00	\$ -	\$ -	\$ 7,670.00	
50	132" CONCRETE STORM SEWER MANHOLE BASE	5	EA	\$10,900.00	5		5	\$ 54,500.00	\$ -	\$ -	\$ 54,500.00	
51	120" SLIDE GATE MANHOLE	1	LS	\$89,500.00	0.95		0.85	\$ 85,025.00	\$ -	\$ -	\$ 85,025.00	
52	STORM SEWER MANHOLE CASTING AND COVER	14	EA	\$1,790.00	6		6	\$ 10,740.00	\$ -	\$ -	\$ 10,740.00	
53	TYPE II INLET	21	EA	\$4,890.00	9		9	\$ 43,470.00	\$ -	\$ -	\$ 43,470.00	
54	INLET - CATCH BASIN	19	EA	\$5,300.00	12		12	\$ 63,600.00	\$ -	\$ -	\$ 63,600.00	
55	INLET - CATCH BASIN CASTING AND GRATES (48" MH)	4	EA	\$754.00	4		4	\$ 3,016.00	\$ -	\$ -	\$ 3,016.00	
56	FLARED END SECT-CONC REINF 12IN	1	EA	\$1,730.00	0		0	\$ -	\$ -	\$ -	\$ -	
57	FLARED END SECT-CONC REINF 18IN	10	EA	\$1,920.00	3		3	\$ 5,760.00	\$ -	\$ -	\$ 5,760.00	
58	F-10 WATERMAN FLAP GATE 60"	1	EA	\$13,400.00	1		1	\$ 13,400.00	\$ -	\$ -	\$ 13,400.00	
59	RCP 18IN-JACKED OR BORED	105	LF	\$1,610.00	105		105	\$ 168,550.00	\$ -	\$ -	\$ 168,550.00	
60	CLEAN AND TELEVISE STORM SEWER PIPE	5,745	LF	\$1.65	0		0	\$ -	\$ -	\$ -	\$ -	
61	SANITARY SEWER 8"PVVC SDR-35	2,159	LF	\$125.00	2,139		2,139	\$ 267,375.00	\$ -	\$ -	\$ 267,375.00	
62	SANITARY SEWER MANHOLE 48"	89	VF	\$677.00	89		89	\$ 60,233.00	\$ -	\$ -	\$ 60,233.00	
63	SANITARY SEWER MANHOLE CASTING AND COVER	7	EA	\$2,390.00	6		6	\$ 14,340.00	\$ -	\$ -	\$ 14,340.00	
64	CONNECTION TO EX SANITARY SEWER MANHOLE	1	EA	\$3,830.00	1		1	\$ 3,830.00	\$ -	\$ -	\$ 3,830.00	
65	CLEAN AND TELEVISE SANITARY SEWER PIPE MAINLINE & SERVICES	2,159	LF	\$1.65	2,139		2,139	\$ 3,529.35	\$ -	\$ -	\$ 3,529.35	
66	ADJUST CURB STOP	8	EA	\$191.00	1		1.00	\$ 191.00	\$ -	\$ -	\$ 191.00	
67	ADJUST GATE VALVE BOX	9	EA	\$347.00	3		3.00	\$ 1,041.00	\$ -	\$ -	\$ 1,041.00	
68	SANITARY FORCE MAIN LOWERING	18	EA	\$2,500.00	0		0.00	\$ -	\$ -	\$ -	\$ -	
69	WATER MAIN LOWERING	18	EA	\$2,500.00	0		0.00	\$ -	\$ -	\$ -	\$ -	
70	REMOVE AND RESET GATE WITH SUPPORTS	1	LS	\$5,320.00	1		1.0	\$ 5,320.00	\$ -	\$ -	\$ 5,320.00	
71	COMMERCIAL GRADE HOT MIX ASPHALT	1,011	TON	\$153.00	243		243.00	\$ 37,179.00	\$ -	\$ -	\$ 37,179.00	
72	CURB & GUTTER	7,310	LF	\$32.80	3,701		3,701	\$ 121,392.80	\$ -	\$ -	\$ 121,392.80	
73	8IN NON-REINF CONCRETE PAVEMENT CL AE - DOWELED	12,171	SY	\$116.25	5,599		5,599	\$ 650,883.75	\$ -	\$ -	\$ 650,883.75	
74	DRIVEWAY CONCRETE 6IN REINFORCED	621	SY	\$77.40	522		522	\$ 45,622.80	\$ -	\$ -	\$ 45,622.80	
75	SIDEWALK CONCRETE 6IN REINFORCED	3,027	SY	\$95.10	277		277	\$ 23,572.70	\$ -	\$ -	\$ 23,572.70	
76	SIDEWALK - DECORATIVE 6IN REINFORCED	846	SY	\$138.00	0		0.00	\$ -	\$ -	\$ -	\$ -	
77	STABILIZED CONSTRUCTION ACCESS	2	EA	\$2,500.00	0		0.00	\$ -	\$ -	\$ -	\$ -	
78	FLAT SHEET FOR SIGNS-TYPE XI REFLECTIVE SHEETING	213	SF	\$25.00	0		0.00	\$ -	\$ -	\$ -	\$ -	
79	FLAT SHEET FOR SIGNS-TYPE IV REFLECTIVE SHEETING	34	SF	\$23.90	0		0.00	\$ -	\$ -	\$ -	\$ -	
80	RESET SIGN PANEL	10	EA	\$52.00	0		0.00	\$ -	\$ -	\$ -	\$ -	
81	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	670	LF	\$23.90	0		0.00	\$ -	\$ -	\$ -	\$ -	
82	DETECTABLE WARNING PANELS	233	SF	\$63.10	101		101	\$ 6,373.10	\$ -	\$ -	\$ 6,373.10	
83	W-BEAM GUARDRAIL	75	LF	\$73.10	75		75	\$ 5,482.50	\$ -	\$ -	\$ 5,482.50	

Item No.	Description	Total Units Bid	UNIT	Bid Price Per Unit	Previous Quantities	Current Quantities	Total Quantities Used	Value of Work Installed to Date	Previous Material in Storage	Current Material in Storage	Amount	Due
84	W-BEAM GUARDRAIL END TERMINAL	2	EA	\$3,090.00	2		2	\$ 6,180.00	\$ -	\$ -	\$	6,180.00
85	REMOVE & RESET MAILBOX	7	EA	\$335.00	6.0		6	\$ 2,010.00	\$ -	\$ -	\$	2,010.00
86	5 FT CONCRETE BASE	27	EA	\$853.00	0		0.00	\$ -	\$ -	\$ -	\$	-
87	1-1/2 IN INNERDUCT INSTALLED	3,685	LF	\$7.80	0		0.00	\$ -	\$ -	\$ -	\$	-
88	#8 USE CU. CONDUCTOR	11,085	LF	\$1.45	0		0.00	\$ -	\$ -	\$ -	\$	-
89	TYPE A POLE & LUMINAIRE	27	EA	\$9,330.00	0		0.00	\$ -	\$ 80,014.59	\$ 80,014.59	\$	80,014.59
90	BRIDGE CROSSING RACEWAY & JUNCTIONS	1	LS	\$6,780.00	0		0.00	\$ -	\$ -	\$ -	\$	-
91	IN GROUND JUNCTION POINT	1	EA	\$1,350.00	0		0.00	\$ -	\$ -	\$ -	\$	-
92	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	8,068	LF	\$7.75	0		0.00	\$ -	\$ -	\$ -	\$	-
93	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	779	LF	\$57.20	0		0.00	\$ -	\$ -	\$ -	\$	-
94	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	4	EA	\$1,490.00	0		0.00	\$ -	\$ -	\$ -	\$	-
95	LANDSCAPING & AMENITIES	1	LS	\$7,500.00	0		0.00	\$ -	\$ -	\$ -	\$	-
96	TESTING	1	LS	\$60,000.00	0.3179442		0.3179442	\$ 19,078.65	\$ -	\$ -	\$	19,078.65
CHANGE ORDER 1												
97	WATERLINE ADJUSTMENTS	1	LS	\$74,551.00	1		1	\$ 74,551.00	\$ -	\$ -	\$	74,551.00
CHANGE ORDER 2												
98	STORM SEWER ADJUSTMENTS	1	LS	\$35,090.24		1	1	\$ 35,090.24	\$ -	\$ -	\$	35,090.24

TOTAL DUE TO DATE \$ 4,025,498.94



**CITY OF HORACE:
CITY COUNCIL
STAFF REPORT**

City of Horace City Council Staff Report

Entitlements Requested:	Subdivision	Zone Change	Design Review	Conditional Use	Variance	Lot Spilt	Other
Title:	Sparks Addition Amendment		Application Number:		CD-2023-09		
Date:	1/16/2024		Staff Contact:		Jace Hellman		
Owner(s)/Applicant:	Lee and Nancy Sparks Trust		Applicant Contact:		N/A		
Representative:	Jack Dwyer, Dwyer Law Office		Representative Contact:		Jack@dwyerlawnd.com		

Purpose

The applicant is proposing to amend the previously approved Sparks Addition to incorporate additional and wider HOA lot to preserve the existing tree row surrounding the development area. Additionally, a request to amend the approved rezone ordinance accompanies this development to include additional Public Facility Lots.

Statement of Fact

Parcel Number(s):	15020013090000
Future Land Use Map Classification:	Mixed Use
Existing Land Use:	Agricultural
Current Zoning:	Agricultural
Proposed Zoning:	R-6 (high-density residential), R-5 (multi-family residential) and PF (Public Facilities)
Development Area:	105.59 acres (43.37 acres are proposed to remain agricultural)
Adjacent Zoning Districts:	North: PF (Public Facilities), C-3 (General Commercial), C-1 (Neighborhood Commercial), I-1 (Light Industrial), R-4 (Intermediate Residential); East: PF (Public Facilities), I-1 (Light Industrial) & R-4 (Intermediate Density Residential); South: I-1 (Light Industrial); West: A (Agricultural)
Adjacent Street(s) Existing & Proposed:	North: 8 th Ave; East: 7 th St E (Proposed); South: None; West: None
Internal Street(s) Existing & Proposed:	Nelson Street (Continuation), 3 rd St E (Continuation), 4 th St E (Continuation), 5 th St E (Continuation), Sparks Boulevard (Proposed), Luther Avenue (Proposed).
Adjacent Bike/Pedestrian Facilities:	CR 17 & 8 th Ave S (Future Bike/Ped Facility Identified)
Adjacent Parks:	Freed Park
Land Dedication Requirements:	Lot 1, Block 8; Lot 4, Block 5 & \$972,416.02 in Cash in Lieu (see Park District Letter)

Consistency with Comprehensive Plan and Future Land Use Map

The Comprehensive Plan identifies the subject property as Mixed Use. The proposed districts of R-6 and R-5 are viewed as compatible zoning districts within the Mixed-Use Future Land Use Designation. It should be noted that within future phases of this development, the applicant will be required to further meet the full intent of the Mixed-Use Designation as defined within the Comprehensive Plan. The Mixed-Use designation is intended to provide flexibility to allow complementary uses within a district. A Mixed-Use land use pattern generally includes a combination of higher density residential and commercial uses. The specific mix of uses will vary based on adjacent uses, location, and access. Industrial land uses are not permitted.

Discussion and Observation

The applicant is submitting a request to amend the plat for Sparks Addition. The plat proposes the reduction of six (6) buildable lots, and add three (3) Public Facility lots, which will be managed and maintained by the proposed Homeowners Association. Additionally, two lots, specifically lot 1, block 1 and lot 1, block 2 are proposed to be expanded from 10,369.11 sq ft and 9140.72 sq ft (currently approved) to 33,105 sq ft and 26,136 sq ft respectively.

The rezone approval would be required because additional Public Facility Lots (to be managed by the HOA) have been included in the proposed amendment. Apart from those additional Public Facility Lots, the proposed zoning has not changed from the originally approved application.

This proposed amendment would still account for Nelson Drive continuing through the north, however rather than introducing additional townhome product, the applicant has opted to continue with the previously approved single family home lots.

On December 12, 2023, the Planning and Zoning Commission held a public hearing to review the application and accept testimony regarding the rezone and plat amendment. During the Public Hearing only the applicant's representative, Mr. Jack Dwyer provided testimony. The Planning and Zoning Commission voted 5-0 to recommend approval of the Plat and Rezone Request.

Recommendation

To accept the findings and recommendations of the staff report and approve the Rezone and Plat for Sparks Addition.

Attachments

1. Rezone Application
2. Subdivision Application
3. Plat - Amended
4. Phase 1 Zoning Exhibit - Amended
5. Title Opinion
6. Verification of Taxes Paid
7. Park District Recommendation Letter
8. County Road 17 Connection



COMMUNITY DEVELOPMENT DEPARTMENT
215 PARK DRIVE EAST
HORACE, NORTH DAKOTA 58047
PHONE: 701.492-2972
E-MAIL: bvoigt@cityofhorace.com
www.cityofhorace.com

APPLICATION DATE

(mo/day/year)

ZONE CHANGE APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): Lee and Nancy Sparks Trust

ADDRESS: 621 Kearney St, Benicia, CA 94510

PRIMARY PHONE:

ALTERNATIVE PHONE:

EMAIL:

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Dwyer Law Office PLLC

ADDRESS: 5302 51st Ave S Ste D, Fargo, ND 58104

PRIMARY PHONE: 701-235-2040

ALTERNATIVE PHONE: 701-730-5469

EMAIL: jack@dwyerlawnd.com

3 PROPERTY DETAILS

LEGAL DESCRIPTION: See attached Lowry Exhibits

ADDRESS:


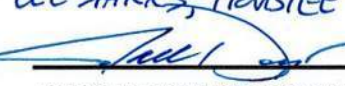
CURRENT ZONING: Ag

PROPOSED ZONING: R-5, R-6, Ag, AF

4 BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

To seek zoning approval for "Sparks Addition"

8 SIGNATURE

	<u>Nancy Sparks</u> Nancy Sparks, Trustee	<u>8/18/23</u>
OWNER SIGNATURE		DATE
LEE SPARKS, TRUSTEE		
	<u>Jack Dwyer</u> Dwyer Law	<u>8/16/2023</u>
REPRESENTATIVE SIGNATURE		DATE

ZONING CHANGE FEE SCHEDULE

ZONING CHANGE FEE—\$325.00

DATE FEE PAID:

NOTE: A NONREFUNDABLE FILING FEE MUST BE ACCOMPANIED WITH THE APPLICATION AT TIME OF SUBMITTAL MADE PAYABLE TO THE CITY OF HORACE.

ACKNOWLEDGEMENT: WE HEREBY ACKNOWLEDGE THAT THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF OUR KNOWLEDGE AND THAT THE PRIMARY CONTACT NAMED ABOVE WILL BE CONTACTED IF ANY QUESTIONS ARISE AND WHEN THE PLAT HAS BEEN APPROVED AND APPROPRIATE COPIES ARE READY FOR RECORDING.



COMMUNITY DEVELOPMENT DEPARTMENT
215 PARK DRIVE EAST
HORACE, NORTH DAKOTA 58047
PHONE: 701.492-2972
E-MAIL: bvoigt@cityofhorace.com
www.cityofhorace.com

APPLICATION DATE

(mo/day/year)

SUBDIVISION APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): Lee and Nancy Sparks Trust

ADDRESS: 621 Kearney St, Benicia, CA 94510

PRIMARY PHONE:

ALTERNATIVE PHONE:

EMAIL:

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Dwyer Law Office PLLC

ADDRESS: 5302 51st Ave S Ste D, Fargo, ND 58104

PRIMARY PHONE: 701-235-2040

ALTERNATIVE PHONE: 701-738-5469

EMAIL: jack@dwyerlawnd.com

3 PROPOSED SUBDIVISION DETAILS

SUBDIVISION: Sparks Addition

SECTION, TOWNSHIP, RANGE: Part of SW¹/₄S20 and Part of N¹/₄S20 in

TOTAL ACRES: 105.59

T138
R49W

NUMBER OF LOTS: 104 lots, 8 blocks

PROPOSED LAND USE AND ZONING: R-5, R-6, Ag, PF

4 BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

To seek zoning + subdivision approval for
"Sparks Addition"

5 EXISTING OR PROPOSED INFRASTRUCTURE TYPE

- ROADS: PUBLIC PRIVATE PAVED GRAVEL
- WATER SUPPLY: PUBLIC PRIVATE RURAL WATER SHARED WELLS
- WASTE WATER TREATMENT PUBLIC ON-SITE SEPTIC
- STORM SEWER: DITCHES STORM SEWER SYSTEM
- OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE SUBDIVISION: PUBLIC PRIVATE

6 HIGHWAY ACCESS PERMITTING

DOES PROPOSED SUBDIVISION ACCESS COUNTY HIGHWAY?

YES NO

IF YES, PLEASE SECURE HIGHWAY ACCESS PERMIT WITH CASS COUNTY ENGINEER BEFORE YOU SUBMIT SUBDIVISION APPLICATION. FOR MORE INFORMATION, PLEASE CONTACT THE CASS COUNTY ENGINEER OFFICE AT 701-298-2378 OR BUSTAB@CASSCOUNTYND.GOV.


CASS COUNTY ENGINEER TECHNICIAN


DATE

7 SUPPLEMENTAL DOCUMENTS TO BE SUBMITTED

- TITLE OPINION DOCUMENT
- VERIFICATION OF TAXES PAID (<https://proptax.casscountynynd.gov/#Search>)
- PARK BOARD RECOMMENDATION LETTER (PLEASE CONTACT WADE FRANK AT EITHER 218-790-2849 OR WFRANK@CITYOFHORACE.COM)
- MASTER PLAN DOCUMENT THAT COVERS ENTIRE CONTIGOUS AREA OWNED OR CONTROLLED BY THE SUBDIVIDER UP TO 80 ACRES
- DRAFT PLAT DOCUMENT
- DRAINAGE PLAN
- TABLE SHOWING BREAKDOWN OF LAND USE ACREAGE AND LAND DEDICATION PROPOSED TO MEET CITY ORDINANCE LAND DEDICATION REQUIREMENTS OF TITLE IV SECTION 17.8.10 (EXCEL FORMAT PREFERRED)

8 SIGNATURE


OWNER SIGNATURE Nancy Sparks DATE 8/18/23
LEE SPARKS, TRUSTEE Nancy Sparks, Trustee


REPRESENTATIVE SIGNATURE Jack Dwyer Dwyer Law DATE 8/16/2023

SUBDIVISION FEE SCHEDULE

- SUBDIVISION (1-4 LOTS): \$350.00 BASE FEE + \$20 PER LOT
- SUBDIVISION (5 OR MORE): \$600.00 BASE FEE + \$20 PER LOT

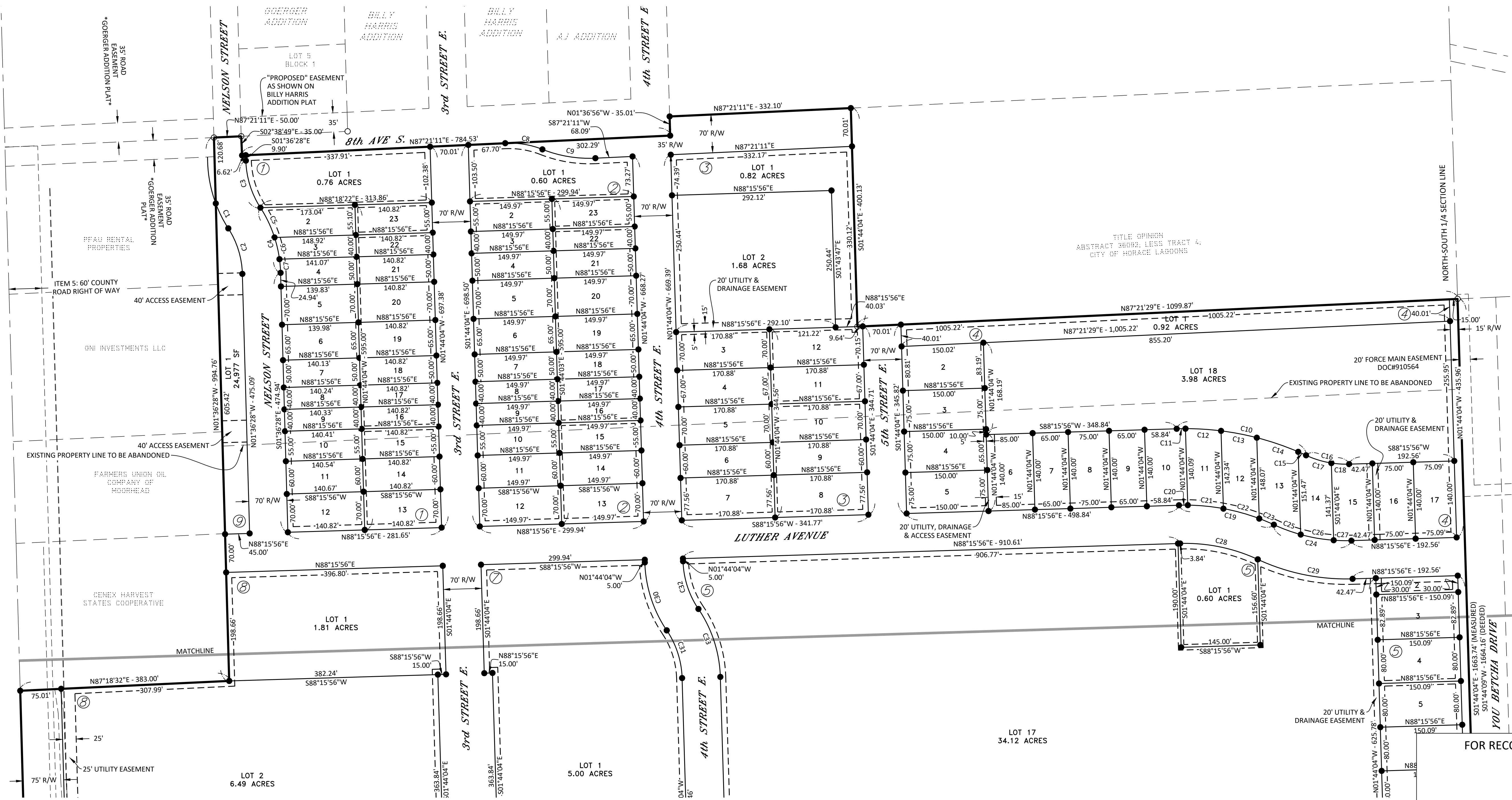
DATE FEE PAID:

NOTE: A NONREFUNDABLE FILING FEE MUST BE ACCOMPANIED WITH THE APPLICATION AT TIME OF SUBMITTAL MADE PAYABLE TO THE CITY OF HORACE.

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SPARKS ADDITION

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20,
TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA



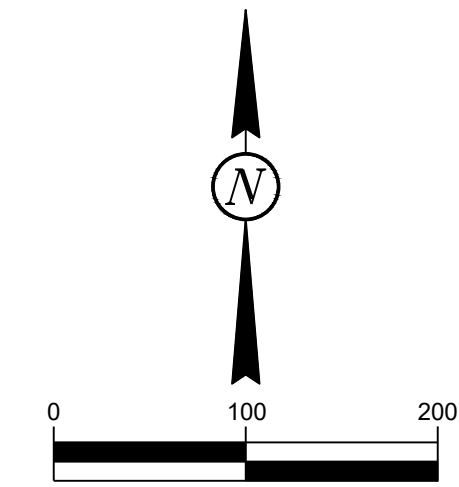
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	51.13'	237.75'	12°19'18"
C2	88.27'	162.25'	31°10'17"
C3	91.26'	167.75'	31°10'17"
C4	126.35'	232.25'	31°10'17"
C5	60.43'	232.25'	14°54'27"
C6	40.82'	232.25'	10°04'09"
C7	25.11'	232.25'	6°11'41"
C8	69.54'	165.00'	24°08'49"
C9	99.04'	235.00'	24°08'49"
C10	243.95'	525.00'	26°37'23"
C11	16.16'	525.00'	1°45'49"
C12	65.32'	525.00'	7°07'45"
C13	66.63'	525.00'	7°16'18"
C14	80.17'	525.00'	8°44'57"
C15	15.66'	525.00'	1°42'34"
C16	81.32'	175.00'	26°37'23"
C17	48.60'	175.00'	15°54'42"
C18	32.72'	175.00'	10°42'41"
C19	178.89'	385.00'	26°37'23"
C20	16.16'	385.00'	2°24'19"
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- NOTES**
- ALL PUBLIC UTILITY EASEMENTS ARE 10' IN WIDTH (5' EACH SIDE OF SHARED LOT LINES) UNLESS OTHERWISE NOTED IN PLAT.
 - ALL DISTANCES ARE GROUND DISTANCES.

SURVEY INFORMATION

DATE OF SURVEY: 12-8-2022
BASIS OF BEARING: (NAD83) NORTH DAKOTA STATE PLANE
VERTICAL DATUM: NAVD88

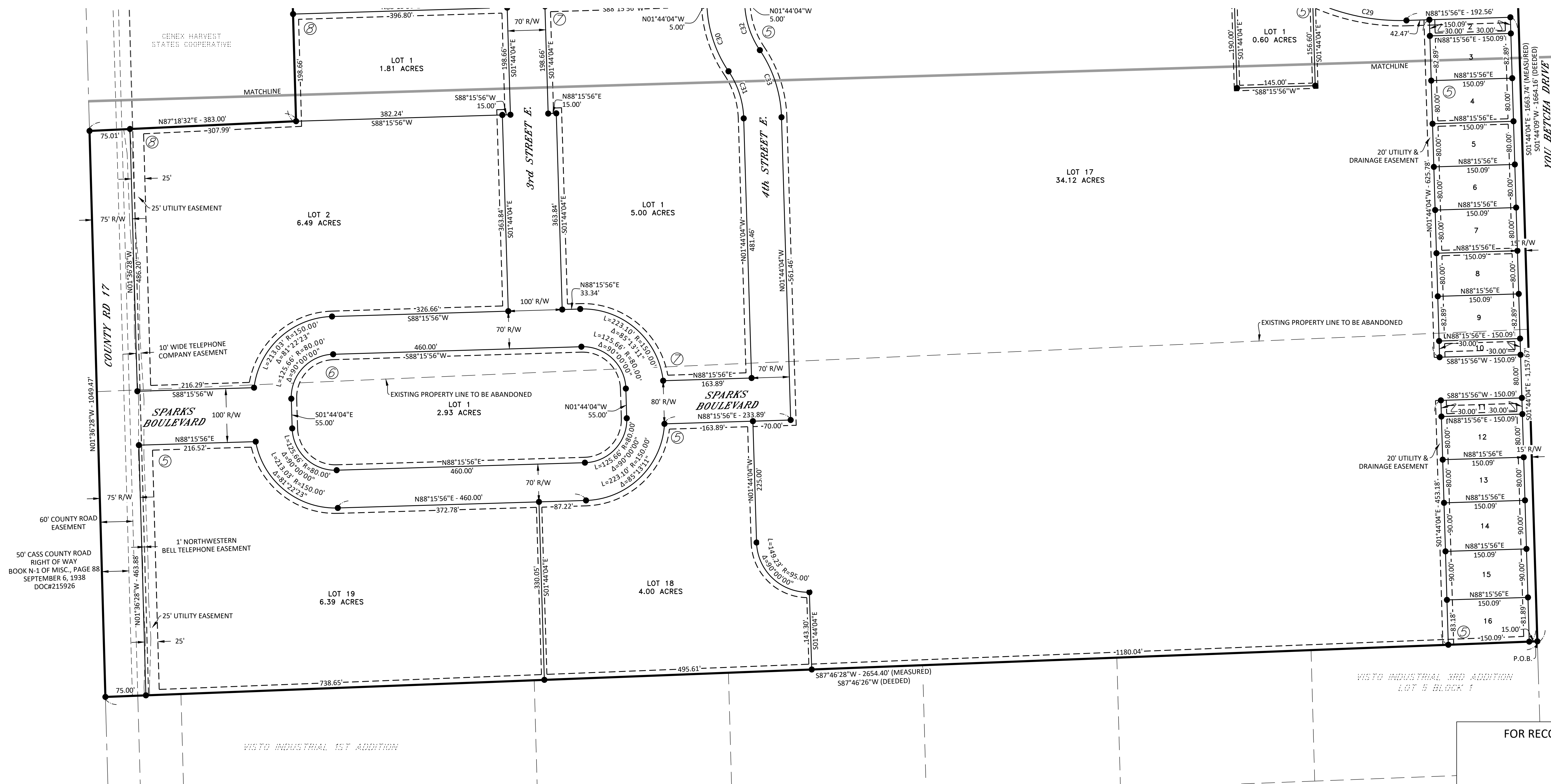
- LEGEND**
- MONUMENT SET
 - MONUMENT FOUND
 - - - - EX. EASEMENT
 - - - - EX. PROPERTY LINE
 - - - - EX. SECTION LINE
 - ==== PROPERTY BOUNDARY LINE
 - ==== NEW ROW/PROPERTY LINE
 - - - - NEW EASEMENT LINE



FOR RECORDING PURPOSES ONLY

SPARKS ADDITION

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NOTES

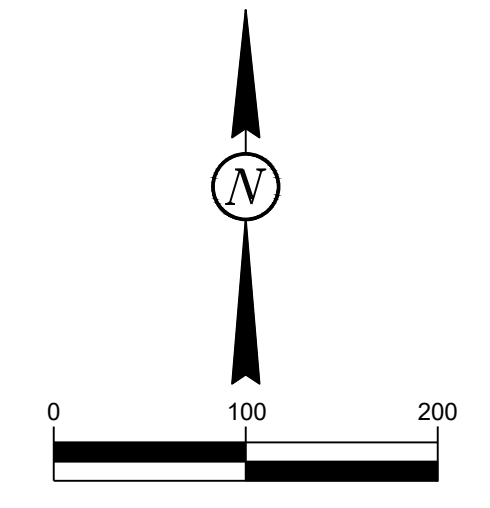
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- ALL DISTANCES ARE GROUND DISTANCES.

SURVEY INFORMATION

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BASIS OF BEARING: (NAD83) NORTH DAKOTA STATE PLANE
VERTICAL DATUM: NAVD88

LEGEND

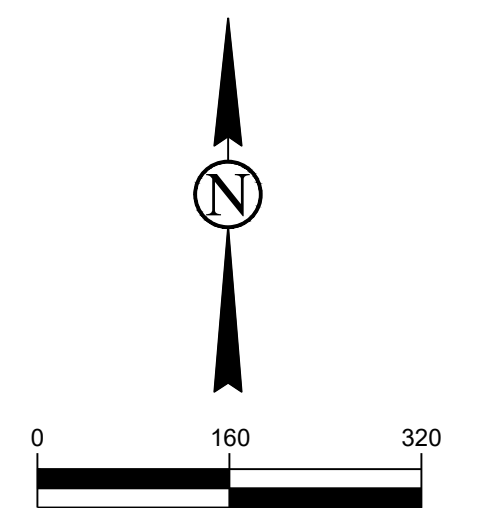
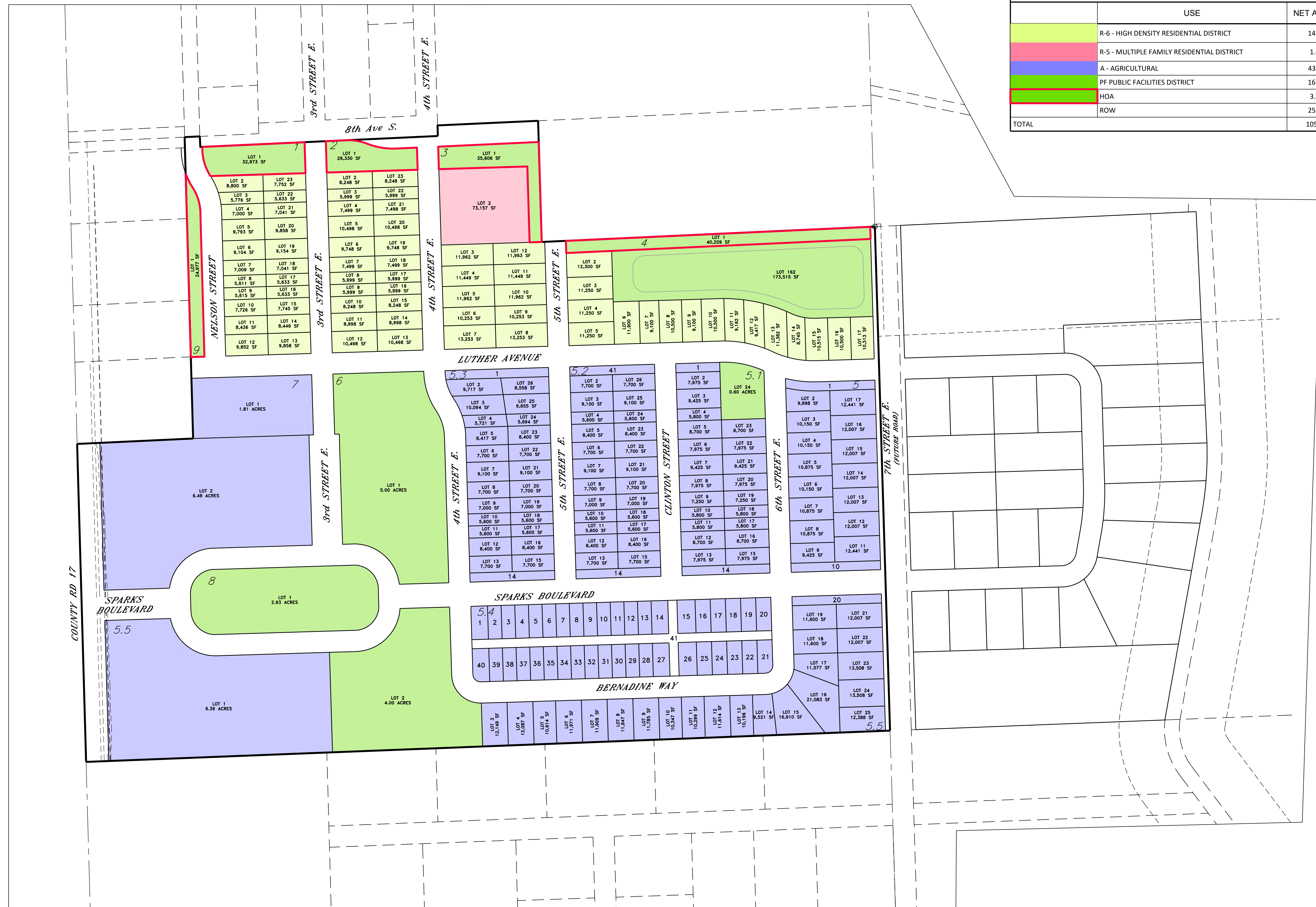
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- - - EX. PROPERTY LINE
- - - EX. SECTION LINE
- PROPERTY BOUNDARY LINE
- NEW ROW/PROPERTY LINE
- - - NEW EASEMENT LINE



FOR RECORDING PURPOSES ONLY

1/16/23 1:23:52AM C:\Users\PATRICIA\Bentley\Drawings\Temp\Drawings\15280000.dwg

SITE BREAKDOWN				
	USE	NET ACRES	ESTIMATED LOTS	%
	R-6 - HIGH DENSITY RESIDENTIAL DISTRICT	14.51		13.72
	R-5 - MULTIPLE FAMILY RESIDENTIAL DISTRICT	1.68		1.59
	A - AGRICULTURAL	43.37		41.01
	PF PUBLIC FACILITIES DISTRICT	16.52		15.62
	HOA	3.68		0.40
	ROW	25.99		24.58
TOTAL		105.75		100





Dwyer LAW OFFICE PLLC

PRELIMINARY TITLE OPINION

DATE: 11/7/2022

TO: The City of Horace

ABSTRACT: 36092

NUMBER OF ENTRIES: 1-82, inclusive.

LAST CERTIFIED: October 24, 2022 at 6:59 a.m. by Cass County Abstract Company.

COVERING AND DESCRIBING: That part of the South Half of the Northwest Quarter of Section Twenty, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at a point on the West line of said Quarter Section, 1886.8 feet South of the Northwest corner of said Quarter; thence East to a point on the East line of said Quarter, 1898.3 feet South of the North line of said Quarter; thence South on the East line of said Quarter, 568.5 feet, thence West to the West line of said Quarter; thence North 565.3 feet to the point of beginning; EXCEPTING THEREFROM THE FOLLOWING FIVE TRACTS: (1) A tract of land in the South Half of the Northwest Quarter of Section Twenty, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at the Northwest corner of the Northwest Quarter of Section Twenty; thence South 0°00' East along the West line of said Section Twenty for a distance of 1886.8 feet to the point of beginning; thence North 88°55' East for a distance of 383 feet; thence South 0°00' East parallel to the West line of said Section Twenty for a distance of 269.72 feet; thence South 88°55' West for a distance of 383 feet to the West line of said Section Twenty; thence North 0°00' East along said West line of Section Twenty for a distance of 269.72 feet to the point of beginning, less 60 feet along the West line for Highway Right of Way; and (2) A tract of land in the South Half of the Northwest Quarter of Section Twenty, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows, to-wit: Commencing at the Northwest corner of the Northwest Quarter of Section Twenty, thence South 0°00' East along the West line of said Section Twenty for a distance of 2156.52 feet to the point of beginning; thence North 88°55' East for a distance of 383 feet; thence South 0°00' East parallel to the West line of said Section Twenty for a distance of 269.72 feet; thence South 88°55' West for a distance of 383 feet to the West line of said Section Twenty; thence North 0°00' East along said West line of Section Twenty for a distance of 269.72 feet to the point of beginning, less 60 feet along the West line for Highway Right of Way; and (3) A tract of land in the West Half of Section Twenty, Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota described as follows: Commencing at the Northwest corner of said Section Twenty; thence South 0°00' East along the West line of said Section

Twenty for a distance of 2,426.24 feet thence North 88°55' East for a distance of 383.0 feet; thence South 0°00' East parallel to the West line of said Section Twenty for a distance of 186.42 feet; thence South 88°55' West for a distance of 383.0 feet to the West line of said Section Twenty; thence North 0°00' East along said West line of Section Twenty for a distance of 186.42 feet to the point of beginning, less 60.0 feet along the West line for Highway Right of Way; and (4) That part of the Southeast Quarter of the Northwest Quarter of Section Twenty, Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section Twenty, thence Southerly along the East line of the Southeast Quarter of the Northwest Quarter of said Section Twenty, for a distance of 579.90 feet to the true point of beginning, said point being the Southeast corner of a tract of land described on page 561 of Book 323 on record at the office of the Cass County Register of Deeds; thence continue Southerly, along the East line of the Southeast Quarter of the Northwest Quarter of said Section Twenty, for a distance of 400.00 feet; thence Westerly, parallel to and 400.00 feet Southerly of a tract of land described on page 561 of Book 323 and tract of land described on page 574 of Book 377, both tracts of record at the office of the Cass County Register of Deeds, for a distance of 1,100.00 feet; thence North parallel to the East line of the Southeast Quarter of the Northwest Quarter for a distance of 400.00 feet to a point of intersection with the South line of a tract of land described on page 574 of Book 377 on Record at the office of the Cass County Register of Deeds; thence Easterly, along the South line of a tract described on page 574 of Book 377 and along the South line of a tract of land described on page 561 of Book 323, both tracts of record at the Office of the Cass County Register of Deeds, for a distance of 1,100.00 feet to the true point of beginning; and (5) That part of the South Half of the Northwest Quarter of Section Twenty, Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, described as follows, to-wit: Commencing at the Southwest corner of Lot Five of Block One, of Georger's Addition to the City of Horace; thence East on the South Boundary line of said Lot Five and the Extension of said Lot Five a distance of 415 feet; thence South a distance of 35 feet; thence West on a line parallel with the above described North line a distance of 415 feet, more or less, to a point South of the point of beginning; thence North 35 feet to the point of beginning.

ADDED NAMES SEARCHED: None.

APPARENT TITLE IN: Lee Clinton Sparks and Nancy Virginia Sparks, as Trustees of the Lee and Nancy Sparks 2018 Living Trust, by virtue of a Trustee's Deed, dated April 14, 2021 and recorded April 23, 2021 as Document No. 1630051 (at Entry No. 81 of the Abstract).

PREVIOUS TITLE IN: Dr. Clinton L. Sparks and Bernadine L. Sparks, as Co-Trustees of The Clinton L. & Bernadine L. Sparks Trust dated June 28, 2001, by virtue of a Quit Claim Deed, dated June 28, 2001 and recorded July 5, 2001 as Document No. 986418 (at Entry No. 79 of the Abstract); and by virtue of a Quit Claim Deed, dated June 28, 2001 and recorded July 5, 2001 as Document No. 986419 (at Entry No. 80 of the Abstract). [Examiner's Note: This deed indicates that Grantor Clinton L. Sparks is a married man, but no spouse joined in the conveyance and no Affidavit of Non-Homestead has been recorded].

SUBJECT TO:

1. Unpaid taxes of special assessments which have not yet been certified by the County Treasurer for collection. 2021 and prior years taxes are shown as paid. Tax Parcel Number: Part of 15-0200-13090-000.
2. At Entry No. 54 appears a County Road Easement to Cass County, dated July 2, 1953 and recorded April 22, 1954 in Book "K-2" of Misc., page 452 as Document No. 313989. Said easement is for public highway purposes on the property described therein. Notice should be taken of the location, scope and effect of this easement, which impacts a portion of the Southwest Quarter of the Northwest Quarter of Section 20, Township 138 North, Range 49 West and also a portion of the Southeast Quarter of the Northeast Quarter of Section 19, Township 138 North, Range 49 West.
3. At Entry No. 55 appears a County Road Easement to Cass County, dated July 2, 1953 and recorded April 27, 1954 in Book "K-2" of Misc., page 511 as Document No. 314091. Said easement is for public highway purposes on the property described therein. Notice should be taken of the location, scope and effect of this easement, which includes land in (i) the Northwest Quarter of the Southwest Quarter of Section 20, Township 138 North, Range 49 West; (ii) the Southwest Quarter of the Northwest Quarter of Section 20, Township 138 North, Range 49 West; (iii) the Southeast Quarter of the Northeast Quarter of Section 19, Township 138 North, Range 49 West; and (iv) the Northeast Quarter of the Southeast Quarter of Section 19, Township 138 North, Range 49 West.
4. At Entry No. 57½ appears a Right of Way Easement to Northwestern Bell Telephone Company, dated February 9, 1971 and recorded January 18, 1972 in Book "R-5" of Misc., page 301 as Document No. 455169. Said easement is to construct, operate, maintain, replace, and enlarge buried or underground telephone and communications lines in the North Half of the Southwest Quarter of Section 20 and South Half of South Half of the Northwest Quarter of Section 20, Township 138 North, Range 49 West, specifically approximately 80 feet East of the center of the section road bordering Section 20 on the west. Notice should be taken of the location, scope and effect of this easement.
5. At Entry No. 60 appears a Right of Way Easement to Northwestern Bell Telephone Company, dated August 2, 1977 and recorded November 29, 1977 in Book "Q-7" of Misc., page 374 as Document No. 528641. Said easement is to construct, operate, maintain, replace, enlarge and remove a communications system consisting of buried cables or wires and associated equipment in the Northeast Quarter of the Southeast Quarter and Southeast Quarter of the Northeast Quarter of Section 19, Township 138 North, Range 49 West, specifically the west boundary of said strip shall be a line parallel to and approximately 60 feet west of the centerline of the road bordering said Section 19 to the east. The east boundary shall be a line parallel to and 2 feet east of the first cable

laid. Notice should be taken of the location, scope and effect of this easement.

[Examiner's Note: As this easement impacts property in Section 19, it does not appear to impact the subject property].

6. At Entry No. 61 appears a Right of Way Easement to Cass County Electric Cooperative, Inc., dated May 3, 1979 and recorded February 5, 1980 in Book "M-8" of Misc., page 254 as Document No. 564316. Said easement is to construct, operate, and maintain an electric service line or system with the right to enter the premises described therein to maintain and repair said service line of system. Notice should be taken of the location, scope and effect of this easement, which is located in the Southeast Quarter of the Northeast Quarter of Section 19, Township 138 North, Range 49 West. [Examiner's Note: As this easement impacts property in Section 19, it does not appear to impact the subject property].
7. At Entry No. 64 appears a Right of Way Easement to Cass County Electric Cooperative, Inc., dated June 13, 1975 and recorded July 18, 1975 in Book "Q-6" of Misc., page 32 as Document No. 491439. Said easement is to construct, operate, and maintain an electric service line or system with the right to enter the premises described therein to maintain and repair said service line of system. Notice should be taken of the location, scope and effect of this easement, which is located in the Northwest Quarter of Section 20, Township 138 North, Range 49 West.
8. At Entry No. 68 appears a Plat of Auditor's Lot No. 3 of the Northwest Quarter of Section 20, Township 138 North, Range 49 West, dated July 29, 1983 and recorded August 4, 1983 in Book "C" of Misc., page 353 as Document No. 603047. Notice should be taken of all interests created, referenced or dedicated by way of said plat, which is shown in the abstract for information purposes only.
9. At Entry No. 69 appears a Right of Way Deed to the City of Horace, dated August 27, 1993 and recorded September 2, 1993 as Document No. 791492. Same is a right of way for public road, sidewalk, sewer or water, or related utilities over and across the property described therein (part of the South Half of the Northwest Quarter of Section 20, Township 138 North, Range 49 West).
10. At Entry No. 78 appears an Annexation Plat of Part of the West Half of Section 20, Township 138 North, Range 49 West of the Fifth Principal Meridian, recorded September 17, 1998 as Document No. 910964. Notice should be taken of all interests created, referenced or dedicated by way of said plat.

11. At Entry No. 82 appears a Telephone Company Right of Way Easement Agreement in favor of Insight Technologies, Inc. dba ReadITech Fiber, dated August 5, 2022 and recorded August 9, 2022 as Document No. 1672557. Said easement is to construct, reconstruct, operate and maintain a communications line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system on the property described therein. Same impacts the Southwest Quarter of Section 20, Township 138 North, Range 49 West. Notice should be taken of the location, scope and effect of this easement.

12. Your attention is directed to the attached Scope of Opinion for additional comments which are a part of this Title Opinion.

You are charged with the notice of the rights of persons in possession of said premises, the possibility of mechanic's liens, liens of the County Auditor. By statute, certain utilities have filed documents which place you on notice of the possibility of buried underground facilities. Whether such facilities actually do exist is not disclosed by the abstract.

I return the abstract here within.

Sincerely,

DWYER LAW OFFICE, PLLC

A handwritten signature in black ink, appearing to read "Lynn M. Mesteth", written in a cursive style.

Lynn M. Mesteth

SCOPE OF OPINION

Scope of Opinion: Unless otherwise stated, this opinion is written from an examination of the abstract only, and the court files of any proceedings that may appear, such as foreclosure, quiet title actions, probate proceedings or tax sales, have not been examined. The regularity of such legal proceedings is presumed. According to the abstract there appear to be no judgments, no mechanic's or other liens, and no unpaid taxes against the described premises except as mentioned in the opinion.

Location of Buildings: The abstract does not show the location of buildings. If buildings or other improvements are involved, you must satisfy yourself by survey or other proper investigation that the same lie within the boundaries of the property described in the abstract.

Possession: You are charged with notice of the rights of persons in possession of the premises and of easements, encroachments and the like which, though not appearing of record, are capable of ascertainment by inspection or survey.

Construction Liens: Such liens may be filed for record within 90 days after improvements or construction upon the premises. Therefore, if there have been any recent improvements, there is a possibility that liens for such work may still be filed though they do not appear in the abstract. In North Dakota, failure to file a construction lien within the 90-day period does not invalidate the lien except as against purchasers or encumbrances in good faith and for value whose rights accrue after the 90 days and before any claim for the lien is filed. You should satisfy yourself that there has been no labor performed or material furnished which would subject the property to construction liens or, if so, that they have been paid, and a 1989 amendment to the law allows mechanic's liens to be filed for architectural services, construction staking, engineering, land surveying, mapping, or soil testing.

Zoning Ordinances and Covenants: Information as to zoning ordinances is outside the scope of this opinion but can be obtained from the building inspector of the city in which the property is located. The examiner is unable to express an opinion whether structures are in compliance with covenants and restrictions filed on the subject property.

Taxes: In North Dakota, the general real estate taxes are not due until the year following the year for which they are assessed and levied. Taxes assessed and levied in the current year are not shown in an abstract. Federal or state tax liens that do not appear of record are not shown in the abstract and not mentioned in this opinion.

Special Assessments: Special assessments are not normally shown in an abstract until they have been extended in the tax lists by the county auditor. Consequently, it is possible for property to be subject to special assessments which do not appear in the abstract. Inquiry should be made as to special assessments from the city or county auditor involved.

Special Assessment Credit: N.D.C.C. § 57-02-08.3 provides for a lien in favor of the State against real property upon which a special assessment credit is allowed and said lien shall have

precedence over all other liens, except general taxes, and a mistake in description or name of the owner shall not defeat the lien.

Lien for Weed Control Purposes: N.D.C.C. § 63-01.1-08 provides for a lien against the property of a landowner who is responsible for infestation or fails or refuses to perform requirements for the control of weeds, and said lien need not be filed for record. It is possible that the real property described in the opinion may be subject to a lien and the county commissioners or county weed control officer should be contracted to determine whether a lien exists on the property as described in the abstract.

Waiver of Homestead Exemption: This examiner does not express an opinion whether any mortgage(s) listed in this opinion are in compliance with N.D.C.C. § 47-18-05.1 which requires a waiver of homestead exemption by the mortgagor(s) on a mortgage on homestead property, except for a purchase money mortgage.

Mineral Estate: No opinion is expressed as to the status of the mineral estate or the rights of the owners or holders of mineral estates.

Non-Access Control Line: This examiner has not viewed the subject property and does not express an opinion whether any driveway allowing access from a public street to the subject property is in violation of a non-access control line which may be dedicated in a subdivision plat in which the lot or lots are located.

Veterans Administration Loan Guarantees: This examiner does not express an opinion whether the borrower and lender in any mortgage cited in the title opinion have complied with N.D.C.C. § 35-03-01.3 which requires a statement to be signed by both parties at the time of the loan application when the loan is insured or guaranteed by the United States Veterans Administration.

Waste: No opinion is expressed whether the subject property is in compliance with all state and federal laws and regulations or orders of government bodies relating to solid waste, radioactive waste, hazardous waste or hazardous substances, including but not limited to those defined in 42 U.S.C. § 9601 *et seq.* and N.D.C.C. Chapters 23-20.2, 23-20.3, 23-20.4 and 23-29.



Dwyer LAW OFFICE PLLC

PRELIMINARY TITLE OPINION

DATE: 11/7/2022

TO: The City of Horace

ABSTRACT: 9596 (Abstract of Title and Stub Abstract of Title)

NUMBER OF ENTRIES: Entries A-W, inclusive (Abstract of Title); and Entry Nos. 1-123, inclusive (Stub Abstract of Title).

LAST CERTIFIED: October 24, 2022 at 6:59 a.m. by Cass County Abstract Company.

COVERING AND DESCRIBING: The following described tract of land, to-wit: Beginning at a point on the West line of Section Twenty, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, which point is 3,365.9 feet south of the Northwest corner of said Section twenty; running thence East to a point on the East line of the Southwest Quarter of said Section Twenty, which point is 3,386.8 feet south of the North line of the said Section Twenty; thence South along the East line of the Southwest Quarter of said Section Twenty, 568.4 feet to the Southeast corner of the North Half of the Southwest Quarter of said Section Twenty; thence West to the Southwest corner of said North Half of the Southwest Quarter of Section Twenty; thence North along the West line of said Section Twenty, 565.2 feet to the point of beginning;

AND

The following described tract of land, to-wit: Beginning at a point on the West line of Section Twenty, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, which point is 2452.1 feet South of the Northwest corner of said Section Twenty; running thence East to a point on the East line of the West Half of said Section Twenty, which point is 2466.8 feet South of the North line of said Section Twenty, thence South along the said East line 920 feet; thence West to a point on the West line of said section Twenty; thence North along the west line of said Section 913.8 feet to the point of beginning; EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS:

(1) A tract of land in the West Half of section Twenty, Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at the Northwest corner of said Section Twenty; thence South 0°00' East along the West line of said Section Twenty for a distance of 2,426.24 feet; thence North 88°55' East for a distance of 383.0 feet; thence South 0°00' East parallel to the West line of said Section Twenty for a distance of 186.42 feet; thence South 88°55' West for

a distance of 383.0 feet to the West line of said Section Twenty; thence North 0°00' East along said West line of Section Twenty for a distance of 186.42 feet to the point of beginning; and

(2) A tract of land in the West Half of Section Twenty, Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at the Northwest corner of said Section Twenty; thence South 0°00' East along the West line of said Section Twenty for a distance of 2,612.66 feet to the point of beginning; thence North 88°55' East for a distance of 383.0 feet; thence South 0°00' East parallel to the West line of said Section Twenty for a distance of 269.72 feet; thence South 88°55' West for a distance of 383.0 feet to the West line of said Section Twenty; thence North 0°00' East along said West line of Section Twenty for a distance of 269.72 feet to the point of beginning, less sixty feet along the West line for highway right-of-way.

ADDED NAMES SEARCHED: None.

APPARENT TITLE IN: Lee Clinton Sparks and Nancy Virginia Sparks, as Trustees of the Lee and Nancy Sparks 2018 Living Trust, by virtue of a Trustee's Deed, dated April 14, 2021 and recorded April 23, 2021 as Document No. 1630051 (at Entry No. 122 of the Abstract).

PREVIOUS TITLE IN: Dr. Clinton L. Sparks and Bernadine L. Sparks, as Co-Trustees of The Clinton L. & Bernadine L. Sparks Trust dated June 28, 2001, by virtue of a Quit Claim Deed, dated June 28, 2001 and recorded July 5, 2001 as Document No. 986418 (at Entry No. 120 of the Abstract; and by virtue of a Quit Claim Deed, dated June 28, 2001 and recorded July 5, 2001 as Document No. 986419 (at Entry No. 121 of the Abstract). [Examiner's Note: This deed indicates that Grantor Clinton L. Sparks is a married man, but no spouse joined in the conveyance and no Affidavit of Non-Homestead has been recorded].

SUBJECT TO:

1. Unpaid taxes of special assessments which have not yet been certified by the County Treasurer for collection. 2021 and prior years taxes are shown as paid. Tax Parcel Number: Part of 15-0200-13090-000.
2. At Entry No. 2 appears a Plat Showing Section 19, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota. Notice should be taken of all interests created, referenced or dedicated by way of said plat.
3. At Entry No. 94 appears a County Road Easement to Cass County, dated September 6, 1938 and recorded September 23, 1938 in Book "N-1" of Misc., page 88 as Document No. 215926. Said easement is for public highway purposes on the property described therein. Notice should be taken of the location, scope and effect of this easement, which impacts the West 17 feet of the East 50 feet of the Southeast Quarter of the Northeast Quarter and the West 17 feet of the East 50 feet of the Northeast Quarter of the Southeast Quarter of Section 19, Township 138 North, Range 49 West, and also the East 17 feet of

the West 50 feet of the Northwest Quarter of the Southwest Quarter of Section 20, Township 138 North, Range 49 West.

4. At Entry No. 98 appears a County Road Easement to Cass County, dated July 2, 1953 and recorded April 22, 1954 in Book "K-2" of Misc., page 452 as Document No. 313989. Said easement is for public highway purposes on the property described therein. Notice should be taken of the location, scope and effect of this easement, which impacts a portion of the Southwest Quarter of the Northwest Quarter of Section 20, Township 138 North, Range 49 West and also a portion of the Southeast Quarter of the Northeast Quarter of Section 19, Township 138 North, Range 49 West.
5. At Entry No. 98-A appears a County Road Easement to Cass County, dated July 2, 1953 and recorded April 27, 1954 in Book "K-2" of Misc., page 511 as Document No. 314091. Said easement is for public highway purposes on the property described therein, which includes land in (i) the Northwest Quarter of the Southwest Quarter of Section 20, Township 138 North, Range 49 West; (ii) the Southwest Quarter of the Northwest Quarter of Section 20, Township 138 North, Range 49 West; (iii) the Southeast Quarter of the Northeast Quarter of Section 19, Township 138 North, Range 49 West; and (iv) the Northeast Quarter of the Southeast Quarter of Section 19, Township 138 North, Range 49 West. Notice should be taken of the location, scope and effect of this easement.
6. At Entry No. 105 appears a Right of Way Easement to Northwestern Bell Telephone Company, dated February 9, 1971 and recorded January 18, 1972 in Book "R-5" of Misc., page 301 as Document No. 455169. Said easement is to construct, operate, maintain, replace, and enlarge buried or underground telephone and communications lines in the North Half of the Southwest Quarter of Section 20 and South Half of South Half of the Northwest Quarter of Section 20, Township 138 North, Range 49 West, specifically approximately 80 feet East of the center of the section road bordering Section 20 on the west. Notice should be taken of the location, scope and effect of this easement.
7. At Entry No. 108 appears a Right of Way Easement to Northwestern Bell Telephone Company, dated August 2, 1977 and recorded November 29, 1977 in Book "Q-7" of Misc., page 374 as Document No. 528641. Said easement is to construct, operate, maintain, replace, enlarge and remove a communications system consisting of buried cables or wires and associated equipment in the Northeast Quarter of the Southeast Quarter and Southeast Quarter of the Northeast Quarter of Section 19, Township 138 North, Range 49 West, specifically the west boundary of said strip shall be a line parallel to and approximately 60 feet west of the centerline of the road bordering said Section 19 to the east. The east boundary shall be a line parallel to and 2 feet east of the first cable laid. Notice should be taken of the location, scope and effect of this easement.

[Examiner's Note: As this easement impacts property in Section 19, it does not appear to impact the subject property].

8. At Entry No. 109 appears a Right of Way Easement to Cass County Electric Cooperative, Inc., dated April 18, 1978 and recorded May 26, 1978 in Book "U-7" of Misc., page 587 as Document No. 536463. Said easement is to construct, operate, and maintain an electric service line or system with the right to enter the premises described therein to maintain and repair said service line of system. Notice should be taken of the location, scope and effect of this easement, which is located in the Northwest Quarter of Section 19, Township 138 North, Range 49 West. [Examiner's Note: As this easement impacts property in Section 19, it does not touch or concern the subject property].
9. At Entry No. 110 appears a Right of Way Easement to Cass County Electric Cooperative, Inc., dated April 19, 1979 and recorded January 10, 1980 in Book "L-8" of Misc., page 408 as Document No. 563475. Said easement is to construct, operate, and maintain an electric service line or system with the right to enter the premises described therein to maintain and repair said service line of system. Notice should be taken of the location, scope and effect of this easement, which is located in the East Half of the Southeast Quarter of Section 19, Township 138 North, Range 49 West. [Examiner's Note: As this easement impacts property in Section 19, it does not appear to impact the subject property].
10. At Entry No. 111 appears a Right of Way Easement to Cass County Electric Cooperative, Inc., dated May 3, 1979 and recorded February 5, 1980 in Book "M-8" of Misc., page 254 as Document No. 564316. Said easement is to construct, operate, and maintain an electric service line or system with the right to enter the premises described therein to maintain and repair said service line of system. Notice should be taken of the location, scope and effect of this easement, which is located in the Southeast Quarter of the Northeast Quarter of Section 19, Township 138 North, Range 49 West. [Examiner's Note: As this easement impacts property in Section 19, it does not appear to impact the subject property].
11. At Entry No. 119 appears an Annexation Plat of Part of the West Half of Section 20, Township 138 North, Range 49 West of the Fifth Principal Meridian, recorded September 17, 1998 as Document No. 910964. Notice should be taken of all interests created, referenced or dedicated by way of said plat.
12. At Entry No. 123 appears a Telephone Company Right of Way Easement Agreement in favor of Insight Technologies, Inc. dba ReadITech Fiber, dated August 5, 2022 and recorded August 9, 2022 as Document No. 1672557. Said easement is to construct,

reconstruct, operate and maintain a communications line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system on the property described therein. Same impacts the Southwest Quarter of Section 20, Township 138 North, Range 49 West. Notice should be taken of the location, scope and effect of this easement.

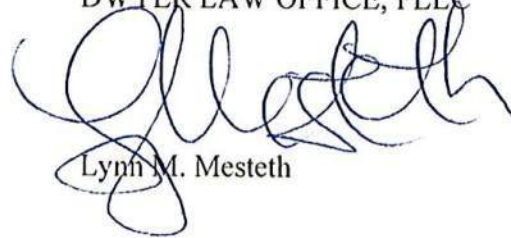
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DWYER LAW OFFICE, PLLC

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Lynn M. Mesteth

SCOPE OF OPINION

Scope of Opinion: Unless otherwise stated, this opinion is written from an examination of the abstract only, and the court files of any proceedings that may appear, such as foreclosure, quiet title actions, probate proceedings or tax sales, have not been examined. The regularity of such legal proceedings is presumed. According to the abstract there appear to be no judgments, no mechanic's or other liens, and no unpaid taxes against the described premises except as mentioned in the opinion.

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Special Assessment Credit: N.D.C.C. § 57-02-08.3 provides for a lien in favor of the State against real property upon which a special assessment credit is allowed and said lien shall have

precedence over all other liens, except general taxes, and a mistake in description or name of the owner shall not defeat the lien.

Lien for Weed Control Purposes: N.D.C.C. § 63-01.1-08 provides for a lien against the property of a landowner who is responsible for infestation or fails or refuses to perform requirements for the control of weeds, and said lien need not be filed for record. It is possible that the real property described in the opinion may be subject to a lien and the county commissioners or county weed control officer should be contracted to determine whether a lien exists on the property as described in the abstract.

Waiver of Homestead Exemption: This examiner does not express an opinion whether any mortgage(s) listed in this opinion are in compliance with N.D.C.C. § 47-18-05.1 which requires a waiver of homestead exemption by the mortgagor(s) on a mortgage on homestead property, except for a purchase money mortgage.

Mineral Estate: No opinion is expressed as to the status of the mineral estate or the rights of the owners or holders of mineral estates.

Non-Access Control Line: This examiner has not viewed the subject property and does not express an opinion whether any driveway allowing access from a public street to the subject property is in violation of a non-access control line which may be dedicated in a subdivision plat in which the lot or lots are located.

Veterans Administration Loan Guarantees: This examiner does not express an opinion whether the borrower and lender in any mortgage cited in the title opinion have complied with N.D.C.C. § 35-03-01.3 which requires a statement to be signed by both parties at the time of the loan application when the loan is insured or guaranteed by the United States Veterans Administration.

Waste: No opinion is expressed whether the subject property is in compliance with all state and federal laws and regulations or orders of government bodies relating to solid waste, radioactive waste, hazardous waste or hazardous substances, including but not limited to those defined in 42 U.S.C. § 9601 *et seq.* and N.D.C.C. Chapters 23-20.2, 23-20.3, 23-20.4 and 23-29.

Parcel #: 15-0200-13090-000
 Owner: LEE & NANCY SPARKS 2018 LIVING TRUST ETAL
 Address: RURAL ADDRESS
 HORACE ND 58047
 Jurisdiction: Horace City

Mortgage Company:

[Map View](#) - [Legal Description](#) - [Property details](#)
[Agricultural Land Value Calculation](#)

Mail To: LEE & NANCY SPARKS 2018 LT
 621 KEARNEY ST
 BENICIA CA 94510-3935

2022
Statement #220153196

Mill Levy Rate:	286.30
Consolidated:	\$1,964.01
Specials:	\$27,820.41
Drains:	\$52.77
Other:	\$0.00
Discounts:	\$98.20
Pen/Int:	\$0.00
1st Due:	\$0.00
2nd Due:	\$0.00
Amount Due:	\$0.00
Grand Total Due:	\$0.00

Statements

Year	Statement #	Type	Tax	Penalty	Interest	Discount *	Paid	Balance	Add to Cart
2022	220153196	Real Estate	\$29,837.19	\$0.00	\$0.00	\$98.20	<u>\$29,738.99</u>	\$0.00	Paid
2021	210152917	Real Estate	\$30,588.30	\$0.00	\$0.00	\$103.38	<u>\$30,484.92</u>	\$0.00	Paid
2020	200152362	Real Estate	\$31,277.95	\$0.00	\$0.00	\$102.86	<u>\$31,175.09</u>	\$0.00	Paid
2019	190151756	Real Estate	\$15,605.69	\$0.00	\$0.00	\$101.60	<u>\$15,504.09</u>	\$0.00	Paid
2018	180151257	Real Estate	\$15,696.63	\$442.89	\$0.00	\$0.00	<u>\$16,139.52</u>	\$0.00	Paid
2017	170150595	Real Estate	\$1,972.16	\$0.00	\$0.00	\$88.04	<u>\$1,972.16</u>	\$0.00	Paid
2016	160150104	Real Estate	\$1,691.67	\$0.00	\$0.00	\$74.01	<u>\$1,617.66</u>	\$0.00	Paid

Assessments

Year	Agricultural Land	Residential Land Building	Commercial Land Building	Total	Taxable Value Before Credits	Credits	Net Taxable Value
2022	\$137,200.00	\$0.00 \$0.00	\$0.00 \$0.00	\$137,200.00	\$6,860.00	<u>\$0.00</u>	\$6,860.00
2021	\$143,100.00	\$0.00 \$0.00	\$0.00 \$0.00	\$143,100.00	\$7,155.00	<u>\$0.00</u>	\$7,155.00
2020	\$144,500.00	\$0.00 \$0.00	\$0.00 \$0.00	\$144,500.00	\$7,225.00	<u>\$0.00</u>	\$7,225.00
2019	\$142,300.00	\$0.00 \$0.00	\$0.00 \$0.00	\$142,300.00	\$7,115.00	<u>\$0.00</u>	\$7,115.00
2018	\$136,900.00	\$0.00 \$0.00	\$0.00 \$0.00	\$136,900.00	\$6,845.00	<u>\$0.00</u>	\$6,845.00
2017	\$132,700.00	\$0.00 \$0.00	\$0.00 \$0.00	\$132,700.00	\$6,635.00	<u>\$0.00</u>	\$6,635.00
2016	\$132,700.00	\$0.00 \$0.00	\$0.00 \$0.00	\$132,700.00	\$6,635.00	<u>\$0.00</u>	\$6,635.00

SPECIAL ASSESSMENTS

If any special assessment districts are listed below they are for debt service type districts where improvements are financed and a yearly installment of principal and interest is attached to your tax billing. The "Principal Remaining" is the principal balance of the assessment that has not been billed on the tax statement. The "2023 Installment" is the proposed billing of principal and interest for the next tax year. The "Paid Specials" is a listing of the principal and interest payments made each year.

Specials

Project Code	Project Name	Principle Remaining	2023 Installment	Future (proposed)	Add to Cart
X522	2019-2	\$42,350.86	\$3,867.44	\$0.00	
X525	2019-5	\$120,647.62	\$11,017.42	\$0.00	
X517	City of Horace - Sewer 2017-2	\$127,665.75	\$12,341.02	\$0.00	
Total		\$290,664.23	\$27,225.88	\$0.00	

Payoff Date:

Paid Specials

Year	Total Payment	Principal Amount	Interest Amount
2022	\$12,596.35	\$8,511.05	\$4,085.30
2022	\$3,955.57	\$2,016.71	\$1,938.86
2022	\$11,268.49	\$5,745.13	\$5,523.36
2021	\$12,851.69	\$8,511.05	\$4,340.64
2021	\$4,043.70	\$2,016.71	\$2,026.99
2021	\$11,519.56	\$5,745.13	\$5,774.43
2020	\$13,107.02	\$8,511.05	\$4,595.97
2020	\$4,131.83	\$2,016.71	\$2,115.12
2020	\$11,770.62	\$5,745.13	\$6,025.49
2019	\$13,362.35	\$8,511.05	\$4,851.30



This recommendation letter serves as formal notice from the Horace Park District to the City Council of the City of Horace, North Dakota, that the Developer, ***Lee and Nancy Sparks 2018 Living Trust***, for ***Sparks Addition*** to the City of Horace, North Dakota, has met the requirements set forth in Section 17.8.10 of the Revised Ordinances of 2003 of the City of Horace, North Dakota, regarding park land dedication or payment in-lieu-of park land dedication for ***Sparks Addition***.

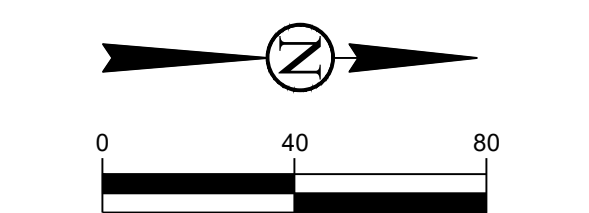
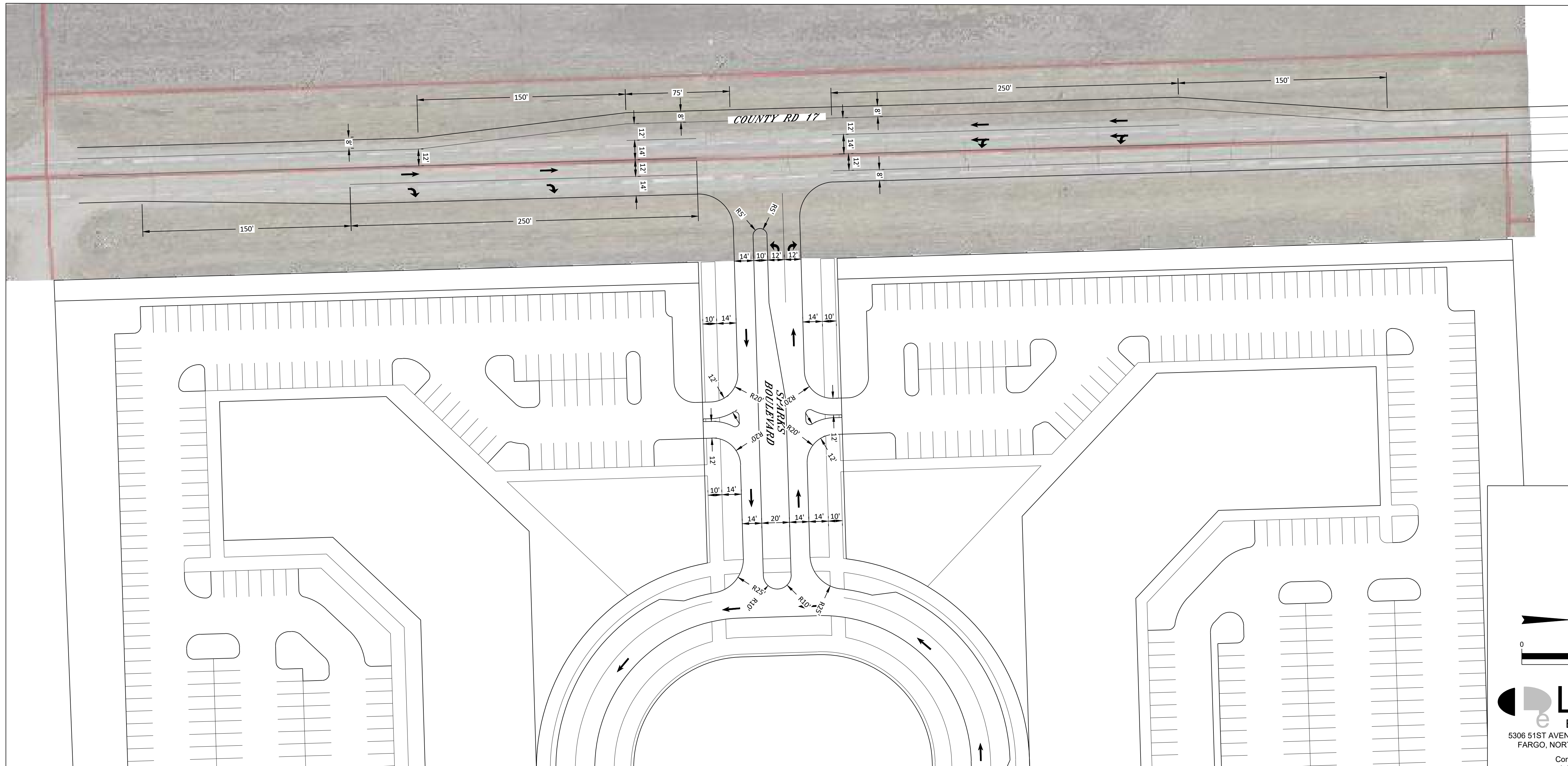
The Horace Park District has requested ***park land dedication and payment in-lieu-of park land dedication*** for ***Sparks Addition***. The proposed ***acreage*** for ***Sparks Addition*** is ***3.53 acres and is identified as Lot 4 of Block 5 (0.60 acres) and Lot 1 Block 8 (2.93 acres)*** on the plat of ***Sparks Addition***. The proposed ***dollar amount*** for ***Sparks Addition*** is ***Nine-hundred Seventy-two Thousand Four Hundred Sixteen Dollars and 02/100 (\$972,416.02)***. The Horace Park District respectfully requests that the City Council approve this recommendation for the purpose of providing public uses and facilities for existing and future residents of the community.

