



Horace City Council Meeting Agenda

Monday, April 17, 2023 – 5:30 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. Balance Sheet & Income Statement
 - c. Checks Written in March 2023
 - d. Food Truck License Application
 - i. Truckin' Good Food
5. Approval of the City Council Special Meeting Minutes from March 27, 2023
6. Approval of the City Council Meeting Minutes from April 3, 2023
7. Approval of the City Council Special Meeting Minutes from April 7, 2023
8. Public Comment
9. Sheriff's Update | Craig Keller & Jake Murray, Cass County Sheriff's Department
10. Tax Equalization Meeting | Paul Fracassi, Cass County Director of Tax Equalization
 - a. Discussion & Action
11. 64th Ave. S. Roundabout Project | Jim Dahlman, City Engineer & Brenton Holper, City Administrator
 - a. Memorandum of Understanding
 - i. Discussion & Action
 - b. Cost-Share Options
 - i. Discussion & Action
12. Sewer Ordinance | Lukas Croaker, City Attorney
 - a. 2nd Reading
 - i. Discussion & Action
13. Sanitary, Storm and Street Improvement District No. 2022-3 (Wall Avenue from Sheyenne River to Cass County Road 17) | Jim Dahlman, City Engineer
 - a. Review Bids Received and Award Project to the Lowest Responsible Bidder Dakota Underground
 - i. Discussion & Action



14. Water, Sewer, Storm, and Street Improvement District No. 2021-7 (Deer Creek Estates and Deer Creek Estates Second Addition) | Jim Dahlman, City Engineer
 - a. Approve Plans and Specifications
 - i. Discussion & Action
 - b. Direct the Auditor to Advertise for Bids
 - i. Discussion & Action
15. Water Improvement District No. 2020-6 (Water Replacement) & Water Improvement District No. 2020-7 (Connection to Cass Rural) | Jim Dahlman, City Engineer
 - a. Update
16. Engineering/Public Works Report | Jim Dahlman, City Engineer
 - a. Construction Project Status
17. City Administrator Report | Brenton Holper, City Administrator
18. Portfolio Reports
 - a. Mayor Peterson
 - b. Councilmember Veit
 - c. Councilmember Burkland
 - d. Councilmember Landstrom
 - e. Councilmember Trudeau
19. Executive session held pursuant to N.D.C.C. § 44-04-19.1(9) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding contracts for the purchase of real property related to the Wall Ave Project.
 - a. Executive session
 - b. Action after executive session
20. Adjourn

The next City Council Meeting is scheduled for **Monday, May 1, 2023, at 6:00 pm**

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CITY OF HORACE
Claim Approval List
For the Accounting Period: 4/23

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4264		16 AMERICAN WELDING & GAS, INC.	191.55						
	9237141	04/06/23 Oxygen	60.02			100 4152	421		1130
	9237141	04/06/23 Lighter & Gloves	131.53*			100 4152	423		1130
		Total for Vendor:	191.55						
4250		31 BLACK MOUNTAIN SOFTWARE	14,097.00						
	29086	04/01/23 Annual Support	14,078.00			100 4151	317		1130
	29029	03/28/23 Annual Support	19.00			100 4151	317		1130
		Total for Vendor:	14,097.00						
4254		272 BUSINESS ESSENTIALS	20.10						
	618650	04/04/23 Notary Stamp-Matt Voltz	20.10			100 4152	410		1130
		Total for Vendor:	20.10						
4257		42 CASS COUNTY ELECTRIC	1,867.82						
		Sanitary sewer lift stations							
	1172940	04/05/23 106-184-0741	129.61			502 4151	351		1130
	1172940	04/05/23 106-191-0354	225.38			502 4151	351		1130
	1172940	04/05/23 106-191-2500	115.69			502 4151	351		1130
	1172940	04/05/23 106-194-2070	73.92			502 4151	351		1130
	1172940	04/05/23 106-202-0800	367.04			502 4151	351		1130
	1172940	04/05/23 106-183-1370	353.28			502 4151	351		1130
	1172940	04/05/23 106-202-4170	71.20			502 4151	351		1130
	1172940	04/05/23 106-192-1840	98.29			502 4151	351		1130
	1172940	04/05/23 106-172-0100	177.60			502 4151	351		1130
	1172940	04/05/23 106-203-0050	84.72			502 4151	351		1130
	1172940	04/05/23 106-083-1990	80.94			502 4151	351		1130
	1172940	04/05/23 106-301-2000	53.53			502 4151	351		1130
	1172940	04/05/23 Horace Franchise Fee	36.62			502 4151	351		1130
4258		42 CASS COUNTY ELECTRIC	1,217.57						
		Storm water lift stations							
	1172938	04/05/23 106-071-3250	231.10			502 4151	353		1130
	1172938	04/05/23 106-074-5160	35.22			502 4151	353		1130
	1172938	04/05/23 106-184-0791	53.50			502 4151	353		1130
	1172938	04/05/23 106-191-2750	28.61			502 4151	353		1130

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	1172938	04/05/23 106-191-7390	43.89			502 4151	353		1130
	1172938	04/05/23 106-182-0271	73.92			502 4151	353		1130
	1172938	04/05/23 106-192-0100	135.00			502 4151	353		1130
	1172938	04/05/23 106-201-0100	73.92			502 4151	353		1130
	1172938	04/05/23 106-171-0030	84.84			502 4151	353		1130
	1172938	04/05/23 106-172-0020	70.13			502 4151	353		1130
	1172938	04/05/23 106-083-0500	335.39			502 4151	353		1130
	1172938	04/05/23 106-082-1180	28.50			502 4151	353		1130
	1172938	04/05/23 Horace Franchise Fee	23.55			502 4151	353		1130
4259		42 CASS COUNTY ELECTRIC	146.00						
	1163579	04/05/23 Lift SA-13 106-053-0060	71.69			502 4151	351		1130
	1163579	04/05/23 FRANCHISE FEES	1.43			502 4151	353		1130
	1163579	04/05/23 Opration Round UP	0.88			502 4151	351		1130
	1163447	04/05/23 106-173-1990 Lift STATION	70.24			502 4151	351		1130
	1163447	04/05/23 FRANCHISE FEES	1.40			502 4151	353		1130
	1163447	04/05/23 Opration Round UP	0.36			502 4151	351		1130
4260		42 CASS COUNTY ELECTRIC	1,124.45						
Irrigation									
	1172942	04/05/23 106-074-0131	28.50			502 4151	353		1130
	1172942	04/05/23 106-191-2510	639.12			501 4151	351		1130
	1172942	04/05/23 106-202-0950	169.38			100 4151	351		1130
	1172942	04/05/23 106-202-0970	204.61			100 4151	351		1130
	1172942	03/06/23 106-071-3002	0.00			100 4151	351		1130
	1172942	04/05/23 106-301-0460	60.79			502 4151	351		1130
	1172942	04/05/23 Horace Franchise Fee	22.05			100 4151	351		1130
4262		42 CASS COUNTY ELECTRIC	3,607.00						
Street lights									
	1172924	04/05/23 106-071-3001	35.00*			201 4151	351		1130
	1172924	04/05/23 106-073-0000	170.00*			201 4151	351		1130
	1172924	04/05/23 106-173-7010	21.44*			201 4151	351		1130
	1172924	04/05/23 106-184-0000	215.00*			201 4151	351		1130
	1172924	04/05/23 106-191-0000	660.00*			201 4151	351		1130
	1172924	04/05/23 106-191-0001	126.70*			201 4151	351		1130
	1172924	04/05/23 106-194-0000	154.00*			201 4151	351		1130

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	1172924	04/05/23 106-182-0270	38.99*			201 4151	351		1130
	1172924	04/05/23 106-202-4281	76.36*			201 4151	351		1130
	1172924	04/05/23 106-192-1271	45.03*			201 4151	351		1130
	1172924	04/05/23 106-192-1841	92.40*			201 4151	351		1130
	1172924	04/05/23 106-201-0090	108.73*			201 4151	351		1130
	1172924	04/05/23 106-083-0110	472.06*			201 4151	351		1130
	1172924	04/05/23 106-083-0391	28.14*			201 4151	351		1130
	1172924	04/05/23 106-203-0051	333.80*			201 4151	351		1130
	1172924	04/05/17 106-172-0060	516.80*			201 4151	351		1130
	1172924	04/05/17 106-083-2851	163.28*			201 4151	351		1130
	1172924	04/05/23 106-192-2411	123.83*			201 4151	351		1130
	1172924	04/05/23 106-192-3341	80.23*			201 4151	351		1130
	1172924	04/05/23 106-301-1070	74.66*			201 4151	351		1130
	1172924	04/05/23 Operation Roundup	0.92*			201 4151	351		1130
	1172924	04/05/23 Horace Franchise Fee	69.63*			201 4151	351		1130
4263		42 CASS COUNTY ELECTRIC	269.00						
	715854	04/05/23 Babbling Brook 106-173-2161	262.91			502 4151	351		1130
	715854	04/05/23 FRANCHISE FEES	5.26			502 4151	353		1130
	715854	04/05/23 Opration Round UP	0.83			502 4151	351		1130
		Total for Vendor:	8,231.84						
4248		51 CENTURY LINK	157.56						
	701-282-42	03/25/23 Telephone 701-282-4292	92.42			100 4151	356		1130
	701-492-62	03/25/23 Telephone 701-492-6232	65.14			100 4151	356		1130
		Total for Vendor:	157.56						
4245		56 CITY OF FARGO	160.00						
	436677	03/29/23 Wastewater Lab Testing	70.00			502 4152	431		1130
	436678	03/29/23 Health Water Samples	42.00			501 4152	431		1130
	437041	04/06/23 Wastewater Lab Testing	48.00			502 4152	431		1130
		Total for Vendor:	160.00						
4251		374 CITY OF FARGO - UTILITY	7,593.00						
	60002468	04/04/23 68 Deer Creek PKWY	7,593.00			502 4152	453		1130
		Total for Vendor:	7,593.00						

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4253		613 F-S MANUFACTURING	318.46						
	147839	03/24/23 Wtr tnk for trash pump	318.46			100 4152	421		1130
		Total for Vendor:	318.46						
4252		93 FORUM COMMUNICATIONS	1,723.41						
	564270323	03/01/23 Council Minutes	123.93			100 4151	360		1130
	564270323	03/08/23 Sched of Cash Reciepts	961.20			100 4151	360		1130
	564270323	03/15/23 Council Minutes	104.49			100 4151	360		1130
	564270323	03/29/23 Council Minutes	179.01			100 4151	360		1130
	564270323	03/23/23 Quest Proj	354.78			100 4151	360		1130
		Total for Vendor:	1,723.41						
4266		101 HAWKINS INC	657.76						
	6443326	04/11/23 clearitas	657.76			501 4152	432		1130
		Total for Vendor:	657.76						
4249		612 INFINITE DATA LLC	3,000.00						
	1540	04/17/23 CIP Software Annual Fee	3,000.00			100 4151	317		1130
		Total for Vendor:	3,000.00						
4271		116 INTERSTATE ENGINEERING	58,684.61						
	50438	04/06/23 2023-1 Southdale Farms 6th	1,692.50*			487 4319	315		1130
	50439	04/06/23 Prelim - Sparks Trust land	645.00			100 4151	315		1130
	50440	04/06/23 Prelim 64th Ave Roundabout	860.00			100 4151	315		1130
	50441	04/06/23 2022-12 Rivers Edge 2nd	1,617.96*			485 4319	315		1130
	50442	04/06/23 Metro COG GIS etc	13,722.70			100 4151	315		1130
	50443	04/03/23 Lost RIVER Pond Repair	735.00			100 4151	315		1130
	40444	04/06/23 Prelim 88th Ave PUD	485.00			100 4151	315		1130
	40445	04/06/23 Prelim 81th ST 64th Ave	485.00			100 4151	315		1130
	50446	04/06/23 Shared Use Path - Elementary	4,678.50*			220 4151	315		1130
	50447	04/06/23 2020-1 Spithdale Farms 1st	692.50*			459 4319	315		1130
	50448	04/06/23 2021-1 Southdale Farms 3rd	692.50*			467 4319	315		1130
	50449	04/06/23 2017-1 Lost River Final Pvmnt	843.12*			444 4319	315		1130
	50450	04/06/23 Arrowwood Street Improvements	762.50			100 4151	315		1130
	50451	04/06/23 Prelim Kautzman Land	488.12			100 4151	315		1130
	50452	04/06/23 2021-7 Deer Creek 2nd	6,251.68*			473 4319	315		1130

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	50453	04/06/23 2022-11 Cub Creek 2nd	12,918.30*			484 4319	315		1130
	50454	04/06/23 2017-6 Chestnut Drive	4,708.12*			447 4319	315		1130
	50455	FNL 04/06/23 2019-2 76th Roundabout	1,785.33*			454 4319	315		1130
	50456	04/06/23 2020-6 Water Project	4,620.78*			465 4319	315		1130
		Total for Vendor:	58,684.61						
4242		182 ONE CALL CONCEPTS	31.20						
	3034170	03/31/23 (24 @1.30/0@1.30/0@ .55)	31.20		Adam	501 4151	310		1130
		Total for Vendor:	31.20						
4241		188 PETRO SERVE USA	1,401.89						
Diesel									
	7249	04/02/23 Diesel	1,401.89			201 4151	385		1130
		Total for Vendor:	1,401.89						
4247		281 PREMIUM WATERS, INC.	10.00						
	351542888	03/31/23 Drinking Water	10.00			100 4152	490		1130
4255		281 PREMIUM WATERS, INC.	117.79						
	351543475	04/03/23 Drinking Water	117.79			100 4152	490		1130
		Total for Vendor:	127.79						
4246		468 SANTANDER BANK, NA	36,724.00						
2021		Plow Truck 3rd Lease Payment (Road Grader)							
	4775545	03/27/23 002-0026248-000 Lease Pymt	36,724.00*			215 4153	641		1130
		Total for Vendor:	36,724.00						
4256		227 SWANSTON EQUIPMENT	471.80						
	88622	04/06/23 Bolt on cutting blade	440.19			201 4152	421		1130
	38703	04/07/23 Bobcat Skid	100.00			100 4151	381		1130
	p86955	01/30/23 12 PC. Gutter Broom-Street Swe	-68.39			201 4151	381		1130
CI	31								
		Total for Vendor:	471.80						

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4244		229 SWEENEY CONTROLS CO	2,295.00						
	17749	03/31/23 Mnthly Insight SCADA 1/1-3/31	2,295.00			501 4151	381		1130
		Total for Vendor:	2,295.00						
4243		242 TRUNORTH DYNAMICS	149.00						
	110741	03/31/23 Njevity to go Remote desktop	149.00			100 4151	310		1130
		Total for Vendor:	149.00						
4265		568 Valli Information Systems, Inc	100.00						
	87519	03/31/23 BDS Maintenance	50.00			501 4151	317		1130
	87519	03/31/23 BDS Maintenance	50.00			502 4151	317		1130
		Total for Vendor:	100.00						
4269		253 VERIZON	682.61						
	9931556903	04/02/23 Cell Bill Mar 23 - Apr 23	682.61			100 4151	356		1130
		Total for Vendor:	682.61						
4267		257 WASTE MANAGEMENT Corp Servs Inc	262.28						
	8 yard Dumpster at City Shop								
	0510-0	04/05/23 8 yd Dumpster - City Shop	262.28			503 4152	451		1130
	10-92252-03001								
4268		257 WASTE MANAGEMENT Corp Servs Inc	33,337.65						
	0510-2	04/05/23 City Occupant Garbage/Recyclin	33,337.65			503 4152	451		1130
		Total for Vendor:	33,599.93						
4270		261 XCEL ENERGY	849.04						
	822837672	04/05/23 Natural Gas	169.81			100 4151	350		1130
	822837672	04/05/23 Natural Gas	254.71			201 4151	350		1130
	822837672	04/05/23 Natural Gas	212.26			501 4151	350		1130
	822837672	04/05/23 Natural Gas	212.26*			502 4151	350		1130
		Total for Vendor:	849.04						
		# of Claims	30	Total:	171,267.55	# of Vendors	23		

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Cash Report
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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
100 General						
1120 Cash Drawer	-2.84	0.00	0.00	5.92	0.00	-8.76
1130 General Checking-Stari on	1,149,455.37	1,491,426.71	108.96	963,270.29	353,275.65	1,324,445.10
1210 Investments-Stari on Bank	699,364.26	11,261.64	0.00	0.00	0.00	710,625.90
Total Fund	1,848,816.79	1,502,688.35	108.96	963,276.21	353,275.65	2,035,062.24
201 Highway Distribution						
1130 General Checking-Stari on	135,850.41	11,423.59	356.44	0.00	33,989.89	113,640.55
204 Street Improvement Fund						
1130 General Checking-Stari on	46,470.84	10,000.00	0.00	0.00	0.00	56,470.84
210 Bean Days						
1130 General Checking-Stari on	-10,172.95	0.00	0.00	0.00	28.00	-10,200.95
1135 Checking-Bean Days-Stari on	8,098.94	0.00	0.00	0.00	0.00	8,098.94
Total Fund	-2,074.01				28.00	-2,102.01
211 Park District Cash in Lieu						
1130 General Checking-Stari on	467,806.25	0.00	0.00	0.00	0.00	467,806.25
212 Cub Creek Park Development						
1130 General Checking-Stari on	257,700.96	0.00	0.00	0.00	0.00	257,700.96
214 General Fund Reserve						
1130 General Checking-Stari on	150,000.00	0.00	0.00	0.00	0.00	150,000.00
215 Equipment Reserve						
1130 General Checking-Stari on	448,401.27	0.00	0.00	0.00	0.00	448,401.27
216 Special Project Reserve						
1130 General Checking-Stari on	-8,842.19	0.00	0.00	0.00	0.00	-8,842.19
217 Downtown Neighborhood Plan						
1130 General Checking-Stari on	50,000.00	0.00	0.00	0.00	0.00	50,000.00
218 Street Signs						
1130 General Checking-Stari on	24,005.29	0.00	0.00	0.00	0.00	24,005.29
220 Sales Tax						
1130 General Checking-Stari on	2,785,526.43	108,330.37	0.00	0.00	111,232.99	2,782,623.81
1210 Investments-Stari on Bank	400,000.00	0.00	0.00	0.00	0.00	400,000.00
Total Fund	3,185,526.43	108,330.37			111,232.99	3,182,623.81
230 Vector						
1130 General Checking-Stari on	71,254.94	3,645.12	4.75	0.00	0.00	74,904.81
231 Forestry						
1130 General Checking-Stari on	45,886.98	4,970.82	1.75	0.00	0.00	50,859.55
302 St. Benedicts Special Assessments Deposi t						
1130 General Checking-Stari on	797,212.00	0.00	0.00	0.00	0.00	797,212.00
303 2020-1 Meadowlark Park						
1130 General Checking-Stari on	0.00	16,143.40	0.00	0.00	16,143.40	0.00
304 2020-2 Terra Gardens Park						
1130 General Checking-Stari on	0.00	17,415.10	0.00	0.00	17,415.10	0.00
326 Imp Dist 04-3 & 08-1 (4th St AJ)						
1130 General Checking-Stari on	1,772.80	0.00	0.00	0.00	0.00	1,772.80
330 Steet Paving 07-1 and 07-2						
1130 General Checking-Stari on	7,601.77	0.00	0.00	0.00	0.00	7,601.77
333 2014-1 Dreamfi elds						