Dated: August 22, 2023.

Horace Park District

Wade Frank, President of the Horace Park District

*This letter supersedes the previous letters dated March 27, 2023, and June 13, 2023. The cash-in-lieu will be put towards the costs associated with park improvements in Sparks Addition.



LOWRY
 ENGINEERING
 5306 51ST AVENUE SOUTH, SUITE A
 FARGO, NORTH DAKOTA 58104
 Concept #2c.2
 L.E.#22007

2023-116

rec'd 8-18

ACCESS PERMIT APPLICATION



Highway Department
1201 Main Avenue West
West Fargo, ND 58078
www.casscountynd.gov
Phone: 701-298-2370
Fax: 701-298-2395

Please Print or Type Instructions: Complete all questions that apply, sign, attach necessary documents, and submit to the Cass County Highway Department, along with a nonrefundable application fee in the amount of \$50 and a \$1000 refundable performance guarantee. Submit an application and fee for each access requested.

Applicant Lee and Nancy Sparks (C/O Dwyer Law Office) <i>2018 Living Trust</i>		Applicant's Representative Dwyer Law Office	
Address 5302 51st Ave S, Suite D		Address 5302 51st Ave S, Suite D	
City, State Zip Fargo, ND 58102	Phone 701-235-2040	City, State Zip Fargo, ND 58102	Phone 701-235-2040
Email Address jack@dwyerlawnd.com		Email Address jack@dwyerlawnd.com	

Type of Permit Requested

New Access
 Modify Existing Access
 Remove Existing Access } Permanent Temporary Field Drive

Address, City, State Zip of Property to be Served by Permit (if applicable)

Parcel ID 15-0200-13090-000	Subdivision	Section 20	Township 138	Range 49
---------------------------------------	-------------	----------------------	------------------------	--------------------

On what county highway are you requesting the access?
Cass Hwy 17

What side of the highway? N S E W


Current land use of property? Agricultural Residential Business Other:

Will this activity disrupt normal traffic and/or functionality of the roadway?
 No Yes If yes, describe and submit a traffic safety plan per MUTCD on separate sheet (include timeline).

Are there other existing or dedicated public streets, roads, highways, or access easements bordering or within the property?
 No Yes If yes, list them on the plans and indicate the proposed and existing access points.

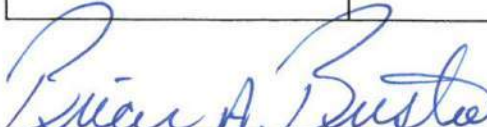
Description of proposed work
New access for proposed future subdivision

By signing below, the Applicant agrees to perform all work in accordance with the Cass County Highway Access Ordinance and this Permit and to indemnify and hold harmless the County, its officers and employees from all liability, judgments, costs, expenses, and claims growing out of damages, or alleged damages, of any nature whatsoever, to any person or property arising out of performance or nonperformance of said work, or the existence of said drives.

 Nancy Sparks 8/18/23
 Applicant Signature Nancy Sparks, Trustee Date

Upon approval and issuance of the permit, the Applicant is granted permission to commence the work described herein as per the Installation Start Date. At such time as all work has been done to the complete satisfaction of the Highway Department, the performance guarantee shall be released.

Installation Start Date	Installation Completion Date	Temporary Access Removal Date	Permitted Length of Time of Traffic Disruption
-------------------------	------------------------------	-------------------------------	--

 Brian A. Busto 8/21/2023
 Authorized Highway Department Signature Date

ACCESS PERMIT REQUIREMENTS

1. The applicant shall be solely responsible for paying all costs associated with the design and construction of an access facility and all costs associated with the design and construction of any improvement to a County Highway as required to accommodate the access facility and the traffic using the access facility.
2. No work under this application is to be started until the application is approved and the permit is issued.
3. The total cost of all construction and maintenance of the work specified shall be borne by the Applicant, its grantees, successors, and assigns; except that the County will maintain the shoulder of the roadway.
4. It is understood by the Applicant that the County does not assume any responsibility for the removal or clearance of snow, ice or sleet, or the opening of windrows of such material, upon any portion of the drive even though snow, ice, or sleet is deposited or windrowed on said drive by its authorized representative engaged in normal winter maintenance operations.
5. A drive, as referred to in this Permit, shall be the traveled area between the highway roadway-surface and the adjacent right-of-way line. Said drive shall be used only for the purpose of providing entrance to and exit from the Applicant's property.
6. The granting of this permit does not vest the applicant with the exclusive use of the drive. Cass County Highway Department retains the right to diminish and expand the use of the drive as required in the interest of the safety of highway traffic.
7. Where work on or near the traveled roadway is necessary, proper signs, channelizing devices, warning lights, and barricades must be erected to protect traffic, employees, and pedestrians. All traffic control devices and methods shall conform to the Manual on Uniform Traffic Control devise (MUTCD).
8. It is understood by the Applicant that the location, construction, and maintenance of drives are under the supervision of the County at all times, and that in granting this permit the County waives none of its powers or rights to direct the removal, relocation, and/or proper maintenance in the future of any drives within the right of way of the County Highway.
9. No foreign material such as dirt, gravel, or bituminous material shall be deposited or left on the road during the construction or installation of drainage facilities.
10. Roadside must be cleaned up after work is completed.
11. No improvement constructed on the highway right of way shall be altered or relocated without permission of the County Engineer of the County Highway Department.
12. Right of way widths for County Highways shall be 100 feet from the centerline of the county highway to the right of way line on both sides of the highway, unless the County Engineer determines an increase or decrease in width is appropriate.
13. Driveway side slopes shall be constructed 8:1 and shall be hand finished and seeded.
14. Proper erosion control and sedimentation devices shall be used.
15. No construction shall be considered as completed until checked and approved by the County Highway Department. Surfacing may be omitted on field entrances if so specified in the application.
16. After construction is completed the applicant shall notify the Cass County Highway Department that the work is completed and is ready for inspection.

OFFICE USE ONLY		
Application Fee Received:	Amount \$ <i>N/A BAB</i>	Date: <i>8-21-2023</i>
Performance Guarantee Received:	Amount \$ <i>—</i>	Date: <i>—</i>
Onsite Survey Completed By:		Date:
Requirements: <i>Turn / Bypass lanes, meet ROW Plat Dedication ✓</i>		
Approved Permit Sent to Applicant:	Date: <i>8/21/23</i> LS	
Written Notification Received From Applicant:	Date:	
Final Inspection Completed By:		Date:
Final Inspection Approved:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Performance Guarantee Released:	Date:	
Comments:		



HORACE PLANNING and ZONING COMMISSION MEETING MINUTES

December 12, 2023 | 6:00 p.m.

Horace Fire Hall Event Center | 413 Main Street, Horace ND 58047

Present: Planning and Zoning Commissioners – Amy Beaton, Julie Hochhalter, Ron Erickson, Chad Chalmers and Doug Wendel; Community Development Director, Jace Hellman; City Attorney, Lukas Croaker; City Engineer, Jim Dahlman; and City Council Member, Naomi Burkland.

Commission Chair Beaton called the meeting to order at 6:04 p.m.

Agenda Item 1: Declare Quorum

Agenda Item 2: Regular Agenda

Vice-Chair Hochhalter moved to approve the Regular Agenda. Seconded by Commissioner Erickson. All in favor, none opposed. Motion carried 5-0.

Agenda Item 3: Approve the November 28, 2023, Planning and Zoning Commission Meeting Minutes

Commissioner Wendel moved to approve the minutes from November 28, 2023. Seconded by Commissioner Erickson. All in favor, none opposed. Motion carried 5-0.

Agenda Item 4: Deer Creek Estates 3rd Addition | Jace Hellman, Community Development Director

Mr. Hellman provided a quick background of the proposed application for plat and rezone. Mr. Hellman noted that the remaining items from the November 28, 2023, meeting had been addressed and this plat was okay to proceed forward.

Public Hearing open at 6:08

Andrew Thill, with Lowry Engineering was present as the applicant's representative. No testimony was provided by Mr. Thill.

Public Hearing closed at 6:12

Commissioner Erickson moved to recommend approval of the plat and rezone for Deer Creek Estates 3rd Addition. Seconded by Commissioner Wendel. All in favor, none opposed. Motion carried 5-0.

Agenda Item 5: Land Use Ordinance Adoption | Jace Hellman, Community Development Director

Mr. Hellman provided a presentation detailing the process that has taken place over the last two and a half years to develop this draft ordinance proposal. Mr. Hellman provided the Planning and Zoning Commission with a list of changes that had occurred since the previous draft ordinance dated 11.16.22.

Public Hearing open at 6:33



Mr. Mike Zietz (8501 81st St S) commented that he would like to see a consideration for grass airstrips accounted for within the agriculture zoning district as a conditional use permit.

Mr. Chris Mack (Representing Christianson Companies) noted that there was potential issue with the maximum front yard setback within the 17/76 zoning district. Mr. Mack noted that for smaller lots and uses this may not be an issue, but for larger users and lots like a potential grocery store, this setback maximum would provide a conflict. Mr. Mack went on to state that a provision for a use like a grocery store should be considered. Mr. Hellman noted that he was hesitant to have the Commission remove the maximum setback from the 17/76 district so satisfy one potential use. Mr. Hellman provided an alternative which would be leaving the district as proposed and removing the maximum front and side yard setback from Commercial zoning district. That way, if the grocery store or similar user does come to fruition on the intended site, the applicants would have the ability to apply for a rezone in order to make the proposed property work. Mr. Hellman stated that way the intent of the district is preserved, while still providing an avenue for future development to occur on the property. Mr. Mack was in agreement with the proposal. Mr. Mack also added that a tree replacement policy should be considered within the subdivision development regulations.

Mr. Lonnie Wangen (7018 Sunnyside St) understood the property directly behind (parcel number 1501801005050) was currently zoned Agricultural, and the current future land use map designates the parcel as Community Focus when it comes to future development. Mr. Wangen requested that parcel number 1501801005050 be maintained as Agricultural on the proposed zoning map until a development application moves forward. Mr. Wagen had concern that applying the 17/76 zone at this time would allow for just about anything.

Mr. Brent Hanson (7414 Sunnyside St) Voiced concern about noticing for the meeting. Mr. Hanson was concerned because he had not received a paper notice for this meeting. Mr. Hellman explained that the notice procedure for an ordinance amendment is different than what the City would do for a land use application. Mr. Hellman went on to note that if the property owner adjacent to Mr. Hansons submits a land use application, he will receive a radius notice. Council Member Naomi Burkland explained that residents can sign up for alerts for City meetings on the City of Horace website.

Public Hearing closed at 6:58

During the Commissions' discussion, the Commission discussed including six changes to the proposed land use ordinance. The first was the addition of adding additional language to table 4-5.3. B.1.B "Wall & Berm Height Requirements Abutting a Residential Zoning District" to allow up to an 8-foot-high decorative wall for all use of, or zoning district for the subject property categories listed within the table. The second, add language allowing and requiring a conditional use permit for airstrips within the agricultural zoning district, as well as providing a definition for such use. Third, change the minimum width of lots from 40 ft to 45 ft within the Compact Residential zoning district, as well as change the interior side yard setback within the Compact Residential zoning district from 5 ft to 7 ft. Fourth, revert parcel number 1501801005050 back to an Agricultural Zoning District. Fifth, remove the front yard and street side yard maximum front yard setback from the Commercial Zoning District. The sixth and final discussed changed was to add language within 4-6.21. F.9 "Replacement" under the subdivision landscaping section of the ordinance to provide a procedure



for removing existing trees within a construction area of a new development, and define what type of tree, and quantities that will be required to be planted in place of those trees that were slated to be removed.

Chair Beaton moved to recommend approval of the land use ordinance with the six (6) discussed changes. Seconded by Commissioner Chalmers. All in favor, none opposed. Motion carried 5-0.

Agenda Item 6: Sparks Addition Amendment | Jace Hellman, Community Development Director

Mr. Hellman provided a detailed description of the proposed rezone and plat amendment for Sparks Addition. Mr. Hellman noted that the applicant is proposing to amend the previously approved Sparks Addition to incorporate additional and wider HOA lots to preserve the existing tree row surrounding the development area. Mr. Hellman went on to explain a rezone was needed to include additional public facility zoning districts for the newly added lots. Apart from the added HOA lots, the previously approved zoning will not change.

Public Hearing open at 8:00

Mr. Jack Dwyer, representing the Sparks Family Trust, was in attendance. Mr. Dwyer gave a brief overview of the proposed application.

Public Hearing closed at 8:06

Commissioner Erickson moved to recommend approval of the plat amendment and rezone for Sparks Addition. Seconded by Vice-Chair Hochhalter. All in favor, none opposed. Motion carried 5-0.

Agenda Item 7: 1005 5th St E Design Review | Jace Hellman, Community Development Director

Mr. Hellman introduced the proposed design review application for 1005 5th St E. Mr. Hellman noted that the applicant was proposing to build a 7200 square foot shop and office located at 1005 5th St E. Mr. Hellman reminded the Commission, that conditional use permit was approved by the City Council on December 4, 2023. Lastly, Mr. Hellman noted that the roof line exceeded 100 ft, which per City Ordinance requires something to break up the roof line. The applicant representative, Ian Bullis, noted that the architect was finishing up the final design of the building, and that he wanted some feedback from the Commission as to what could be used to break up the roof line. The Commission mentioned that weathervanes have been used previously, as well as cupolas. Ultimately, the Commission wanted to see what the applicant's architect would come up with before approving the design review application.

Commissioner Wendel moved to table the design review application for 1005 5th St E to the January 9th, 2024, Planning and Zoning Commission Meeting. Seconded by Vice-Chair Hochhalter. All in favor, none opposed. Motion carried 5-0.

Agenda Item 6: Adjournment at 8:20 p.m.



**CITY OF HORACE:
CITY COUNCIL
STAFF REPORT**

City of Horace City Council Staff Report

Entitlements Requested:	Subdivision	Zone Change	Design Review	Conditional Use	Variance	Lot Spilt	Other
Title:	Deer Creek Estates 3 rd Addition		Application Number:		CD-2023-28		
Date:	1/16/2024		Staff Contact:		Jace Hellman		
Owner(s)/Applicant:	Deer Creek Estates LLC		Applicant Contact:		brandon@raboinrealty.com		
Representative:	Andrew Thill – Lowry Engineering		Representative Contact:		athill@lowryeng.com		

Purpose

The applicant is requesting to subdivide a portion of block one and two within Deer Creek Estates 2nd Addition. Additionally, the applicant is proposing to redistribute the existing zoning of R-6 and PF to fit the new proposed layout

Statement of Fact

Future Land Use Map Classification:	Compact Development
Existing Land Use:	Vacant
Current Zoning:	R-6 and PF
Proposed Zoning:	No Change proposed
Development Area:	5.2 acres
Adjacent Zoning Districts:	North: R-6 (High Density); East: R-6 (High Density); South: A (Agricultural); West: C-3 (General Commercial)
Adjacent Street(s) Existing & Proposed:	64 th Ave S, County Road 17, 68 th St S, Deer Creek Loop, Deer Creek Parkway
Internal Street(s) Existing & Proposed:	None
ROW to be Vacated:	A portion of Deer Creek Loop and Cedar Drive will be vacated. 68 th St S will be extended and connected to 64 th Ave S
Adjacent Bike/Pedestrian Facilities:	64 th and CR 17 will require multi-use paths
Adjacent Parks:	None
Land Dedication Requirements:	None Required

Consistency with Comprehensive Plan and Future Land Use Map

The current zoning of the property is compatible with the future land use map and Comprehensive Plan.

Discussion and Observation

The applicant has filed a subdivision applicant to replat portions of block 1 and block 2 within Deer Creek Estates 2nd Addition. Additionally due to the replat, a rezone application has accompanied the overall application to adjust existing zoning districts to fit the proposed parcels.

With the plating of Deer Creek 2nd Addition, the Right-of-Way for Deer Creek Loop heading west, and Cedar Drive was created. It should be noted that this provided the developments' second access point. The applicant is proposing to vacate that approximately 290 feet of Deer Creek Loop and 196 ft of Cedar Drive. A replacement for the ROW and access that will be vacated, the applicant is proposing to extend 68th St S. This extension will serve as the developments 2nd required access.

It is staffs understanding that the applicant's goal behind this replat is to make a developable portion of Deer Creek Estates that is not tied regionally to the Commercial lot to the west as it pertains to future assessments that will be required to develop these approved plats.

A resolution creating the improvement district for improvements to 64th Ave S was approved by the City Council on the November 6th, 2023, City Council meeting.

The Planning and Zoning Commission held a public hearing on December 12, 2023, to review the application and received testimony from the applicant and the public. Apart from the applicant's representative, no further testimony was received. The Planning and Zoning Commission voted 5-0 to recommend approval of the plat and rezone for Deer Creek Estates 3rd Addition.

Recommendation

To accept the findings and recommendations of the staff report and approve the Subdivision and Rezone applications for Deer Creek Estates 3rd.

Attachments

1. Subdivision Application
2. Plat
3. Rezone Application
4. Rezone Exhibit
5. Zoning Overlay
6. Preliminary Drainage Report
7. Park District Recommendation – Deer Creek Estates 2nd Addition
8. Title Opinion



COMMUNITY DEVELOPMENT DEPARTMENT
215 PARK DRIVE EAST
HORACE, NORTH DAKOTA 58047
PHONE: 701.492-2972
E-MAIL: bvoigt@cityofhorace.com
www.cityofhorace.com

APPLICATION DATE

(mo/day/year) **9.26.2023**

SUBDIVISION APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): HS Investments LLC - Matthew Hauff

ADDRESS: 5302 51st Ave S, Fargo, ND 58104

PRIMARY PHONE: 701-532-0898

ALTERNATIVE PHONE:

EMAIL: matthew@brookstoneproperty.com

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Lowry Engineering - Andrew Thill, PE

ADDRESS: 5306 51st Ave S, Suite A, Fargo, ND 58104

PRIMARY PHONE: 701-235-0199

ALTERNATIVE PHONE:

EMAIL: athill@lowryeng.com

3 PROPOSED SUBDIVISION DETAILS

SUBDIVISION: Deer Creek Estates 3rd Addition

SECTION, TOWNSHIP, RANGE: S5 T138 R49

TOTAL ACRES: 5.2

NUMBER OF LOTS: 10

PROPOSED LAND USE AND ZONING: R6 and Public Facilities

4 BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

Replat and minor adjustment of Deer Creek Estates 2nd Addition.

5 EXISTING OR PROPOSED INFRASTRUCTURE TYPE

ROADS: PUBLIC PRIVATE PAVED GRAVEL

WATER SUPPLY: PUBLIC PRIVATE RURAL WATER SHARED WELLS

WASTE WATER TREATMENT: PUBLIC ON-SITE SEPTIC

STORM SEWER: DITCHES STORM SEWER SYSTEM

OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE SUBDIVISION: PUBLIC PRIVATE

6 HIGHWAY ACCESS PERMITTING

DOES PROPOSED SUBDIVISION ACCESS COUNTY HIGHWAY? YES NO

IF YES, PLEASE SECURE HIGHWAY ACCESS PERMIT WITH CASS COUNTY ENGINEER BEFORE YOU SUBMIT SUBDIVISION APPLICATION. FOR MORE INFORMATION, PLEASE CONTACT THE CASS COUNTY ENGINEER OFFICE AT 701-298-2378 OR BUSTAB@CASSCOUNTYND.GOV.

CASS COUNTY ENGINEER TECHNICIAN

DATE

7 SUPPLEMENTAL DOCUMENTS TO BE SUBMITTED

- TITLE OPINION DOCUMENT
- VERIFICATION OF TAXES PAID (<https://proptax.casscountynd.gov/#Search>)
- PARK BOARD RECOMMENDATION LETTER (PLEASE CONTACT WADE FRANK AT EITHER 218-790-2849 OR WFRANK@CITYOFHORACE.COM)
- NA MASTER PLAN DOCUMENT THAT COVERS ENTIRE CONTIGOUS AREA OWNED OR CONTROLLED BY THE SUBDIVIDER UP TO 80 ACRES
- DRAFT PLAT DOCUMENT
- DRAINAGE PLAN
- NA TABLE SHOWING BREAKDOWN OF LAND USE ACREAGE AND LAND DEDICATION PROPOSED TO MEET CITY ORDINANCE LAND DEDICATION REQUIREMENTS OF TITLE IV SECTION 17.8.10 (EXCEL FORMAT PREFERRED)

8 SIGNATURE

OWNER SIGNATURE



DATE

9.26.2023

REPRESENTATIVE SIGNATURE

DATE

SUBDIVISION FEE SCHEDULE

- SUBDIVISION (1-4 LOTS): \$350.00 BASE FEE + \$20 PER LOT
- SUBDIVISION (5 OR MORE): \$600.00 BASE FEE + \$20 PER LOT

\$800

DATE FEE PAID:

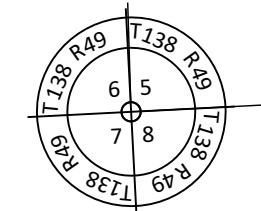
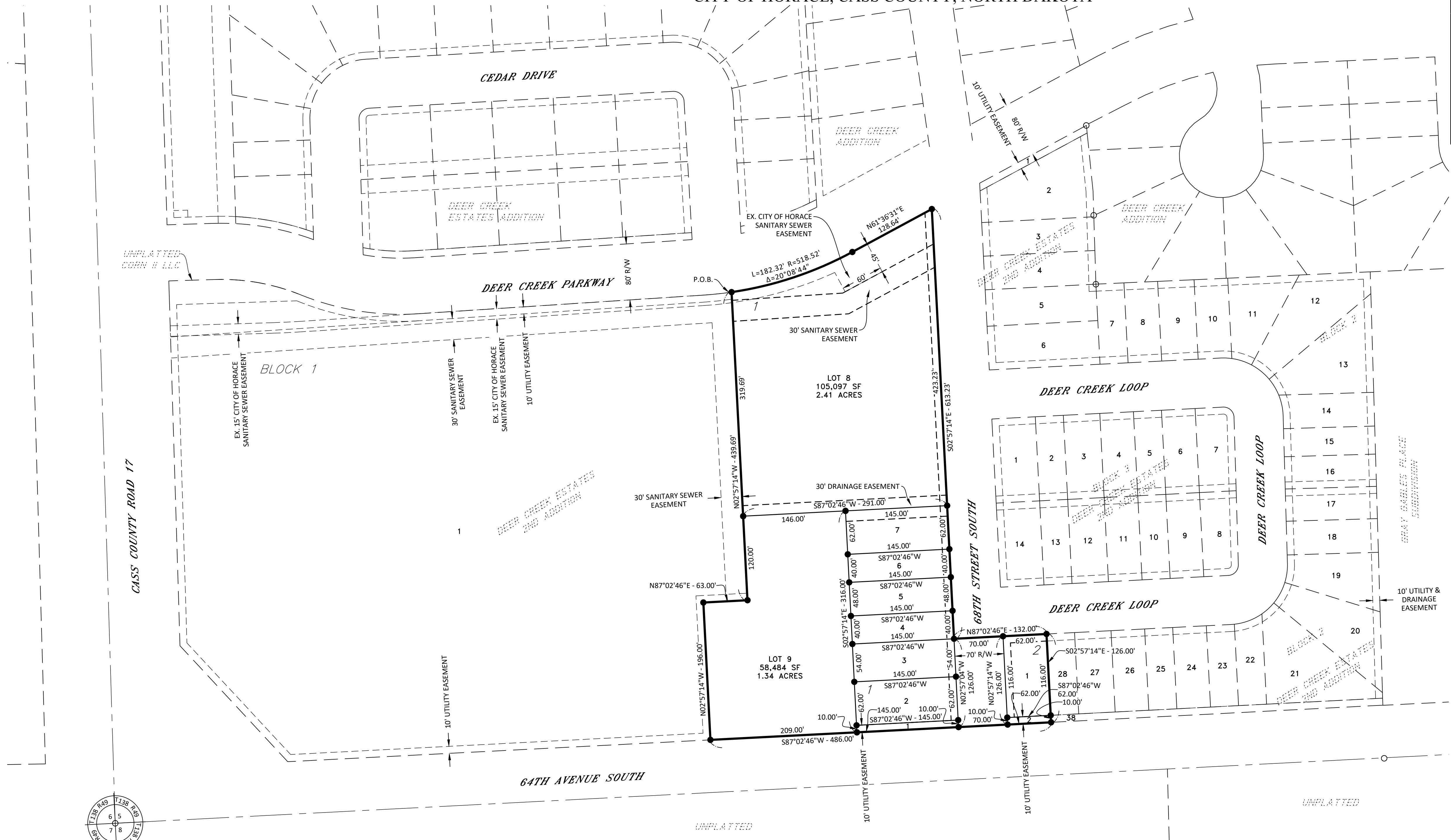
NOTE: A NONREFUNDABLE FILING FEE MUST BE ACCOMPANIED WITH THE APPLICATION AT TIME OF SUBMITTAL MADE PAYABLE TO THE CITY OF HORACE.

ACKNOWLEDGEMENT: WE HEREBY ACKNOWLEDGE THAT THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF OUR KNOWLEDGE AND THAT THE PRIMARY CONTACT NAMED ABOVE WILL BE CONTACTED IF ANY QUESTIONS ARISE AND WHEN THE PLAT HAS BEEN APPROVED

DEER CREEK ESTATES THIRD ADDITION

A REPLAT OF LOTS 2-3, BLOCK 1 AND LOTS 29-37, BLOCK 2; AND A VACATION OF CEDAR DRIVE AND PART OF DEER CREEK LOOP; ALL IN DEER CREEK ESTATES SECOND ADDITION CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

BLOCK 1 LOT AREA TABLE		BLOCK 2 LOT AREA TABLE	
LOT #	SQUARE FEET	LOT #	SQUARE FEET
1	1,450	1	7,192
2	8,990	2	620
3	7,830		
4	5,800		
5	6,960		
6	5,800		
7	8,990		



NOTES

1. ALL DISTANCES ARE GROUND DISTANCES.

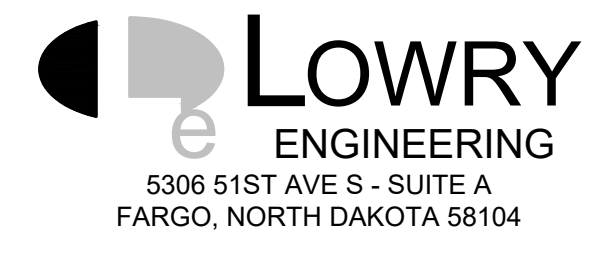
SURVEY INFORMATION

DATE OF SURVEY: OCTOBER 2021
 BASIS OF BEARING: COORDINATE SYSTEM NAD83 - NORTH
 DAKOTA STATE PLANE SOUTH ZONE - CASS COUNTY
 GOVERNMENT INTERNATIONAL FOOT PER NDDOT CHAPTER 19
 VERTICAL DATUM: NAVD88

LEGEND

- MONUMENT SET
- MONUMENT FOUND
- - - EX. EASEMENT
- - - EX. PROPERTY LINE
- - - EX. SECTION LINE
- PROPERTY BOUNDARY LINE
- NEW ROW/PROPERTY LINE
- - - NEW EASEMENT LINE

SHEET 1 OF 2



C:\Users\PATRICIA\OneDrive\Documents\Projects\Deer Creek Estates\Deer Creek Estates Third Addition\DWG\20211021_09:19:25AM_C:\Users\PATRICIA\OneDrive\Documents\Projects\Deer Creek Estates\Deer Creek Estates Third Addition\DWG\20211021_09:19:25AM.dwg

DEER CREEK ESTATES THIRD ADDITION

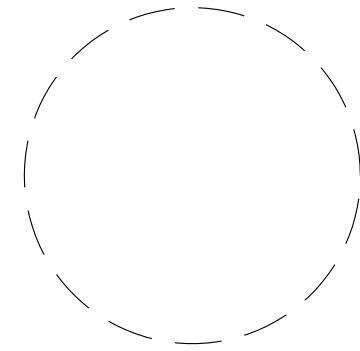
A REPLAT OF LOTS 2-3, BLOCK 1 AND LOTS 29-37, BLOCK 2; AND A VACATION OF CEDAR DRIVE AND PART OF DEER CREEK LOOP; ALL IN DEER CREEK ESTATES SECOND ADDITION CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

SURVEYOR'S CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY ON THIS _____ DAY OF 2024, THAT THE ATTACHED PLAT OF DEER CREEK ESTATES THIRD ADDITION, BEING A REPLAT OF LOTS 2-3, BLOCK 1 AND LOTS 29-37, BLOCK 2; AND A VACATION OF CEDAR DRIVE AND PART OF DEER CREEK LOOP; ALL IN DEER CREEK ESTATES SECOND ADDITION, IN THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA, IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF, THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT IN FEET AND DECIMALS OF A FOOT, AND THAT THE MONUMENTS FOR THE GUIDANCE OF FUTURE SURVEYS HAVE BEEN PLACED IN THE GROUND AS SHOWN, AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF DEER CREEK ESTATES SECOND ADDITION, A PLAT ON FILE AT THE CASS COUNTY RECORDER'S OFFICE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 518.52 FEET WITH AN ARC LENGTH OF 182.32 FEET; THENCE N61°36'31"E FOR A DISTANCE OF 128.64 FEET; THENCE S02°57'14"E FOR A DISTANCE OF 613.23 FEET; THENCE N87°02'46"E FOR A DISTANCE OF 132.00 FEET; THENCE S02°57'14"E FOR A DISTANCE OF 126.00 FEET; THENCE S87°02'46"W FOR A DISTANCE OF 486.00 FEET; THENCE N02°57'14"W FOR A DISTANCE OF 196.00 FEET; THENCE N87°02'46"E FOR A DISTANCE OF 63.00 FEET; THENCE N02°57'14"W FOR A DISTANCE OF 439.69 FEET TO THE POINT OF BEGINNING.

SAID DEER CREEK ESTATES THIRD ADDITION, CONSISTS OF 11 LOTS AND 2 BLOCKS, AND CONTAINS 5.19 ACRES, MORE OR LESS, TOGETHER WITH UTILITY AND DRAINAGE EASEMENTS AND STREET RIGHTS OF WAY OF RECORD.



COLE A. NESET,
REGISTERED LAND SURVEYOR
ND REG. LS-7513

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, REGISTERED LAND SURVEYOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: _____ CASS STATE: NORTH DAKOTA _____

OWNERS' CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "DEER CREEK ESTATES THIRD ADDITION" TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA, AND WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF COLE A. NESET, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE AND CONVEY TO THE PUBLIC, FOR PUBLIC USE, LOT 9, BLOCK 1, ALL STREET RIGHT OF WAYS, UTILITY, SANITARY SEWER AND DRAINAGE EASEMENTS SHOWN ON SAID PLAT.

DEER CREEK ESTATES, LLC
OWNER OF LOTS 1 THRU 8, BLOCK 1 AND ALL OF BLOCK 2

DEER CREEK ESTATES, LLC
BY: BRANDON RABOIN
ITS: PRESIDENT

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRANDON RABOIN, TO ME KNOWN TO BE THE PRESIDENT OF DEER CREEK ESTATES, LLC, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF DEER CREEK ESTATES, LLC.

NOTARY PUBLIC, COUNTY: _____ CASS STATE: NORTH DAKOTA _____

CITY OF HORACE

OWNER: LOT 9, BLOCK 1

KORY PETERSON
MAYOR

BRENTON HOLPER
CITY AUDITOR

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KORY PETERSON, TO ME KNOWN TO BE THE MAYOR OF THE CITY OF HORACE, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE CITY OF HORACE.

NOTARY PUBLIC, COUNTY: _____ CASS STATE: NORTH DAKOTA _____

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRENTON HOLPER, TO ME KNOWN TO BE THE CITY AUDITOR OF THE CITY OF HORACE, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE CITY OF HORACE.

NOTARY PUBLIC, COUNTY: _____ CASS STATE: NORTH DAKOTA _____

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF HORACE, NORTH DAKOTA, IS HEREBY APPROVED THIS _____ DAY OF _____, 2024.

JAMES DAHLMAN
CITY ENGINEER

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JAMES DAHLMAN, TO ME KNOWN TO BE THE CITY ENGINEER DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS CITY ENGINEER.

NOTARY PUBLIC, COUNTY: _____ CASS STATE: NORTH DAKOTA _____

CITY COUNCIL APPROVAL

THIS PLAT IN THE CITY OF HORACE, NORTH DAKOTA, IS HEREBY APPROVED THIS _____ DAY OF _____, 2024.

KORY PETERSON
MAYOR

BRENTON HOLPER
CITY AUDITOR

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KORY PETERSON, TO ME KNOWN TO BE THE MAYOR OF THE CITY OF HORACE, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE CITY OF HORACE.

NOTARY PUBLIC, COUNTY: _____ CASS STATE: NORTH DAKOTA _____

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRENTON HOLPER, TO ME KNOWN TO BE THE CITY AUDITOR OF THE CITY OF HORACE, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE CITY OF HORACE.

NOTARY PUBLIC, COUNTY: _____ CASS STATE: NORTH DAKOTA _____

HORACE PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF HORACE, NORTH DAKOTA, IS HEREBY APPROVED THIS _____ DAY OF _____, 2024.

AMY BEATON
CHAIR

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED AMY BEATON, TO ME KNOWN TO BE THE CHAIR OF THE HORACE PLANNING AND ZONING COMMISSION THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME ON BEHALF OF THE HORACE PLANNING AND ZONING COMMISSION.

NOTARY PUBLIC, COUNTY: _____ CASS STATE: NORTH DAKOTA _____

CITY ATTORNEY'S APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 2024.

LUKAS W. CROAKER
CITY ATTORNEY

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED LUKAS W. CROAKER, CITY ATTORNEY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, COUNTY: _____ CASS STATE: NORTH DAKOTA _____

SHEET 2 OF 2





COMMUNITY DEVELOPMENT DEPARTMENT
215 PARK DRIVE EAST
HORACE, NORTH DAKOTA 58047
PHONE: 701.492-2972
E-MAIL: bvoigt@cityofhorace.com
www.cityofhorace.com

APPLICATION DATE

(mo/day/year)

ZONE CHANGE APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): HS Investments LLC - Matthew Hauff

ADDRESS: 5302 51st Ave S, Fargo, ND 58104

PRIMARY PHONE: 701-532-0898

ALTERNATIVE PHONE:

EMAIL: matthew@brookstoneproperty.com

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Lowry Engineering - Andrew Thill, PE

ADDRESS: 5306 51st Ave S, Suite A, Fargo, ND 58104

PRIMARY PHONE: 701-235-0199

ALTERNATIVE PHONE:

EMAIL: athill@lowryeng.com

3 PROPERTY DETAILS

LEGAL DESCRIPTION: Deer Creek Estates 3rd Addition

ADDRESS:

CURRENT ZONING: R6 and Public Facilities

PROPOSED ZONING: R6 and Public Facilities

4

BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

Revisions to plat and roadway alignments require rezone to change some previous ROW to R6 and some previous R6 to ROW.

8

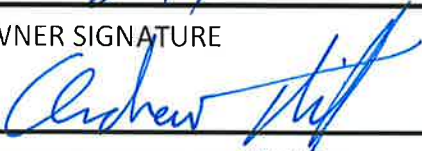
SIGNATURE



OWNER SIGNATURE

10/23/23

DATE



REPRESENTATIVE SIGNATURE

10/24/2023

DATE

ZONING CHANGE FEE SCHEDULE

ZONING CHANGE FEE—\$325.00

DATE FEE PAID:

NOTE: A NONREFUNDABLE FILING FEE MUST BE ACCOMPANIED WITH THE APPLICATION AT TIME OF SUBMITTAL MADE PAYABLE TO THE CITY OF HORACE.

ACKNOWLEDGEMENT: WE HEREBY ACKNOWLEDGE THAT THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF OUR KNOWLEDGE AND THAT THE PRIMARY CONTACT NAMED ABOVE WILL BE CONTACTED IF ANY QUESTIONS ARISE AND WHEN THE PLAT HAS BEEN APPROVED AND APPROPRIATE COPIES ARE READY FOR RECORDING.

Preliminary Drainage Plan

Date: September 26, 2023

To: City of Horace

From: Samuel Solberg, P.E.

RE: Preliminary Drainage Plan for the Deer Creek Estates 3rd Addition in Horace, ND

LE Project Number: 23145

Purpose

This memorandum describes proposed drainage plan and stormwater detention pond that will serve Deer Creek Estates 3rd Addition.

Storm Water Management Design

- The proposed Deer Creek Estates 3rd Addition will be a replat of a portion of Deer Creek Estates 2nd Addition, while development of this Addition will include all of Deer Creek Estates 2nd and 3rd Addition.
- This development will create approximately 48 single-family lots, between 1/4 – acre and 1/8 – acre in size, as well as two larger lots: one intended for future development and the other for a stormwater detention pond that will serve both Deer Creek Estates 2nd and 3rd Additions.
- **Appendix A** shows a layout of the preliminary storm sewer system that will serve this development. Curb inlets will drain runoff from the roads and the front portions of the lots, while rear yard inlets will drain the back portions of the lots.
- Most of the proposed inlets will connect and drain to the proposed detention pond located in the southwest corner of Deer Creek Estates 3rd Addition.
- Some rear lots in the north portion of Deer Creek Estates 2nd Addition will drain to an existing inlet located between Block 2, Lots 10 and 11.
- A layout of the proposed pond can be observed in **Appendix B**. This pond will be approximately 5' deep from the normal water elevation to the bottom of the pond. A 10' safety shelf from the normal water will lead into a 6:1 slope which will tie into existing ground.
- Duplex stormwater pumps on the south side of the pond will discharge the pond into the ditch along 64th Avenue.
- HydroCad was used to analyze the proposed detention pond for a 100-year, 24-hour storm event in Horace. Utilizing duplex pumps, the proposed pond will discharge 12.25 CFS into the 64th Avenue Ditch. The HydroCad modeling results, which can be seen in **Appendix C**, show that the proposed pond is adequate to serve Deer Creek Estates 2nd and 3rd Additions.

Attachments

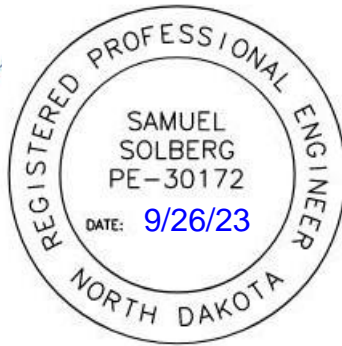
1. **Appendix A:** Preliminary Storm Sewer System
2. **Appendix B:** Proposed Detention Pond
3. **Appendix C:** HydroCad Modeling Results

If there are any questions or comments regarding this memorandum, please feel free to contact me at 701-235-0199 or ssolberg@lowryeng.com .

Samuel Solberg, P.E.

A handwritten signature in blue ink that reads "Samuel Solberg". The signature is written in a cursive style and is positioned to the left of the circular professional engineer seal.

Civil Engineer
Lowry Engineering

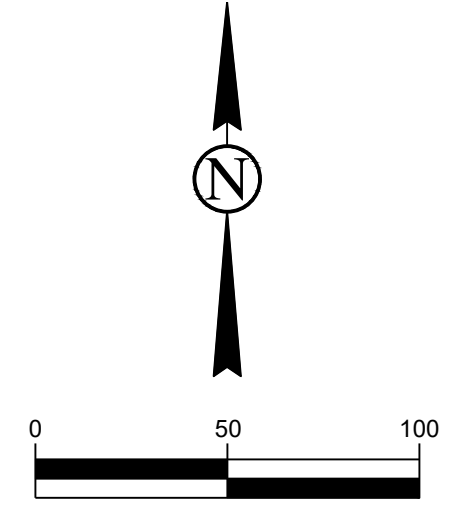
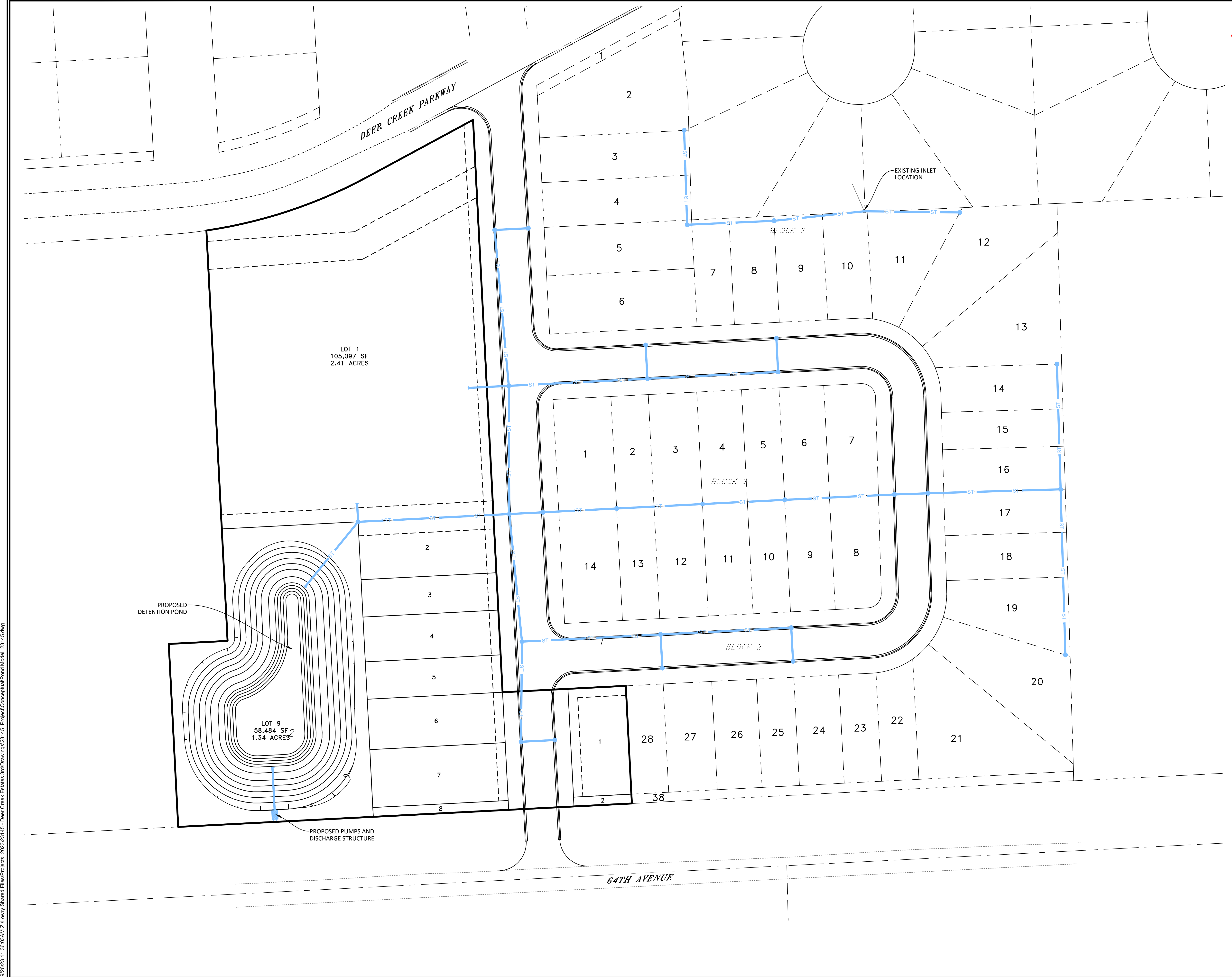


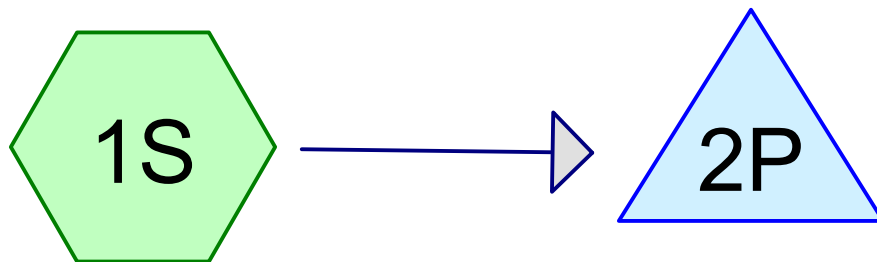
REVISIONS

DEER CREEK 3RD ADDITION
HORACE, NORTH DAKOTA

PRELIMINARY
NOT FOR
CONSTRUCTION

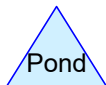
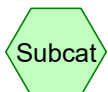
LE JOB #	23145
PROJECT DATE:	09/26/2023
CHECKED BY:	SAS
DRAWN BY:	
APPROVED BY:	AJT





Deer Creek 3rd

Deer Creek Pond 1



23145_Prelim Pond

Prepared by HP Inc.

HydroCAD® 10.00-26 s/n 07672 © 2020 HydroCAD Software Solutions LLC

Type II 24-hr 100-YR Rainfall=6.36"

Printed 9/26/2023

Page 2

Summary for Subcatchment 1S: Deer Creek 3rd

Runoff = 94.64 cfs @ 12.06 hrs, Volume= 6.658 af, Depth= 5.54"

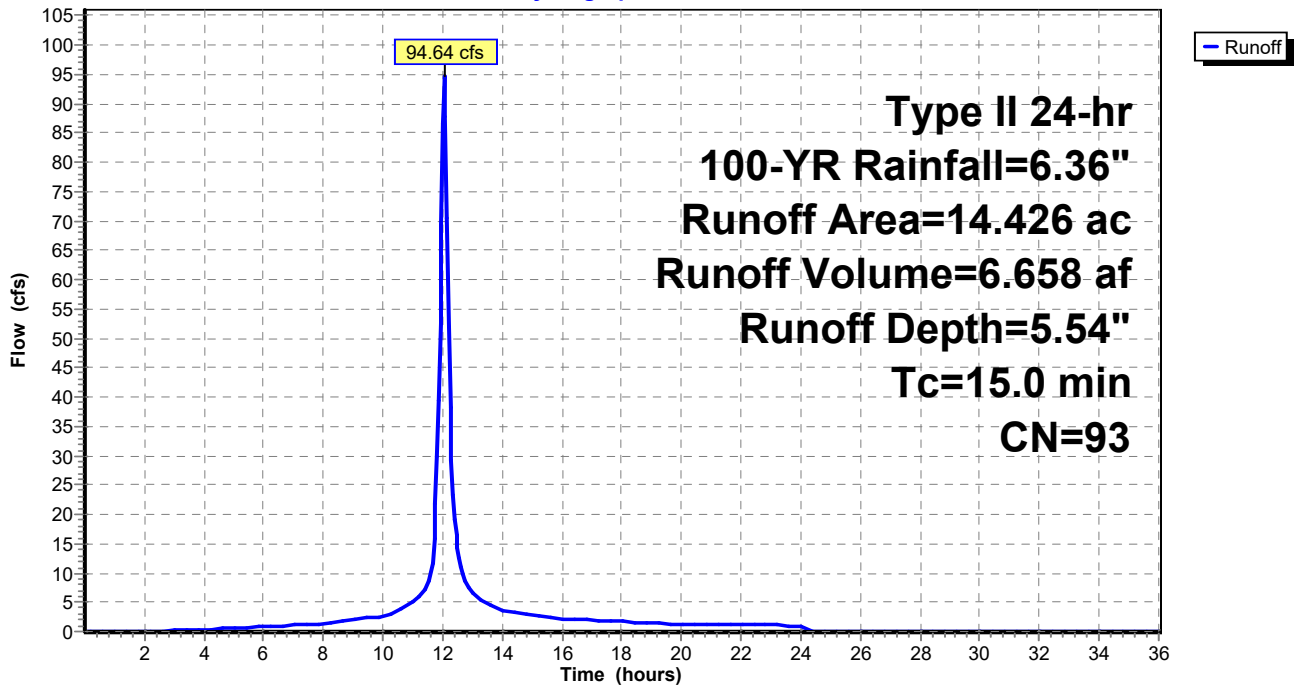
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.01-36.01 hrs, dt= 0.05 hrs
Type II 24-hr 100-YR Rainfall=6.36"

Area (ac)	CN	Description
11.667	92	1/8 acre lots, 65% imp, HSG D
2.759	95	Urban commercial, 85% imp, HSG D
14.426	93	Weighted Average
4.497		31.17% Pervious Area
9.929		68.83% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Subcatchment 1S: Deer Creek 3rd

Hydrograph



23145_Prelim Pond

Type II 24-hr 100-YR Rainfall=6.36"

Prepared by HP Inc.

Printed 9/26/2023

HydroCAD® 10.00-26 s/n 07672 © 2020 HydroCAD Software Solutions LLC

Page 3

Summary for Pond 2P: Deer Creek Pond 1

Inflow Area = 14.426 ac, 68.83% Impervious, Inflow Depth = 5.54" for 100-YR event
 Inflow = 94.64 cfs @ 12.06 hrs, Volume= 6.658 af
 Outflow = 12.25 cfs @ 12.06 hrs, Volume= 6.665 af, Atten= 87%, Lag= 0.0 min
 Primary = 12.25 cfs @ 12.06 hrs, Volume= 6.665 af

Routing by Dyn-Stor-Ind method, Time Span= 0.01-36.01 hrs, dt= 0.05 hrs
 Peak Elev= 905.27' @ 12.57 hrs Surf.Area= 33,144 sf Storage= 111,596 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)
 Center-of-Mass det. time= 77.5 min (853.7 - 776.2)

Volume	Invert	Avail.Storage	Storage Description			
#1	900.50'	155,577 cf	Custom Stage Data (Irregular) Listed below (Recalc)			
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)	
900.50	12,956	517.0	0	0	12,956	
901.00	15,601	548.0	7,129	7,129	15,597	
902.00	20,185	599.0	17,844	24,973	20,287	
903.00	23,891	636.0	22,012	46,985	23,975	
904.00	27,820	674.0	25,831	72,815	27,990	
905.00	31,974	712.0	29,873	102,688	32,239	
906.00	36,352	749.0	34,140	136,828	36,602	
906.50	38,657	768.0	18,749	155,577	38,927	

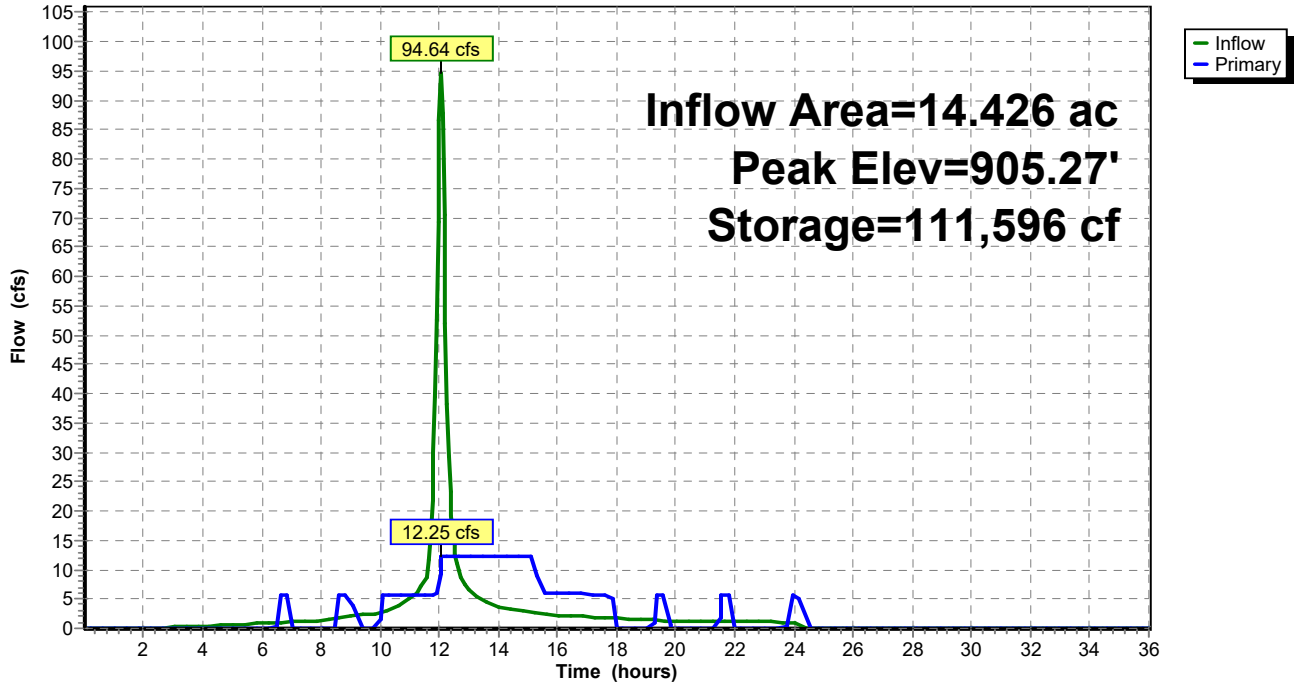
Device	Routing	Invert	Outlet Devices (Turned on 7 times)							
#1	Primary	901.00'	Pump							
			Discharges@907.50' Turns Off<900.51'							
			10.0" Diam. x 12.0' Long Discharge, Hazen-Williams C= 150							
			Flow (gpm)= 1,300.0 1,500.0 1,750.0 2,000.0 2,250.0 2,500.0 2,750.0							
			Head (feet)= 15.00 14.00 13.50 12.00 10.00 7.50 5.00							
			-Loss (feet)= 0.09 0.12 0.16 0.20 0.25 0.31 0.37							
			=Lift (feet)= 14.91 13.88 13.34 11.80 9.75 7.19 4.63							
#2	Primary	903.00'	Pump							
			Discharges@907.50' Turns Off<902.51'							
			10.0" Diam. x 12.0' Long Discharge, Hazen-Williams C= 150							
			Flow (gpm)= 1,300.0 1,500.0 1,750.0 2,000.0 2,250.0 2,500.0 2,750.0							
			Head (feet)= 15.00 14.00 13.50 12.00 10.00 7.50 5.00							
			-Loss (feet)= 0.09 0.12 0.16 0.20 0.25 0.31 0.37							
			=Lift (feet)= 14.91 13.88 13.34 11.80 9.75 7.19 4.63							

Primary OutFlow Max=12.25 cfs @ 12.06 hrs HW=903.56' (Free Discharge)

- 1=Pump (Pump Controls 6.13 cfs)
- 2=Pump (Pump Controls 6.13 cfs)

Pond 2P: Deer Creek Pond 1

Hydrograph



PRELIMINARY TITLE OPINION

1
2
3 **DATE:** October 9, 2023
4
5 **TO:** FM Title
6
7 **ABSTRACT NO.:** 54432
8
9
10 **NUMBER OF ENTRIES:** 1-356, both inclusive
11
12 **LAST CERTIFIED:** November 22, 2021 at 6:59 a.m. by Red River Title
13 Services, Inc. dba Cass County Abstract Company and
14 search through October 4, 2023 by FM Title, Inc.
15
16 **COVERING AND DESCRIBING:** Deer Creek Estates Second Addition, part of the Southwest
17 Quarter of the Southwest Quarter of Section 5, Township
18 138, Range 49 West, of the Fifth Principal Meridian, Cass
19 County, North Dakota.
20
21 Said Deer Creek Estates Second Addition, consists of 56
22 lots and 3 blocks, and contains 31.60 acres, more or less,
23 together with utility, drainage, signage and landscaping,
24 and access easements and street right of ways of record.
25
26 **TITLE IN:** **As to Lot 1, Block 1:** 64 Investments, LLC, by virtue of
27 a Quit Claim Deed dated March 25, 2022, and recorded
28 April 29, 2022, as' Document No. 1664195;
29
30 **As to all other lots in Deer Creek Estates Second**
31 **Addition:** HS Investments, LLC, by virtue of the
32 Warranty Deed as set forth at Entry #157 of the Abstract
33 No. 40196, dated October 13, 2017, and recorded on
34 October 13, 2017, as Document No. 1522921, the Quit
35 Claim Deed as set forth at Entry #96 of the Abstract No.
36 54432, dated March 1, 2021, and recorded on March 25,
37 2021, as Document No. 1626633, and the Warranty Deed
38 as set forth at Entry #97 of the Abstract No. 54432, dated
39 June 16, 2021, and recorded on June 18, 2021, as
40 Document No. 1636253.
41
42
43 **ADDED NAMES SEARCHED:** None;
44
45
46
47 **SUBJECT TO:**
48
49 1. 2022 real estate taxes are shown as paid.
50

- 1 2. Mortgage given by the present fee owner to Bank Forward in the original principal sum of
2 \$1,250,632.07. Said Mortgage is dated October 28, 2022, and recorded October 31, 2022,
3 as Document No. 1678687. Said mortgage constitutes a valid first lien against the subject
4 premises.
5
6 a. Assignment of Rents related to said Mortgage dated October 28, 2022, and recorded
7 October 31, 2022, as Document No. 1678688.
8
- 9 3. An Easement at Entry #24 of Abstract No. 54432 and Entry #82 of Abstract No. 40196 in
10 favor of Northwestern Bell Telephone Company, to construct, operate and maintain a
11 communication system. Said Easement is dated July 6, 1966, and recorded October 17,
12 1966, as Document No. 411265. This easement should be consulted for its particulars.
- 13 4. An Easement at Entry #26 of Abstract No. 54432 and Entry #87 of Abstract No. 40196 in
14 favor of Cass Rural Water Users, Inc., to construct, operate and maintain water lines. Said
15 Easement is dated February 26, 1976, and recorded March 4, 1976 as Document No.
16 499744. This easement covers a parcel 30 feet wide should be consulted for its particulars.
- 17
18 5. An Easement at Entry #28 of Abstract No. 54432 and Entry #89 of Abstract No. 40196 in
19 favor of US West Communications, Inc., to construct, operate and maintain a
20 communication system. Said Easement is dated April 28, 1994, and recorded May 17,
21 1994, as Document No. 811934. This easement covers a parcel 10 feet wide and should be
22 consulted for its particulars.
- 23
24 6. Plat of Deer Creek Estates Second Addition. The Plat was recorded April 26, 2022, as
25 Document No. 1663889. Said Plat should be consulted for its particulars.
- 26
27 7. Developer Agreement between the current fee owner and Cass Rural Water Users District.
28 The purpose of this Agreement is to create a water improvement district for providing water
29 service to the subject property. Said Agreement incorporates as an exhibit an Improvement
30 District Agreement between the current fee owner as the developer, and the City of Horace
31 which has as its purpose a special assessment district for sewer, water, storm sewer, and
32 streets. The document is dated March 24, 2022, and recorded May 9, 2022, as Document
33 No. 1664919. It should be consulted for its particulars.
- 34
35 8. Your attention is directed to the attached Appendix A for additional comments which are
36 a part of this Title Opinion.

37 You are charged with the notice of the rights of persons in possession of said premises, the
38 possibility of mechanic's liens, liens of the County Auditor. By statute, certain utilities have filed
39 documents which place you on notice of the possibility of buried underground facilities. Whether
40 such facilities actually do exist is not disclosed by the abstract.
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KENNELLY BUSINESS LAW
Sincerely,



Brandon Pittenger
Attorney at Law

APPENDIX A

ADDITIONAL COMMENTS

Scope of Opinion: Unless otherwise stated, this opinion is written from an examination of the abstract only and the court files of any proceedings that may appear, such as foreclosures, quiet title actions, probate proceedings or tax sales, have not been examined. This opinion is for the sole benefit of the persons or entities by whom we were retained to render the opinion and should not be relied upon by any other persons or entities.

Location of Buildings: Abstracts do not show the location of buildings or improvements. If buildings or other improvements are involved, you must satisfy yourself by survey or other proper investigation that the same lie within the boundaries of the property described in the abstract. Notice should be taken of the location of buildings and improvements, boundary lines, area, easements, encroachments and the like, which can be ascertained by an inspection or survey. Notice should be taken of the availability of access to and from a public highway or street, and any restrictions thereon, and access to public utilities.

Possession: If the premises are occupied by any person other than the person or persons shown as the owner in this opinion, you are charged with notice of whatever rights the occupant may have, and you should satisfy yourself as to what rights, if any, such occupant claims.

Zoning Ordinances and Covenants: The abstract does not show the zoning of the property or other restrictions on the use imposed by laws or regulations of governmental agencies. Information as to zoning ordinances and subdivision regulations can be obtained from the Building Inspector, Planning Commission, Zoning Administrator, or other appropriate authority of the appropriate governing jurisdiction in which the property is located.

Mechanic's Liens Not Now Filed: If any construction or repair has been done on the premises or any material has been furnished on the property, a mechanic's lien may be filed for unpaid accounts for labor or material. The mechanic's lien appears in the abstract only if filed before the date of the last abstractor's certificate.

Taxes: In North Dakota, the general real estate taxes are not due until the first of January following the year for which they are assessed and levied. In Minnesota, real estate taxes are payable after the first Monday in January and are designated by the year in which they become payable. In neither state are real estate taxes assessed and levied for the current year shown in the abstract.

Government Regulations: This opinion is based upon the assumption that any and all requirements of state and federal laws and regulations, such as Truth in Lending and the Settlement Procedures Act, have been complied with.

Special Assessments: The abstract does not cover special improvement or drainage assessments, if any, which have not been certified to the County Auditor for collection. The installments certified for collection are only for the annual installment due during the current year. Annual installments due in future years are not covered by the abstract. The amount of future installments can be obtained from the City Auditor, or if rural property, the County Auditor. In addition, there is a possibility that the State of North Dakota may later file a deferred special assessment lien, which may become a lien superior to your interest in the property.

1 V.A. Guaranteed Mortgages: Any mortgage on the property which has been insured or guaranteed by the United States Veterans'
2 Administration may not be subject to the anti-deficiency judgment provisions of North Dakota mortgage law.
3

4 Environmental Concerns: The abstract does not show whether or not there are any underground storage tanks on the property or
5 whether or not any hazardous wastes have been improperly disposed of on the premises. Various Federal and State laws can cause
6 a current owner or purchaser of the property to be liable for the damages caused by such tanks or hazardous wastes even if the acts
7 which caused this damage were done by a prior owner. This opinion does not include a determination of compliance or
8 noncompliance with regard to the existence of hazardous substances, including but not limited to radon gases.
9

10 Uniform Commercial Code: The abstractor's certificate specifically excepts instruments filed under the provisions of the
11 Uniform Commercial Code. No opinion is expressed as to the rights of parties with respect to financing statements, if any, filed
12 under the provisions of the Uniform Commercial Code which might establish a secured interest in goods to be severed from the
13 realty, including crops, oil, gas, minerals, timber or fixtures, or which might establish a secured interest in goods or fixtures
14 which have not become part of the realty.
15

16 Mineral Estate: No opinion is expressed as to the status of the mineral estate or the rights of the owners or holders of mineral
17 estates.
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This recommendation letter serves as formal notice from the Horace Park District to the City Council of the City of Horace, North Dakota, that the Developer, *HS Investments LLC*, for *Deer Creek Estates Second Addition* to the City of Horace, North Dakota, has met the requirements set forth in Section 17.8.10 of the Revised Ordinances of 2003 of the City of Horace, North Dakota, regarding park land dedication or payment in-lieu-of park land dedication for the *Deer Creek Estates Second Addition*.

The Horace Park District has requested *payment in-lieu-of park land dedication* for the *Deer Creek Estates Second Addition*. The proposed *dollar amount* for *Deer Creek Estates Second Addition* is *Two Hundred-six Thousand Four Hundred Seventy-four Dollars and 40/100 (\$206,474.40)*. The Horace Park District respectfully requests that the City Council approve this recommendation for the purpose of providing public uses and facilities for existing and future residents of the community.

Dated: January 6, 2022.

Horace Park District

Wade Frank, President of the Horace Park District

* This letter supersedes the letter dated August 23, 2021. Additional information: *The payment in lieu will be put towards the cost of park improvements in Southdale Farms.*

ANDERSON, BOTTRELL, SANDEN & THOMPSON

ATTORNEYS AT LAW

4132 30th Avenue South, Suite 100 • P.O. Box 10247 • Fargo, ND 58106-0247
Phone 701-235-3300 • Fax 701-237-3154 • www.andersonbottrell.com

E-mail: dhauff@andersonbottrell.com

October 6, 2017

Pat McShane
American Federal Bank
1301 30th Avenue South
Fargo, ND 58103

RE: Preliminary Title Opinion

Dear Mr. McShane:

In accordance with your request, we have examined the Abstract of Title No. 40196 to the following described real property, to-wit:

That part of the Southwest Quarter of Section 5, Township 138, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at the northwest corner of said Southwest Quarter; thence on an assumed bearing of South 01 degrees 45 minutes 16 seconds East along the west line of said Southwest Quarter 1,468.37 feet to the southwest corner of ASHWOOD THIRD SUBDIVISION, according to the record plat thereof, said County; thence North 86 degrees 49 minutes 43 seconds East 100.03 feet to the east line of Cass County Road 17 and the point of beginning; thence North 86 degrees 49 minutes 43 seconds East 916.76 feet to the southeast corner of said ASHWOOD THIRD SUBDIVISION and the west line of DEER CREEK ADDITION, according to the recorded plats thereof, said County; thence South 03 degrees 19 minutes 39 seconds East 351.26 feet along the west line of said DEER CREEK ADDITION to the southwesterly corner of said DEER CREEK ADDITION and the northerly line of Deer Creek Parkway; thence southwesterly 175.35 feet along a curve not tangential with the last described line, said curve is concave to the northwest, with a radius of 440.00 feet, a central angle of 22 degrees 50 minutes 03 seconds, and the chord of said curve has a length of 174.20 feet and bears South 74 degrees 51 minutes 04 seconds West; thence South 86 degrees 16 minutes 05 seconds West, tangent to said curve, 405.92 feet; thence northwesterly 135.07 feet to point of

Richard P. Anderson
Lowell P. Bottrell*
James M. Sanden
Gregory L. Thompson*
Daniel L. Hull*
David J. Hauff*
Michelle M. Donarski*
Ronald J. Knoll*
Krista L. Andrews*
Michael L. Gust*
Michael T. Andrews**
Ann E. Miller*
Joshua M. Fereis*
Matthew D. Kirschenmann*
Ashley K. Champ

*Also licensed in Minnesota
**Also licensed in South Dakota

reverse curve along a tangential curve, concave to the northeast, with a radius of 300.00 feet, a central angle of 25 degrees 47 minutes 50 seconds and the chord of said curve has a length of 133.94 feet and bears North 80 degrees 49 minutes 58 seconds West; thence northwesterly 157.98 feet along a curve concave to the south, with a radius of 380.00 feet, a central angle of 23 degrees 49 minutes 13 seconds, and the chord of said curve has a length of 156.85 feet and bears North 79 degrees 50 minutes 40 seconds West; thence northwesterly 82.68 feet along a non-tangential curve concave to the west, with a radius of 115.00 feet, a central angle of 41 degrees 11 minutes 27 seconds, and the chord of said curve has a length of 80.91 feet and bears North 22 degrees 21 minutes 54 seconds West; thence North 42 degrees 57 minutes 38 seconds West 25.00 feet; thence northwesterly 61.13 feet along a tangential curve concave to the northeast, with a radius of 85.00 feet, a central angle of 41 degrees 12 minutes 21 seconds and the chord of said curve has a length of 59.82 feet and bears North 22 degrees 21 minutes 27 seconds West; thence North 01 degrees 45 minutes 16 seconds West 174.54 feet, tangent to the last described curve, to the Point of Beginning on the south line of said ASHWOOD THIRD SUBDIVISION.

AND

That part of the Southwest Quarter of Section Five, Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Beginning at the Northwest corner of Gray Gables Place Subdivision, according to the plat on file at the Cass County Recorder's Office; thence South $01^{\circ}39'56''$ East, assumed bearing, along the Westerly line of said Gray Gables Place Subdivision, for a distance of 692.85 feet to a point of intersection with the Southerly line of the Southwest Quarter of said Section Five; thence South $87^{\circ}02'50''$ West, along the Southerly line of the Southwest Quarter of said Section Five, for a distance of 390.04 feet to the Southeast corner of a tract of land described in Document No. 1169835 on file at the County Recorder's Office; thence North $01^{\circ}46'12''$ West, along the Easterly line of said tract of land, for a distance of 695.44 feet to the Southwest corner of Block Twenty-four, Deer Creek Addition, according to the plat on file at the Cass County Recorder's Office; thence North $87^{\circ}25'52''$ East, along the Southerly line of said Block Twenty-four, for a distance of 391.26 feet to the true point of beginning.

Our examination was made with the aid of an Abstract consisting of 156 Entries, last certified to by the Cass County Abstract Company on the 28th day of September, 2017, at 6:59 a.m.

Assuming said Abstract to be complete and correct, it is our opinion that record title to the real property described above, as of the date and hour above mentioned, was in the name of:

Fred J. Schlanser, Jr.,

by virtue of the Warranty Deed as set forth at Entry #155 of the Abstract, dated May 31, 2017, and recorded on June 6, 2017, as Document #1511837, subject, however, to the following:

(1) An Easement at Entry #87 of the Abstract in favor of Cass Rural Water Users, Inc., to construct, operate and maintain water lines. This easement covers a parcel 30 feet wide should be consulted for its particulars.

(2) An Easement at Entry #89 of the Abstract in favor of US West Communications, Inc., to construct, operate and maintain a communication system. This easement covers a parcel 10 feet wide and should be consulted for its particulars.

(3) The Abstract indicates that the real estate taxes for the year 2016 and prior years have been paid.

We have retained in our file the recording data for the above instruments mentioned in this Opinion, should further reference be necessary.

This Opinion does not extend to, and you should satisfy yourself as to the following matters which may affect the title to the property although they are not matters of record and thus not included in the Abstract:

(a) Unrecorded liens of persons who have furnished labor or materials in the improvement of the premises. Such liens may be effective although not recorded until 90 days after the last item of labor or material is furnished;

(b) The rights of persons in possession of the premises or any portion thereof;

(c) Any alleyways, easements, rights of way, buried transmission facilities, streets or judicial monuments actually located upon the ground;

(d) Encroachment of buildings or other improvements on the premises and any discrepancies in measurements or distances which an accurate survey would disclose;

(e) Rights which may have accrued since the date of the last continuation of the Abstract;

(f) Federal, state or municipal laws restricting the use of the premises, including the provisions of any applicable subdivision, zoning and building ordinances;

(g) Rights of local municipalities arising from unpaid assessments for local improvements;

(h) Access to the described property by public roadway, easement or other right of ingress or egress; and

(i) Claims of liability arising from the deposit of hazardous waste material in or on the soil or arising from underground storage tanks.

We are retaining with this opinion the original Abstract for the real property described herein.

Very truly yours,

ANDERSON, BOTTRELL, SANDEN & THOMPSON



David J. Hauff

162431591race property pto 10-04-17 american federal



HORACE PLANNING and ZONING COMMISSION MEETING MINUTES

December 12, 2023 | 6:00 p.m.

Horace Fire Hall Event Center | 413 Main Street, Horace ND 58047

Present: Planning and Zoning Commissioners – Amy Beaton, Julie Hochhalter, Ron Erickson, Chad Chalmers and Doug Wendel; Community Development Director, Jace Hellman; City Attorney, Lukas Croaker; City Engineer, Jim Dahlman; and City Council Member, Naomi Burkland.

Commission Chair Beaton called the meeting to order at 6:04 p.m.

Agenda Item 1: Declare Quorum

Agenda Item 2: Regular Agenda

Vice-Chair Hochhalter moved to approve the Regular Agenda. Seconded by Commissioner Erickson. All in favor, none opposed. Motion carried 5-0.

Agenda Item 3: Approve the November 28, 2023, Planning and Zoning Commission Meeting Minutes

Commissioner Wendel moved to approve the minutes from November 28, 2023. Seconded by Commissioner Erickson. All in favor, none opposed. Motion carried 5-0.

Agenda Item 4: Deer Creek Estates 3rd Addition | Jace Hellman, Community Development Director

Mr. Hellman provided a quick background of the proposed application for plat and rezone. Mr. Hellman noted that the remaining items from the November 28, 2023, meeting had been addressed and this plat was okay to proceed forward.

Public Hearing open at 6:08

Andrew Thill, with Lowry Engineering was present as the applicant's representative. No testimony was provided by Mr. Thill.