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Cash Report
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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1130 General Checking-Starion	212,206.42	22,947.90	0.00	0.00	0.00	235,154.32
334 2015-1 Street Imp Dist/52nd Ave						
1130 General Checking-Starion	-4,700.86	851.44	0.00	0.00	0.00	-3,849.42
335 2015-2 Prairie View						
1130 General Checking-Starion	223,777.26	17,932.62	0.00	0.00	0.00	241,709.88
336 2010-1 Drainage Imp Dist						
1130 General Checking-Starion	-24,558.02	0.00	0.00	0.00	0.00	-24,558.02
338 2016-1 ReLine Project						
1130 General Checking-Starion	201,395.16	19,310.72	0.00	0.00	0.00	220,705.88
339 2015-3 Paving 73rd						
1130 General Checking-Starion	-35,009.66	0.00	0.00	0.00	0.00	-35,009.66
340 2016-2 Arrowwood 2nd Addition						
1130 General Checking-Starion	144,885.20	1,376.26	0.00	0.00	0.00	146,261.46
341 2016-3 Impro Dist Water Looping						
1130 General Checking-Starion	157,389.94	16,301.46	0.00	0.00	0.00	173,691.40
342 2017-2 SSL Fargo						
1130 General Checking-Starion	411,679.62	112,718.44	0.00	0.00	0.00	524,398.06
343 2017-1 Lost River 1 & 2						
1130 General Checking-Starion	994,489.79	83,689.05	0.00	0.00	0.00	1,078,178.84
344 2017-7 Maple Grove Drainage						
1130 General Checking-Starion	1,325.26	0.00	0.00	0.00	0.00	1,325.26
345 2017-8 Northwood & Southwood Dr						
1130 General Checking-Starion	62,233.81	3,770.50	0.00	0.00	0.00	66,004.31
346 2018-3 Terra Gardens						
1130 General Checking-Starion	554,649.88	55,791.61	0.00	0.00	0.00	610,441.49
347 2019-1 Lakeview Dr						
1130 General Checking-Starion	421,201.70	341,099.02	0.00	0.00	0.00	762,300.72
348 2019-2 76th & Roundabout						
1130 General Checking-Starion	477,148.61	99,230.64	0.00	0.00	0.00	576,379.25
349 2019-3 81st Ave & 63rd St						
1130 General Checking-Starion	183,461.93	135,883.22	0.00	0.00	0.00	319,345.15
350 2019-5 Visto Industrial Addition						
1130 General Checking-Starion	231,746.75	135,556.61	0.00	0.00	0.00	367,303.36
351 2019-6 Cub Creek						
1130 General Checking-Starion	730,679.48	156,082.86	0.00	0.00	0.00	886,762.34
352 2018-1 Sewer Improvement (100th)						
1130 General Checking-Starion	6,740.55	15,616.70	0.00	0.00	0.00	22,357.25
353 2019-7 Maple Lake Estates Addition						
1130 General Checking-Starion	309,187.72	72,616.28	0.00	0.00	0.00	381,804.00
354 2020-1 Southdale Farms First Addition						
1130 General Checking-Starion	545,089.43	187,899.43	0.00	0.00	0.00	732,988.86
355 2020-2 82nd Street Construction						
1130 General Checking-Starion	72,056.37	142,569.69	0.00	0.00	0.00	214,626.06
356 2020-4 Lost River 5th Addition						
1130 General Checking-Starion	527,084.27	117,374.66	0.00	0.00	0.00	644,458.93
357 Temp RIB 2021A Debt Service Fund						

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1130 General Checking-Starion	27,812.61	0.00	0.00	14,308.17	13,504.44	0.00
358 Temp RIB 2021B Debt Service Fund						
1130 General Checking-Starion	28,965.00	0.00	0.00	25,093.33	3,871.67	0.00
364 Temp RIB 2022A Debt Service Fund						
1130 General Checking-Starion	1,749,147.52	0.00	0.00	0.00	0.00	1,749,147.52
365 Temp RIB 2022B Debt Service Fund						
1130 General Checking-Starion	1,919,700.00	0.00	0.00	0.00	0.00	1,919,700.00
400 Public Facilities						
1130 General Checking-Starion	484,124.85	963,250.00	0.00	0.00	0.00	1,447,374.85
1210 Investments-Starion Bank	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00
Total Fund	2,484,124.85	963,250.00				3,447,374.85
401 Prairie Dog Fund						
1130 General Checking-Starion	500,000.00	0.00	0.00	0.00	0.00	500,000.00
1210 Investments-Starion Bank	1,387,834.93	0.00	0.00	0.00	0.00	1,387,834.93
Total Fund	1,887,834.93					1,887,834.93
402 American Recovery Act Funding 2021						
1130 General Checking-Starion	465,472.30	0.00	0.00	0.00	0.00	465,472.30
439 ReLine Project 2016-1						
1130 General Checking-Starion	-1,499.95	0.00	0.00	0.00	0.00	-1,499.95
443 SSL Fargo 2017-2 W1600128						
1130 General Checking-Starion	-136,659.48	0.00	0.00	0.00	0.00	-136,659.48
444 2017-1 Lost River 1st, 2nd, 3rd, 4th, 6th W213103.02						
1130 General Checking-Starion	229,482.74	0.00	0.00	0.00	0.00	229,482.74
445 Project 2017-4						
1130 General Checking-Starion	-114.00	0.00	0.00	0.00	0.00	-114.00
446 Street Imp Dist 2017-5 (8th Ave Ext) W1700062						
1130 General Checking-Starion	-17,818.96	0.00	0.00	0.00	0.00	-17,818.96
447 Street Imp Dist 2017-6 (Chestnut Dr) W1700063						
1130 General Checking-Starion	-52,361.21	0.00	0.00	0.00	1,407.50	-53,768.71
450 2019-4 Sewer Impr (Horseshoe Bend)						
1130 General Checking-Starion	-105,525.80	0.00	0.00	0.00	0.00	-105,525.80
451 2018-1 Sewer Impr Dist (100th) W1700119						
1130 General Checking-Starion	39,375.14	0.00	0.00	0.00	0.00	39,375.14
452 2018-3 Terra Gardens						
1130 General Checking-Starion	-101,411.67	0.00	0.00	0.00	0.00	-101,411.67
453 2019-1 Lakeview Drive						
1130 General Checking-Starion	267,485.76	0.00	0.00	0.00	0.00	267,485.76
454 2019-2 76th & Roundabout W1900023						
1130 General Checking-Starion	-80,493.48	0.00	0.00	0.00	0.00	-80,493.48
455 2019-3 81st Ave & 63rd St W1900045						
1130 General Checking-Starion	282,038.15	0.00	0.00	0.00	0.00	282,038.15
456 2019-5 Visto Industrial Additions						
1130 General Checking-Starion	103,647.71	0.00	0.00	0.00	219.68	103,428.03
457 2019-6 Cub Creek						
1130 General Checking-Starion	274,019.23	0.00	0.00	0.00	0.00	274,019.23
458 2019-7 Maple Lake Estates Addition						

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1130 General Checking-Starion	258,190.31	0.00	0.00	0.00	0.00	258,190.31
459 2020-1 Southdale Farms First Addition						
1130 General Checking-Starion	437,750.01	0.00	0.00	0.00	0.00	437,750.01
461 2020-2 82nd Street Construction W1900110						
1130 General Checking-Starion	138,578.64	0.00	0.00	0.00	0.00	138,578.64
462 2020-3 Wall Avenue Reconstruction W2000018 (disolved)						
1130 General Checking-Starion	-3,257.25	0.00	0.00	0.00	0.00	-3,257.25
463 2020-4 Lost River 5th Addition						
1130 General Checking-Starion	377,417.60	0.00	0.00	0.00	0.00	377,417.60
464 2020-5 Storm Sewer Impr Dist (Oxbow Drainage)						
1130 General Checking-Starion	-21,616.48	0.00	0.00	0.00	0.00	-21,616.48
465 2020-6 Water Impr Dist (Line Replacement)						
1130 General Checking-Starion	-1,021,313.93	0.00	0.00	0.00	13,840.40	-1,035,154.33
466 2020-7 Water Impr Dist (Connection to Cass Rural)						
1130 General Checking-Starion	445,883.13	0.00	0.00	0.00	0.00	445,883.13
467 2021-1 Southdale Farms 3rd Addition W2000133						
1130 General Checking-Starion	2,893.01	6,769,852.89	0.00	337,939.67	6,742,810.80	-308,004.57
468 2021-2 Terra Gardens 3rd Addition W2100092						
1130 General Checking-Starion	476,978.41	966,170.90	0.00	48,071.09	2,293,635.40	-898,557.18
469 2021-3 Lakeview Addition W2100092						
1130 General Checking-Starion	444,349.41	10,209,574.28	0.00	510,185.24	8,844,871.60	1,298,866.85
470 Sanitary Sewer 2021-4 (Lift Station SA-14) W2100063						
1130 General Checking-Starion	451,791.69	1,122.91	0.00	0.39	0.00	452,914.21
471 2021-5 Arrowwood 3rd Addition W2003103.33						
1130 General Checking-Starion	508,091.32	1,344,844.94	0.00	67,145.24	1,345,899.10	439,891.92
472 2021-6 Sanitary Sewer (Lift Station SA-13 Horseshoe Bend)						
1130 General Checking-Starion	434,429.12	1,080.43	0.00	0.38	0.00	435,509.17
473 2021-7 Deer Creek Estates 2020 W2003103.06						
1130 General Checking-Starion	-19,806.96	0.00	0.00	0.00	0.00	-19,806.96
474 2022-1 Visto Industrial Drive						
1130 General Checking-Starion	1,544,025.80	3,835.81	0.00	1.33	1,087.87	1,546,772.41
475 2022-2 Lost River 7th Addition W21-03-106.03						
1130 General Checking-Starion	856,144.95	2,111.48	0.00	0.73	2,536.00	855,719.70
476 2022-3 Wall Ave - Sheyenne River to Cass Co. Hwy 17						
1130 General Checking-Starion	-10,500.00	0.00	0.00	0.00	0.00	-10,500.00
477 2022-4 Wall Ave - Sheyenne Diversion to Sheyenne River						
1130 General Checking-Starion	-54,736.30	0.00	0.00	0.00	0.00	-54,736.30
478 2022-5 Maple Lakes Addition Phase 2						
1130 General Checking-Starion	2,855,503.46	7,116.46	0.00	2.47	0.00	2,862,617.45
479 2022-6 Southdale Farms 4th Addition W2100178						
1130 General Checking-Starion	7,753,672.58	19,262.32	0.00	6.70	10,098.90	7,762,829.30
480 2022-7 Southdale Farms 5th Addition W21-03-106.18						
1130 General Checking-Starion	-1,607,550.89	0.00	0.00	0.00	153.56	-1,607,704.45
481 2022-8 66th St from 76th Ave to 64th Ave						
1130 General Checking-Starion	-17,407.13	0.00	0.00	0.00	0.00	-17,407.13
482 2022-9 63rd St (from Wall Ave to 82nd Ave)						

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CITY OF HORACE
Cash Report
For the Accounting Period: 3/23

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Fund/Account	Beginni ng Bal ance	Recei ved	Transfers In	Di sbursed	Transfers Out	Endi ng Bal ance
1130 General Checking-Starion	-4,063.54	0.00	0.00	0.00	0.00	-4,063.54
483 2022-10 Chestnut Drive Rehab W17--00-063						
1130 General Checking-Starion	-25,949.42	0.00	0.00	0.00	0.00	-25,949.42
484 2022-11 Cub Creek Second Addition W21-03-103.31						
1130 General Checking-Starion	20,147,766.02	45,213.15	0.00	16.47	1,994,829.89	18,198,132.81
485 2022-12 Rivers Edge Second Addition W20-03-103.02						
1130 General Checking-Starion	-15,081.16	0.00	0.00	0.00	2,902.82	-17,983.98
486 2022-13 Altenburg Acres Second Addition						
1130 General Checking-Starion	-5,981.05	0.00	0.00	0.00	0.00	-5,981.05
501 Water Fund						
1130 General Checking-Starion	-324,643.16	40,796.08	0.00	0.00	69,428.62	-353,275.70
502 Sewer Fund						
1130 General Checking-Starion	243,453.48	51,401.44	20.30	0.00	30,742.23	264,132.99
503 Solid Waste Fund						
1130 General Checking-Starion	42,699.20	35,699.64	53.30	0.00	33,563.49	44,888.65
509 Water Reserve Fund						
1130 General Checking-Starion	40,000.00	0.00	0.00	0.00	0.00	40,000.00
510 Sewer Reserve Fund						
1130 General Checking-Starion	195,000.00	0.00	0.00	0.00	0.00	195,000.00
710 Payroll Clearing Fund						
1130 General Checking-Starion	-9,679.89	0.00	185,392.87	183,560.81	0.00	-7,847.83
730 Claims Clearing Fund						
1130 General Checking-Starion	2,081,218.91	0.00	21,751,550.64	19,187,376.11	0.00	4,645,393.44
Totals	59,789,022.42	23,874,568.59	21,937,489.01	21,336,984.34	21,937,489.00	62,326,606.68

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.



City of Horace

Horace, North Dakota
Income Statement Summarized
March-23

un-audited

Fund #	Fund Name	YTD Beginning Balance 03/01/23	Received	Transfers In	Transfers Out	Expenses	Change (This Month)	YTD Ending Balance 3/31/23
100	General	1,848,816.79	1,502,688.35	108.96	963,276.21	353,275.65	186,245.45	2,035,062.24
201	Highway Fund	135,850.41	11,423.59	356.44	-	33,989.89	(22,209.86)	113,640.55
210	Bean Days	(2,074.01)	-	-	-	28.00	(28.00)	(2,102.01)
215	Equipment Reserve	448,401.27	-	-	-	-	-	448,401.27
220	Sales Tax	3,185,526.43	108,330.37	-	-	111,232.99	(2,902.62)	3,182,623.81
230	Vector	71,254.94	3,645.12	4.75	-	-	3,649.87	74,904.81
231	Forestry	45,886.98	4,970.82	1.75	-	-	4,972.57	50,859.55
400	Public Utilities	2,484,124.85	-	963,250.00	-	-	963,250.00	3,447,374.85
501	Water Fund	(324,643.16)	40,796.08	-	-	69,428.62	(28,632.54)	(353,275.70)
502	Sewer Fund	243,453.48	51,401.44	20.30	-	30,742.23	20,679.51	264,132.99
503	Solid Waste	42,699.20	35,699.64	53.30	-	33,563.49	2,189.45	44,888.65
	Totals	8,179,297.18	1,758,955.41	963,795.50	963,276.21	632,260.87	1,127,213.83	9,306,511.01

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CITY OF HORACE
Combined Check Register
For the Accounting Period: 3/23

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Claims

Check #	Check Type	Vendor/Employee/Payee Number/Name	Check Amount	Period	Date Issued	Notes
-99879	Cl m E	377 BALLARD SPAHR LLP	15000.00	3/23	03/30/23	
-99878	Cl m E	219 STARI ON BOND SERVI CES	9023504.44	3/23	03/30/23	
-99877	Cl m E	219 STARI ON BOND SERVI CES	10148871.67	3/23	03/30/23	
-88140*	Pay P	27 Kei th Asheim	2259.37	3/23	03/03/23	
-88139	Pay P	7 Adam Carpenter	2287.63	3/23	03/03/23	
-88138	Pay P	39 Jace Hel l man	2716.53	3/23	03/03/23	
-88137	Pay P	3 Brenton Hol per	3304.25	3/23	03/03/23	
-88136	Pay P	43 Ri chard Kaufmann	2049.60	3/23	03/03/23	
-88135	Pay P	34 Jesse Knutson	1743.41	3/23	03/03/23	
-88134	Pay P	41 Joel Lui ng	2430.50	3/23	03/03/23	
-88133	Pay P	10 Mark Mal mberg	681.21	3/23	03/03/23	
-88132	Pay P	29 Cal eb Nol te	1757.50	3/23	03/03/23	
-88131	Pay P	28 Roberta Pacht	1810.85	3/23	03/03/23	
-88130	Pay P	9 Todd P il len	2062.33	3/23	03/03/23	
-88129	Pay P	42 Brenda Sagert	1404.17	3/23	03/03/23	
-88128	Pay P	45 Josh Sherer	2112.02	3/23	03/03/23	
-88127	Pay P	33 Sal ly Showal ter	1704.62	3/23	03/03/23	
-88126	Pay P	8 Doug Sletten	2225.11	3/23	03/03/23	
-88125	Pay P	46 Matthew Vol tz	2800.90	3/23	03/03/23	
-88124	Pay P	40 Mi chael Woytassek	1645.95	3/23	03/03/23	
-88123	Pay P	FIT EFTPS	11003.75	3/23	02/28/23	
-88122	Pay P	MN SIT MN DEPARTMENT OF REVENUE	162.00	3/23	02/28/23	
-88121	Pay P	457(B) PRE-TAX NATI ONWIDE	5620.47	3/23	02/28/23	
-88120	Pay P	27 Kei th Asheim	2240.83	3/23	03/17/23	
-88119	Pay P	7 Adam Carpenter	2529.98	3/23	03/17/23	
-88118	Pay P	39 Jace Hel l man	2716.53	3/23	03/17/23	
-88117	Pay P	3 Brenton Hol per	3304.25	3/23	03/17/23	
-88116	Pay P	43 Ri chard Kaufmann	2376.22	3/23	03/17/23	
-88115	Pay P	34 Jesse Knutson	1767.42	3/23	03/17/23	
-88114	Pay P	41 Joel Lui ng	2430.50	3/23	03/17/23	
-88113	Pay P	10 Mark Mal mberg	348.89	3/23	03/17/23	
-88112	Pay P	29 Cal eb Nol te	1739.67	3/23	03/17/23	
-88111	Pay P	28 Roberta Pacht	1766.46	3/23	03/17/23	
-88110	Pay P	9 Todd P il len	2196.25	3/23	03/17/23	
-88109	Pay P	42 Brenda Sagert	1492.43	3/23	03/17/23	
-88108	Pay P	45 Josh Sherer	1960.41	3/23	03/17/23	
-88107	Pay P	33 Sal ly Showal ter	1619.61	3/23	03/17/23	
-88106	Pay P	8 Doug Sletten	2656.44	3/23	03/17/23	
-88105	Pay P	46 Matthew Vol tz	2800.90	3/23	03/17/23	
-88104	Pay P	40 Mi chael Woytassek	1666.19	3/23	03/17/23	
-88103	Pay P	33 Sal ly Showal ter	2193.58	3/23	03/17/23	
-88102	Pay P	FIT EFTPS	12040.38	3/23	03/14/23	
-88101	Pay P	MN SIT MN DEPARTMENT OF REVENUE	162.00	3/23	03/17/23	
-88100	Pay P	457(B) PRE-TAX NATI ONWIDE	6113.91	3/23	03/17/23	
-88099	Pay P	DENTAL BLUE CROSS BLUE SHIELD O	18052.24	3/23	03/17/23	
-88098	Pay P	LIFE AD&D-UNUM FIRST UNUM LIFE INSURANC	639.39	3/23	03/17/23	
-88097	Pay P	27 Kei th Asheim	2301.02	3/23	03/31/23	
-88096	Pay P	7 Adam Carpenter	3073.87	3/23	03/31/23	

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

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CITY OF HORACE
Combined Check Register
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Payroll

Check #	Check		Vendor/Employee/Payee Number/Name	Check Amount	Date		Notes
	Type				Period	Issued	
-88095	Pay P		39 Jace Hellman	2821.93	3/23	03/31/23	
-88094	Pay P		3 Brenton Holper	3459.77	3/23	03/31/23	
-88093	Pay P		43 Richard Kaufmann	2086.21	3/23	03/31/23	
-88092	Pay P		34 Jesse Knutson	1829.86	3/23	03/31/23	
-88091	Pay P		41 Joel Luing	2521.83	3/23	03/31/23	
-88090	Pay P		10 Mark Malmberg	537.45	3/23	03/31/23	
-88089	Pay P		29 Caleb Nolte	1745.78	3/23	03/31/23	
-88088	Pay P		28 Roberta Pacht	1846.61	3/23	03/31/23	
-88087	Pay P		9 Todd Pillen	2296.65	3/23	03/31/23	
-88086	Pay P		42 Brenda Sagert	1457.64	3/23	03/31/23	
-88085	Pay P		45 Josh Sherer	2120.60	3/23	03/31/23	
-88084	Pay P		8 Doug Sletten	1928.99	3/23	03/31/23	
-88083	Pay P		46 Matthew Voltz	2909.14	3/23	03/31/23	
-88082	Pay P		40 Michael Woytassek	1757.73	3/23	03/31/23	
-88081	Pay P		42 Brenda Sagert	1403.16	3/23	03/31/23	
-88080	Pay P	FIT	EFTPS	11439.70	3/23	03/31/23	
-88079	Pay P	MN SIT	MN DEPARTMENT OF REVENUE	162.00	3/23	03/31/23	
-88078	Pay P	457(B)	PRE-TAX NATIONWIDE	5659.32	3/23	03/31/23	
-88077	Pay P	SIT	STATE TAX COMMISSIONER	3604.90	3/23	04/06/23	
14250*	Clm SC		512 Caleb Nolte	276.50	3/23	03/07/23	
14251	Clm SC		42 CASS COUNTY ELECTRIC	65.00	3/23	03/07/23	
14252	Clm SC		49 CASS RURAL WATER USERS	86.01	3/23	03/07/23	
14253	Clm SC		55 CINTAS	124.11	3/23	03/07/23	
14254	Clm SC		56 CITY OF FARGO	70.00	3/23	03/07/23	
14255	Clm SC		62 CORE & MAIN	44932.00	3/23	03/07/23	
14256	Clm SC		527 Dakota Lands, LLC DBA J&L Constru	53000.00	3/23	03/07/23	
14257	Clm SC		457 DRN READITECH	17475.08	3/23	03/07/23	
14258	Clm SC		88 FASTENAL	121.58	3/23	03/07/23	
14259	Clm SC		554 Forum Communications Printing	2742.78	3/23	03/07/23	
14260	Clm SC		375 HORACE FIRE DISTRICT	3022.23	3/23	03/07/23	
14261	Clm SC		105 HORACE PARK DISTRICT	3022.23	3/23	03/07/23	
14262	Clm SC		116 INTERSTATE ENGINEERING	126149.78	3/23	03/07/23	
14263	Clm SC		118 JDP ELECTRIC	1088.78	3/23	03/07/23	
14264	Clm SC		507 Jesse Knutson	355.50	3/23	03/07/23	
14265	Clm SC		126 JORDAHL CUSTOM HOMES	29000.00	3/23	03/07/23	
14266	Clm SC		354 MARCO TECHNOLOGIES, LLC	422.24	3/23	03/07/23	
14267	Clm SC		281 PREMIUM WATERS, INC.	10.00	3/23	03/07/23	
14268	Clm SC		461 REVIZE LLC	3000.00	3/23	03/07/23	
14269	Clm SC		306 SUMMERVILLE ELECTRIC, INC.	3878.07	3/23	03/07/23	
14270	Clm SC		491 TENTS & EVENTS RENTALL INC	3754.98	3/23	03/07/23	
14271	Clm SC		242 TRUNORTH DYNAMICS	149.00	3/23	03/07/23	
14272	Clm SC		133 KPH, INC	1088570.04	3/23	03/08/23	
14273	Clm SC		211 SECRETARY OF STATE	36.00	3/23	03/13/23	
14274	Clm SC		211 SECRETARY OF STATE	36.00	3/23	03/14/23	
14275	Clm SC		11 AE2S	153.00	3/23	03/21/23	
14276	Clm SC		606 Awesome Electric LLC	1765.00	3/23	03/21/23	
14277	Clm SC		272 BUSINESS ESSENTIALS	1177.80	3/23	03/21/23	
14278	Clm SC		42 CASS COUNTY ELECTRIC	419.00	3/23	03/21/23	

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

04/13/23
16:31:57

CITY OF HORACE
Combined Check Register
For the Accounting Period: 3/23

Page: 3 of 3
Report ID: W100X1

Claims

Check #	Check		Vendor/Employee/Payee Number/Name	Check Amount	Date		Notes
	Type				Period	Issued	
14279	Clm SC		48 CASS COUNTY FINANCE	16068.25	3/23	03/21/23	
14280	Clm SC		51 CENTURY LINK	173.56	3/23	03/21/23	
14281	Clm SC		55 CINTAS	124.11	3/23	03/21/23	
14282	Clm SC		56 CITY OF FARGO	252.00	3/23	03/21/23	
14283	Clm SC		374 CITY OF FARGO - UTILITY	6651.00	3/23	03/21/23	
14284	Clm SC		63 CORPORATE PAYMENT SYSTEMS	16788.85	3/23	03/21/23	
14285	Clm SC		277 EIDE BAILLY LLP	20500.00	3/23	03/21/23	
14286	Clm SC		88 FASTENAL	100.88	3/23	03/21/23	
14287	Clm SC		560 First International Insurance	30763.00	3/23	03/21/23	
14288	Clm SC		93 FORUM COMMUNICATIONS	622.08	3/23	03/21/23	
14289	Clm SC		559 General Equipment & Supplies, Inc	264.11	3/23	03/21/23	
14290	Clm SC		101 HAWKINS INC	10.00	3/23	03/21/23	
14291	Clm SC		105 HORACE PARK DISTRICT	33558.50	3/23	03/21/23	
14292	Clm SC		116 INTERSTATE ENGINEERING	31124.94	3/23	03/21/23	
14293	Clm SC		343 LARSON WELDING & MACHINE CO, INC.	3155.77	3/23	03/21/23	
14294	Clm SC		569 Mama Ducks Cleaning Service	2165.00	3/23	03/21/23	
14295	Clm SC		365 MIDWEST INSPECTION SERVICES	1400.00	3/23	03/21/23	
14296	Clm SC		161 ND DEPT OF TRANSPORTATION	58480.75	3/23	03/21/23	
14297	Clm SC	999999	OLD REPUBLIC SURETY GROUP	50.00	3/23	03/21/23	
14298	Clm SC		182 ONE CALL CONCEPTS	10.40	3/23	03/21/23	
14299	Clm SC		602 PARKLAND USA CORPORATION dba FARS	189.75	3/23	03/21/23	
14300	Clm SC		188 PETRO SERVE USA	1939.60	3/23	03/21/23	
14301	Clm SC		281 PREMIUM WATERS, INC.	229.58	3/23	03/21/23	
14302	Clm SC		227 SWANSTON EQUIPMENT	0.00	3/23	03/21/23	
14303	Clm SC		568 Valli Information Systems, Inc	100.00	3/23	03/21/23	
14304	Clm SC		253 VERIZON	682.97	3/23	03/21/23	
14305	Clm SC		257 WASTE MANAGEMENT Corp Servs Inc	33563.49	3/23	03/21/23	
14306	Clm SC		261 XCEL ENERGY	1249.28	3/23	03/21/23	
14307	Pay P		CANCER POLICY USABLE LIFE - PREMIUM BI	130.92	3/23	03/21/23	
14308	Clm C		218 STARION BANK	0	3/23	03/23/23	
14309	Clm SC		219 STARION BOND SERVICES	500.00	3/23	03/23/23	
14310	Clm SC		611 CUB CREEK DEVELOPMENT LLC	868053.95	3/23	03/24/23	
14311	Clm SC		382 MOODY'S INVESTORS SERVICE, INC.	25500.00	3/23	03/30/23	
14312	Clm C		181 OHNSTAD TWICHELL PC	0	3/23	03/30/23	
14313	Clm SC		181 OHNSTAD TWICHELL PC	25000.00	3/23	03/30/23	

Grand Total # of Checks: 131 Total: 21935242.37 Total Claims 21751550.64 Total Payroll 183691.73

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

2023 MOBILE FOOD UNIT LICENSE

This license must be posted in a location which is conspicuous to customers within in your establishment.

The permit holder shall cease operations and contact the Department if an imminent health hazard is created by way of fire, flood, interruption of water or electrical services, sewer backup, apparent foodborne illness outbreak, gross insanitary occurrence or condition, or other circumstance that may endanger public health.

Also contact our department if you have any questions or if any of the following actions are planned:

- Changing the products or services provided to customers
- Any remodeling of the facility or changes in equipment
- A change in ownership of the establishment

The most recent establishment inspection report is available here:



**NORTH DAKOTA HEALTH & HUMAN SERVICES
600 EAST BOULEVARD AVENUE DEPT 325 BISMARCK, ND 58505-0200**

DATE: 12-28-2022
LICENSE NO: 12104

THE BELOW NAMED IS LICENSED UNDER THE PROVISIONS OF CHAPTER 33-33-04.1 OF THE NORTH DAKOTA ADMINISTRATIVE CODE TO OPERATE A MOBILE FOOD UNIT IN NORTH DAKOTA. FAILURE TO COMPLY WITH THESE REGULATIONS MAY RESULT IN THE CANCELLATION OF THIS LICENSE.

MOBILE FOOD UNIT LICENSE

TRUCKIN' GOOD FOOD
JON BERTSCH
PO BOX 696
HILLSBORO, ND 58045

NOTICE: THIS LICENSE IS NOT TRANSFERABLE / POST IN A CONSPICUOUS PLACE

EXPIRES: 12-31-2023

2023 MOBILE FOOD UNIT LICENSE

This license must be posted in a location which is conspicuous to customers within in your establishment.

The permit holder shall cease operations and contact the Department if an imminent health hazard is created by way of fire, flood, interruption of water or electrical services, sewer backup, apparent foodborne illness outbreak, gross insanitary occurrence or condition, or other circumstance that may endanger public health.

Also contact our department if you have any questions or if any of the following actions are planned:

- Changing the products or services provided to customers
- Any remodeling of the facility or changes in equipment
- A change in ownership of the establishment

The most recent establishment inspection report is available here:



**NORTH DAKOTA HEALTH & HUMAN SERVICES
600 EAST BOULEVARD AVENUE DEPT 325 BISMARCK, ND 58505-0200**

DATE: 12-28-2022
LICENSE NO: 12196

THE BELOW NAMED IS LICENSED UNDER THE PROVISIONS OF CHAPTER 33-33-04.1 OF THE NORTH DAKOTA ADMINISTRATIVE CODE TO OPERATE A MOBILE FOOD UNIT IN NORTH DAKOTA. FAILURE TO COMPLY WITH THESE REGULATIONS MAY RESULT IN THE CANCELLATION OF THIS LICENSE.

MOBILE FOOD UNIT LICENSE

TRUCKIN GOOD FOOD #2
JON BERTSCH
PO BOX 696
HILLSBORO, ND 58045

NOTICE: THIS LICENSE IS NOT TRANSFERABLE / POST IN A CONSPICUOUS PLACE

EXPIRES: 12-31-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Farmers Union Insurance PO Box 759 Hillsboro ND 58045	CONTACT NAME: Ryan Opdahl PHONE (A/C, No, Ext): 701-436-5777 FAX (A/C, No): 701-436-4645 E-MAIL ADDRESS: Ryan.Opdahl@fumic.com																					
INSURED Trucking Good Food LLC PO Box 696 Hillsboro ND 58045	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Secura</td><td>22543</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Secura	22543	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		20-CP-003367914-2	6/17/2022	6/17/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ Excluded</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ Excluded	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Horace City Hall
215 Park Dr. E
Horace, ND 58047

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RV - 630
4/10/23
✓ # 6552

Food Truck License Application

To be eligible for a vendor spot, please submit the food truck license application below.

Permit Fee: \$25.00 Checks Payable to City of Horace

Cash Enclosed: _____ Check Enclosed: X _____

Please send a copy of Fargo Cass Public Health food license and proof of appropriate liability insurance. Applications must include a copy of the vendor's commercial general liability insurance policy with limits of at least five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) in aggregate and must list the City of Horace as additionally insured.

Food trucks may only operate between the hours of 6 a.m. and 10 p.m. A thirty (30) minute allowance for set up and tear-down is permitted. If additional time for set up is needed, please call City Hall at 701-492-2972 prior to event date. Vendors provide their own tables, display, canopies, and any technology / materials needed for transactions. If electricity is needed, please state under booth description and activities.

Contact: Ronda Klubben
Business/Organization name: Truckin' Good Food
Address: 16622 HWY 200 SE PO Box 696
City: Hillsboro State: ND Zip: 58045
Business Phone: 701.636.4100 Ext. 3 Cell Phone: 701.680.9743
E-mail address: ronda@truckingoodfood.biz
Booth description: Variety and menu attached.

I (We), Jon Bertsch, Owner, hereby release The City of Horace and all parties involved with the planning, organizing, and staging of the event from damage and/or personal injury inflicted or incurred during the event. I (We) give consent that all picture, videos, and audio may be used by the City of Horace for marketing, promotional, and advertising purposes.

Mail or scan / email to the following:

Horace City Hall
Attn: Bobbi Pacht
215 Park Dr. E
Horace, ND 58047

Email: bpacht@cityofhorace.com
Phone: 701-492-2972



Horace City Council Special Meeting Minutes

The Horace City Council met on March 27, 2023 @ 6:00 pm at Horace City Hall. Those present were Mayor Kory Peterson, Councilmembers Sarah Veit, Stephanie Landstrom, Jeff Trudeau, and Naomi Burkland. Others present included: Brenton Holper, City Administrator; Jim Dahlman, City Engineer; Mike Foertsch, Engineer; and Lukas Croaker, City Attorney.

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

Mayor Peterson forewent the pledge.

Agenda Item #3: Approve the Special meeting Agenda

Motion: Approve the Special Meeting Agenda.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

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

Agenda Item #4: Executive session held pursuant to N.D.C.C. § 44-04-19.1(9) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding contracts for the purchase of real property related to the Wall Ave Project.

Motion: Enter into Executive session held pursuant to N.D.C.C. § 44-04-19.1(9) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding a contract for the purchase of real property related to the Wall Ave Project at 6:01 pm.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Landstrom

Action taken: All in favor, none opposed.

Motion: Return to the Regular Session at 7:17 pm

1st Motion: Councilmember Veit

2nd Motion: Councilmember Trudeau

Action taken: All in favor, none opposed.

Motion: Increase Offers to all Property Owners by \$1,500 or 10% of the Total Purchase Price, Whichever is Higher and Provide a Property Owner Response Deadline on or before 4:00 PM on Friday, March 31, 2023.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Trudeau

Action taken: All in favor, none opposed.

Motion: Approve Three Wall Ave. Purchase Agreements (Benson, Pribbenow, and Roos) as Presented by Staff.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Landstrom



Action taken: All in favor, none opposed.

Agenda Item #5: Adjourn

Motion: Adjourn at 7:21 pm.

1st Motion: Councilmember Trudeau

2nd Motion: Councilmember Burkland

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

The next City Council Meeting is scheduled for **Monday, April 17, 2023, at 6:00 pm**



Horace City Council Meeting Minutes

The Horace City Council met on April 3, 2023 @ 6:00 pm at the Horace Fire Hall Event Center. Those present were Mayor Kory Peterson, Councilmembers Sarah Veit, Stephanie Landstrom, and Naomi Burkland. Councilmember Jeff Trudeau was absent. Others present included: Brenton Holper, City Administrator; Jace Hellman, Community Development Director; James Dahlman, City Engineer; Matt Voltz, Finance Director; and Lukas Croaker, City Attorney.

Mayor Peterson called the meeting to order at 6:01 pm.
The pledge of allegiance was recited.

Agenda Item #3: Approve Regular Agenda

Motion: Approve the Regular Agenda.

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. Pledge Reports
- c. Floodplain Permit - 17025 50 ST SE
- d. Horace Road Request – 81st Ave. S.
- e. Water, Sewer, Storm, and Street Improvement District No. 2022-11 (Cub Creek 2nd Addition)
 - i. Progressive Estimate No. 3 to KPH, Inc.
- f. 7675 Jacks Way – Rezone
 - i. 2ND Reading

Motion: Approve the Consent Agenda.

1st Motion: Councilmember Landstrom

2nd Motion: Councilmember Veit

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

Agenda Item #5: Approval of City Council Meeting Minutes from March 20, 2023.

Motion: Approve the March 20, City Council Meeting Minutes.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

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

Agenda Item #6: Public Comment

None.

Agenda Item # 7: Sheriff's Update | Craig Keller & Jake Murray, Cass County Sheriff's Department

The update will be presented during the next City Council meeting on April 17, 2023.

Agenda Item # 8: 64th Ave. S. Roundabout Project Open House | Jim Dahlman, City Engineer & Brenton Holper, City Administrator

Mr. Dahlman stated that the Cass County Highway Department will hold a public meeting on Monday,



April 10, 2023, at the Fire Hall Event Center to discuss the upcoming 64th Ave. S. roundabout project. County representatives will answer questions residents might have regarding the project and the upcoming closure of County Road 17. The meeting will take place from 5:00 pm to 8:00 pm.

Mr. Dahlman stated that the City of Horace has agreed to share some of the costs for the 64th Ave. S. roundabout project. Horace's share would be approximately \$322,200, which includes the purchase of gravel for 57th Street and streetlights. Staff will request that the City of Fargo cover some of the costs for the improvements of 57th Street because the road partially belongs to Fargo.

Councilmember Landstrom asked if Horace's cost-share would be special assessed. Mr. Dahlman responded that County projects are not assessed. After the completion of the project, the auditor will determine how the City of Horace will pay its share. Mr. Holper added that the City will propose to cover the project costs by using sales tax.

No action was taken.

Mr. Dahlman explained that the development of the Wilds 20th Addition was increasing traffic. During the September 21, 2020, meeting, the Council agreed to install a street gate on 60th Ave. S. between the Wilds Addition and Grayhawk Addition.

Traffic will further increase when the County closes part of 64th Ave. S. for the construction of the roundabout. To avoid more traffic issues, Mr. Dahlman asked that the City Council vote to either have the gate opened or removed.

Motion: Open but Do Not Remove the Street Closure Gate in the Wilds Addition.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

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

Agenda Item # 9: Sanitary, Storm and Street Improvement District No. 2022-4 (Wall Avenue – Sheyenne Diversion to Sheyenne River) | Jim Dahlman, City Engineer

Mr. Croaker said that there are several residents who would like to address the City Council with their concerns and questions regarding the Wall Avenue street improvements. Horace resident John Colvin provided his questions and requested that city representatives meet with residents and their legal counsel to discuss this project and the right-of-way purchases. Mayor Peterson said that there were several meetings concerning the project and that a letter was sent to each property owner offering options. Mr. Croaker said that the City will compensate property owners for the trees that will be taken to make way for the improvements.

Horace resident Myron Cusey discussed project design components and requested that a privacy fence be installed to shield properties. Mr. Dahlman stated that the road will be lowered and that he can send the plans and specifications if requested.

Horace resident Mike Snellgrove asked questions about his driveway and whether the City had an estimate on the cost of special assessments.

Councilmember Burkland asked why property owners felt that there was not enough communication. Resident Marybeth Colvin responded that there were many conflicting statements and stories. Mr.



Dahlman explained that the project was publicly discussed multiple times over the past 4 years. There were several public information meetings where residents could get information and ask questions. He concluded that many changes were made to the project plans because of requests residents made.

Mayor Peterson requested that staff and consultants schedule a meeting with a delegation of residents and legal counsel.

A resident asked how long the project would take. Mr. Dahlman replied that the project will be constructed in two parts. The first segment is Memory Lane/Lost River Road to the Sheyenne River Bridge. The roadway's estimated completion date is 2023. Work adjacent to the road will include a shared-use path, and seeding is expected to take place in 2024. The second segment is Sheyenne Diversion to Memory Lane/Lost River Road. The estimated completion of the second roadway is expected to be in 2024.

Mr. Dahlman presented the plans and specifications for the Sanitary, Storm, and Street Improvement District No. 2022-4 (Wall Avenue–Sheyenne Diversion to Sheyenne River). He added that the project can only move forward when the plans and specifications are approved. After approval, the project can be bid, which will determine the overall cost of the project.

Motion: Approve the Plans and Specifications for Sanitary, Storm and Street Improvement District No. 2022-4 (Wall Avenue – Sheyenne Diversion to Sheyenne River).