Public Hearing closed at 6:12

Commissioner Erickson moved to recommend approval of the plat and rezone for Deer Creek Estates 3rd Addition. Seconded by Commissioner Wendel. All in favor, none opposed. Motion carried 5-0.

Agenda Item 5: Land Use Ordinance Adoption | Jace Hellman, Community Development Director

Mr. Hellman provided a presentation detailing the process that has taken place over the last two and a half years to develop this draft ordinance proposal. Mr. Hellman provided the Planning and Zoning Commission with a list of changes that had occurred since the previous draft ordinance dated 11.16.22.

Public Hearing open at 6:33



Mr. Mike Zietz (8501 81st St S) commented that he would like to see a consideration for grass airstrips accounted for within the agriculture zoning district as a conditional use permit.

Mr. Chris Mack (Representing Christianson Companies) noted that there was potential issue with the maximum front yard setback within the 17/76 zoning district. Mr. Mack noted that for smaller lots and uses this may not be an issue, but for larger users and lots like a potential grocery store, this setback maximum would provide a conflict. Mr. Mack went on to state that a provision for a use like a grocery store should be considered. Mr. Hellman noted that he was hesitant to have the Commission remove the maximum setback from the 17/76 district so satisfy one potential use. Mr. Hellman provided an alternative which would be leaving the district as proposed and removing the maximum front and side yard setback from Commercial zoning district. That way, if the grocery store or similar user does come to fruition on the intended site, the applicants would have the ability to apply for a rezone in order to make the proposed property work. Mr. Hellman stated that way the intent of the district is preserved, while still providing an avenue for future development to occur on the property. Mr. Mack was in agreement with the proposal. Mr. Mack also added that a tree replacement policy should be considered within the subdivision development regulations.

Mr. Lonnie Wangen (7018 Sunnyside St) understood the property directly behind (parcel number 1501801005050) was currently zoned Agricultural, and the current future land use map designates the parcel as Community Focus when it comes to future development. Mr. Wangen requested that parcel number 1501801005050 be maintained as Agricultural on the proposed zoning map until a development application moves forward. Mr. Wagen had concern that applying the 17/76 zone at this time would allow for just about anything.

Mr. Brent Hanson (7414 Sunnyside St) Voiced concern about noticing for the meeting. Mr. Hanson was concerned because he had not received a paper notice for this meeting. Mr. Hellman explained that the notice procedure for an ordinance amendment is different than what the City would do for a land use application. Mr. Hellman went on to note that if the property owner adjacent to Mr. Hansons submits a land use application, he will receive a radius notice. Council Member Naomi Burkland explained that residents can sign up for alerts for City meetings on the City of Horace website.

Public Hearing closed at 6:58

During the Commissions' discussion, the Commission discussed including six changes to the proposed land use ordinance. The first was the addition of adding additional language to table 4-5.3. B.1.B "Wall & Berm Height Requirements Abutting a Residential Zoning District" to allow up to an 8-foot-high decorative wall for all use of, or zoning district for the subject property categories listed within the table. The second, add language allowing and requiring a conditional use permit for airstrips within the agricultural zoning district, as well as providing a definition for such use. Third, change the minimum width of lots from 40 ft to 45 ft within the Compact Residential zoning district, as well as change the interior side yard setback within the Compact Residential zoning district from 5 ft to 7 ft. Fourth, revert parcel number 1501801005050 back to an Agricultural Zoning District. Fifth, remove the front yard and street side yard maximum front yard setback from the Commercial Zoning District. The sixth and final discussed changed was to add language within 4-6.21. F.9 "Replacement" under the subdivision landscaping section of the ordinance to provide a procedure



for removing existing trees within a construction area of a new development, and define what type of tree, and quantities that will be required to be planted in place of those trees that were slated to be removed.

Chair Beaton moved to recommend approval of the land use ordinance with the six (6) discussed changes. Seconded by Commissioner Chalmers. All in favor, none opposed. Motion carried 5-0.

Agenda Item 6: Sparks Addition Amendment | Jace Hellman, Community Development Director

Mr. Hellman provided a detailed description of the proposed rezone and plat amendment for Sparks Addition. Mr. Hellman noted that the applicant is proposing to amend the previously approved Sparks Addition to incorporate additional and wider HOA lots to preserve the existing tree row surrounding the development area. Mr. Hellman went on to explain a rezone was needed to include additional public facility zoning districts for the newly added lots. Apart from the added HOA lots, the previously approved zoning will not change.

Public Hearing open at 8:00

Mr. Jack Dwyer, representing the Sparks Family Trust, was in attendance. Mr. Dwyer gave a brief overview of the proposed application.

Public Hearing closed at 8:06

Commissioner Erickson moved to recommend approval of the plat amendment and rezone for Sparks Addition. Seconded by Vice-Chair Hochhalter. All in favor, none opposed. Motion carried 5-0.

Agenda Item 7: 1005 5th St E Design Review | Jace Hellman, Community Development Director

Mr. Hellman introduced the proposed design review application for 1005 5th St E. Mr. Hellman noted that the applicant was proposing to build a 7200 square foot shop and office located at 1005 5th St E. Mr. Hellman reminded the Commission, that conditional use permit was approved by the City Council on December 4, 2023. Lastly, Mr. Hellman noted that the roof line exceeded 100 ft, which per City Ordinance requires something to break up the roof line. The applicant representative, Ian Bullis, noted that the architect was finishing up the final design of the building, and that he wanted some feedback from the Commission as to what could be used to break up the roof line. The Commission mentioned that weathervanes have been used previously, as well as cupolas. Ultimately, the Commission wanted to see what the applicant's architect would come up with before approving the design review application.

Commissioner Wendel moved to table the design review application for 1005 5th St E to the January 9th, 2024, Planning and Zoning Commission Meeting. Seconded by Vice-Chair Hochhalter. All in favor, none opposed. Motion carried 5-0.

Agenda Item 6: Adjournment at 8:20 p.m.



Horace City Council Meeting Minutes

The Horace City Council met on January 16, 2024 @ 6:00 pm at the Horace Fire Hall Event Center. Those present were Mayor Peterson, Councilmembers Sarah Veit, and Naomi Burkland. Councilmembers Jeff Trudeau, and Stephanie Landstrom were absent. Others present included: Brenton Holper, City Administrator; Jace Hellman, Community Development Director; James Dahlman, City Engineer; Paul Hankel, Communications Specialist; and Lukas Croaker, City Attorney.

Mayor Peterson called the meeting to order at 6:00 pm.

The pledge of allegiance was recited.

Agenda Item #3: Approve Regular Agenda

Mr. Dahlman requested that agenda item number 16 be reworded as it should read 65th Ave, not 64th Ave.

Motion: Approval of the Regular Agenda Renaming Agenda Item No. 16 from 64th Ave. to 65th Ave.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #4: Approve Consent Agenda

- a. Vendor Invoices
- b. Balance Sheet & Income Statement
- c. Checks Written in December 2023
- d. Pledge Reports
- e. Storm and Street ID 2022-3 (Wall Avenue East)
 - i. Progressive Estimate No. 7
- f. Sanitary, Storm, and Street ID 2022-4 (Wall Avenue West)
 - i. Progressive Estimate No. 6
- g. Water, Sewer, Storm, and Street ID 2022-8 (66th Street South)
 - i. Progressive Estimate No. 8
- h. Sewer, Storm, and Street ID 2022-10 (Chestnut & Ironwood Drive Rehabilitation)
 - i. Semi-Final Progressive Estimate No. 6
- i. Water, Sewer, Storm, and Street ID 2022-11
 - i. Progressive Estimate No. 12
- j. Purchase of Side-by Side Vehicles

Motion: Approve the Consent Agenda.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #5: Approval of City Council Meeting Minutes from December 18, 2023.

Motion: Approve the December 18, 2023, City Council Meeting Minutes.

1st Motion: Councilmember Veit



2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #6: Approval of City Council Special Meeting Minutes from December 27, 2023.

Motion: Approve the December 27, 2023, City Council Special Meeting Minutes.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #7: Public Comment

Resident Jodell Farmer explained that she and a few of her neighbors wanted to voice their frustration about 604 Willow Ct. Ms. Farmer said that the property owners have five vehicles parked in their driveways and often several other cars parked on the street. There has been a car parked in front of Ms. Farmer's house for at least four weeks. The car has a missing bumper and a flat tire, but nothing has been done about it. She also pointed out that the property's yard is a complete mess. She had called the City numerous times over the past two years, but the issues have been ignored.

Deputy Sheriff Keller explained that he is not able to enforce any parking laws without no-parking signage. He added that he was not aware that one of the vehicles on the street was not drivable. He stated that he will visit the property and have a tag put on the car if it is inoperable, which gives the owner 24 hours to move the vehicle before it gets towed.

Mr. Croaker recommended that the City work with the Sheriff's Department regarding the broken-down cars. He added that the City should also work with the property owners regarding the nuisances on their property. Mr. Holper asked if the residents would be okay with the City installing no-parking signs on both sides of their street. A discussion was held about parking in Horace proper and that it would be best to enforce no street parking in certain areas to accommodate proper access for emergency services. The Council decided to take action to have no-parking signs installed in the Willow Ct. development so that deputies could enforce parking.

Motion: Direct Staff to Install No-Parking Signs on Both Sides of the Street in Willow Ct.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Ms. Farmer asked if a vehicle is allowed to extend out to the street, because two trucks that are parked on the property of 604 Willow Ct. are extending out to the street. Sheriff Jahner said that it is not allowed because it creates a safety hazard. Mr. Holper advised to call the Sheriff's office so that they can respond to it.

Agenda Item #8: Sheriff's Update | Craig Keller, Cass County Sheriff's Office

Deputy Sheriff Craig Keller explained that the new deputy in Horace will be Deputy Sheriff Carson Quam, after Deputy Sheriff Jake Murray completed his term in Horace on December 31, 2023.



Deputy Sheriff Craig Keller said that the month of December was quiet when it came to calls for service. He added that he wrote 30 citations when drivers ignored the road closure signs at the 76th Ave. roundabout. He called the City's public works department and asked for more road closure signs because drivers were not stopping.

He also informed the Council that he continues to inform residents that there is a leash law in Cass County and that pet owners must always leash their pets when outside. A discussion was held about construction site burglaries that are happening in most cities in Cass County. Sheriff Jahner explained that it is recommended that residents call in suspicious activity right away so that the deputies can act fast instead of having to send out investigators a day or two later to figure out what exactly happened.

Deputy Sheriff Carson Quam introduced himself to the City Council. He has worked in law enforcement for several years in Walsh County and in Oakes. He then joined the Cass County Sheriff's Office a year ago. He added that he is looking forward to working in Horace.

Agenda Item #9: Cass County Sheriff's Office – 2024 Contract | Jesse Jahner, Cass County Sheriff & Brenton Holper, City Administrator

Mr. Holper explained that the 2024 agreement with the Cass County Sheriff's Office has to be approved. He added that Sheriff Jahner is in the audience to discuss Horace's third deputy position, which would be shared with Riley's Acres. Sheriff Jahner explained that there was a deputy shortage in Cass County but that he is happy to report that more positions have been filled. He added that he was also approached by Riley's Acres to see if Cass County could provide a deputy for their town.

The best solution for Cass County, Horace, and Riley's Acres is having the two cities share one deputy. Sheriff Jahner stated that Horace requested a truck-regulatory deputy, but the Cass County Commission was not willing to pay for the additional training that the new deputy would need to be able to regulate over-dimensional vehicles. The new deputy would also need a vehicle to house the scales, which is an additional cost of \$44,000. He explained that Riley's Acres was also interested in a truck-regulatory deputy and was willing to pay a third of the costs. The contract would start on February 1, 2024, which means that Horace would get 30 hours of truck-regulatory services per week for an annual cost of \$80,528.24. A discussion was held about costs and what would happen if the new deputy was to be promoted. Sheriff Jahner said that there is no guarantee for timelines and length of contracts, but he stated that Horace would own 2/3 of the equipment and Riley's Acres would own 1/3 of the equipment.

Motion: Approve the Proposed Truck Regulatory Deputy and the Purchase of Truck Regulatory Equipment.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #10: Sparks Addition | Jace Hellman, Community Development Director



Mr. Hellman presented rezone ordinance and plat amendment applications for the Sparks Addition. He explained that the applicant requested an amendment to the Sparks Addition plat. The plat proposes the reduction of six buildable lots, and added three Public Facility lots, which will be managed and maintained by the proposed homeowners association. Apart from those additional Public Facility lots, the proposed zoning has not changed from the originally approved application.

This proposed amendment would still account for Nelson Drive continuing through the north, however, rather than introducing additional townhome products, the applicant has opted to continue with the previously approved single family home lots. On December 12, 2023, the Planning and Zoning Commission voted 5-0 to recommend approval of the plat and rezone request.

Mayor Peterson opened the public hearing at 6:54 pm and stated that he will combine the public hearings for the rezone and plat amendment requests. Mr. Dwyer stated that he will answer any questions that might arise. He added that the changes that were made to the plat to keep the existing trees in the shelter belt. He summarized the changes that were made. No other comments or questions were received. Mayor Peterson closed the public hearing at 6:57 pm.

Motion: Approve the 1st Reading of the Rezone Ordinance.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed. Motion carried.

Motion: Approve the Plat Amendments as Presented.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #11: Deer Creek Estates 3rd Addition | Jace Hellman, Community Development Director

Mr. Hellman presented the rezone ordinance and the plat for Deer Creek 3rd Addition. He explained that the applicant has filed a subdivision application to replat portions of block 1 and block 2 within Deer Creek Estates 2nd Addition. Additionally, a rezone application has accompanied the overall application to adjust existing zoning districts to fit the proposed parcels.

A resolution creating the improvement district for 64th Ave S was approved by the City Council during the November 6th, 2023, City Council meeting. The Planning and Zoning Commission held a public hearing on December 12, 2023, to review the application and received testimony from the applicant and the public. The Planning and Zoning Commission voted 5-0 to recommend approval of the plat and rezone for Deer Creek Estates 3rd Addition.

Mayor Peterson opened the public hearing at 7:01 pm. Councilmember Burkland asked what the changes will look like. Mr. Hellman explained that the lots will continue and create 68th St. A discussion was held regarding the new layout of the development as well as the planned drainage. Mr. Dahlman explained that the addition will have a drainage pond and a lift station. No more comments or questions were received. Mayor Peterson closed the public hearing at 7:05 pm.

Motion Approve the 1st Reading of the Rezone Ordinance for the Deer Creek 3rd Addition.



1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Motion Approve the Revised Plat for the Deer Creek 3rd Addition.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #12: Water ID No. 2020-7 (Connection to Cass Rural) | Jim Dahlman, City Engineer

Mr. Dahlman explained that the Connection to Cass Rural Water project was coming to a close. He presented the final progressive estimate, the review, the final acceptance and checklist, the SRF checklist and certifications. Mr. Dahlman summarized the SRF checklist and certifications. As the City Council did review the documents and did not have any questions, Mayor Peterson asked to combine the motions into one.

Motion: Approve the Final Progressive Estimate No. 8, the Final Review and Acceptance, and SRF Checklist and Certifications for Water ID No. 2020-7 (Connection to Cass Rural).

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #13: Storm and Street ID No. 2022-3 (Wall Avenue East) | Jim Dahlman, City Engineer

Mr. Dahlman presented Change Order No. 3 for Storm and Street ID No. 2022-3 (Wall Avenue East). He explained that the change order will increase the construction contract by \$7,064.12 due to an existing bridge deck as well as an extra street light and curb stop that were added.

Motion: Approve Change Order No. 3 for Storm and Street ID No. 2022-3 (Wall Avenue East).

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #14: Water, Sewer, Storm, and Street ID No. 2022-8 (66th Street South) | Jim Dahlman, City Engineer

Mr. Dahlman presented Change Order No. 2 for Water, Sewer, Storm, and Street ID No. 2022-8 (66th Street South). He explained that the change order will increase the contract price by \$705,741.37. The added sanitary sewer that was installed cost \$400,000, and the base to build the new road needed additional clay to build up the street bed. There was also a sump pump connection and several other items that needed to be added. Councilmember Veit stated that the additions to the north should be included in the special assessment district. Mr. Dahlman summarized the items listed in the change order and explained the additional cost. Councilmember Veit agreed that some of the expenses listed are expenses that the City will cover, but the raise of the unit prices is not acceptable while being under contract. She requested that the change order be revised and brought back to Council later. No action was taken, the item was tabled.



Agenda Item #15: Water, Sewer, Storm, and Street ID No. 2023-4 (64th Avenue) | Jim Dahlman, City Engineer

Mr. Dahlman presented the preliminary engineering report for Water, Sewer, Storm, and Street ID No. 2023-4 (64th Avenue). He explained that the proposed project consists of the improvement of an arterial street to connect surrounding communities and new residential developments in this area. The roadway will be a concrete pavement, three-lane urban section with one travel lane in each direction and a center two-way left turn lane. He added that the infrastructure proposed would include water, sanitary sewers, storm sewers, street(s), streetlights, a multi-use path, and associated items. Mr. Dahlman summarized the location of the improvements as well as the special assessment district. He added that there are several planned additions that will benefit from the new roadway. The new additions will also be included in the special assessment district.

Motion: Accept the Resolution Approving the Preliminary Engineering Report for Water, Sewer, Storm, and Street ID No. 2023-4 (64th Avenue).

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Mr. Dahlman presented the engineering services agreement.

Motion: Accept the Engineering Services Agreement for Water, Sewer, Storm, and Street ID No. 2023-4 (64th Avenue).

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed. Motion carried.

Mr. Dahlman explained that this project is not a petitioned project which means that the City Council will have to approve a resolution of necessity.

Motion: Approve the Resolution Declaring Improvements Necessary for Water, Sewer, Storm, and Street ID No. 2023-4 (64th Avenue).

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed. Motion carried.

REVISED Agenda Item #16: Water and Sewer Improvement District No. 2024-1 (65th Ave Water and Sewer) | Jim Dahlman, City Engineer

Mr. Dahlman requested creating Water and Sewer ID No. 2024-1 (65th Ave Water and Sewer). He explained that a sewer needs to be installed to connect the Sunset Valley Addition. This would only be a water and sewer project; the street improvement will be added at a later time.

Motion: Approve the Resolution Creating Water and Sewer ID No. 2024-1 (65th Ave Water and Sewer) and the Resolution Directing the Engineer to Prepare a Preliminary Engineering Report.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #17: Water, Sewer, Storm, and Street ID No. 2024-2 (El Dorado Addition) | Jim Dahlman,



City Engineer

Mr. Dahlman explained that staff received the petition for improvements for the El Dorado Addition. He summarized the location and proposed improvements.

Motion: Approve the Resolution Accepting the Petition of Improvements, the Resolution Creating Water, Sewer, Storm, and Street ID No. 2024-2, and the Resolution Directing the Engineer to Prepare the Preliminary Engineering Report.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #18: Designate Depositories for Public Funds | Brenton Holper, City Administrator

Mr. Holper explained that depositories for public funds need to be designated. He proposed Starion Bank and First International Bank & Trust.

Motion: Approve Starion Bank and First International Bank & Trust for Depositories for Public Funds.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #19: Fire Hall Event Center – Contract Renewal | Brenton Holper, City Administrator

Mr. Holper explained that the rental agreement for the Fire Hall Event Center has expired. He presented the new 2024-2025 rental agreement. He concluded that the rental rates have slightly increased and that the Fire District asked staff to not share the City's secure door code.

Motion: Approve the Proposed Fire Hall Event Center Rental Contract for 2024 and 2025.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #20: CR17 and 76th Avenue Forcemain Leak | Jim Dahlman, City Engineer

Mr. Dahlman presented the invoice from KPH Inc. for the repairs that were made to fix the forcemain leak at 76th Ave. and CR-17. He explained that two fittings had failed which caused the leak and that the supplier will take a look at the cause of the failure in February.

Motion: Approve the Invoice from KPH Inc. for Repairs Made to fix the CR-17 and 76th Avenue Forcemain Leak.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed. Motion carried.

Agenda Item #21: CR17 SUP Ph V TMA-TAC-0009(058) PCN: 23947 | Jim Dahlman, City Engineer

Mr. Dahlman explained that the newest shared use path will be installed between Casey's going north to 81st Ave. He added that the project is on schedule.

No action was taken.



Agenda Item # 22: Engineering/Public Works Report | Jim Dahlman, City Engineer

No additional updates were given.

Agenda Item #23: City Administrator Report | Brenton Holper, City Administrator

Mr. Hopler reminded the City Council to let staff know if they would like to attend the upcoming North Dakota League of Cities' spring workshop which will take place on March 19th and 20th, 2024.

Agenda Item # 24: Portfolio Reports

- a. Mayor Peterson explained that he received a letter from the Horace Fire Chief.
Mayor Peterson stated that he will be attending the upcoming State of the Cities event hosted by the FMWF Chamber as well as the banquet hosted by the Home Builders Association.
- b. Councilmember Veit had no update.
- c. Councilmember Burkland had no update.
- d. Councilmember Landstrom was absent.
- e. Councilmember Trudeau was absent.

Agenda Item #25: Adjourn

Motion: Adjourn at 7:41 pm

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed. Motion carried.

The next City Council Meeting is scheduled for **Monday, February 5, 2024, at 6:00 pm**



Chris Mahoney
Fire Chief
Horace Fire Protection District
413 Main Street, Horace ND 58047
CMahoney@horacefire.com
701-977-8229

January 16, 2024

City of Horace
ATTN: City Administrator
215 Park Drive East
Horace, ND 58047

Mr. Holper,

The Fire District has previously expressed concerns with gates blocking public roadways as potential hindrances to the Fire District's ability to provide emergency services. The City of Horace has closed a gate on a public roadway in the Greyhawk Estates neighborhood. The concerns raised by the Fire District became reality on December 25th, 2023, when there was a medical emergency, and an ambulance was delayed in response because the gate was closed. This is unacceptable.

The Fire District adopted the International Fire Code (IFC) 2021 on September 18, 2023. The City of Horace was notified following this adoption. After this adoption, the City of Horace informed the Fire District that it would be closing a gate in Greyhawk when CR 17 reopened from construction. The Fire District advised the City of Horace that closing this gate was a violation of the fire code and would hinder public safety and emergency response.

Horace Fire Protection District has a Delegation of Authority agreement with the State of North Dakota Fire Marshal's Office. This was obtained on October 3rd, 2023. (NDCC 45-18-01-03) This delegation gives the Fire District the authority to conduct investigations, surveys, or inspections, and the authority to enforce compliance where violations are discovered, which become the responsibility of the state department of health or any political subdivision and otherwise would be the responsibility of the state fire marshal.

IFC 503.2.2 Authority provides:

The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

IFC 503.6 Security Gates provides:

The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

Because security gates can affect fire department operations, their installation must be approved by the fire chief. Where installed, security gates must be operable in an emergency by the emergency response units and the means of operation must be acceptable to the fire chief.

The section referenced above requires ongoing maintenance of security gates so that ready access to the roadway may be accomplished. If gates are not maintained in a manner that prevents appreciable delay of emergency response, the fire code official has the authority to have gates removed because they would be considered an obstruction of the required roadway width as regulated in section 503.4.

The gates utilized by the City of Horace are a hazard to public safety. A gate on a public street hinders the ability of emergency services to access properties within its jurisdiction. This is a serious liability concern and inhibits the Fire District, along with other emergency services, from adequately performing the duties necessary. The Horace Fire Protection District requests and strongly recommends the City of Horace open gates on all public roadways within the city to avoid any further incidents and to protect the safety of the residents. If you have any questions, please contact me.

Fraternally,

A handwritten signature in black ink, appearing to read "Chris Mahoney". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Chris Mahoney
Fire Chief
Horace Fire Protection District





Memo

To: Horace City Council
From: City Staff
cc: Brenton Holper
Date: February 5, 2024
Re: New Home Tax Abatement Extension Request

The new home tax abatement abates the first \$150,000 true and full assessed value for property taxes for 2 years. It must be applied for by the new home buyer and only applies to single family homes that are occupied by the home buyer. On June 19th, 2023, the City Council discussed and took action to temporarily extend the new home tax abatement until June 30th, 2024. The City Council determined that it would be brought back for discussion of renewal on July 1st, 2024 (the first meeting after the extension expires).

On Friday, January 26th, 2024, following conversation with City Staff, Councilmember Burkland requested staff place following topics on the February 5th, 2024 City Council meeting agenda.

- Consider postponing the discussion of renewing the new home tax abatement or not; and
- Discussion to extend the abatement until December 31st, 2024.

The reasoning for this request is to help minimize potential confusion, give certainty to those building a new home in 2024 that the abatement is available, and to provide time for new City Councilmembers to become more established in their roles before considering the renewal of the new home tax abatement. The newly elected City Councilmembers will take office on July 1st, 2024, and with the City Council's previous action, this would be one of the first items they would be expected to take action on for the City.

Staff recommends that if the new home tax abatement renewal discussion were to be delayed, that this discussion would be held on October 21st, 2024. This would provide time for the new City Council to get established and to make a decision on the renewal well before the end of the year. If this were to occur, then staff sees the benefit to extend the new home tax abatement to December 31st, 2024.

MEMO

To: Horace City Council
(Via email: Bholper@cityofhorace.com)

From: James Dahlman, PE *Jad*

Date: February 2, 2024

Re: Lost River Road and Wild Rose Way Intersection
Right of Way Control and Speed
ER24-03-103

Residents have inquired with the city about intersection control at the Lost River Road and Wild Rose Way Intersection and speed on Lost River Road near Meadowlark Park in Lost River.

The current intersection is a three-legged intersection in a residential neighborhood. Lost River Road is classified as a residential collector in the Horace 2045 comprehensive plan, which means it is the primary street in the intersection. Wild Rose Way is a non-classified residential neighborhood street meaning it is the secondary street in the intersection. Currently Wild Rose Way has a stop sign on the southbound leg and Lost River Road is the through street with no stop sign.

Signing for Right-of-Way at intersection guidance is provided by the Manual on Uniform Traffic Control Devices (MUTCD) Section 2B.06. The manual states as guidance, *"The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users."* To support their guidance the manual offers guidance on three-legged intersections. *"STOP signs are typically placed on a single approach (for a three-leg intersection). The STOP signs are normally placed on the minor road."*

The manual also has a standard: YIELD or STOP signs shall not be used for speed control.

I have attached the referenced information from the Horace 2045 comprehensive plan, MUTCD and resident concern emails.

If you have any questions, please feel free to contact me at (701) 532-0438.

Thank You

ATTACHMENTS



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, County of Cass, ND, State of North Dakota, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

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

Date: 2/1/2024

Cass County, ND

Cass County, ND

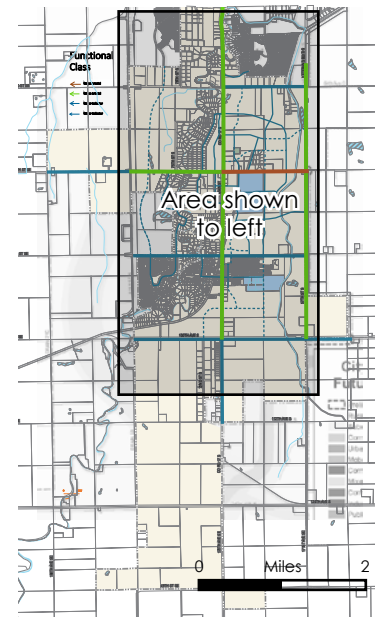
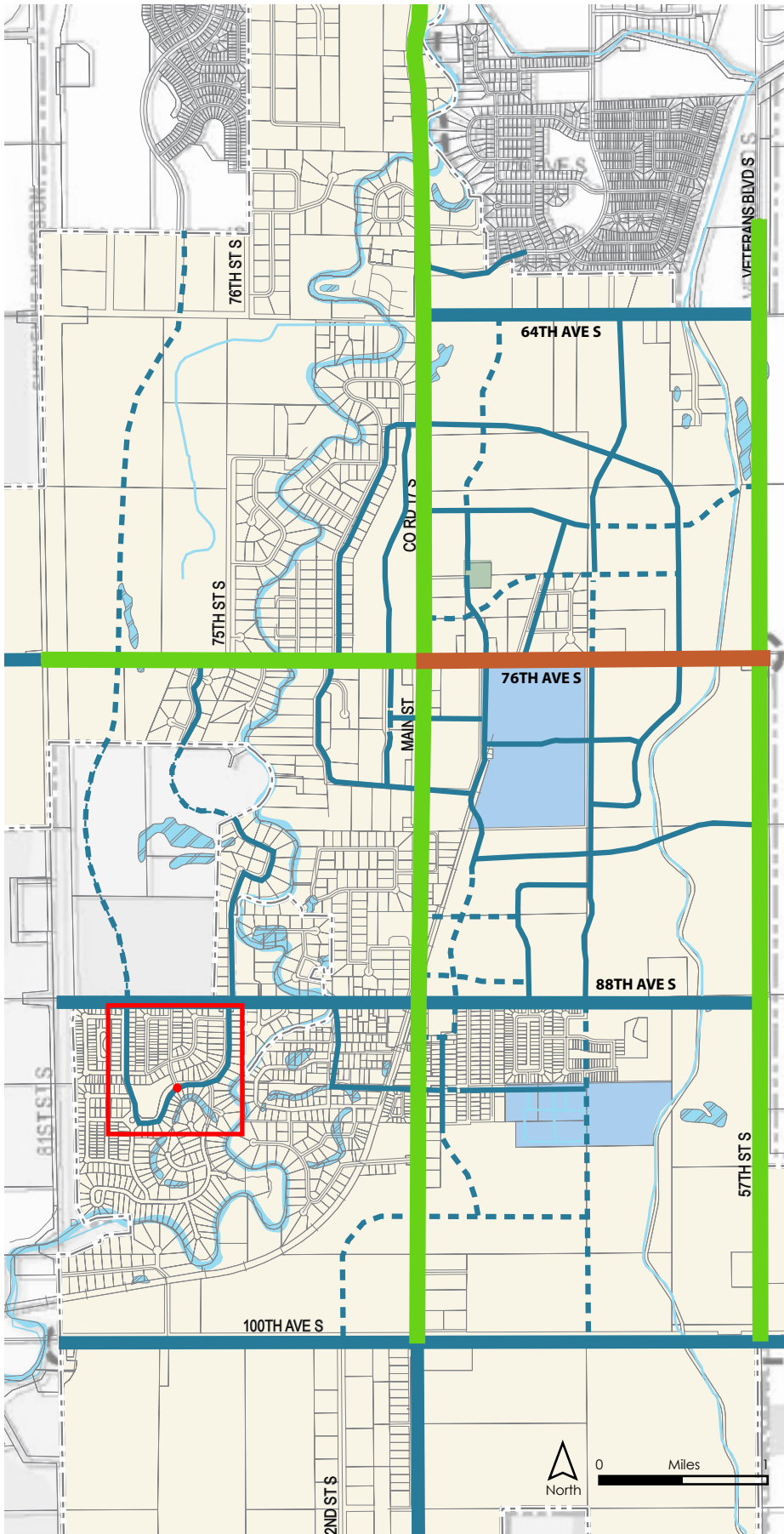


This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

Figure 7-10

CORE AREA FUTURE ROADWAY FUNCTIONAL CLASSIFICATION

- Major Arterial
- Minor Arterial
- Major Collector
- Collector



FUTURE STREET TYPOLOGIES

PARKING AND ACCESS REQUIREMENTS STUDY (Street Typologies)

In 2018 Metro COG in partnership with the cities of Fargo and West Fargo completed a parking and access requirements study. In this study seven street types were identified to capture the street functions needed to create a complete transportation network. These street typologies are designed to align with existing and future land uses and the more traditional corridor classifications. The street typologies discussed in the plan include;

Regional Arterial

Acts as a secondary alternative and direct connection to the interstate system, serving large traffic volumes with highly controlled/limited interruptions.

Commercial Arterial

Acts as a gateway, connecting people from Fargo, West Fargo, and the wider region to the area's major destinations.

Mixed Use Arterial

Acts as a cross-town link and business corridor where people live, shop, dine, and work while supplying parking to support economic activity.

Mixed Use Collector

Connects residents from their neighborhoods to commercial nodes and corridors and are critical in enabling economic activity.

Residential Collector

Connect neighborhoods and link residents with important facilities like libraries, schools, and parks.

Mixed Use Neighborhood

Prioritize pedestrian safety and comfort over the mobility of cars.

Residential Neighborhood

Connect residents to each other and serve as shared space for neighbors to socialize and play.

Corresponding design guidelines apply for each street type:



Land Use - Since street design should be informed by context, compatible land use types are important in determining street type.



Speed Limit - Speed is a crucial factor in the number of traffic crashes that occur on streets and a major determinant of the severity of those crashes. Speed should be linked to access, context, users, and purpose.



Travel Lanes - Streets should have enough lanes to move people, within reasonable delay parameters, driving but also consider the impact on people crossing the street, how a wider street can alter a community's character, and the added construction and maintenance costs of building larger streets.



Median - On streets with multiple lanes of traffic moving in opposite directions, providing physical separation will improve safety, regulate access, and present an opportunity for landscaping and traffic calming benefits.



Parking - On-street parking is convenient for residents and visitors, leads to more efficient land uses, and provides safety benefits for all street users, however, on streets with higher speeds and traffic volumes, on-street parking may not be appropriate.



Pedestrian Crossing - The appropriate type of pedestrian crossing depends on vehicle speeds and volumes along the street and should be tailored to the surrounding land uses.



Access Spacing - Managing street intervals and driveways is a key factor in shaping development pattern. On streets with higher speeds and traffic volumes, increasing the distance between full access points or traffic signals improves traffic flow; however, controlled access must be balanced with a connected, walkable street network.

SIGNING FOR RIGHT-OF-WAY AT INTERSECTIONS

Section 2B.06 General Considerations

Support:

- 01 Unsignalized intersections represent the most common form of intersection right-of-way control. Selection of control type might be impacted by specific requirements of State law or local ordinances.
- 02 Roundabouts and traffic circles are circular intersection designs and are not traffic control devices. The decision to convert an intersection from a conventional intersection to a circular intersection is an engineering design decision and not a traffic control device decision. As such, criteria for conversion from a conventional intersection to a circular intersection are not included in the MUTCD.

Guidance:

- 03 *The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.*

Support:

- 04 Some types of right-of-way control that can exist at an unsignalized intersection in order from the least restrictive to the most restrictive are the following:
- A. No intersection control (see Section 2B.09): There are no right-of-way traffic control devices on any of the approaches to the intersection.
 - B. Yield control (see Section 2B.10): YIELD signs are placed on all approaches (for a circular intersection), on opposing approaches for a four-leg intersection, on a single approach for a three-leg intersection, or in the median of a divided highway. The YIELD signs are placed on the minor road.
 - C. Minor road stop control (see Section 2B.11): STOP signs are typically placed on opposing approaches (for a four-leg intersection) or on a single approach (for a three-leg intersection). The STOP signs are normally placed on the minor road. Section 2B.07 contains guidance on selecting the minor road.
 - D. All-way stop control (see Section 2B.12): STOP signs are placed on all approaches to the intersection.

Guidance:

- 05 *When selecting a form of intersection control, the following factors should be considered:*
- A. *Motor vehicle, bicycle, and pedestrian traffic volumes on all approaches; where the term units/day or units/hour is indicated, it should be the total of motor vehicle, bicycle, and pedestrian volume;*
 - B. *Driver yielding behavior with regard to all modes of conflicting traffic, including bicyclists and pedestrians;*
 - C. *Number and angle of approaches;*
 - D. *Approach speeds;*
 - E. *Sight distance available on each approach;*
 - F. *Reported crash experience; and*
 - G. *The presence of a grade crossing near the intersection.*

Standard:

- 06 **YIELD or STOP signs shall not be used for speed control.**

Support:

- 07 Appropriate traffic calming or other speed control measures are available to control vehicle speeds, such as those that do not have the potential to diminish the effectiveness of traffic control devices when used for their specified purpose.

Standard:

- 08 **Because the potential for conflicting commands could create driver confusion, YIELD or STOP signs shall not be used in conjunction with any traffic control signal operation, except in the following cases:**
- A. **If the signal indication for an approach is a flashing red at all times;**
 - B. **If a minor street or driveway is located within or adjacent to the area controlled by the traffic control signal, but does not require separate traffic signal control because an extremely low potential for conflict exists; or**
 - C. **If a channelized turn lane is separated from the adjacent travel lanes by an island and the channelized turn lane is not controlled by a traffic control signal.**
- 09 **STOP signs and YIELD signs shall not be installed on different approaches to the same unsignalized intersection if those approaches conflict with or oppose each other, except as provided for in Items A and B in Paragraph 3 of Section 2B.10.**
- 10 **Portable or part-time STOP or YIELD signs shall not be used except for emergency and temporary traffic control zone purposes.**

- 11 **A portable or part-time (folding) STOP sign that is manually placed into view and manually removed from view shall not be used during a power outage to control a signalized approach unless the maintaining agency establishes that the signal indication that will first be displayed to that approach upon restoration of power is a flashing red signal indication and that the portable STOP sign will be manually removed from view prior to resuming stop-and-go operation of the traffic control signal.**

Option:

- 12 A portable or part-time (folding) STOP sign that is electrically or mechanically operated such that it only displays the stop message during a power outage and ceases to display the stop message upon restoration of power may be used during a power outage to control a signalized approach.

Support:

- 13 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.
- 14 Section 9B.01 contains provisions regarding the assignment of priority where a shared-use path crosses a roadway.

Section 2B.07 Determining the Minor Road for Unsignalized Intersections

Guidance:

- 01 *The selection of the minor road to be controlled by YIELD or STOP signs should be based on one or more of the following criteria:*
- A. *A roadway intersecting a designated through or numbered highway,*
 - B. *A roadway with the lower functional classification,*
 - C. *A roadway with the lower traffic volume,*
 - D. *A roadway with the lower speed limit, and/or*
 - E. *A roadway that intersects with a roadway that has a higher priority for one or more modes of travel.*
- 02 *When two roadways that have relatively equal volumes, speeds, and/or other characteristics intersect, the following factors should be considered in selecting the minor road for installation of YIELD or STOP signs:*
- A. *Controlling the direction that conflicts the most with established pedestrian crossing activity or school walking routes;*
 - B. *Controlling the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds; and*
 - C. *Controlling the direction that has the best sight distance from a controlled position to observe conflicting traffic.*

Section 2B.08 Right-of-Way Intersection Control Considerations

Guidance:

- 01 *Before converting to a more restrictive form of right-of-way control at an unsignalized intersection, the following alternative treatments to address safety, operational, or other concerns should be among those to be considered:*
- A. *Where yield or stop controlled, installing Yield Ahead or Stop Ahead signs on the appropriate approaches to the intersection;*
 - B. *Removing parking on one or more approaches;*
 - C. *Removing sight distance obstructions;*
 - D. *Installing signs along the major street to warn road users approaching the intersection;*
 - E. *Relocating the stop line(s) and making other changes to improve the sight distance at the intersection;*
 - F. *Installing measures designed to reduce speeds on the approaches;*
 - G. *Installing an Intersection Control Beacon (see Section 4S.02) or Stop Beacon (see Section 4S.05) at the intersection to supplement STOP sign control;*
 - H. *Installing a Warning Beacon (see Section 4S.03) on warning signs in advance of a stop-controlled intersection on major-street and/or minor-street approaches;*
 - I. *Adding one or more lanes on a minor-street approach to reduce the number of vehicles per lane on the approach;*
 - J. *Revising the geometrics at the intersection to channelize vehicular movements and reduce the time required for a vehicle to complete a movement, which could also assist pedestrians;*
 - K. *Revising the geometrics at the intersection to add pedestrian median refuge islands and/or curb extensions;*
 - L. *Installing roadway lighting if a disproportionate number of crashes occur at night;*
 - M. *Restricting one or more turning movements on a full-time or part-time basis if alternate routes are available;*

- N. *Installing on the major street a pedestrian-actuated device: Warning Beacon (see Section 4S.03), rectangular rapid-flashing beacon (see Section 4L.01), or In-Roadway Warning Lights (see Chapter 4U), if pedestrian safety is the major concern;*
- O. *If the warrant is satisfied, installing all-way stop control;*
- P. *Installing a pedestrian hybrid beacon (see Chapter 4J) on the major street to address pedestrian safety;*
- Q. *Installing a circular intersection; and*
- R. *Employing other alternatives, depending on conditions at the intersection.*

Section 2B.09 No Intersection Control

Guidance:

- 01 *The decision not to use intersection control should be based on engineering judgment.*

Option:

- 02 The following factors may be considered:
- A. Intersection sight distance is adequate on all approaches.
 - B. All approaches to the intersection are a single lane and there are no separate turn lanes.
 - C. The combined motor vehicle, bicycle, and pedestrian volume (existing or projected) entering the intersection from all approaches averages less than 1,000 units per day or 80 units in the peak hour.
 - D. There are no marked crosswalks or bicycle lanes on any approach.
 - E. None of the approaches to the intersection are for a through highway, main road, or higher functional classification.
 - F. The angle of intersection is between 90 and 75 degrees.
 - G. The functional classification of the intersecting streets is either the intersection of two local streets or the intersection of a local street with a collector street.

Section 2B.10 Yield Control

Guidance:

- 01 *At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs.*
- 02 *Yield control should be considered when engineering judgment indicates that all of the following conditions exist:*
- A. *Intersection sight distance is adequate on the approaches to be controlled by YIELD signs.*
 - B. *All approaches to the intersection are a single lane and there are no separate turn lanes.*
 - C. *One of the following crash-related criteria applies:*
 - D. *For changing from no intersection control to yield control, there have been two or more reported crashes in the previous 12 months that are susceptible to correction by the installation of a YIELD sign.*
 - E. *For changing from minor road stop control to yield control, there have been two or fewer reported crashes in the previous 12 months.*
 - F. *The combined motor vehicle, bicycle, and pedestrian volume entering the intersection averages less than 1,800 units per day or 140 units in the peak hour.*
 - G. *The angle of intersection is between 90 and 75 degrees.*
 - H. *The functional classification of the intersecting streets is either the intersection of two local streets or the intersection of a local street with a collector street.*

Option:

- 03 YIELD signs may be installed at an intersection when any of the following conditions apply:
- A. At the second intersection of a divided highway crossing or median break functioning as two separate intersections (see Figure 2B-19). In this case, a YIELD sign may be installed at the entrance to the second intersection.
 - B. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
 - C. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
 - D. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.
 - E. On low-volume rural roads if engineering judgment indicates that a YIELD sign would provide adequate control.
 - F. On an approach to an intersection where the only permissible movement is a right-turn movement with an intersection geometry similar to a channelized right-turn lane or an approach to a roundabout.

Guidance:

- 04 *The YIELD signs should be installed on opposing minor-street approaches (for a four-leg intersection) or on the minor-street approach (for a three-leg intersection). When two intersecting roadways have relatively equal volumes, speeds, and other characteristics, yield control should be installed on the approach that conflicts the most with established pedestrian crossing activity, school walking routes, or bicycle crossing activity.*

Standard:

- 05 **A YIELD sign shall be used to require road users to yield the right-of-way to other traffic at the entrance to a roundabout. YIELD signs at roundabouts shall be used to control the approach roadways and shall not be used to control the circulatory roadway.**
- 06 **YIELD signs shall not be placed on all of the approaches to an intersection, except at roundabouts.**

Section 2B.11 Minor Road Stop Control*Guidance:*

- 01 *Stop control on the minor-road approach or approaches to an intersection should be considered when engineering judgment indicates that one or more of the following conditions exist:*
- A. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.*
 - B. *Crash records indicate that:*
 1. *For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.*
 2. *For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.*
 - C. *The intersection is of a lower functional classification road with a higher functional classification road.*
 - D. *Conditions that previously supported the installation of all-way stop control no longer exist.*
- 02 *On low-volume rural roads, a STOP sign should be considered at an intersection where engineering judgment indicates that Item C in Paragraph 1 of this Section is applicable or where the intersection has inadequate sight distance for the operating vehicle speeds.*

Section 2B.12 All-Way Stop Control**Support:**

- 01 The provisions in the following sections describe warrants for the recommended engineering study to determine all-way stop control. Warrants are not a substitute for engineering judgment. The fact that a warrant for a particular traffic control device is met is not conclusive justification to install or not install all-way stop control. Because each intersection will have unique characteristics that affect its operational performance or safety, it is the engineering study for a given intersection that is ultimately the basis for a decision to install or not install all-way stop control.
- 02 All-way stop controls at intersections with substantially differing approach volumes can reduce the effectiveness of these devices for all roadway users.

Guidance:

- 03 *The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study. The engineering study for all-way stop control should include an analysis of factors related to the existing operation and safety at the intersection, the potential to improve these conditions, and the applicable factors contained in the following all-way stop control warrants:*
- A. *All-Way Stop Control Warrant A: Crash Experience (see Section 2B.13)*
 - B. *All-Way Stop Control Warrant B: Sight Distance (see Section 2B.14)*
 - C. *All-Way Stop Control Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection (see Section 2B.15)*
 - D. *All-Way Stop Control Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles) (see Section 2B.16)*
 - E. *All-Way Stop Control Warrant E: Other Factors (see Section 2B.17)*

Option:

- 04 The decision to install all-way stop control on site roadways open to public travel may be based on engineering judgment.

Standard:

- 05 **The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.**

Section 2B.13 All-Way Stop Control Warrant A: Crash Experience

Option:

- 01 All-way stop control may be installed at an intersection where an engineering study indicates that:
- A. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
 - B. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.

Section 2B.14 All-Way Stop Control Warrant B: Sight Distance

Option:

- 01 All-way stop control may be installed at an intersection where an engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road.

Support:

- 02 At such a location, a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.

Section 2B.15 All-Way Stop Control Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection

Option:

- 01 All-way stop control may be installed at locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal (see Chapter 4C) at the intersection or for the installation of yield control at a circular intersection.

Section 2B.16 All-Way Stop Control Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles)

Option:

- 01 All-way stop control may be installed at an intersection where an engineering study indicates:
- A. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and
 - B. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 200 units per hour for each of any of the same 8 hours.
- 02 If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants may be reduced to 70 percent of the values given in Items A and B in Paragraph 1 of this Section.

Section 2B.17 All-Way Stop Control Warrant E: Other Factors

Option:

- 01 All-way stop control may be installed at an intersection where an engineering study indicates that all-way stop control is needed due to other factors not addressed in the other all-way stop control warrants. Such other factors may include, but are not limited to, the following:
- A. The need to control left-turn conflicts,
 - B. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection, or
 - C. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Section 2B.18 STOP Sign or YIELD Sign Placement**Standard:**

- 01 **The STOP or YIELD sign shall be installed on the near side of the intersection on the right-hand side of the approach to which it applies. When the STOP or YIELD sign is installed at this required location and the sign visibility is restricted, a Stop Ahead sign (see Section 2C.35) shall be installed in advance of the STOP sign or a Yield Ahead sign (see Section 2C.35) shall be installed in advance of the YIELD sign.**
- 02 **The STOP or YIELD sign shall be located as close as practicable to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.**
- 03 **STOP signs and YIELD signs shall not be mounted on the same post.**

Support:

- 04 Section 2A.05 contains information about mounting signs back-to-back with a STOP or YIELD sign.

Guidance:

- 05 *STOP or YIELD signs should not be placed farther than 50 feet from the edge of the pavement of the intersected roadway (see Drawing F in Figure 2A-3).*
- 06 *Supplemental plaques used in conjunction with a STOP or YIELD sign should be limited to those specified for such use in this Manual.*

Option:

- 07 Where drivers proceeding straight ahead must yield to traffic approaching from the opposite direction, such as at a one-lane bridge, a TO ONCOMING TRAFFIC (R1-2aP) plaque (see Figure 2B-1) may be mounted below the YIELD sign.
- 08 Where drivers must yield to traffic in a multi-lane roundabout, a TO TRAFFIC IN CIRCLE (R1-2bP) or TO ALL LANES (R1-2cP) plaque (see Figure 2B-1) may be mounted below the YIELD sign.

Support:

- 09 Figure 2A-3 shows examples of some typical placements of STOP signs and YIELD signs.
- 10 Section 2A.13 contains additional information about separate and combined mounting of other signs with STOP or YIELD signs.

Guidance:

- 11 *Stop lines that are used to supplement a STOP sign should be located as described in Section 3B.19. Yield lines that are used to supplement a YIELD sign should be located as described in Section 3B.19.*
- 12 *Where there is a marked crosswalk at the intersection, the STOP sign should be installed in advance of the edge of the crosswalk that is nearest to the approaching traffic.*
- 13 *Except at roundabouts and channelized right-turn lanes, where there is a marked crosswalk at the intersection, the YIELD sign should be installed in advance of the edge of the crosswalk that is nearest to the approaching traffic.*
- 14 *Where two roads intersect at an acute angle, the STOP or YIELD sign should be positioned at an angle, or shielded, so that the legend is out of view of traffic to which it does not apply.*
- 15 *If a raised splitter island is available on the left-hand side of a multi-lane roundabout approach, an additional YIELD sign should be placed on the left-hand side of the approach.*

Option:

- 16 If a raised splitter island is available on the left-hand side of a single-lane roundabout approach, an additional YIELD sign may be placed on the left-hand side of the approach.
- 17 At wide-throat intersections or where two or more approach lanes of traffic exist on the signed approach, an additional STOP or YIELD sign may be installed on the left-hand side of the road and/or a stop or yield line may be used to improve observance of the right-of-way control. At channelized intersections or at divided roadways separated by a median or divisional island, the additional STOP or YIELD sign may be placed on a channelizing island, or in the median or on the divisional island. An additional STOP or YIELD sign may also be placed overhead facing the approach at the intersection to improve observance of the right-of-way control.

Standard:

- 18 **More than one STOP sign or more than one YIELD sign shall not be placed on the same support facing in the same direction.**

Option:

- 19 For a yield-controlled channelized right-turn movement onto a roadway without an acceleration lane and for an entrance ramp onto a freeway or expressway without an acceleration lane, a NO MERGE AREA (W4-5aP) supplemental plaque (see Section 2C.45) may be mounted below a Yield Ahead (W3-2) sign and/or below a YIELD (R1-2) sign when engineering judgment indicates that road users would expect an acceleration lane to be present.

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From: Carissa Evans <carissaevans27@gmail.com>
Sent: Friday, January 12, 2024 1:59:49 PM
To: Naomi Burkland <nburkland@cityofhorace.com>
Subject: city council request

Hello,

I am writing to you, a member of our city council, asking that you help control speeding on Lost River Rd which flanks Meadowlark Park. My family lives along this road and we witness reckless driving, speeding, accidents, and endangerment of children- our own, our neighbors, and children visiting the park. A stop sign at the intersection of Lost River and Firefly Ln is needed. Children and families cross the street here to access the park. Not only is it unsafe to cross here because of lack of a stop sign but cars are already gaining speed and continue speeding all the way around the park. Adding a stop sign would make crossing the street safer and lower speeds of passing all through traffic. Second, speeding bumps between Lost River and Firefly Ln intersection and Lost River and Meadowlark Park intersection are necessary. There have been two car accidents in front of our house alone this past summer due to speeding and losing control on the curve of 8888 Lost River Rd. One of the accidents, the driver was going so fast he lost control on the curve and hit a parked car. He ended up on our doorstep after flying through the front windshield of his golf cart and had to be taken to the ED via ambulance. Another time our neighbor boy was nearly hit after a car fishtailed into their driveway, not able to stay on the road because he was taking the curve too fast. There are also many kids who unfortunately play in the street while their parents watch softball games. Many of these children and families are not from our neighborhood and do not know the dangers of this curve of 8888 and 8892 Lost River. If speed bumps and a stop sign are not installed I truly do believe there is going to be an accident where a child is hit by a car. I am emailing you because this is a safety issue that can be resolved. Thank you for your time and service.

Carissa Evans

From: [Naomi Burkland](#)
To: [Jim Dahlman](#)
Subject: Fwd: City Stop Signs
Date: Tuesday, January 16, 2024 7:56:44 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I believe this email and the one from Carissa are referencing the same road. I feel like I explained to Carissa the need for warrants. But let's talk about it at council meeting so they can hear and feel as though we do our do diligence.
Thanks

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From: Naomi Burkland <nburkland@cityofhorace.com>
Sent: Friday, January 12, 2024 2:23 PM
To: Brenton Holper <bholper@cityofhorace.com>
Subject: Fwd: City Stop Signs

This one was back from June.
Thanks

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From: Sarah Veit <sveit@cityofhorace.com>
Sent: Thursday, June 1, 2023 10:05 AM
To: Naomi Burkland <nburkland@cityofhorace.com>
Subject: Fwd: City Stop Signs

See below.

Sarah Veit
701-306-3666 cell

From: Sarah Veit <sveit@cityofhorace.com>
Sent: Thursday, June 1, 2023 10:05 AM
To: Jonah Oberloh <jboberloh@gmail.com>
Cc: Heather Oberloh <heather.m.oberloh@gmail.com>; Brenton Holper <bholper@cityofhorace.com>; Adam Carpenter <acarpenter@cityofhorace.com>; Kory Peterson <kpeterson@cityofhorace.com>
Subject: Re: City Stop Signs

Hello Jonah,
I am forwarding your concern to the city staff. Thank you for reaching out. They will be in touch.

Sarah Veit
701-306-3666 cell

From: Jonah Oberloh <jboberloh@gmail.com>

Sent: Thursday, June 1, 2023 8:36 AM

To: Sarah Veit <sveit@cityofhorace.com>; Jeff Trudeau <jtrudeau@cityofhorace.com>;
Stephanie Landstrom <slandstrom@cityofhorace.com>; Naomi Burkland
<nburkland@cityofhorace.com>

Cc: Heather Oberloh <heather.m.oberloh@gmail.com>

Subject: City Stop Signs

Hello City Council,

I have a question about the process of requesting to have stop signs installed at an intersection.

I live in the Lost River community and am lucky enough to live on Meadowlark Park. My 3 year old loves to head over to the playground daily, and we spend several hours at the playground every week. In the time that we have been there this year alone, there have been *several* instances of children running straight into Lost River Road. A few times, it has been extremely frightening to watch as parents are screaming at their children to stop running towards the road as a car is coming. I truly feel as if it is a matter of time before a child gets struck by a vehicle on Lost River Road.

In speaking with several other families while at the park, it has come up multiple times that there need to be stop signs at the corner intersection, where Lost River Road meets Wild Rose Way. There is heavy traffic on this road - consistent softball practices, heavy construction vehicle traffic (of which drivers seem to really like to speed), as well as city events taking place at the park. When there are events at the park, the parking spots on the west side of Lost River Road are taken up, making it even more dangerous, as the parked vehicles block all visibility of children potentially running straight towards driving lanes.

What is the process to formally request the consideration of adding stop signs at this intersection? Any assistance from you would be much appreciated.

Thank you,
Jonah and Heather Oberloh



MEMO

FEBRUARY 5, 2023

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JACE HELLMAN, CITY OF HORACE COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: LAND USE ORDINANCE ADOPTION

In conjunction with the City's selected consultant, Giffels Webster, City Staff has been in the process of developing a new land use ordinance for the City of Horace since March of 2021. The City of Horace issued a request for proposal in October 2020. Six firms responded to the RFP, with the City ultimately selecting Giffels Webster as the City Consultant in March of 2021. Throughout the process of developing the ordinance, public input was acquired through public outreach surveys, a project website, a public open house, and a public comment period, which was held between April and May 2023. During the public outreach period, a total of eight responses were received, and a series of changes have occurred as a result of the comments received and additional staff review. Those changes have been provided in the packet for City Council's review.

On December 12, 2023, the Planning and Zoning Commission held a public hearing to receive testimony and provide a recommendation to the City Council. The Planning and Zoning Commission ultimately voted 5-0 to recommend approval of the land use ordinance with the following changes/additions:

- Add "...to 8-foot" to each category of minimum requirements within Table 4-5.3. B.1.B on page 5-33 for barrier to screen a residential zoning district. The categories will read as "6-foot to 8-foot-high decorative wall as provided in subsection I below, or berm".
- Add Airstrips to the land use table within the agricultural zoning district as a conditional use permit and provide appropriate definitions to definitions.
- Increase minimum lot width from 40 ft to 45 ft and increase interior side yard setbacks from 5 ft to 7 ft within the Compact Residential Zoning District.
- Change parcel number 1501801005050 to Agriculture (Currently 17/76) *Note the Comprehensive Plan still designates property as Community Focus and includes this parcel as a part of the 17/76 small area plan.
- Remove maximum front yard and street side yard setbacks from Commercial Zoning District.
- Add language to provide a procedure for removing existing trees within a development area and define what type of tree and quantities of tree will be required to be planted in place of those trees that were removed.

City staff would echo the Planning and Zoning Commissions recommendations with the following modifications/or additions:

- Switch the zoning district classification of the SEC of County Road 17 and 76th Ave from 17/76 to Commercial due to how the development of Lakeview Heights Addition has outpaced the creation of the ordinance.



- Add language to the non-conforming section of the ordinance to permit specific lots either in the process or already platted to be subject to a setback similar to the Current R-6 zoning district.
- Further discussion should be had by the Council regarding municipal or private airstrips within the City limits and Extra Territorial Jurisdiction of Horace.

PZ Commission Recommended Changes

PZ Commission Recommended Changes

Page/Section/Subsection	Original Text	Change/Addition	Giffels Webster Notes
Pg 5-33 (Table 4-5.3.B.1.B)	Wall & Berm Height Requirements Abutting a Residential Zoning District (all categories) "6-foot-high decorative wall as provided in subsection I below, or berm"	add "to 8-foot" to each category of minimum requirements for barrier to screen a residential zoning district. Will read as "6-foot to 8-foot-high decorative wall as provided in subsection I below, or berm".	TBD
Pg 3-5 and Chapter 2 (Definitions)	N/A	Add Airstrips to the land use table within the Agriculture Zoning District as a conditional use permit, and provided appropriate definition to Definitions.	TBD
Pg 3-30 and applicable dimensional standards tables	Compact Residential: Lot width minimum - 40 ft; Interior side yard setback - 5ft	Increase minimum lot width from 40 ft to 45 ft and increase interior sideyard setback from 5 ft to 7 ft	TBD
Pg 32 and 33 (Zoning Map)	Zoning Map	Change parcel number 1501801005050 to Agriculture (Currently 17/76) *Note the Comprehensive Plan still designates property as Community Focus and includes this parcel as a part of the 17/76 small area plan	TBD
Pg 3-74 and applicable dimensional standards tables	maximum front yard and street side yard setback within the Commercial Zoning District = 155 ft	remove maximum front yard and street side yard setbacks from Commercial Zoning District	TBD
Pg 6-36 (Subsection 9 "Replacement")	<p>Tree replacement requirements:</p> <p>i. It is the policy of the City to preserve natural woodland areas throughout the City and with respect to specific site development to retain as far as practical, substantial tree stands which can be incorporated into the overall landscape plan.</p> <p>ii. The owner, tenant, and their respective agents shall be held jointly and severally responsible to maintain their property and landscaping in a condition presenting a healthy, neat, and orderly appearance and free from refuse and debris. Plants and ground cover which are required by an approved site or landscape plan and which have died shall be replaced within three (3) months of notification by the City. However, the Community Development Department may extend the time for compliance up to nine (9) months in order to allow for seasonal or weather conditions.</p> <p>iii. No clear cutting of woodland areas shall be permitted, except if approved by the Community Development Department.</p>	Add language to provide a procedure for removing existing trees within a development, and define what type of tree and quantities of tree will be required to be planted in place of those trees that were removed	TBD

December 12, 2023 Commission Meeting Minutes



HORACE PLANNING and ZONING COMMISSION MEETING MINUTES

December 12, 2023 | 6:00 p.m.

Horace Fire Hall Event Center | 413 Main Street, Horace ND 58047

Present: Planning and Zoning Commissioners – Amy Beaton, Julie Hochhalter, Ron Erickson, Chad Chalmers and Doug Wendel; Community Development Director, Jace Hellman; City Attorney, Lukas Croaker; City Engineer, Jim Dahlman; and City Council Member, Naomi Burkland.

Commission Chair Beaton called the meeting to order at 6:04 p.m.

Agenda Item 1: Declare Quorum

Agenda Item 2: Regular Agenda

Vice-Chair Hochhalter moved to approve the Regular Agenda. Seconded by Commissioner Erickson. All in favor, none opposed. Motion carried 5-0.

Agenda Item 3: Approve the November 28, 2023, Planning and Zoning Commission Meeting Minutes

Commissioner Wendel moved to approve the minutes from November 28, 2023. Seconded by Commissioner Erickson. All in favor, none opposed. Motion carried 5-0.

Agenda Item 4: Deer Creek Estates 3rd Addition | Jace Hellman, Community Development Director

Mr. Hellman provided a quick background of the proposed application for plat and rezone. Mr. Hellman noted that the remaining items from the November 28, 2023, meeting had been addressed and this plat was okay to proceed forward.

Public Hearing open at 6:08

Andrew Thill, with Lowry Engineering was present as the applicant's representative. No testimony was provided by Mr. Thill.

Public Hearing closed at 6:12

Commissioner Erickson moved to recommend approval of the plat and rezone for Deer Creek Estates 3rd Addition. Seconded by Commissioner Wendel. All in favor, none opposed. Motion carried 5-0.

Agenda Item 5: Land Use Ordinance Adoption | Jace Hellman, Community Development Director

Mr. Hellman provided a presentation detailing the process that has taken place over the last two and a half years to develop this draft ordinance proposal. Mr. Hellman provided the Planning and Zoning Commission with a list of changes that had occurred since the previous draft ordinance dated 11.16.22.

Public Hearing open at 6:33



Mr. Mike Zietz (8501 81st St S) commented that he would like to see a consideration for grass airstrips accounted for within the agriculture zoning district as a conditional use permit.

Mr. Chris Mack (Representing Christianson Companies) noted that there was potential issue with the maximum front yard setback within the 17/76 zoning district. Mr. Mack noted that for smaller lots and uses this may not be an issue, but for larger users and lots like a potential grocery store, this setback maximum would provide a conflict. Mr. Mack went on to state that a provision for a use like a grocery store should be considered. Mr. Hellman noted that he was hesitant to have the Commission remove the maximum setback from the 17/76 district so satisfy one potential use. Mr. Hellman provided an alternative which would be leaving the district as proposed and removing the maximum front and side yard setback from Commercial zoning district. That way, if the grocery store or similar user does come to fruition on the intended site, the applicants would have the ability to apply for a rezone in order to make the proposed property work. Mr. Hellman stated that way the intent of the district is preserved, while still providing an avenue for future development to occur on the property. Mr. Mack was in agreement with the proposal. Mr. Mack also added that a tree replacement policy should be considered within the subdivision development regulations.

Mr. Lonnie Wangen (7018 Sunnyside St) understood the property directly behind (parcel number 1501801005050) was currently zoned Agricultural, and the current future land use map designates the parcel as Community Focus when it comes to future development. Mr. Wangen requested that parcel number 1501801005050 be maintained as Agricultural on the proposed zoning map until a development application moves forward. Mr. Wagen had concern that applying the 17/76 zone at this time would allow for just about anything.

Mr. Brent Hanson (7414 Sunnyside St) Voiced concern about noticing for the meeting. Mr. Hanson was concerned because he had not received a paper notice for this meeting. Mr. Hellman explained that the notice procedure for an ordinance amendment is different than what the City would do for a land use application. Mr. Hellman went on to note that if the property owner adjacent to Mr. Hansons submits a land use application, he will receive a radius notice. Council Member Naomi Burkland explained that residents can sign up for alerts for City meetings on the City of Horace website.

Public Hearing closed at 6:58

During the Commissions' discussion, the Commission discussed including six changes to the proposed land use ordinance. The first was the addition of adding additional language to table 4-5.3. B.1.B "Wall & Berm Height Requirements Abutting a Residential Zoning District" to allow up to an 8-foot-high decorative wall for all use of, or zoning district for the subject property categories listed within the table. The second, add language allowing and requiring a conditional use permit for airstrips within the agricultural zoning district, as well as providing a definition for such use. Third, change the minimum width of lots from 40 ft to 45 ft within the Compact Residential zoning district, as well as change the interior side yard setback within the Compact Residential zoning district from 5 ft to 7 ft. Fourth, revert parcel number 1501801005050 back to an Agricultural Zoning District. Fifth, remove the front yard and street side yard maximum front yard setback from the Commercial Zoning District. The sixth and final discussed changed was to add language within 4-6.21. F.9 "Replacement" under the subdivision landscaping section of the ordinance to provide a procedure



for removing existing trees within a construction area of a new development, and define what type of tree, and quantities that will be required to be planted in place of those trees that were slated to be removed.

Chair Beaton moved to recommend approval of the land use ordinance with the six (6) discussed changes. Seconded by Commissioner Chalmers. All in favor, none opposed. Motion carried 5-0.

Agenda Item 6: Sparks Addition Amendment | Jace Hellman, Community Development Director

Mr. Hellman provided a detailed description of the proposed rezone and plat amendment for Sparks Addition. Mr. Hellman noted that the applicant is proposing to amend the previously approved Sparks Addition to incorporate additional and wider HOA lots to preserve the existing tree row surrounding the development area. Mr. Hellman went on to explain a rezone was needed to include additional public facility zoning districts for the newly added lots. Apart from the added HOA lots, the previously approved zoning will not change.

Public Hearing open at 8:00

Mr. Jack Dwyer, representing the Sparks Family Trust, was in attendance. Mr. Dwyer gave a brief overview of the proposed application.

Public Hearing closed at 8:06

Commissioner Erickson moved to recommend approval of the plat amendment and rezone for Sparks Addition. Seconded by Vice-Chair Hochhalter. All in favor, none opposed. Motion carried 5-0.

Agenda Item 7: 1005 5th St E Design Review | Jace Hellman, Community Development Director

Mr. Hellman introduced the proposed design review application for 1005 5th St E. Mr. Hellman noted that the applicant was proposing to build a 7200 square foot shop and office located at 1005 5th St E. Mr. Hellman reminded the Commission, that conditional use permit was approved by the City Council on December 4, 2023. Lastly, Mr. Hellman noted that the roof line exceeded 100 ft, which per City Ordinance requires something to break up the roof line. The applicant representative, Ian Bullis, noted that the architect was finishing up the final design of the building, and that he wanted some feedback from the Commission as to what could be used to break up the roof line. The Commission mentioned that weathervanes have been used previously, as well as cupolas. Ultimately, the Commission wanted to see what the applicant's architect would come up with before approving the design review application.

Commissioner Wendel moved to table the design review application for 1005 5th St E to the January 9th, 2024, Planning and Zoning Commission Meeting. Seconded by Vice-Chair Hochhalter. All in favor, none opposed. Motion carried 5-0.

Agenda Item 6: Adjournment at 8:20 p.m.