1st Motion: Councilmember Veit

2nd Motion: Councilmember Landstrom

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

Mr. Dahlman explained the process and timeframe to get a bid advertised.

Motion: Direct the Auditor to Advertise for Bids for Sanitary, Storm and Street Improvement District No. 2022-4 (Wall Avenue – Sheyenne Diversion to Sheyenne River).

1st Motion: Councilmember Veit

2nd Motion: Councilmember Landstrom

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

Agenda Item # 10: Sewer Ordinance | Jim Dahlman, City Engineer

Mr. Croaker explained that, in accordance with the ND Administrative Code, if there is a public sewer located within 200 ft. of a property line, owners are required to connect to it if the approving authority (Fargo Cass Public Health) requires it.

Fargo Cass Public Health Department regulations state that when a homeowner has a private sewer and it fails, they will not issue a permit to repair or install a new private septic system if the property is located within 200 ft. of a sewer connection and the City's sewer has additional sewer capacity available. Mr. Croaker contacted Fargo Cass Public Health Department, and they confirmed that they will not issue a permit for a new or repaired private septic system that is within 200 ft. of an available public sanitary sewer line that has capacity for such additional connection.

Mr. Croaker explained that he made changes to the sewer ordinance draft to match the Fargo Cass Public Health Department regulations. Councilmember Landstrom requested that the variance process under Fargo Cass Public Health's regulations be added to the ordinance. Councilmember Veit agreed with the request to add the variance process to Horace's ordinance.



Motion: Approve the First Reading of the Sewer Ordinance with the Addition of the Fargo Cass Public Health Variance Process.

1st Motion: Councilmember Landstrom

2nd Motion: Councilmember Veit

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

Agenda Item # 11: Water, Sewer, Storm, and Street Improvement District No. 2022-9 (63rd Street – from Wall Avenue to 82nd Avenue) | Jim Dahlman, City Engineer

Mr. Dahlman summarized the project's timeline. He added that the next steps in the process are for the council to approve the plans and specifications and to direct the auditor to advertise for bids.

Motion: Approve the Plans and Specifications for the Water, Sewer, Storm, and Street Improvement District No. 2022-9 (63rd Street – from Wall Avenue to 82nd Avenue).

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

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

Mr. Dahlman explained the process and timeframe to get a bid advertised.

Motion: Direct the Auditor to Advertise for Bids for Water, Sewer, Storm, and Street Improvement District No. 2022-9 (63rd Street – from Wall Avenue to 82nd Avenue).

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

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

Agenda Item # 12: 856 Harvest Circle | Jace Hellman, Community Development Director

Mr. Hellman explained that the City received an application for a variance at 856 Harvest Circle. The applicant requested a variance to accommodate special conditions and circumstances that exist. The soon-to-be owners of the property are elderly, and requested additional space in one room to navigate more easily. Mr. Hellman added that the Planning and Zoning Commission voted 4-0 to recommend denial of the variance request for 856 Harvest Circle. The reason for the denial is the lack of proof of hardship, such as site and topographical constraints, property shape or location, that is specific to this property and that would require the proposed structure to encroach in the required rear yard setback. In the staff's opinion, there are no special conditions or circumstances which are peculiar to this property.

Mayor Peterson opened the public hearing at 7:28 pm. Councilmember Veit asked if there was another way to layout the house so that the additional room would be incorporated without having to ask for a variance. The representative responded that there is not enough room on the lot for this kind of layout. The Council discussed the application but agreed that there was not enough evidence for a hardship. Mayor Peterson closed the public hearing at 7:37 pm.

Motion: Accept the Staff's and Planning Commission's Recommendation to Deny the Variance Application for the Property Located at 856 Harvest Circle.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Landstrom

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



Agenda Item # 13: Horace HQ, LLC – Liquor License Application | Brenton Holper, City Administrator

Mr. Holper presented the Horace HQ, LLC liquor license application. The Headquarters will be located south of Dairy Queen. He added that the applicant applied for an on and off premise liquor license and that this is only the third establishment in Horace that would receive the on- and off premise liquor license. The price of the liquor license application fee and the annual license renewal were discussed. Mayor Peterson opened the public hearing at 7:41 pm. No comments or questions were received. Mayor Peterson closed the public hearing at 7:41 pm.

Motion: Approve the On and Off Premise Liquor License for Horace HQ, LLC.

1st Motion: Councilmember Landstrom

2nd Motion: Councilmember Burkland

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

Agenda Item # 14: Engineering/Public Works Report | Jim Dahlman, City Engineer

Mr. Dahlman shared news that despite the weather, the hole for the water meter for the Connection to Cass Rural Water project was dug and that the meter vault is scheduled for delivery and installation. Mr. Dahlman provided updates for several construction projects which included Cub Creek 2nd Addition and the 64th Ave. S. roundabout.

Agenda Item # 15: City Administrator Report | Brenton Holper, City Administrator

Mr. Holper explained that the next tax equalization meeting will take place on Monday, April 17, 2023, at 5:30 pm at the Horace Fire Hall Event Center. Paul Fracassi, Cass County Finance Director, will lead the meeting and will answer questions afterwards.

He informed the City Council that road restrictions for over dimensional vehicles will be in effect starting Tuesday, April 4, 2023.

Mr. Holper stated that there was a very good turnout for the annual Easter Event. Many families came despite the snow on the ground. He thanked everyone involved for their help including the Red River Sno-Riders, the Horace Lutheran Church, all sponsors, and volunteers.

He concluded that flooding might occur because of the snow accumulation. He added that the Public Works Department continues to clean out storm sewer drains. Councilmember Burkland stated that it is important that private roads get signage because otherwise the City and staff will be blamed for no snow removal on those private roads.

Agenda Item # 16: Portfolio Reports

- a.) Mayor Peterson explained that he has been in touch with the State's representatives. There are currently a few legislative bills in the Senate that need to be monitored.
He stated that a big snowstorm might hit the area the next day and that Public Works would be standing by. He advised everyone to stay home during the storm because the FM area is expected to get a foot of snow.
He concluded that the chances of flooding are increasing, especially with the next storm around the corner.
- b.) Councilmember Veit attended several meetings reviewing construction plans and making sure the beautification of Horace continues. She also visited several construction sites. She voiced



concern about flooding and wants to make sure that everyone is prepared.

She said that she attended the Easter Event and thought that the event was awesome.

- c.) Councilmember Burkland reminded everyone that there will be a joint meeting with the Planning Commission to discuss the Land Use Ordinance. She was concerned about the mess a construction site was making in town.
- d.) Councilmember Landstrom thanked Interstate Engineering and Ohnstad Twichell for their Easter Event sponsorships. She attended the event and thought that it was remarkable that there was not one egg left behind and that kids made sure that they got each egg opened to see if they had found one of the special prizes.

She concluded that she continues to work on the planning for the upcoming 150th anniversary.

Mayor Peterson announced at 7:53 pm that the Council would take a break to clear the room for the executive sessions.

Agenda Item # 17: Executive session held pursuant to N.D.C.C. § 44-04-19.1(9) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding contracts for the purchase of real property related to BNSF railroad property.

Motion: Enter into Executive Session held pursuant to N.D.C.C. § 44-04-19.1(9) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding contracts for the purchase of real property related to BNSF railroad property at 8:18 pm.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

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

Motion: Return to the Regular Session at 8:43 pm.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Landstrom

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

Motion: Direct the City Administrator to continue negotiations and direct the City Attorney to Develop a Purchase Agreement.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

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

Agenda Item # 18: Executive session held pursuant to N.D.C.C. § 44-04-19.1(9) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding contracts for the purchase of real property related to the Wall Ave Project.

Motion: Enter into Executive Session held pursuant to N.D.C.C. § 44-04-19.1(9) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding contracts for the purchase of real property related to the Wall Ave project.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Landstrom

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

Motion: Return to the Regular Session at 9:16 pm.

1st Motion: Councilmember Veit



2nd Motion: Councilmember Burkland

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

Motion: Approve Purchase Agreements for Armitage, Dahl, and Carpenter.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Landstrom

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

Motion: Direct Staff/Consultants to Hold an Informal Landowner Meeting with a Delegation of Residents and Legal Counsel at 6:00 PM on Thursday, April 6, 2023, at Interstate Engineering's office.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Landstrom

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

Motion: Direct City Attorney to Prepare and Deliver Second Letter.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

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

Agenda Item # 19: Adjourn

Motion: Adjourn at 9:16 pm.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Landstrom

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

The next City Council Meeting is scheduled for **Monday, April 17, 2023, at 6:00 pm**



Horace City Council Special Meeting Minutes

The Horace City Council met on April 7, 2023 @12:00 pm at Horace City Hall. Those present were Mayor Kory Peterson, Councilmembers Sarah Veit, and Jeff Trudeau. Those joining virtually via Teams were Councilmembers Stephanie Landstrom, and Naomi Burkland. Others present virtually via Teams included: Brenton Holper, City Administrator; Jim Dahlman, City Engineer; and Lukas Croaker, City Attorney.

Mayor Peterson called the meeting to order at 12:05 pm.
Mayor Peterson forewent the pledge.

Agenda Item #3: Approve the Special Meeting Agenda

Motion: Approve the Special Meeting Agenda.

1st Motion: Councilmember Landstrom

2nd Motion: Councilmember Veit

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

Agenda Item #4: Executive session held pursuant to N.D.C.C. § 44-04-19.1(9) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding contracts for the purchase of real property related to the Wall Ave Project.

Motion: Enter into executive session held pursuant to N.D.C.C. § 44-04-19.1(9) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding a contract for the purchase of real property related to the Wall Ave Project at 12:06 pm.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed.

Motion: Return to the Regular Session at 12:50 pm

1st Motion: Councilmember Trudeau

2nd Motion: Councilmember Veit

Action taken: All in favor, none opposed.

Motion: Direct City Attorney to Postpone Sending the Second Letter to Residents on Wall Ave.

1st Motion: Councilmember Trudeau

2nd Motion: Councilmember Burkland

Action taken: All in favor, none opposed.

Motion: Direct Revised Offers to All Property Owners Involved the Higher of: (1) an additional \$1,500, (2) an increase of 10% of the Total Purchase Price, or (3) a Step-Up Increase in Property Value from the Land Value Table Found in the Property Appraisal Report.

1st Motion: Councilmember Landstrom

2nd Motion: Councilmember Trudeau



Action taken: All in favor, none opposed.

Agenda Item #5: Adjourn

Motion: Adjourn at 12:53 pm.

1st Motion: Councilmember Veit

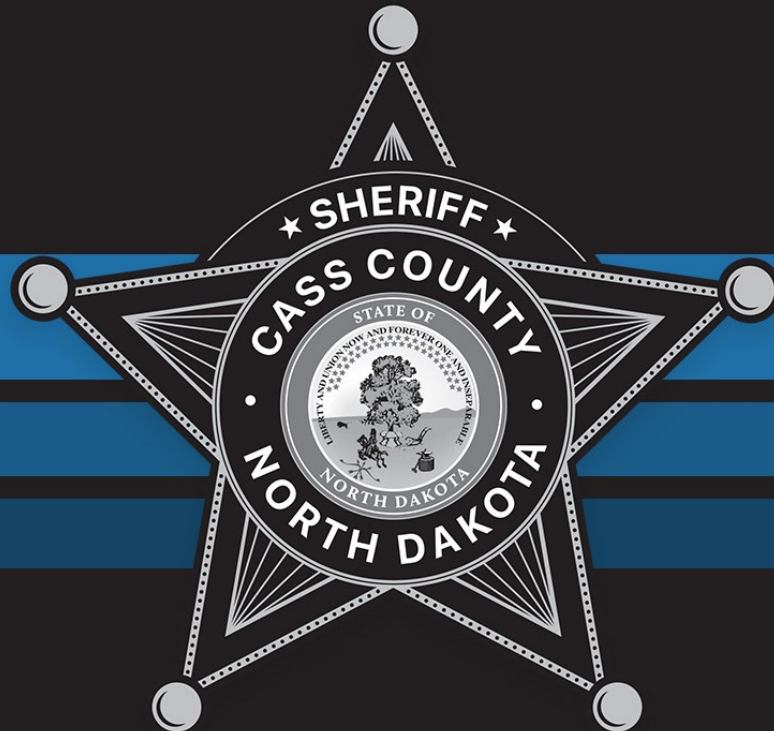
2nd Motion: Councilmember Burkland

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

The next City Council Meeting is scheduled for **Monday, April 17, 2023, at 6:00 pm**

MARCH 2023

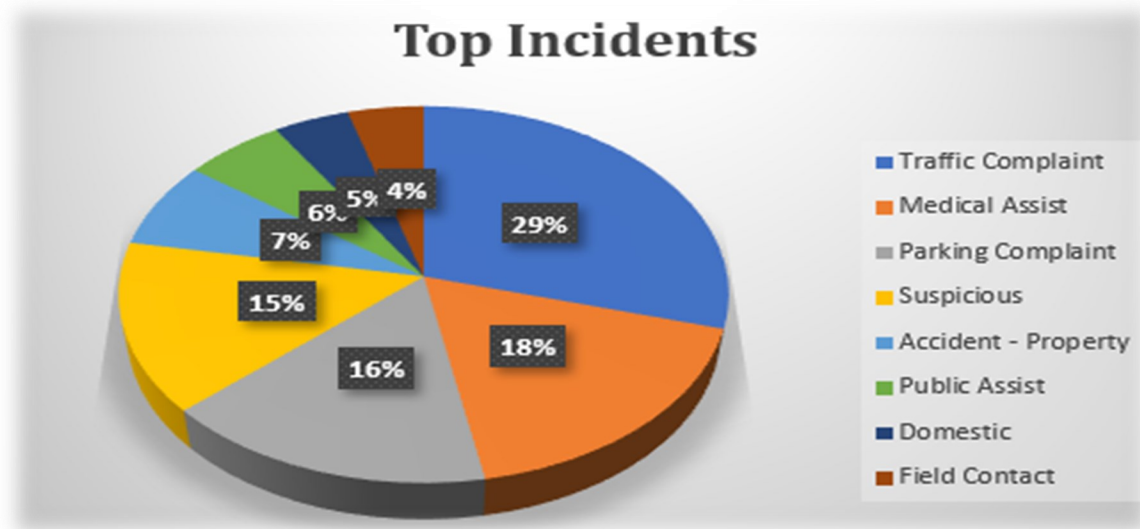
CITY OF HORACE MONTHLY REPORT



Sheriff Jesse Jahner

CASS COUNTY SHERIFF'S OFFICE

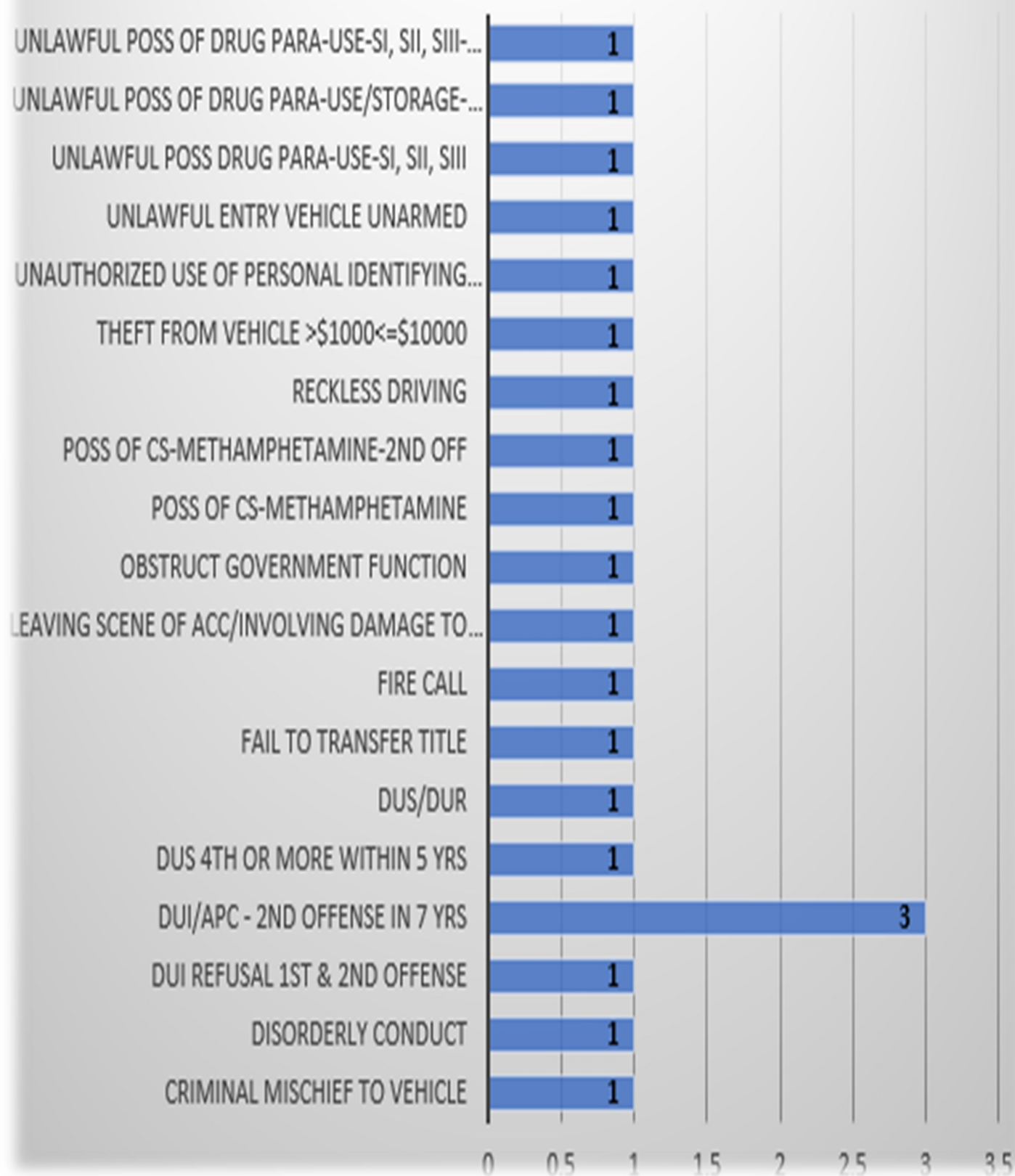
MARCH 2023 - 305 CALLS FOR SERVICE



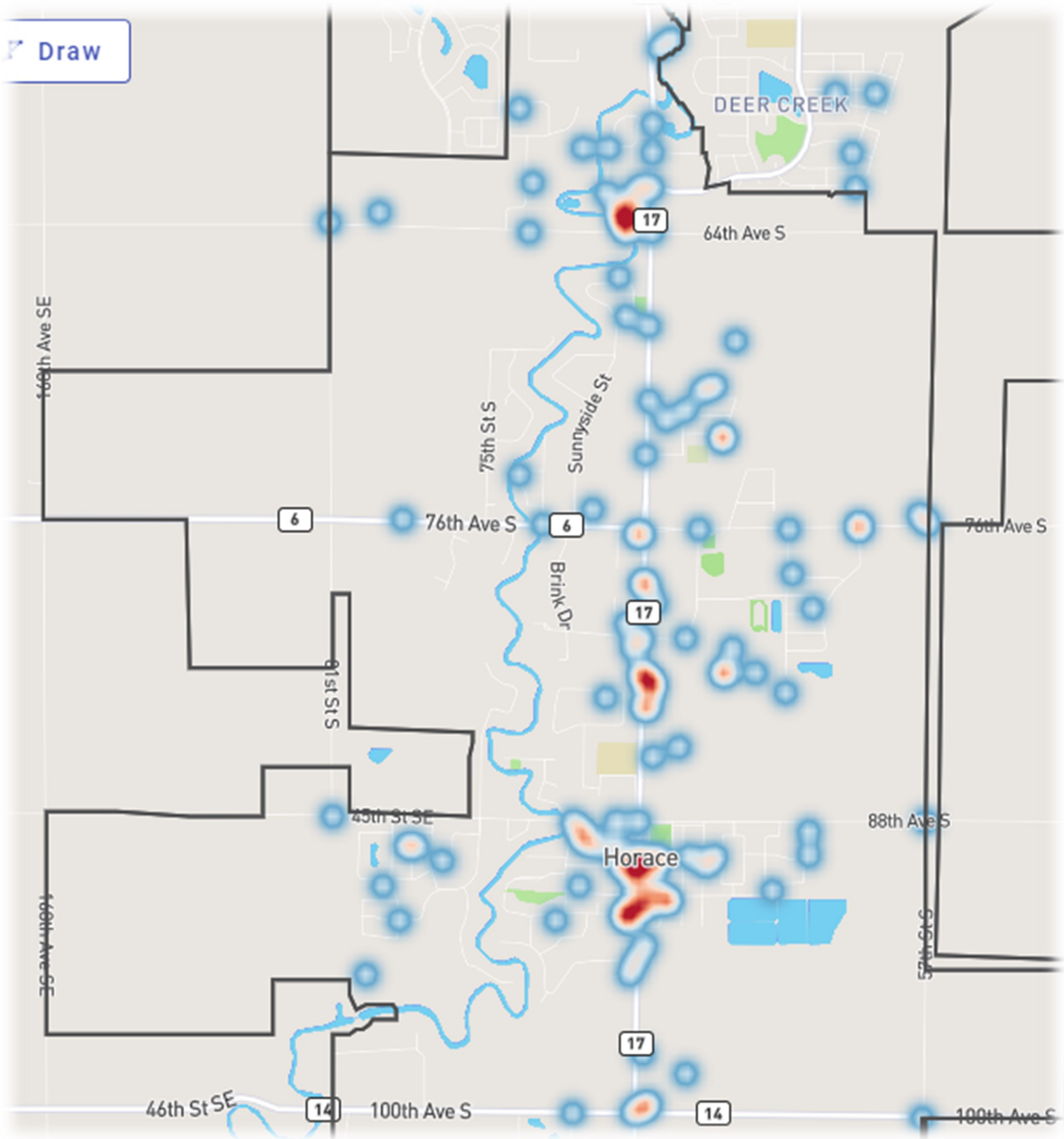
Traffic Complaint	20	Theft	2
Medical Assist	12	Welfare Check	2
Parking Complaint	11	Alarm	1
Suspicious	10	Animal Calls	1
Accident - Property	5	Burglary	1
Public Assist	4	Loud Noise	1
Domestic	3	Narcotics	1
Field Contact	3	Sex Assault	1
Disturbance	2	Suspicious Activity - Pe	1
Juvenile Complaint	2	Vandalism	1
Reckless Driving	2		