Full List of Ordinance Amendments since 11/16/22 Draft

Land Use Ordinance Amendments

Page/Section/Subsection	Original Text	Change/Addition	Giffels Webster Notes
Overall	Whole Ordinance	Check for missing punctuation	Updates made to Sections 4-4.8, 4-5.2.C.1, 4-5.2.D.1, 4-7.4.I, 4-8.2.4-8.4.D
Overall	International Building Code References	Change all IBC references to Uniform Building Code (UBC)	Updates made to Sections 4-4.8, 4-5.2.C.1, 4-5.2.D.1, 4-7.4.I, 4-8.2.4-8.4.D
Overall	Building and Inspections References	Remove or Change all references of receiving building permits, disseminating building permits, issuing building permits, performing "building code" inspections, and issuing certificate of occupancy to Buildings and Inspections Department	Updates made to Sections 4-4.8, 4-5.2.C.1, 4-5.2.D.1, 4-7.4.I, 4-8.2.4-8.4.D
Overall	Numbers	Ensure formatting for numbers is consistent throughout document - spelled out number (Number), one (1)	Updated as found
Pg 1-3	This code, enacted under the authority granted by Chapters 40-47, 40-48, and 40-50 of the North Dakota Century Code, governing the incorporated portions of the City of Horace, North Dakota and its extraterritorial planning area authorized by North Dakota laws, shall be known as "City of Horace Land Use Code" for the City of Horace, North Dakota.	Add Chapters 40-05 to authority granted by Chapters	Updated
Pg 1-3 (4-1.3 F)	Facilitate the orderly division of land within the City and its extraterritorial jurisdictions, as authorized by North Dakota laws;	Update Facilitate to Facilitating	Updated
Pg 1-4 (4-1.5)	These regulations shall be held to be the minimum requirements unless specifically noted. Whenever, these requirements are at variance with other requirements, rules, regulations, deed restrictions, or covenants, adopted by the City of Horace, the most restrictive shall govern, unless otherwise specifically stated. The City Council, the governing body of the City of Horace, may, from time to time, amend, supplement, or repeal any part of this code after a public hearing(s).	add "notice and" before a public hearing in the last sentence	Updated
Pg 15	Icons located at the bottom of each page are linked to the 'How to Use This Code' Section, the main Table of Contents, the Use Matrix, and the Zoning Map	Add period at end.	Updated
Pg 18	Use Matrix Residential Districts: Below is a reference table that summarizes the uses non-residential districts listed in the code. Uses below are generalized. Consult Section 4-3.1 as certain conditions and standards may apply. If there are any conflicts between this table and the uses listed in Section 4-3.1, the latter will control.	Remove "non" from "non-residential", "Below is a reference table that summarizes the uses residential districts listed in the code" may be missing a word or two.	Updated
Pg 19	Use Matrix Residential Districts: Below is a reference table that summarizes the uses non-residential districts listed in the code. Uses below are generalized. Consult Section 4-3.1 as certain conditions and standards may apply. If there are any conflicts between this table and the uses listed in Section 4-3.1, the latter will control.	Remove "non" from "non-residential", "Below is a reference table that summarizes the uses residential districts listed in the code" may be missing a word or two.	Updated
Pg 20-23	Use Matrix Non-Residential Districts: Below is a reference table that summarizes the uses non-residential districts listed in the code. Uses below are generalized. Consult Section 4-3.1 as certain conditions and standards may apply. If there are any conflicts between this table and the uses listed in Section 4-3.1, the latter will control.	"Below is a reference table that summarizes the uses non-residential districts listed in the code" may be missing a word or two	Updated
Pg 2-13	Civic Uses Definition	Add Schools	Updated
Pg 2-13	Licensed Child Care Center. An early childhood program in a facility licensed to provide early childhood services to nineteen or more children.	add (19) following nineteen	Updated
Pg 2-16	DWELLINGS, toWNHoMe. A residential structure with two or more floors of living space designed to house a single-family unit from lowest level to roof, with a private outside entrance, but not necessarily occupying a private lot, and sharing a common wall adjoining dwelling units.	add (2) after two	Updated
Pg 2-23	StrIP LiGHtING. A device or devices installed that attract attention to a non-residential use wherein a source or sources of light are arranged to be visible from the exterior of a building or structure including, but not limited to, strips of LED lights or neon tubes placed along the perimeter of building windows, along building edges, and other locations that serve to attract attention to a non-residential use. This definition shall not include any device or devices classified as a sign by the definitions and regulations in the code. Temporary lights otherwise regulated by this code are also excluded from this definition.	Change "the code" to "this code" in "... any device or devices classified as a sign by the definitions and regulations in the code"	Updated
Pg 2-24	Lot Coverage, Building Area Definition: Lot Coverage, Building Area Definition: The total surface area of a lot which may be used for permitted uses, excluding the yard areas	add or conditional uses following permitted uses	Updated
Pg 2-33	Water and Sewer system operated and managed by the City of Horace and Water system operated and managed by the Cass County Rural Water District	Remove County and add users following Water (Water "Users" District)	Updated to "Cass Rural Water Users District"
Pg 2-34	retail. SaleS aND SerVice, LiMiteD/MiCro. A retail sales and service establishment that is less than 5,000 square feet (gross floor area) on a lot.	add Five Thousand in front of 5,000. add () around 5,000	Updated

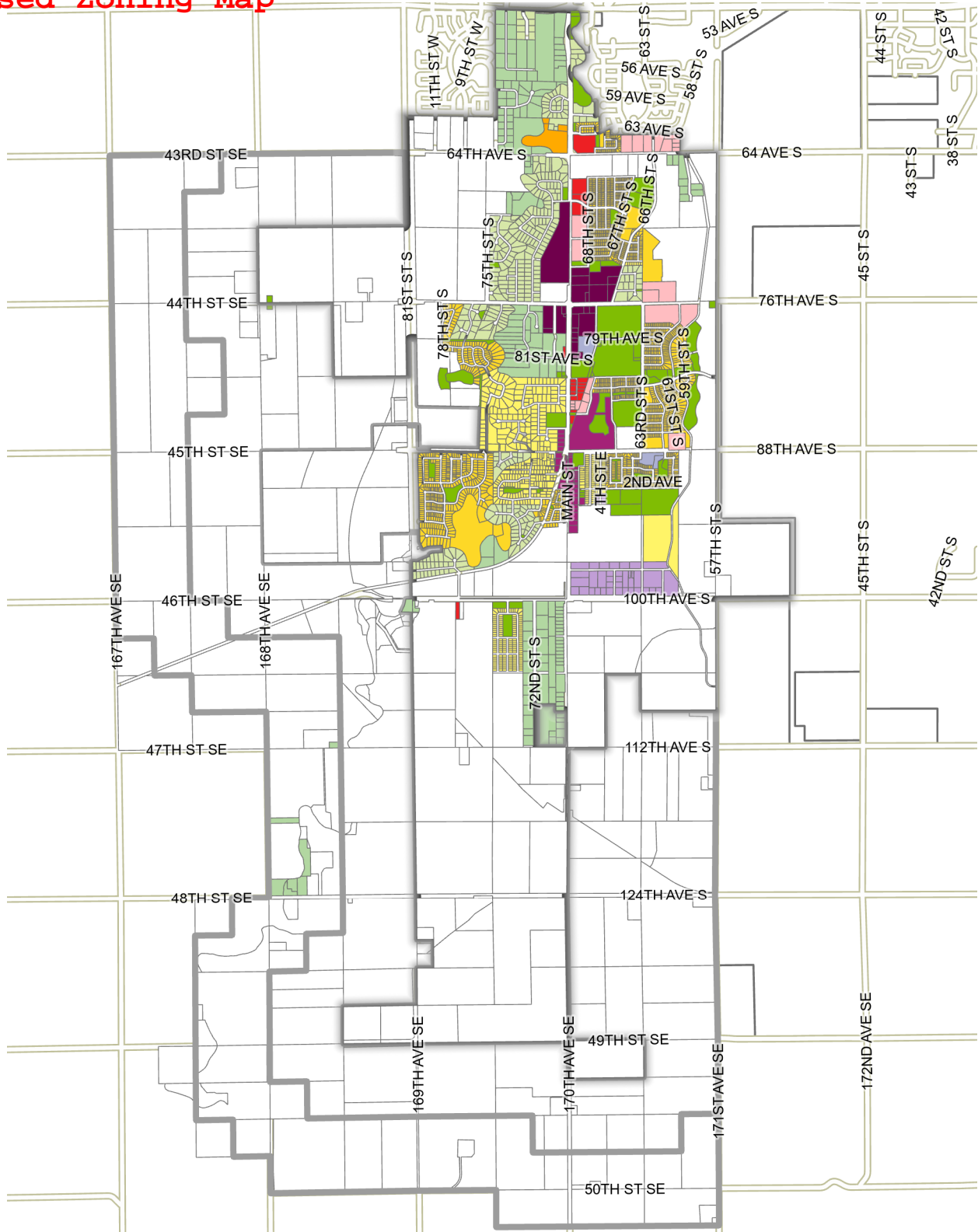
Pg 2-51 (Setback)	The minimum horizontal distance between the building line and the related front, side, or rear property line. Roof overhangs, fire balconies, fire escapes, basement window wells, and steps leading to a five (5) foot or less wide landing area by the front door, back door, side door are permitted within the setback area. Uncovered decks no more than five (5) feet wide are permitted in the front yard within the setback areas. Uncovered decks of no more than three (3) feet are permitted in the side yard within the setback area. If the setback area is larger than the requirements stipulated in these regulations, the width of uncovered deck may be increased up to the difference between the actual setback and the minimum required setback. Open work fire balconies, fire escapes, basement window wells, steps, and decks that are permitted in required side yard setbacks, must maintain a minimum setback of three (3) feet to any side yard lot line unless the district has no minimum side yard setback requirement. Uncovered decks in the rear yard should comply with rear yard setback requirements for accessory uses.	Update references of width to uncovered decks to be depth, currently it is unclear how far out uncovered decks can encroach in setback	Updated
Pg 2-9	WIND TURBiNe. A wind energy conversion system that converts wind energy into electricity through the use of a generator, which may include a nacelle, rotor, tower, transformer pad, blades, spirals, helixes, and/or and the supporting energy apparatus.	remove extra "and" before "the supporting energy apparatus"	Updated
Pg 3-102	FP (Floodplain) - Building Placement & Size	Remove Residential Uses, FP may be difficult to apply as a zoning district, further discussion on applicability of the district is needed.	Removed "Residential Uses"
Pg 3-110 (4-3.2 A)	The boundaries of the zoning districts are hereby established as shown on the official zoning district maps maintained by the City Development Director, or their designated representative, which shall be open to examination at any time during regular office hours. Such maps with all notations, references, and other information shown thereon shall be as much a part of this chapter as if fully described herein.	Updated "City Development Director" to "Community Development Director "	Updated
Pg 3-111	If a land use is not listed in any district as a permitted uses or as a conditional uses, and the use is not found to be similar to a permitted or conditional use another district, the City Council may determine that the use is allowed in the I-2 General Industrial district as a conditional use if the use is determined to be a reasonable land use and will not be detrimental to the public health, safety, and welfare of the City. In doing so, the City Council will direct the Planning Commission to hold a public hearing as a conditional land use and make a recommendation to City Council. The City Council shall, if necessary, attach reasonable conditions of approval to ensure that the spirit and intent of this code is met.	add "in" between conditional use and another district.	Updated
Pg 3-112 (4-3.7 A)	Generally. Site plans shall use the street concept plans in the Comprehensive Plan as a guide in developing the grid layout system in the district. The approving body may allow modifications and adjustments if done in keeping with the spirit and intent of this code and Comprehensive Plan.	add "the" before Comprehensive Plan in last sentence	Updated
Pg 3-112 (4-3.7 B-5)	technology and Sustainability. Mitigation of stormwater runoff should be accomplished through a mix of traditional methods and bioretention systems, such as rain gardens and bioswales. Landscaping with native plants, green roofs, living walls, and the incorporation of alternative energy systems, such as solar collectors or geothermal heat pumps into building and site designs is encouraged.	Confirm Technology and Sustainability is the correct title, update all districts accordingly	Title changed to "Sustainability"
Pg 3-117 (4-3.11 E)	Residential Driveway Aprons. The driveway aprons of detached single-family homes shall not be subject to the parking setbacks set forth in Chapter 3 - Zoning Districts of this code.	Bold Residential Driveway Aprons	Updated
Pg 3-24	SR-3 Principal Structure Setbacks	Reduce front and street side yard setbacks to 25 ft (Help bring existing properties into conformance)	Updated in district and in District Summary Table in the Preface
Pg 3-30	Average lot width within the Compact Development Zoning District	Change from 46 ft to 48 ft	Updated
Pg 3-47/48 - 17/76 Land Use Table	17/76 Land Use Table	Add microbreweries, cideries and coffee roasters as permitted uses	Added
Pg 3-51	Permitted Enroachments (Whole Section)	Add numerals in parenthesis following spelled out number (i.e Three (3))	Updated
Pg 3-51	Building Form: Height - Accesory Building Orientation (All building types except carriage houses and cottage court bungalows, which may have alternate orientation)	parenthesis missing, either add or remove parenthesis	Added
Pg 3-55/56 - OT Land Use Table	OT Land Use Table	Add microbreweries, cideries and coffee roasters as permitted uses	Added
Pg 3-59	Building Form: Height - Accesory Building Orientation (All building types except carriage houses and cottage court bungalows, which may have alternate orientation)	parenthesis missing, either add or remove parenthesis	Added
Pg 3-59	Permitted Enroachments (Whole Section)	Add numerals in parenthesis following spelled out number (i.e Three (3))	Updated
Pg 3-63/64 - MX Land Use Table	MX Land Use Table	Add microbreweries, cideries and coffee roasters as permitted uses	Added
Pg 3-67	Building Form: Height - Accesory Building Orientation (All building types except carriage houses and cottage court bungalows, which may have alternate orientation)	parenthesis missing, either add or remove parenthesis	Added
Pg 3-67	Permitted Enroachments (Whole Section)	Add numerals in parenthesis following spelled out number (i.e Three (3))	Updated
Pg 3-70	Building Types: Reserved for the future	provide clarification on what this reserved for	The building type subsection is reserved in Section 4-3.1.11.3 in case the city wishes to include form based standards in this district
Pg 3-74	90 ft max front setback and 90 ft max street side yard setbacks within commercial district	Increase to 155 ft max front and street side yard setback	Updated in district and in District Summary Table in the Preface
Pg 3-84	Vehicular Parking Setback (Footnote 1): Not applicable to residential uses (Including Multi-family)	Residential Uses are not permitted within the I-1 District, footnote may not be necessary	Removed footnote
Pg 3-90	Footnote 1: When an accessory structure is located in or adjacent to a single-family zoning district, the minimum setback shall be equal to the height of the building in the non-residential district or 30 feet, whichever is greater, and shall be subject to screening requirements in section 4-5.3, subsection A.	Reword, references industrial accessory structures in single family zoning districts. Additionally principal structures setbacks have footnote one, which does not apply.	Changed to "located adjacent to a single-family residential zoning district..." for I-1 and I-2 (page 3-92)
Pg 3-92	Vehicular Parking Setback (Footnote 1): Not applicable to residential uses (Including Multi-family)	Residential Uses are not permitted within the I-2 District, footnote may not be necessary	Removed footnote
Pg 4-10/11	Detached Single Family and Two Family Dwelling Standards	Remove Section 4-4.8 (B & H), adjust pitch from 4:12 to 3:12	Removed; updated

Pg 4-21 (4-4.16 D 2)	The Community Development Department may permit a temporary use occupy a site for a period not to exceed eight (8) months unless located in an AG, SR-1, SR-2, SR-3, CR, or UR district, in which case Planning Commission approval shall be required to extend the time period beyond thirty (30) days.	add "to" in between "temporary use" and "occupy"	Updated
Pg 4-22 (4-4.16 H)	findings. The Community Development Department shall approve, or approve with conditions, an application for a temporary use permit after finding all of the following. If the director does not make all of these findings, the temporary use permit shall be denied:	replace "director" in second sentence with Community Development Director	Updated
Pg 4-5 (C.e)	A letter agreeing that, should any tower/antenna facility approved under this section cease to be used for its approved use for more than ninety (90) continuous days, or more than ninety (90) days of any one hundred twenty (120) day period, it shall be removed from the site within one hundred eighty (180) days of such cessation. Removal of the tower/antenna and its accessory use facilities shall also include removing the top three (3) feet of the caisson upon which the tower is located and covering the remaining portion with top soil. The letter of agreement may include a financial guarantee, if deemed appropriate by the City Council, to ensure removal of any or all of the facilities approved under the conditional use permit. Any such agreement, including any financial guarantee, shall be in a form acceptable to the City Attorney. The financial guarantee may also include a provision for periodic adjustments to reflect changes in the Consumers Price Index or other similarly established and accepted price indexes.	add "at the sole expense of the owner" following "it shall be removed from the site within one hundred eighty (180) days of such cessation"	Updated
pg 5-14	B(4) Drive-through lanes and associated by-pass lanes shall be setback at least ten (10) feet from the side and rear lot lines	Reduce drive-through/by pass lane to five (5) feet from the side and rear lot lines	Updated
pg 5-14	Drive-through lanes shall provide one (1) by-pass lane to allow unobstructed travel for vehicles to pass those waiting to be served.	add width requirement or minimum for by-pass lane	Added as 10 feet
Pg 5-14	Drive-through lanes shall have a minimum width of nine (9) feet. a. Drive-through lanes shall have a minimum length of twenty (20) feet per vehicle. b. Drive-through lanes shall have a minimum centerline turning radius of twenty-five (25) feet. c. Drive-through lanes shall be striped, marked, or otherwise distinctly delineated.	remove "drive through lanes" in a, b & c. provide clarification on whether not centerline turning radius is similar to maneuvering width identified in table 4-5.2.C.2. If so, adjust to be the same	Updated; title of Table 4-5.2.C.2 changed to "Off-Street Parking Layout Dimensions"
pg 5-19	Multi-family and multiplex developments over four (4) units shall provide charging infrastructure for a minimum of fifteen percent (15%) of required spaces. For the purposes of this subsection, "charging infrastructure" shall mean placing the conduit required for the future installation of electrical lines to serve charging stations. Charging outlets may be provided by the developer or tenant by agreement.	Remove EV section from Ordinance	Removed subsection and from CR and UR district standards (now Secs. 4-3.8 and 3.9)
Pg 5-21	Bicycle Parking	Remove Bicycle Parking requirement, Bicycle Parking will be accounted for overall development creation	Removed section and references to "Bicycle access" in subsection Access & Parking of district pages and from CR and UR district standards (now Secs. 4-3.8 and 3.9)
Pg 5-27	Greenbelts/Landscaped buffers. Wherever greenbelts are required by this code, they shall meet the following standards:	"," is highlighted	Updated
Pg 5-3 (A 3)	easements. Accessory structures shall not be located within any recorded public or utility easement, except that accessory structures up to 100 square feet are permitted within easements, and may be located no less than 3 feet from any property line; such structures are prohibited in a front yard.	Add at Risk of Owner before "accessory structures up to 100 square feet are permitted within easements, and may be located no less than 3 feet from any property line; such structures are prohibited in a front yard."	Updated
Pg 5-3 (A 4)	Maximum height. Accessory structures in any residential zoning district shall not be taller than twenty (20) feet. Accessory structures shall not be taller than the principal structure for all other districts. Height is measured the same as for the principal structure.	Add language exempting SR-1 from Principal Structure Height Limitation	Updated
Pg 5-3 (A 5)	Plate height. The plate height of the accessory structure shall not be higher than fifteen (15) feet in all residential districts. Plate height is measured from the lowest grade to the top framing member of the wall (wall plate).	Increase plate height to 16, adjust district standards accordingly	Updated; all districts with height max of 15 ft. updated to 16 ft.
pg 5-36	wall & berm height requirements for parking areas (i. parking areas - 6-foot-high decorative walls as provided in subsection d.i below	add berm (wall or berm)	6-foot-high decorative wall as provided in subsection i below, or berm
Pg 5-36 (B -1)	Walls abutting a residential Zoning District. For those use districts and uses listed below, there shall be provided and maintained on those sides abutting or adjacent to a residential district, an obscuring wall or landscaped berm as required:	Replace shall with may, or reword to make situational	Updated
Pg 5-36 (table 4-5.3.B.1.B)	wall & berm height requirements for parking areas	Adjust title to reference more than parking areas as content of the table relates to more than parking areas. Subsection references d.i, should subsection reference just be d.	Updated; should have been subsection i
Pg 5-4	iv. An ADU shall have a separate water meter from the primary residence.	Remove	Removed
Pg 5-41	Light trespass. Light levels shall not exceed one-tenths (0.1) footcandles at the property line where the site abuts a lot with a residential use or zoning. Where the site abuts a non-residential use or a public right-of way, light levels at the property line shall not exceed three-tenths (0.3) footcandles; Pedestrian areas/sidewalks have minimum footcandles of 0.2	Potential discrepancy in light trespass footcandle mazimums and the required footcandles for sidewalks	No changes needed after discussion
Pg 5-42	Signs. Signs shall be lit in accordance with the standards of Section 4-5.6 Signs.	"," is highlighted	Updated
Pg 5-44	Building appearance Requirements (whole section)	correct T-111 paneling to T1-11 Paneling	Updated
Pg 5-44	Materials. Buildings shall be constructed with one (1) dominant material comprising no less than fifty percent (50%) of any facade visible from a public right-of-way. Facade materials shall be drawn from the list of permitted materials in the district. Additional materials may be approved by the approving body provided that the substituted or additional materials meet the purpose and intent of this chapter and are similar in nature to those specified materials herein. The following building materials are prohibited:	Add the word "underlying" before district. "from the list of permitted materials in the underlying district"	Updated
pg 5-5	B(2) the fence or wall shall be constructed of durable materials and designed to match the exterior finish of the principal building on the site	Change "match" in B(2) to "Complement", add non-combustible material following durable.	Updated

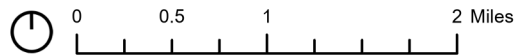
Pg 5-5	C(2) Roof-mounted mechanical equipment shall be screened with a parapet wall, penthouse, or other similar screening device not less than the height of the highest appurtenance. The design of the screening device shall be compatible with the architectural design of the building upon which it is located.	add the following language to the end of C.2 "The approving body may permit a reduction in the height of the screening element when the applicant demonstrates that the proposed screening height will obscure the equipment from adjacent streets and properties."	Updated
Pg 5-55 - Electronic Display Areas	Electronic message signs shall not emit more than 100 nits during night hours, which commence no later than one (1) hour after sunset and extend through no earlier than sunrise, no more than 5,000 nits in full daylight. The displays shall transition smoothly at a consistent rate from the permitted daytime brightness to the permitted nighttime brightness levels. Electronic message signs shall have functioning ambient light monitors and automatic dimming equipment which shall at all times be set to automatically reduce the brightness level of the sign proportionally to any reduction in the ambient light. In order to verify compliance with this Code or other applicable law, the interface that programs an electronic message sign shall be made available to City staff for inspection upon request. If the interface is not or cannot be made available upon the City's request, the sign shall cease operation until the City has been provided proof of compliance with this code	Increase to 200 nits	Updated
pg 5-6	Encroachments into yard and Exceptions to building Height	limit setback encroachments in districts like CR and UR (with smaller setbacks)	Added provision for non-residential districts
Pg 5-6 (G b)	Some zoning district may permit projections that exceed three (3) feet	provide reference to which districts	Removed this subsection and renumbered accordingly
Pg 5-67	Noise - Table 4-5.7.D.3	Remove section entirely, exists elsewhere in City Ordinance	Removed "Noise" subsection
Pg 5-69	Fire and Explosive Hazards. The storage and handling of flammable liquids, liquefied petroleum gases, and explosives shall comply with the state rules and regulations as established by the State of North Dakota Century Code and applicable rules and regulations.	remove "State of" before North Dakota Century Code	Updated
Pg 5-70	4-5.9.D Building Type Standards, Townhomes Maximum stories = 3	Add wording 3 stories above grade	Updated
Pg 6-10	The required number of paper copies, as established by City Council, f at a dimension of 11" by 17", must be provided and the form of the plat shall be suitable for recording with the Cass County Recorder's Office. A PDF file and AutoCAD file of the plat shall also be provided. A DWG file may also be required.	remove "f" after Established by City Council	Updated
Pg 6-11	Prior to the submission of a plat, the subdivider shall consult with the City Community Development Department for assistance regarding the requirements of City plans, ordinances, and policies for subdividing any parcel of land. This step is intended to inform the subdivider of the importance of the plans, ordinances, and policies to assist the subdivider in meeting the land subdivision requirements of the City. The subdivider must provide a master plan document that covers the entire contiguous area owned or controlled by the subdivider.	Remove the word City, before Community Development Department	Updated
Pg 6-11	Meeting with Parks Board. Subdividers for major plats shall meet with the Park Board to discuss land dedication or payment-in-lieu of land dedication in compliance with Section 4-6.23 Dedication of Land for Public Purposes.	Remove the "s" after park, should be Park Board	Updated
Pg 6-12	Upon satisfactory review by City staff of all required documentation submitted by the subdivider, the City will publish one notice at least one (1) week before the time set for the hearing in the official newspaper of the City and provide notification (post marked or hand delivered at least seven (7) days before) to all property owners within three hundred (300) feet of the property in question excluding the street rights-of-way.	remove "the City will publish one notice at least one (1) week before the time set for the hearing..." Replace with "the City will publish notice once each week for two (2) consecutive weeks before the time set for the hearing..."	Updated
Pg 6-12 (D 5)	The subdivider shall submit the plat to the Community Development Department before the regularly scheduled meeting of the Planning Commission a minimum of twenty-five (25) days prior to the meeting to provide sufficient time for City staff review and for publishing notices of public hearing.	Remove subsection 5, staff would like to reserve time for additional review if necessary.	Updated
Pg 6-13 (8)	Upon satisfactory review by City staff of all required documentation submitted by the subdivider, the City will publish notice once each week for two (2) consecutive weeks before the time set for the hearing in the official newspaper of the City and provide notification (post marked or hand delivered at least 7 days before) to all property owners within three hundred (300) feet of the property in question excluding the street rights-of-way.	add seven in between at least and 7, add parenthesis around 7 and delete parenthesis after before.	Updated; not changed - close of parenthetical
Pg 6-16	Before any future subdivision plat is approved, the developer and its successors and assigns will be required by subdivision development agreement to accept responsibility for the layout and construction of all private or public roads, alleys, and streets within the subdivision, according to City specifications.	remove section, covered in City's ID agreements	Removed
Pg 6-24	Road Cross Section: 29 ft (24 ft plus 2.5 ft curb/gutter on each side)	increase to 30 ft (25 ft plus 2.5 ft curb/gutter on each side)	Updated
Pg 6-24	Street Design - The local residential street is only allowed within SR-1, SR-2, and SR-3 districts.	Compact Residential should be added to the zones that allow local residential streets 4-6.17(T.1)	Updated
Pg 6-28	residential collector street. Outside of 17/76, OT, MX, UR, and CR districts, the parallel parking spaces may be removed on one or both sides of the street, if allowed by the approving body, and the road will function as a residential collector street, with a forty-one (41) foot back of curb to back of curb road section. Buildings fronting on a residential collector street will typically have a front yard and will not be zero setback. For the residential collector street, there will be a ten (10) foot wide shared use path on each side.	Ensure "and will not be zero setback" is the correct phrasing	Updated to "[have] a front setback requirement"
Pg 6-33 (F 1 c)	Earth berms shall be physical barriers, which block or screen the view similar to a hedge, fence, or wall. Mounds shall be constructed with proper and adequate plant material to prevent erosion.	Add "grades," in between adequate and plant material	Clarified and updated

Pg 6-35 (7 d)	Street trees in boulevards and adjacent to other common elements of a subdivision shall be installed within one year of the construction of streets and sidewalks. Street trees in front of development lots shall be installed within one year of the issuance of a certificate of occupancy for the principal building on the site. A bond for one-hundred-twenty-five percent (125%) of the estimated cost of street trees shall be provided to ensure that street trees are planted in a timely manner. Cost estimates are subject to approval by the Community Development Department.	Remove, the City has established a tree program to regulate this	Removed
Pg 7-10 (A)	application and fee. Application and Fee. The applicant shall submit the proper application, as supplied by the City, and pay the required fee. The application shall be accompanied by, at a minimum, the following:	Remove duplicate Application and Fee	Removed
Pg 7-3 (4-7.2 C)	review Criteria. Review of a site plan shall assess the plan's compliance with the Land Use Code. In addition, the Community Development Department shall distribute the plans to the Department of Public Works, City Engineer, and Cass County Sheriff's Department for review. Every site plan shall be in accordance with the requirements of this chapter.	remove Cass County Sheriff, add Building and Inspections and Horace Rural Fire District, or change to applicable parties	Updated
Pg 7-6 (4-7.3)	Design Review - whole section	Include multi-family uses as design review eligible, clarification is needed as to whether or not OT and 17/76 developments are subject to DR	Multi-family, multi-building, and mixed use developments in all districts now included to require design review
Pg 7-8 (8)	Is designed, located, planned, and will be operated so there is no interference with the public health, safety, and welfare will be protected.	remove "will be protected", or reword so it fits.	Removed
Pg 8-10 (2 d)	Receive, file, and forward to the Planning Commission and the City Engineer all applications for plats and their supporting documents.	Add City Attorney to list of who plats are forwarded too.	Updated
Pg 8-14, 8-19, 8-20	Performance Guarantees & Certificates of Occupancy (Full Sections)	Combine performance guarantee with unfinished site improvements. Adjust to not require upfront, only use at CofO scenarios. Require bid, bond, cash, etc at 125% of cost, and construction easement for city to do work if improvements are not done in time. Remove CofO section, to be relocated to building title of the ordinance. (work through with Giffels Webster)	Removed and revised section for the building title sent to staff. References to Section 4-8.11 rerouted to "Title V of the City's Code of Ordinances" (in Secs. 4-7.6.A.3 and 4-5.3.A.4)
Pg 8-4 (B)	Nonconforming Lots. A permitted principal building and uses, and permitted accessory structures and uses, may be erected or placed on a lot of record which existed at the date of adoption or amendment of this code, provided such lot shall have been in separate ownership and not contiguous with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area, or width, or both, that are applicable in the district, provided that minimum setback dimensions and other requirements shall conform to the regulations for the district. A reduction of minimum setback requirements shall only be permitted upon granting of a variance by the City Council.	Add lanauage that nonconforming lot cannot be created by a government taking.	Added
Zoning District standards	Average lot width or lot size for developments	Add footnote for intent that it is meant to be dispersed throughout the development, not centralized in one area	New section added (Sec. 4-3.5 Average Lot Widths)
Zoning Districts	Street Tree Standard	Add footnote dictating how far trees must be spaced from intersections. Driveways, hydrants and light poles	Added
Zoning Map	Zoning Map	Update GIS File for Zoning Map	Updated Please note that we have added a few blank reserved pages to account for future updates and minimize the number of times the interactive zoning map will need to be updated upon amendments.

Proposed Zoning Map



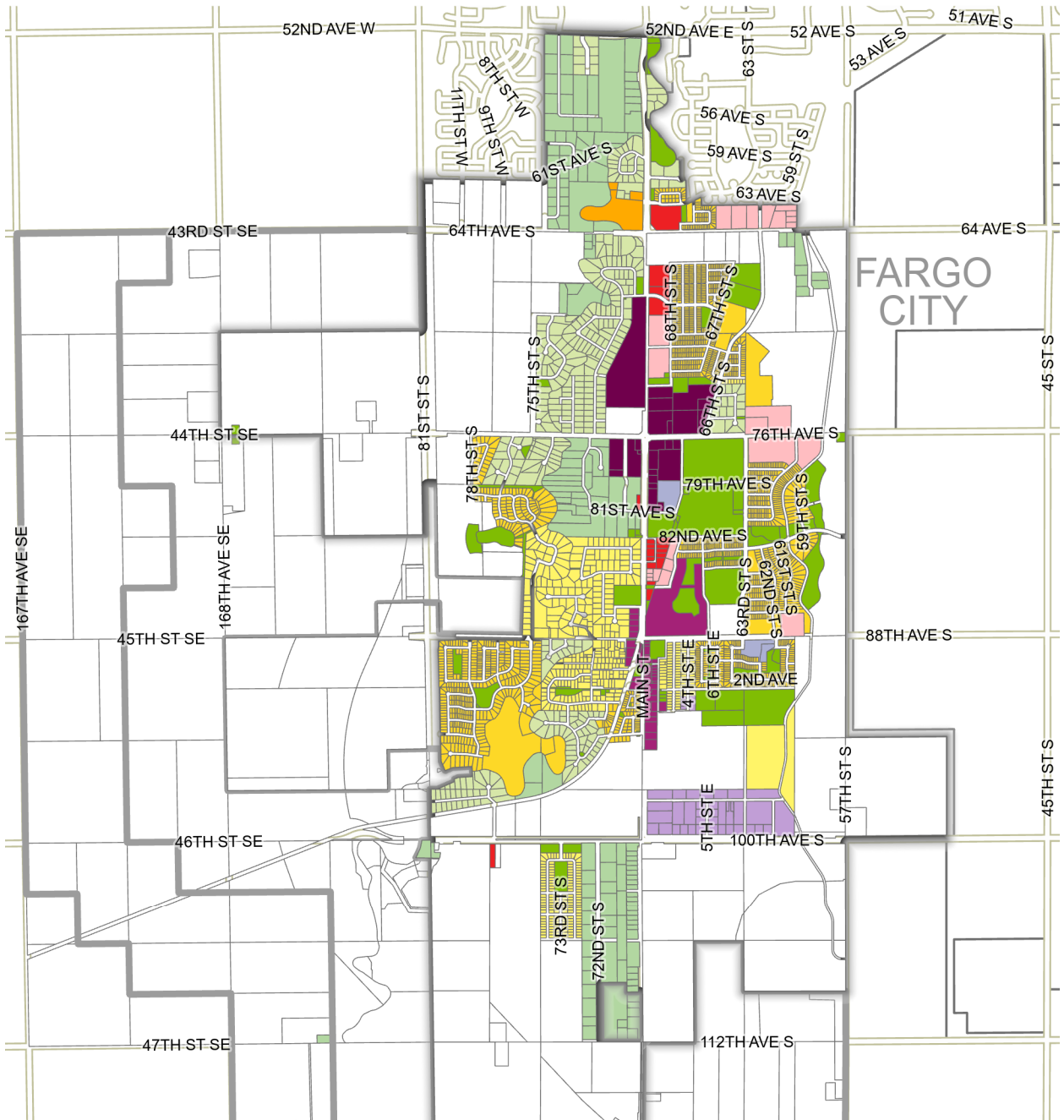
Data Sources: Zoning: City of Horace. Streets and Municipal Boundaries: Cass County Open Data Portal. Date Exported: November, 2023. ©2023 Giffels Webster.



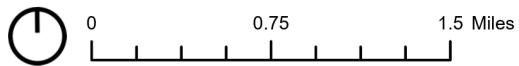
- AG: Agriculture
- SR-1: Suburban Residential 1 < 5 Acres
- SR-2: Suburban Residential 2 < 1 Acres
- SR-3: Suburban Residential 3 < 0.5 Acres
- CR: Compact Residential
- MH: Mobile and Manufactured Home
- 17/76
- OT: Old Town
- MX: Mixed Use
- C: Commercial
- I-1: General Industrial
- CIV: Civic
- PUD: Planned Unit Development



Current Zoning Map City of Horace



Data Sources: Zoning: City of Horace. Streets and Municipal Boundaries: Cass County Open Data Portal. Date Exported: November, 2023. ©2023Giffels Webster.



- | | |
|--|-------------------------------|
| AG: Agriculture | OT: Old Town |
| SR-1: Suburban Residential 1 < 5 Acres | MX: Mixed Use |
| SR-2: Suburban Residential 2 < 1 Acres | C: Commercial |
| SR-3: Suburban Residential 3 < 0.5 Acres | I-1: General Industrial |
| CR: Compact Residential | CIV: Civic |
| MH: Mobile and Manufactured Home | PUD: Planned Unit Development |
| 17/76 | |



Current Zoning Map

City of Horace

Home Builders Association of Fargo-Moorhead:

Comments and concerns compiled from builder, developer, and Realtor representatives doing business in Horace.

Chapter 3: Zoning Districts

- *Too specific as to the uses allowed on a primary and secondary street and the floor of the building.*
- *Dictating first floor heights of the buildings is too controlling.*
- *Allowed building materials-why only full masonry systems? Thin brick or veneer stone provides a similar aesthetic.*
- *Allowed building materials in 17/76, OT, MX districts: too restrictive. Where is the consideration for project budgets and the varied appeal of other building materials?*
- *EIFS in the Commercial and I-1 district: lower the height to be 5'-6' above ground level.*

4-3.15 CR Compact Residential (pg. 3-30)

4-3.15 CR Compact Residential

5. Building Placement & Lot Size

Lot Size & Width

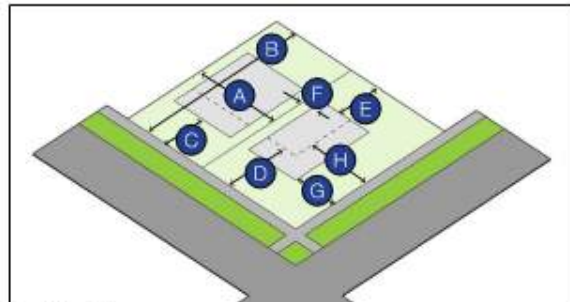
Residential use	4,000 sf min. per dwelling	
Other use	4,000 sf min.	
Lot width	40 ft. min.	(A)
Lot depth	80 ft. min.	(B)
Average lot width in subdivisions	46 ft.	

Building Coverage

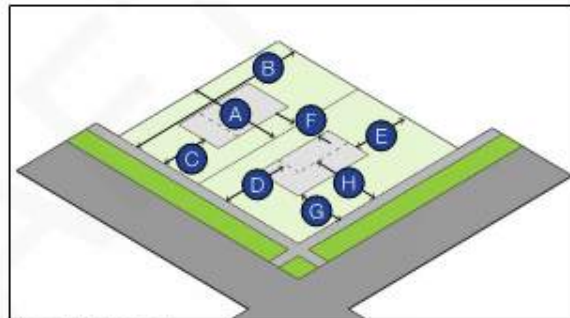
Building coverage ^{sq}	65% max.
Impervious surface coverage	80% max.

Setbacks - Principal Structures (Residential)

Front setback:	20 ft. min.	(C)
	30 ft. max.	(D)
Rear setback:	20 ft. min.	(E)
Side setbacks:		(F)
Interior side	5 ft. min.	(G)
Street side (if applicable)	20 ft. min.	(H)
	30 ft. max.	



Residential



Non-Residential

Consider changing the side setback to 12' or 15' for all residential zoning districts. On a 50' lot this only leaves 25' for a buildable width. Corner lots are usually less desirable with these large street side setbacks they even less desirable.

Landscaping: 4-3.1.5 Compact Residential (pg. 3-33) & 4-3.1.6 Urban Residential (3-39)

Consider changing the street tree spacing to be determined by the classifications of roads.

Example: Local street = 30' or 35'

Collector street = 40' or 45'

Arterial streets = 50' or 55'

This will help keep neighborhoods consistent along the boulevards and give a consistent look in all of the neighborhoods. It also becomes difficult to place trees every 20' with driveway spacing and street lights. If the city wants additional in certain districts, it makes sense to add it to the landscaping code.

4-3.1.8 17/76

- **4. List of Uses (pg. 3-47/48)**
 - Allow/address breweries, cideries, coffee roasters
- **5. Building Placement and Lot Size (pg. 3-50)**
 - Allow zero-lot line buildings
- **7. Building Standards (pg. 3-52)**
 - Building Materials – allow architectural metal panel
 - Building Transparency – Non-Residential 35% minimum
 - Parking Setback – require screened parking and 5ft set back at front (think parking ramp structure)

4-3.1.9 OT Old Town

- **4. List of Uses (pg. 3-55/56)**
 - Allow/address breweries, cideries, coffee roasters
- **5. Building Placement and Lot Size (pg. 3-58)**
 - Allow zero-lot line buildings
- **7. Building Standards (pg. 3-60)**
 - Building Materials – allow architectural metal panel
 - Building Transparency – Non-Residential 35% minimum
 - Parking Setback – require screened parking and 5ft set back at front (think parking ramp structure)

4-3.1.10 MX Mixed Use

- **4. List of Uses (pg. 3-63/64)**
 - Allow/address breweries, cideries, coffee roasters

- **5. Building Placement and Lot Size (pg. 3-66)**
 - Historic Downtown environments are built on 25ft increments. Consider size of buildings/lots vs. experience at street level.
 - Building Coverage – allow zero lot line builds in downtown districts, remove restriction for impervious surface max, and building coverage max
 - Front Set back – allow zero lot line builds downtown districts
- **6. Building Form and Components (pg. 3-67)**
 - Building Façade – 35% Transparency in Front
 - Encroachment – Confirm blade signs, awnings allowed over ROW on zero lot line builds in downtown districts
- **7. Building Standards (pg. 3-68)**
 - Materials – Allow architectural metal panels
 - Transparency – Building Front façade non-residential 35%
- **9. Access and Parking (pg. 3-68)**
 - Vehicle Parking setbacks – require screened parking and 5ft set back at front (think parking ramp structure)
- **11. Signs (pg. 3-69)**
 - Non-residential – Allow Blade and roof signs

4-3.1.11 C Commercial (pg. 3-74)

5. Building Placement & Lot Size

Lot Size & Width

Lot size	None
Lot width	None

Building Coverage

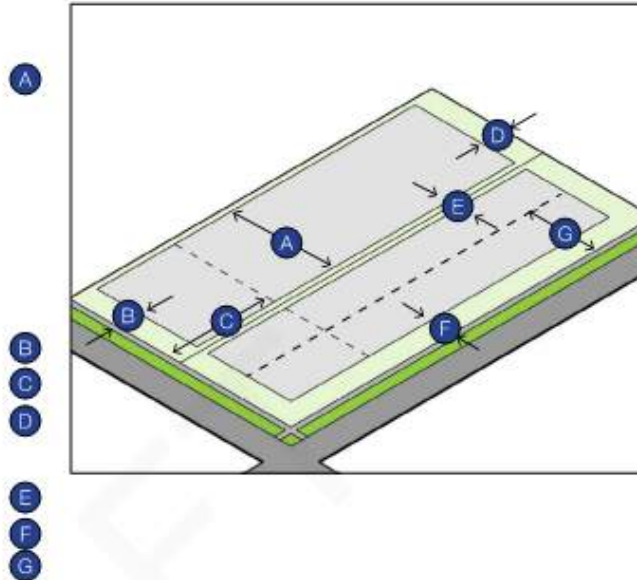
Building coverage ¹	60% max.
Impervious surface coverage	80% max.

Setbacks - Principal Structures

Front setback:	20 ft. min. 90 ft. max.
Rear setback:	20 ft. min. ¹
Side setbacks:	
Interior side	5 ft. min. ¹
Street side	20 ft. min. 90 ft. max.

Setbacks - Accessory Structures

Minimum front setback:	Not permitted ²
Minimum rear setback:	5 ft. ¹
Minimum side setback:	
Interior side	5 ft. ²
Street side (if applicable)	Not permitted ¹



Consider removing maximum setbacks. These can be difficult to meet on some sites due to easements or other restrictions.

4-3.1.16 PUD Planned Unit Development (pg. 3-106)

C. Restrictions.

1. Special assessments cannot be used to finance the development of a PUD district, including but not limited to, streets, street lights, water, sanitary sewer, storm sewer, sidewalks and pedestrian spaces, any other utilities, landscaping, or the engineering, design, or labor involved in the construction thereof, within the PUD district.

- E. **Application Requirements.** An application for a PUD district shall contain all the following information:
1. All uses in a PUD district must be connected to the public water and sewer system;
 2. A statement describing the general character of the intended development and why a PUD district is proposed;
 3. Detailed development plan as described in subsection F below;
 4. Proof of financial ability of the owner(s)/developer(s) to carry out the project;
 5. Analysis of economic impacts for a 10-year period which details anticipated sales tax revenue, property tax revenue, and the marginal social benefit to the public;

Chapter 4: Use Standards

4-4.8 Detached Single-Family and Two-Family Dwelling Standards (pg. 4-10/11)

H: Overall, limits buyers dramatically. Limits what they can have and adds cost where they do not need it, making the same house more financially attainable in surrounding areas.

1-3. While these can be done, they also add substantial cost to the buyer. Any combination of these changes can increase build time, material cost and labor.

4. Cost variables on these styles of homes can be very different. Are we really going to have the CDD turn down buyers because of the home type they can afford?

5. Garage front setback greater than house:

Limits the area families use the most (the back yard). In turn adding significant cost in concrete, which the buyer will see no return in investment for.

6. Needs clarification as it seems vague. Pretty sure there is zero change you can have a center front door on any CR.

7. Is this what we are already doing? What are the minimal standards? Most buyers are interested in upgrades on the inside that meet their personal standard of living.

8. This is difficult in a CR unless you include garage door windows, which adds cost to the buyer.

I: Applicants already submit floor plans and front elevations to the city for permits. Need more information on what the Community Development Department is.

It would be helpful to have examples of these standards. Ultimately, who will make the choice?

K: Seems like this is what the city wants every development to be like. PUDs take a long time to plan and are not the same as selling or building homes in CR.

Overall, this would put the potential growth of the city in major jeopardy, making the burden of costs such as taxes even higher on their current residents.

4-4.9 Residential Uses in the 17/76 District and Old Town District

A. (pg. 4-11)

Allow residential lobbies, and amenities spaces on primary frontage and opportunity for special review of circumstances prohibiting a good retail use – i.e., walk-up style townhouse unit or garden level entries.

Chapter 5: Site Standards

4-5.1 Functional Site Elements

B & C (pg. 5-5)

- B. **Dumpster Enclosures.** Outdoor trash and recycling receptacles shall not be visible from public rights-of-way for detached single-family homes, two-family homes, and small multiplexes up to four (4) attached units. Outdoor trash receptacles and areas used for the storage of waste products shall be enclosed and screened from the view of public rights-of-way and adjacent residential properties for all other uses as follows:
1. The receptacle or storage area shall be enclosed within a fully obscuring fence or wall not less than five (5) feet in height and not more than eight (8) feet in height.
 2. The fence or wall shall be constructed of durable materials and designed to match the exterior finish of the principal building on the site.
 3. The enclosure shall be accessed by a gate. The gate shall be obscuring and shall remain closed when the enclosure is not being accessed.
 4. The enclosure shall be set back no less than fifteen (15) feet from any residential property line.
 5. Trash enclosures shall not be located in a front yard or street side yard.
 6. The applicant is encouraged to incorporate the dumpster enclosure into the building and provide gates, roll-up doors, or similar means of access for trash removal personnel where possible.

Revise Item #2 to be complimentary to the exterior finishes.

Item #6 should be removed. With a front/rear loading truck, that means the dumpster would need to be pushed outside of the building which is not a practical or feasible request to ask of building owners/tenants or their staff. Consider the practicality of this item.

- C. **Mechanical Equipment.** For all uses requiring a site plan, mechanical equipment shall be located and screened as follows:
1. Ground-mounted mechanical equipment shall be located in a rear yard, a minimum of twenty (20) feet from any residential property line. Where the location of such equipment in a rear yard is impractical, such equipment may be located in an interior side yard, provided that the equipment is screened by a wall or fence that is architecturally compatible with the building, or by a dense evergreen hedge with a minimum height of one (1) foot above the height of the equipment. Such equipment may project no greater than five (5) feet into a required side yard.
 2. Roof-mounted mechanical equipment shall be screened with a parapet wall, penthouse, or other similar screening device not less than the height of the highest appurtenance. The design of the screening device shall be compatible with the architectural design of the building upon which it is located.

- *Roof top screening can become physically difficult to support and construct if it's required to be to the top of the highest point of the RTU. Parapet walls built that high need to have 'kickers' and the cost becomes expensive, same applies to roof top screens. Views taken from nearby roads or parking lots can provide evidence that roof top screening at 50% is adequate at screening.*
- Parapet walls of that height could require significant additional structural elements due to snow loads. A better option would be to define an eye level distance triangle. This would promote the use of exterior parapets to screen equipment. It also helps force the equipment to the middle of the roofs.

4-5.2 Parking, Loading, and Circulation

12. e. (pg. 5-9) Minimum Required Off-Street Parking Spaces Table 4-5.2.A.12.E

Multi-family Dwellings - Remove Requirement for guest parking of 0.5 spaces per dwelling unit

B. Drive-Through Design and Stacking (pg. 5-14)

- B. **Drive-Through Design and Stacking.** A lane, aisle, drive, or path in which vehicles are directed expressly for the purposes of receiving or dispensing persons, goods, or services without the driver leaving the vehicle (referred to as a drive-through lane) shall comply with the following requirements:
1. Drive-through lanes shall be separate from the circulation roads and lanes necessary for ingress to and egress from the property.
 2. Drive-through lanes shall not use any space that is necessary for adequate access to parking spaces.
 3. Drive-through lanes where vehicle stacking and waiting occur shall not be permitted in the front yard.
 4. Drive-through lanes and associated by-pass lanes shall be setback at least ten (10) feet from the side and rear lot lines.
 5. Drive-through lanes located adjacent to a street shall be buffered by a minimum ten (10) foot wide landscaped planting adjacent to the right-of-way as specified in [Section 4-5.3 Landscape and Natural Features, subsection A.9](#).
 6. When the direction of traffic in an adjacent lane or aisle is opposite the direction of the drive-through lane or when the adjacent aisle is used to access parking spaces, drive-through lanes shall be separated from other aisles and lanes using a landscaped island, sidewalk, or any other similar raised barrier, as approved by the approving body. In no case shall this barrier be less than five (5) feet.
 7. Drive-through lanes shall provide one (1) by-pass lane to allow unobstructed travel for vehicles to pass those waiting to be served.

Items #4 and #7 – these requirements can be difficult to implement into the site design and require more land.

F. Electric Vehicle Charging Stations (pg. 5-19)

F. **Electric Vehicle Charging Stations.**

1. **Intent.** The intent of this section is to facilitate the use of electric vehicles and to expedite the establishment of a convenient electric vehicle infrastructure that such use necessitates. Electric vehicle charging stations should be provided in convenient and safe locations and maintained in good working order to promote electric vehicles and instill confidence in the reliability of the overall network in the City.
2. Any use may provide electric vehicle charging spaces.
3. Commercial, institutional, office, and industrial uses may provide electric vehicle charging spaces as a portion of the overall number of spaces required for the site.
4. Multi-family and multiplex developments over four (4) units shall provide charging infrastructure for a minimum of fifteen percent (15%) of required spaces. For the purposes of this subsection,

Item #4: This percentage is too high, and an unrealistic requirement based on the demographics of this area.

Mandating 15% charging stations for multi-family is excessive and comes with a tremendous cost. This requires larger services and additional transformer requirements for each building. Planning site lighting for a future EV station also adds substantial costs. Forcing maintenance and penalizing non-functioning EV stations is a problem. 14 days is not enough time to get one of these items fixed.

Requirement for minimum of 15% of parking stalls to include EV charging will add significant cost to a project. This should be market driven amenities in multifamily development.

H. Bicycle Parking (pg. 5-21)

Forcing buildings to provide bicycle parking is unnecessary. Builders, Developers, and Business should be able to choose to provide it. They should not be forced into it. We have installed bicycle parking in a couple of projects, and they have been a waste of time, space, and money. Allowing for a reduction in parking spaces by providing bicycle parking makes some sense. Requiring a 6' path for bikes comes at a cost as well. Does this mean that all City sidewalks are now going to need to be 6'?

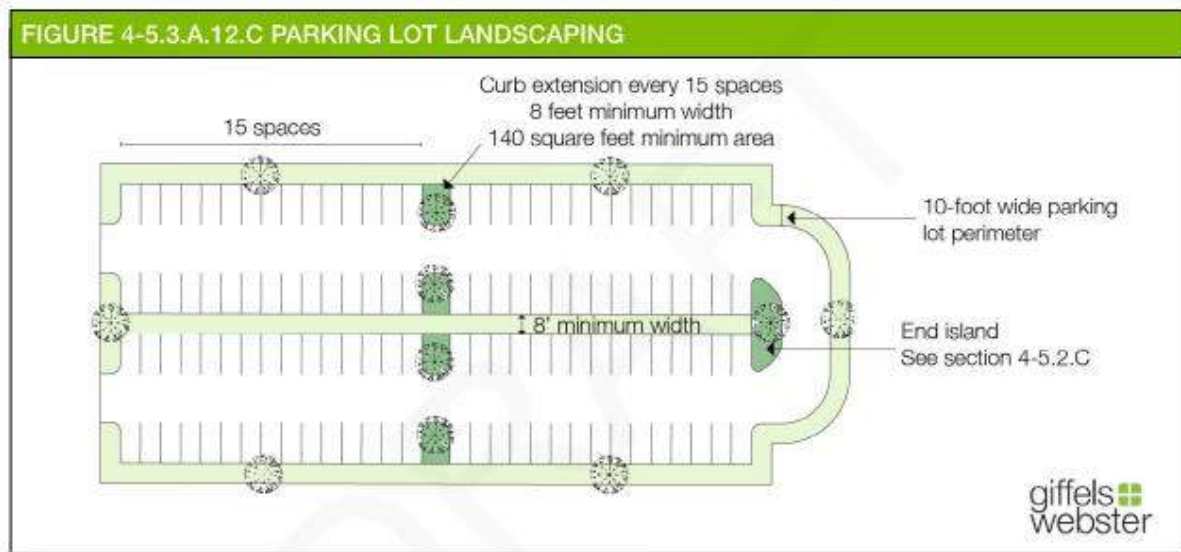
In 17/76, MX and OT districts, bicycle parking should be considered in ROW and public improvement areas adjacent to retail buildings. Especially in zero lot line building sites.

4-5.3 – Landscape and Natural Features

11. e. Greenbelt requirements by zoning district and type of greenbelt. TABLE 4-5.3.A.11.E (pg. 5-31)

Do these buffers only apply to zoning adjacent if there is a street R/W between the two properties the buffer is not required?

12. Parking lot landscaping (pg. 5-33)



Not sure how to interpret this image. 10' landscape buffer around all the parking? What happens when there are easements that prevent trees? Is the 8' wide middle island area required in head to head scenarios?

This can get difficult and doesn't make sense when two businesses are sharing drive aisles or parking lots. Revise or add an exception.

14.b. Landscape maintenance agreement (pg. 5-34)

Adding a landscape maintenance agreement that will be filed seems excessive. Are developers expected to provide this? Who is paying for these agreements? What is the punishment for non-maintained landscaping? How is this getting enforced?

16.b. Fences, Hedges, and Walls (pg. 5-36)

Are 6' fences being required for commercial projects adjacent to residential? This could add substantial costs to commercial development. Forcing brick/stone walls seems a bit excessive!

4-5.4 Lighting

C. General Provisions (pg. 5-41)

There is a conflict in light trespass foot candle maximums and the required footcandles for sidewalks.

4-5.5 Building Appearance Requirements (pg. 5-44)

- There are several issues with this. I don't think it is appropriate for a city to dictate the aesthetic of buildings. This whole section should be removed.

- a. Stucco and exterior finish insulation systems (E.I.F.S.) are prohibited on the first floor and allowed only as accent materials on upper floors (2nd floor and above) in the 1776, OT, and MX districts.

Extents of EIFS should be modified. The first floor heights of buildings in these districts are so tall that EIFS should be allowed on the upper portions of the wall, maybe at 5'-6' above finished floor.

What is T-111 paneling?

4-5.6 Signs (pg. 5-46)

5. Measurement of Sign Area (pg. 5-49)

Remove sign size requirement for projecting and hanging signs at 3sf, also allow one hanging sign per tenant (maybe every 25ft) not entire building.

D. Specific Regulations for Temporary Freestanding and Wall Signs (pg. 5-63)

Temporary Building Signs - It is critical for initial lease up to be able to get a large temporary sign on a building. The maximum allowed by the code is not large enough to effectively drive traffic.

4-5.7 Performance Standards

D. Noise (pg. 5-67)

TABLE 4-5.7.D.3 MAXIMUM NOISE LEVELS BY TIME OF DAY AND RECEIVER			
Time Period	Use Receiving the Sound		
	Residential	Commercial/Mixed Use/Industrial	Industrial
a. Daytime (7:00 a.m. - 8:00 p.m.)	65 dBA	65 dBA	75 dBA
b. Nighttime (8:00 p.m. - 7:00 a.m.)	50 dBA	65 dBA	65 dBA

Does this include an outdoor concert? I don't see an exception. Daytime hours should be extended to 10 pm.

4-5.8 Building Type Standards

D. Allowed Building Types (pg. 5-70)

Townhomes should be allowed to have a 4th floor.

Chapter 6: Subdivision Regulations

4-6.14 Introduction, Intent, and Development Agreement (pg. 6-16)

Appears to be placing all the responsibility on the developer for a very vague statement.

“Accept responsibility for the layout and construction of all private or public roads, alleys, and streets within the subdivision, according to City specifications.”- Is the intent here to abolish specials?

This will push most development and developers out of the city of Horace. I know the City of Bismarck tried to have the developers pay and construct new subdivisions independently 20 years ago. It didn't last long. They now require the developer to pay for the water and sanitary sewer. The pavement, C&G, storm, and streetlights are accessed. The city should consider allowing subdivisions to be allowed to be accessed or at the very minimum take the same approach as Bismarck.

4-6.15 Lots (pg. 6-16)

- A. “An aesthetically pleasing building site and a proper architectural setting for the buildings contemplated for the subdivision.”

What is the definition of aesthetically pleasing and who determines? Seems like a slippery slope.

4-6.21 Landscaping Standards

D. Exemptions (pg. 6-32)

D. Exemptions.

1. Single-family homes, duplexes/two-family dwellings, mobile homes, manufactured homes, and industrial properties are not required to meet proposed plant units for each lot, though they are encouraged to participate. However, single-family homes, duplexes/two-family dwellings, and manufactured home properties shall have a minimum of one (1) three-gallon shrub for every three (3) lineal feet along the foundation for every street facing facade.

The first part seems like homes mentioned are exempt, but then the second part seems like they are not exempt.

6. Wooded Areas (pg. 6-35)

6. Wooded Areas.

- a. Wooded areas with mature trees are to be preserved, at the subdivider's option, these trees may be included to meet all or part of the canopy requirements, provided the site plan identifies such trees and the trees meet the standards of size, health, placement, etc. set out in this section. The Community Development Department shall evaluate use of existing trees to ensure they have adequate health and strength to allow such use.
- b. Existing trees in wooded areas designated to be included as part of these requirements should be protected during construction by fencing as specified in Section 4-6.21, subsection F.5.

Can cash in lieu or new trees be planted to replace displaced trees?

8. Maintenance (pg. 6-36)

- b. The property owner and tenant shall be jointly and severally responsible for maintenance of all required landscape, irrigation, and hardscape improvements as originally approved. This maintenance requirement shall carry with the land and shall be the responsibility of any subsequent owners and tenants of the property. It is the responsibility of the owner to notify any subsequent owners of the property of this responsibility.
- c. Landscape areas and site improvements shall be maintained in good condition for a healthy, neat, and orderly appearance and shall be kept free from weeds and debris. Plant materials shall be maintained in a healthy and vigorous condition through proper irrigation, fertilization, pruning, weeding, mowing, and other standard horticultural practices so as to grow to their normal shape, color, and height, and to fulfill the required functions of screening, shading, buffering, and aesthetic appeal set forth by the City. Dead plants shall be replaced. Damaged plants including lawn grass shall be replaced or restored. Mulch shall be at the proper coverage and depth.

Is this section referring to before the property is built on, after, or both? Does it apply to unsold lots?

Look at subsections b and c.

Chapter 7: Development Review

4-7.3 Design Review

C. Submission of Plans (pg. 7-6)

- C. **Submission of Plans.** Plans for construction and renovation of structures within C districts, I-1 and I-2 districts, and MX districts shall be submitted to the Planning Commission for review. The owner of the property to be constructed upon or renovated shall submit two (2) full-sized and to-scale plans plus two (2) reduced copies of the necessary drawings to the Planning Commission, as well as a digital file of the plans. The Planning Commission shall have forty-five (45) days to review the completed submission, hold a meeting, and approve, conditionally approve, or deny the proposed plans. Upon a motion of the Planning Commission, the review period may be extended for an additional thirty (30) days or to a time mutually agreed upon by the Planning Commission and the applicant.

What is the purpose of this if the project complies with the Land Use Code?

4-7.7 Certificates of Zoning Compliance (pg. 7-12)

- A. A certificate of zoning compliance shall be required for any non-residential use in Horace established on or after the adoption of this code. Application for the certificate shall be made on an application provided by the City, and shall include a fee, as established by a resolution of the City Council. Certificates of zoning compliance are required in the following circumstances:
 - 1. Establishment of any new non-residential use, excluding home occupations as defined in this code.
 - 2. A change of use or re-occupancy in any existing non-residential building or on any existing non-residential, non-agricultural parcel.
 - 3. The conversion of a residential structure or parcel to a non-residential use.
 - 4. The conversion of an agricultural structure or parcel to a non-residential use.

Additional fees and review time when this should be part of the review for the building permit, redundant process and fees.

Chapter 8: Administration, Enforcement, and Appeals

4-8.4 Nonconforming Uses, Lots, and Buildings

B. Nonconforming Lots (pg. 8-4)

Potential issue for developers/builders: Any existing lots that conform currently would be out of compliance with the new standards. It would require a variance granted by the City Council in order to minimize setback requirements. It will impact many of the lots already developed.

4-8.11 (pg. 8-14) Performance Guarantees & 4-8.14.E.3 Cash, letters of credit, and bonds

These sections refer to "Performance Guarantees." Generally, there is no requirement to deposit funds of any kind with the city in order to obtain a permit and begin construction.

4-8.14 Certificates of Occupancy

E. Temporary Certificates of Occupancy (pg. 8-19)

- E. **Temporary Certificates of Occupancy.** A temporary certificate of occupancy may be issued if the property owner is entitled to a temporary certificate of occupancy under the Building Code, provided there is compliance with the additional requirements of this section. Any temporary certificate of occupancy issued shall specify a reasonable time for site improvements. Failure to comply with the time limit set forth shall be considered a violation of the time limit placed on the temporary certificate of occupancy for purposes of enforcing this code and requiring completion of site improvements.
1. **Duration of temporary certificate of occupancy.** A temporary certificate of occupancy shall not be effective for more than six (6) months. Thereafter, occupancy may only be authorized under a final certificate of occupancy.
 2. **Unfinished site improvements.** All unfinished site improvements which are included on an approved site plan or which are otherwise required by this code shall be constructed, installed, or placed on the property and shall be approved by the Community Development Department within six (6) months of obtaining a temporary certificate of occupancy. Failure to finish and obtain approval of such improvements shall constitute a violation of this code.
 3. **Cash, letters of credit, and bonds.** Whenever an applicant seeks occupancy of premises prior to the completion of all improvements and construction in accordance with an approved site plan and the requirements of the City's ordinances, or when the applicant occupies the premises at the time of application for a building permit and continued occupancy is contemplated during the time of construction, the applicant shall deposit cash, a certified check, an irrevocable bank letter of credit, or a corporate surety bond forfeitable to the City in an amount equal to the estimated cost of the remaining improvements pursuant to such site plan and the requirements of this code and other city ordinances and requirements. The estimate of such cost shall be solely in the discretion of the Community Development Department. The financial guarantee shall be administered in accordance with Section 4-8.11 Performance Guarantees.

#2- revise to be nine months or may be extended further with prior approval by the Community Development Department. If a project is finished in the fall, weather conditions may not allow for site improvements to be completed within six months.

#3-Remove. A fine may be sent or their certificate of occupancy may be revoked.

F. Final Certificate of Occupancy (pg. 8-20)

- F. **Final Certificate of Occupancy.** A final certificate of occupancy shall not be issued until all on-site improvements required by an approved site plan and by this code are constructed, installed, or placed on the property in accordance with the approved site plan and this code and approval for such has been obtained from the Community Development Department. **In no case shall a final certificate of occupancy be approved until final as-built drawings are submitted to and approved by the Community Development Department.**
1. **Records of certificates.** A record of all certificates issued shall be kept on file in the office of the Community Development Department.
 2. **Certificates for residential accessory buildings.** Buildings or structures accessory to dwellings shall not require a separate certificate of occupancy but may be included in the certificate of occupancy for the dwelling when shown on the plot plan, and when completed at the same time as such dwellings.
 3. **Applications for certificates.** Application for certificates of occupancy shall be made in writing to the Community Development Department on forms furnished by the City, and such certificates shall be issued within ten (10) days after receipt of such application if it is found that the building, structure, or part thereof, of the land use is in accordance with this code. If such certificate is refused for cause, the applicant shall be notified of such refusal and cause thereof, within the ten-day period.

Not a practical nor realistic expectation and tenants/owners will be waiting additional weeks/months to be able to occupy their buildings. And another application with fees associated with it and more review time?

Jace Hellman

From: Dan Combs <dan.combs@indigosigns.com>
Sent: Friday, May 5, 2023 3:03 PM
To: Jace Hellman
Cc: Jill Gustofson; Eric Klebe; Drew Weltin
Subject: Land Use Ordinance - Notes on the signage section of the proposed.
Attachments: Proposed Sign Ordinance - Horace, ND.pdf

Good morning!

My name is Dan Combs, I am the Director of Sale for Indigo Signs. I want to thank you for allowing us to research and advise on the Land Use Ordinance and hope that our notes and suggestions below help the City of Horace dial in a business friendly and community conscious ordinance specific to signage regulations and requirements.

Our primary focus relates to section 4-5.6 or pages 5-46 thru 5-65. I have summarized out thoughts specific to different sections and sub-sections of the proposal in hopes your team will take them into consideration prior to the issuance of the ordinance. Thank you for taking the time to understand the custom sign industries position on these matters.

Our team at Indigo Signs would be more than happy to meet with your team and discuss these items further. Please let us know how we can help.

Page 5-48 – 3.) – Prohibited Signs – Subsection a.)

- Signs fluttering or moving with the wind. Please considering a tolerance for sidewalk / flag style of signs. There are numerous point-of-sale signs that are “banner / flag” signage pieces that are often used for sales / programs / events that may not be allowed per this code.

Page 5-50 – Measurements of free-standing signs

- Our team strongly recommends placing a standard measurement system in place for all “monument signs”. This section is confusing for the following reasons:
 - a.) Black background being and indicator for calculations. Why?
 - b.) Internally illuminated signage w/ non-black backgrounds calculations vs illuminated signage w/ black backgrounds - varying calculations relating to square footage allowances. Why?
 - c.) A completely different calculation methodology for a non-illuminated sign. Why?

Page 5-52 – Free-Standing Sign Zone

- Please better define “marginal access drive” – There is clarity needed regarding this. Is this a frontage road / easement?

Page 5-54 – Signage sizes by zone

- Maximum sign height – By the review / analysis of this chart, it appears that the City of Horace is attempting to limit the signage “type” in Horace to reflect monument signage and not pylon signage. The comment at the bottom of this column (* For any freestanding sign along a road with a posted speed of 45 mph or higher, the maximum size shall be increased to 120 square feet and the maximum height shall be 10 feet). The overall

allowable height of this signage type / family is low. A 120 square foot sign at a maximum height of 10' essentially does not allow for any "pylon" style of signage. Specific question: Are pylons not allowed?

Indigo Signs has offices in many regions throughout MN and ND. Specific to the push of monument signs. I would like to offer the following relating to the Grand Forks market. This information was shared with representatives from our Grand Forks office as well as various clients and business owners from that region:

"Ground monuments are required in all PUD areas of which covers the south and west developing areas of the city. All freestanding signs are limited to 8' in overall height. This has been code since the mid 90s, although there is a current push from the business community to revise this code. The 8' height restriction is extremely limiting on our community. Most businesses in these areas have complaints due to lack of visibility and customers complain that it is hard to find stores/companies they are trying to visit. During a heavy snow winter most of the monument sign are half buried in snow or hidden behind a snow-pile completely. Most businesses spend additional dollars each winter to keep their signs clear. The height restriction also leads to an extreme lack of creativity. By the time a 2' base is put on there is minimal sign space left to work with – most monuments end up being standard rectangles that all look the same. I would strongly advise against a stringent height restriction like this. This code in Grand Forks has hurt our business community and even kept certain national franchises from developing here."

Page 5-55 – Electronics Display Areas

iii – Electronic message centers shall not emit more than 100 nits during the "night hours". The industry standard is approximately 300 nits in evening hours. The nit output of this sign family is primarily controlled by a photo-sensor of unit controlling brightness. Requiring the settings to be 100 nits or less could essentially make these signs unreadable during those required hours of operation.

Thank you,

Dan Combs

Director of Sales

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Jace Hellman

From: Jennifer Sinner <jenn.frueh@gmail.com>
Sent: Thursday, April 13, 2023 9:14 PM
To: Jace Hellman
Subject: Community Development Feedback

To whom it may concern,

I am writing in regards to the Horace Community Development Proposed Ordinance draft that has been released for public input. We live in the Sunnyside/Woodland Circle neighborhood and have been curious what would come of the land that lays at the entrance to our neighborhood. The proposed draft indicates that it is 17/76. After looking through the options of what could potentially be built there, we would request that you carefully consider what is done with that land. I'd encourage you to drive through this beautiful, well-established neighborhood and experience the community and beauty as you drive through. This neighborhood has approximately 1 acre lots that are highly desirable in today's market. Placing commercial buildings, multi-family housing, and urban developments negatively impacts the feel of any neighborhood, especially a neighborhood like this one that already has established housing, trees, lots, etc. At one time, Horace was a desirable destination because of the small town size (feel), large trees and lots, and their quiet neighborhoods.

We ask that you please consider using this space for updating recreational spaces (baseball field, soccer, parks, etc). We want our neighborhood/community to continue to be desirable, safe and quiet, and feel like the original, small town community that Horace once was. Placing commercial buildings, multifamily housing, etc at the entrance of this neighborhood will be a great disappointment for this neighborhood and significantly change the functionality of our neighborhood from the second you turn into our neighborhood. We greatly appreciate your consideration in allowing the already established Horace neighborhoods to remain established and un-touched by the new construction/urban trends that are taking over the city of Horace.

Thank you for your consideration -

Jennifer Sinner
7169 Woodland Circle, Horace

Jace Hellman

From: John Koerselman <john.koerselman@outlook.com>
Sent: Wednesday, May 3, 2023 4:06 PM
To: Jace Hellman
Subject: 1776

Jace,

My name is John Koerselman. I live at 7002 Sunnyside St. I'm am contacting you in regards to the new zoning called 1776. In reading through it, there are a lot of different options to do commercial or residential. Too many in my opinion and that makes me a vote against that particular zoning. As a former councilman, one of the biggest things and tools that can be used is personal connection to homeowners or landowners when land that affects them is in play. A good example is when Mayor Peterson and another council member went to Apple Orchard and had a group conversation in their neighborhood. The city needs to know what exactly is planned for a particular piece of land. What is a developer going to build specifically. I am not against growth. Just needs to be done in a positive way that benefits everyone.

Thank you!

John

Sent from my iPhone

Jace Hellman

From: MIKE GEIR <c5torch@hotmail.com>
Sent: Thursday, May 4, 2023 8:33 PM
To: Jace Hellman
Subject: 17/76

Jace, I was just made aware of the proposed development plan 17/76. I live on sunnyside street and moved here for the low density housing with larger lots and more reasonable taxes. I am not in favor of the high density or commercial development south of 68th and west of 17. I feel it should stay residential and a lower density not 50 or 75 foot lots. I would prefer not to have mixed use buildings like the lights along 17 on the east side of 17 either because of the noise and likely extra traffic. The light is a nice complex but I do not want to live near it. Another thing I am not in favor of the proposed use of roundabouts from 52nd ave and south on 17. Roundabouts have a place but not all intersections on the main road when they are being built in a hole that collects snow and ice like 76th. I and several neighbors have trailers that we move and the roundabouts are not the way to go. The compact roundabouts on veterans blvd N of 52 I avoid. If that is on the main road to my home it will be time to move. I can be reached at 701-261-2282 if you have any questions. Mike Geir 7003 sunnyside st.

Jace Hellman

From: Rachael Danielson <rdanielson@namsa.com>
Sent: Friday, April 14, 2023 8:20 AM
To: Jace Hellman
Subject: RE: Brink Dr. and Land behind our property being changed to commirchal

Hi Jace,

Thank you again for your response. I would imagine having such large lots established as horse properties directly behind the newly zoned 17/76 will not remain as is forever but like you I am not entirely sure about our CC&Rs. On one hand the re-zoning could make our property more valuable if we are able to sell it for similar use as the zoned 17/76 one day. On the other hand, if we are not able to sell it because it needs to remain a 3+-acre property and we end up with a 4-story apartment building blocking the sun and having a bunch of people looking into our windows and backyard are property value now plummets. I am sure you can understand why many of us along this planned re-zoning have concerns.

Thank you,

Rachael Danielson, BS | Clinical Study Manager | **NAMSA**
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rdanielson@namsa.com | www.namsa.com | [How can NAMSA save you time and money?](#)

From: Jace Hellman <jhellman@cityofhorace.com>
Sent: Thursday, April 13, 2023 5:10 PM
To: Rachael Danielson <rdanielson@namsa.com>
Subject: RE: Brink Dr. and Land behind our property being changed to commirchal

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

Hello Rachael,

I am not sure how the CC&Rs within the Brink Dr area are enforced, but the City is not involved with the enforcement of those CC&Rs, those are private entities, whether it be the developer, the Homeowners association or a property management firm that typically will enforce those CC&Rs. We are only able to enforce and permit what our ordinances allow. The act of rezoning wouldn't change the size of the property however, they would need to go through further subdivision processes to shrink the size of the property and create smaller lots, which is the same process in terms of public hearings as I had mentioned in my previous email. Rezoning to my knowledge, at least I have never seen it before, would not dissolve your covenants either. I am not entirely sure to be honest how those could be dissolved, a lot of it depends on how they were developed in the first place. My assumption is there would be a clause within those CC&Rs that describes how they could be voided, but that would be involve those who are included under those CC&Rs to resolve, not the City. I have also seen where re-subdividing the property and the developer establishing new CC&Rs has been enough to void the existing ones for a current property, but again I am not sure how the Brink area ones are structured.

Best,



Jace Hellman | Community Development Director
Horace, ND | JHellman@CityofHorace.com
City Hall (701) 492-2972 | Cell (701) 552-1608
215 Park Drive E, PO Box 99, Horace, ND 58047

From: Rachael Danielson <rdanielson@namsa.com>
Sent: Thursday, April 13, 2023 8:18 AM
To: Jace Hellman <jhellman@cityofhorace.com>
Subject: RE: Brink Dr. and Land behind our property being changed to commirchal

Thank you for your response.

Brian Smiths property is included with many of us along Brink Dr. in a [legal covenant](#). Can the city break that legal covenant in which all our properties are titled? The main rule of that covenant is that every homeowner must have a minimum of 3 acres. The reason why Brian had his property updated to an estate was to allow his Daughter to build on the property to get around the 3-acre rule, however, legally his property is still included in that covenant. From my understanding all homeowners in the current covenant must approved land changes made but wondering how that works with the city of Horace re-zoning and if it would then resolve our legal covenant completely.

Thank you,

Rachael Danielson, BS | Clinical Study Manager | **NAMSA**
8 Spring House Innovation Park, Suite 100, Lower Gwynedd, PA 19002
Office: +1 267.551.4925
rdanielson@namsa.com | www.namsa.com | [How can NAMSA save you time and money?](#)

From: Jace Hellman <jhellman@cityofhorace.com>
Sent: Wednesday, April 12, 2023 3:07 PM
To: Rachael Danielson <rdanielson@namsa.com>
Subject: RE: Brink Dr. and Land behind our property being changed to commirchal

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

Hello Rachael,

Thank you for reaching out. If I am looking at the correct property, it is currently zoned R-E (Residential Estates) under our current zoning district structure. Are you by chance referring to the zoning map within the proposed land use ordinance? That does include a restructuring of the zoning within City limits and the extraterritorial jurisdiction. That property within that proposed land use ordinance is currently proposed as a new zoning district called 17/76, which does allow a wide variety of uses including residential and commercial type uses. With that being said, the proposed ordinance also places a heavy emphasis on transitional uses and buffers between uses. This proposed district is a reflection of the City's comprehensive plan which was approved in 2019. The future land use map within the Comprehensive plan identifies the parcel adjacent to you as a community focus area, which could experience some uses as you have listed. As the Ordinance has not been adopted by the City at this time, the property adjacent to you remains with a zoning district classification of R-E.

In regard to your follow up question, a property owner does have the right to seek a rezone, and unfortunately there is nothing in ND century code that requires them to consult with their neighbors before submitting an application. With

that being said, once an application for rezoning is received, they are required to go through two public hearings, the first with the Planning Commission, who serves as the recommending body, the second with the City Council who serves as the final decision maker. Per ND Century Code and our City Ordinance (both current and proposed), in addition to a required legal posting in the Forum, we are required to notify neighboring properties within 300 ft, that a public hearing is occurring on the application. Both hearings allow for public testimony to be received. Now, whether a rezone is approved or not, that depends a lot on what the future land use map within the comp plan has designated a specific area as. Property can also be rezoned through adoption processes like an ordinance amendment as well, however the date for the adoption process have not been set at this time.

I hope I answered your question, if not, or if you have additional questions, please do not hesitate to ask. I am more than happy to provide whatever information I can.

Best,



Jace Hellman | Community Development Director
Horace, ND | JHellman@CityofHorace.com
City Hall (701) 492-2972 | Cell (701) 552-1608
215 Park Drive E, PO Box 99, Horace, ND 58047

From: Rachael Danielson <rdanielson@namsa.com>
Sent: Wednesday, April 12, 2023 12:30 PM
To: Jace Hellman <jhellman@cityofhorace.com>
Subject: RE: Brink Dr. and Land behind our property being changed to commirchal

[One more question. Can we also decide to re-zone our land without any regards to our neighbors?](#)

From: Rachael Danielson <rdanielson@namsa.com>
Sent: Wednesday, April 12, 2023 11:38 AM
To: jhellman@cityofhorace.com
Subject: Brink Dr. and Land behind our property being changed to commirchal

Hello,

Can you please provide me with some information on how the land directly behind us on Brink Dr. owned by Brian Smith was changed from residential to commercial? This comes to us as a big surprise, and we would like to confirm that this land can become anything from apartment buildings to restaurants correct and be just 25 feet from our property line?