MARCH	
TOTAL CITATIONS ISSUED IN HORACE	35
CITATIONS ISSUED HORACE MUNICIPAL COURT	21
WARNINGS ISSUED	80
PARKING CITATIONS	2
PARKING WARNINGS	0
PARKING IMPOUNDS	0

MARCH HORACE CASE OFFENSES



MARCH HEAT MAP OF INCIDENTS HORACE





2023 Equalization Report

APRIL 11, 2023

**Paul Fracassi – Director of Equalization
Board of Equalization**



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2022 Market Recap

During the board of equalization last year, we were just starting to see mortgage rates creep above 4.00%. That rate continued its steady ascent upward to a 15-year high of 7%. After reaching their peak, rates have hovered around 6-7% for the remainder of the year. Since our office studies sales throughout the entirety of the year, we were curious to find the story that would unfold.

Cass County saw the total amount of residential property sales dip about 18% from 2021. Even though rates increased and consumer buying power took a hit, we saw a 10% increase in the median sale price. After excluding Fargo and West Fargo, Cass County saw the total number of sales increase 22% from the first half of the year to second half of 2022.

The commercial market continues to stay strong with local vacancies in retail, office, and industrial properties all below nation-wide averages. Apartments closed the year with a 4.87% vacancy rate throughout the metro area, which is up slightly from last year but stable.

All property information for the City of Horace is available to be reviewed at www.cass.northdakotaassessors.com

As we move forward in our review of the 2023 market, our office will continue to monitor all market conditions and apply the appropriate adjustments to values when needed.

2023 Proposed Values



Cass County Tax Equalization Department Paul Fracassi, Director of Equalization

211 Ninth Street South
Fargo, North Dakota 58108
E-mail: assessor@casscountynd.gov

4/11/2023

Local Board of Equalization
Horace City
Cass County, ND

Honorable Members:

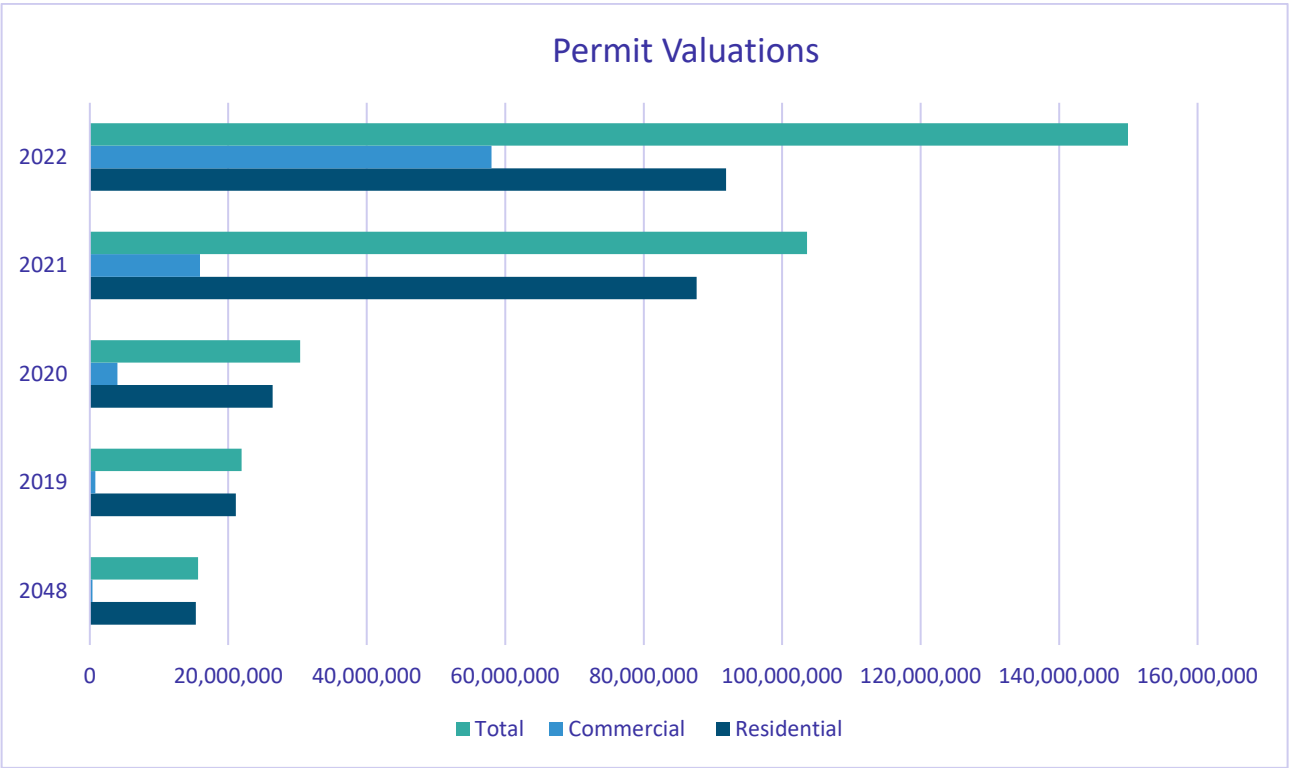
Submitted for your consideration at your Board of Equalization meeting, Monday, April 17, 2023, are the 2023 assessments of real property in Horace City as listed in the 2023 assessment book.

Following is a comparison of the assessments for the different classes of real property for 2023, 2022 and the increases or decreases, as the case may be:

CLASS OF PROPERTY	2022 Certification	2023	INCREASE / (DECREASE)
Agricultural Lands	\$4,899,300	\$5,716,200	\$816,900
Commercial Lots	\$24,478,700	\$48,617,200	\$24,138,500
Commercial Structures	\$24,740,300	\$45,137,100	\$20,396,800
Total Commercial Property	\$49,219,000	\$93,754,300	\$44,535,300
Residential Lots	\$123,898,400	\$154,970,200	\$31,071,800
Residential Structures	\$398,154,300	\$513,308,700	\$115,154,400
Total Residential Property	\$522,052,700	\$668,278,900	\$146,226,200
TOTAL TRUE AND FULL VALUE	\$576,171,000	\$767,749,400	\$191,578,400
TOTAL ASSESSED VALUE	\$288,085,500	\$383,874,700	\$95,789,200
TOTAL TAXABLE VALUE	\$26,198,287	\$35,046,076	\$8,847,789
Prior Year General Mill	60.14		
Total revenue from Property Taxes if General Levy stays the same:			\$2,107,671

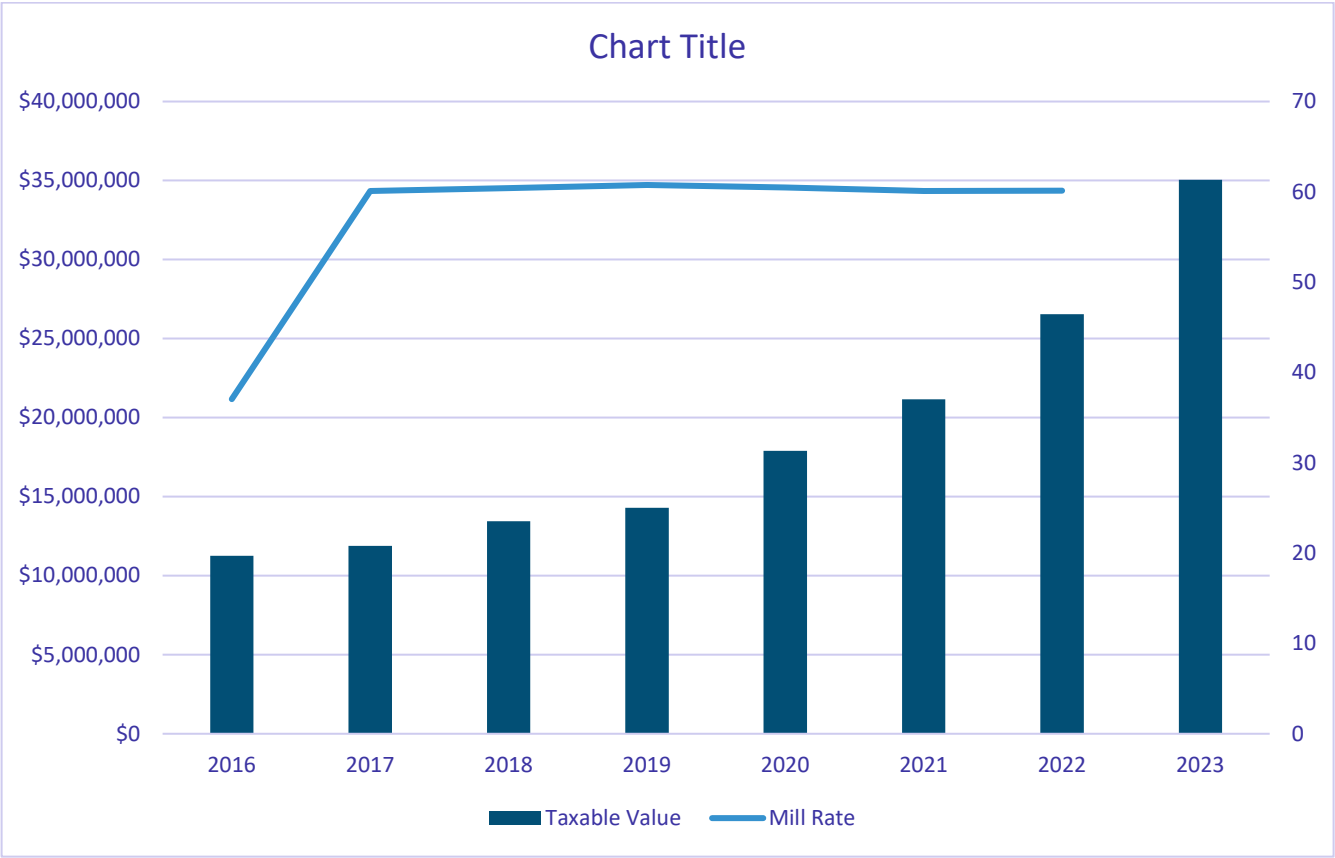
New growth accounted for over \$93 million of the residential adjustments and \$16.3 million of the commercial adjustments.

Permit Information



2022 had 302 permits taken out for New Home Construction totaling \$89,055,307 .

Valuation History



Duties of the Board

The city board of equalization consists of the members of the governing body. The board meets at its usual meeting place within the first fifteen days of April each year to equalize and correct the assessment list submitted by the assessor. If a person is the assessor for two or more cities or townships, the city auditor, after consulting with the assessor, sets an alternate date in April for the equalization meeting. At least ten days before the alternate meeting, the city auditor posts a notice at the usual meeting place and publishes a notice in the official newspaper of the city. The notice must state the meeting time and date. [See N.D.C.C. ch. 57-11]

The board may increase or decrease the valuation and assessment to whatever is reasonable and just to ensure equalization. The board may not increase the valuation of any property returned by the assessor to an amount that results in a cumulative increase of more than 15% from the amount of the last assessment without first giving the owner, or the owner's agent, reasonable notice and opportunity to be heard regarding the intention of the board to increase it.

Appeals Through the Board of Equalization

North Dakota law directs all real property in the state to be assessed as to its value on February 1st of each year. Assessment officials around the state spend most of January, February, and March preparing these values by studying costs to build new, the area's marketing of existing property and how these factors affected the current valuations.

The assessor must notify the property owner whenever the true and full valuation is increased by more than 10 percent over the last assessment. The notice must be delivered in writing to the property owner at the property owner's last known address at least 15 days prior to the local board of equalization. The notice must provide the true and full values used by the assessor along with the dates, times, and locations of both the City and the County Board of Equalizations.

MEMO

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

From: James Dahlman, PE *Jad*

Date: April 17, 2023

Re: 64TH Avenue Roundabout at County Road 17
Cost Share Agreement
Horace, North Dakota

ER22-03-103.26

The Cass County Highway Department is constructing a roundabout at the intersection of CR17 and 64th Avenue in Horace. As part of this project, street lights will be installed along the CR17 corridor to 52nd Avenue and 57th Street S/Veterans will be graveled between 76th Avenue and 64th Avenue.

Streetlight improvements consist of 7ft concrete base, 2in innerduct installed, in-ground junction box, #4 USE CU. Conductor, #6 USE CU. Conductor, Type A pole & luminaire – standard finish.

57th Street/Veterans Boulevard improvements consist of subgrade preparation – box culvert, and aggregate surface course CL 13.

The estimated total cost for this cost share is \$322,019.75. A breakdown is attached to the cost share agreement and this memo.

The cost share is currently being reviewed and a couple of items clarified by the City Attorney and once approved will be distributed back to the County for their approval.

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

Thank You

ATTACHMENTS

From: [Litchy, Kyle](#)
To: [bholper](#)
Cc: [Jim Dahlman](#); [Benson, Jason](#); [Soucy, Tom](#); [Winkler, Shane](#)
Subject: C17 & 64th Ave Roundabout Cost Share Agreement
Date: Friday, March 24, 2023 9:59:55 AM
Attachments: [CH2302 2023 Horace Cass Cost Share Agreement.docx](#)
[64th Ave & C17 Roundabout Cost Share Quantities.pdf](#)

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

Brenton,
See attached Cost Share Agreement and Cost Share Agreement Exhibit 1.
Let me know if you need anything else.
Thanks

Kyle Litchy PE
Assistant County Engineer
Cass County Highway Department
701-298-2380 – Office
701-630-8667 - Cell

EXHIBIT 1

CASS COUNTY HIGHWAY DEPARTMENT												
PROJECT NO. CH2302 & CB2304 GRADING, BASE, SURFACING, STRUCTURE REPLACEMENT, & INCIDENTALS CASS HWY 17; FROM 1,576' SOUTH AND 4,856' NORTH OF 64TH AVE S 64TH AVE S; FROM 383' WEST AND 610' EAST OF CASS HWY 17			ESTIMATED QUANTITIES		BID PRICE		CASS COUNTY			CITY OF HORACE		
ITEM	SPEC NO.	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	APPROX. QTY	TOTAL	PERCENT	APPROX. QTY	TOTAL	PERCENT
1	103	CONTRACT BOND	L SUM	1	\$15,465.00	\$15,465.00	1	\$15,465.00	100%	0	\$0.00	0%
2	201	REMOVAL OF TREES & BRUSH	L SUM	1	\$17,500.00	\$17,500.00	1	\$17,500.00	100%	0	\$0.00	0%
3	202	REMOVAL OF FLAG POLE	EA	1	\$300.00	\$300.00	1	\$300.00	100%	0	\$0.00	0%
4	202	REMOVE & RESET LIGHT POLE	EA	1	\$840.00	\$840.00	1	\$840.00	100%	0	\$0.00	0%
5	202	REMOVAL OF STRUCTURE	L SUM	1	\$150,700.00	\$150,700.00	1	\$150,700.00	100%	0	\$0.00	0%
6	202	REMOVAL OF BITUMINOUS SURFACING	SY	1,209	\$12.50	\$15,112.50	1,209	\$15,112.50	100%	0	\$0.00	0%
7	202	SAW BITUMINOUS SURFACING - FULL DEPTH	LF	380	\$3.75	\$1,425.00	380	\$1,425.00	100%	0	\$0.00	0%
8	202	REMOVAL OF CULVERTS - ALL TYPES & SIZES	LF	374	\$25.00	\$9,350.00	374	\$9,350.00	100%	0	\$0.00	0%
9	203	COMMON EXCAVATION - TYPE A	CY	9,614	\$11.50	\$110,559.28	9,614	\$110,559.28	100%	0	\$0.00	0%
10	203	COMMON EXCAVATION - WASTE	CY	5,715	\$10.00	\$57,148.20	5,715	\$57,148.20	100%	0	\$0.00	0%
11	203	TOPSOIL	CY	6,822	\$8.00	\$54,576.00	6,822	\$54,576.00	100%	0	\$0.00	0%
12	203	TOPSOIL - IMPORTED	CY	1,375	\$20.50	\$28,187.50	1,375	\$28,187.50	100%	0	\$0.00	0%
13	203	BORROW - EXCAVATION	CY	3,967	\$26.25	\$104,133.75	3,967	\$104,133.75	100%	0	\$0.00	0%
14	210	BOX CULVERT EXCAVATION	EA	1	\$215,000.00	\$215,000.00	1	\$215,000.00	100%	0	\$0.00	0%
15	210	FOUNDATION FILL	CY	2,632	\$66.00	\$173,712.00	2,632	\$173,712.00	100%	0	\$0.00	0%
16	210	FOUNDATION PREPARATION - BOX CULVERT	EA	1	\$130,000.00	\$130,000.00	1	\$130,000.00	100%	0	\$0.00	0%
17	216	WATER	M GAL	330	\$32.00	\$10,560.00	330	\$10,560.00	100%	0	\$0.00	0%
18	230	SUBGRADE PREPARATION - TYPE A - 6IN	MILE	1.25	\$25,000.00	\$31,250.00	0.19	\$4,750.00	15%	1.06	\$26,500.00	85%
19	251	SEEDING CLASS III	ACRE	8.46	\$1,100.00	\$9,306.00	8.46	\$9,306.00	100%	0.00	\$0.00	0%
20	253	HYDRAULIC MULCH	ACRE	8.46	\$1,975.00	\$16,708.50	8.46	\$16,708.50	100%	0.00	\$0.00	0%
21	255	ECB TYPE 1	SY	90	\$5.25	\$472.50	90	\$472.50	100%	0	\$0.00	0%
22	255	TRM TYPE 1	SY	970	\$8.00	\$7,760.00	970	\$7,760.00	100%	0	\$0.00	0%
23	256	RIPRAP - SALVAGE	CY	75	\$63.00	\$4,725.00	75	\$4,725.00	100%	0	\$0.00	0%
24	256	RIPRAP GRADE III	CY	177	\$105.00	\$18,585.00	177	\$18,585.00	100%	0	\$0.00	0%
25	260	SILT FENCE UNSUPPORTED	LF	975	\$3.15	\$3,071.25	975	\$3,071.25	100%	0	\$0.00	0%
26	260	REMOVE SILT FENCE UNSUPPORTED	LF	975	\$0.70	\$682.50	975	\$682.50	100%	0	\$0.00	0%
27	261	FIBER ROLLS 12IN	LF	3,870	\$2.80	\$10,836.00	3,870	\$10,836.00	100%	0	\$0.00	0%
28	261	REMOVE FIBER ROLLS 12IN	LF	1,560	\$0.55	\$858.00	1,560	\$858.00	100%	0	\$0.00	0%
29	262	FLOTATION SILT CURTAIN	LF	150	\$14.75	\$2,212.50	150	\$2,212.50	100%	0	\$0.00	0%
30	262	REMOVE FLOTATION SILT CURTAIN	LF	150	\$3.00	\$450.00	150	\$450.00	100%	0	\$0.00	0%
31	302	SALVAGED BITUMINOUS BASE COURSE	CY	7,044	\$12.75	\$89,811.00	7,044	\$89,811.00	100%	0	\$0.00	0%
32	302	CRUSHED CONCRETE	TON	10,214	\$28.00	\$285,992.00	10,214	\$285,992.00	100%	0	\$0.00	0%
33	302	AGGREGATE SURFACE COURSE CL 13	TON	2,819	\$33.00	\$93,027.00	425	\$14,025.00	15%	2,394	\$79,002.00	85%
34	302	COURSE AGGREGATE BEDDING	CY	1,273	\$85.00	\$108,205.00	1,273	\$108,205.00	100%	0	\$0.00	0%
35	411	MILLING PAVMENT SURFACE - FULL DEPTH	SY	18,420	\$5.25	\$96,705.00	18,420	\$96,705.00	100%	0	\$0.00	0%
36	411	MILLING PAVMENT SURFACE - 2IN	SY	17,953	\$2.35	\$42,189.55	17,953	\$42,189.55	100%	0	\$0.00	0%
37	430	RAP - SUPERPAVE FAA 43	TON	12,020	\$103.00	\$1,238,060.00	12,020	\$1,238,060.00	100%	0	\$0.00	0%
38	430	HMA INTELLIGENT COMPACTION	L SUM	1	\$14,500.00	\$14,500.00	1	\$14,500.00	100%	0	\$0.00	0%
39	430	CORED SAMPLE	EA	45	\$80.00	\$3,600.00	45	\$3,600.00	100%	0	\$0.00	0%
40	550	8IN NON - REINF CONCRETE PVMT CL AE - DOWELED	SY	5,264	\$105.00	\$552,720.00	5,264	\$552,720.00	100%	0	\$0.00	0%
41	606	14FT X 17FT PRECAST RCB CULVERT INSTALLATION	LF	396	\$815.00	\$322,740.00	396	\$322,740.00	100%	0	\$0.00	0%
42	606	14FT X 17FT PRECAST RCB END SECTION INSTALLATION	EA	6	\$6,825.00	\$40,950.00	6	\$40,950.00	100%	0	\$0.00	0%
43	702	MOBILIZATION	L SUM	1	\$378,140.00	\$378,140.00	1	\$378,140.00	100%	0	\$0.00	0%
44	704	FLAGGING	MHR	144	\$57.50	\$8,280.00	144	\$8,280.00	100%	0	\$0.00	0%
45	704	TRAFFIC CONTROL SIGNS	UNITS	2,377	\$2.10	\$4,991.70	2,377	\$4,991.70	100%	0	\$0.00	0%
46	704	TYPE III BARRICADE	EA	15	\$105.00	\$1,575.00	15	\$1,575.00	100%	0	\$0.00	0%
47	704	DELINEATOR DRUMS	EA	25	\$31.50	\$787.50	25	\$787.50	100%	0	\$0.00	0%
48	704	TUBULAR MARKERS	EA	25	\$10.50	\$262.50	25	\$262.50	100%	0	\$0.00	0%
49	704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	\$2,625.00	\$5,250.00	2	\$5,250.00	100%	0	\$0.00	0%
50	706	BITUMINOUS LABORATORY	EA	1	\$1,000.00	\$1,000.00	1	\$1,000.00	100%	0	\$0.00	0%
51	706	CONTRACTOR'S LABORATORY	EA	1	\$1,000.00	\$1,000.00	1	\$1,000.00	100%	0	\$0.00	0%
52	709	GEOSYNTHETIC MATERIAL TYPE G	SY	2,222	\$6.10	\$13,554.20	2,222	\$13,554.20	100%	0	\$0.00	0%
53	709	GEOSYNTHETIC MATERIAL TYPE R1	SY	25,790	\$3.25	\$83,817.50	25,790	\$83,817.50	100%	0	\$0.00	0%
54	709	GEOSYNTHETIC MATERIAL TYPE RR	SY	1,096	\$4.85	\$5,315.60	1,096	\$5,315.60	100%	0	\$0.00	0%
55	709	GEOSYNTHETIC MATERIAL TYPE S1	SY	1,096	\$4.85	\$5,315.60	1,096	\$5,315.60	100%	0	\$0.00	0%
56	714	PIPE CONC REINF 24IN CL III	LF	164	\$145.00	\$23,780.00	164	\$23,780.00	100%	0	\$0.00	0%
57	714	END SECT - CONC REINF 24IN	EA	4	\$1,835.00	\$7,340.00	4	\$7,340.00	100%	0	\$0.00	0%
58	714	HEADWALL - PRECAST CONCRETE 4IN	EA	4	\$1,000.00	\$4,000.00	4	\$4,000.00	100%	0	\$0.00	0%
59	714	PIPE CORR STEEL .079IN 24IN	LF	132	\$95.00	\$12,540.00	132	\$12,540.00	100%	0	\$0.00	0%
60	714	END SECT CORR STEEL .064IN 24IN	EA	5	\$725.00	\$3,625.00	5	\$3,625.00	100%	0	\$0.00	0%
61	714	PIPE PVC 4IN DRAIN	LF	968	\$10.50	\$10,164.00	968	\$10,164.00	100%	0	\$0.00	0%
62	748	CURB & GUTTER - TYPE 1	LF	2,385	\$30.00	\$71,550.00	2,385	\$71,550.00	100%	0	\$0.00	0%
63	748	CURB & GUTTER - TYPE 1 EXTENSION	SY	86	\$101.50	\$8,729.00	86	\$8,729.00	100%	0	\$0.00	0%
64	748	MOUNTABLE CURB & GUTTER - 2IN	LF	415	\$20.50	\$8,507.50	415	\$8,507.50	100%	0	\$0.00	0%
65	748	MOUNTABLE CURB & GUTTER - 6IN	LF	686	\$31.50	\$21,609.00	686	\$21,609.00	100%	0	\$0.00	0%
66	748	MOUNTABLE CURB & GUTTER - 6IN EXTENSION	SY	38	\$101.50	\$3,857.00	38	\$3,857.00	100%	0	\$0.00	0%
67	750	DECORATIVE PAVED BOULEVARD	SY	154	\$130.00	\$20,020.00	154	\$20,020.00	100%	0	\$0.00	0%
68	750	SIDEWALK CONCRETE 5IN REINF	SY	959	\$55.65	\$53,368.35	959	\$53,368.35	100%	0	\$0.00	0%
69	750	CONCRETE MEDIAN NOSE PAVING	SY	120	\$125.00	\$15,000.00	120	\$15,000.00	100%	0	\$0.00	0%
70	750	CONCRETE MEDIAN PAVING COLORED W/PATTERN	SY	1,914	\$130.00	\$248,820.00	1,914	\$248,820.00	100%	0	\$0.00	0%
71	750	DETECTABLE WARING PANNELS	SF	320	\$63.00	\$20,160.00	320	\$20,160.00	100%	0	\$0.00	0%
72	754	FLAT SHEET FOR SIGNS - TYPE XI REFL SHEETING	SF	322	\$23.10	\$7,438.20	322	\$7,438.20	100%	0	\$0.00	0%
73	754	FLAT SHEET FOR SIGNS - TYPE IV REFL SHEETING	SF	6	\$21.00	\$126.00	6	\$126.00	100%	0	\$0.00	0%
74	754	STEEL GALV POSTS - TELESOPING PERFORATED TUBE	LF	618	\$18.35	\$11,340.30	618	\$11,340.30	100%	0	\$0.00	0%
75	762	PREFORMED PATTERNED PVMT MK - MESSAGE (GROOVED)	SF	624	\$28.35	\$17,690.40	624	\$17,690.40	100%	0	\$0.00	0%
76	762	SHORT TERM 4IN BROKEN LINE - PNT TAPE OR RSD MRK	LF	2,180	\$0.21	\$457.80	2,180	\$457.80	100%	0	\$0.00	0%
77	762	SHORT TERM 4IN LINE NPZ - PN TP OR RS MRK	LF	17,698	\$0.21	\$3,716.58	17,698	\$3,716.58	100%	0	\$0.00	0%
78	762	PVMT MK PAINTED 4IN LINE	LF	17,385	\$0.21	\$3,650.85	17,385	\$3,650.85	100%	0	\$0.00	0%
79	762	PVMT MK PAINTED 8IN LINE	LF	12,783	\$0.42	\$5,368.86	12,783	\$5,368.86	100%	0	\$0.00	0%
80	762	PVMT MK PAINTED 24IN LINE	LF	848	\$7.35	\$6,232.80	848	\$6,232.80	100%	0	\$0.00	0%
81	762	PREFORMED PATTERNED PVMT MK 4IN LINE - GROOVED	LF	548	\$6.10	\$3,342.80	548	\$3,342.80	100%	0	\$0.00	0%
82	762	PREFORMED PATTERNED PVMT MK 8IN LINE - GROOVED	LF	1,164	\$12.18	\$14,177.52	1,164	\$14,177.52	100%	0	\$0.00	0%
83	762	PREFORMED PATTERNED PVMT MK 24IN LINE - GROOVED	LF	320	\$47.25	\$15,120.00	320	\$15,120.00	100%	0	\$0.00	0%
84	770	7FT CONCRETE BASE	EA	26	\$685.00	\$17,810.00	11	\$7,535.00	42%	15	\$10,275.00	58%
85	770	2IN INNERDUCT INSTALLED	LF	8,520	\$7.35	\$62,622.00	2,465	\$18,117.75	29%	6,055	\$44,504.25	71%
86	770	IN-GROUND JUNCTION BOX	EA	1	\$840.00	\$840.00	0	\$0.00	0%	1	\$840.00	100%
87	770	#4 USE CU. CONDUCTOR	LF	34,080	\$2.60	\$88,608.00	9,860	\$25,636.00	29%	24,220	\$62,972.00	71%
88	770	#6 USE CU. CONDUCTOR	LF	8,520	\$2.30	\$19,596.00	2,465	\$5,669.50	29%	6,055	\$13,926.50	71%
89	770	TYPE A POLE & LUMINAIRE - STANDARD FINISH	EA	26	\$5,600.00	\$145,600.00	11	\$61,600.00	42%	15	\$84,000.00	58%
90	990	TEMPORARY ACCESS	L SUM	1	\$35,250.00	\$35,250.00	1	\$35,250.00	100%	0	\$0.00	0%
91	-	ROUNDAABOUT LANDSCAPING	L SUM	1	\$35,000.00	\$35,000.00	1	\$35,000.00	100%	0	\$0.00	0%
TOTAL =					\$5,626,333.59		TOTAL =	\$5,304,313.84		TOTAL =	\$322,019.75	

COST SHARE AGREEMENT

BY AND BETWEEN

CITY OF HORACE, NORTH DAKOTA

AND

CASS COUNTY, NORTH DAKOTA

Dated as of _____, 2023

Relating to:

64th Avenue South and Cass County Highway 17 Improvements

This instrument was drafted by:
Ohnstad Twichell, P.C.
Lukas W. Croaker
P.O. Box 458
West Fargo, North Dakota 58078

COST SHARE AGREEMENT

THIS COST SHARE AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2023, (the “Effective Date”), by and between the City of Horace, a North Dakota political subdivision (the “City”); and Cass County, a North Dakota political subdivision and Home Rule County of North Dakota (the “County”) (collectively, the “parties”).

WHEREAS, the County owns, operates, maintains, improves, and has the authority to reconstruct County 17 and its intersection with 64th Avenue; and

WHEREAS, the County, in an effort to promote safe and efficient travel, desires to construct improvements, including a roundabout and bridge structure replacement, to Cass County Highway 17 (“County 17”) approximately 1,576 feet south of its intersection with 64th Avenue South (“64th Avenue”) to approximately 4,856 feet north of its intersection with 64th Avenue and-383 feet west of its intersection with 64th Avenue to approximately 610 feet east of its intersection with 64th Avenue (the “Project”); and

WHEREAS, the City owns, operates, maintains, improves, and has authority over 64th Avenue within its corporate limits; and

WHEREAS, the City desires to install streetlights along County 17 and place gravel on-64th Avenue to 57th Street and 57th Street from 64th Avenue to 76th Avenue as part of the Project; and

WHEREAS, the parties agree that it is in the best interest of both parties to cooperate together to reconstruct and improve portions of County 17 and 64th Avenue to promote safe and efficient travel for the residents of the City of Horace and those traveling on the respective road systems; and

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

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

1. **Purpose.** The purpose of the Project is to promote the safe and efficient travel of residents in the City of Horace; increase efficiencies with respect to bidding, contracting, and construction oversight related to the Project; and to prevent delays with respect to the scheduling of work for the Project.
2. **Project.** The parties desire to cooperate in the development, design, and funding of a roundabout located at the intersection of County 17 and 64th Avenue and to reconstruct and improve portions of 64th Avenue by paving the street and adding additional lanes to increase traffic flow; replacing a Sheyenne River bridge structure with a box culvert;

placing gravel on portions of 64th Avenue; and installing drainage improvements, a sidewalk, and street lighting. The parties agree the Project is necessary to ensure the efficient control of traffic along County 17 and 64th Avenue.

3. **County's Obligations.** The County will perform the following regarding the Project:

- a) Develop and design the plans and specifications for the Project, with assistance from the City and its engineer.
- b) Prepare and draft the request for bids as provided under North Dakota law, after the City has reviewed the plans and specifications for the Project. City representatives will be invited to attend the bid opening; however, the County has the authority to accept the lowest, responsible bidder.
- c) Prepare the construction contract for the Project and be identified as the owner therein and in the required bid bond, performance bond, and payment bond.
- d) Obtain all necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities regarding the Project.
- e) Acquire any additional right of way along 64th Avenue necessary for the Project, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property, as necessary for the Project.
- f) Provide construction surveying throughout the Project.
- g) Inspect, review, observe the work performed under the construction contract, and administer and oversee the construction contract.
- h) Contribute cost share as identified in the cost share provision below.
- i) Pay electricity and maintenance costs associated with street lighting within the roundabout area at the intersection of 64th Avenue.
- j) Own, operate, maintain, and improve County 17 and the newly constructed roundabout until such time as the City reaches a population of 5,000.
- k) Comply with all applicable laws regarding the County's obligations under this Agreement.

4. **City's Obligations.** The City will perform the following regarding the Project:

- a) Assist the County with development and design of the Project, subject to approval by the County.

- b) Contribute cost share as identified in the cost share provision below.
- c) Own, operate, maintain, and improve 64th Avenue within its corporate limits not under jurisdiction of the County.
- d) Pay electricity and maintenance costs associated with street lighting on 64th Avenue, outside of the roundabout area, within the City's corporate limits.
- e) Comply with all applicable laws regarding the City's obligations under this Agreement.

5. **Joint Obligations.** The parties will share responsibility regarding the following obligations for the Project:

- a) Cooperate regarding the design of the Project.
- b) Cooperate regarding the County's obligation to obtain all necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities regarding the Project.
- c) Obtain all necessary funding for each parties' respective share of the Project cost.
- d) The costs associated with the roundabout, bridge structure replacement with a box culvert, asphalt overlay, sidewalk, drainage improvements, street reconstruction, and all appurtenances shall be paid entirely by the County. The costs associated with *City street lights and gravel* will be apportioned with the County responsible for a fifteen percent (15%) share and the City responsible for the remaining eighty-five (85%) share. All other costs associated with the Project and incidentals will be paid entirely by the County. The County's engineer is responsible for preparing and forwarding invoices to the appropriate entities. See **Exhibit 1** for the bid item quantity splits.
- e) Develop a final punch list for the Project.
- f) Execute other reasonable documents and agreements as necessary to accomplish the objectives of this Agreement and the Project.
- g) Provide each other with reasonable assistance as necessary or as requested in the performance of the parties' obligations under this Agreement.
- h) Mutually agree which party will be responsible for any other obligations regarding the Project not identified in this Agreement.

6. **Pay Requests & Change Orders.** The County's engineer shall coordinate in the processing of pay requests. Pay requests shall first be provided to the City for review and then submitted to the County for approval. The City shall pay all pay requests

Commented [LWC1]: Please let me know which improvements this cost share applies to.

Commented [JD2R1]: The County will pay for the street lights for the roundabout. The City will be responsible for the remainder of the streetlights. The gravel will be used to gravel 57th/Veterans Boulevard in order to maintain access to the 64th Avenue and Visto Street during the construction of the CR17 roundabout. The gravel will be installed between 64th Avenue and 76th Avenue.

recommended by the County engineer and approved by the County in accordance with the agreed cost share as set forth above. If there is a dispute as to any portion of a pay request, the engineers for the City and County shall meet to resolve any discrepancies. Invoices will be submitted to the City when the Project is substantially complete and when the final is submitted. The parties shall coordinate in the review and approval of change orders, as needed.

7. **Project Access Rights.** Portions of the Project are located on property owned by the City and the County. Under this Agreement, the City grants and conveys to the County a non-exclusive license over the City's right of way for purposes of constructing the roundabout and related improvements at the intersection of County 17 and 64th Avenue on property identified in **Exhibit 2** (the "License Property"). The City will continue to own the License Property; the access rights granted to the County by the City for purposes of the Project under this Agreement constitute a license, revocable by the City for cause and the license does not create for or on behalf of the County any interest or estate of any kind in the License Property, either by virtue of this Agreement or by the County's entry upon or use of the License Property. The County's access rights are limited to access, ingress and egress rights upon, over, and across the License Property, including the right to construct the Project.
8. **Ownership.** The County will continue to own, operate, maintain, and have the authority to reconstruct and improve County 17 until such time as the City reaches a population of five thousand (5,000) residents and the parties reach a written agreement evidencing a transfer in ownership. Upon completion of construction, the County will assume ownership, operation, maintenance, and have the authority to reconstruct and improve the roundabout constructed at the intersection of County 17 and 64th Avenue. The City will continue to own, operate, maintain, and have the authority to reconstruct and improve 64th-Avenue within its corporate limits, outside of the roundabout area.
9. **Consultant Costs.** Each party will be responsible for paying its own consultants regarding its various obligations under this Agreement.
10. **Workers' Compensation.** Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue the other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
11. **Contractor Disputes.** The parties shall coordinate with respect to any disputes regarding the selected contractor. Such coordination shall include any potential litigation with the contractor. However, each party shall be responsible for their own attorney's fees should a dispute occur with the contractor.

Commented [LWC3]: Jim, can someone from your office prepare this document?