We are at 7610 Adelman Dr. right off Brink drive and our back yard of 3+ acers will be affected by this.

Rachael Danielson, BS | Clinical Study Manager | **NAMSA**
8 Spring House Innovation Park, Suite 100, Lower Gwynedd, PA 19002
Office: +1 267.551.4925
rdanielson@namsa.com | www.namsa.com | [How can NAMSA save you time and money?](#)

Jace Hellman

From: Sandra Vigen <mamaducksleaningservice@gmail.com>
Sent: Thursday, May 4, 2023 11:59 AM
To: Jace Hellman
Subject: Zoning 1776 Westwood Addition

Good morning Jace,

As a proud Horace resident & business owner I'm writing this to express my thoughts and concerns over the zoning for the land along Sheyenne & 68th and 76th. We have lived at 6805 Sunnyside St, for over 16 years and we always think how lucky & fortunate we are to live here in the town. Obviously over the 16 years we've seen a lot of changes and growth. Growth and change are inevitable, there is good and bad. Looking over the the zoning for land use it does concern me about how the land along Sheyenne and my neighborhood is zoned 1776. Please change it to CIV or SR-2.



- | | |
|--|--|
|  SR-1 Suburban Residential 1 < 5 Acres |  OT Old Town |
|  SR-2 Suburban Residential 2 < 1 Acres |  MX Mixed Use |
|  SR-3 Suburban Residential 3 < .5 Acres |  C Commercial |
|  CR Compact Residential |  I-1 General Industrial |
|  UR Urban Residential |  CIV Civic |
|  MH Mobile and Manufactured Home |  FP Floodplain |
|  1776 | |



Reading over 1776 and it's intent, myself along with many of our neighbors think this isn't a fit for our longtime 50 years + neighborhood. We are longtime owners, not renters and this isn't going to add the peace, tranquility and quality we want for our neighborhood's future. We all moved out here to our .75+ acre homes to get away from the hustle, bustle of Fargo and West Fargo. We love our neighbors and knowing each other when we were out for walks or working in the yard. This won't be the case if this zoning goes through. Our neighborhood isn't designed for the traffic

this will bring. I don't want my yard to have trash blowing around like you see in so many "Fargo / West Fargo" neighborhoods where homes bump right up to strip malls, apartments or row housing. We don't want to live next to strip malls, storage units, apartments, townhomes or duplexes. I'm proud that when we moved here and check to see if there are sex offenders in our neighborhood it came up with zero. An apartment and rentals will bring that. I want kids to be able to run, and play outside safely by knowing their neighbors like we do. We've seen these strip malls, and housing styles pop up all over WF and Fargo & look at the crime that is bringing. That's not what we want. Change is happening I know.... I can look across the highway from us and see these small row houses, and rentals. That doesn't add value to our homes & our lives. It only adds more noise, and traffic. Our taxes have only gone up.... substantially to pay for more infrastructure. So the solution I have.....

Parks & more recreational green space. We've been lucky to have the Lion's park in our neighborhood but each year there are more baseball games which is great to see. It means families still have children participating in sports. I love seeing kids playing at the park and families practicing t-ball or baseball on the weekends. Families and us north end residents need more places. We want a basketball, hockey rink, tennis court, pickleball, soccer field, baseball, walk our dogs, sledding hill, frisbee golf, gazebos to picnic....like the River's bend. We're the ones that have been here and with the growth I feel we're getting overlooked. We live in a world where there is so much computer digital time and we want as parents to encourage our kids to get out and unplug. The playground is too small, and 1 baseball field is just not enough and limited. What about kids with disabilities? And interest in other sports. Especially when you see all the houses to the East of our development there are going to be so many families and first time home owners.

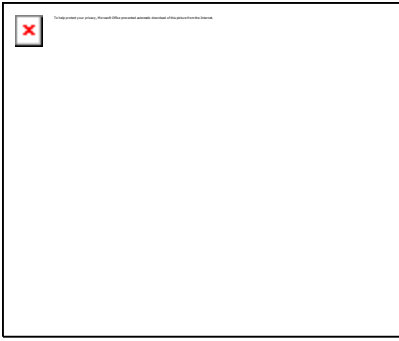
I would love to see an area too for more cars to park for the baseball games (which would be much safer). Right now the lot in Lions park fills up quickly, and families park along the street. This is very dangerous with kids not always paying attention & could easily get hit with so much distracted driving happening. I also think by having walking paths that families can walk together, The paths can be used for walking, biking, rollerblading, and so much more safely. Let's people walk their dog and little kids being able to ride their bikes safely off the roads. Without sidewalks out here kids and families are forced to walk on the road & need to constantly be watching for cars. I know how dangerous this can be as a mom of a boy who was struck by a car 12 years ago right in front of our house middle of the day. That was before there was so much distracted driving.

Horace has done a wonderful job planning & creating the park in the new neighborhoods with basketball court, tennis, baseball and a shelter for picnics. By having this on the North end of town it welcomes drivers from other cities to see what family friendly, community focused community we are right away. It's a space where Horace could host an event for Bean days. It would be so easy to find, convenient and large. I love driving into my neighborhood and see the smiles, & joy of families at a game or practice. There is nothing better than hearing the laughter, and clapping when I'm out gardening. I don't want to see the neon lights of a gas station or the back of a strip mall. We have enough strip malls that aren't rented or being used in this digital world. We have to get back to encouraging people to be engaged, to getting to know their neighbors again, to be outside and to be proud they live in Horace for the feeling of the community. Young families want to live in our town, our neighborhood, the affordable first time homes across the road and this would encourage them to purchase their first home here in Horace.

If it is to become homes, SR-2 fits the lot size and appearance of our neighborhood. We want to keep the look and feel of our neighborhood. We don't want cookie cutter, row housing. If we did, we'd move to Fargo or West Fargo. Lets not make Horace look or feel like them. We don't need to. Horace is known for it's small town charm and those neighborhoods don't have it.

I would love to be involved in anyway that I can be to see this happen. Please let me know how I can help create this special space that would be used by so many residents to create memories & happiness.

Sandra Vigen - CEO & Founder
Mama Ducks Cleaning Service, LLC
701-371-7889



www.mamaduckscleaningservice.com

<https://g.page/r/CUtny0bZSrSuEBM/review>

May 4, 2023

Jace Hellman
City of Horace Community Development
PO Box 99
Horace, ND 58047

RE: 17/76 Zoning

Jace, I am a resident at 6926 Sunnyside Street in Horace, and I am writing this letter to express my opposition to the permitted uses that are being considered for the land 17/76. We moved into Woodland Acres in 1998 and raised our children in this neighborhood. We love the community and value the close knit neighbors and lifestyle we have all shared.

In reviewing the draft of the proposed ordinance posed on the city's website, I feel strongly that the 17/76 segment is not a favorable zoning district for multifamily dwelling, town homes, bar/tavern, retail, medical, restaurants, professional offices, artisan manufacturing, and many more that were stated in this draft. These permitted zoning concepts bring renters and can drive the price of residential property down and deepen the pocket of a developer. The residents do not want such possible businesses to bring more traffic, to reduce our privacy, to infringe on our personal property and safety and have no say in what goes up. These are NOT ideal for the established neighborhood in a rural community.

17/76 directly impacts the Woodland Acres also known as Holmen's Fourth Addition. The community of Woodland Addition goes back 50 years and is home to many of its original homeowners. The residents moved out here for the space of their land, for quiet, and to live away from city dynamics. Such permitted allowances would allow us to lose our privacy, increase foot traffic, increase vehicle traffic, and change the aesthetics of the neighborhood. There is a serious cost associated with this land as this land has a low profile from County Road 17. When we built our home in 1998 we spend \$10,000 on dirt to build up around our foundation. I believe that anything built on 17/76 land will have to build up, changing the dynamics of natural water runoff and may have to impose a possible addition of retention pond(s) to manage run off. I would anticipate that with new structures being built in 17/76 and building up, brings a potential to flood the existing and established homes around it. I also want to call out that there is NO buffer between the residents in Woodland and 17/76 to separate the proposed district regulations. The existing trees in the shelter have exhausted their life and are dying off and or drowning out due to the natural run off that follows the shelter. The cost to create a buffer would be costly and again significantly impacts the neighbors along 17/76 – would they have a say as to what kind of buffer is built or planted in their back yards?

Reviewing this draft brought a pit to my stomach to think of how the permitted allowances would change the nature of our community that has been established in a rural setting for 50 years.

The zero foot set back on the interior side, the 25 foot rear set back and the along with the 75% coverage of building are a few allowances that are detrimental to the existing residents. If they wanted those features and amenities that come from such approved businesses, they would have moved to be near them already. Yet they are still living in rural areas.

If you were to look at the geographical footprint of Horace and the developments along County Road 17, from Horace Elementary School, I to the 52nd Avenue roundabout, the entire west side of County Road 17 is residential. Please keep 17/76 zoned as it currently is – AGRICULTURE. With all due respect, would you want any of these approved zones to be in your backyard?

Jace, I am aware of how fast Horace is growing and changing. But in respect to the current established existence of 17/76, the greater community does not want multifamily dwellings, town homes, bar/tavern, retail, medical, restaurants, professional offices, artisan manufacturing, etc.

Please consider keeping 17/76 zoned Ag and may realign 17/76 for future development to zone the space for a place of worship, green space for soccer field, baseball, lacrosse, roller hockey, etc. for the residents of Horace to enjoy.

I appreciate your time to review my concerns and my request.

Kind Regards,

Autumn

Autumn and Steve Hareland



Click [here](#) to view a copy of the Land Use Ordinance draft.



Memo

To: Horace City Council
From: City Staff
cc: Brenton Holper
Date: February 5th, 2024
Re: Horace Water Tower Painting

City staff has obtained a quote from Maguire Iron, Inc. for the repainting of the City's water tower (interior and exterior), disinfecting, cleaning the interior, installing a safety climb system, and installing a frost proof vent. These improvements help with maintenance of the water tower and providing a better image of the community. In addition, painting and cleaning of the interior may help with the efforts of improving water quality for the city due to potential built up iron in the water tower.

The proposed work from Maguire Iron, Inc. is for \$151,700.00 plus applicable sales, excise, and/or use tax. Our understanding is this would also include block style "Horace" on the water tower. If the City would like to have the City logo painted on the water tower, it would be between \$7,000 and \$10,000 additional for each logo painted with a reduction of \$2,000 due to not using the block style.

If the City Council would like to proceed with the proposed improvements, along with painting the City Logo twice on the water tower, we believe this can be done for under \$200,000 and paid for with the sales tax fund.



CONTRACT FOR SERVICES

This contract made and entered into this 05 day of January, 2024, by and between HORACE, ND - CITY OF hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Sphere - 75MG

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 3.0 mils DFT).

Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (8.0 - 14.0 mils DFT).

Interior Wet Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



Interior Dry Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 6 "Commercial Blast". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of zinc to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) finish coat of epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

Safety Climb

- Contractor will provide and install new interior galvanized safety climb system meeting current ANSI and OSHA standards.

Frost Proof Vent

- Contractor will remove existing vent and furnish and install a new state compliant 16 inch fail safe steel vent with 24 inch fan-flange.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$ 151,700.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.



MAGUIRE

1610 North Minnesota Ave
Sioux Falls, SD 57104
Phone: (605) 334-9749
Fax: (605) 334-9752
info@maguirewater.com

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: HORACE, ND - CITY OF

MAGUIRE IRON, INC.

By: _____
(Name) (Title)

By: _____
(Name) (Title)

By: Kyle Fischer 01/05/2024
(Authorized Agent) (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.



Horace
HORIZONS EXPAND HERE

EVENT CENTER

SA-2



**IMPROVEMENT DISTRICT AGREEMENT
SOUTHDALE FARMS SIXTH ADDITION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 (the “Effective Date”), by and between HS Investments, LLC, a North Dakota limited liability company, whose principal address is 5302 51st Avenue South, Fargo, North Dakota 58104-5008 (the “Developer”); and the City of Horace, a North Dakota political subdivision, whose principal address is 215 Park Drive East, Horace, North Dakota 58047 (the “City”).

RECITALS

WHEREAS, the Developer platted property known as Southdale Farms Sixth Addition, to the City of Horace, Cass County, North Dakota (the “Development”); and

WHEREAS, the Developer filed a PETITION FOR IMPROVEMENTS, dated March 8, 2023, attached as **Exhibit A**, requesting that the City create an improvement district to construct public improvements that will serve the residential lots in the Development, including the extension of sanitary sewer, storm sewer, and water mains; installation of water and sewer services; installation of manholes, fire hydrants, and gate valves; installation of paved streets, sidewalks, curb, gutter, street lighting, water detention, and related appurtenances (the “Improvements”) in accordance with City of Horace specifications and in accordance with the final plat of Southdale Farms Sixth Addition; and

WHEREAS, the City created WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2023-1 (the “Improvement District”) on March 20, 2023, and will contract for the Improvements to be constructed upon the property within said Improvement District, the cost of which will be assessed against the benefitted properties therein; and

WHEREAS, the City desires to place itself in a more secure position relating to the collection of special assessments against said property; and

WHEREAS, the Developer desires to induce the City to proceed with construction of the Improvements in the Improvement District.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to outline the parties’ rights and responsibilities related to the Development and the installation of the Improvements in the Development.
2. **Property.** The property covered by this Agreement is the Development, which is legally described as follows:

Southdale Farms Sixth Addition to the City of Horace, Cass County, North Dakota.

3. **City's Obligations.** The City created WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2023-1 and has or will contract for the Improvements to be constructed upon the Development and assess the cost of the project against the benefitted property within the Improvement District. A boundary map of the Improvement District is attached as **Exhibit B.** A contract will not be entered into by the City until this Agreement has been executed and the Letter of Credit discussed below is filed with the City Auditor.
4. **Engineer's Opinion of Costs.** The ENGINEER'S OPINION OF PROBABLE PROJECT COST for the Improvements is **Three Million Three Hundred Forty-One Thousand Dollars (\$3,341,000)**, and is attached as **Exhibit C.**
5. **Letter of Credit.** The Developer must file an irrevocable Letter of Credit effective for at least one (1) year with the City, in a form satisfactory to the City Attorney, in a total amount equal to sixty-five percent (65%) of the ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST for the Improvements which excludes soft costs such as engineering, legal, administration, and bond costs. The City Engineer's estimate of total cost to construct the Improvements, excluding soft costs such as engineering, legal, administration, and bond costs, is **Two Million Seven Hundred Eighty-Four Thousand Dollars (\$2,784,000)**. Therefore, the Letter of Credit must be in the total amount of **One Million Eight Hundred Nine Thousand Six Hundred Dollars (\$1,809,600)**. The Developer recognizes and acknowledges that the Letter of Credit must be filed before the City will award any contracts related to the Improvements. The City may only draw upon the Letter of Credit upon the conditions set forth in this Agreement.

It is a condition of the Letter of Credit that it will be deemed automatically extended for one (1) year from its original or future expiration dates unless, sixty (60) days prior to any expiration date, the bank issuing the Letter of Credit provides written notice to the Horace City Auditor, by registered or certified mail, that the bank elects not to renew the Letter of Credit for any additional period. The Developer will have until thirty (30) days prior to any expiration date to supply the City Auditor with a replacement Letter of Credit for one (1) year from the expiration date(s), meeting all the terms of this Agreement. Failure to renew, extend, or replace the Letter of Credit within thirty (30) days of its expiration will result in a default under this Agreement and the City Auditor will notify the bank of the default and order the draw of the entire balance of the Letter of Credit. Such funds received from the bank upon such a default will be held by the City, and if any special assessments covered by this Agreement are delinquent, an amount of funds equal to the amount of the delinquent special assessments will be placed in the sinking funds for the Improvement District. The City will release to the Developer any such funds not placed into a sinking fund upon the filing with the City of a new Letter of Credit in a form and amount satisfactory to the City, or if a Letter of Credit is no longer required under the terms of this Agreement.

6. **Default of Special Assessments.** The Developer agrees that, pursuant to this Agreement, the special assessments on all lots covered by this Agreement and which have not been "Developed," must be kept from being "In Default."
 - a. For purposes of this Agreement, the term "Developed" means that a structure for which a building permit has been granted by the City has been constructed on the lot. The sale, tax sale, transfer, or other disposition of any lot covered by this Agreement shall have no effect on the obligation of the Letter of Credit.

- b. For purposes of this Agreement, “In Default” means that all special assessments on lots covered by this Agreement that have not been Developed must not become three (3) years delinquent. An assessment becomes “one (1) year delinquent” if it is not paid by March 2 of the year following the year in which the assessment was levied. The entire three (3) years of unpaid special assessments are deemed In Default when any property becomes three (3) years delinquent.
7. **Notice of Default.** The parties agree that if special assessments on any lots covered by this Agreement that have not been Developed are not paid, causing the Development to be In Default, the City Auditor will give written notice to the Developer of the lots covered by this Agreement for which special assessments were not paid by March 2, causing the lots to become In Default. The City Auditor will notify the Developer that if the delinquent special assessments are not paid within fourteen (14) days of the mailing of the notice, the City Auditor will give the issuing bank of the Letter of Credit a written demand for payment to the City pursuant to the Letter of Credit in an amount sufficient to satisfy the deficiency.
8. **Disbursements.** The City, upon receipt of funds from the bank pursuant to this Agreement, will place those funds into the sinking fund of the Improvement District. The City will not apply those sums to pay special assessments on any property covered by this Agreement but will use the funds to pay principal and interest payments on outstanding bonds for the Improvement District. If the principal amount of delinquent special assessments is subsequently paid to the County by the Developer, or subsequent owner, the City, upon receipt from the County of those funds, will transfer them to the bank. If a lot covered by this Agreement comes back to the City for failure to pay special assessments, upon the sale of that property by the City, the proceeds of the sale will be applied in the following order:
- a. To the sinking fund of WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2023-1 to cover any deficiencies in the sinking fund for lots covered by this Agreement which have come back to the City;
- b. To the City to cover its reasonable costs and expenses, including attorney’s fees, incurred by the City in marketing and selling the lot;
- c. To the bank to the extent necessary to reimburse the bank for the amount of funds paid as a result of the Letter of Credit as a result of delinquent specials on the lot sold; and
- d. To the general fund of the City.
9. **Developer’s Obligation.** The Developer agrees that the Letter of Credit issued pursuant to this Agreement is to be used to secure payment of special assessments which are In Default on any lots covered by this Agreement. The Developer’s obligation to pay special assessments on a lot is only extinguished when that lot is Developed, or when all special assessments for that lot, certified or uncertified, for this Improvement District are paid. The sale, tax sale, transfer, or other disposition of any lot covered by this Agreement will have no effect on the obligation of the Letter of Credit to pay special assessments which are not current.

10. **Principal Reduction.** The bank issuing the Letter of Credit is authorized to reduce the principal amount of the Letter of Credit issued hereunder upon written notice signed by the City Auditor and the Developer. The City Auditor, upon request of the Developer, will give written notice to the bank to reduce the principal amount of the Letter of Credit for the special assessments attributable to all Developed lots. In addition, the City Auditor, upon request of the Developer, will give written notice to the bank to reduce the principal amount of the Letter of Credit when the amount of unpaid special assessments, whether certified or uncertified, for the lots which are not Developed are less than the principal amount in the Letter of Credit so that the amount of the unpaid special assessments, whether certified or uncertified, against the lots which are not Developed and the principal amount to remain secured by the Letter of Credit are equal. The reduction of the principal amount in the Letter of Credit pursuant to this paragraph is only required to be made by the City Auditor once in each six (6) month period. At the time eighty-five percent (85%) of the lots are Developed, or at the time the amount of unpaid specials, whether certified or not, on lots which are not Developed becomes fifteen percent (15%) or lower of the costs of the Improvements, whichever occurs first, the City Auditor will, upon the request of the Developer, immediately give written notice to the bank to release the Letter of Credit.
11. **Design Engineering Fees.** At its meeting on May 3, 2021, the City Council authorized developers in the City to include design engineering fees in the cost of the improvements. Therefore, the Developer is authorized to include any design engineering fees it may have into the cost of the Improvements. The City's Engineer maintains authority for reviewing and approving the Developer's design engineering and may, in his sole discretion, revise the designs provided by the Developer.
12. **Land Dedication.** The Developer agrees to contribute **Eighty-Seven Thousand Two Hundred Twenty-Eight and 90/100ths Dollars (\$87,228.90)** as payment in-lieu-of land dedication for Southdale Farms Sixth Addition to satisfy the land dedication requirements in accordance with City Ordinance Section 17.8.10. This payment in-lieu-of land dedication will be held by the City in a separate fund for public recreation improvements that benefit the Developments which may be requested and used by the Horace Park District.
13. **Water Service.** Water service for the Development will be provided by Cass Rural Water District. The City will include water infrastructure in the construction contract for the Improvements. Cass Rural Water District will then create an improvement district and bond for the water improvements. Upon installation of the water improvements, Cass Rural Water District will assess the costs of the water infrastructure to the Development. The Developer is responsible for obtaining a fully executed developer's agreement with Cass Rural Water District and presenting it to the City for review. The City will not award the construction contract for the Improvements until the Developer obtains a fully executed developer's agreement with Cass Rural Water District.
14. **Wastewater Service.** Wastewater service for the Development will be provided by the City. A sanitary sewer lift station and forcemain were constructed on Lot 1, Block 2, Southdale Farms First Addition. Wastewater from the Development will be collected and routed to this lift station and conveyed to the force main connecting the City to the City of Fargo at Deer Creek Addition. The City of Fargo will then treat the wastewater.

15. **Storm Sewer Service.** Lots and streets will be graded to drain storm water towards drainage facilities along the property lines and drainage easements. The storm sewer system will be designed to accommodate a five (5) year storm event. All storm water in the Development will flow to the existing detention pond in the Southdale Farms First Addition. The captured storm water will then flow to either the Sheyenne River to the west or Drain 27 to the east.
16. **Landscaping Standard.** According to City Ordinance Section 17.8.8(3), “[a]ll street boulevards are required to have boulevard trees unless the Code Administrator deems otherwise. Single family homes . . . are not required to meet proposed plant units for each lot, though they are encouraged to participate.” Therefore, boulevard trees are required to be planted in the Development in accordance with City Ordinance Sections 17.8.8(3) and 3-0305. The City encourages the installation of aesthetically pleasing landscaping, in addition to boulevard trees, in the Development.

The Developer agreed to install a landscape buffer on the south side of the Development in the rear yard of the lots adjacent to the Adelman Addition lots; however, the City Council subsequently approved the installation of a maintenance free fence in the boulevard along 66th Street South, which negates this requirement. The City will own and maintain this fence at its sole discretion. This maintenance free fence also extends into the rear yards of Adelman Addition and the Development. The City will not own or maintain this portion of the fence as it was installed on private property. It is the responsibility of the property owner where the fence was installed to maintain the fence, if they desire.

17. **Property Maintenance.** The Developer expressly agrees to maintain the Development, including but not limited to, keeping the Development mowed in accordance with City Ordinance Chapter 15-03. The Developer will be responsible for mowing and maintaining lots that have not been sold and all other areas in the Development, excluding any storm sewer detention ponds and park dedication lots. Failure of the Developer to maintain the Development will result in the City maintaining the Development and assessing the Development for the costs of such maintenance. The Developer hereby grants the City permission to enter the Development to perform necessary maintenance, as set forth in this paragraph. In addition, each time the City is required to maintain the Development, the City may assess the actual costs of such maintenance to the Developer for failure to maintain such property.
18. **Access.** Access to the Development will be from the east side of 66th Street South at 70th Avenue South, 71st Avenue South, and 72nd Avenue South. Future access from the east side on 72nd Avenue South will be through the proposed Willow Grove Addition. Construction of 66th Street South started in 2023 and is completed to the north side of 70th Avenue South. Work to connect 66th Street South to 64th Avenue South is anticipated to be completed in 2024. 66th Street South is an important residential collector for both motorists and non-motorists in the area.
19. **Mail Delivery.** The Developer is responsible for coordinating with the US Postal Service regarding the location and placement of mailboxes and/or mailbox clusters prior to the issuance of any building permits in the Development. The City is not responsible for ensuring mail delivery is made available to the Development; this responsibility lies solely

with the Developer, including any costs associated therewith which will not be included in the special assessment district.

20. **Indemnification.** The Developer agrees to release, defend, and hold the City, its employees, agents, contractors, and designees, harmless from any and all claims arising out of or related to the construction and installation of the Improvements or the sale of residential lots within the Development. Said indemnification will include, inter alia, attorney's fees, damages, whether punitive, economic, or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of the City's, or its employees, agents, contractors, or designees, negligence or intentional acts. The Developer specifically agrees and acknowledges that this indemnification provision will survive until six (6) years after the sale of the final lot within the Development.

21. **Notice.** All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses:

If to Developer: HS Investments, LLC
 Attn: Matthew Hauff
 5302 51st Ave S
 Fargo, ND 58104-5008

If to City: City of Horace
 Attn: City Auditor
 P.O. Box 99
 Horace, ND 58047

Notice will be deemed to be properly delivered (a) immediately upon being served personally, (b) five (5) days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

22. **Waiver.** The failure of the City to enforce any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require performance by the Developer or bank of any of the provisions hereof, will in no way be construed a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the City to thereafter enforce each and every such provision.

23. **Entire Agreement.** This Agreement, and any exhibits and amendments hereto, contains the entire and exclusive understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the parties, except as otherwise provided herein.

24. **Modification.** Any amendment or modification of this Agreement, or additional obligation assumed by any party in connection with this Agreement, will only be binding if evidenced in writing, signed by each party or an authorized representative of each party.

25. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.

26. **Severability.** In the event that any term, part, or provision of this Agreement is held to be invalid or unenforceable, all other terms, parts, and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable term, part, or provision severed from the remainder of this Agreement.
27. **Assignment.** The terms of this Agreement are hereby made binding upon the parties hereto, their successors and assigns, and no party under this Agreement may assign their interest in this Agreement to any other person or entity without the written consent of the other party.
28. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
29. **Representation.** Both parties represent and warrant to the other that the party executing this Agreement has the authority to do so knowing that the other party to this Agreement is acting in reliance upon such representation. The provisions of this section will survive the termination of this Agreement.
30. **Counterparts.** This Agreement may be executed in counterparts, meaning that the Agreement is valid if signed by each party even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document.
31. **Effective Date.** This Agreement becomes effective on the date of the last signature appearing below.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on the dates written below.

[Signatures contained on the following pages.]

EXHIBIT A

PETITION FOR IMPROVEMENTS

PETITION FOR IMPROVEMENTS

I/ we, HS Investments, LLC (the "Petitioner"), is the legal and equitable owner of the following described property, to-wit:

SOUTHDALE FARMS SIXTH ADDITION

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 1 OF ADELMAN ADDITION; THENCE S86°56'17"W ALONG THE NORTH LINE OF SAID BLOCK 1 OF ADELMAN ADDITION A DISTANCE OF 657.79 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 1; THENCE N15°10'02"E ALONG THE EAST LINE OF THE 66TH STREET SOUTH RIGHT OF WAY A DISTANCE OF 986.73 FEET; THENCE CONTINUING ALONG SAID 66TH STREET SOUTH RIGHT OF WAY NORTHEASTERLY 286.37 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 29°49'58"; THENCE CONTINUING N45°00'00"E ALONG SAID 66TH STREET SOUTH RIGHT OF WAY A DISTANCE OF 310.58 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE S01°32'23"E ON AND ALONG SAID EAST LINE A DISTANCE OF 59.63 FEET TO THE CENTER OF SAID SECTION 8; THENCE CONTINUING S01°32'23"E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 A DISTANCE OF 1322.71 FEET TO THE POINT OF BEGINNING. (the "Property").

The Petitioner hereby petitions the City of Horace, Cass County, North Dakota (the "City"), to create an improvement district for the purpose of constructing the following municipal improvements: Water, Sewer, Storm & Street (the "Improvements").

The Petitioner hereby requests that the City determine by resolution that a written petition for the Improvements signed by the owners of a majority of the area of the Property included within the district has been received and that the Resolution Declaring Work Necessary shall not be required for said improvement district.

The Petitioner hereby certifies that he/she is the legal and equitable owner(s) of the Property and has the authority to grant the City all necessary easements, rights of ways, fee simple, dedications, and other interests in the Property that may be required to complete the construction of the Improvements.

The Petitioner agrees that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the entire cost of the Improvements against the Property and hereby agrees to pay the entire cost as levied and apportioned by the City.

IN WITNESS WHEREOF, the Petitioner executed this Petition for Improvements on this 8th day of March, 2023.

PETITIONER:

By: 

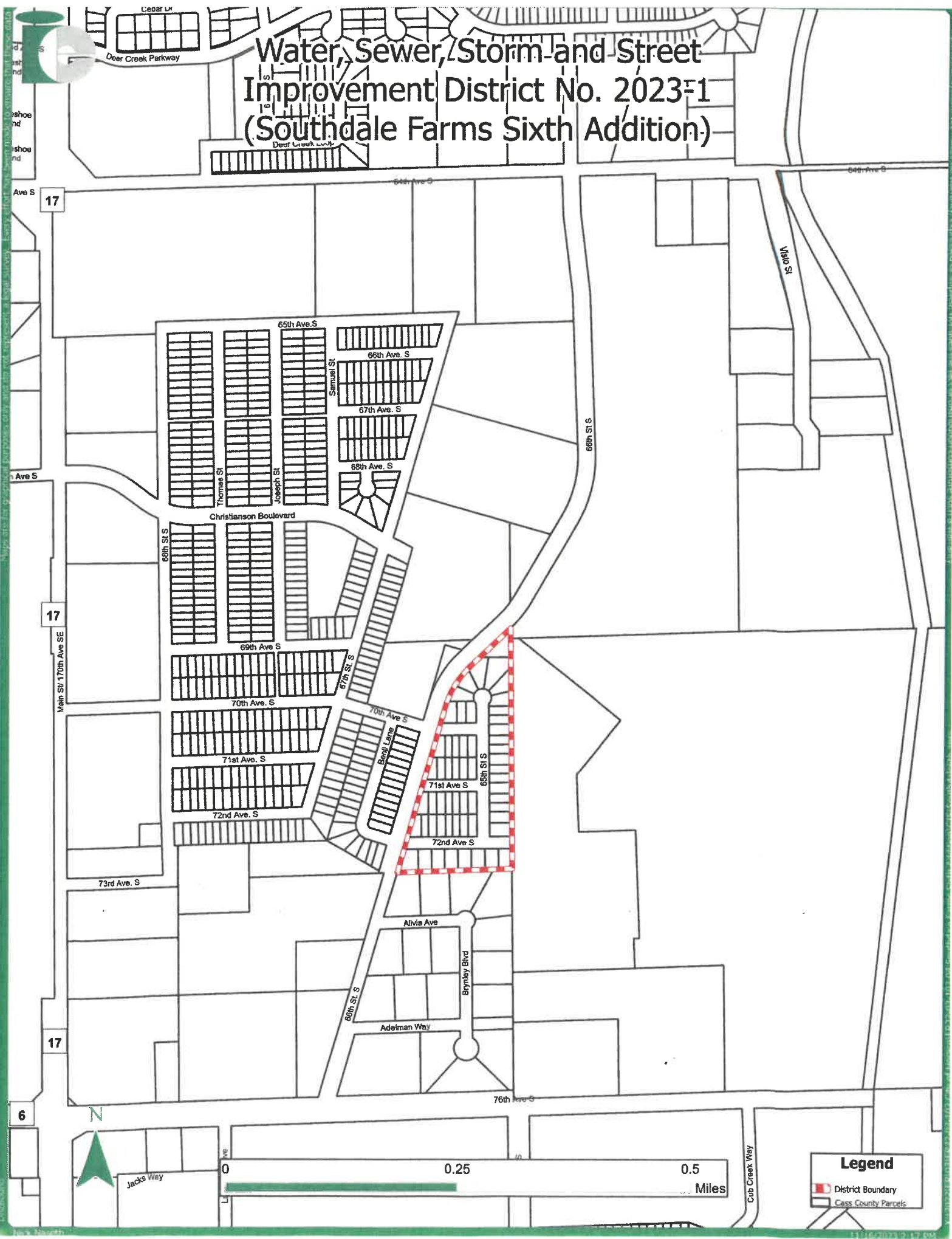
Its: President

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

EXHIBIT B

IMPROVEMENT DISTRICT BOUNDARY MAP

Water, Sewer, Storm and Street Improvement District No. 2023-1 (Southdale Farms Sixth Addition)



Legend

- District Boundary
- Cass County Parcels

EXHIBIT C

ENGINEER'S ESTIMATE OF PROBABLE PROJECT COSTS

Southdale Farms 6th Addition
 Horace, North Dakota (LE #21167)
 Water, Sewer, Storm & Street Improvement District No. 2023-01
 Engineer's Opinion of Cost - 11/30/2023

Lowry Engineering
 5306 51st Avenue South, Suite A
 Fargo, ND 58104
 PH: 701.235.0199

GENERAL WORK ITEMS

<u>No.</u> <u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1 Mobilization	1	LS	\$ 135,000.00	\$ 135,000.00
2 Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00
			TOTAL	\$ 141,000.00

DEMOLITION ITEMS

<u>No.</u> <u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
3 Topsoil Stripping & Spreading (12" Assumed)	7,500	CY	\$ 6.00	\$ 45,000.00
			TOTAL	\$ 45,000.00

EXCAVATION, EARTHWORK, FINISH GRADING AND EROSION CONTROL ITEMS

<u>No.</u> <u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
4 Common Excavation	3,500	CY	\$ 6.30	\$ 22,050.00
5 Export	2,300	CY	\$ 10.00	\$ 23,000.00
6 Seeding & Hydromulch - All Seed Mixes	26,284	SY	\$ 1.00	\$ 26,284.00
7 Seeding W/Erosion Control Blanket (NDDOT ECB-1)	6,305	SY	\$ 2.50	\$ 15,762.50
8 Silt Fence	700	LF	\$ 4.00	\$ 2,800.00
9 Inlet Protection Device	28	EA	\$ 250.00	\$ 7,000.00
10 Vehicle Tracking Pad	1	EA	\$ 1,000.00	\$ 1,000.00
			TOTAL	\$ 97,896.50

ROADWAY ITEMS

<u>No.</u> <u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
11 Subgrade Preparation	8,286	SY	\$ 2.00	\$ 16,572.00
12 Geotextile Fabric - NDDOT Type R1	8,286	SY	\$ 3.00	\$ 24,858.00
13 Gravel - NDDOT CL 5 or Crushed Concrete	1,611	CY	\$ 75.00	\$ 120,825.00
14 Hot Bituminous Pavement - 4.5"	6,754	SY	\$ 32.00	\$ 216,128.00
15 Curb & Gutter - Mountable Style	3,929	LF	\$ 28.00	\$ 110,012.00
16 Concrete Flatwork - 4"	521	SY	\$ 84.00	\$ 43,764.00
17 ADA Dome Panels - Cast Iron Style	104	SF	\$ 60.00	\$ 6,240.00
18 Signing	113	SF	\$ 24.00	\$ 2,712.00
19 Sign Post	83	LF	\$ 22.00	\$ 1,826.00
20 Type III Barricade with Road Closed Sign - Permanent	12	EA	\$ 750.00	\$ 9,000.00
21 Pipe - 4" Perforated PVC	3,929	LF	\$ 15.00	\$ 58,935.00
22 Residential Sump Pump Connection To Storm Structure (Type 1)	22	EA	\$ 200.00	\$ 4,400.00
23 Residential Sump Pump Connection To Storm Pipe (Type 2)	32	EA	\$ 260.00	\$ 8,320.00
24 Residential Sump Pump Connection To Drain Tile (Type 3)	2	EA	\$ 350.00	\$ 700.00
			TOTAL	\$ 624,292.00

SANITARY SEWER ITEMS

<u>No.</u> <u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
25 Sanitary Sewer - 8" PVC SDR-35	2,005	LF	\$ 92.00	\$ 184,460.00
26 Sanitary Sewer Manhole	10	EA	\$ 14,000.00	\$ 140,000.00
27 Sanitary Sewer Drop Manhole	1	EA	\$ 19,000.00	\$ 19,000.00
28 Sanitary Sewer Service - 4" PVC SCHD 40	2,204	LF	\$ 35.00	\$ 77,140.00
29 Sanitary Sewer Service - 6" PVC SCHD 40	650	LF	\$ 48.00	\$ 31,200.00
30 Sanitary Sewer Service Connection - 4" PVC SCH 40	43	EA	\$ 950.00	\$ 40,850.00
31 Sanitary Sewer Service Connection - 6" PVC SCH 40	13	EA	\$ 1,200.00	\$ 15,600.00
32 Connect Existing Pipe To New Sanitary Structure - 8"	2	EA	\$ 3,000.00	\$ 6,000.00
33 Token Quantity For Rock Pipe Bedding	1,097	LF	\$ 30.00	\$ 32,910.00
			TOTAL	\$ 547,160.00

WATER SUPPLY ITEMS

<u>No.</u> <u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
34 Water Main - 8" PVC C900	2,088	LF	\$ 65.00	\$ 135,720.00
35 Water Main - 6" PVC C900	58	LF	\$ 57.00	\$ 3,306.00
36 Gate Valve & Box - 8"	9	EA	\$ 3,600.00	\$ 32,400.00
37 Gate Valve & Box - 6"	6	EA	\$ 2,800.00	\$ 16,800.00
38 Hydrant - 6"	6	EA	\$ 8,000.00	\$ 48,000.00
39 8" Connection To Existing Water Main	3	EA	\$ 2,500.00	\$ 7,500.00
40 Water Service - 1" Poly Class 200	2,747	LF	\$ 22.00	\$ 60,434.00
41 Water Service Connection - 1" Poly	56	EA	\$ 600.00	\$ 33,600.00
42 Curb Stop & Box - 1"	56	EA	\$ 950.00	\$ 53,200.00
			TOTAL	\$ 390,960.00

STORM SEWER ITEMS

<u>No.</u> <u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
43 Storm Conduit - 12"	1,950	LF	\$ 65.00	\$ 126,750.00
44 Storm Conduit - 15"	282	LF	\$ 75.00	\$ 21,150.00
45 Storm Conduit - 18"	417	LF	\$ 95.00	\$ 39,615.00
46 Storm Conduit - 21"	77	LF	\$ 115.00	\$ 8,855.00
47 Storm Conduit - 24"	151	LF	\$ 130.00	\$ 19,630.00
48 Storm Conduit - 27"	147	LF	\$ 150.00	\$ 22,050.00
49 Storm Conduit - 36"	415	LF	\$ 240.00	\$ 99,600.00
50 Storm Sewer - 48" Manhole/Inlet	7	EA	\$ 5,500.00	\$ 38,500.00
51 Storm Sewer - 60" Manhole/Inlet	5	EA	\$ 8,200.00	\$ 41,000.00
52 Storm Sewer - 72" Manhole/Inlet	1	EA	\$ 13,500.00	\$ 13,500.00
53 Storm Sewer - Yard Inlet	7	EA	\$ 2,600.00	\$ 18,200.00
54 Storm Sewer - Single Box Inlet	10	EA	\$ 3,600.00	\$ 36,000.00
55 Connect New Pipe To Existing Storm Stub - All Types All Sizes	1	EA	\$ 2,000.00	\$ 2,000.00
			TOTAL	\$ 486,850.00

LANDSCAPING, ELECTRICAL, AND MISC. ITEMS

No. Bid Item

56 Mail Box - 8 Cluster Box Unit

57 Lighting and Electrical

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
7	EA	\$ 4,000.00	\$ 28,000.00
1	LS	\$ 170,000.00	\$ 170,000.00
TOTAL			\$ 198,000.00

SUBTOTAL: \$ 2,531,158.50

Opinion of Probable Bid Cost	\$2,531,158.50
Contingency	\$252,841.50
Opinion of Probable Construction Cost	\$2,784,000.00
Engineering, Legal, Administrative and Bonding	\$557,000.00
Opinion of Probable Project Cost	\$3,341,000.00

**IMPROVEMENT DISTRICT AGREEMENT
SPARKS FIRST ADDITION**

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between Lee Clinton Sparks and Nancy Virginia Sparks as Trustees of the Lee and Nancy Sparks 2018 Living Trust, whose principal address is 621 Kearney Street, Benicia, California 94510 (the “Developer”); and the City of Horace, a North Dakota political subdivision, whose principal address is 215 Park Drive East, Horace, North Dakota 58047 (the “City”).

RECITALS

WHEREAS, the Developer platted property known as Sparks Addition, to the City of Horace, Cass County, North Dakota (the “Development”); and

WHEREAS, the Developer filed a PETITION FOR IMPROVEMENTS, dated November 16, 2023, attached as **Exhibit A**, requesting that the City create an improvement district to construct public improvements that will serve the residential and commercial lots in the Development, including the extension and construction of Nelson Street, 3rd Street, 4th Street, 5th Street, and Luther Avenue, including any necessary improvements therewith such as roads, curb, gutter, storm sewer, street lighting, water, sanitary sewer, and related appurtenances (the “Improvements”) in accordance with City of Horace specifications and in accordance with the final plat of Sparks Addition; and

WHEREAS, the City created WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT No. 2023-7 (the “Improvement District”) on December 4, 2023, and will contract for the Improvements to be constructed upon the property within said Improvement District, the cost of which will be assessed against the benefitted properties therein; and

WHEREAS, the City desires to place itself in a more secure position relating to the collection of special assessments against said property; and

WHEREAS, the Developer desires to induce the City to proceed with construction of the Improvements in the Improvement District.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to outline the parties’ rights and responsibilities related to the Development and the installation of the Improvements in the Development.
2. **Property.** The property covered by this Agreement is the Development, which is legally described as follows:

Sparks Addition to the City of Horace, Cass County, North Dakota.

3. **City's Obligations.** The City created WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2023-7 and has or will contract for the Improvements to be constructed upon the Development and assess the cost of the project against the benefitted property within the Improvement District. A boundary map of the Improvement District is attached as **Exhibit B.** A contract will not be entered into by the City until this Agreement has been executed and the Letter of Credit discussed below is filed with the City Auditor.
4. **Engineer's Opinion of Costs.** The ENGINEER'S OPINION OF PROBABLE *PROJECT* COST for the Improvements, which includes soft costs such as engineering, legal, administration, and bond costs, is **Six Million Eight Hundred Ten Thousand Dollars (\$6,810,000)**, attached as **Exhibit C.** The ENGINEER'S OPINION OF PROBABLE *CONSTRUCTION* COST for the Improvements, which excludes soft costs such as engineering, legal, administration, and bond costs, is **Five Million Six Hundred Seventy-Five Thousand Dollars (\$5,675,000)**.
5. **Letter of Credit.**
 - a. The Developer must file an irrevocable Letter of Credit effective for at least one (1) year with the City, in a form satisfactory to the City Attorney, in a total amount equal to sixty-five percent (65%) of the ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST for the Improvements. Therefore, the Letter of Credit must be in the total amount of **Three Million Six Hundred Eighty-Eight Thousand Seven Hundred Fifty Dollars (\$3,688,750)**. The Developer recognizes and acknowledges that the Letter of Credit must be filed before the City will award any contracts related to the Improvements. The City may only draw upon the Letter of Credit upon the conditions set forth in this Agreement.
 - b. It is a condition of the Letter of Credit that it will be deemed automatically extended for one (1) year from its original or future expiration dates unless, sixty (60) days prior to any expiration date, the bank issuing the Letter of Credit provides written notice to the Horace City Auditor, by registered or certified mail, that the bank elects not to renew the Letter of Credit for any additional period. The Developer will have until thirty (30) days prior to any expiration date to supply the City Auditor with a replacement Letter of Credit for one (1) year from the expiration date(s), meeting all the terms of this Agreement. Failure to renew, extend, or replace the Letter of Credit within thirty (30) days of its expiration will result in a default under this Agreement and the City Auditor will notify the bank of the default and order the draw of the entire balance of the Letter of Credit. Such funds received from the bank upon such a default will be held by the City, and if any special assessments covered by this Agreement are delinquent, an amount of funds equal to the amount of the delinquent special assessments will be placed in the sinking funds for the Improvement District. The City will release to the Developer any such funds not placed into a sinking fund upon the filing with the City of a new Letter of Credit in a form and amount satisfactory to the City, or if a Letter of Credit is no longer required under the terms of this Agreement.
6. **Special Assessment Deferral.** The City agrees to defer special assessments on Lots 1 and 2, Block 8; and Lot 19, Block 5, Sparks Addition that result from Sparks Addition Phase II improvements, for two (2) calendar years. The two (2) calendar year deferment period will commence following approval of the special assessment list by the City Council that contains these lots. The two (2) year deferment only applies to Lots 1 and 2, Block 8, and Lot 19, Block 5, Sparks Addition, regardless of ownership.

Special assessments resulting from Sparks Addition Phase II that are levied on Lots 1 and 2, Block 8; and Lot 19, Block 5, Sparks Addition, will be payable following the two (2) year deferral. The two (2) year deferral period will not affect the term of the repayment of any bonds issued for the improvements. (Example: The term of the bonds for the improvements is 25 years and the special assessments are payable over that 25-year term; the special assessments are certified in 2025, with payment beginning in 2026. The two (2) year deferral for Lots 1 and 2, Block 8; and Lot 19, Block 5, Sparks Addition, begins in 2026, thus the deferral would run through 2028. The first payment would be due in 2029 for these lots. Following the deferral period, the remaining term would be 23 years, therefore, the special assessments for those parcels will be payable over the 23 remaining years.)

7. **Default of Special Assessments.** The Developer agrees that, pursuant to this Agreement, the special assessments on all lots covered by this Agreement and which have not been “Developed,” must be kept from being “In Default.”
 - a. For purposes of this Agreement, the term “Developed” means that a structure for which a building permit has been granted by the City has been constructed on the lot. The sale, tax sale, transfer, or other disposition of any lot covered by this Agreement shall have no effect on the obligation of the Letter of Credit.
 - b. For purposes of this Agreement, “In Default” means that all special assessments on lots covered by this Agreement that have not been Developed must not become three (3) years delinquent. An assessment becomes “one (1) year delinquent” if it is not paid by March 2 of the year following the year in which the assessment was levied. The entire three (3) years of unpaid special assessments are deemed In Default when any property becomes three (3) years delinquent.
8. **Notice of Default.** The parties agree that if special assessments on any lots covered by this Agreement that have not been Developed are not paid, causing the Development to be In Default, the City Auditor will give written notice to the Developer of the lots covered by this Agreement for which special assessments were not paid by March 2, causing the lots to become In Default. The City Auditor will notify the Developer that if the delinquent special assessments are not paid within fourteen (14) days of the mailing of the notice, the City Auditor will give the issuing bank of the Letter of Credit a written demand for payment to the City pursuant to the Letter of Credit in an amount sufficient to satisfy the deficiency.
9. **Disbursements.** The City, upon receipt of funds from the bank pursuant to this Agreement, will place those funds into the sinking fund of the Improvement District. The City will not apply those sums to pay special assessments on any property covered by this Agreement but will use the funds to pay principal and interest payments on outstanding bonds for the Improvement District. If the principal amount of delinquent special assessments is subsequently paid to the County by the Developer, or subsequent owner, the City, upon receipt from the County of those funds, will transfer them to the bank. If a lot covered by this Agreement comes back to the City for failure to pay special assessments, upon the sale of that property by the City, the proceeds of the sale will be applied in the following order:
 - a. To the sinking fund of WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2023-7 to cover any deficiencies in the sinking fund for lots covered by this Agreement which have come back to the City;

- b. To the City to cover its reasonable costs and expenses, including attorney's fees, incurred by the City in marketing and selling the lot;
 - c. To the bank to the extent necessary to reimburse the bank for the amount of funds paid as a result of the Letter of Credit as a result of delinquent specials on the lot sold; and
 - d. To the general fund of the City.
10. **Developer's Obligation.** The Developer agrees that the Letter of Credit issued pursuant to this Agreement is to be used to secure payment of special assessments which are In Default on any lots covered by this Agreement. The Developer's obligation to pay special assessments on a lot is only extinguished when that lot is Developed, or when all special assessments for that lot, certified or uncertified, for this Improvement District are paid. The sale, tax sale, transfer, or other disposition of any lot covered by this Agreement will have no effect on the obligation of the Letter of Credit to pay special assessments which are not current.
11. **Principal Reduction.** The bank issuing the Letter of Credit is authorized to reduce the principal amount of the Letter of Credit issued hereunder upon written notice signed by the City Auditor and the Developer. Upon certification of the special assessments, the City agrees to reduce the Letter of Credit in the amount of the special assessments levied on Lot 1, Block 5; Lot 18, Block 5; Lot 1, Block 6; Lot 1, Block 7; and Lot 18, Block 4. The City Auditor, upon request of the Developer, will give written notice to the bank to reduce the principal amount of the Letter of Credit for the special assessments attributable to all Developed lots. In addition, the City Auditor, upon request of the Developer, will give written notice to the bank to reduce the principal amount of the Letter of Credit when the amount of unpaid special assessments, whether certified or uncertified, for the lots which are not Developed are less than the principal amount in the Letter of Credit so that the amount of the unpaid special assessments, whether certified or uncertified, against the lots which are not Developed and the principal amount to remain secured by the Letter of Credit are equal. The reduction of the principal amount in the Letter of Credit pursuant to this paragraph is only required to be made by the City Auditor once in each six (6) month period. At the time eighty-five percent (85%) of the lots are Developed, or at the time the amount of unpaid specials, whether certified or not, on lots which are not Developed becomes fifteen percent (15%) or lower of the costs of the Improvements, whichever occurs first, the City Auditor will, upon the request of the Developer, immediately give written notice to the bank to release the Letter of Credit.
12. **Conditions for Lot 1, Block 7.** The Developer is transferring Lot 1, Block 7, Sparks Addition to the City with the desire that the lot will be used to promote a public amenity to benefit the residents of the City, such as a city hall, recreation center, community center, hockey arena, public pool, performing arts center, or similar use. If the City finds a use but Seller disagrees, Seller must provide reasoning as to why the intended use is not acceptable. The parties will cooperate to resolve any disagreement.

If the parties are not able to find an acceptable use within five (5) years of the Effective Date of this Agreement, Seller has the option to purchase the lot for Three and 18/100ths Dollars (\$3.18) per square foot for the portion of the lot that was dedicated to the City, Four Dollars (\$4.00) per square foot for the portion of the lot that was purchased by the City, and reimbursement to the City for any special assessment payment made by the City in the five (5) year period. Seller shall provide written notice of its intent to exercise the option to purchase within the sixty (60) day window after the expiration of the five (5) year period, and

shall close on the lot within one hundred and twenty (120) days after the expiration of the five (5) year period. If Seller does not provide written notice of its intent to exercise the option to purchase within sixty (60) days after the five (5) year option date, the City will have all rights to sell or keep the lot, at its sole discretion.

13. **City Hall.** The City shall build a new city hall on Lot 1, Block 7 or Lot 18, Block 5, Sparks Addition. The parties agree that the new city hall will be a minimum of twenty thousand (20,000) square feet, have at least two (2) stories, have glazing requirements of thirty percent (30%) for north and west facing sides, and have twenty percent (20%) brick, stone, dryvit, or similar masonry products for the north and west facing sides – no vinyl siding.
14. **Design Engineering Fees.** At its meeting on May 3, 2021, the City Council authorized developers in the City to include design engineering fees in the cost of the improvements. Therefore, the Developer is authorized to include any design engineering fees it may have into the cost of the Improvements. The City’s Engineer maintains authority for reviewing and approving the Developer’s design engineering and may, in his sole discretion, revise the designs provided by the Developer.
15. **Land Dedication.** The Developer must dedicate 9.68 acres of the Development to the City and/or Horace Park District in accordance with Section 17.8.10 of the Ordinances. To satisfy these dedication requirements, the City and Horace Park District accept dedication of the following parcels:

Parcel 1: Horace Park District

Lot 1, Block 5, Sparks Addition to the City of Horace, Cass County, North Dakota. Parcel 1 contains 0.60 acres, more or less.

Parcel 2: City of Horace

Lot 18, Block 5, Sparks Addition to the City of Horace, Cass County, North Dakota. Parcel 2 contains 4.00 acres, more or less.

Parcel 3: Horace Park District

Lot 1, Block 6, Sparks Addition to the City of Horace, Cass County, North Dakota. Parcel 3 contains 2.93 acres, more or less.

Parcel 4: City of Horace

A portion of Lot 1, Block 7, Sparks Addition to the City of Horace, Cass County, North Dakota. Parcel 4 contains 2.15 acres, more or less.¹

Total dedicated acres equal 9.68 acres, collectively, the “Dedicated Property.”

16. **Water Service.** Water service for the Development will be provided by Cass Rural Water District. The City will include water infrastructure in the construction contract for the Improvements. Cass Rural Water District will then create an improvement district and bond

¹ Lot 1, Block 7, Sparks Addition is 5.00 acres; however, upon calculating land dedication requirements, Seller is only required to dedicate 2.15 acres of this lot. The remaining 2.85 acres will be purchased by the City.

for the water improvements. Upon installation of the water improvements, Cass Rural Water District will assess the costs of the water infrastructure to the Development. The Developer is responsible for obtaining a fully executed developer's agreement with Cass Rural Water District and presenting it to the City for review. The City will not award the construction contract for the Improvements until the Developer obtains a fully executed developer's agreement with Cass Rural Water District.

17. **Wastewater Service.** Wastewater service for the Development will be provided by the City. A sanitary sewer lift station and forcemain were constructed on Lot __, Block __, _____ Addition. Wastewater from the Development will be collected and routed to this lift station and conveyed to the force main connecting the City to the City of Fargo at Deer Creek Addition. The City of Fargo will then treat the wastewater.
18. **Storm Sewer Service.** Lots and streets will be graded to drain storm water towards drainage facilities along the property lines and drainage easements. The storm sewer system will be designed to accommodate a five (5) year storm event. All storm water in the Development will flow to Lot 18, Block 4, Sparks Addition.
19. **Mail Delivery Service.** The Developer is responsible for coordinating with the US Postal Service regarding the location and placement of mailboxes and/or mailbox clusters prior to the issuance of any building permits in the Development. The City is not responsible for ensuring mail delivery is made available to the Development; this responsibility lies solely with the Developer, including any costs associated therewith which will not be included in the special assessment district.
20. **Landscaping Standard.** According to City Ordinance Section 17.8.8(3), “[a]ll street boulevards are required to have boulevard trees unless the Code Administrator deems otherwise. Single family homes . . . are not required to meet proposed plant units for each lot, though they are encouraged to participate.” Therefore, boulevard trees are required to be planted in the Development in accordance with City Ordinance Sections 17.8.8(3) and 3-0305. The City encourages the installation of aesthetically pleasing landscaping, in addition to boulevard trees, in the Development.
21. **Property Maintenance.** The Developer expressly agrees to maintain the Development, including but not limited to, keeping the Development mowed in accordance with City Ordinance Chapter 15-03. The Developer will be responsible for mowing and maintaining lots that have not been sold and all other areas in the Development, excluding any storm sewer detention ponds and park dedication lots. Failure of the Developer to maintain the Development will result in the City maintaining the Development and assessing the Development for the costs of such maintenance. The Developer hereby grants the City permission to enter the Development to perform necessary maintenance, as set forth in this paragraph. In addition, each time the City is required to maintain the Development, the City may assess the actual costs of such maintenance to the Developer for failure to maintain such property.
22. **Indemnification.** The Developer agrees to release, defend, and hold the City, its employees, agents, contractors, and designees, harmless from any and all claims arising out of or related to the construction and installation of the Improvements or the sale of residential lots within the Development. Said indemnification will include, inter alia, attorney's fees, damages, whether punitive, economic, or compensatory, and costs and disbursements. However, this

paragraph will not apply to suits against the City arising out of the City's, or its employees, agents, contractors, or designees, negligence or intentional acts. The Developer specifically agrees and acknowledges that this indemnification provision will survive until six (6) years after the sale of the final lot within the Development.

23. **Notice.** All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses:

If to Developer: Lee Clinton Sparks and Nancy Virginia Sparks
 621 Kearney Street
 Benicia, California 94510

If to City: City of Horace
 Attn: City Auditor
 P.O. Box 99
 Horace, ND 58047

Notice will be deemed to be properly delivered (a) immediately upon being served personally, (b) five (5) days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

24. **Waiver.** The failure of the City to enforce any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require performance by the Developer or bank of any of the provisions hereof, will in no way be construed a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the City to thereafter enforce each and every such provision.
25. **Entire Agreement.** This Agreement, the Purchase Agreement for Lot 1, Block 7, Sparks Addition, and any exhibits and amendments hereto, contains the entire and exclusive understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the parties, except as otherwise provided herein.
26. **Modification.** Any amendment or modification of this Agreement, or additional obligation assumed by any party in connection with this Agreement, will only be binding if evidenced in writing, signed by each party or an authorized representative of each party.
27. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.
28. **Severability.** In the event that any term, part, or provision of this Agreement is held to be invalid or unenforceable, all other terms, parts, and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable term, part, or provision severed from the remainder of this Agreement.
29. **Assignment.** The terms of this Agreement are hereby made binding upon the parties hereto, their successors and assigns, and no party under this Agreement may assign their interest in this Agreement to any other person or entity without the written consent of the other party.

30. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
31. **Representation.** Both parties represent and warrant to the other that the party executing this Agreement has the authority to do so knowing that the other party to this Agreement is acting in reliance upon such representation. The provisions of this section will survive the termination of this Agreement.
32. **Counterparts.** This Agreement may be executed in counterparts, meaning that the Agreement is valid if signed by each party even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document.
33. **Effective Date.** This Agreement becomes effective on the date of the last signature appearing below.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on the dates written below.

[Signatures contained on the following pages.]

EXHIBIT A

PETITION FOR IMPROVEMENTS

PETITION FOR IMPROVEMENTS

Lee and Nancy Sparks 2018 Living Trust (hereinafter the “Owner”) are the owners of the following described property, to-wit: See Exhibit A attached hereto (hereinafter the “Sparks Property”).

The City of Horace has approved a preliminary plat of the Sparks Addition, which preliminary plat encompasses all of the Sparks Property.

The Owner hereby petitions the City Council of the City of Horace, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements: 1) civil infrastructure highlighted on Exhibit B including the extension and construction of Nelson Street, 3rd Street E., 4th Street E., 5th Street E., and Luther Avenue, including any necessary improvements therewith such as roads, curb, gutter, storm sewer, street lighting and sanitary sewer in accordance with City of Horace specifications and in accordance with final plats of the Sparks Addition (hereinafter the “Improvements”).

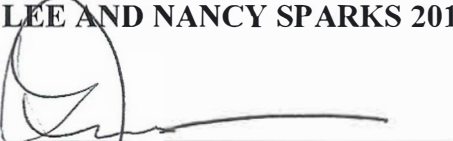
The Owner hereby requests that the City Council of the City of Horace, Cass County, North Dakota, determine by resolution that a written petition for the Improvements signed by the owners of a majority of the area of the Property included within the district, has been received and that the resolution declaring work necessary shall not be required for said improvement district.

The Owner hereby certifies that they are the equitable owners of the Sparks Property, who consent to this Petition, the Owner has the authority to grant the City of Horace all necessary easements, rights of ways, fee simple, dedications and other interests in the Sparks Property that may be required to complete the construction of the Improvements. Lee and Nancy Sparks 2018 Living Trust hereby consents to this Petition for Improvements, and affirmatively state that they will execute documents to convey easements, rights of ways, fee simple, dedications and other

interests in the Sparks Property that may be required to complete the construction of the Improvements.

Dated this 16TH day of November, 2023.

LEE AND NANCY SPARKS 2018 LIVING TRUST



BY: LEE SPARKS
ITS: TRUSTEE



BY: NANCY SPARKS
ITS: TRUSTEE

EXHIBIT B

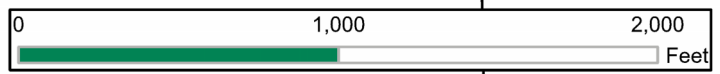
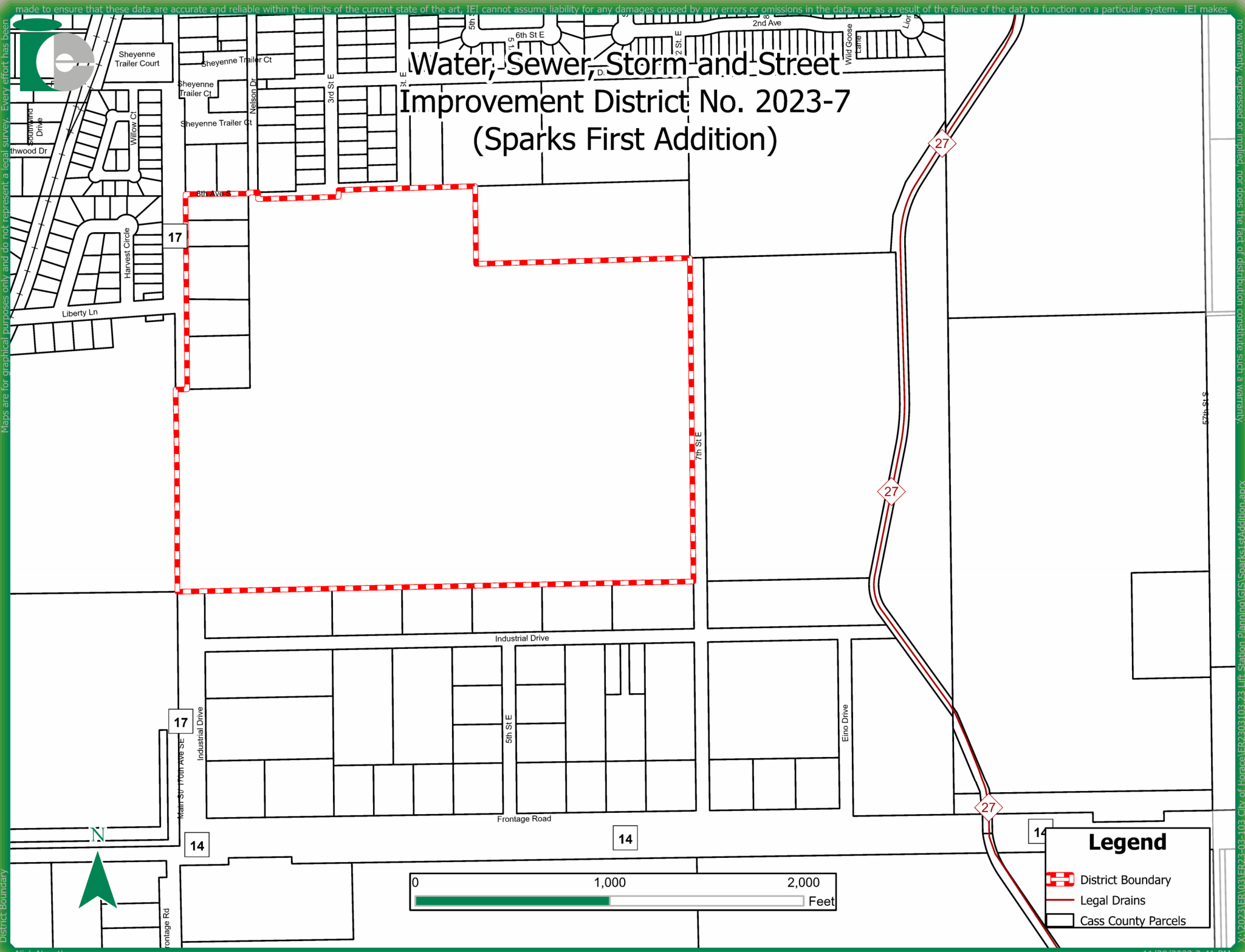
IMPROVEMENT DISTRICT BOUNDARY MAP

Maps are for graphical purposes only and do not represent a legal survey. Every effort has been

District Boundary



Water, Sewer, Storm and Street Improvement District No. 2023-7 (Sparks First Addition)



Legend

- District Boundary
- Legal Drains
- Cass County Parcels

EXHIBIT C

ENGINEER'S ESTIMATE OF PROBABLE PROJECT COSTS

Sparks Addition, District No. 2024-X

Horace, ND

Engineer's Opinion of Cost - 1/11/24

Lowry Engineering

5306 51st Ave S Suite A

Fargo, ND 58104

PH: 701.235.0199

GENERAL WORK ITEMS

<u>No. Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1 Mobilization	1	LS	\$ 120,000.00	\$ 120,000.00
2 Traffic Control	1	LS	\$ 3,200.00	\$ 3,200.00
			TOTAL	\$ 123,200.00

DEMOLITION ITEMS

<u>No. Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
3 Topsoil Stripping & Spreading (12" Assumed)	21,500	CY	\$ 5.00	\$ 107,500.00
4 Clearing and Grubbing	1	LS	\$ 30,000.00	\$ 30,000.00
			TOTAL	\$ 137,500.00

EXCAVATION, EARTHWORK, FINISH GRADING AND EROSION CONTROL ITEMS

<u>No. Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
5 Common Excavation	50,000	CY	\$ 5.50	\$ 275,000.00
6 Export	40,000	CY	\$ 6.50	\$ 260,000.00
7 Seeding & Hydromulch	160,000	SY	\$ 1.00	\$ 160,000.00
8 Seeding & Erosion Control Blanket (NDDOT ECB-1)	10,500	SY	\$ 3.00	\$ 31,500.00
9 Straw Wattle 9"	36	LF	\$ 5.00	\$ 180.00
10 Inlet Protection Device	29	EA	\$ 185.00	\$ 5,365.00
11 Silt Fence	3,500	LF	\$ 4.00	\$ 14,000.00
12 Vehicle Tracking Pad	1	EA	\$ 1,000.00	\$ 1,000.00
13 Rip-Rap	35	CY	\$ 570.00	\$ 19,950.00
			TOTAL	\$ 766,995.00

ROADWAY ITEMS

<u>No. Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
14 Subgrade Preparation	17,300	SY	\$ 2.00	\$ 34,600.00
15 Geotextile Fabric - NDDOT Type R1	17,300	SY	\$ 2.00	\$ 34,600.00
16 Gravel - NDDOT CL 5 or Crushed Concrete	3,364	CY	\$ 65.00	\$ 218,660.00
17 Hot Bituminous Pavement - 4.5"	13,678	SY	\$ 30.00	\$ 410,340.00
18 Curb & Gutter - Mountable Style	9,228	LF	\$ 24.00	\$ 221,472.00
19 Draintile - 4" Perforated SCH 40 PVC	9,228	LF	\$ 12.00	\$ 110,736.00
20 Decorative Colored Concrete - 4"	13	SY	\$ 110.00	\$ 1,430.00
21 Concrete Sidewalk - 4"	3,980	SY	\$ 70.00	\$ 278,600.00
22 Signing	150	SF	\$ 23.00	\$ 3,450.00
23 Sign Post	200	LF	\$ 20.00	\$ 4,000.00
24 ADA Dome Panels - Cast Iron Style	304	SF	\$ 57.00	\$ 17,328.00
25 Residential Sump Pump Connection	83	EA	\$ 16.00	\$ 1,328.00
26 Pavement Markings - 24" Stop Bar	14	LF	\$ 29.00	\$ 406.00
27 Type III Barricade with Road Closed Sign - Permanent	18	EA	\$ 720.00	\$ 12,960.00
			TOTAL	\$ 1,349,910.00

SANITARY SEWER ITEMS

<u>No. Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
28 Sanitary Sewer - 8" PVC SDR-35	4,985	LF	\$ 85.00	\$ 423,725.00
29 Sanitary Sewer Service - 6" PVC SCH 40	50	LF	\$ 43.00	\$ 2,150.00
30 Sanitary Sewer Service - 4" PVC SCH 4	4,277	LF	\$ 33.00	\$ 141,141.00
31 Sanitary Sewer Manhole	21	EA	\$ 11,000.00	\$ 231,000.00
32 Sanitary Sewer Cleanout - 8"	4	EA	\$ 1,300.00	\$ 5,200.00
33 Sanitary Sewer Service Connection - 6" PVC SCH 40	1	EA	\$ 1,050.00	\$ 1,050.00
34 Sanitary Sewer Service Connection - 4" PVC SCH 40	82	EA	\$ 935.00	\$ 76,670.00
35 Connect New Sanitary Pipe To Ex. Sanitary Structure	1	EA	\$ 2,750.00	\$ 2,750.00
			TOTAL	\$ 883,686.00

WATER SUPPLY ITEMS

<u>No. Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
36 Water Main - 8" PVC C900	5,139	LF	\$ 61.00	\$ 313,479.00
37 Water Main - 6" PVC C900	100	LF	\$ 54.00	\$ 5,400.00
38 Gate Valve & Box - 8"	17	EA	\$ 3,485.00	\$ 59,245.00
39 Gate Valve & Box - 6"	7	EA	\$ 2,645.00	\$ 18,515.00
40 Hydrant - 6"	6	EA	\$ 7,200.00	\$ 43,200.00
41 8" Connection To Existing Water Main	4	EA	\$ 2,400.00	\$ 9,600.00
42 Water Service Line - 1" Poly	4,664	LF	\$ 20.00	\$ 93,280.00
43 Water Service Connection - 1" Poly	82	EA	\$ 550.00	\$ 45,100.00
44 Curb Stop & Box - 1"	82	EA	\$ 890.00	\$ 72,980.00
			TOTAL	\$ 660,799.00

STORM SEWER ITEMS

<u>No. Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
45 Storm Conduit - 12"	1,411	LF	\$ 38.00	\$ 53,618.00
46 Storm Conduit - 15"	657	LF	\$ 44.00	\$ 28,908.00
47 Storm Conduit - 18"	1,287	LF	\$ 50.00	\$ 64,350.00
48 Storm Conduit - 24"	704	LF	\$ 61.00	\$ 42,944.00
49 Storm Conduit - 27"	73	LF	\$ 75.00	\$ 5,475.00
50 Storm Conduit - 30"	89	LF	\$ 88.00	\$ 7,832.00
51 Storm Conduit - 36"	584	LF	\$ 115.00	\$ 67,160.00
52 Storm Conduit - 42"	443	LF	\$ 157.00	\$ 69,551.00
53 Storm Conduit - 48"	1,811	LF	\$ 186.00	\$ 336,846.00
54 Storm Conduit - 60"	422	LF	\$ 215.00	\$ 90,730.00
55 Flared End Section - 36"	1	EA	\$ 2,415.00	\$ 2,415.00
56 Flared End Section - 48"	2	EA	\$ 4,200.00	\$ 8,400.00
57 Flared End Section - 60"	1	EA	\$ 6,200.00	\$ 6,200.00
58 Storm Sewer - Yard Inlet	5	EA	\$ 2,500.00	\$ 12,500.00
59 Storm Sewer - Single Box Inlet	13	EA	\$ 3,460.00	\$ 44,980.00
60 Storm Sewer - 48" Manhole/Inlet	16	EA	\$ 5,230.00	\$ 83,680.00
61 Storm Sewer - 60" Manhole/Inlet	2	EA	\$ 7,870.00	\$ 15,740.00
62 Storm Sewer - 72" Manhole/Inlet	4	EA	\$ 12,860.00	\$ 51,440.00
63 Storm Sewer - 84" Manhole/Inlet	5	EA	\$ 15,000.00	\$ 75,000.00
			TOTAL	\$ 1,067,769.00

LANDSCAPING, ELECTRICAL, AND MISC. ITEMS

No. Bid Item

- 64 Mail Box 8 Cluster Box Unit
- 65 Lighting and Electrical

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
11	EA	\$ 1,750.00	\$ 19,250.00
1	LS	\$ 150,000.00	\$ 150,000.00
TOTAL			\$ 169,250.00

SUBTOTAL: \$ 5,159,109.00

~~Contingencies 10.00% \$ 515,910.90~~

~~**GRAND TOTAL: \$ 5,700,000.00**~~

Opinion of probable bid cost. \$ 5,159,109.00
 Contingency \$ 515,891.00
 Opinion of probable construction cost \$ 5,675,000.00
 Engineering, Legal, Admin, Binding \$ 1,135,000.00
 Opinion of Probable Project Cost. \$ 6,810,000.00

Project Cost EST. \$ 6,810,000.00

LOC @ 65% = \$ 4,426,500.00

DRAFT

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”), by and between Lee Clinton Sparks and Nancy Virginia Sparks as Trustees of the Lee and Nancy Sparks 2018 Living Trust, whose principal address is 621 Kearney Street, Benicia, California 94510 (“Seller”); and the City of Horace, a North Dakota political subdivision, whose principal address is 215 Park Drive East, Horace, North Dakota 58047 (the “City”) (collectively, the “parties”).

RECITALS

WHEREAS, Seller desires to plat certain property, to be known as Sparks Addition to the City of Horace, Cass County, North Dakota (the “Development”), and is required to dedicate land in accordance with Section 17.8.10 of the Revised Ordinances of 2003 of the City of Horace (the “Ordinances”); and

WHEREAS, Seller agrees to dedicate certain portions of Seller’s property to the City and Park District as described further herein and the City agrees to purchase certain portions of Seller’s property in excess of the land dedication requirements, all subject to the terms and conditions contained in this Agreement.

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

AGREEMENT

1. **The Dedicated Property.** As part of the platting process, Seller must dedicate 9.68 acres of the Development to the City and/or Horace Park District in accordance with Section 17.8.10 of the Ordinances. To satisfy these dedication requirements, the City and Horace Park District accepted dedication of the following parcels:

Parcel 1: Horace Park District

Lot 1, Block 5, Sparks Addition to the City of Horace, Cass County, North Dakota. Parcel 1 contains 0.60 acres, more or less.

Parcel 2: City of Horace

Lot 18, Block 5, Sparks Addition to the City of Horace, Cass County, North Dakota. Parcel 2 contains 4.00 acres, more or less.

Parcel 3: Horace Park District

Lot 1, Block 6, Sparks Addition to the City of Horace, Cass County, North Dakota. Parcel 3 contains 2.93 acres, more or less.

Parcel 4: City of Horace

A portion of Lot 1, Block 7, Sparks Addition to the City of Horace, Cass County, North Dakota. Parcel 4 contains 2.15 acres, more or less.¹

¹ Lot 1, Block 7, Sparks Addition is 5.00 acres; however, upon calculating land dedication requirements, Seller is only required to dedicate 2.15 acres of this lot. The remaining 2.85 acres will be purchased by the City.

Total dedicated acres equal 9.68 acres; collectively, the “Dedicated Property.” Seller will transfer Lot 1, Block 5 and Lot 1, Block 6 via plat dedication.² Seller will transfer Lot 18, Block 5 to the City via warranty deed at the closing of Lot 1, Block 7.

2. **The Purchase Property.** In addition to the Dedicated Property, the City desires to purchase additional property. Seller agrees to sell and the City agrees to purchase the following described real property:

Parcel 4: City of Horace

The remaining portion of Lot 1, Block 7, Sparks Addition to the City of Horace, Cass County, North Dakota. The portion to be purchased contains 2.85 acres, more or less.

The “Purchase Property.” Seller will transfer the entirety of Lot 1, Block 7 to the City via warranty deed at closing.

3. **Purchase Price.** The City agrees to pay Seller Four Dollars (\$4.00) per square foot for the Purchase Property. The City will pay Seller a total purchase price of Four Hundred Ninety-Six Thousand Five Hundred Eighty-Four Dollars (\$496,584) (the “Purchase Price”) by check at closing. Seller further acknowledges the Purchase Price paid by the City under this Agreement represents full and final payment to Seller as compensation or damages regarding the Purchase Property; any buildings, structures, fixtures, personal property, or other items left on the Purchase Property. Seller is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule, regulation, or other legal authority.
4. **Fixtures, Structures, and Personal Property.** Unless otherwise agreed by the parties, any buildings, structures, fixtures, personal property, or other items left on the Purchase Property on the date of closing will automatically become the City’s property, without the need for any bill of sale or any other written instrument or agreement.
5. **Conditions for Lot 1, Block 7.** Seller is dedicating a portion (2.15 acres) and selling the remaining portion (2.85 acres) of Lot 1, Block 7, Sparks Addition to the City with the desire that the lot may be used to promote a public amenity to benefit the residents of the City, such as a city hall, recreation center, community center, hockey arena, public pool, performing arts center, or similar use. If the City finds a use but Seller disagrees, Seller must provide reasoning as to why the intended use is not acceptable. The parties will cooperate to resolve any disagreement.

If the parties are not able to find an acceptable use within five (5) years of the Effective Date of this Agreement, Seller has the option to purchase the lot for Three and 18/100ths Dollars (\$3.18) per square foot for the portion of the lot that was dedicated to the City, Four Dollars (\$4.00) per square foot for the portion of the lot that was purchased by the City, and reimbursement to the City for any special assessment payment made by the City in the five (5) year period. Seller shall provide written notice of its intent to exercise the option to purchase within the sixty (60) day window after the expiration of the five (5) year period,

² Seller is also transferring Lot 18, Block 4 to the City via plat dedication for a storm sewer pond. That dedication is not counted towards the land dedication requirements under Section 17.8.10 of the Ordinances so it is not included herein.

and shall close on the lot within one hundred and twenty (120) days after the expiration of the five (5) year period. If Seller does not provide written notice of its intent to exercise the option to purchase within sixty (60) days after the five (5) year option date,³ the City will have all rights to sell or keep the lot, at its sole discretion.

6. **City Hall.** The City shall build a new city hall on Lot 18, Block 5, or Lot 1, Block 7, Sparks Addition. The parties agree that the new city hall will be a minimum of twenty thousand (20,000) square feet, have at least two (2) stories, have glazing requirements of thirty percent (30%) for the sides facing Sparks Boulevard and 3rd Street South, and have twenty percent (20%) brick, stone, dryvit, or similar masonry products for the same sides – no vinyl siding.
7. **Infrastructure.** Infrastructure to be installed during the first phase of improvements for Sparks Addition will be north of Luther Avenue, and infrastructure will not be constructed south of Luther Avenue during the first phase (“Phase I”). In order to ensure that the City has permanent infrastructure constructed in advance of its construction of the new city hall, either Seller or the City can trigger the south expansion of 3rd Street and 4th Street and the platted portion of Sparks Boulevard (“Phase II”). Seller will provide civil engineering design for this Phase II expansion concurrently with the development of the design of Phase I so that the project is bid-ready whenever either party is ready.
8. **Special Assessment Deferral.** The City agrees to defer special assessments on Lots 1 and 2, Block 8, and Lot 19, Block 5, Sparks Addition that result from Sparks Addition Phase II improvements, for two (2) calendar years. The two (2) calendar year deferment period will commence following approval of the special assessment list by the City Council that contains these lots. The two (2) year deferment only applies to Lots 1 and 2, Block 8, and Lot 19, Block 5, Sparks Addition, regardless of ownership.

Special assessments resulting from Sparks Addition Phase II that are levied on Lots 1 and 2, Block 8, and Lot 19, Block 5, Sparks Addition, will be payable following the two (2) year deferment. The two (2) year deferral period will not affect the term of the repayment of any bonds issued for the improvements. (Example: The term of the bonds for the improvements is 25 years and the special assessments are payable over that 25 year term; the special assessments are certified in 2025, with payment beginning in 2026. The two (2) year deferral for Lots 1 and 2, Block 8, and Lot 19, Block 5, Sparks Addition, begins in 2026, thus the deferral would run through 2028. The first payment would be due in 2029 for these lots. Following the deferment period, the remaining term would be 23 years, therefore, the special assessments for those parcels will be payable over the 23 remaining years.)

9. **Letter of Credit Requirements.** Upon certification of the special assessments, the City agrees to reduce the principal amount of the Letter of Credit by the special assessment values on Lot 1, Block 5; Lot 18, Block 5; Lot 1, Block 6; Lot 1, Block 7; and Lot 18, Block 4.

³ For example, if the Effective Date is February 15, 2024, the five (5) year option date is February 15, 2029. Therefore, Seller would have sixty (60) days after February 15, 2029, to provide written notice of its intent to purchase the property.

10. **Closing and Possession.** Unless extended for purposes of correcting title or unless otherwise agreed by the parties, closing will occur on or before **March 14, 2024** (“Date of Closing”). At closing, Seller will execute and deliver to the City Warranty Deeds conveying good and marketable title to Lot 18, Block 5 and Lot 1, Block 7, Sparks Addition, free and clear of all mortgages, liens, or any other encumbrances. The parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at, or following the Date of Closing. Seller will deliver possession of these lots to the City at the Date of Closing.
11. **Access.** Prior to closing, the City will have immediate access to the Dedicated Property and the Purchase Property following the execution of this Agreement by Seller, and before closing, Seller authorizes the City, and its officers, agents, representatives, employees, and contractors, to enter upon and have access to the Dedicated Property and the Purchase Property.
12. **City Closing Costs.** The City will be responsible for the cost of preparing this Agreement, preparing the survey, updating the abstract, all costs related to title examination, preparing the Warranty Deeds, and recording the Warranty Deeds.
13. **Seller Closing Costs.** Seller will be responsible for any title correction that is required, costs of preparation of and recording expenses of all releases, satisfactions, and title corrective documents, and all costs associated with correcting title defects.
14. **Title Examination.** Within fourteen (14) days of Seller’s execution of this Agreement, Seller will furnish the City with a duly certified Abstract of Title to the Purchase Property continued to a recent date. If title to the Purchase Property, or any portion thereof, is unmarketable, Seller will cooperate with the City to clear any title defects and to render title marketable.
15. **Warranty of Title.** Seller warrants that Seller is the fee simple owner of the Purchase Property; that Seller has the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; that this Agreement does not violate any mortgage or other interest held by any third party regarding the Purchase Property, or any portion thereof; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Purchase Property, or any portion thereof; and that, as of closing, there will be no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Purchase Property, or any portion thereof. Seller will release, hold harmless, defend, and indemnify the City, and its officers, agents, representatives, employees, and contractors, from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects or related damages arising from title defects regarding the Purchase Property. Seller will not grant, sell, convey, or in any way encumber the Purchase Property prior to the parties’ closing.

16. **Representations and Warranties.** Seller represents and warrants to the City that:
- a. Seller, on the Date of Closing, will have complied with all of its obligations hereunder, unless such compliance has been waived in writing by the City, and all representations and warranties made hereunder will be true and correct on said date.
 - b. Seller is not a “foreign person” as defined in Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended.
 - c. On the Date of Closing, Seller will own the subject premises free and clear of all liens, charges, and encumbrances.
 - d. There are no underground wells, buried underground storage tanks as defined under North Dakota law, or private septic systems on, under, or upon the Purchase Property. The City may enter the Purchase Property at any date after the Effective Date to investigate and survey the Purchase Property for underground storage tanks or wells.
 - e. There are no hazardous materials contained on the Purchase Property. The City may enter the Purchase Property at any date after the Effective Date of this Agreement to investigate and survey the Purchase Property for hazardous material.
 - f. Seller agrees that the Purchase Property is not subject to any covenants impacting the City’s right to use the Purchase Property at the City’s sole discretion.

Seller hereby agrees that the truthfulness of each of said representations and warranties and all other representations and warranties herein made is a condition precedent to the performance by the City of its obligations.

17. **Breach of Representation or Warranty.** Upon the breach of any representation or warranty, the City may, prior to the Date of Closing, declare this Agreement to be null and void, or the City may elect to close this sale. If the City elects to declare this Agreement null and void in writing (citing the express breach by Seller), all money paid will be immediately refunded to the City and, upon such refund, neither party will have any further rights or obligations. All representations, warranties, and covenants of Seller will survive the Date of Closing. In the event any representation or warranty will be discovered to have been untrue as of the Date of Closing, Seller will indemnify, defend, and hold the City, its successors and assigns, harmless with respect to any loss, cost, expense, damage, or liability (including reasonable attorneys’ fees) arising out of or relating to said representation or warranty being untrue.
18. **Indemnification by Seller.** Seller will release, hold harmless, defend, and indemnify the City, and its officers, agents, representatives, employees, and contractors, from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects or related damages arising from title defects regarding the Purchase Property.
19. **Contingencies.** This Agreement is contingent upon recording of the Sparks Addition plat with the Cass County Recorder’s Office.

20. **Taxes and Special Assessments.** Except for any special assessments deferred pursuant to Section 8, Seller agrees to pay all real estate taxes and installments of special assessments or assessments for special improvements due, levied, or assessed for the year 2023 which are due and payable in the year 2024 and prior years. Taxes, special assessments, or assessments for special improvements for the year 2024 and all future years shall be paid by the City.
21. **Time is of the Essence.** Time is of the essence of each provision of this entire Agreement and of all the conditions contained herein.
22. **No Forbearance.** The failure or delay of either party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
23. **Notice.** Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to City: City of Horace
 P.O. Box 99
 Horace, ND 58047

If to Seller: Lee and Nancy Sparks, Trustees
 Lee and Nancy Sparks 2018 Living Trust
 621 Kearney St.
 Benicia, CA 94510

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

24. **Entire Agreement – Amendment.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein. Any modifications or amendments of this Agreement or waiver of any of its terms and conditions must be in writing and signed by both parties.
25. **Binding Effect.** All covenants, agreements, warranties, and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns, and will continue in force and effect and be binding after the Date of Closing and delivery of the Warranty Deed. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.

26. **Governing Law.** This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.
27. **Remedies.** Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties hereto under and pursuant to this Agreement.
28. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that provision or part will be deemed severed from this Agreement, and all remaining provisions and parts of this Agreement will remain binding and enforceable.
29. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
30. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the content of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
31. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
32. **Effective Date.** This Agreement becomes effective on the date of the last signature appearing below.

[Signatures appear on the following pages.]

SELLER:

Lee and Nancy Sparks 2018 Living Trust

By: _____
Lee Clinton Sparks, Trustee

By: _____
Nancy Virginia Sparks, Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public in and for said County and State, personally appeared Lee Clinton Sparks and Nancy Virginia Sparks, known to me to be the trustees of the Lee and Nancy Sparks 2018 Living Trust, and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the Lee and Nancy Sparks 2018 Living Trust.

(SEAL)

Notary Public, _____ County, ____



February 5th, 2024

Brenton Holper, City Administrator
City of Horace
215 Park Drive E
PO Box 99
Horace, ND 58047-0099
Via email: bholper@cityofhorace.com

RE: Water, Sewer, and Street ID No. 2022-1
Visto Industrial Additions Pavement
Horace, ND
ER22-00-021

Dear Brenton:

Attached please find the Certificate of Substantial Completion and Punchlist for work completed by All-Finish Concrete, Inc. regarding the above referenced project.

This office has prepared the attached and recommends that the City Council approve same. After the documents have been approved, they should be signed by the mayor and one (1) copy of the signature sheet returned to our Horace office for distribution. A copy should be kept for your records.

Should you have any questions or require any additional information regarding this matter, do not hesitate to contact me at (701) 532-0438.

Yours very truly,
INTERSTATE ENGINEERING, INC.

A handwritten signature in blue ink that reads 'James A. Dahlman'.

James A. Dahlman, PE

JD:iaj

Attachment

CC:
Key Contracting, Inc. (via email: tmartin@keycontracting.com)
City of Horace: (via email: finance@cityofhorace.com & Bpacht@cityofhorace.com)



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Horace	Owner's Contract No.:	Water, Sewer, and Street ID No. 2022-1
Contractor:	All Finish Concrete, Inc..	Contractor's Project No.:	
Engineer:	Interstate Engineering	Engineer's Project No.:	ER22-00-021
Project:	Visto Industrial Additions Pavement	Contract Name:	

This [preliminary] [final] Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

November 9, 2023

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.



The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None As follows

Amendments to Contractor's responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<p>EXECUTED BY ENGINEER:</p> <p>By: <u></u> (Authorized signature)</p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>1/4/2024</u></p>	<p>RECEIVED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>RECEIVED:</p> <p>By: <u></u> Contractor(Authorized Signature)</p> <p>Title: <u>VICE PRESIDENT</u></p> <p>Date: <u>1-31-2024</u></p>
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Project Punch List



Client Name: City of Horace
Project Name: Visto Industrial Additions Pavement
Project Location: Horace, ND
Date of List: 11/3/2023
Date List Given / Mailed / ~~Emailed / Faxed~~ to Contractor:
11/3/2023 By: EPL
date initials

IE Project No: ER22-00-021
Client Project No: Water, Sewer, Street ID 2022-1
Project Engineer: E. Larson
Project Observer: T. Anvik
Contractor: All Finish Concrete, Inc.

No.	Initials	Date	These items to be corrected before Final Walk-Through Inspection.
1.			Finish Aggregate Shouldering - consistent & compacted 4:1
2.			Sweep all pavement
3.			Clean out all Gate Valves and San. Manholes
4.			Finish A&L east driveway
5.			Clean up debris on site
6.			Seed/Hydromulch inslopes and ditches where damaged by equipment
7.			Place aggregate transition @ north end of 7th St. E.
8.			Remove temporary access road (from Prairie Scale to Access Point Technologies)
9.			Finish grade to all driveways installed via project
10.			Topsoil inslope of CR14 @ turn lane stub
11.			Fix cracked pavement slabs (Spring 2024)
12.			Lower GV @ 7th. / Industrial Dr. to grade
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			



February 5th, 2024

Brenton Holper, City Administrator
City of Horace
215 Park Drive E
PO Box 99
Horace, ND 58047-0099
Via email: bholper@cityofhorace.com

RE: WSSS ID 2022-6 & WSSS ID No. 2022-7
Southdale Farms Fourth Addition &
Southdale Farms Fifth Addition
Horace, ND
W21-00-178 & ER22-00-047

Dear Mr. Holper,

Attached please find Final Balancing Change Order No. 4 which reflects a net increase to the final contract amount of \$33,760.05 regarding the above referenced project.

This office has prepared the attached change order and recommends the City Council approve the same. After the change order has been approved, it should be signed by the Mayor and returned to our Horace office for distribution. A copy should be kept for your records.

Should you have any questions or require any additional information regarding this matter, do not hesitate to contact me at (701) 532-0438.

Yours Very Truly,

INTERSTATE ENGINEERING, INC.

James A. Dahlman, PE

JD/epl

Attachment

CC:

Dakota Underground, Co. (via email. jared@dakotaunderground.net)
City of Horace Finance (via email. finance@cityofhorace.com, bpacht@cityofhorace.com)





**CITY OF HORACE NORTH DAKOTA
CHANGE ORDER**

CHANGE ORDER NUMBER	4 - Final / Balancing
DATE	1/18/2024
SHEET # Attachments	1 of 10

CONTRACTOR	Dakota Underground, Co.	PROJECT	WSSS ID 2022-6 & WSSS ID 2022-7
ADDRESS	4001 15th Ave. NW	COUNTY/CITY	Southdale Farms Fourth Addition & Southdale Farms Fifth Addition
ADDRESS	Fargo, North Dakota 58102	TYPE OF WORK	Municipal Development
		ORIGINAL CONTRACT AMOUNT	\$14,647,211.92
		AMENDED CONTRACT AMOUNT*	\$14,292,273.04

*Includes CO1 - CO3

Item No.	Description	UNIT	Original Quantity	Balancing / Final Quantity	Unit Price	Increase Amount	Decrease Amount
BASE BID - SECTION 1 (SOUTHDALE FARMS FOURTH ADDITION)							
1	8" PVC SDR 35 Sewer Pipe	LF	4,238	4,289.00	\$ 70.00	\$ 3,570.00	\$ -
2	8" PVC SDR 26 Sewer Pipe	LF	1,034	1,035.00	\$ 90.00	\$ 90.00	\$ -
3	10" PVC SDR 35 Sewer Pipe	LF	1,523	1,524.00	\$ 85.00	\$ 85.00	\$ -
4	10" PVC SDR 26 Sewer Pipe	LF	384	384.00	\$ 105.00	\$ -	\$ -
5	12" PVC SDR 26 Sewer Pipe	LF	1,342	1,349.90	\$ 120.00	\$ 948.00	\$ -
6	8" X 4" Wye	EA	175	175.00	\$ 315.00	\$ -	\$ -
7	12" X 4" Wye	EA	28	28.00	\$ 725.00	\$ -	\$ -
8	Rock Excavation	CY	50	0.00	\$ 0.01	\$ -	\$ 0.50
9	Clean and Televis Sanitary Sewer Pipe	LF	8,521	8,581.90	\$ 3.00	\$ 182.70	\$ -
10	Concrete Manhole	VF	408	402.52	\$ 385.00	\$ -	\$ 2,109.80
11	Concrete Base	EA	20	19.00	\$ 3,000.00	\$ -	\$ 3,000.00
12	Manhole Casting and Cover	EA	22	22.00	\$ 1,600.00	\$ -	\$ -
13	Manhole Drop Structure	EA	2	3.00	\$ 12,000.00	\$ 12,000.00	\$ -
14	4" PVC Sewer Service Pipe	LF	10,182	10,182.10	\$ 27.00	\$ 2.70	\$ -
15	12" RCP Storm Sewer Pipe	LF	2,309	2,385.00	\$ 65.00	\$ 4,940.00	\$ -
16	15" RCP Storm Sewer Pipe	LF	708	655.00	\$ 70.00	\$ -	\$ 3,710.00
17	18" RCP Storm Sewer Pipe	LF	382	379.00	\$ 80.00	\$ -	\$ 240.00
18	30" RCP Storm Sewer Pipe	LF	414	414.60	\$ 150.00	\$ 90.00	\$ -
19	36" RCP Storm Sewer Pipe	LF	600	600.00	\$ 205.00	\$ -	\$ -
20	42" RCP Storm Sewer Pipe	LF	1,441	1,433.00	\$ 280.00	\$ -	\$ 2,240.00
21	48" RCP Storm Sewer Pipe	LF	217	218.60	\$ 362.00	\$ 579.20	\$ -
22	66" RCP Storm Sewer Pipe	LF	2,463	2,645.80	\$ 585.00	\$ 106,938.00	\$ -
23	66" RCP Storm Sewer Pipe - Tied	LF	247	72.00	\$ 640.00	\$ -	\$ 112,000.00
24	72" RCP Storm Sewer Pipe	LF	2,005	2,005.00	\$ 675.00	\$ -	\$ -
25	72" RCP Storm Sewer Pipe - Tied	LF	112	78.00	\$ 705.00	\$ -	\$ 23,970.00
26	Clean and Televis Storm Sewer Pipe	LF	10,782	10,886.00	\$ 3.00	\$ 312.00	\$ -
27	48" Concrete Storm Sewer Manhole	VF	28	27.62	\$ 460.00	\$ -	\$ 174.80
28	60" Concrete Storm Sewer Manhole	VF	61	43.39	\$ 655.00	\$ -	\$ 11,534.55
29	72" Concrete Storm Sewer Manhole	VF	58	64.20	\$ 945.00	\$ 5,859.00	\$ -
30	84" Concrete Storm Sewer Manhole	VF	16	23.50	\$ 1,330.00	\$ 9,975.00	\$ -
31	96" Concrete Storm Sewer Manhole	VF	70	39.30	\$ 1,666.00	\$ -	\$ 51,146.20
32	108" Concrete Storm Sewer Manhole	VF	54	89.90	\$ 2,370.00	\$ 84,822.30	\$ -
33	120" Concrete Storm Sewer Manhole	VF	22	22.83	\$ 2,825.00	\$ 988.75	\$ -
34	132" Concrete Storm Sewer Manhole	VF	33	33.30	\$ 3,980.00	\$ 1,194.00	\$ -
35	64" Concrete Storm Sewer Manhole Base	EA	5	5.00	\$ 2,100.00	\$ -	\$ -
36	78" Concrete Storm Sewer Manhole Base	EA	7	5.00	\$ 3,200.00	\$ -	\$ 6,400.00
37	92" Concrete Storm Sewer Manhole Base	EA	7	8.00	\$ 4,400.00	\$ 4,400.00	\$ -
38	106" Concrete Storm Sewer Manhole Base	EA	2	3.00	\$ 5,600.00	\$ 5,600.00	\$ -
39	120" Concrete Storm Sewer Manhole Base	EA	7	4.00	\$ 6,100.00	\$ -	\$ 18,300.00
40	134" Concrete Storm Sewer Manhole Base	EA	6	8.00	\$ 13,000.00	\$ 26,000.00	\$ -
41	148" Concrete Storm Sewer Manhole Base	EA	1	2.00	\$ 17,000.00	\$ 17,000.00	\$ -
42	160" Concrete Storm Sewer Manhole Base	EA	3	3.00	\$ 25,000.00	\$ -	\$ -
43	Storm Sewer Manhole Casting and Cover	EA	38	38.00	\$ 950.00	\$ -	\$ -
44	Type II Inlet	EA	49	49.00	\$ 5,450.00	\$ -	\$ -
45	Area Inlet	EA	16	16.00	\$ 3,400.00	\$ -	\$ -
46	36" to 12" Cast in Place Collar	EA	1	1.00	\$ 4,000.00	\$ -	\$ -
47	15" Flap Gate	EA	2	2.00	\$ 2,500.00	\$ -	\$ -
48	72" Sluice Gate	EA	0	0.00	\$ 30,000.00	\$ -	\$ -
49	66" RCP FES w/ Grate	EA	1	1.00	\$ 15,000.00	\$ -	\$ -
50	72" RCP FES w/ Grate	EA	1	1.00	\$ 17,000.00	\$ -	\$ -
51	Sluice Gate and Weir Wall Manhole (MHST 100)	LSUM	1	1.00	\$ 75,000.00	\$ -	\$ -
52	Weir Wall Manhole (MHST 109)	LSUM	1	1.00	\$ 56,000.00	\$ -	\$ -
53	Sluice Gate and Weir Wall Manhole (MHST 118)	LSUM	1	1.00	\$ 79,000.00	\$ -	\$ -
54	1" HDPE Water Service	LF	10,027	10,027.00	\$ 20.00	\$ -	\$ -
55	1" Curb Stop and Box	EA	203	203.00	\$ 430.00	\$ -	\$ -
56	1" Corporation Stop	EA	203	203.00	\$ 315.00	\$ -	\$ -
57	6" PVC Pipe Watermain	LF	210	257.00	\$ 43.00	\$ 2,021.00	\$ -
58	8" PVC Pipe Watermain	LF	9,822	9,508.60	\$ 50.00	\$ -	\$ 15,670.00
59	6" Gate Valve and Box	EA	18	19.00	\$ 1,975.00	\$ 1,975.00	\$ -
60	8" Gate Valve and Box	EA	37	37.00	\$ 2,875.00	\$ -	\$ -
61	6" Fire Hydrant	EA	18	19.00	\$ 6,300.00	\$ 6,300.00	\$ -
62	Ductile Iron Fittings	LBS	4,238	3,843.00	\$ 11.00	\$ -	\$ 4,345.00
63	Connection to Existing Watermain	EA	4	4.00	\$ 1,500.00	\$ -	\$ -
64	Mobilization	LSUM	1	1.00	\$ 25,000.00	\$ -	\$ -
65	Dewatering	LSUM	1	1.00	\$ 25,000.00	\$ -	\$ -

66	Unclassified Excavation (P)	CY	27,120	27,120.00	\$ 6.00	\$ -	\$ -
67	Borrow (P)	CY	80,602	80,602.00	\$ 15.00	\$ -	\$ -
68	Subgrade Preparation (P)	SY	32,553	32,553.00	\$ 3.00	\$ -	\$ -
69	Topsoil Stripping (P)	CY	57,205	57,205.00	\$ 2.00	\$ -	\$ -
70	Topsoil (P)	CY	24,140	24,140.00	\$ 4.00	\$ -	\$ -
71	Aggregate Base Course CL5	CY	6,942	6,942.00	\$ 60.00	\$ -	\$ -
72	FAA 43 Hot Bituminous Pavement	TON	6,328	6,329.01	\$ 84.00	\$ 84.84	\$ -
73	PG58S-28 Asphalt Cement	TON	412	277.34	\$ 1.10	\$ -	\$ 148.13
74	Tack Coat	GAL	1266	1,266.00	\$ 3.20	\$ -	\$ -
75	8IN Non-Reinforced Concrete Pvmnt CL AE Doweled	SY	142	552.00	\$ 130.00	\$ 53,300.00	\$ -
76	Curb and Gutter	LF	110	210.00	\$ 30.00	\$ 3,000.00	\$ -
77	Mountable Curb and Gutter	LF	16,990	17,366.00	\$ 20.00	\$ 7,520.00	\$ -
78	Geosynthetic Material Type R1 (P)	SY	35,420	35,420.00	\$ 3.50	\$ -	\$ -
79	4" PVC Perforated Pipe	LF	16,954	16,954.00	\$ 7.00	\$ -	\$ -
80	Sump Pump Service Line	EA	203	203.00	\$ 500.00	\$ -	\$ -
81	Sidewalk Concrete 5IN Reinforced - Extension	SY	974	937.20	\$ 60.00	\$ -	\$ 2,208.00
82	Sidewalk Concrete 5IN Reinforced	SY	7,206	7,087.00	\$ 60.00	\$ -	\$ 7,140.00
83	Colored Concrete	SY	22	16.50	\$ 190.00	\$ -	\$ 1,045.00
84	Raised Crosswalk	EA	3	3.00	\$ 11,000.00	\$ -	\$ -
85	Removal of Concrete	SY	461	353.24	\$ 20.00	\$ -	\$ 2,155.20
86	Removal of Curb and Gutter	LF	170	160.00	\$ 10.00	\$ -	\$ 100.00
87	Removal of Trees All Types and Sizes	EA	23	23.00	\$ 700.00	\$ -	\$ -
88	Construction Traffic Control	LSUM	1	1.00	\$ 2,600.00	\$ -	\$ -
89	Vehicle Tracking Pad	EA	1	0.00	\$ 0.01	\$ -	\$ 0.01
90	Inlet Protection	EA	64	65.00	\$ 135.00	\$ 135.00	\$ -
91	Rock Riprap	CY	218	218.00	\$ 150.00	\$ -	\$ -
92	Fiber Rolls 12IN	LF	1,880	0.00	\$ 2.45	\$ -	\$ 4,606.00
93	Remove Fiber Rolls 12IN	LF	1,880	0.00	\$ 0.55	\$ -	\$ 1,034.00
94	Silt Fence Unsupported	LF	300	0.00	\$ 3.20	\$ -	\$ 960.00
95	Remove Silt Fence Unsupported	LF	300	0.00	\$ 1.10	\$ -	\$ 330.00
96	Seeding (P)	ACRE	35	35.57	\$ 1,200.00	\$ 348.00	\$ -
97	Hydromulch (P)	ACRE	8	7.79	\$ 1,970.00	\$ 571.30	\$ -
98	Straw Mulch (P)	ACRE	28	27.78	\$ 325.00	\$ -	\$ -
99	Flat Sheet for Signs-Type XI Refl Sheeting	SF	212	212.00	\$ 24.00	\$ -	\$ -
100	Flat Sheet for Signs-Type IV Refl Sheeting	SF	84	84.00	\$ 22.00	\$ -	\$ -
101	Steel Galv Posts-Telescoping Perforated Tube	LF	583	543.00	\$ 23.00	\$ -	\$ 920.00
102	Reset Sign Panel	EA	9	11.00	\$ 22.00	\$ 44.00	\$ -
103	Reset Sign Support	EA	9	11.00	\$ 90.00	\$ 180.00	\$ -
104	Flashing Beacon	EA	2	2.00	\$ 18,000.00	\$ -	\$ -
105	Detectable Warning Panel	SF	750	850.00	\$ 55.00	\$ 5,500.00	\$ -
106	Pvmnt Mk Painted 24IN Line	LF	360	228.00	\$ 27.00	\$ -	\$ 3,564.00
107	5FT Concrete Base	EA	49	49.00	\$ 660.00	\$ -	\$ -
108	1-1/2in Innerduct Installed	LF	7,100	7,100.00	\$ 4.40	\$ -	\$ -
109	#6 USE Cu. Conductor	LF	21,300	21,300.00	\$ 2.20	\$ -	\$ -
110	Type A Pole & Luminaire	EA	51	51.00	\$ 3,800.00	\$ -	\$ -
111	Feedpoint	EA	1	1.00	\$ 13,700.00	\$ -	\$ -
112	In Ground Junction Point	EA	7	7.00	\$ 880.00	\$ -	\$ -
113	Lift Station Electrical	LSUM	1	1.00	\$ 26,000.00	\$ -	\$ -
114	Sump Manhole Lift Station (MHST 108)	LSUM	1	1.00	\$ 95,000.00	\$ -	\$ -
115	Mailbox Cluster - 12 Unit	EA	16	16.00	\$ 2,500.00	\$ -	\$ -
116	Mailbox Cluster - 16 Unit	EA	2	2.00	\$ 2,700.00	\$ -	\$ -
117	Storm Pond 3 Miscellaneous Work Items	LSUM	1	1.00	\$ 50,000.00	\$ -	\$ -
118	Haul Road Maintenance and Restoration	LSUM	1	0.00	\$ 15,000.00	\$ -	\$ 15,000.00
119	Testing Laboratory Services	LSUM	1	0.99	\$ 30,000.00	\$ -	\$ 307.50
CHANGE ORDER 1							
120	Street Light Removal	LSUM	1	1.00	\$ 1,280.00	\$ -	\$ -
121	Unit Price Decrease - Section 1, Bid Item 67	CY	78,327	78,327.00	\$ (3.00)	\$ -	\$ -
CHANGE ORDER 2							
122	Mobilization and Cost Adjustment	LSUM	1	1.00	\$ 35,000.00	\$ -	\$ -
123	Locking Manhole Lid Alternative	LSUM	1	1.00	\$ 3,534.62	\$ -	\$ -
124	Stainless Steel Flap Gate Alternative	LSUM	1	1.00	\$ 13,852.18	\$ -	\$ -
125	CDF Pipe Cradle Alternative	LSUM	1	1.00	\$ 25,142.27	\$ -	\$ -
126	Mud Mat Alternative	LSUM	1	1.00	\$ 5,161.47	\$ -	\$ -
CHANGE ORDER 3							
127	#4 THW Cu Conductor	LSUM	1	1.00	\$ 1,344.00	\$ -	\$ -

Item No.	Description	UNIT	Original Quantity	Balancing / Final Quantity	Unit Price	Increase Amount	Decrease Amount
BASE BID - SECTION 2 (POCKET PARK)							
1	Mobilization	LSUM	1	1.00	\$ 1,000.00	\$ -	\$ -
2	Borrow (P)	CY	538	633.00	\$ 10.00	\$ 950.00	\$ -
3	Topsoil Stripping (P)	CY	2,176	2,176.00	\$ 3.00	\$ -	\$ -
4	Topsoil (P)	CY	1,217	1,217.00	\$ 4.00	\$ -	\$ -
5	Sidewalk Concrete 5IN Reinforced	SY	273	276.50	\$ 70.00	\$ 245.00	\$ -
6	Construction Traffic Control	LSUM	1	1.00	\$ 1,000.00	\$ -	\$ -
7	Fiber Rolls 12IN	LF	180	141.00	\$ 2.45	\$ -	\$ 95.55
8	Remove Fiber Rolls 12IN	LF	180	141.00	\$ 0.55	\$ -	\$ 21.45
9	Seeding (P)	ACRE	0	0.49	\$ 3,300.00	\$ 1,452.00	\$ -
10	Hydromulch (P)	ACRE	0	0.49	\$ 3,300.00	\$ 1,452.00	\$ -
11	Flat Sheet for Signs-Type XI Refl Sheeting	SF	17	17.00	\$ 25.00	\$ -	\$ -
12	Steel Galv Posts-Telescoping Perforated Tube	LF	31	31.00	\$ 23.00	\$ -	\$ -
13	Detectable Warning Panel	SF	9	9.00	\$ 55.00	\$ -	\$ -
14	Playground Sidewalk	LF	256	308.00	\$ 70.00	\$ 3,640.00	\$ -

15	Stormwater Collection Piping	LSUM	1	1.00	\$ 14,000.00	\$ -	\$ -
16	Testing Laboratory Services	LSUM	1	0.23	\$ 2,000.00	\$ -	\$ 1,532.00

Item No.	Description	UNIT	Original Quantity	Balancing / Final Quantity	Unit Price	Increase Amount	Decrease Amount
BASE BID - SECTION 3 (SOUTHDALE FARMS FIFTH ADDITION)							
1	8" PVC SDR 35 Sewer Pipe	LF	652	653.00	\$ 125.00	\$ 125.00	\$ -
2	8" PVC SDR 26 Sewer Pipe	LF	408	0.00	\$ 155.00	\$ -	\$ 63,240.00
3	10" PVC SDR 26 Sewer Pipe	LF	0	0.00	\$ 190.00	\$ -	\$ -
4	8" X 4" Wye	EA	34	34.00	\$ 1,125.00	\$ -	\$ -
5	Rock Excavation	CY	50	0.00	\$ 0.01	\$ -	\$ 0.50
6	Clean and Televise Sanitary Sewer Pipe	LF	1,665	1,653.00	\$ 3.00	\$ -	\$ 36.00
7	Concrete Manhole	VF	96	94.19	\$ 425.00	\$ -	\$ 769.25
8	Concrete Base	EA	6	6.00	\$ 5,000.00	\$ -	\$ -
9	Manhole Casting and Cover	EA	6	6.00	\$ 1,620.00	\$ -	\$ -
10	4" PVC Sewer Service Pipe	LF	1,683	1,682.00	\$ 30.00	\$ -	\$ 30.00
11	12" RCP Storm Sewer Pipe	LF	402	420.00	\$ 65.00	\$ 1,170.00	\$ -
12	15" RCP Storm Sewer Pipe	LF	391	391.00	\$ 70.00	\$ -	\$ -
13	18" RCP Storm Sewer Pipe	LF	140	140.00	\$ 80.00	\$ -	\$ -
14	21" RCP Storm Sewer Pipe	LF	30	30.00	\$ 90.00	\$ -	\$ -
15	27" RCP Storm Sewer Pipe	LF	94	94.00	\$ 135.00	\$ -	\$ -
16	33" RCP Storm Sewer Pipe	LF	626	626.00	\$ 185.00	\$ -	\$ -
17	36" RCP Storm Sewer Pipe	LF	246	246.00	\$ 205.00	\$ -	\$ -
18	42" RCP Storm Sewer Pipe	LF	610	618.00	\$ 280.00	\$ 2,240.00	\$ -
19	Clean and Televise Storm Sewer Pipe	LF	2,539	2,565.00	\$ 4.00	\$ 104.00	\$ -
20	42" Manhole Tee	EA	1	1.00	\$ 9,600.00	\$ -	\$ -
21	60" Concrete Storm Sewer Manhole	VF	25	25.15	\$ 660.00	\$ 99.00	\$ -
22	72" Concrete Storm Sewer Manhole	VF	20	19.58	\$ 825.00	\$ -	\$ 346.50
23	84" Concrete Storm Sewer Manhole	VF	21	21.22	\$ 1,300.00	\$ 286.00	\$ -
24	78" Concrete Storm Sewer Manhole Base	EA	3	3.00	\$ 3,200.00	\$ -	\$ -
25	92" Concrete Storm Sewer Manhole Base	EA	2	2.00	\$ 4,400.00	\$ -	\$ -
26	106" Concrete Storm Sewer Manhole Base	EA	2	2.00	\$ 5,500.00	\$ -	\$ -
27	Storm Sewer Manhole Casting and Cover	EA	7	7.00	\$ 950.00	\$ -	\$ -
28	Type II Inlet	EA	6	6.00	\$ 5,100.00	\$ -	\$ -
29	Area Inlet	EA	3	3.00	\$ 3,400.00	\$ -	\$ -
30	1" HDPE Water Service	LF	1,759	1,759.00	\$ 24.00	\$ -	\$ -
31	1" Curb Stop and Box	EA	34	34.00	\$ 430.00	\$ -	\$ -
32	1" Corporation Stop	EA	34	34.00	\$ 315.00	\$ -	\$ -
33	6" PVC Pipe Watermain	LF	20	20.00	\$ 44.00	\$ -	\$ -
34	8" PVC Pipe Watermain	LF	786	861.00	\$ 60.00	\$ 4,500.00	\$ -
35	6" Gate Valve and Box	EA	3	2.00	\$ 1,975.00	\$ -	\$ 1,975.00
36	8" Gate Valve and Box	EA	1	1.00	\$ 2,875.00	\$ -	\$ -
37	6" Fire Hydrant	EA	3	2.00	\$ 6,625.00	\$ -	\$ 6,625.00
38	Ductile Iron Fittings	LBS	339	328.00	\$ 11.00	\$ -	\$ 121.00
39	Connection to Existing Watermain	EA	4	3.00	\$ 1,500.00	\$ -	\$ 1,500.00
40	Mobilization	LSUM	1	1.00	\$ 50,000.00	\$ -	\$ -
41	Dewatering	LSUM	1	1.00	\$ 300,000.00	\$ -	\$ -
42	Unclassified Excavation (P)	CY	1,319	1,319.00	\$ 8.00	\$ -	\$ -
43	Subgrade Preparation (P)	SY	4,886	4,886.00	\$ 3.00	\$ -	\$ -
44	Topsoil Stripping (P)	CY	11,554	11,554.00	\$ 2.00	\$ -	\$ -
45	Topsoil (P)	CY	3,957	3,957.00	\$ 4.00	\$ -	\$ -
46	Aggregate Base Course CL5	CY	1,100	1,181.69	\$ 60.00	\$ 4,901.40	\$ -
47	FAA 43 Hot Bituminous Pavement	TON	973	1,050.98	\$ 92.00	\$ 7,174.16	\$ -
48	PG58S-28 Asphalt Cement	TON	63	47.82	\$ 1.10	\$ -	\$ 16.70
49	Tack Coat	GAL	194	312.00	\$ 3.20	\$ 377.60	\$ -
50	Mountable Curb and Gutter	LF	2,611	2,562.00	\$ 20.00	\$ -	\$ 980.00
51	Geosynthetic Material Type R1 (P)	SY	5,301	5,301.00	\$ 3.50	\$ -	\$ -
52	4" PVC Perforated Pipe	LF	2,611	2,562.00	\$ 7.00	\$ -	\$ 343.00
53	Sump Pump Service Line	EA	34	34.00	\$ 500.00	\$ -	\$ -
54	Sidewalk Concrete 5IN Reinforced	SY	451	536.60	\$ 60.00	\$ 5,136.00	\$ -
55	Construction Traffic Control	LSUM	1	1.00	\$ 1,000.00	\$ -	\$ -
56	Vehicle Tracking Pad	EA	1	0.00	\$ 0.01	\$ -	\$ 0.01
57	Inlet Protection	EA	10	10.00	\$ 135.00	\$ -	\$ -
58	Fiber Rolls 12IN	LF	510	0.00	\$ 2.45	\$ -	\$ 1,249.50
59	Remove Fiber Rolls 12IN	LF	510	0.00	\$ 0.55	\$ -	\$ 280.50
60	Silt Fence Unsupported	LF	300	0.00	\$ 3.20	\$ -	\$ 960.00
61	Remove Silt Fence Unsupported	LF	300	0.00	\$ 1.10	\$ -	\$ 330.00
62	Seeding (P)	ACRE	6	6.00	\$ 1,200.00	\$ -	\$ -
63	Hydromulch (P)	ACRE	1	1.00	\$ 1,970.00	\$ -	\$ -
64	Straw Mulch (P)	ACRE	5	5.00	\$ 325.00	\$ -	\$ -
65	Flat Sheet for Signs-Type XI Refl Sheeting	SF	26	26.00	\$ 25.00	\$ -	\$ -
66	Flat Sheet for Signs-Type IV Refl Sheeting	SF	8	8.00	\$ 22.00	\$ -	\$ -
67	Steel Galv Posts-Telescoping Perforated Tube	LF	132	54.00	\$ 23.00	\$ -	\$ 1,794.00
68	Detectable Warning Panel	SF	72	72.00	\$ 55.00	\$ -	\$ -
69	5FT Concrete Base	EA	7	7.00	\$ 660.00	\$ -	\$ -
70	1-1/2in Innerduct Installed	LF	900	900.00	\$ 5.50	\$ -	\$ -
71	#6 USE Cu. Conductor	LF	2,700	2,700.00	\$ 2.20	\$ -	\$ -
72	Type A Pole & Luminaire	EA	9	9.00	\$ 3,800.00	\$ -	\$ -
73	In Ground Junction Point	EA	1	1.00	\$ 880.00	\$ -	\$ -
74	Mailbox Cluster - 12 Unit	EA	3	3.00	\$ 2,500.00	\$ -	\$ -
75	Testing Laboratory Services	LSUM	1	0.69	\$ 10,000.00	\$ -	\$ 3,145.75
CHANGE ORDER 2							
76	8" PVC SDR 35 Sewer Pipe	LF	280	674.50	\$ 70.00	\$ 27,615.00	\$ -


77	10" PVC SDR 35 Sewer Pipe	LF	325	325.50	\$ 85.00	\$	42.50	\$	-
78	Manhole Drop Structure	EA	1	1.00	\$ 12,000.00	\$	-	\$	-
79	Removal of Asphalt Pavement	SY	500	110.00	\$ 10.00	\$	-	\$	3,900.00
80	Removal of Curb and Gutter	LF	120	60.00	\$ 10.00	\$	-	\$	600.00
81	Temporary Water	LSUM	1	0.00	\$ 10,000.00	\$	-	\$	10,000.00
82	Unit Price Decrease - Section 3, Bid Item 1	LF	652	653.00	\$ (55.00)	\$	(55.00)	\$	-
83	Unit Price Decrease - Section 3, Bid Item 40	LSUM	1	1.00	\$ (25,000.00)	\$	-	\$	-
84	Unit Price Decrease - Section 3, Bid Item 41	LSUM	1	1.00	\$ (275,000.00)	\$	-	\$	-
85	Traffic Control for 70th Ave. Closure	LSUM	1	1.00	\$ 1,281.00	\$	-	\$	-
86	Mobilization	LSUM	1	1.00	\$ 10,000.00	\$	-	\$	-

CHANGE ORDER 3									
53	HDPE Watermain Lowerings	LSUM	1	1.00	\$ 51,572.32	\$	-	\$	-
54	Water Service Lowerings	LSUM	1	1.00	\$ 10,052.96	\$	-	\$	-

Increase or Decrease this Change Order _____						SECTION 1	\$ 366,555.79	\$ 294,358.69
						SECTION 2	\$ 7,739.00	\$ 1,649.00
						SECTION 3	\$ 53,715.66	\$ 98,242.71
Net Increase or Decrease to Final Contract \$ 33,760.05						TOTALS	\$ 428,010.45	\$ 394,250.40

EXPLANATION OF CHANGE IN PLAN RECOMMENDED (Attach additional sheets if necessary)

See the attached sheet for the various line items explanations.
The costs shown shall include all labor, materials and costs known or unknown to complete the above described work.

PROJECT ENGINEER		DATE	1/22/2024	CONTRACTOR	Jared Heller, PE	DATE	1/18/2024
CITY OF HORACE		DATE		INDEX	N/A	DATE	
OTHER	N/A	DATE		OTHER	N/A	DATE	

NA (Not Applicable) should be noted in the signature blocks where signatures are not required.

Explanation of Changes - Change Order 4 Final/Balancing

City of Horace, North Dakota
 Project: WSSS ID 2022-6 & WSSS ID 2022-7
 Southdale Farms Fourth Addition & Southdale Farms Fifth Addition
 Contractor: Dakota Underground, Co.
 By: Interstate Engineering, Inc. - January, 2024

Liquidated Damages Assesed Against Contractor: \$0.00
 Original Contract Amount: \$14,647,211.92
 Amended Contract Amount: \$14,292,273.04
 Change Orders to Date 1-3
 Final Contract Amount: \$14,326,033.09

Item No.	Description	Unit	Original/ Amended Quantity	Balancing/ Final Quantity	Justification
BASE BID - SECTION 1 (SOUTHDALE FARMS FOURTH ADDITION)					
1	8" PVC SDR 35 Sewer Pipe	LF	4238	4289	ok
2	8" PVC SDR 26 Sewer Pipe	LF	1034	1035	ok
3	10" PVC SDR 35 Sewer Pipe	LF	1523	1524	ok
4	10" PVC SDR 26 Sewer Pipe	LF	384	384	ok
5	12" PVC SDR 26 Sewer Pipe	LF	1342	1349.9	
6	8" X 4" Wye	EA	175	175	ok
7	12" X 4" Wye	EA	28	28	ok
8	Rock Excavation	CY	50	0	Not Used
9	Clean and Televis Sanitary Sewer Pipe	LF	8521	8581.9	ok
10	Concrete Manhole	VF	408	402.52	Underrun due to Cul-de-sac SAS raising
11	Concrete Base	EA	20	19	Underrun due to MH 14 modification to Drop Structure
12	Manhole Casting and Cover	EA	22	22	ok
13	Manhole Drop Structure	EA	2	3	Overrun due to MH 14 modification to Drop Structure
14	4" PVC Sewer Service Pipe	LF	10182	10182.1	ok
15	12" RCP Storm Sewer Pipe	LF	2309	2385	Overrun due to incorrect plan quantity
16	15" RCP Storm Sewer Pipe	LF	708	655	Underrun due to incorrect plan quantity. Additional 22 LF was installed on north stub of MHST 117.
17	18" RCP Storm Sewer Pipe	LF	382	379	Underrun due to incorrect plan quantity.
18	30" RCP Storm Sewer Pipe	LF	414	414.6	Overrun due to incorrect plan quantity
19	36" RCP Storm Sewer Pipe	LF	600	600	ok
20	42" RCP Storm Sewer Pipe	LF	1441	1433	Underrun due to incorrect plan quantity.
21	48" RCP Storm Sewer Pipe	LF	217	218.6	Overrun due to incorrect plan quantity
22	66" RCP Storm Sewer Pipe	LF	2463	2645.8	Overrun due to incorrect plan quantity. Additional 175 LF was installed in place of 66" -tied pipe from MHST 100 to Pond 3.
23	66" RCP Storm Sewer Pipe - Tied	LF	247	72	Underrun due to installation of 175 LF untied 66" pipe, originally proposed to be tied, from MHST 100 to Pond 3.
24	72" RCP Storm Sewer Pipe	LF	2005	2005	ok
25	72" RCP Storm Sewer Pipe - Tied	LF	112	78	Underrun due to incorrect plan quantity.
26	Clean and Televis Storm Sewer Pipe	LF	10782	10886	Overrun due to incorrect plan quantity
27	48" Concrete Storm Sewer Manhole	VF	28	27.62	Under run due to incorrect plan quantity.
28	60" Concrete Storm Sewer Manhole	VF	61	43.39	MHST 9, originally estimated to be 60", upsized to 72" per Shop Drawings. MHST 13, originally estimated to be 60", upsized to 84" per Shop Drawings.
29	72" Concrete Storm Sewer Manhole	VF	58	64.2	MHST 9, originally estimated to be 60", upsized to 72" per Shop Drawings.

30	84" Concrete Storm Sewer Manhole	VF	16	23.5	MHST 13, originally estimated to be 60", upsized to 84" per Shop Drawings.
31	96" Concrete Storm Sewer Manhole	VF	70	39.3	Underrun due to incorrect plan quantity.
32	108" Concrete Storm Sewer Manhole	VF	54.11	89.9	Overrun due to incorrect plan quantity. MHST 117, originally estimated to be 108", upsized to 120" per Shop Drawings.
33	120" Concrete Storm Sewer Manhole	VF	22.48	22.83	Overrun due to incorrect plan quantity. MHST 117, originally estimated to be 108", upsized to 120" per Shop Drawings.
34	132" Concrete Storm Sewer Manhole	VF	33	33.3	ok
35	64" Concrete Storm Sewer Manhole Base	EA	5	5	ok
36	78" Concrete Storm Sewer Manhole Base	EA	7	5	MHST 9 base, originally estimated to be 78", upsized to 92" per Shop Drawings. MHST 13 base, originally estimated to be 92", upsized to 106" per Shop Drawings.
37	92" Concrete Storm Sewer Manhole Base	EA	7	8	MHST 9 base, originally estimated to be 78", upsized to 92" per Shop Drawings.
38	106" Concrete Storm Sewer Manhole Base	EA	2	3	MHST 13 base, originally estimated to be 96", upsized to 106" per Shop Drawings.
39	120" Concrete Storm Sewer Manhole Base	EA	7	4	Under run due to incorrect plan quantity.
40	134" Concrete Storm Sewer Manhole Base	EA	6	8	Overrun due to incorrect plan quantity. MHST 117 base, originally estimated to be 134", upsized to 148" per Shop Drawings.
41	148" Concrete Storm Sewer Manhole Base	EA	1	2	Overrun due to incorrect plan quantity. MHST 117 base, originally estimated to be 134", upsized to 148" per Shop Drawings.
42	160" Concrete Storm Sewer Manhole Base	EA	3	3	ok
43	Storm Sewer Manhole Casting and Cover	EA	38	38	ok
44	Type II Inlet	EA	49	49	ok
45	Area Inlet	EA	16	16	ok
46	36" to 12" Cast in Place Collar	EA	1	1	ok
47	15" Flap Gate	EA	2	2	ok
48	72" Sluice Gate	EA	0	0	ok
49	66" RCP FES w/ Grate	EA	1	1	ok
50	72" RCP FES w/ Grate	EA	1	1	ok
51	Sluice Gate and Weir Wall Manhole (MHST 100)	LSUM	1	1	ok
52	Weir Wall Manhole (MHST 109)	LSUM	1	1	ok
53	Sluice Gate and Weir Wall Manhole (MHST 118)	LSUM	1	1	ok
54	1" HDPE Water Service	LF	10027	10027	ok
55	1" Curb Stop and Box	EA	203	203	ok
56	1" Corporation Stop	EA	203	203	ok
57	6" PVC Pipe Watermain	LF	210	257	Overrun due to additional flushing hydrant @ south end of Samuel St. and incorrect plan quantity
58	8" PVC Pipe Watermain	LF	9822	9508.6	Underrun due to deletion of watermain along Christianson Blvd
59	6" Gate Valve and Box	EA	18	19	Overrun due to additional flushing hydrant @ south end of Samuel St.
60	8" Gate Valve and Box	EA	37	37	ok
61	6" Fire Hydrant	EA	18	19	Overrun due to additional flushing hydrant @ south end of Samuel St.
62	Ductile Iron Fittings	LBS	4238	3843	Underrun due to deletion of watermain along Christianson Blvd
63	Connection to Existing Watermain	EA	4	4	ok
64	Mobilization	LSUM	1	1	ok
65	Dewatering	LSUM	1	1	ok
66	Unclassified Excavation (P)	CY	27120	27120	ok
67	Borrow (P)	CY	80602	80602	ok
68	Subgrade Preparation (P)	SY	32553	32553	ok
69	Topsoil Stripping (P)	CY	57205	57205	ok
70	Topsoil (P)	CY	24140	24140	ok
71	Aggregate Base Course CL5	CY	6942	6942	ok
72	FAA 43 Hot Bituminous Pavement	TON	6328	6329.01	Overrun due to standard construction deviation. Paid as measured in the Field.
73	PG58S-28 Asphalt Cement	TON	412	277.34	Underrun due to actual mix design oil percentage being lower than the plan estimate of 6.5%
74	Tack Coat	GAL	1266	1266	ok

75	8IN Non-Reinforced Concrete Pvmt CL AE Doweled	SY	142	552	Overrun due to larger than estimated removal/replacement section of existing Christianson Blvd being required for installation of the storm sewer
76	Curb and Gutter	LF	110	210	Overrun due to larger than estimated removal/replacement section of existing Christianson Blvd being required for installation of the storm sewer
77	Mountable Curb and Gutter	LF	16990	17366	Overrun due to curb and gutter replacement in front of sidewalk extension ramp transitions
78	Geosynthetic Material Type R1 (P)	SY	35420	35420	ok
79	4" PVC Perforated Pipe	LF	16954	16954	ok
80	Sump Pump Service Line	EA	203	203	ok
81	Sidewalk Concrete 5IN Reinforced - Extension	SY	974	937.2	Underrun due to standard construction deviation. Paid as measured in the Field.
82	Sidewalk Concrete 5IN Reinforced	SY	7206	7087	Underrun due to standard construction deviation. Paid as measured in the Field.
83	Colored Concrete	SY	22	16.5	Underrun due to standard construction deviation. Paid as measured in the Field.
84	Raised Crosswalk	EA	3	3	ok
85	Removal of Concrete	SY	461	353.24	Underrun due to standard construction deviation. Paid as measured in the Field.
86	Removal of Curb and Gutter	LF	170	160	Underrun due to standard construction deviation. Paid as measured in the Field.
87	Removal of Trees All Types and Sizes	EA	23	23	ok
88	Construction Traffic Control	LSUM	1	1	ok
89	Vehicle Tracking Pad	EA	1	0	Not Used
90	Inlet Protection	EA	64	65	Overrun due to incorrect plan quantity
91	Rock Riprap	CY	218	218	ok
92	Fiber Rolls 12IN	LF	1880	0	Not Used
93	Remove Fiber Rolls 12IN	LF	1880	0	Not Used
94	Silt Fence Unsupported	LF	300	0	Not Used
95	Remove Silt Fence Unsupported	LF	300	0	Not Used
96	Seeding (P)	ACRE	35.28	35.57	Overrun due to additional seeding at San. lift station as directed.
97	Hydromulch (P)	ACRE	7.5	7.79	Overrun due to additional seeding at San. lift station as directed.
98	Straw Mulch (P)	ACRE	27.78	27.78	ok
99	Flat Sheet for Signs-Type XI Refl Sheeting	SF	212	212	ok
100	Flat Sheet for Signs-Type IV Refl Sheeting	SF	84	84	ok
101	Steel Galv Posts-Telescoping Perforated Tube	LF	583	543	Underrun due to field measurements required being less than estimated.
102	Reset Sign Panel	EA	9	11	Overrun due to additional sign resets along Christianson Blvd
103	Reset Sign Support	EA	9	11	Overrun due to additional sign resets along Christianson Blvd
104	Flashing Beacon	EA	2	2	ok
105	Detectable Warning Panel	SF	750	850	Overrun due to additional panels being required for new ramp transitions on extended sidewalk.
106	Pvmt Mk Painted 24IN Line	LF	360	228	Underrun due to crosswalks on Samuel Dr., 67th St., and 65th Ave. not being needed prior to final lift and development build out.
107	5FT Concrete Base	EA	49	49	ok
108	1-1/2in Innerduct Installed	LF	7100	7100	ok
109	#6 USE Cu. Conductor	LF	21300	21300	ok
110	Type A Pole & Luminaire	EA	51	51	ok
111	Feedpoint	EA	1	1	ok
112	In Ground Junction Point	EA	7	7	ok
113	Lift Station Electrical	LSUM	1	1	ok
114	Sump Manhole Lift Station (MHST 108)	LSUM	1	1	ok
115	Mailbox Cluster - 12 Unit	EA	16	16	ok
116	Mailbox Cluster - 16 Unit	EA	2	2	ok
117	Storm Pond 3 Miscellaneous Work Items	LSUM	1	1	ok
118	Haul Road Maintenance and Restoration	LSUM	1	0	Not used
119	Testing Laboratory Services	LSUM	1	0.9897499	Underrun due to actual costs incurred for testing needs being less than allowance provided.
CHANGE ORDER 1					

120	Street Light Removal	LSUM	1	1	ok
121	Unit Price Decrease - Section 1, Bid Item 67	CY	78327	78327	ok
CHANGE ORDER 2					
122	Mobilization and Cost Adjustment	LSUM	1	1	ok
123	Locking Manhole Lid Alternative	LSUM	1	1	ok
124	Stainless Steel Flap Gate Alternative	LSUM	1	1	ok
125	CDF Pipe Cradle Alternative	LSUM	1	1	ok
126	Mud Mat Alternative	LSUM	1	1	ok
CHANGE ORDER 3					
127	#4 THW Cu Conductor	LSUM	1	1	ok

Item No.	Description	Unit	Original/ Amended Quantity	Balancing/ Final Quantity	Justification
BASE BID - SECTION 2 (POCKET PARK)					
1	Mobilization	LSUM	1	1	ok
2	Borrow (P)	CY	538	633	Overrun due to pocket park expansion to accommodate swingset
3	Topsoil Stripping (P)	CY	2176	2176	ok
4	Topsoil (P)	CY	1217	1217	ok
5	Sidewalk Concrete 5IN Reinforced	SY	273	276.5	Overrun due to standard construction deviation. Paid as measured in the Field.
6	Construction Traffic Control	LSUM	1	1	ok
7	Fiber Rolls 12IN	LF	180	141	Underrun due to field measured lengths required being less than estimated.
8	Remove Fiber Rolls 12IN	LF	180	141	Underrun due to field measured lengths required being less than estimated.
9	Seeding (P)	ACRE	0.05	0.49	Overrun due to incorrect plan quantity area measurement. Quantities as measured in field and as installed.
10	Hydromulch (P)	ACRE	0.05	0.49	Overrun due to incorrect plan quantity area measurement. Quantities as measured in field and as installed.
11	Flat Sheet for Signs-Type XI Refl Sheeting	SF	17	17	ok
12	Steel Galv Posts-Telescoping Perforated Tube	LF	31	31	ok
13	Detectable Warning Panel	SF	9	9	ok
14	Playground Sidewalk	LF	256	308	Overrun due to pocket park expansion to accommodate swingset
15	Stormwater Collection Piping	LSUM	1	1	ok
16	Testing Laboratory Services	LSUM	1	0.234	Underrun due to actual costs incurred for testing needs being less than allowance provided.

Item No.	Description	Unit	Original/ Amended Quantity	Balancing/ Final Quantity	Justification
BASE BID - SECTION 3 (SOUTHDALE FARMS FIFTH ADDITION)					
1	8" PVC SDR 35 Sewer Pipe	LF	652	653	ok
2	8" PVC SDR 26 Sewer Pipe	LF	408	0	Bid Item 2: 8" SDR 26 not required per CO1, this length of pipe was installed and paid under CO1 Item 76 8" SDR 35.
3	10" PVC SDR 26 Sewer Pipe	LF	0	0	ok
4	8" X 4" Wye	EA	34	34	ok
5	Rock Excavation	CY	50	0	Not Used
6	Clean and Televise Sanitary Sewer Pipe	LF	1665	1653	ok
7	Concrete Manhole	VF	96	94.19	ok
8	Concrete Base	EA	6	6	ok
9	Manhole Casting and Cover	EA	6	6	ok
10	4" PVC Sewer Service Pipe	LF	1683	1682	ok
11	12" RCP Storm Sewer Pipe	LF	402	420	Overrun due to additional lateral length resulting from shifting storm sewer main along Benji Lane to avoid curb stops.

12	15" RCP Storm Sewer Pipe	LF	391	391	ok
13	18" RCP Storm Sewer Pipe	LF	140	140	ok
14	21" RCP Storm Sewer Pipe	LF	30	30	ok
15	27" RCP Storm Sewer Pipe	LF	94	94	ok
16	33" RCP Storm Sewer Pipe	LF	626	626	ok
17	36" RCP Storm Sewer Pipe	LF	246	246	ok
18	42" RCP Storm Sewer Pipe	LF	610	618	Overrun due to shifting MHST 5 to accommodate Southdale Farms Sixth Addition Design request.
19	Clean and Televiser Storm Sewer Pipe	LF	2539	2565	Overrun due to shifting MHST 5 to accommodate Southdale Farms Sixth Addition Design request.
20	42" Manhole Tee	EA	1	1	ok
21	60" Concrete Storm Sewer Manhole	VF	25	25.15	ok
22	72" Concrete Storm Sewer Manhole	VF	20	19.58	ok
23	84" Concrete Storm Sewer Manhole	VF	21	21.22	ok
24	78" Concrete Storm Sewer Manhole Base	EA	3	3	ok
25	92" Concrete Storm Sewer Manhole Base	EA	2	2	ok
26	106" Concrete Storm Sewer Manhole Base	EA	2	2	ok
27	Storm Sewer Manhole Casting and Cover	EA	7	7	ok
28	Type II Inlet	EA	6	6	ok
29	Area Inlet	EA	3	3	ok
30	1" HDPE Water Service	LF	1759	1759	ok
31	1" Curb Stop and Box	EA	34	34	ok
32	1" Corporation Stop	EA	34	34	ok
33	6" PVC Pipe Watermain	LF	20	20	ok
34	8" PVC Pipe Watermain	LF	786	861	Overrun due to standard construction deviation. Paid as measured in the Field. Additional watermain to account for 8" watermain lowering at Benji Lane / 66th St.
35	6" Gate Valve and Box	EA	3	2	Underrun due to hydrant location @ 70th Ave not being needed
36	8" Gate Valve and Box	EA	1	1	ok
37	6" Fire Hydrant	EA	3	2	Underrun due to hydrant location @ 70th Ave not being needed
38	Ductile Iron Fittings	LBS	339	328	Underrun due to standard construction deviation. Paid as measured in the Field.
39	Connection to Existing Watermain	EA	4	3	Underrun due to hydrant location @ 70th Ave not being needed
40	Mobilization	LSUM	1	1	ok
41	Dewatering	LSUM	1	1	ok
42	Unclassified Excavation (P)	CY	1319	1319	ok
43	Subgrade Preparation (P)	SY	4886	4886	ok
44	Topsoil Stripping (P)	CY	11554	11554	ok
45	Topsoil (P)	CY	3957	3957	ok
46	Aggregate Base Course CL5	CY	1100	1181.69	ok
47	FAA 43 Hot Bituminous Pavement	TON	973	1050.98	Overrun due to standard construction deviation. Paid as measured in the Field. Additional pavement required for additional 70th Ave. removal for tie in to 67th St.
48	PG58S-28 Asphalt Cement	TON	63	47.82	actual mix design oil percentage was lower than the plan estimate of 6.5%
49	Tack Coat	GAL	194	312	Overrun due to standard construction deviation. Paid as measured in the Field.
50	Mountable Curb and Gutter	LF	2611	2562	Underrun due to standard construction deviation. Paid as measured in the Field.
51	Geosynthetic Material Type R1 (P)	SY	5301	5301	ok
52	4" PVC Perforated Pipe	LF	2611	2562	Underrun due to standard construction deviation. Paid as measured in the Field.
53	Sump Pump Service Line	EA	34	34	ok
54	Sidewalk Concrete 5IN Reinforced	SY	451	536.6	Overrun due to standard construction deviation. Paid as measured in the Field. Additional sidewalk concrete and ramp replaced to accommodate tie to existing curb @ 70th Ave / 67th St.
55	Construction Traffic Control	LSUM	1	1	ok
56	Vehicle Tracking Pad	EA	1	0	Not Used
57	Inlet Protection	EA	10	10	ok

58	Fiber Rolls 12IN	LF	510	0	Not Used
59	Remove Fiber Rolls 12IN	LF	510	0	Not Used
60	Silt Fence Unsupported	LF	300	0	Not Used
61	Remove Silt Fence Unsupported	LF	300	0	Not Used
62	Seeding (P)	ACRE	6	6	ok
63	Hydromulch (P)	ACRE	1	1	ok
64	Straw Mulch (P)	ACRE	5	5	ok
65	Flat Sheet for Signs-Type XI Refl Sheeting	SF	26	26	ok
66	Flat Sheet for Signs-Type IV Refl Sheeting	SF	8	8	ok
67	Steel Galv Posts-Telescoping Perforated Tube	LF	132	54	Underrun due to Object Marker Signs at east ends of Benji Lane and 70th Ave. not being needed due to connection to 66th Street project.
68	Detectable Warning Panel	SF	72	72	ok
69	5FT Concrete Base	EA	7	7	ok
70	1-1/2in Innerduct Installed	LF	900	900	ok
71	#6 USE Cu. Conductor	LF	2700	2700	ok
72	Type A Pole & Luminaire	EA	9	9	ok
73	In Ground Junction Point	EA	1	1	ok
74	Mailbox Cluster - 12 Unit	EA	3	3	ok
75	Testing Laboratory Services	LSUM	1	0.685425	Underrun due to actual costs incurred for testing needs being less than allowance provided.
CHANGE ORDER 2					
76	8" PVC SDR 35 Sewer Pipe	LF	280	674.5	Bid Item 2: 8" SDR 26 not required per CO1, this length of pipe was installed and paid under CO1 Item 76 8" SDR 35.
77	10" PVC SDR 35 Sewer Pipe	LF	325	325.5	ok
78	Manhole Drop Structure	EA	1	1	ok
79	Removal of Asphalt Pavement	SY	500	110	Underrun due to standard construction deviation. Paid as measured in the Field.
80	Removal of Curb and Gutter	LF	120	60	Underrun due to standard construction deviation. Paid as measured in the Field.
81	Temporary Water	LSUM	1	0	Not Used
82	Unit Price Decrease - Section 3, Bid Item 1	LF	652	653	ok
83	Unit Price Decrease - Section 3, Bid Item 40	LSUM	1	1	ok
84	Unit Price Decrease - Section 3, Bid Item 41	LSUM	1	1	ok
85	Traffic Control for 70th Ave. Closure	LSUM	1	1	ok
86	Mobilization	LSUM	1	1	ok
CHANGE ORDER 3					
53	HDPE Watermain Lowerings	LSUM	1	1	ok
54	Water Service Lowerings	LSUM	1	1	ok



February 5th, 2024

Brenton Holper, City Administrator
City of Horace
215 Park Drive E
PO Box 99
Horace, ND 58047-0099
Via email: bholper@cityofhorace.com

RE: Sewer, Storm, and Street ID No. 2022-10
Chestnut & Ironwood Drive Rehabilitation
Horace, ND
W17-00-063

Dear Mr. Holper,

Attached please find Final Balancing Change Order No. 2, which reflects a net increase of \$481,048.52 regarding the above referenced project.

This office has prepared the attached change order and recommends the City Council approve the same. After the change order has been approved, it should be signed by the mayor and returned to our Horace office for distribution. A copy should be kept for your records.

Should you have any questions or require any additional information regarding this matter, do not hesitate to contact me at (701) 532-0438.

Yours Very Truly,

INTERSTATE ENGINEERING, INC.