Commented [JD4R3]: We can, I will need specifics of where this is. I will have to check with the County.

12. **Indemnification.** The parties will release, defend, indemnify, protect, and hold harmless the other party and its officers, agents, representatives, employees, consultants, and contractors from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the use, operation, construction, reconstruction, repair, maintenance, modification, replacement, and improvement of the Project by the parties or their officers, agents, representatives, employees, consultants, or contractors, or any of their other invitees; or any act, error, or omission of the parties or their officers, agents, representatives, employees, consultants, contractors, or any of their other invitees, including any failure to perform under this Agreement.
13. **Liability.** For the purposes of Municipal Tort Liability, the employees and officers of a party are deemed to be employees of that party. Under no circumstances shall a party, irrespective of whether it may have waived the limit on liability set forth in the North Dakota Century Code, be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in the North Dakota Century Code applicable to any one party. The limits of liability for some or both parties may not be added together to determine the maximum amount of liability for each party.
14. **Contractor Indemnity.** Any contracts with any contractors performing any design, construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project will require the contractor to release, defend, indemnify, and hold harmless the City, the County, and those parties' respective officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to any act or omission of any contractor regarding any design, construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, including all costs, expenses, and fees incurred by the City, and the County in establishing and litigating the existence, scope, or any other matters relating to each contractor's obligations to release, defend, indemnify, and hold harmless. Those contractors' obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary.
15. **Damage to Equipment.** Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.
16. **Insurance.** Before permitting any contractor to commence construction of the Project, the County will require each contractor to deliver to the County copies of the insurance policies and endorsements naming the City and the County as additional insureds and will otherwise ensure all requisite evidence that the insurance is in full force and effect. All contracts with any contractors will require each contractor to provide insurance policies and endorsements in accordance with NDDOT requirements.

17. **Term.** The parties' respective rights and obligations under this Agreement will commence upon execution of this Agreement and terminate sixty (60) days after final payment is issued to the selected contractor; or if necessary to comply with any laws, rules, regulations, requirements, or directives of the State of North Dakota, or any other federal or state agency with regulatory jurisdiction; or in the event of an uncured default by the City or the County; or if terminated sooner by either party. A correction period of one (1) year will be observed after the Project is deemed finally complete to enforce any portion of the scope of work that is deemed deficient, at the general contractor's expense.
18. **Termination.** Either party may terminate this Agreement upon three (3) months' written notice to the other party.
19. **Forbearance.** The failure or delay of either 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.
20. **Severability.** If any court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining provisions and parts 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 part of this Agreement with an alternative provision or part that is enforceable and bears as close resemblance as possible to any provision or part determined invalid, illegal, or unenforceable.
21. **Successors.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.
22. **Applicable Law.** This Agreement will be construed in accordance with and governed by North Dakota law.
23. **Assignment.** Neither party may transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other party.
24. **Amendments.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
25. **Interpretation.** This Agreement will be construed as if prepared by both parties.
26. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
27. **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.

28. **Counterparts.** This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document.
29. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

IN WITNESS WHEREOF, the parties executed this Agreement on the dates written below.

[Signatures appear on the following pages.]

**CITY:
CITY OF HORACE**

Date: _____, 2023

Kory Peterson, Mayor

ATTEST:

Date: _____, 2023

Brenton Holper, City Auditor

[Signatures continue on the following page.]

COUNTY:
CASS COUNTY COMMISSION

Date: _____, 2023

Chad M. Peterson, Chairman

ATTEST:

Date: _____, 2023

Robert Wilson, County Administrator

DRAFT

EXHIBIT 1
BID ITEM QUANTITY SPLITS

DRAFT

EXHIBIT 2

MAP OF THE LICENSE PROPERTY

DRAFT

ORDINANCE NO. 2022-17

AN ORDINANCE TO AMEND AND REENACT CHAPTER 9-01 OF TITLE IX OF THE REVISED ORDINANCES OF 2003 OF THE CITY OF HORACE, NORTH DAKOTA, RELATING TO SEWER AND GARBAGE SERVICE AND TO CREATE AND ENACT SECTION 9-0229 OF TITLE IX OF THE REVISED ORDINANCES OF 2003 OF THE CITY OF HORACE, NORTH DAKOTA, RELATING TO WATER SERVICE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HORACE, NORTH DAKOTA:

SECTION 1. Chapter 9-01 of Title IX of the Revised Ordinances of 2003 of the City of Horace, North Dakota, is hereby amended and reenacted to read as follows:

CHAPTER 9-01

SEWER SERVICE

SECTIONS:

- 9-0101. Sewer Service Connection, Repairs, and Rates.
- 9-0102. Definitions.
- 9-0103. Connection to Public Sewers Required.
- 9-0104. Private Wastewater Disposal.
- 9-0105. Procedure and Cost for Connection to Sewer Lines.
- 9-0106. Use of Public Sewers.
- 9-0107. Waste Prohibited from Being Discharged to the Wastewater Treatment System.
- 9-0108. Certain Discharges of Storm Sewer Water Deemed Nuisance.
- 9-0109. Power and Authority of Inspectors.
- 9-0110. Monthly Charges for Sewer Service.
- 9-0111. Sewer Rates and Charges – Billing.
- 9-0112. When Bill Due: Failure to Pay.
- 9-0113. Liability of Owners and Occupants for Services.
- 9-0114. City's and Customer's Responsibilities for Repairs to Sewer Lines.
- 9-0115. Penalty.

9-0101. **SEWER SERVICE CONNECTION, REPAIRS, AND RATES.** The City Council of the City of Horace hereby establishes the procedure and cost for connection to sewer lines in the City of Horace, sets the monthly charges for sewer service, and sets out the City's and customer's responsibilities for repairs to sewer lines.

9-0102. **DEFINITIONS.** The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. **“Building drain”** means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning ten feet (10’) outside the inner face of the building wall.
2. **“Building sewer”** means the extension from the building drain to the public sewer or other place of disposal, also called house connection.
3. **“Clearwater”** means the discharge from a sump pump.
4. **“Combined sewer”** means a sewer intended to receive both wastewater and stormwater or ground water. This type of sewer will not be permitted in the future.
5. **“Cooling water”** means the water discharged from any use such as air conditioning, cooling or refrigeration, during which the only pollutant added to the water is heat.
6. **“Floatable oil”** means oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.
7. **“Garbage”** means the animal and vegetable waste resulting from handling, preparation, cooking, and serving of foods.
8. **“Industrial wastes”** mean the wastewater from industrial processes, trade, or business as distinct from domestic or sanitary wastes.
9. **“National pollutant discharge elimination system (NPDES)”** means the program for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into the navigable waters, the contiguous zone, and the oceans pursuant to section 402 of the Clean Water Act.
10. **“Natural outlet”** means any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface or groundwater.
11. **“Pretreatment”** means application of physical, chemical, and biological processes to reduce the amount of pollutants in or alter the nature of the pollutant properties in wastewater prior to discharging such wastewater into the publicly owned wastewater treatment system.
12. **“Pretreatment standards”** means all applicable federal rules and regulations implementing section 307 of the Clean Water Act, as well as any nonconflicting state or local standards. In cases of conflicting standards of regulations, the more stringent thereof shall be applied.

13. **“Properly shredded garbage”** means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1/2”) in any dimension.
14. **“Public sewer”** means a common sewer controlled by a governmental agency or public utility.
15. **“Public Works Supervisor”** means the supervisor of City public infrastructure including but not limited to water, sewers, and streets. The public works supervisor oversees employees in this department and reports to the City Administrator and/or City Council.
16. **“Radioactive wastes”** means radioactive wastes or isotopes of such half-life or concentration that they do not comply with regulations or orders issued by the appropriated authority having control over their use and which will or may cause damage or hazards to the sewerage facilities or personnel operating the system.
17. **“Sanitary sewer”** means a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of groundwater, stormwater, and surface water that are not admitted intentionally.
18. **“Sewage”** means the spent water of a community. The preferred term is “wastewater.”
19. **“Sewer”** means a pipe or conduit that carries wastewater or drainage water.
20. **“Significant industrial user”** means any industrial user of the City’s wastewater treatment system whose flow exceeds:
 - a. Fifty thousand (50,000) gallons per day; or
 - b. Five percent (5%) of the daily capacity of the treatment system.
21. **“Slug discharge”** means any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty four (24) hour concentration of flows during normal operation and shall adversely affect the collection system and/or performance of the waste water treatment works.
22. **“Storm drain”** (sometimes termed “storm sewer”) means a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.
23. **“Suspended solids”** means total suspended matter that either floats on the surface of, or is in suspension in water, wastewater, or other liquids, and that is removable by laboratory filtering.

24. **“Unpolluted water”** means water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.
25. **“User”** means any person who discharges, causes, or permits the discharge of wastewater into the City’s waste water treatment system.
26. **“Wastewater”** means the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.
27. **“Wastewater facilities”** means the structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.
28. **“Wastewater treatment works”** means an arrangement of devices and structures for treating wastewater, industrial wastes, and slug. The term “wastewater treatment works” sometimes used as synonymous with “waste treatment plant” or “wastewater treatment plant” or “water pollution control plant.”
29. **“Watercourse”** means a natural or artificial channel for the passage of water either continuously or intermittently.

Terms not otherwise defined herein shall be as adopted in the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

9-0103. **CONNECTION TO PUBLIC SEWERS REQUIRED.**

1. It is unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City of Horace, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or other objectionable waste.
2. It is unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of the City, any sewage or other polluted waters except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance.
3. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.
4. The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, in the City and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located

a public sanitary or combined sewer of the City, is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with ~~the provisions of this ordinance, within two (2) years after the date of official notice to do so or until tank failure, whichever occurs later~~ Fargo Cass Public Health regulations, as amended, provided that said public sewer is within two hundred (200) feet of the property line.

4.5. Fargo Cass Public Health may grant a variance from the requirements of this Section when, in its opinion, undue hardship may result from strict compliance and that strict application would be unreasonable, impractical, or not feasible.

9-0104. **PRIVATE WASTEWATER DISPOSAL.**

1. Where a public sanitary or combined sewer is not readily available, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this section.
2. Before commencement of construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by Fargo Cass Public Health. The application for such permit shall be made on a form furnished by Fargo Cass Public Health, which the applicant shall supplement with any plans, specifications, and other information as are deemed necessary by Fargo Cass Public Health and the City.
3. A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of Fargo Cass Public Health. Fargo Cass Public Health shall be allowed to inspect the work at any stage of construction, and in any event, the applicant for the permit shall notify Fargo Cass Public Health when the work is ready for final inspection, and before any underground portions are covered.
4. The type, capacities, location, and layout of a private wastewater disposal system shall comply with all recommendations and/or regulations of Fargo Cass Public Health. A permit shall not be issued for any private wastewater disposal system not meeting these conditions. A septic tank or cesspool shall not be permitted to discharge to any natural outlet or to the ground surface.
5. At such time as a public sewer becomes available to a property served by a private wastewater disposal system, as provided in this Section, a direct connection shall be made to the public sewer ~~within two (2) years after the date of official notice to do so or until tank failure, whichever occurs later~~, in compliance with this ordinance and Fargo Cass Public Health regulations, and any septic tanks, cesspools, and similar private wastewater disposal facilities shall be cleaned of slug and filled with suitable material.
6. The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the City. All slug or solids, to be

disposed of from a septic tank, cesspool, or other individual method of disposal shall be disposed of by a licensed septic tank pumper.

7. Statements contained in this section shall not be construed to interfere with any additional requirements that may be imposed by the local health officer, Fargo Cass Public Health.

9-0105. **PROCEDURE AND COST FOR CONNECTION TO SEWER LINES.**

1. Unauthorized persons shall not uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.
2. Sewer service connection permits shall not be issued by the City until a fee for each connection shall have been paid for such permit. Fees shall be set by resolution of the City Council.
3. Costs and expenses incidental to the installation and connection of the building sewer shall be the sole responsibility of the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
4. A separate and independent building sewer shall be provided for every building; except where one (1) building stands at the rear of another on an interior lot and private sewer is not available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.
5. Old building sewers may be used in connection with new buildings only when they are found, on examination and test, to meet all requirements of this ordinance.
6. The size, slope, alignment, materials of construction of all sanitary sewers including building sewers, and the methods to be used in excavating, placing of the pipe, joints, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City. Pipe used in the construction or reconstruction of structures shall be Schedule 40. In the absence of suitable code provisions set forth in appropriate specifications of the American Society for Testing and Materials and Water Pollution Control Federation Manual Practice No. 9 shall apply.
7. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

8. Persons shall not make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer, or building drain which in turn is connected directly or indirectly to a public sanitary or clearwater sewer unless such connection is approved by the City and the North Dakota State Department of Health, except as provided hereafter:
- a. The public works supervisor is authorized to issue a permit to allow a property owner to discharge water into the sanitary water system. Prior to the issuance of the permit, the public works supervisor, or designee, shall verify that the criteria set forth in subsection (c) of this section has been satisfied. The permit shall authorize such discharge only from November 15 through March 15 of each year and the owner and property shall be subject to such monthly winter discharge fee as established by resolution of the City Council.
 - b. The winter discharge permit shall further require the owner to permit an inspection of the property on March 16 or as soon thereafter as possible by the public works supervisor, or designee, to determine that the discharge into the sanitary sewer has been discontinued. In lieu of having the City inspect the property, a person may furnish a certificate from a licensed plumber certifying that their property is in compliance with this section. In the event the owner refuses that inspection (or fails to furnish a plumber's certificate and photograph of the discharge in lieu thereof) or fails to discontinue the discharge into the sanitary sewer, the owner and property shall be subject to such increase in fee as established by resolution. A nonrefundable increased fee as established by resolution of the City Council will commence with the April water and sewer billing and continue until the property owner establishes compliance with this section.
 - c. For a property owner to be eligible for a winter discharge permit, the water being discharged from the sump pump or footing drain cannot be readily discharged into a storm drain or other acceptable drainage system and at least one (1) of the following criteria must be met:
 - (1) The freezing of the surface water discharge from the sump pump or footing drain is causing a dangerous condition, such as ice buildup or flooding, on either public or private property;
 - (2) The property owner has demonstrated that there is danger that the sump pump or footing drain pipes will freeze up and result in either failure or damage to the sump pump unit or the footing drain and cause basement flooding.
 - d. If the public works supervisor, or designee, determines that a sump pump or footing drain is causing an icy condition on streets or sidewalks between November 15 to March 15, the public works supervisor may require the property owner to obtain a discharge permit and discharge the owner's sump

pump into the sanitary sewer system following ten (10) days' written notice and an opportunity for the property owner to be heard.

- e. Any property with a sump pump found not in compliance with this section, but subsequently verified as compliant shall be subject to an annual inspection to confirm continued compliance. Any property found not to be in compliance upon reinspection, or a person refusing to allow their property to be reinspected within thirty (30) days after receipt of mailed written notice from the City of the reinspection, shall be subject to the nonrefundable fee set forth in subsection (b) of this section.
 - f. The public works supervisor, or designee, showing proper credentials and identification, shall be permitted to enter all properties for the purpose of inspection and observation to identify prohibited discharges into the sanitary sewer system. Any person may furnish a certificate from a licensed plumber certifying their property is in compliance with this section, in lieu of having the City inspect their property. Any person refusing to allow their property to be inspected [or failing to furnish a plumber's certificate thereof within fourteen (14) days from the date the public works supervisor, or designee, is denied admittance to the property] shall immediately become subject to the increased penalty provided for in subsection (b) of this section, which shall continue until proof of compliance with this section has been provided to the City.
- 9. The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the A.S.T.M. and the W.P.C.F. Manual of Practice No. 9. All such connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the City before installation.
 - 10. The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the City.
 - 11. Excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

9-0106. USE OF PUBLIC SEWERS.

- 1. No person shall discharge or cause to be discharged any unpolluted waters such as stormwater, surface water, groundwater, roof runoff, subsurface drainage, or cooling water to any building drain or sewer which in turn is connected directly or indirectly to the sanitary sewer unless such connection is approved by the City.

2. Stormwater, other than that exempted, and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the public works supervisor or designee.
3. No person shall discharge or cause to be discharged any of the following described water or wastes to any public sewers:
 - a. Solid or viscous wastes. Solid or viscous wastes which will or may cause obstruction to the flow in a sewer, or otherwise interfere with the proper operation of the wastewater treatment system. Prohibited materials include, but are not limited to, grease, uncomminuted garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, and similar substances.
 - b. Improperly shredded garbage. Garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the public sewers, with no particle greater than one-half inch (1/2") in any dimension.
 - c. Corrosive wastes. Any waste which will cause corrosion or deterioration of the treatment system.
 - (1) All wastes discharged to the public sewer system must have a pH value in the range of six (6) to nine (9) standard units, except as otherwise provided herein. Prohibited materials, include, but are not limited to, acids, sulfides, concentrated chloride and fluoride compounds, metallic plating, and substances which will react with water to form acidic products.
 - (2) When authorized by special permit issued by the public works supervisor, wastes discharged to the publicly owned treatment works may exceed a pH value up to (10.5), provided that pH value testing of the City sewer shall be done at least four (4) times per year by the industry receiving the special permit. The test shall be taken at the nearest access hole on the downstream side of the sewer service for the particular building or site for which the special permit was issued.
 - d. Toxic substances. Any water containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant.

- e. Explosive mixtures. Liquids, solids, or gases which by reason of their nature or quantity are, or may be sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the sewerage facilities or to the operation of the system. At no time shall two (2) successive readings on an explosion hazard meter, at the point of discharge into the sewer system, be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (L.E.L.) of the meter. Prohibited materials include, but are not limited to gasoline, kerosene, naphtha, benzene, toluene, zylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.
 - f. Slug discharge. Wastewaters at a flow rate or containing such concentrations or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation and that would cause a treatment process upset and subsequent loss of treatment efficiency.
 - g. Radioactive wastes. Radioactive wastes or isotopes of such half-life or concentration that they do not comply with regulations or orders issued by the appropriate authority having control over their use and which will or may cause damage or hazards to the sewerage facilities or personnel operating the system.
4. The following described substances, materials, waters, or waste shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, waste water treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The public works supervisor may set limitations lower than the limitations established in the regulations below if in the public works supervisor's opinion such more severe limitations are necessary to meet the above objectives. In forming the public works supervisor's opinion as to the acceptability, the public works supervisor will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewer which shall not be violated without approval of the public works supervisor are as follows:
- a. Wastewater having a temperature higher than one hundred fifty (150) degrees Fahrenheit [sixty-five (65) degrees Celsius].
 - b. Wastewater containing more than twenty-five (25) milligrams per liter of petroleum oil, nonbiodegradable cutting oils, or product of mineral oil origin.

- c. Wastewater from industrial plants containing floatable oils, fat, or grease.
 - d. Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
 - e. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the public works supervisor for such materials.
 - f. Any waters or wastes containing odor-producing substances such as phenols exceeding limits which may be established by the public works supervisor.
 - g. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the public works supervisor in compliance with applicable state or federal regulations.
 - h. Quantities of flow, concentrations, or both which constitute a “slug” as defined herein.
 - i. Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such a degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
 - j. Any water or wastes which, by interaction with other water or wastes in the public sewer system, release poisonous or obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
 - k. Any wastes which are not susceptible to treatment or which interfere with the biological processes or efficiency of the treatment system or will pass through the system causing a violation of the City’s NPDES permit.
5. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in subsection (4) of this section, and which in the judgment of the public works supervisor, may have a deleterious effect upon the wastewater facilities, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the public works supervisor may:
- a. Reject the wastes;

- b. Require pretreatment to an acceptable condition for discharge to the public sewers;
- c. Require control over the quantities and rates of discharge; and/or
- d. Require payment to cover the added costs of handling and treating the wastes not covered by sewer charges.

If the public works supervisor permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the public works supervisor and the State Department of Health.