James A. Dahlman, PE

JD/iaj

Attachment

CC:

Border States Paving, Inc (via email. fargo@borderstatespaving.com)

City of Horace Finance (via email. finance@cityofhorace.com, bpacht@cityofhorace.com)

574 Main Street, Suite A | Horace, ND 58047 | (701) 532.0438 | interstateeng.com





**CITY OF HORACE NORTH DAKOTA
CHANGE ORDER**

CHANGE ORDER NUMBER	2 - Final / Balancing		
DATE	1/9/2024	SHEET # Attachments	1 of 4

CONTRACTOR	Border States Paving	PROJECT	Storm, Sewer, and Street Improvement District No. 2022-10
ADDRESS	4101 32nd St N	COUNTY/CITY	Chestnut and Ironwood Drive Rehabilitation
ADDRESS	Fargo, North Dakota 58102	TYPE OF WORK	Municipal Rehabilitation
		ORIGINAL CONTRACT AMOUNT	\$1,444,697.90 1,440,402.70
		AMENDED CONTRACT AMOUNT*	\$1,925,740.42 1,471,526.15

*Includes CO1

Item No.	Code No.	Description	Original Quantity	Unit	Balancing / Final Quantity	Unit Price	Increase Amount	Decrease Amount
BASE BID - SECTION 1: CHESTNUT DRIVE								
1	1	Mobilization	1	LSUM	1.00	\$ 44,000.00	\$ -	\$ -
2	2	Removal of Storm Inlets	17	EA	16.00	\$ 1,000.00	\$ -	\$ 1,000.00
3	3	Connect to Existing Pipe All Types & Sizes	34	EA	49.00	\$ 800.00	\$ 12,000.00	\$ -
4	4	Inlet-Type 2	16	EA	17.00	\$ 5,200.00	\$ 5,200.00	\$ -
5	5	Milling Pavement Surface	9100	SY	9,100.00	\$ 4.85	\$ -	\$ -
6	6	Pavement Removal	3500	SY	3,469.40	\$ 37.80	\$ -	\$ 1,156.68
7	7	Removal Of Concrete Curb & Gutter	1300	LF	1,108.00	\$ 11.00	\$ -	\$ 2,112.00
8	8	Driveway Concrete 6IN Reinforced	150	SY	88.35	\$ 140.00	\$ -	\$ 8,631.00
9	9	Aggregate Base Course CL 5	700	CY	575.30	\$ 110.00	\$ -	\$ 13,717.00
10	10	Superpave FAA 43/ PG58S-28 Asphalt Cement	2150	TON	4,661.97	\$ 155.00	\$ 389,355.35	\$ -
11	11	Track Coat	620	GAL	5,368.00	\$ 3.80	\$ 18,042.40	\$ -
12	12	Geosynthetic Material Type R1	3500	SY	3,452.10	\$ 4.30	\$ -	\$ 205.97
13	13	Mudjacking Concrete Curb	200	LF	1,130.00	\$ 19.30	\$ 17,949.00	\$ -
14	14	Curb & Gutter Mountable-Type 1	1300	LF	1,108.00	\$ 82.60	\$ -	\$ 15,859.20
15	15	Sidewalk Concrete 5IN Reinforced	290	SY	413.70	\$ 120.00	\$ 14,844.00	\$ -
16	16	Detectable Warning Panels	40	SF	40.00	\$ 60.50	\$ -	\$ -
17	17	Adjust Gate Valve Box	3	EA	2.00	\$ 90.00	\$ -	\$ 90.00
18	18	Adjust Manhole	16	EA	19.00	\$ 350.00	\$ 1,050.00	\$ -
19	19	Flat Sheet for Signs-Type XI REFL Sheeting	25	SF	25.00	\$ 27.50	\$ -	\$ -
20	20	Steel Galv Posts-Telescoping Perforated Tube	40	LF	40.00	\$ 24.20	\$ -	\$ -
21	21	Construction Traffic Control	1	LS	1.00	\$ 1,300.00	\$ -	\$ -
22	22	Remove and Replace Existing Manhole Casting and Cover	5	EA	5.00	\$ 1,480.00	\$ -	\$ -
23	23	Testing Laboratory Services	1	LS	1.00	\$ 5,000.00	\$ -	\$ -

Item No.	Code No.	Description	Original Quantity	Unit	Balancing / Final Quantity	Unit Price	Increase Amount	Decrease Amount
BASE BID - SECTION 2: IRONWOOD DRIVE								
24	1	Mobilization	1	LS	1.00	\$ 8,000.00	\$ -	\$ -
25	2	Foreslope ReShaping	3	STA	3.00	\$ 1,650.00	\$ -	\$ -
26	3	Milling Pavement Surface	5330	SY	5,330.00	\$ 5.30	\$ -	\$ -
27	4	Aggregate Base Course CL5	15	CY	8.23	\$ 108.00	\$ -	\$ 731.16
28	5	Superpave FAA 43/ PG 58S-28 Asphalt Cement	610	TON	676.57	\$ 154.00	\$ 10,251.78	\$ -
29	6	Track Coat	269	GAL	966.00	\$ 3.80	\$ 2,648.60	\$ -
30	7	Geosynthetic Material Type R1	92	SY	25.00	\$ 2.90	\$ -	\$ 194.30
31	8	Curb & Gutter-Type 1	229	LF	205.00	\$ 82.60	\$ -	\$ 1,982.40
32	9	Adjust Manhole	4	EA	4.00	\$ 367.00	\$ -	\$ -
33	10	Adjust Gate Valve Box	1	EA	0.00	\$ 90.00	\$ -	\$ 90.00
34	11	Driveway Concrete 6IN Reinforced	15	SY	64.19	\$ 193.00	\$ 9,493.67	\$ -
35	12	Construction Traffic Control	1	LS	1.00	\$ 655.00	\$ -	\$ -
36	13	Remove and Replace Existing Manhole Casting and Cover	4	EA	4.00	\$ 1,480.00	\$ -	\$ -
37	14	Testing Laboratory Services	1	LS	1.00	\$ 5,000.00	\$ -	\$ -

Item No.	Code No.	Description	Original Quantity	Unit	Balancing / Final Quantity	Unit Price	Increase Amount	Decrease Amount
BASE BID - SECTION 3: SANITARY SEWER								
38	1	Mobilization	1	LSUM	1.00	\$ 15,000.00	\$ -	\$ -
39	2	6" PVC Force Main	1600	LF	1,434.70	\$ 71.60	\$ -	\$ 11,835.48
40	3	Ductile Iron Fittings	600	LBS	1,312.31	\$ 12.10	\$ 8,618.95	\$ -
41	4	Connect to Existing Forcemain	1	EA	1.00	\$ 4,950.00	\$ -	\$ -
42	5	Cased Highway Crossing	1	EA	1.00	\$ 46,200.00	\$ -	\$ -
43	6	Sanitary Sewer Manhole Coating	260	VF	311.50	\$ 351.00	\$ 18,076.50	\$ -
44	7	3" gate valve box	1	EA	1.00	\$ 5,000.00	\$ -	\$ -
45	8	6" gate valve box	1	EA	1.00	\$ 7,000.00	\$ -	\$ -


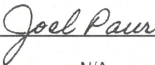
Item No.	Code No.	Description	Original Quantity	Unit	Balancing / Final Quantity	Unit Price	Increase Amount	Decrease Amount
CHANGE ORDER 1 CHANGE ORDER 1								
46	1	Storm Sewer Inlet Modification	0	LS	1.00	\$ 31,123.46	\$ 31,123.46	\$ -

Increase or Decrease this Change Order \$	31,123.46 454,220.27	SECTION 1 \$ 458,440.75 \$ 42,771.85
		SECTION 2 \$ 22,394.05 \$ 2,997.86
		SECTION 3 \$ 26,695.45 \$ 11,835.48
		CO 1 \$ 31,123.46 \$ -
Net Increase or Decrease to Final Contract \$	481,048.52	TOTALS \$ 538,653.71 \$ 57,605.19

EXPLANATION OF CHANGE IN PLAN RECOMMENDED (Attach additional sheets if necessary)

See the attached sheet for the various line items explanations.

The costs shown shall include all labor, materials and costs known or unknown to complete the above described work.

PROJECT ENGINEER 	DATE 1/29/24	CONTRACTOR Border States Paving Inc. 	DATE 1/29/2024
CITY OF HORACE	DATE	NDDEQ N/A	DATE
OTHER N/A	DATE	OTHER N/A	DATE

NA (Not Applicable) should be noted in the signature blocks where signatures are not required.

Explanation of Changes - Change Order 2 Final/Balancing

City of Horace, North Dakota
 Project: Sewer, Storm, and Street Improvement District No. 2022-10
 (Chestnut and Ironwood Dr Rehabilitation)
 Contractor: Border States Paving
 By: Interstate Engineering, Inc. - January 2024

Liquidated Damages Assesed Against Contractor: \$0.00
 Original Contract Amount: \$1,440,402.70
 Amended Contract Amount: ~~\$485,343.72~~ - **\$1,471,526.15**
 Change Orders to Date 1
 Final Contract Amount: \$1,925,746.42

Item No.	Description	Unit	Original/ Amended Quantity	Balancing/ Final Quantity	Justification
BASE BID					
Section 1: Chestnut Drive					
1	Mobilization	LSUM	1	1.00	ok
2	Removal of Storm Inlets	EA	17	16.00	Underran due to plan error.
3	Connect to Existing Pipe All Types & Sizes	EA	34	49.00	Overran due to additional connections needed to be made.
4	Inlet-Type 2	EA	16	17.00	Overran due to plan error.
5	Milling Pavement Surface	SY	9,100	9,100.00	ok
6	Pavement Removal	SY	3,500	3,469.40	Underran, paid field measured quantity.
7	Removal Of Concrete Curb & Gutter	LF	1,300	1,108.00	Underran, paid field measured quantity.
8	Driveway Concrete 6IN Reinforced	SY	150	88.35	Underran, paid field measured quantity.
9	Aggregate Base Course CL 5	CY	700	575.30	Underran, paid field measured quantity.
10	Superpave FAA 43/ PG58S-28 Asphalt Cement	TON	2,150	4,661.97	Pavement slope was flatter than when the plans were originally prepared. Needed extra quantity to ensure the street drains to the curb and gutter.
11	Tack Coat	GAL	620	5,368.00	Overran due to changed field conditions. Paid delivered quantity.
12	Geosynthetic Material Type R1	SY	3,500	3,452.10	Underran, paid field measured quantity.
13	Mudjacking Concrete Curb	LF	200	1,130.00	Overran due to using mudjacking in lieu of full removal and replacement.
14	Curb & Gutter Mountable-Type 1	LF	1,300	1,108.00	Underran due to using mud jacking in lieu of full replacement
15	Sidewalk Concrete 5IN Reinforced	SY	290	413.70	Overran, paid installed quantity
16	Detectable Warning Panels	SF	40	40.00	ok
17	Adjust Gate Valve Box	EA	3	2.00	Underran, 1 valve in curb and gutter
18	Adjust Manhole	EA	16	19.00	Overran, paid quantity adjusted
19	Flat Sheet for Signs-Type XI REFL Sheeting	SF	25	25.00	ok
20	Steel Galv Posts-Telescoping Perforated Tube	LF	40	40.00	ok
21	Construction Traffic Control	LS	1	1.00	ok
22	Remove and Replace Existing Manhole Casting and Cover	EA	5	5.00	ok
23	Testing Laboratory Services	LS	1	1.00	ok
Section 2: Ironwood Drive					
24	Mobilization	LS	1	1.00	ok
25	Foreslope ReShaping	STA	3	3.00	ok
26	Milling Pavement Surface	SY	5,330	5,330.00	ok
27	Aggregate Base Course CL5	CY	15	8.23	Underran, paid field measured quantity.
28	Superpave FAA 43/ PG 58S-28 Asphalt Cement	TON	610	676.57	Overran due to changed field conditions. Paid delivered quantity.
29	Track Coat	GAL	269	966.00	Overran due to changed field conditions. Paid delivered quantity.
30	Geosynthetic Material Type R1	SY	92	25.00	Underran, paid field measured quantity.
31	Curb& Gutter-Type 1	LF	229	205.00	Underran, paid field measured quantity.

32	Adjust Manhole	EA	4	4.00	ok
33	Adjust Gate Valve Box	EA	1	0.00	Could not adjust due to being a sanitary cleanout type the contractor could no obtain the old style that was used. Was overlaid per city approval.
34	Driveway Concrete 6IN Reinforced	SY	15	64.19	Overran to fix a drainage issue at a driveway.
35	Construction Traffic Control	LS	1	1.00	ok
36	Remove and Replace Existing Manhole Casting and Cover	EA	4	4.00	ok
37	Testing Laboratory Services	LS	1	1.00	ok

Section 3: Sanitary Sewer

38	Mobilization	LSUM	1	1.00	ok
39	6" PVC Force Main	LF	1,600	1,434.70	Underran, paid installed quantity.
40	Ductile Iron Fittings	LBS	600	1,312.31	Overran, paid installed quantity
41	Connect to Existing Forcemain	EA	1	1.00	ok
42	Cased Highway Crossing	EA	1	1.00	ok
43	Sanitary Sewer Manhole Coating	VF	260	311.50	Plan quantity estimated, paid installed quantity
44	3" gate valve box	EA	1	1.00	ok
45	6" gate valve box	EA	1	1.00	ok

Section 4: Change Order 1

46	Storm Sewer Inlet Modification	LS	1	1.00	ok
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MEMO

To: Horace City Council
(Via email: bholper@cityofhorace.com)

From: James Dahlman, PE *Jad*

Date: February 1st, 2024

Re: Water, Sewer, Storm, and Street Improvement District No. 2023-2
8th Avenue South & Nelson Drive
Horace, North Dakota
ER23-03-103.25

Please see the attached preliminary engineering report for the above-referenced project.

This report is being sent for your review and approval. After the report is approved, the next step is to direct the Engineer to prepare detailed plans and specifications.

If you have any questions, please feel free to contact me at (701) 532-0438.

Thank You

ATTACHMENTS



PRELIMINARY ENGINEERING REPORT FOR
**WATER, SEWER, STORM, AND
STREET IMPROVEMENT DISTRICT
NO. 2023-2**

8TH AVENUE SOUTH & NELSON STREET

HORACE, NORTH DAKOTA

FEBRUARY 1ST, 2024

IE PROJECT NO.: ER23-03-103.25

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

By: 

Eric Larson, PE

License No PE-27991

Date: February 1st, 2024



Prepared by:

INTERSTATE ENGINEERING, INC.

INTRODUCTION:

Horace is located in east central North Dakota along the Sheyenne River between Cass County Highway 17 and 52nd Avenue on Cass County Highway 17. The area economy is based upon agriculture, light manufacturing, and commercial businesses. The 2020 census had 3,085 residents. This report reviews the proposed infrastructure improvements to 8th Ave and Nelson Drive within the City of Horace. A project location map is included at the end of this report.

EXISTING CONDITIONS:

The 8th Avenue corridor is currently a narrow two-lane rural section road between CR17 and Nelson Street and is unimproved east of Nelson Street to the Horace Lagoons. The city has been planning for a street extension since 2017. Several businesses on the south end of 4th Street receive deliveries via large trucks. The current truck route is 8th Avenue to Nelson Street and then Park Drive to 4th Street.

The 70' right-of-way was dedicated as part of the Goerger Addition and Billy Harris, AJ Addition, and Sparks Additions in 1980, 1987, 1999, and 2024. The remaining portions of right of way will be dedicated on future plats. The corridor is adjacent to the Spark Additions on the south, Goerger Addition on the north, the City of Horace Wastewater Treatment Lagoons on the east and Sheyenne Trailer Court on the northwest.

The existing watermain runs along the north side of 8th Ave corridor from county road 17 to 5th St E, then south & east to Youbetcha Drive. The watermain is connected at all the adjacent streets to the north Nelson St., 3rd St., and 4th St.

PLANNING GUIDANCE:

The corridor has characteristics consistent with what is as a residential collector in the Horace 2045 Comprehensive Plan. See attached Figure 7-12 Core Area Future Street Typology of the Horace 2045 comprehensive plan.

Residential collector streets are defined as follows in the 2045 comprehensive plan:

Residential Collector

Connects neighborhoods and links residents with important facilities like libraries, schools and parks. These streets are important links in the network for people using all modes of travel. There are a variety of housing types along these corridors from single family homes to apartment buildings as well as community facilities. While these streets carry a moderate level of vehicular traffic, Residential Collector streets should also support community uses and character. These streets function to funnel traffic to defined access points on the arterial system that are usually attenuated by a traffic signal, allowing for ease of access.

Land Use - Variety of Residential, Institutional
Speed Limit - 30 mph maximum
Travel Lanes - 2 travel lanes
Other - Roundabout
Parking - On-street parking
Pedestrian Crossing - Crosswalk
Access Spacing

- Traffic signals: N/A
- Unsignalized full access: 300-400 feet
- Right-in/Right-out - N/A
- Driveways: 50-100 feet

PROPOSED IMPROVEMENTS:

The proposed project consists of the construction of a street to the City of Horace.

- The proposed project consists of the following improvements:
- 8" Sanitary sewer main and manholes
- 6" water main and fittings
- 6" fire hydrants and piping
- Storm sewer mains, laterals, catch basins and manholes
- Hot bituminous pavement surfaced streets with curb and gutter
- Hot bituminous transitional patching to connecting side streets
- Concrete pavement streets with curb and gutter
- 10' Concrete Shared-use path

- Seeding and hydro-mulching
- Street lighting

The method of installation for the proposed improvements will be traditional open cut methods.

As a part of the Horace Watermain replacement project most of the needed water lines have already been installed. With Sparks First Addition being developed directly to the south, stub outs will be installed extending Nelson Drive, 3rd St E. and 4th St E. These will extend 10 feet past the right of way to allow for the new development to tie into.

Reinforced concrete pipe storm sewer will be provided along 8th Ave corridor to accommodate the drainage areas from the street right of way & adjacent existing streets. The right of way will be graded to the storm sewer towards the street curb inlets. The proposed storm sewer system will convey the captured stormwater on Nelson Street, 3rd St. E., 4th St E., and 5th St E. and into Sparks Addition. Once it enters Sparks it will drain to the subdivision's stormwater retention pond which will outlet into YouBetcha Drive, from there daylighting into Cass County Legal Drain No. 27.

Wastewater service will be provided by the City of Horace. Gravity sanitary sewer exists currently on Nelson Street, 3rd St E, and 4th ST E. Sanitary sewer crossings will be installed at 3rd St E and 4th St E. Existing lift station No. 1 is located in the southeast corner of Nelson Street and Park Drive intersection. The city is planning a separate project to relocate lift station SA-1 further south on Nelson Street near Luther Drive. The existing gravity sanitary sewer on Nelson Street will be reconstructed and graded to the south to the new lift station from the existing lift station near Luther Ave. The new lift station will connect to the existing wastewater treatment lagoons through force main. Sanitary sewer main sizing and depths will accommodate future additions and developments adjacent to the project.

Disturbed right of way and ditches will have topsoil replaced, seeded and hydro mulched. Topsoil will be stockpiled along the right-of-way or within a construction easement during construction.

ATTACHMENTS

- Project Location Map
- District Boundary Map
- Proposed Street Typical Section
- Preliminary Utility Layout
- Engineer's Opinion of Probable Project Cost
- Developer's Petition for Improvements
- Adjacent Plats
- Figure 7-12 Core Area Future Street Typology
- Preliminary Special Assessment (Based on typical Methodology)

APPROVALS & PERMITS

All improvements will be designed in accordance with current engineering standards. Water and sanitary sewer improvements are subject to ND Department of Environmental Quality review and approval. Construction activities are subject to the ND Department of Environmental Quality storm water discharge requirements. The Contractor will be responsible for the notice of intent (NOI) permit application and associated storm water pollution prevention plan (SWPPP). A storm water permit for the outlet will need to be obtained. Construction plans will be submitted for approval prior to construction.

METHOD OF CONSTRUCTION

The project would be designed and constructed in a single phase. It is expected that one contract would be utilized.

PROJECT FINANCING

The Engineer's Opinion of Probable Project Cost is: \$4,653,000.00

The project will be special assessed to benefitting areas.

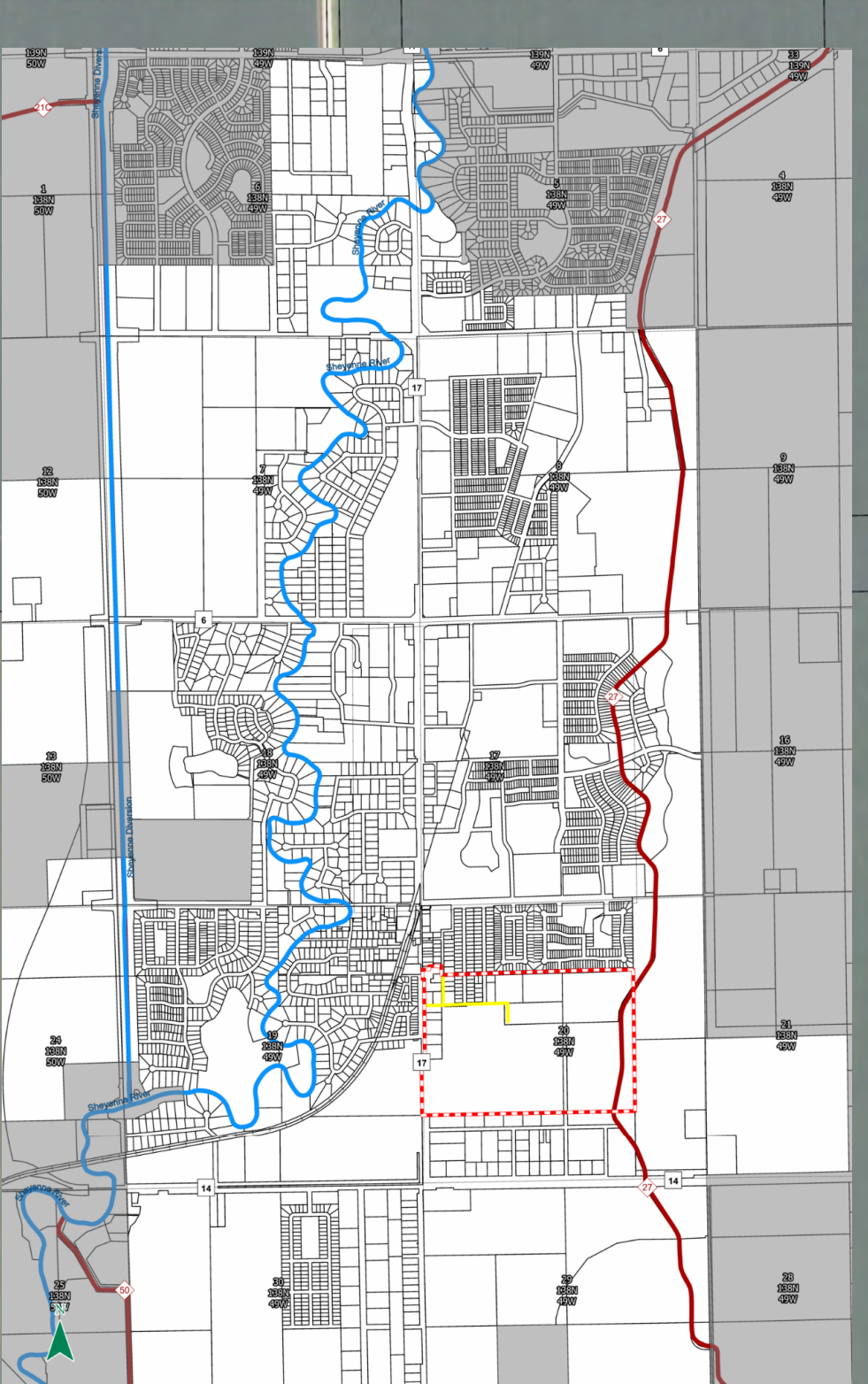
SPECIAL ASSESSMENT DISTRICT DETERMINATION

The special assessment district boundary was determined based on properties receiving direct benefit as well those properties receiving regional benefits for sanitary sewer and storm sewer. This project extends water, sewer, storm sewer and streets to the Goerger Addition, Billy Harris, Neuschwander Addition, and Sparks Addition.

ATTACHMENTS

Maps are for graphical purposes only and do not represent a legal survey. Every effort has been made to ensure that these data are accurate and reliable within the limits of the current state of the art. IEI cannot assume liability for any damages caused by any errors or omissions in the data, nor as a result of the failure of the data to function on a particular system. IEI makes no warranty, expressed or implied, nor does the fact of distribution constitute such a warranty.

Project Location

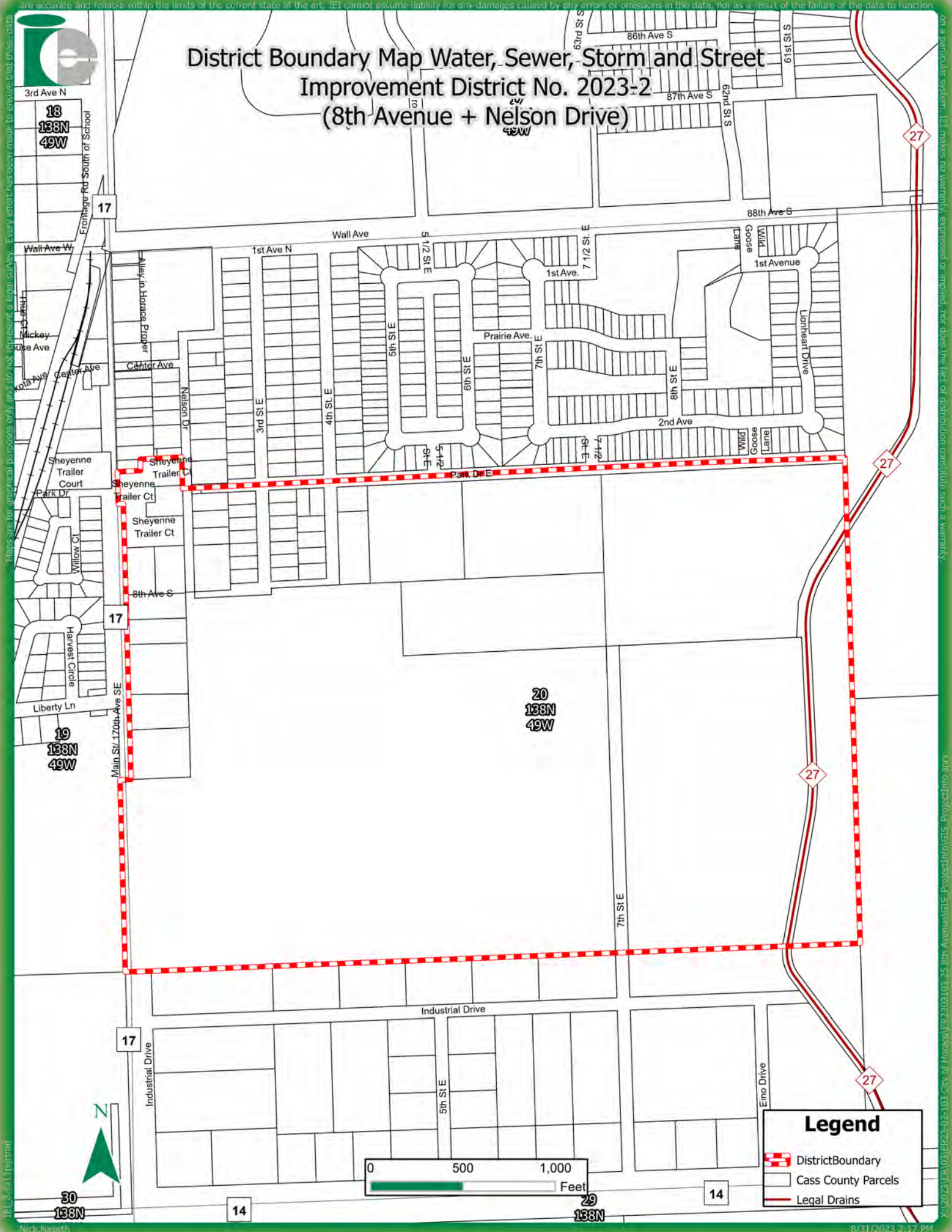


Legend

- Proposed Project
- District Boundary
- Cass County Parcels
- Legal Drains

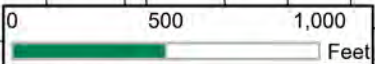


District Boundary Map Water, Sewer, Storm and Street Improvement District No. 2023-2 (8th Avenue + Nelson Drive)



Legend

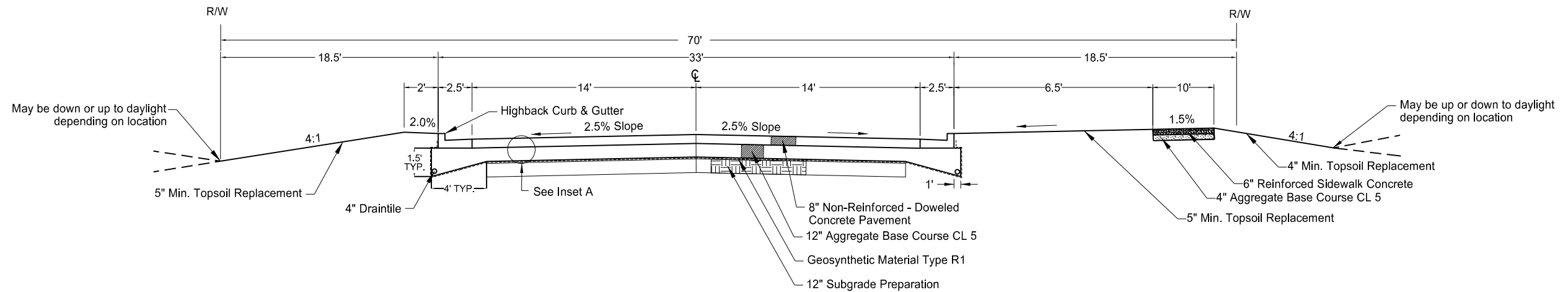
- District Boundary
- Cass County Parcels
- Legal Drains



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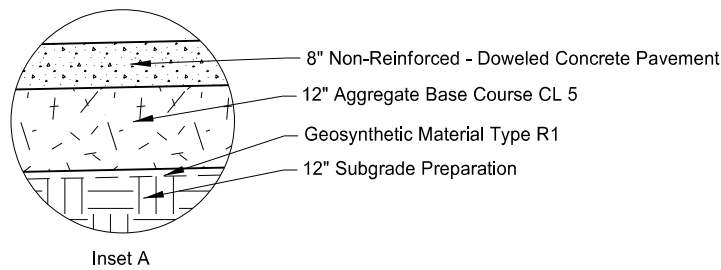
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8/31/2023 2:17 PM

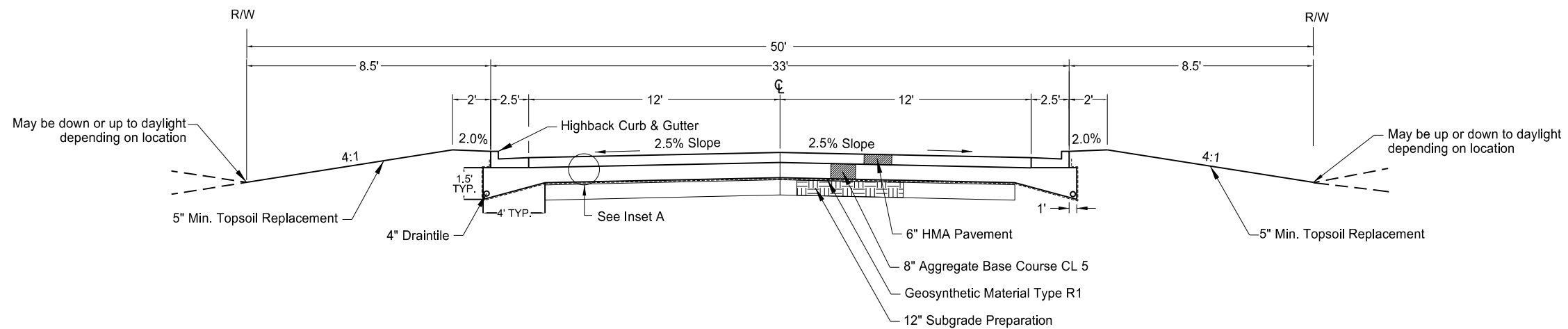


8th Ave S - Proposed Typical Section

Sta 1+20 TO Sta 16+55 (ALIGN 1)

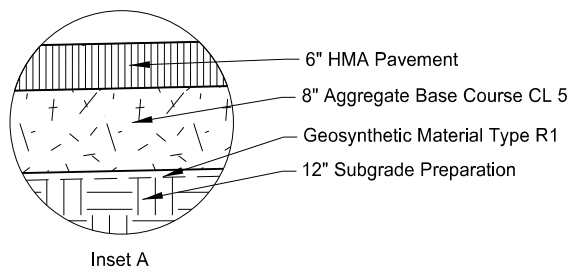


Inset A



Nelson Dr. & 5th St. E. - Proposed Typical Section

Sta 1+00 TO Sta 7+65 (ALIGN 2)
Sta 23+40 TO Sta 27+65 (ALIGN 3)

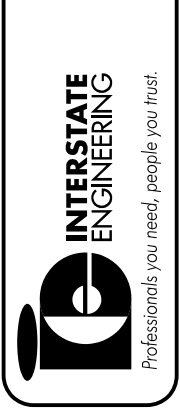


Inset A

Rev No	Date	By	Description

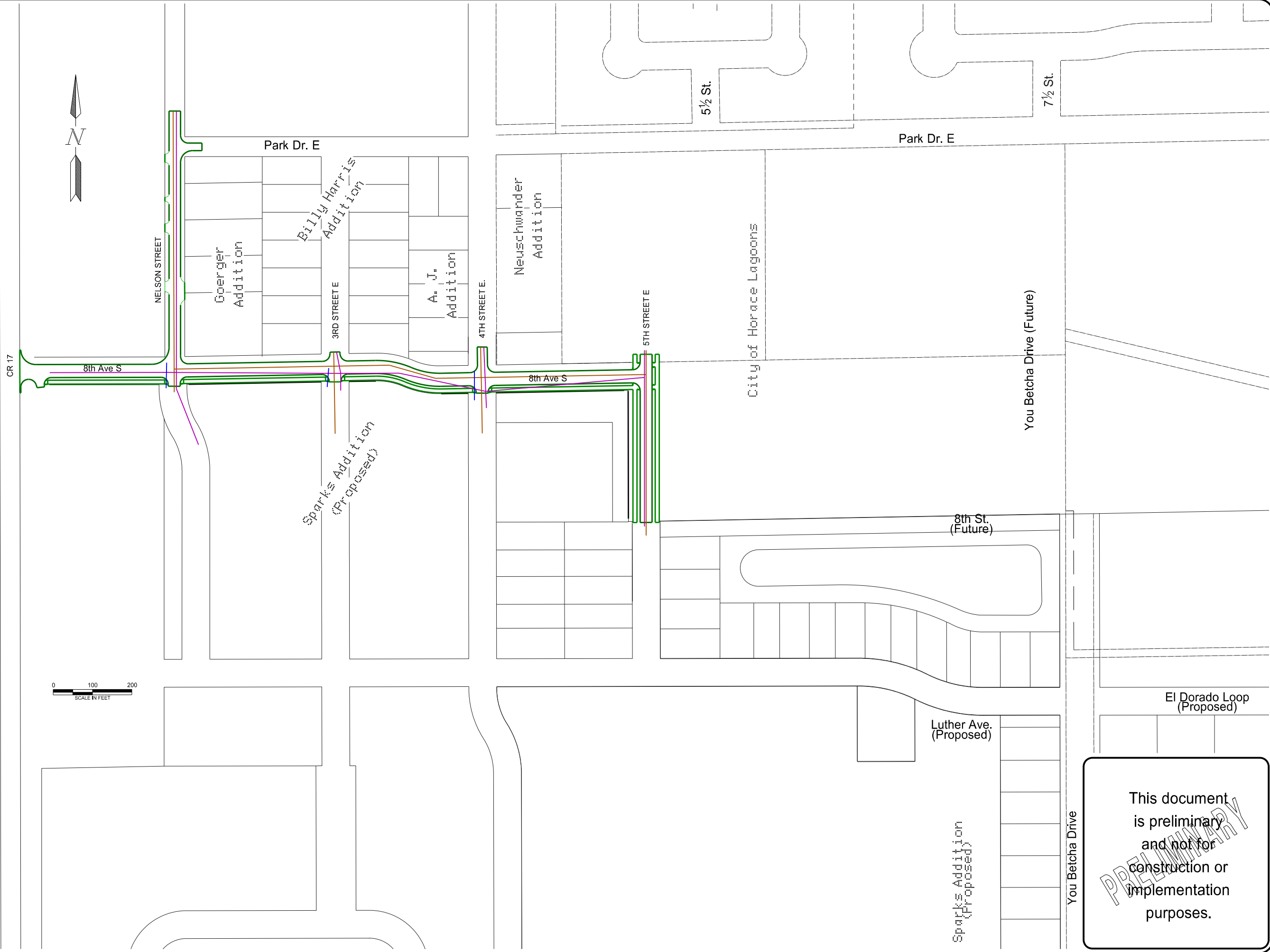
WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2023-2		Project No: ER2300xxx	
HORACE, NORTH DAKOTA		Date: FEB. 2024	
TYPICAL SECTIONS			
Drawn By: JE	Surveyed By: EL		
Checked By: EL	Designed By: EL		

Interstate Engineering
574 Main St. N. STE. A
Horace, ND 58047
Ph: (701) 532-0438
www.interstateeng.com



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construction or
implementation
purposes.

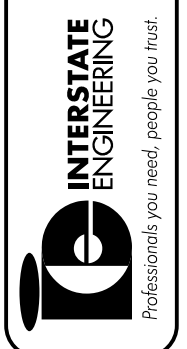
SECTION
TS
1
SHEET NO.



Rev No	Date	By	Description

WATER, SEWER, STORM, AND STREET
 IMPROVEMENT DISTRICT NO. 2023-2
 HORACE, NORTH DAKOTA
SCOPE OF WORK
 Drawn By: JE EL Project No: ER2300xxx
 Checked By: EL EL Date: FEB, 2024

Interstate Engineering
 574 Main St, N STE. A
 Horace, ND 58047
 Ph. (701) 532-0438
 www.interstateeng.com

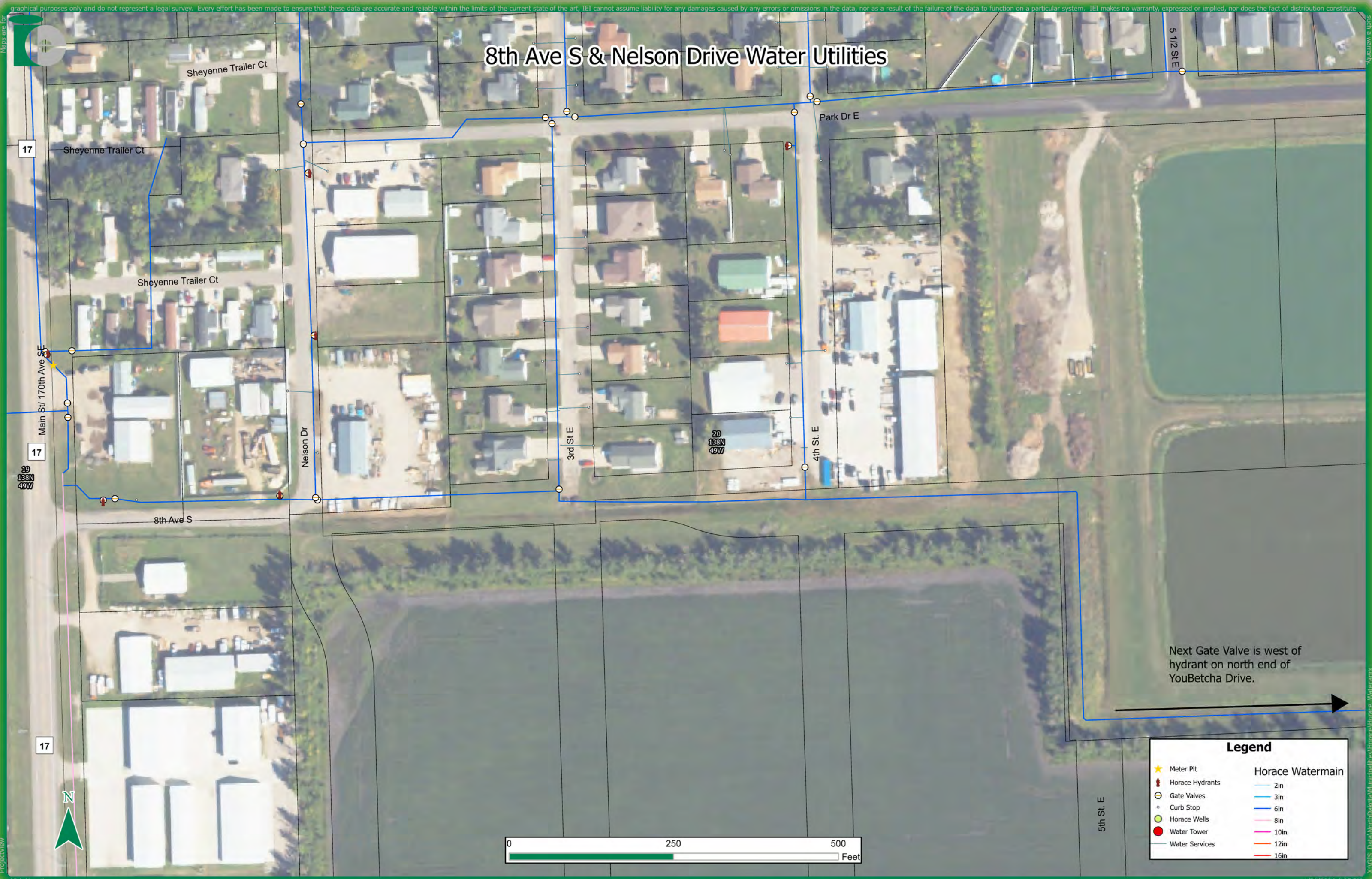


SECTION
C
1
 SHEET NO.

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8th Ave S & Nelson Drive Water Utilities







Legend	
★ Meter Pit	Horace Watermain
🔥 Horace Hydrants	2in
⊙ Gate Valves	3in
⦿ Curb Stop	6in
⦿ Horace Wells	8in
● Water Tower	10in
— Water Services	12in
	16in

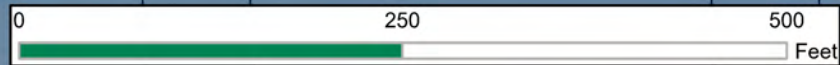
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8th Ave S & Nelson Drive Sanitary Utilities



Legend

-  Sanitary Lift Stations
-  Sanitary Forcemain
-  Sanitary Gravity
-  Cass County Parcels



WATER, SEWER, STORM AND STREET
IMPROVEMENT DISTRICT No. 2023-2
8th Ave & Nelson Street
HORACE, NORTH DAKOTA
ER23-03-103.25
February 2024

ENGINEER'S OPINION OF PROBABLE PROJECT COST

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE L&M	EXTENDED PRICE L&M
BASE BID					
STREET					
1	Unclassified Excavation (P)	CY	10,000	\$ 20.00	\$ 200,000.00
2	Borrow Excavation (P)	CY	10,000	\$ 15.00	\$ 150,000.00
3	Subgrade Preparation (P)	SY	4,670	\$ 3.00	\$ 14,010.00
4	Removal of Bituminous Pavement	SY	3,922	\$ 50.00	\$ 196,100.00
5	Topsoil Stripping (P)	CY	2,212	\$ 6.00	\$ 13,272.00
6	Topsoil (P)	CY	630	\$ 7.00	\$ 4,410.00
7	Aggregate Base Course CL5	CY	3,922	\$ 65.00	\$ 254,930.00
8	8IN Non-Reinforced Concrete Pvmt CL AE Doweled	SY	6,160	\$ 140.00	\$ 862,400.00
8	FAA 43 Hot Bituminous Pavement	TON	900	\$ 75.00	\$ 67,500.00
9	PG58S-28 Asphalt Cement (6.5%)	TON	59	\$ 550.00	\$ 32,175.00
9	Tack Coat	GAL	270	\$ 5.00	\$ 1,350.00
10	Curb and Gutter (Highback)	LF	5,345	\$ 30.00	\$ 160,350.00
11	Geosynthetic Material Type R1 (P)	SY	4,060	\$ 4.00	\$ 16,240.00
12	4" PVC Perforated Pipe	LF	5,345	\$ 8.00	\$ 42,760.00
13	Sidewalk Concrete 6IN Reinforced - Fiber	SY	1,615	\$ 75.00	\$ 121,125.00
14	Detectable Warning Panel	SF	280	\$ 60.00	\$ 16,800.00
15	Flat Sheet for Signs-Type XI Refl Sheeting	SF	250	\$ 25.00	\$ 6,250.00
16	Flat Sheet for Signs-Type IV Refl Sheeting	SF	40	\$ 25.00	\$ 1,000.00
17	Steel Galv Posts-Telescoping Perforated Tube	LF	450	\$ 20.00	\$ 9,000.00
18	4IN Preformed Patterned Pvmt Mk-Grooved	LF	6,500	\$ 7.00	\$ 45,500.00
19	24IN Preformed Patterned Pvmt Mk-Grooved	LF	288	\$ 50.00	\$ 14,400.00
STORM SEWER					
20	Removal of Pipes All Types and Sizes	LF	150	\$ 40.00	\$ 6,000.00
21	12" RCP Storm Sewer Pipe	LF	180	\$ 70.00	\$ 12,600.00
22	18" RCP Storm Sewer Pipe	LF	1,190	\$ 90.00	\$ 107,100.00
23	Clean and Televis Storm Sewer Pipe	LF	1,370	\$ 3.00	\$ 4,110.00
24	48" Concrete Storm Sewer Manhole	VF	42	\$ 460.00	\$ 19,320.00
25	Storm Sewer Manhole Casting and Cover	EA	7	\$ 1,100.00	\$ 7,700.00
26	Inlet - Catch Basin	EA	6	\$ 5,500.00	\$ 33,000.00
27	Type II Inlet	EA	18	\$ 5,500.00	\$ 99,000.00
SANITARY SEWER					
28	Removal of Pipes All Types and Sizes	LF	826	\$ 40.00	\$ 33,040.00
29	Removal of Structures	EA	6	\$ 2,000.00	\$ 12,000.00
30	8" PVC SDR 26 Sewer Pipe	LF	2,890	\$ 100.00	\$ 289,000.00
31	Clean and Televis Sanitary Sewer Pipe	LF	2,890	\$ 3.00	\$ 8,670.00
32	Concrete Manhole	VF	90	\$ 500.00	\$ 45,000.00
33	Concrete Base	EA	6	\$ 4,000.00	\$ 24,000.00
34	Manhole Casting and Cover	EA	6	\$ 2,500.00	\$ 15,000.00
35	Connection to Existing Sanitary Manhole	EA	5	\$ 7,500.00	\$ 37,500.00
WATER					
36	6" PVC Pipe Watermain	LF	450	\$ 60.00	\$ 27,000.00
37	Connection to Existing Watermain	EA	3	\$ 2,500.00	\$ 7,500.00
38	Ductile Iron Fittings	LBS	300	\$ 10.00	\$ 3,000.00
39	Adjust Gate Valve	EA	10	\$ 400.00	\$ 4,000.00
ELECTRICAL					
40	7FT Concrete Base	EA	16	\$ 750.00	\$ 12,000.00
41	2in Innerduct Installed	LF	2,692	\$ 5.70	\$ 15,344.40
42	In Ground Junction Point	EA	1	\$ 975.00	\$ 975.00
43	#4 USE Cu. Conductor	LF	2,692	\$ 2.75	\$ 7,403.00
44	#6 USE Cu. Conductor	LF	1,346	\$ 2.25	\$ 3,028.50
45	Type A Pole & Luminaire	EA	16	\$ 4,500.00	\$ 72,000.00
GENERAL					
46	Mobilization	LSUM	1	\$ 225,000.00	\$ 225,000.00

ENGINEER'S OPINION OF PROBABLE PROJECT COST

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE L&M	EXTENDED PRICE L&M
47	Construction Traffic Control	LSUM	1	\$ 20,000.00	\$ 20,000.00
48	Clearing and Grubbing	LSUM	1	\$ 5,000.00	\$ 5,000.00
49	Dewatering	LSUM	1	\$ 50,000.00	\$ 50,000.00
50	Vehicle Tracking Pad	EA	1	\$ 1,000.00	\$ 1,000.00
51	Inlet Protection	EA	24	\$ 150.00	\$ 3,600.00
52	Fiber Rolls 6IN	LF	500	\$ 4.00	\$ 2,000.00
53	Remove Fiber Rolls 6IN	LF	500	\$ 1.00	\$ 500.00
54	Silt Fence Unsupported	LF	200	\$ 3.00	\$ 600.00
55	Remove Silt Fence Unsupported	LF	200	\$ 1.00	\$ 200.00
56	Erosion Control Blanket Type I	SY	300	\$ 5.00	\$ 1,500.00
57	Seeding (P)	ACRE	2.0	\$ 2,500.00	\$ 5,000.00
58	Hydromulch (P)	ACRE	2.0	\$ 3,000.00	\$ 6,000.00
59	Harvest Gold Linden Tree	EA	5	\$ 700.00	\$ 3,500.00
60	Common Hackberry Tree	EA	5	\$ 700.00	\$ 3,500.00
61	Accolade Elm Tree	EA	4	\$ 700.00	\$ 2,800.00
62	Princeton Elm Tree	EA	5	\$ 700.00	\$ 3,500.00
63	Northern Acclaim Honeylocust Tree	EA	8	\$ 700.00	\$ 5,600.00
64	Bur Oak Tree	EA	7	\$ 700.00	\$ 4,900.00
65	Marilee Crab Tree	EA	11	\$ 700.00	\$ 7,700.00
66	Japenese Tree Lilac(single stem) Tree	EA	11	\$ 700.00	\$ 7,700.00
67	Testing Laboratory Services	LSUM	1	\$ 30,000.00	\$ 30,000.00

Opinion of Probable Bid Cost	\$	3,524,462.90
Contingency (10% ±)	\$	352,537.10
Opinion of Probable Construction Cost	\$	3,877,000.00
Engineering, Legal, Administration (20%±)	\$	776,000.00
Opinion of Probable Project Cost	\$	4,653,000.00

PETITION FOR IMPROVEMENTS

Lee and Nancy Sparks 2018 Living Trust (hereinafter the “Owner”) are the owners of the following described property, to-wit: See Exhibit A attached hereto (hereinafter the “Sparks Property”).

The City of Horace has approved a preliminary plat of the Sparks Addition, which preliminary plat encompasses all of the Sparks Property.

The Owner hereby petitions the City Council of the City of Horace, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements: 1) civil infrastructure on 8th Ave South that will provide paved road access to the Sparks Addition, including any necessary improvements therewith such as roads, curb, gutter, storm sewer, street lighting and sanitary sewer in accordance with City of Horace specifications and in accordance with final plats of the Sparks Addition (hereinafter the “Improvements”).

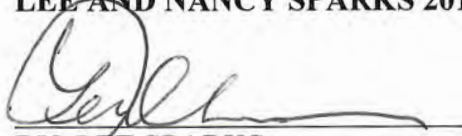
The Owner hereby requests that the City Council of the City of Horace, Cass County, North Dakota, determine by resolution that a written petition for the Improvements signed by the owners of a majority of the area of the Property included within the district, has been received and that the resolution declaring work necessary shall not be required for said improvement district.

The Owner hereby certifies that they are the equitable owners of the Sparks Property, who consent to this Petition, the Owner has the authority to grant the City of Horace all necessary easements, rights of ways, fee simple, dedications and other interests in the Sparks Property that may be required to complete the construction of the Improvements. Lee and Nancy Sparks 2018 Living Trust hereby consents to this Petition for Improvements, and affirmatively

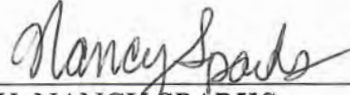
state that they will execute documents to convey easements, rights of ways, fee simple, dedications and other interests in the Sparks Property that may be required to complete the construction of the Improvements.

Dated this 24th day of August, 2023.

LEE AND NANCY SPARKS 2018 LIVING TRUST



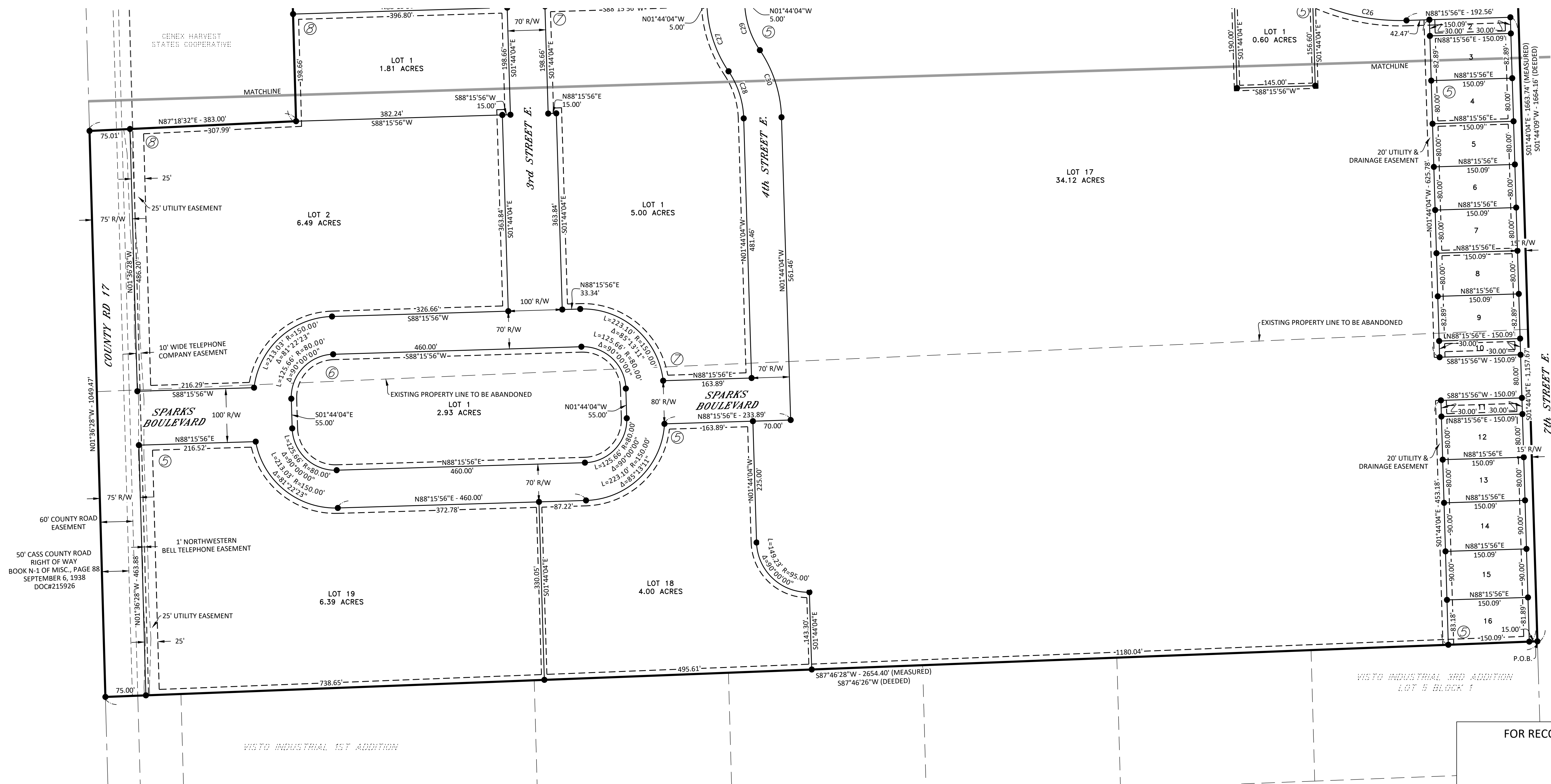
BY: LEE SPARKS
ITS: TRUSTEE



BY: NANCY SPARKS
ITS: TRUSTEE

SPARKS ADDITION

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20,
TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	69.54'	165.00'	24°08'49"
C2	99.04'	235.00'	24°08'49"
C3	56.89'	135.00'	24°08'49"
C4	111.68'	265.00'	24°08'49"
C5	28.14'	265.00'	6°05'03"
C6	83.54'	265.00'	18°03'45"
C7	248.59'	535.00'	26°37'23"
C8	16.16'	535.00'	1°43'50"
C9	65.31'	535.00'	6°59'41"
C10	66.57'	535.00'	7°07'45"
C11	79.96'	535.00'	8°33'47"
C12	76.67'	165.00'	26°37'23"
C13	20.60'	535.00'	2°12'21"
C14	43.93'	165.00'	15°15'15"
C15	32.74'	165.00'	11°22'09"
C16	178.89'	385.00'	26°37'23"
C17	16.16'	385.00'	2°24'19"
C18	65.61'	385.00'	9°45'50"
C19	68.15'	385.00'	10°08'30"
C20	28.98'	385.00'	4°18'44"
C21	146.37'	315.00'	26°37'23"
C22	52.46'	315.00'	9°32'29"
C23	61.33'	315.00'	11°09'17"
C24	32.58'	315.00'	5°55'36"
C25	146.37'	315.00'	26°37'23"
C26	178.89'	385.00'	26°37'23"
C27	132.34'	235.00'	32°15'57"
C28	92.92'	165.00'	32°15'57"
C29	92.92'	165.00'	32°15'57"
C30	132.34'	235.00'	32°15'57"

NOTES

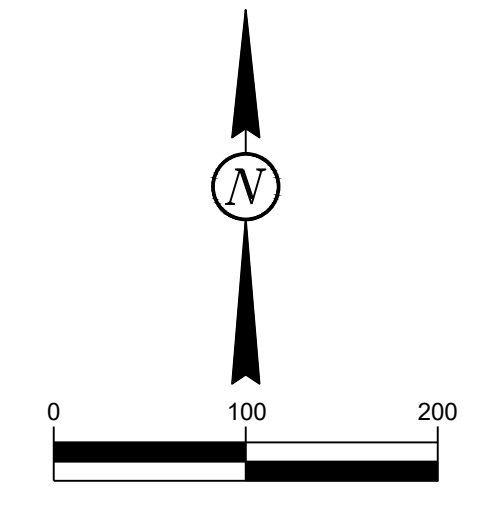
- ALL PUBLIC UTILITY EASEMENTS ARE 10' IN WIDTH (5' EACH SIDE OF SHARED LOT LINES) UNLESS OTHERWISE NOTED IN PLAT.
- ALL DISTANCES ARE GROUND DISTANCES.

SURVEY INFORMATION

DATE OF SURVEY: 12-8-2022
BASIS OF BEARING: (NAD83) NORTH DAKOTA STATE PLANE
VERTICAL DATUM: NAVD88

LEGEND

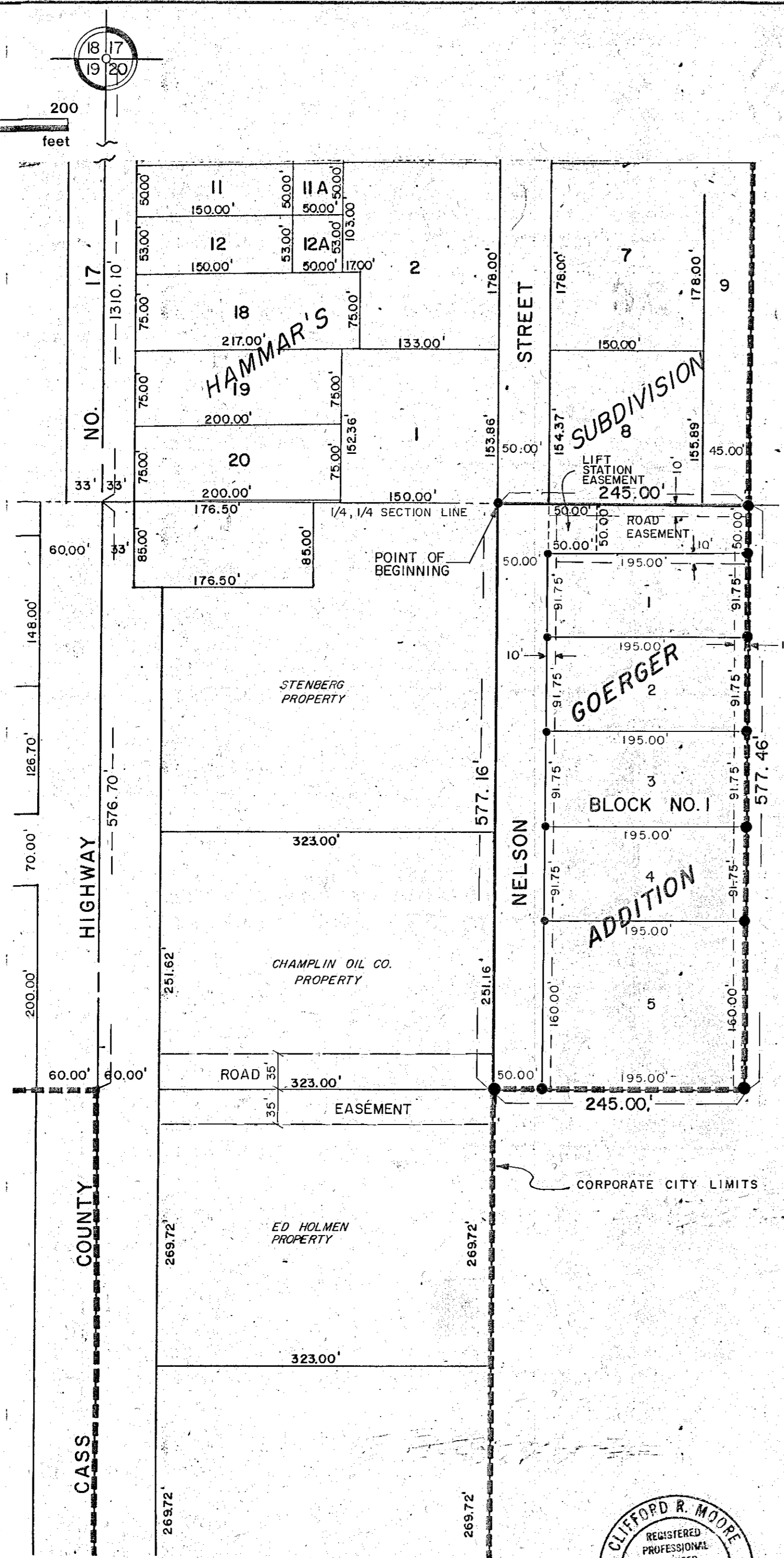
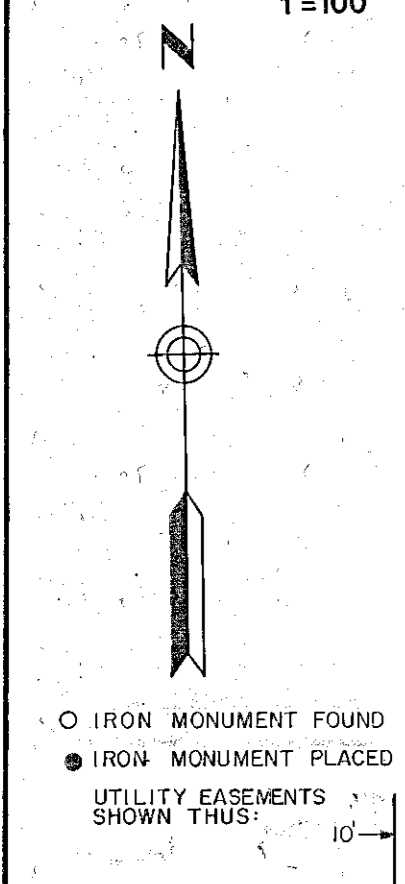
- MONUMENT SET
- MONUMENT FOUND
- - - EX. EASEMENT
- - - EX. PROPERTY LINE
- - - EX. SECTION LINE
- PROPERTY BOUNDARY LINE
- NEW ROW/PROPERTY LINE
- - - NEW EASEMENT LINE



FOR RECORDING PURPOSES ONLY

PLAT OF
GOERGER ADDITION
 TO THE CITY OF HORACE,
 PART OF THE N.W. 1/4 OF SECTION 20,
 TOWNSHIP 138 NORTH, RANGE 49 WEST,
 CASS COUNTY, NORTH DAKOTA

scale 1"=100'
 0 100 200
 feet



CERTIFICATE
 LEE SPRAGUE, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED PROFESSIONAL LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "GOERGER'S ADDITION" TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA, A PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY (20), TOWNSHIP ONE HUNDRED THIRTY EIGHT (138) NORTH, RANGE FORTY NINE (49) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA, THAT SAID ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT AND THAT THE EXTERIOR BOUNDARY LINES OF SAID ADDITION ARE DESCRIBED AS FOLLOWS, TO-WIT:
 COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION TWENTY (20) WHICH IS ONE THOUSAND THREE HUNDRED TEN AND ONE TENTH (1310.10) FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION TWENTY (20); THENCE EAST FOR A DISTANCE OF THREE HUNDRED EIGHTY THREE (383.00) FEET TO THE POINT OF BEGINNING, ALONG A LINE WHICH INTERSECTS THE EAST LINE OF THE WEST HALF (W 1/2) OF SAID SECTION TWENTY (20) A DISTANCE OF ONE THOUSAND THREE HUNDRED EIGHTEEN AND FOUR TENTHS (1318.40) FEET SOUTH OF THE NORTH LINE OF SAID SECTION TWENTY (20), SAID POINT OF BEGINNING LYING ON THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY (20); THENCE CONTINUE EAST ALONG THE AFORE DESCRIBED LINE A DISTANCE OF TWO HUNDRED FORTY FIVE (245.00) FEET TO THE SOUTHEAST CORNER OF LOT NINE (9) OF HAMMAR'S SUBDIVISION OF SAID NORTHWEST QUARTER (NW 1/4) OF SECTION NINETEEN (19), IN THE CITY OF HORACE; THENCE SOUTH ALONG THE PROJECTED EAST LINE OF SAID HAMMAR'S SUBDIVISION FOR A DISTANCE OF FIVE HUNDRED SEVENTY SEVEN (577) FEET, MORE OR LESS, TO A LINE WHICH INTERSECTS THE EAST LINE OF SAID WEST HALF (W 1/2) OF SECTION TWENTY (20) A DISTANCE OF ONE THOUSAND EIGHT HUNDRED NINETY EIGHT AND THREE TENTHS (1898.30) FEET SOUTH OF THE NORTH LINE OF SAID SECTION TWENTY (20) A DISTANCE OF ONE THOUSAND EIGHT HUNDRED EIGHTY SIX AND EIGHT TENTHS (1886.80) FEET SOUTH OF THE NORTH LINE OF SAID SECTION TWENTY (20); THENCE WEST ALONG THE AFORE DESCRIBED LINE FOR A DISTANCE OF TWO HUNDRED FORTY FIVE (245.00) FEET TO A POINT THREE HUNDRED EIGHTY THREE (383.00) FEET EAST OF THE WEST LINE OF SAID SECTION TWENTY (20); THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TWENTY (20) FOR A DISTANCE OF FIVE HUNDRED SEVENTY SIX AND SIXTEEN HUNDREDTHS (576.16) FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
 SAID TRACT CONTAINS 3.24 ACRES, MORE OR LESS.

LEE SPRAGUE
 REGISTERED
 LAND
 1151
 SURVEYOR
 NORTH DAKOTA

STATE OF NORTH DAKOTA) SS
 COUNTY OF CASS)
 ON THIS 4th DAY OF Dec., 1978, BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED LEE SPRAGUE, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

Carol A. Rohde
 NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA
 MY COMMISSION EXPIRES 11-7-82

DEDICATION
 WE, THE UNDERSIGNED, TO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "GOERGER'S ADDITION" TO THE CITY OF HORACE, AND WE HAVE CAUSED IT TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS AND STREETS AS SHOWN BY SAID PLAT AND CERTIFICATE OF LEE SPRAGUE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREUNTO ANNEXED; SAID ADDITION IS LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY (20), TOWNSHIP ONE HUNDRED THIRTY EIGHT (138) NORTH, RANGE FORTY NINE (49) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA, AND THAT THE PROPERTY DESCRIBED AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT AND SAID ADDITION SHALL BE KNOWN AS "GOERGER'S ADDITION" TO THE CITY OF HORACE. WE HEREBY DEDICATE FOREVER ALL STREETS AND AVENUES AS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

Donald D. Goerger
 DONALD D. GOERGER

Rose Ann Goerger
 ROSE ANN GOERGER

STATE OF NORTH DAKOTA) SS
 COUNTY OF CASS)
 ON THIS 4th DAY OF Dec., 1978, BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DONALD D. GOERGER AND ROSE ANN GOERGER, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

Carol A. Rohde
 NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA
 MY COMMISSION EXPIRES 11-7-82

CITY COUNCIL APPROVAL
 APPROVED BY THE HORACE CITY COUNCIL AND ORDERED FILED THIS 6th DAY OF Nov., 1978.

Donald D. Goerger
 DONALD D. GOERGER, MAYOR

Gerald Saude
 GERALD SAUDE, CITY AUDITOR

STATE OF NORTH DAKOTA) SS
 COUNTY OF CASS)
 ON THIS 6th DAY OF Nov., 1978, BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DONALD D. GOERGER, MAYOR AND GERALD SAUDE, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF HORACE.

Carol A. Rohde
 NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA
 MY COMMISSION EXPIRES 11-7-82

CITY PLANNING APPROVAL
 APPROVED BY THE HORACE CITY PLANNING COMMISSION AND ORDERED FILED THIS 11th DAY OF April, 1978.

E. J. Montplaisir
 E. J. MONTPLAISIR, CHAIRMAN

APPROVAL OF CITY ENGINEER
 THIS PLAT TO THE CITY OF HORACE IS HEREBY APPROVED THIS 7th DAY OF Nov., 1979.

Clifford R. Moore
 CLIFFORD R. MOORE, CITY ENGINEER

STATE OF NORTH DAKOTA) SS
 COUNTY OF CASS)
 ON THIS 9th DAY OF Nov., 1979, BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED CLIFFORD R. MOORE, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

Carol A. Rohde
 NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA
 MY COMMISSION EXPIRES 11-7-82

STATE OF NORTH DAKOTA) SS
 COUNTY OF CASS)
 ON THIS 11th DAY OF April, 1978, BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED E. J. MONTPLAISIR, CHAIRMAN OF THE PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

Carol A. Rohde
 NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA
 MY COMMISSION EXPIRES 11-7-82

AUDITORS TAX RECORD
 COUNTY OF CASS, NORTH DAKOTA, August 7, 1980, DELINQUENT TAXES AND SPECIAL ASSESSMENTS PAID AND TRANSFER ENTERED.

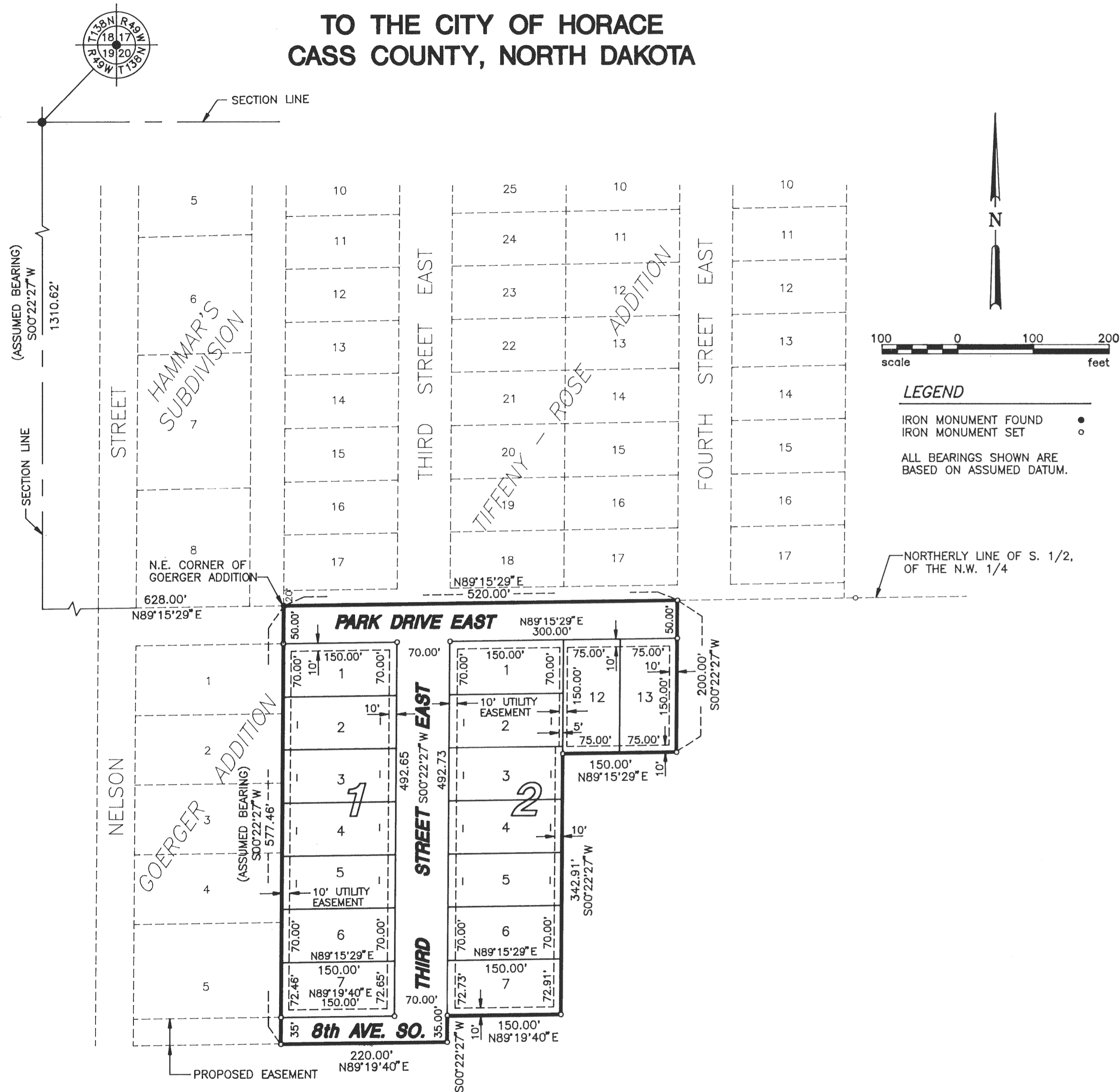
Duane Hoehn
 DUANE HOEHN, CASS COUNTY AUDITOR

DOCUMENT NO. 569103 H 5.40 PD
 STATE OF NORTH DAKOTA
 COUNTY OF CASS
 I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON THIS 7th DAY OF Nov., 1980 AT 345 O'CLOCK P.M. AND WAS RECORDED IN BOOK 2 OF PLATS PAGE 58
 BY _____ DEPUTY

L-58

BILLY HARRIS ADDITION

TO THE CITY OF HORACE
CASS COUNTY, NORTH DAKOTA



OWNER'S CERTIFICATE:
KNOW ALL MEN BY THESE PRESENTS: THAT HORACE DEVELOPMENT, LTD., A NORTH DAKOTA CORPORATION, IS THE OWNER AND PROPRIETOR OF THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 00°22'27" WEST (ASSUMED BEARING), ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 1310.62 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 89°15'29" EAST, ALONG THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 628.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF GOERGER ADDITION TO THE CITY OF HORACE; THENCE CONTINUE NORTH 89°15'29" EAST, ALONG THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 520.00 FEET; THENCE SOUTH 00°22'27" WEST, PARALLEL TO THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 200.00 FEET; THENCE SOUTH 89°15'29" WEST, PARALLEL TO THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°22'27" WEST, PARALLEL TO THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 342.91 FEET; THENCE SOUTH 89°19'40" WEST FOR A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°22'27" WEST, PARALLEL TO THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 35.00 FEET; THENCE SOUTH 89°19'40" WEST FOR A DISTANCE OF 220.00 FEET TO THE SOUTHEAST CORNER OF SAID GOERGER ADDITION; THENCE NORTH 00°22'27" EAST, PARALLEL TO THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND ALONG THE EASTERLY LINE OF SAID GOERGER ADDITION, FOR A DISTANCE OF 577.46 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 5.474 ACRES, MORE OR LESS.

AND THAT SAID PARTY HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS BILLY HARRIS ADDITION TO THE CITY OF HORACE, AND DOES HEREBY DEDICATE AND CONVEY TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES, AND UTILITY EASEMENTS AS SHOWN ON THE ANNEXED PLAT.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

OWNER: HORACE DEVELOPMENT, LTD.

Donald D. Goerger
 DONALD D. GOERGER, PRESIDENT

Rose Ann Goerger
 ROSE ANN GOERGER, SECRETARY-TREASURER

STATE OF NORTH DAKOTA)) S.S.
 COUNTY OF CASS)
 ON THIS 28th DAY OF September, 1993, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DONALD D. GOERGER AND ROSE ANN GOERGER, TO ME KNOWN TO BE THE PERSONS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.
 NOTARY PUBLIC: *Leah A. Cliffgord* MY COMMISSION EXPIRES: 5-1-97

SURVEYOR'S CERTIFICATE
 I, ROGER C. HAGEN, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY ON THIS 1st DAY OF Sept, 1993, THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF, THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT IN FEET AND DECIMALS THEREOF, AND THAT THE MONUMENTS FOR THE GUIDANCE OF FUTURE SURVEYS HAVE BEEN PLACED IN THE GROUND AS SHOWN.
Roger C. Hagen
 REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR
 NORTH DAKOTA REGISTRATION NO. 1766

STATE OF NORTH DAKOTA)) S.S.
 COUNTY OF CASS)
 ON THIS 1st DAY OF September, 1993, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROGER C. HAGEN, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC: *Leah A. Cliffgord* MY COMMISSION EXPIRES: 5-1-97

CITY ENGINEER'S APPROVAL
 APPROVED BY THE CITY ENGINEER THIS 1st DAY OF Sept, 1993.

Roger C. Hagen
 REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR
 NORTH DAKOTA REGISTRATION NO. 1766

STATE OF NORTH DAKOTA)) S.S.
 COUNTY OF CASS)
 ON THIS 1st DAY OF September, 1993, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROGER C. HAGEN, TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED SAME IN THE NAME OF THE CITY OF HORACE, NORTH DAKOTA.

NOTARY PUBLIC: *Leah A. Cliffgord* MY COMMISSION EXPIRES: 5-1-97

CITY COUNCIL APPROVAL
 APPROVED BY THE HORACE CITY COUNCIL AND ORDERED FILED THIS 4-30 DAY OF 1993.

Tommy Hill
 MAYOR

STATE OF NORTH DAKOTA)) S.S.
 COUNTY OF CASS)
 ON THIS 30 DAY OF September, 1993, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Terry Helden, TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED SAME IN THE NAME OF THE CITY OF HORACE, NORTH DAKOTA.

NOTARY PUBLIC: *Leah A. Cliffgord* MY COMMISSION EXPIRES: 5-1-97

CITY PLANNING COMMISSION APPROVAL
 APPROVED BY THE HORACE CITY PLANNING COMMISSION ON THIS 23 DAY OF September, 1993.

Jarys Dodgson
 CHAIRMAN

STATE OF NORTH DAKOTA)) S.S.
 COUNTY OF CASS)
 ON THIS 23rd DAY OF September, 1993, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Gary Dahlgren, TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED SAME IN THE NAME OF THE CITY OF HORACE, NORTH DAKOTA.

NOTARY PUBLIC: *Leah A. Cliffgord* MY COMMISSION EXPIRES: 5-1-97

AUDITOR'S TAX RECORD Oct. 4, 93
 DELINQUENT TAXES AND SPECIAL ASSESSMENTS OR INSTALLMENTS FOR SPECIAL ASSESSMENTS PAID AND TRANSFER ENTERED.

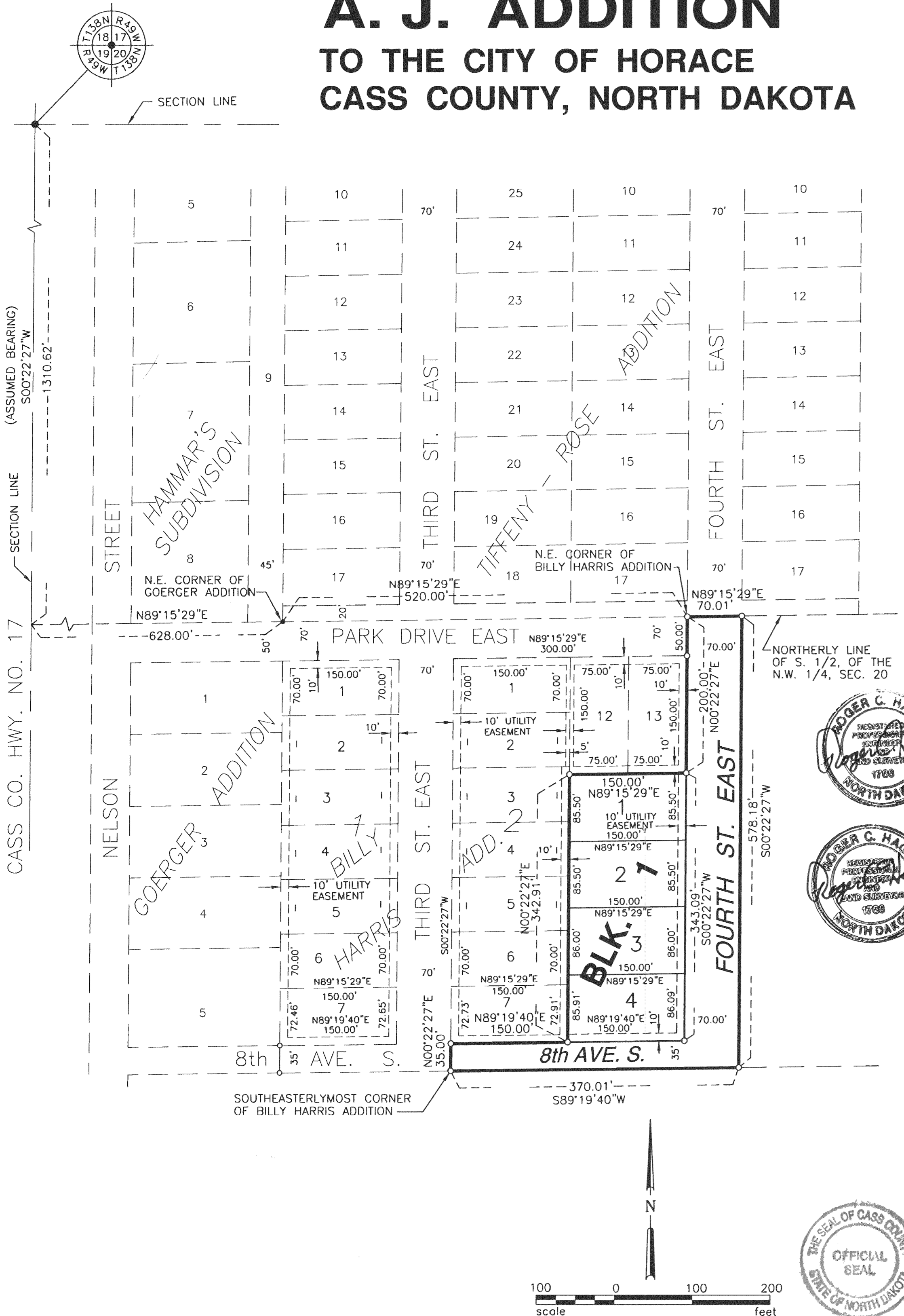
Michael Montplaisir
 MICHAEL MONTPLAISIR, CASS COUNTY AUDITOR

REGISTER OF DEEDS CERTIFICATE
 DOCUMENT NUMBER 744316
 STATE OF NORTH DAKOTA)) S.S.
 COUNTY OF CASS)
 I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THIS 4 DAY OF October, 1993 AT 11:55 O'CLOCK A.M. AND WAS DULY RECORDED IN BOOK 9 OF PLATS PAGE 103.
Deanna Kensrud
 DEANNA KENSRUD, REGISTER OF DEEDS, CASS COUNTY, N.D.
 by *Arlene Sprunk* Deputy

PREPARED BY: **HE HOUSTON ENGINEERING, INC.** FARGO, NORTH DAKOTA

9-103

A. J. ADDITION TO THE CITY OF HORACE CASS COUNTY, NORTH DAKOTA



OWNER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: THAT BELTLINE CONSTRUCTION, INC., A NORTH DAKOTA CORPORATION, AND THE CITY OF HORACE, ARE THE OWNERS AND PROPRIETORS OF THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF HORACE, CASS COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 00°22'27" WEST (ASSUMED BEARING), ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 1310.62 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 89°15'29" EAST, ALONG THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 628.00 FEET TO THE NORTHEAST CORNER OF GOERGER ADDITION TO THE CITY OF HORACE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF BILLY HARRIS ADDITION TO THE CITY OF HORACE; THENCE CONTINUE NORTH 89°15'29" EAST, ALONG THE NORTHERLY LINE OF SAID BILLY HARRIS ADDITION, FOR A DISTANCE OF 520.00 FEET TO THE NORTHEAST CORNER OF SAID BILLY HARRIS ADDITION AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°15'29" EAST, ALONG THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 70.01 FEET; THENCE SOUTH 00°22'27" WEST, PARALLEL WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 578.18 FEET; THENCE SOUTH 89°19'40" WEST FOR A DISTANCE OF 370.01 FEET TO THE SOUTHEASTERLYMOST CORNER OF SAID BILLY HARRIS ADDITION, SAID POINT ALSO BEING 35.00 FEET SOUTHERLY OF THE SOUTHWEST CORNER OF LOT 7, BLOCK 2, OF SAID BILLY HARRIS ADDITION; THENCE NORTH 00°22'27" EAST, ALONG THE EASTERLY LINE OF SAID BILLY HARRIS ADDITION, FOR A DISTANCE OF 35.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 89°19'40" EAST, ALONG THE SOUTHERLY LINE OF SAID BILLY HARRIS ADDITION, FOR A DISTANCE OF 150.00 FEET; THENCE NORTH 00°22'27" EAST, ALONG THE EASTERLY LINE OF SAID BILLY HARRIS ADDITION, FOR A DISTANCE OF 150.00 FEET; THENCE NORTH 00°22'27" EAST, ALONG THE SOUTHERLY LINE OF SAID BILLY HARRIS ADDITION, FOR A DISTANCE OF 150.00 FEET; THENCE NORTH 00°22'27" EAST, ALONG THE EASTERLY LINE OF SAID BILLY HARRIS ADDITION, FOR A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF SAID BILLY HARRIS ADDITION AND THE TRUE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2.351 ACRES, MORE OR LESS
AND THAT SAID PARTIES HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS A. J. ADDITION TO THE CITY OF HORACE, AND DO HEREBY DEDICATE AND CONVEY TO THE PUBLIC, FOR PUBLIC USE, THE STREET, AVENUE AND UTILITY EASEMENTS AS SHOWN ON THE ANNEXED PLAT.
IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

OWNERS:
BELTLINE CONSTRUCTION, INC. (ALL LAND EXCEPT FOURTH ST. EAST)

Deette M. Goerger, President
DEETTE M. GOERGER, PRESIDENT

CITY OF HORACE (FOURTH ST. EAST)
Terry Heiden, Mayor
TERRY HEIDEN, MAYOR

SURVEYOR'S CERTIFICATE:
I, ROGER C. HAGEN, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY ON THIS 17th DAY OF SEPT. 1999 THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT IN FEET AND DECIMALS OF A FOOT, AND THAT THE MONUMENTS FOR THE GUIDANCE OF FUTURE SURVEYS HAVE BEEN PLACED IN THE GROUND AS SHOWN.

Roger C. Hagen
ROGER C. HAGEN
NORTH DAKOTA
REGISTRATION NO. 1766

CITY ENGINEER'S APPROVAL:
APPROVED BY THE CITY ENGINEER THIS 17th DAY OF SEPT. 1999

Roger C. Hagen
ROGER C. HAGEN, CITY ENGINEER

CITY COUNCIL APPROVAL:
APPROVED BY THE HORACE CITY COUNCIL AND ORDERED FILED THIS 4 DAY OF Oct. 1999

Terry Heiden
TERRY HEIDEN, MAYOR

CITY PLANNING COMMISSION APPROVAL:
APPROVED BY THE HORACE CITY PLANNING COMMISSION ON THIS 2 DAY OF October 1999

Gary Dahlgren
GARY DAHLGREN, CHAIRMAN

AUDITOR'S TAX RECORD:
DELINQUENT TAXES AND SPECIAL ASSESSMENTS OR INSTALLMENTS OF SPECIAL ASSESSMENTS PAID AND TRANSFER ENTERED.
Michael Montplaisir
MICHAEL MONTPLAISIR, CASS COUNTY AUDITOR

STATE OF NORTH DAKOTA } S.S.
COUNTY OF CASS }
ON THIS 17th DAY OF Oct. 1999, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DEETTE M. GOERGER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT SHE EXECUTED SAME AS HER FREE ACT AND DEED.
NOTARY PUBLIC: *Mona Rohrer*
MY COMMISSION EXPIRES: July 27, 2002

STATE OF NORTH DAKOTA } S.S.
COUNTY OF CASS }
ON THIS 17th DAY OF Oct. 1999, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TERRY HEIDEN, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME IN THE NAME OF THE CITY OF HORACE, NORTH DAKOTA.
NOTARY PUBLIC: *Mona Rohrer*
MY COMMISSION EXPIRES: July 27, 2002

STATE OF NORTH DAKOTA } S.S.
COUNTY OF CASS }
ON THIS 17th DAY OF September 1999, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROGER C. HAGEN, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS HIS FREE ACT AND DEED.
NOTARY PUBLIC: *Leah D. Nicholson*
MY COMMISSION EXPIRES: 5-1-2003

STATE OF NORTH DAKOTA } S.S.
COUNTY OF CASS }
ON THIS 17th DAY OF September 1999, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROGER C. HAGEN, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME IN THE NAME OF THE CITY OF HORACE, NORTH DAKOTA.
NOTARY PUBLIC: *Leah D. Nicholson*
MY COMMISSION EXPIRES: 5-1-2003

STATE OF NORTH DAKOTA } S.S.
COUNTY OF CASS }
ON THIS 17th DAY OF Oct. 1999, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TERRY HEIDEN, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME IN THE NAME OF THE CITY OF HORACE, NORTH DAKOTA.
NOTARY PUBLIC: *Mona Rohrer*
MY COMMISSION EXPIRES: July 27, 2002

STATE OF NORTH DAKOTA } S.S.
COUNTY OF CASS }
ON THIS 17th DAY OF Oct. 1999, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED GARY DAHLGREN, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME IN THE NAME OF THE CITY OF HORACE, NORTH DAKOTA.
NOTARY PUBLIC: *Mona Rohrer*
MY COMMISSION EXPIRES: July 27, 2002

REGISTER OF DEEDS CERTIFICATE:
DOCUMENT NO. 945040 #10.30 pd.
STATE OF NORTH DAKOTA } S.S.
COUNTY OF CASS }
I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT WAS FILED AND RECORDED IN THIS OFFICE ON THE 2 DAY OF November 1999 AT 10:50 O'CLOCK A.M. AND WAS DULY RECORDED IN BOOK R1 OF PLATS, PAGE 66.

Deanna Kensrud
DEANNA KENSRUD, REGISTER OF DEEDS, CASS COUNTY, ND
Carol Harrington, Deputy
PREPARED BY *HE* HOUSTON ENGINEERING, INC. FARGO, NORTH DAKOTA
PROJECT NO. 2048.047



LEGEND
IRON MONUMENT FOUND •
IRON MONUMENT SET ○
ALL BEARINGS SHOWN ARE BASED ON ASSUMED DATUM.



R1-66

NEUSCHWANDER ADDITION

BEING A PLAT OF PART OF THE SOUTH HALF, NW 1/4,
SECTION 20, T. 138 N., R. 49 W., 5th P.M.,
TO THE CITY OF HORACE,
CASS COUNTY, NORTH DAKOTA

OWNERS' CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: THAT RONALD D. NEUSCHWANDER AND JOYCE E. NEUSCHWANDER, HUSBAND AND WIFE, ARE THE OWNERS AND PROPRIETORS OF THAT PART OF A TRACT OF LAND DESCRIBED ON PAGE 574 OF BOOK 377, ON RECORD AT THE OFFICE OF THE CASS COUNTY RECORDER LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA, MORE PRECISELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA; THENCE SOUTH 00°14'37" WEST (ASSUMED BEARING), ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 1321.97 FEET TO THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED ON PAGE 574 OF BOOK 377; THENCE SOUTH 89°15'49" WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 1430.98 FEET TO THE NORTHEASTERLY MOST CORNER OF A.J. ADDITION TO THE CITY OF HORACE AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°22'27" WEST, ALONG THE EAST LINE OF A.J. ADDITION, FOR A DISTANCE OF 578.18 FEET TO THE SOUTHEAST CORNER OF A.J. ADDITION; THENCE NORTH 89°20'00" EAST FOR A DISTANCE OF 165.98 FEET; THENCE NORTH 00°14'37" EAST FOR A DISTANCE OF 578.36 FEET; THENCE SOUTH 89°15'49" WEST OF A DISTANCE OF 164.67 FEET TO THE NORTHEASTERN MOST CORNER OF A.J. ADDITION AND THE TRUE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2.19 ACRES, MORE OR LESS.

AND THAT SAID PARTIES HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS **NEUSCHWANDER ADDITION** TO THE CITY OF HORACE, AND DO HEREBY DEDICATE AND CONVEY TO THE PUBLIC FOR PUBLIC USE THE PUBLIC ROAD AND UTILITY EASEMENT AS SHOWN ON THE ANNEXED PLAT.

OWNERS:

Ronald D. Neuschwander
RONALD D. NEUSCHWANDER

Joyce E. Neuschwander
JOYCE E. NEUSCHWANDER

SURVEYOR'S CERTIFICATE:

I, ROGER C. HAGEN, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY ON THIS 20th DAY OF Aug, 2006 THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF, THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT IN FEET AND DECIMALS OF A FOOT, AND THAT THE MONUMENTS FOR THE GUIDANCE OF FUTURE SURVEYS HAVE BEEN PLACED IN THE GROUND AS SHOWN.

Roger C. Hagen
ROGER C. HAGEN, NORTH DAKOTA REGISTRATION NO. 1766

CITY ENGINEER'S APPROVAL:

APPROVED BY THE CITY ENGINEER ON THIS 20th DAY OF Aug, 2006

Roger C. Hagen
ROGER C. HAGEN, CITY ENGINEER

CITY PLANNING COMMISSION APPROVAL:

APPROVED BY THE HORACE CITY PLANNING COMMISSION ON THIS 23rd DAY OF May, 2006

Gary Dahlgren
GARY DAHLGREN, CHAIRMAN

CITY COUNCIL APPROVAL:

APPROVED BY THE HORACE CITY COUNCIL AND ORDERED FILED THIS 5th DAY OF Sept, 2006

John Goerger
JOHN GOERGER, MAYOR

Vance Kemmer
VANCE KEMMER, CITY AUDITOR

AUDITOR'S TAX RECORD:

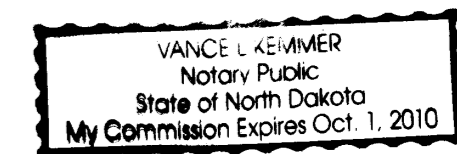
DELINQUENT TAXES AND SPECIAL ASSESSMENTS OR INSTALLMENTS OF SPECIAL ASSESSMENTS PAID AND TRANSFER ENTERED.

Michael Montplaisir
MICHAEL MONTPLAISIR, CASS COUNTY AUDITOR

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

ON THIS 5 DAY OF Sept, 2006, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RONALD D. NEUSCHWANDER AND JOYCE E. NEUSCHWANDER, TO ME KNOWN TO BE THE PERSONS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

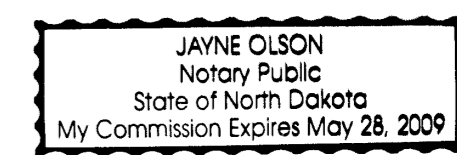
NOTARY PUBLIC: *Vance Kemmer*
MY COMMISSION EXPIRES: 10/1/10



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

ON THIS 20th DAY OF August, 2006, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROGER C. HAGEN, TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS HIS FREE ACT AND DEED.

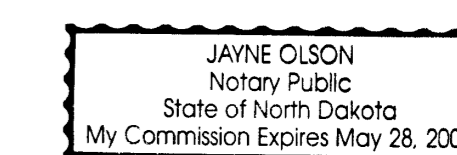
NOTARY PUBLIC: *Roger C. Hagen*
MY COMMISSION EXPIRES: 10/1/10



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

ON THIS 20th DAY OF August, 2006, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROGER C. HAGEN, TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED SAME IN THE NAME OF THE CITY OF HORACE, NORTH DAKOTA.

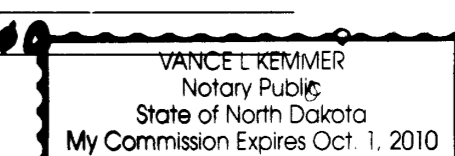
NOTARY PUBLIC: *Roger C. Hagen*
MY COMMISSION EXPIRES: 10/1/10



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

ON THIS 5 DAY OF Sept, 2006, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED GARY DAHLGREN, TO ME KNOWN TO BE THE CHAIRMAN OF THE HORACE PLANNING COMMISSION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME IN THE NAME OF THE HORACE PLANNING COMMISSION.

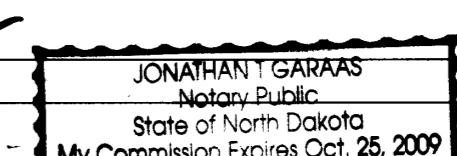
NOTARY PUBLIC: *Vance Kemmer*
MY COMMISSION EXPIRES: 10/1/10



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

ON THIS 6th DAY OF SEPTEMBER, 2006, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN GOERGER, TO ME KNOWN TO BE THE MAYOR OF THE CITY OF HORACE, AND VANCE KEMMER, TO ME KNOWN TO BE THE CITY AUDITOR OF THE CITY OF HORACE, WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF HORACE, NORTH DAKOTA.

NOTARY PUBLIC: *Vance Kemmer*
MY COMMISSION EXPIRES: 10/1/10



NOTARY PUBLIC: *Vance Kemmer*
MY COMMISSION EXPIRES: 10/1/10

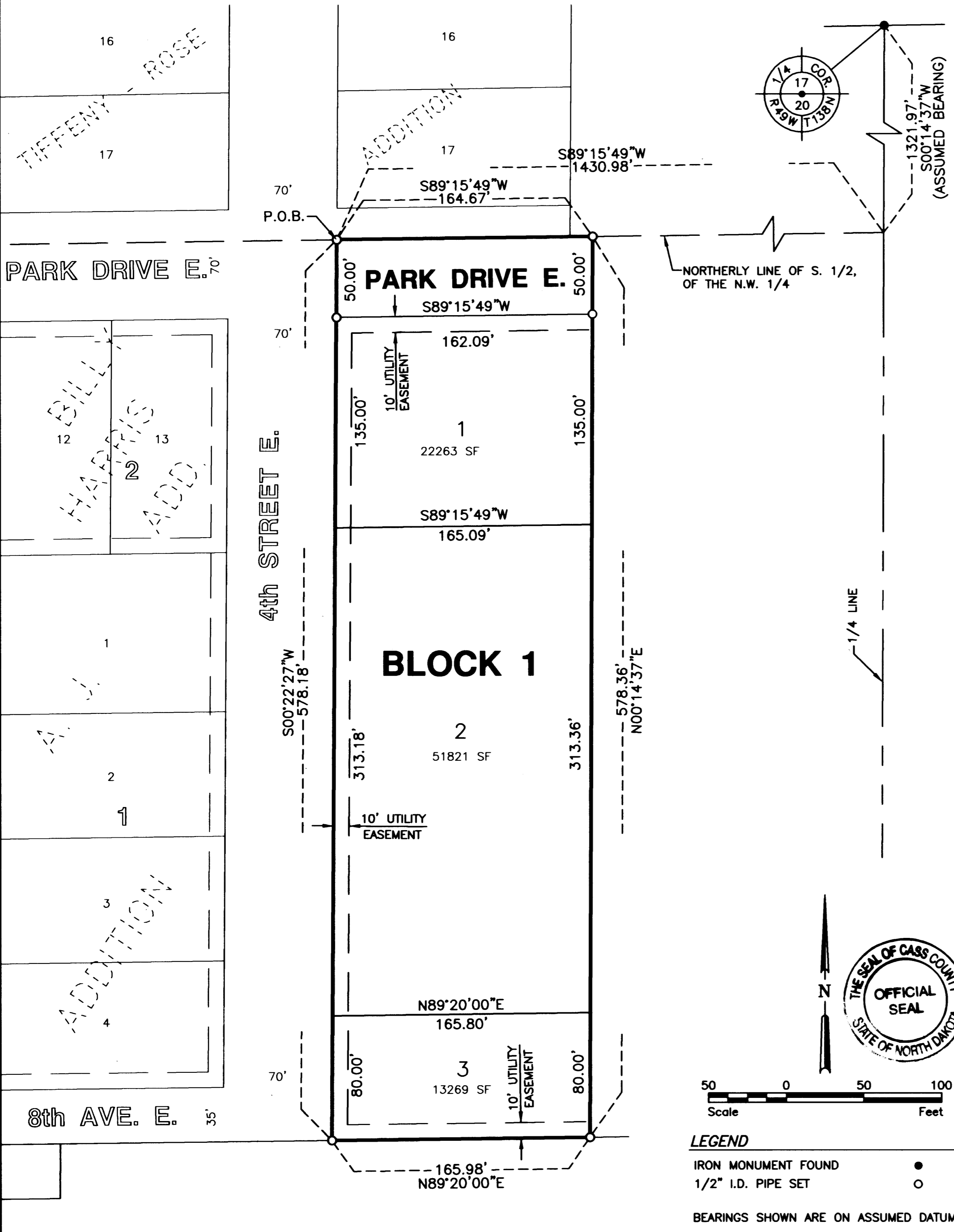
COUNTY RECORDER'S CERTIFICATE

DOCUMENT NO. 1182605

STATE OF NORTH DAKOTA) \$10.20 chg.
) S.S.
COUNTY OF CASS)

I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT WAS FILED FOR RECORD IN THIS ON THE 20th DAY OF Sept, 2006, AT 8:00 O'CLOCK A.M. AND WAS DULY RECORDED AS DOCUMENT NO. 1182605 in Book V-1 of Plate Page 99.

Deanna Kensrud
DEANNA KENSURD, CASS COUNTY RECORDER



HE Houston Engineering, Inc.
2505 NORTH UNIVERSITY DRIVE TEL: (701) 237-5065
FARGO, NORTH DAKOTA 58102 FAX: (701) 237-5101 PROJECT NO. 2048-079

V-1-99

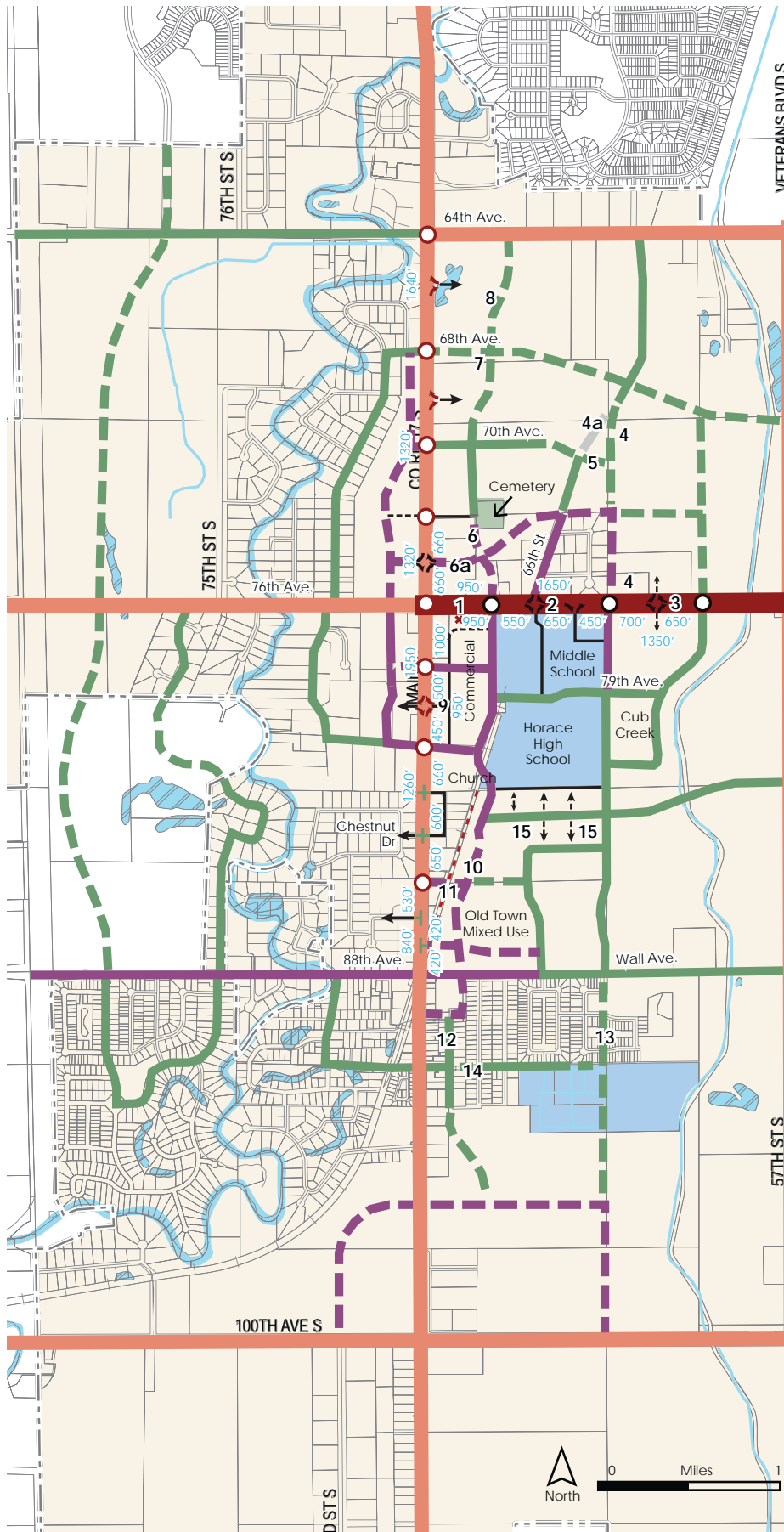
Figure 7-12

CORE AREA FUTURE STREET TYPOLOGY

- Commercial Arterial
 - Built/Platted
 - - Proposed
- Mixed Use Arterial
 - Built/Platted
 - - Proposed
- Mixed Use Collector
 - Built/Platted
 - - Proposed
- Residential Collector
 - Built/Platted
 - - Proposed

Notes: (RI/RO = 'right-in/right-out')

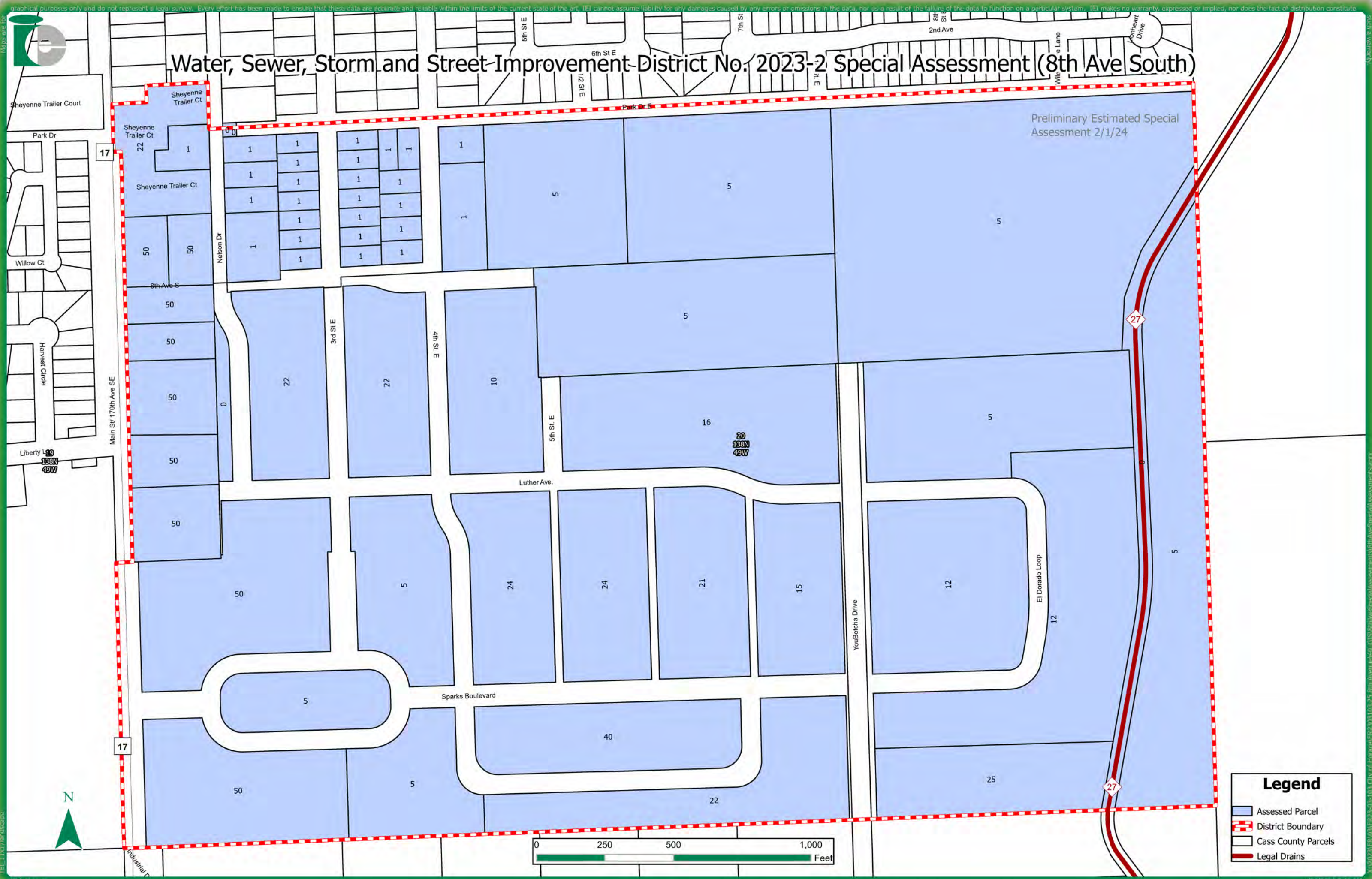
1. No RI/RO to 76th Av from Lakeview Hts 3rd
2. Two RI/RO to 76th Av
3. Add'l RI/RO to 76th Av from Cub Creek
4. 63rd St continuity N. beyond 76th Av, connects to platted 66th St (4a.) Vacate portion of 66th St from S.
5. 70th Av continuity E. to connect with 66th St
6. Lakeview Dr continuity N. beyond 76th Av to 64th Av (6a.) 74th Av as E-W collector
7. 68th Av continuity E. from CR 17 to 66th St
8. Lakeview Dr continuity N. beyond 76th Av to 64th Av
9. Add'l RI/RO to CR 17
10. Lakeview Dr continuity S. into Old Town to 88th Av
11. E-W collector N. side of Casey's
12. Nelson Dr as continuation of Lakeview Dr S. of 88th Av
13. 63rd St continuity S. of 88th not possible now due to existing development, lagoons
14. Park Dr as E-W collector
15. Reduce block length with N-S streets





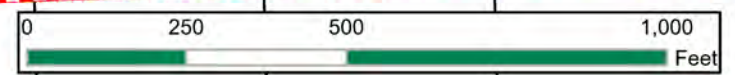
Water, Sewer, Storm and Street Improvement District No. 2023-2 Special Assessment (8th Ave South)

Preliminary Estimated Special Assessment 2/1/24



Legend

- Assessed Parcel
- District Boundary
- Cass County Parcels
- Legal Drains



MEMO

To: Horace City Council
(Via email: Bholper@cityofhorace.com)

From: James Dahlman, PE *Jad*

Date: February 1st, 2024

Re: Water, Sewer, Storm, and Street Improvement District No. 2023-2
8th Avenue South (From CR17 to approximately 250' East of 4th Street East)
& Nelson Drive from 8th Avenue to Park Drive E
ER23-03-103.25

Please find the engineering services agreement for preliminary, design and construction engineering services for Water, Sewer, Storm, and Street Improvement District No. 2023-2 8th Avenue South (From CR17 to approximately 250' East of 4th Street East) & Nelson Drive (from 8th Avenue to Park Drive East) attached.

These fees will be special assessed as part of the improvement district.

If you have any questions, please feel free to contact me at (701) 532-0438.

Thank You

ATTACHMENTS



AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, is made and entered into this 5th day of February 2024, by and between the City of Horace, North Dakota, (the “OWNER”), and Interstate Engineering, Inc., (the “ENGINEER”).

WHEREAS, the Owner intends to construct and install water, sewer, storm and street improvements and all necessary and related appurtenances to be known as Water, Sewer, Storm, and Street Improvement District 2023-2 8th Avenue South (From CR17 to approximately 250’ East of 4th Street East) & Nelson Drive (from 8th Avenue to Park Drive East) in the City of Horace, Cass County, State of North Dakota (the “PROJECT”); and

WHEREAS, the ENGINEER agrees to perform the various professional engineering services required for the design, construction, and installation of the PROJECT; and

WHEREAS, the parties desire to memorialize the terms of this Agreement in writing.

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

SECTION A PRELIMINARY ENGINEERING REPORT

1. The ENGINEER will attend meetings with the OWNER and or OWNER’s representative.
2. The ENGINEER will prepare a Preliminary Engineer Report as to the general nature, purpose, responsibility, and opinion of probable costs of the PROJECT.
3. The ENGINEER will prepare a Preliminary Opinion of Probable Costs of the PROJECT.
4. The ENGINEER will prepare an Improvement District Boundary Map for the PROJECT.
5. The ENGINEER will prepare a Preliminary Special Assessment maps and lists for the PROJECT.
6. **PLAN SELECTION:** Plan selection will involve making choices among alternatives based on a display of the significant costs, effects, and benefits. Common units are lacking for measuring environmental, social, economic, and other costs, and therefore selection of the most cost-effective alternative requires careful judgement. The OWNER and ENGINEER will evaluate and select the most reasonable, suitable alternative.
7. **PROJECT ADMINISTRATION:** The ENGINEER will provide project administration as required by the OWNER. The OWNER will be responsible for the cost of legal fees, public advertisement, and permits required by the PROJECT.

8. **TIME SCHEDULE:** The ENGINEER agrees to diligently pursue the work to be accomplished and to assign the necessary qualified personnel to the PROJECT in order to complete said work on the Preliminary Engineering Report within thirty (30) calendar days.
9. **COMPENSATION FOR SECTION A:** Compensation for the Preliminary Engineering Report, the preliminary opinion of probable Cost, the preparation of the improvement district boundary and the preliminary special assessment costs are illustrated under **Section E** of this Agreement.

SECTION B

DESIGN ENGINEERING SERVICES

1. **DESIGN:** After approval of the Preliminary Engineering Report, the ENGINEER will perform the necessary design surveys (not including metes and bounds surveys for lands and right of way), complete the detailed design of the PROJECT, prepare detailed plans and specifications, furnish contract document forms, and make a final opinion of probable cost based upon the final design.
2. **OWNERSHIP OF DOCUMENTS:** Original documents, survey notes, tracings and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER. A reproducible copy of the above-mentioned documents will be furnished to the OWNER upon request of same by the OWNER.
3. **CONTRACT DOCUMENTS:** The contract documents furnished by the ENGINEER under Paragraph 14, Section C shall include the advertisement for bids, instructions to bidders, proposal form, contract agreement form, general conditions, special conditions, and payment and performance bond forms.
4. The ENGINEER shall complete a topographical survey for the project. The Topographical survey will include contacting 811 or Utility locates for the project area.
5. The ENGINEER shall prepare an ENGINEERING DESIGN REPORT for the project.
6. The ENGINEER shall prepare DETAILED PLANS AND SPECIFICATIONS for the project.
7. The ENGINEER shall submit Plans for 50% review for the project to the OWNER.
8. The ENGINEER shall submit Plans for 75% review for the project to the OWNER.
9. The ENGINEER shall submit Plans for 90% review for the project to the OWNER.
10. The ENGINEER shall submit Plans for 100% review for the project to the OWNER.

11. **PLANS AND SPECIFICATIONS:** Prior to advertisement for bids, the ENGINEER will provide two (2) copies of the detailed plans, specifications, and contract documents for use by the OWNER. The ENGINEER will provide such additional copies of the plans, specifications, and contract documents as may be needed to secure the approval of the appropriate Federal, State, and local agencies. The cost of such plans, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
12. The ENGINEER will submit the prepared Plans and Specifications for the project to the regulatory agencies that will require review of the plans and specifications. Such as the NDDEQ for the review and approval of water and sewer plans and specifications.
13. The ENGINEER will complete an internal QC/QA review of the plans and specifications prior to advertising for bids for the project.
14. The ENGINEER will prepare the advertisement for bids for the project.
15. The ENGINEER will submit the advertisement for bids for publishing for the project at the request of the OWNER.
16. The ENGINEER will upload the Plans and Specifications for the Project to the Online bidding Platform such as QUESTCDN.
17. The ENGINEER will answer questions during the bidding process from contractors and suppliers.
18. The ENGINEER will prepare any Addendums or clarifications necessary during the bidding of the project.
19. The ENGINEER will attend the bid opening and tabulate bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
20. **TIME SCHEDULE:** The ENGINEER agrees to diligently pursue the work to be accomplished and to assign the necessary qualified personnel to the PROJECT in order to complete said work on the plans and specifications in a schedule determined after approval of the Preliminary Engineering Report/Facility Plan.
21. **COMPENSATION FOR SECTION B--ENGINEERING DESIGN COSTS:** Compensation for design engineering services is provided under **Section F** of this Agreement.

SECTION C RIGHT OF WAY/ EASEMENTS

1. **EASEMENT DESCRIPTIONS:** The ENGINEER shall furnish centerline type descriptions for easements that are required, provided such descriptions may be developed from the design surveys and the construction drawings.

2. **PROJECT ADMINISTRATION:** The ENGINEER will provide project administration as required by the OWNER. The OWNER will be responsible for the cost of legal fees and public advertisement required for the PROJECT.

When additional surveys are required by the ENGINEER to determine property corners, metes and bounds, and services related thereto, and, if it is required that maps, plans, or estimates be developed from such additional surveys, then additional compensation shall be paid to the ENGINEER as provided in **Section G**.

3. **RIGHT OF WAY NEGOTIATIONS:** The ENGINEER shall meet with landowners and help to secure the right of way for the PROJECT.
4. **COMPENSATION FOR SECTION C--RIGHT OF WAY ACQUISITION COSTS:** Compensation for right of way acquisition is provided under **Section G** of this Agreement.

SECTION D CONSTRUCTION ENGINEERING SERVICES

1. The ENGINEER will prepare the construction contract to be awarded to the most responsive, responsible bidder. The OWNER will have its legal counsel review the construction contract for adequacy.
2. Upon award of the construction contract, the ENGINEER will furnish plans, specifications, and contract documents for execution and signature.
3. The ENGINEER will hold a preconstruction meeting with contractor and other concerned agencies.
4. The ENGINEER will cooperate and work closely with the OWNER.
5. The ENGINEER will provide Construction Engineering Services and administration as required.
6. The ENGINEER will provide qualified personnel to conduct necessary observation to assure the PROJECT is being constructed in accordance with the plans, specifications, and contract documents. The ENGINEER does not guarantee the performance of the contractor(s) by the ENGINEER's performance of the above items. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the plans, specifications, and contract documents in a workmanlike manner. The ENGINEER's undertaking hereunder shall not impose upon the ENGINEER any obligation to see to it that the work is performed in a safe manner.
7. The ENGINEER will provide Construction Surveying as required to construct the PROJECT.
8. The ENGINEER will interpret the intent of the plans and specifications to protect the OWNER against defects and deficiencies in construction on the part of contractors. The ENGINEER will not, however, guarantee the performance by any contractor.

9. The ENGINEER will review and approve Shop Drawings as necessary.
10. The ENGINEER will coordinate testing and analyze test results.
11. The ENGINEER will document quantities of bid items used to construct the PROJECT.
12. The ENGINEER will prepare estimates for progress payments and final payment.
13. The ENGINEER will review partial payment requests and determine final quantities.
14. The ENGINEER will review all change orders and make a recommendation to the OWNER regarding whether the change order is reasonable as provided under the construction contract.
15. The ENGINEER will make final inspection of all construction and certification of final inspection to the OWNER.
16. The ENGINEER will prepare close-out documentation for the PROJECT.
17. The ENGINEER will prepare Record Drawings and furnish a reproducible copy to the OWNER.
18. The ENGINEER will provide project administration as required by the OWNER. The OWNER will be responsible for the cost of legal fees and public advertisement required for the PROJECT.
19. SPECIAL ASSESSMENTS: The ENGINEER will work with the OWNER in preparation of assessments to be levied, including but not limited to property listing, attending meetings, and calculating assessments.
20. MAPPING UPDATES: The ENGINEER will work with the OWNER in updating the city GIS, subdivision, water, sanitary sewer, storm sewer and street maps.
21. COMPENSATION FOR SECTION D---CONSTRUCTION INSPECTION AND CONSTRUCTION SURVEYING COSTS: Compensation for construction inspection services and construction surveying services is provided under **Section H** of this Agreement.

SECTION E

COMPENSATION FOR PRELIMINARY ENGINEERING REPORT

The OWNER agrees to compensate the ENGINEER for engineering services provided under **Section A** of this Agreement according to the following fee structure:

1. Total costs payable for the Preliminary Engineering Report for the PROJECT under this section shall be a Lump Sum of Fifteen Thousand Dollars (\$15,000), unless agreed upon by the OWNER and the ENGINEER.
2. PAYMENTS: Payments to the ENGINEER will be made by the OWNER monthly upon receipt of a monthly voucher setting forth the costs incurred to date from the ENGINEER.

3. **INTER-PROFESSIONAL REQUIRMENTS:** When the scope of the PROJECT requires use of a field engineering not available within the scope of the ENGINEER'S employees, these services will be contracted by the ENGINEER and reimbursed at the actual costs incurred ten percent (%10).

SECTION F COMPENSATION FOR DESIGN ENGINEERING SERVICES

1. The OWNER agrees to compensate the ENGINEER for design engineering services, under **Section B** of this Agreement, based on a percentage of construction costs. The compensation to be paid to the ENGINEER shall be as per the attached RUS 1780 based upon the scope of the project approved by the Council. The compensation for DESIGN ENGINEERING SERVICES shall be payable as follows:
2. Under the compensation due to the ENGINEER for design engineering, the ENGINEER agrees to secure and maintain at the ENGINEER's expense such insurance as will protect it and the OWNER from claims under the Workmen's Compensation Act and from all claims for bodily injury, death, or property damage which may arise from the performance of the ENGINEER or the ENGINEER's employees' services under this Agreement.
 - a) Total Cost payable for the **Engineering Design Report** for the project under this section shall be Fifteen Thousand Dollars (\$15,000.00) unless agreed upon by the OWNER and the ENGINEER
3. Compensation for Design Engineering Services Shall be as follows:
 - a) Ten Percent (10%) of the total compensation, based on the preliminary cost estimate, at the completion of the Topographic Survey.
 - b) Fifteen percent (25%) of the total compensation, based on the preliminary cost estimate, upon completion of 50% preliminary plans and estimates.
 - c) Fifteen percent (15%) of the total compensation, based on the preliminary cost estimate, upon completion of 75% preliminary plans and estimates.
 - d) Fifteen percent (15%) of the total compensation, based on the preliminary cost estimate, upon completion of 90% preliminary plans and estimates.
 - e) Fifteen percent (15%) of the total compensation, based on the preliminary cost estimate, upon completion of 100% final plans and estimates.
 - f) Ten percent (10%) of the total compensation, based on the final cost estimate, upon completion and submission of the final plans, specifications, cost estimates, and contract documents, and acceptance of the same by the OWNER.
 - g) Ten percent (10%) of the total compensation based on construction contract costs, when construction contracts are awarded or if the OWNER does not award the contract.

SECTION G COMPENSATION FOR RIGHT OF WAY ACQUISITION SERVICES

The OWNER agrees to compensate the ENGINEER for right of way acquisition, under **Section C** of this Agreement, based on a percentage of construction costs.

- SALARY COSTS:** The actual payroll costs of principals and employees will be allowed when engaged in productive work utilized on the projects to perform the work described in this Agreement. The classifications listed below reflect personnel available to complete this Agreement and are for information purposes only. The actual payroll costs will be charged when billing the OWNER for work accomplished.

CLASSIFICATIONS:

ENG I	SURV I	TECH I	ADMIN 1
ENG II	SURV II	TECH II	
ENG III	SURV III	TECH III	
ENG IV	SURV IV	TECH IV	
ENG V	SURV V	TECH V	
ENG VI	SURV VI		
ENG VII	SURV VII		

- MILEAGE:** Allowance for transportation will include vehicles used on the PROJECT based on the following rates (mileage is charged from the Horace Interstate Engineering Office):

Travel Vehicles	\$0.82 per mile
Survey Vehicles	\$0.892 per mile

- PRINTING:**

8 ½" x 11"	\$0.15 per sheet
11" x 17"	\$0.25 per sheet
Blackline (24" x 36")	\$2.50 per sheet

- MISCELLANEOUS:** Staking supplies and other materials used for the PROJECT will be paid on the basis of actual costs.
- LONG DISTANCE TELEPHONE AND ANY ORDINARY POSTAGE:** Long distance telephone and ordinary postage are charged at actual cost.
- OVERHEAD COSTS:** A multiplier of 210 percent (210%) will be taken times the sum of the payroll costs to come up with a cost for fringe benefits and overhead.
- PROFIT:** In addition to payment for costs previously enumerated in this section, the ENGINEER will be paid an amount for profit of 15 percent (15%) of the payroll, fringe benefits, and overhead cost.

8. **PAYMENTS:** Payments to the ENGINEER will be made by the OWNER monthly upon receipt from of a monthly voucher setting forth the costs incurred to date from the ENGINEER.
9. **INTER-PROFESSIONAL REQUIREMENTS:** When the scope of the PROJECT requires the use of a field of engineering not available within the scope of the ENGINEER'S employees, these services will be contracted by the ENGINEER and reimbursed at the actual costs incurred plus ten percent (10%).
10. Total costs payable for services under this section shall not exceed Ten Thousand Dollars (\$10,000.00), unless agreed upon by the OWNER and the ENGINEER.

SECTION H COMPENSATION FOR CONSTRUCTION ENGINEERING SERVICES

The OWNER agrees to compensate the ENGINEER for construction engineering services, under **Section D** of this Agreement, as set forth in this section:

1. **SALARY COSTS:** The actual payroll costs of principals and employees will be allowed when engaged in productive work utilized on the projects to perform the work described in this Agreement. The classifications listed below reflect personnel available to complete this Agreement and are for information purposes only. The actual payroll costs will be charged when billing the OWNER for work accomplished.

CLASSIFICATIONS:

ENG I	SURV I	TECH I	ADMIN 1
ENG II	SURV II	TECH II	
ENG III	SURV III	TECH III	
ENG IV	SURV IV	TECH IV	
ENG VSURV V		TECH V	
ENG VI	SURV VI		
ENG VII	SURV VII		

2. **MILEAGE:** Allowance for transportation will include vehicles used on the PROJECT based on the following rates (mileage is charged from the Horace Interstate Engineering Office):

Travel Vehicles	\$0.82 per mile
Survey Vehicles	\$0.92 per mile

3. **PRINTING:**

8 ½" x 11"	\$0.15 per sheet
11" x 17"	\$0.25 per sheet
Blackline (24" x 36")	\$2.50 per sheet

4. **MISCELLANEOUS:** Staking supplies and other materials used for the PROJECT will be paid on the basis of actual costs.
5. **LONG DISTANCE TELEPHONE AND ANY ORDINARY POSTAGE:** Long distance telephone and ordinary postage are charged at actual cost.
6. **OVERHEAD COSTS:** A multiplier of 210 percent (210%) will be taken times the sum of the payroll to come up with a cost for fringe benefits and overhead cost.
7. **PROFIT:** In addition to payment for costs previously enumerated in this section, the ENGINEER will be paid an amount for profit of 15 percent (15%) of the payroll, fringe benefits, and overhead cost.
8. **PAYMENTS:** Payments to the ENGINEER will be made by the OWNER monthly upon receipt from the ENGINEER a monthly voucher setting forth the costs incurred to date.
9. **INTER-PROFESSIONAL REQUIREMENTS:** When the scope of the project requires the use of a field of Engineering not available within the ENGINEER'S employees, these services will be contracted by the ENGINEER and reimbursed at the actual costs incurred plus ten percent (10%).

SECTION I

COMPENSATION FOR SPECIAL ENGINEERING SERVICES

In addition to the foregoing services and fees, the following special engineering services and fees may be required:

1. Laboratory tests, well tests, borings, specialized geological, hydraulic, or other studies may be recommended by the ENGINEER. The cost of such tests and/or studies shall be borne by the OWNER provided, however, that the OWNER shall be advised of and give written consent to such tests and studies prior to performance.
2. The following special services shall be done by the ENGINEER upon written request by the OWNER and compensation therefore shall be as outlined in the ENGINEER'S most recent schedule of rates.
 - a.) Necessary data and filing maps for permit revisions, litigation, required metes and bounds surveys, or for other reasons;
 - b.) Redesigns ordered by the OWNER after final plans have been accepted; and
 - c.) Funding agency requirements for necessary documents for application.
3. Additional project administration required because of Federal participation on the PROJECT. This additional compensation will be charged on an hourly basis as per the ENGINEER'S most recent schedule of rates.

SECTION J INTEREST ON UNPAID BALANCE

Interest at the rate of one percent (1%) per month shall be due and payable commencing fifteen (15) days after proper submittal of the bill for engineering services.

SECTION K CONTRACT TERMINATION

1. This Agreement may be terminated by either party at any time upon thirty (30) days written notice. This written notice will be mailed or hand delivered. In the event that such termination should take place at any time other than at the completion of the work to be performed by the ENGINEER, the ENGINEER will be paid by the OWNER for all work completed to date of termination based on the ENGINEER's rate schedule in effect when the services were provided.
2. Reproducible copies of all drawings, prints, plans, and field notes prepared by the ENGINEER, prior to such termination shall be made available to the OWNER. The cost shall be charged to the OWNER as set forth in our most recent fee schedule.
3. Controversies arising out of the work that cannot be settled by mutual agreement shall be submitted to non-binding mediation.

SECTION L RECORD RETENTION

1. Complete and accurate records of the work done pursuant to this Agreement shall be kept by ENGINEER for a minimum of six (6) years following termination of this Agreement. The retention period shall be automatically extended during the course of any administrative or judicial action involving the OWNER regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the OWNER's authorized agent notifies the ENGINEER, in writing, that the records no longer need to be kept. The books, records, documents, and accounting procedures and practices of the ENGINEER relevant to this Agreement shall be subject to examination by the OWNER and the State Auditor of North Dakota.
2. INSTRUMENTS OF SERVICE: All reports as well as original final reproducible drawings, plans, calculations, specifications, studies, software programs, tapes, models, electronic files, notes and memoranda, assembled or prepared by ENGINEER, or furnished by ENGINEER, in connection with this contract shall remain the property of the ENGINEER and will be transmitted to the OWNER as instruments of service as requested by the OWNER.

3. **REUSE OF DOCUMENTS:** Any reuse of said documents on any extension of the project or any other project by the OWNER without prior written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the OWNER's sole risk without liability or legal exposure to ENGINEER. The OWNER shall indemnify, defend and hold harmless from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting from any such reuse by the OWNER. Any such verification or adaptation shall entitle ENGINEER to further compensation at rates to be agreed upon by the OWNER and ENGINEER.
4. **DISSEMINATION OF INFORMATION:** The ENGINEER shall have the right, but shall not be obligated, to retain copies of documents and to use same for any purpose unless such use can be reasonably expected to cause harm to the OWNER or constitute a violation of patent/copyright protection. Copies of said documents shall not be made available by the ENGINEER to any individual or organization without the prior written approval of the OWNER except as required as normal incident of completion of the work of the ENGINEER, unless such documents shall have been previously made public by the OWNER.

SECTION M INDEMNITY

1. The ENGINEER agrees to indemnify and save and hold the OWNER, City Council, officers, employees, and agents, other than the facility construction contractors, harmless from any and all claims or causes of action arising from the negligence of ENGINEER or ENGINEER's employees, officers, agents, or subcontractors of ENGINEER or ENGINEER's subcontractor's employees. This clause shall not be construed to bar any legal remedies the ENGINEER may have for the OWNER's failure to fulfill its obligations pursuant to this Agreement.
2. The liability of the ENGINEER, its officers, agents, employees, subcontractors, or subcontractor's employees for the OWNER's claims of loss, injury, death, or damage, including without limitation, the OWNER's claims of contribution and indemnification with respect to third party claims, shall not exceed in the aggregate the amount of \$1,000,000 for any number of claims arising out of any single occurrence.

SECTION N INSURANCE

The ENGINEER shall not commence work under this Agreement until it has obtained, at its own cost and expenses, all insurance required herein. Insurance coverage is subject to approval of the OWNER and shall be maintained by the ENGINEER until final completion of the work. The ENGINEER further agrees that it shall at all times during the term of this Agreement have and keep in force the following types of insurance in amounts sufficient to meet the maximum liability provided above:

1. Comprehensive General Liability – \$1,000,000 Single;
2. Comprehensive Automobile Liability – \$2,000,000 Aggregate;
3. Professional Liability;
4. Contractual Liability; and
5. Workers' compensation sufficient to meet statutory requirements in the State of North Dakota.

SECTION O SUBCONTRACTS

The ENGINEER shall not subcontract any other portion of the work to be performed under this Agreement nor assign this Agreement without the prior written approval of the OWNER. The ENGINEER shall ensure and require that any subcontractor of the ENGINEER used to perform any portion of this Agreement shall report to and bill the ENGINEER directly. The ENGINEER shall be solely responsible for the breach in performance or non-performance of any subcontractor.

SECTION P GOVERNING LAW

This Agreement will be construed in accordance with and governed by North Dakota law.

SECTION Q FORBEARANCE

The failure or delay of any party to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

SECTION R SEVERABILITY

If any court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

ATTACHMENT No. 1
SUMMARY OF ESTIMATED ENGINEERING COSTS

Engineering Service Description:	Contract Section	Method	Cost:
Preliminary Engineering Report	A & E	Lump Sum	\$5,000.00
Engineering Design Report	B & F	Lump Sum	\$15,000.00
Civil Engineering Design Services	B & F	6.49% of Construction	\$383,098.00*
Electrical Engineering	B & F	10% of Electrical Items	\$11,000.00*
Right of Way and Easement Acquisition	C & G	Hourly Not to Exceed	\$10,000.00
Construction Engineering Services	D & H	8% Estimated (Not to Exceed)	\$458,800.00*
		Total	\$872,898.00

*Estimated



ATTACHMENT No. 2
DESIGN ENGINEERING FEE TABLE

ENGINEERING FEES FOR BASIC ENGINEERING SERVICES ONLY		
2016 RUS UPDATED DESIGN ONLY		
CONSTRUCTION INCLUDING WATER, SEWER & STORM SEWER		
Project Construction cost In \$	Engineering Fee in \$	Engineering Fee in % of Construction
\$100,000	\$14,000.00	14.00%
\$154,730	\$20,137.89	13.01%
\$200,000	\$24,400.00	12.20%
\$250,000	\$29,312.50	11.73%
\$300,000	\$33,750.00	11.25%
\$320,840	\$35,726.75	11.14%
\$400,000	\$42,800.00	10.70%
\$450,000	\$47,250.00	10.50%
\$500,000	\$51,500.00	10.30%
\$550,000	\$55,082.50	10.02%
\$600,000	\$58,380.00	9.73%
\$650,000	\$62,335.00	9.59%
\$700,000	\$66,150.00	9.45%
\$767,000	\$71,196.78	9.28%
\$800,000	\$73,600.00	9.20%
\$864,000	\$78,382.08	9.07%
\$900,000	\$81,000.00	9.00%
\$950,000	\$84,787.50	8.93%
\$1,000,000	\$88,500.00	8.85%
\$1,250,000	\$106,875.00	8.55%
\$1,500,000	\$123,750.00	8.25%
\$1,674,447	\$134,636.65	8.04%
\$2,000,000	\$153,000.00	7.65%
\$2,500,000	\$185,875.00	7.44%
\$3,000,000	\$216,600.00	7.22%
\$3,500,000	\$247,100.00	7.06%
\$4,000,000	\$276,000.00	6.90%
\$4,500,000	\$307,125.00	6.83%
\$5,000,000	\$337,500.00	6.75%
\$5,500,000	\$368,500.00	6.70%
\$6,000,000	\$399,000.00	6.65%
\$6,500,000	\$429,000.00	6.60%
\$7,000,000	\$458,500.00	6.55%
\$7,500,000	\$487,500.00	6.50%
\$8,000,000	\$516,000.00	6.45%
\$9,000,000	\$576,000.00	6.40%

ATTACHMENT No. 3
DESIGN ENGINEERING FEE TABLE
2024 SCHEDULE OF RATES

	<u>Hourly Rate</u>		<u>Hourly Rate</u>
<u>Engineers</u>		<u>Technicians</u>	
ENG I	\$ 130.00	TECH I	\$ 85.00
ENG II	\$ 145.00	TECH II	\$ 100.00
ENG III	\$ 160.00	TECH III	\$ 115.00
ENG IV	\$ 175.00	TECH IV	\$ 130.00
ENG V	\$ 190.00	TECH V	\$ 145.00
ENG VI	\$ 205.00	TECH VI	\$ 160.00
ENG VII	\$ 220.00	TECH VII	\$ 175.00
ENG VIII	\$ 235.00	TECH VIII	\$ 190.00
ENG IX	\$ 250.00	TECH IX	\$ 205.00
ENG X	\$ 265.00	TECH X	\$ 220.00
 <u>Surveyors</u>		 <u>Planners</u>	
SURV I	\$ 105.00	PLANNER I	\$ 115.00
SURV II	\$ 120.00	PLANNER II	\$ 140.00
SURV III	\$ 135.00	PLANNER III	\$ 165.00
SURV IV	\$ 150.00	PLANNER IV	\$ 190.00
SURV V	\$ 165.00	PLANNER V	\$ 215.00
SURV VI	\$ 180.00		
SURV VII	\$ 195.00	<u>Administrative</u>	
SURV VIII	\$ 210.00	ADMIN I	\$ 85.00
SURV IX	\$ 225.00	ADMIN II	\$ 95.00
SURV X	\$ 240.00		
		<u>Information Technologists</u>	
 <u>Expert Witness</u>	\$ 300.00	IT I	\$ 140.00
		IT II	\$ 190.00

CHARGEABLE EXPENSES

Subsistence	Actual cost	Travel Vehicle	\$0.82 per mile
Subconsultant Services – Geotechnical	Actual cost plus 15%	Survey Vehicle	\$0.92 per mile
Subconsultant Services – Other	Actual cost plus 10%	ATV	\$75.00 per day
Survey Materials Required	Actual cost plus 25%	ATV with Tracks	\$125.00 per day
Plat Certification per Certification	\$35.00	UTV	\$150.00 per day
Recordation per Monument	\$35.00	UTV with Tracks	\$200.00 per day
24" x 36" Prints per Page	\$9.00	Snowmobile	\$200.00 per day
Other Miscellaneous Project Expenses	Actual cost		

Any and all sales and use tax, TERO or other special fees which apply to this contract.

12/31/2023



CONSTRUCTION PLANS FOR WATER, SEWER, STORM, & STREET IMPROVEMENT DISTRICT Nos.: 2020-1, 2021-2, & 2020-4 FINAL ASPHALT PAVEMENT LIFTS (VARIOUS LOCATIONS)

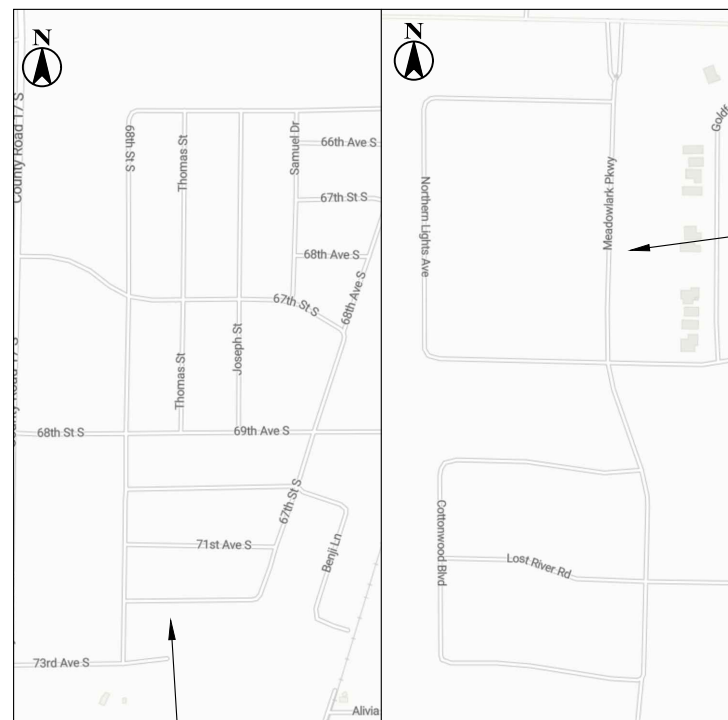
PREPARED FOR
HORACE, NORTH DAKOTA

INDEX OF DRAWINGS	
SHEET NUMBER	SHEET(S) TITLE
G-1	COVER
G2-G4	SCOPE OF WORK
G5	NOTES
G6	QUANTITIES
G7-G8	BASIS OF ESTIMATE
G9	GENERAL DETAILS
TS1-TS6	TYPICAL SECTIONS

THIS PLAN SET CONTAINS 15 SHEETS



LOCATION MAP
NOT TO SCALE



**PROJECT LOCATION
SOUTH DALE FARM FIRST
and THIRD ADDITIONS**

SITE MAP
NOT TO SCALE

PROJECT LOCATION
LOST RIVER FIFTH
ADDITION

QUALITY REVIEW :

BY: INTERSTATE ENGINEERING, INC.
PROJECT MANAGER

**CLICK HERE!!
IE STANDARD
SELECT A PE
STAMP AND ENTER
INFORMATION OR LEAVE
BLANK FOR WET STAMP**

APPROVED :

BY: INTERSTATE ENGINEERING, INC.
PROJECT ENGINEER

**CLICK HERE!!
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CITY OFFICIALS	
MAYOR: KORY PETERSON	CITY ADMINISTRATOR: BRENTON HOLPER
COUNCIL: ADAM CARPENTER	
COUNCIL: JEFFREY TRUDEAU	COUNCIL: SARAH VEIT
COUNCIL: STEPHANIE LANDSTROM	COUNCIL: NAOMI BRUKLAND

REVISION NO.	DATE	BY	DESCRIPTION

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Professionals you need, people you trust.

Interstate Engineering
574 Main Street, Suite A
Horace, ND 58047
(701) 532.0438
www.interstateeng.com

SECTION G
1
SHEET NO.

MEMO

To: Horace City Council
(Via email: Bholper@cityofhorace.com)

From: James Dahlman, PE *Jad*

Date: February 1st, 2024

Re: Water, Sewer, Storm, and Street Improvement District Nos. 2020-1, 2021-1, & 2020-4
Southdale Farms 1st Addition, Southdale Farms 3rd Addition, and Lost River 5th Addition
Final Asphalt Pavement Lifts (Various Locations)
Horace, North Dakota
ER23-03-103.06, ER23-03-103.07, & ER23-03-103.08

Please find an example plan sheet attached for the above referenced project.

This is being presented for your information, review, and comments.

The anticipated project schedule is:

- February 5th, 2024 - approve plans and specifications.
- February 7th, 2024 - advertise in the paper.
- February 14th, 2024 - advertise in the paper.
- February 21st, 2024 - advertise in the paper.
- February 29th, 2024 - open bids.
- September 7th, 2024 - substantial completion.
- September 21st, 2024 - final completion.

I recommend:

1. Approve the plans and specifications.
2. Direct the auditor to advertise for bids.

If you have any questions, please feel free to contact me at (701) 532-0438.



CONSTRUCTION PLANS FOR WATER, SEWER, STORM, & STREET IMPROVEMENT DISTRICT Nos.: 2020-1, 2021-1, & 2020-4 FINAL ASPHALT PAVEMENT LIFTS (VARIOUS LOCATIONS)

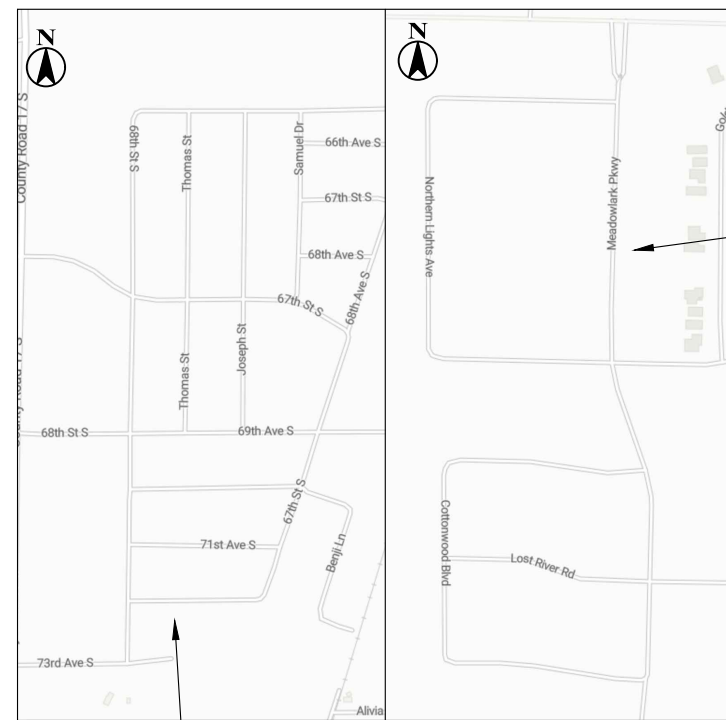
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THIS PLAN SET CONTAINS 15 SHEETS



LOCATION MAP
NOT TO SCALE



SITE MAP
NOT TO SCALE

PROJECT LOCATION
LOST RIVER FIFTH
ADDITION

QUALITY REVIEW :

BY: INTERSTATE ENGINEERING, INC.
PROJECT MANAGER

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APPROVED :

BY: INTERSTATE ENGINEERING, INC.
PROJECT ENGINEER

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CITY OFFICIALS			
MAYOR: KORY PETERSON		CITY ADMINISTRATOR: BRENTON HOLPER	
PWD: ADAM CARPENTER			
COUNCIL: JEFFREY TRUDEAU	COUNCIL: SARAH VEIT		
COUNCIL: STEPHANIE LANDSTROM	COUNCIL: NAOMI BRUKLAND		

REVISION NO.	DATE	BY	DESCRIPTION

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(701) 532.0438
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SECTION G
1
<small>SHEET NO.</small>