- 6. Grease, oil, and sand interceptors shall be provided when, in the opinion of the public works supervisor, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts as specified herein, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters of dwelling units. All interceptors shall be of a type and capacity approved by the state plumbing code and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the collected material and shall maintain records of the dates and means of disposal which are subject to review by the public works supervisor. Any removal of the collected materials not performed by owner's personnel must be performed by a licensed waste disposal firms.
- 7. Where pretreatment or flow-equalizing facilities are provided or required by any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense.
- 8. When required by the public works supervisor, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such structures, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the public works supervisor. The structure shall be installed by the owner at the owner's expense, and shall be maintained by the owner so as to be safe and accessible at all times.
- 9. The public works supervisor may require a user of sewer services to provide information needed to determine compliance with this section. These requirements may include:
 - a. Wastewaters discharge peak rate and volume over a specified time period.
 - b. Chemical analyses of wastewaters.
 - c. Information on raw materials, processes, and products affecting wastewater volume and quality.

- d. Quantity and disposition of specific liquid, slug, oil, solvent, or other materials important to sewer use control.
 - e. A plot plan of sewers of the user's property showing sewer and pretreatment facility location.
 - f. Details of wastewater pretreatment facilities.
 - g. Details of systems to prevent and control the losses of materials through spills to the municipal sewer.
10. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this section shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Waste Water" published by the American Public Health Association. Sampling methods, location, times, durations, and frequencies are to be determined on an individual basis by the public works supervisor.
 11. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment.

9-0107. WASTE PROHIBITED FROM BEING DISCHARGED TO THE WASTEWATER TREATMENT SYSTEM. The discharge of wastes containing materials in such quantities to be detrimental to the bacterial activity required for wastewater treatment is hereby prohibited. The discharge of wastes which cause or are likely to cause maintenance problems, such as hindering flow, blocking pipes, and/or clogging pumps, is hereby prohibited. The discharge of liquid or vapor, having a temperature higher than one hundred fifty (150) degrees Fahrenheit or which liquid or vapor could interfere with the operation of the controls for either a pumping station or the treatment facilities, shall be prohibited.

9-0108. CERTAIN DISCHARGES OF STORM SEWER WATER DEEMED NUISANCE.

1. Discharges of storm water, groundwater, roof runoff, yard drainage, yard fountain or pond overflow, or other surface runoff waters into areas with inadequate drainage tend to create a harborage for insect and vermin infestations and are hereby deemed a nuisance. No owner, occupant, or user of property therefore may discharge any storm water, groundwater, roof runoff, yard drainage, yard fountain or pond overflow, or other surface runoff waters in such a manner so as to allow the collection of the same on their property or other properties without proper drainage. Discharges of storm water, groundwater, roof runoff, yard drainage, yard fountain or pond overflow, or other surface runoff waters by the use of such devices as sump pumps must be made directly into the storm sewer system of the City of Horace or drainage ditches which run thereto.
2. No owner, occupant, or user of property abutting Park District property of the City of Horace shall cause or allow water from any spout, sump pump, or similar device

to be directly or indirectly deposited on the Park District property. Similarly, no person shall deposit snow, earth, construction material, or other substance on Park District property of the City of Horace without written permission from the City Auditor. Notwithstanding such written permission issued, no person shall deposit any material containing salt, sand, or other substance which may be harmful to vegetation or other Park District property.

3. The City Auditor shall have the authority to issue letters to violators of this section. If the violation is not abated within the time set forth in the notice of violation, the City Attorney is authorized to prosecute such offenses in the Horace Municipal Court or to seek abatement in the District Court.

9-0109. POWER AND AUTHORITY OF INSPECTORS.

1. The public works supervisor, or designee, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing pertinent to discharge to the community system in accordance with the provisions of this section.
2. The public works supervisor, or designee, is authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the wastewater collection system. The industry may withhold information considered confidential. The industry must establish that the revelation to the public of the information in question might result in a fiscal advantage to competitors.
3. While performing the necessary work on private properties referred to in subsection (1) of this section, the public works supervisor, or designee, shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the City employees, and the City shall indemnify the company against loss or damage to its property by City employees and against liability claims and demands for personal injury or property damage asserted against the company growing out of the gauging and sampling operation, except as may be caused by negligence or failure of the company to maintain safe conditions.
4. The public works supervisor, or designee, shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

9-0110. MONTHLY CHARGES FOR SEWER SERVICE.

1. Sewer charges shall be on a monthly basis covering the respective monthly periods each year. The term “residential” as used herein shall include all premises occupied and used exclusively as a home by not more than two (2) families. The term “non-

residential” shall include all other premises. When a charge is determined by metered water consumption, the amount of water on which the charge is based shall be that multiple of one thousand (1,000) gallons closest to the actual meter reading.

2. The owner or occupant of each residential or non-residential premises connected with the sewer system of the City shall pay a minimum service charge per month as set by resolution of the City Council.
3. In addition to the minimum service charge, all residential premises shall pay an additional charge as set by resolution of the City Council per one thousand (1,000) gallons for flows greater than ten thousand (10,000) gallons of water per month.
4. In addition to the minimum service charge, all non-residential premises shall pay an additional charge as set by resolution of the City Council per one thousand (1,000) gallons for all flows greater than one thousand (1,000) gallons of water per month.

9-0111. **SEWER RATES AND CHARGES – BILLING.** The City Auditor shall render a statement at the end of the first full week of each month setting forth separately the charges for water and for sewage service for the preceding month to each premise connected with the water or sewage system.

9-0112. **WHEN BILL DUE: FAILURE TO PAY.** All bills for water service, sewage service, charges and rentals, and water deliveries and labor and materials furnished each month shall be due and payable on the 25th day of the month at the office of the City Auditor. A monthly late fee, in an amount set by resolution of the City Council, will be assessed for all payments received after the 25th day of the month. If such bills, or any part thereof, are not paid within sixty (60) days of the date of the bill, the City will provide written notice, at least ten (10) days prior thereto, of the City’s intent to shut off the supply of water to the premises for which the bill is rendered and shall not be turned on again until the entire balance has been paid, together with an amount as set by resolution of the City Council for recontinuing the service. A fee will also be charged for all returned checks and returned ACH payments, as set by resolution of the City Council.

9-0113. **LIABILITY OF OWNERS AND OCCUPANTS FOR SERVICES.** The owner and occupant of each premises shall be jointly and severally liable for all charges for water and sewage service and garbage during the period of their respective ownership or occupancy. Water will not be furnished to any property which is indebted to the City.

9-0114. **CITY’S AND CUSTOMER’S RESPONSIBILITIES FOR REPAIRS TO SEWER LINES.** The City shall be responsible for maintenance and repair of leaks or other defects in the sewer main. The property owner shall be responsible for maintenance and repairs of leaks or other defects from the end of the wye on the sewer main to the premises. Property owners are responsible for the service line from the main including the hole in the main and the wye. If there is a leak and it cannot be determined as to whether the leak is in that part of the line for which the City or the owner has responsibility for repair and maintenance, the City may make the necessary excavation, and if such leak is found to be in the service line on the owner’s property, the owner shall immediately repair such leak, backfill such excavation, and pay the City for the cost of

making the excavation. The City may shut off the water service on any owner who fails or neglects to repair a leak for which they are responsible for maintenance or who fails to pay the cost of the City in making the excavation to determine the location of the leak if the leak is on the property of the owner.

9-0115. **PENALTY.**

1. Any person found to be violating any provision of this section shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit not to exceed thirty (30) days for the satisfactory correction thereof. The offender shall, within the period of time states in such notice, permanently cease all violations.
2. During the 30-day period, if the cited user is in disagreement with the public works supervisor's findings, the user may appeal to the City Council. The City Council shall upon receipt of an appeal, convene a meeting for the purpose of resolving the dispute within fifteen (15) days after receipt of the appeal. The City Council shall:
 - a. Issue notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in any hearing.
 - b. Take evidence.
 - c. Take a transcript of the proceedings for the public record.
 - d. Based on all evidence and testimony received, the City Council shall make a decision and notify both parties of such a decision.
3. Any person who shall continue any violation beyond the time limit in subsection 9-0115(2) (30 days) shall be guilty of a misdemeanor.
4. Any person who has appealed to the City Council and lost the appeal shall have fifteen (15) days in which to take action to correct the person's violation. At the end of fifteen (15) days if no action is taken the violator shall be guilty of a misdemeanor.
5. Any person violating any of the provisions of this section shall become liable to the City for any expense, loss, or damage occasioned the City by reason of such violation.

SECTION 2. Section 9-0229 of Title IX of the Revised Ordinances of 2003 of the City of Horace, North Dakota, is hereby created and enacted to read as follows:

9-0229. **GARBAGE SERVICE.** Any person with water service requesting not to have garbage picked up at the water connected address should notify the City Auditor, at which time the City Auditor will notify the waste company hired not to pick up any garbage from the person requesting this said item.

Any person with water service with no garbage pick-up will be responsible for the removal of any garbage without use of the City dumpsters or another resident's curbside pick-up place.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

APPROVED:

Kory Peterson
Mayor of Horace, North Dakota

ATTEST:

Brenton Holper
Horace City Auditor

Date of First Reading: April 3, 2023

Date of Second Reading:

Date of Publication:

ORDINANCE NO. 2022-17

AN ORDINANCE TO AMEND AND REENACT CHAPTER 9-01 OF TITLE IX OF THE REVISED ORDINANCES OF 2003 OF THE CITY OF HORACE, NORTH DAKOTA, RELATING TO SEWER AND GARBAGE SERVICE AND TO CREATE AND ENACT SECTION 9-0229 OF TITLE IX OF THE REVISED ORDINANCES OF 2003 OF THE CITY OF HORACE, NORTH DAKOTA, RELATING TO WATER SERVICE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HORACE, NORTH DAKOTA:

SECTION 1. Chapter 9-01 of Title IX of the Revised Ordinances of 2003 of the City of Horace, North Dakota, is hereby amended and reenacted to read as follows:

CHAPTER 9-01

SEWER SERVICE

SECTIONS:

- 9-0101. Sewer Service Connection, Repairs, and Rates.
- 9-0102. Definitions.
- 9-0103. Connection to Public Sewers Required.
- 9-0104. Private Wastewater Disposal.
- 9-0105. Procedure and Cost for Connection to Sewer Lines.
- 9-0106. Use of Public Sewers.
- 9-0107. Waste Prohibited from Being Discharged to the Wastewater Treatment System.
- 9-0108. Certain Discharges of Storm Sewer Water Deemed Nuisance.
- 9-0109. Power and Authority of Inspectors.
- 9-0110. Monthly Charges for Sewer Service.
- 9-0111. Sewer Rates and Charges – Billing.
- 9-0112. When Bill Due: Failure to Pay.
- 9-0113. Liability of Owners and Occupants for Services.
- 9-0114. City's and Customer's Responsibilities for Repairs to Sewer Lines.
- 9-0115. Penalty.

9-0101. **SEWER SERVICE CONNECTION, REPAIRS, AND RATES.** The City Council of the City of Horace hereby establishes the procedure and cost for connection to sewer lines in the City of Horace, sets the monthly charges for sewer service, and sets out the City's and customer's responsibilities for repairs to sewer lines.

9-0102. **DEFINITIONS.** The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. **“Building drain”** means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning ten feet (10’) outside the inner face of the building wall.
2. **“Building sewer”** means the extension from the building drain to the public sewer or other place of disposal, also called house connection.
3. **“Clearwater”** means the discharge from a sump pump.
4. **“Combined sewer”** means a sewer intended to receive both wastewater and stormwater or ground water. This type of sewer will not be permitted in the future.
5. **“Cooling water”** means the water discharged from any use such as air conditioning, cooling or refrigeration, during which the only pollutant added to the water is heat.
6. **“Floatable oil”** means oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.
7. **“Garbage”** means the animal and vegetable waste resulting from handling, preparation, cooking, and serving of foods.
8. **“Industrial wastes”** mean the wastewater from industrial processes, trade, or business as distinct from domestic or sanitary wastes.
9. **“National pollutant discharge elimination system (NPDES)”** means the program for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into the navigable waters, the contiguous zone, and the oceans pursuant to section 402 of the Clean Water Act.
10. **“Natural outlet”** means any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface or groundwater.
11. **“Pretreatment”** means application of physical, chemical, and biological processes to reduce the amount of pollutants in or alter the nature of the pollutant properties in wastewater prior to discharging such wastewater into the publicly owned wastewater treatment system.
12. **“Pretreatment standards”** means all applicable federal rules and regulations implementing section 307 of the Clean Water Act, as well as any nonconflicting state or local standards. In cases of conflicting standards of regulations, the more stringent thereof shall be applied.

13. **“Properly shredded garbage”** means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1/2”) in any dimension.
14. **“Public sewer”** means a common sewer controlled by a governmental agency or public utility.
15. **“Public Works Supervisor”** means the supervisor of City public infrastructure including but not limited to water, sewers, and streets. The public works supervisor oversees employees in this department and reports to the City Administrator and/or City Council.
16. **“Radioactive wastes”** means radioactive wastes or isotopes of such half-life or concentration that they do not comply with regulations or orders issued by the appropriated authority having control over their use and which will or may cause damage or hazards to the sewerage facilities or personnel operating the system.
17. **“Sanitary sewer”** means a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of groundwater, stormwater, and surface water that are not admitted intentionally.
18. **“Sewage”** means the spent water of a community. The preferred term is “wastewater.”
19. **“Sewer”** means a pipe or conduit that carries wastewater or drainage water.
20. **“Significant industrial user”** means any industrial user of the City’s wastewater treatment system whose flow exceeds:
 - a. Fifty thousand (50,000) gallons per day; or
 - b. Five percent (5%) of the daily capacity of the treatment system.
21. **“Slug discharge”** means any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty four (24) hour concentration of flows during normal operation and shall adversely affect the collection system and/or performance of the waste water treatment works.
22. **“Storm drain”** (sometimes termed “storm sewer”) means a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.
23. **“Suspended solids”** means total suspended matter that either floats on the surface of, or is in suspension in water, wastewater, or other liquids, and that is removable by laboratory filtering.

24. **“Unpolluted water”** means water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.
25. **“User”** means any person who discharges, causes, or permits the discharge of wastewater into the City’s waste water treatment system.
26. **“Wastewater”** means the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.
27. **“Wastewater facilities”** means the structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.
28. **“Wastewater treatment works”** means an arrangement of devices and structures for treating wastewater, industrial wastes, and slug. The term “wastewater treatment works” sometimes used as synonymous with “waste treatment plant” or “wastewater treatment plant” or “water pollution control plant.”
29. **“Watercourse”** means a natural or artificial channel for the passage of water either continuously or intermittently.

Terms not otherwise defined herein shall be as adopted in the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

9-0103. **CONNECTION TO PUBLIC SEWERS REQUIRED.**

1. It is unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City of Horace, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or other objectionable waste.
2. It is unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of the City, any sewage or other polluted waters except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance.
3. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.
4. The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, in the City and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located

a public sanitary or combined sewer of the City, is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with ~~the provisions of this ordinance, within two (2) years after the date of official notice to do so or until tank failure, whichever occurs later~~ Fargo Cass Public Health regulations, as amended, provided that said public sewer is within two hundred (200) feet of the property line.

4.5. Fargo Cass Public Health may grant a variance from the requirements of this Section when, in its opinion, undue hardship may result from strict compliance and that strict application would be unreasonable, impractical, or not feasible.

9-0104. **PRIVATE WASTEWATER DISPOSAL.**

1. Where a public sanitary or combined sewer is not readily available, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this section.
2. Before commencement of construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by Fargo Cass Public Health. The application for such permit shall be made on a form furnished by Fargo Cass Public Health, which the applicant shall supplement with any plans, specifications, and other information as are deemed necessary by Fargo Cass Public Health and the City.
3. A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of Fargo Cass Public Health. Fargo Cass Public Health shall be allowed to inspect the work at any stage of construction, and in any event, the applicant for the permit shall notify Fargo Cass Public Health when the work is ready for final inspection, and before any underground portions are covered.
4. The type, capacities, location, and layout of a private wastewater disposal system shall comply with all recommendations and/or regulations of Fargo Cass Public Health. A permit shall not be issued for any private wastewater disposal system not meeting these conditions. A septic tank or cesspool shall not be permitted to discharge to any natural outlet or to the ground surface.
5. At such time as a public sewer becomes available to a property served by a private wastewater disposal system, as provided in this Section, a direct connection shall be made to the public sewer ~~within two (2) years after the date of official notice to do so or until tank failure, whichever occurs later~~, in compliance with this ordinance and Fargo Cass Public Health regulations, and any septic tanks, cesspools, and similar private wastewater disposal facilities shall be cleaned of slug and filled with suitable material.
6. The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the City. All slug or solids, to be

disposed of from a septic tank, cesspool, or other individual method of disposal shall be disposed of by a licensed septic tank pumper.

7. Statements contained in this section shall not be construed to interfere with any additional requirements that may be imposed by the local health officer, Fargo Cass Public Health.

9-0105. **PROCEDURE AND COST FOR CONNECTION TO SEWER LINES.**

1. Unauthorized persons shall not uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.
2. Sewer service connection permits shall not be issued by the City until a fee for each connection shall have been paid for such permit. Fees shall be set by resolution of the City Council.
3. Costs and expenses incidental to the installation and connection of the building sewer shall be the sole responsibility of the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
4. A separate and independent building sewer shall be provided for every building; except where one (1) building stands at the rear of another on an interior lot and private sewer is not available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.
5. Old building sewers may be used in connection with new buildings only when they are found, on examination and test, to meet all requirements of this ordinance.
6. The size, slope, alignment, materials of construction of all sanitary sewers including building sewers, and the methods to be used in excavating, placing of the pipe, joints, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City. Pipe used in the construction or reconstruction of structures shall be Schedule 40. In the absence of suitable code provisions set forth in appropriate specifications of the American Society for Testing and Materials and Water Pollution Control Federation Manual Practice No. 9 shall apply.
7. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

8. Persons shall not make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer, or building drain which in turn is connected directly or indirectly to a public sanitary or clearwater sewer unless such connection is approved by the City and the North Dakota State Department of Health, except as provided hereafter:
- a. The public works supervisor is authorized to issue a permit to allow a property owner to discharge water into the sanitary water system. Prior to the issuance of the permit, the public works supervisor, or designee, shall verify that the criteria set forth in subsection (c) of this section has been satisfied. The permit shall authorize such discharge only from November 15 through March 15 of each year and the owner and property shall be subject to such monthly winter discharge fee as established by resolution of the City Council.
 - b. The winter discharge permit shall further require the owner to permit an inspection of the property on March 16 or as soon thereafter as possible by the public works supervisor, or designee, to determine that the discharge into the sanitary sewer has been discontinued. In lieu of having the City inspect the property, a person may furnish a certificate from a licensed plumber certifying that their property is in compliance with this section. In the event the owner refuses that inspection (or fails to furnish a plumber's certificate and photograph of the discharge in lieu thereof) or fails to discontinue the discharge into the sanitary sewer, the owner and property shall be subject to such increase in fee as established by resolution. A nonrefundable increased fee as established by resolution of the City Council will commence with the April water and sewer billing and continue until the property owner establishes compliance with this section.
 - c. For a property owner to be eligible for a winter discharge permit, the water being discharged from the sump pump or footing drain cannot be readily discharged into a storm drain or other acceptable drainage system and at least one (1) of the following criteria must be met:
 - (1) The freezing of the surface water discharge from the sump pump or footing drain is causing a dangerous condition, such as ice buildup or flooding, on either public or private property;
 - (2) The property owner has demonstrated that there is danger that the sump pump or footing drain pipes will freeze up and result in either failure or damage to the sump pump unit or the footing drain and cause basement flooding.
 - d. If the public works supervisor, or designee, determines that a sump pump or footing drain is causing an icy condition on streets or sidewalks between November 15 to March 15, the public works supervisor may require the property owner to obtain a discharge permit and discharge the owner's sump

pump into the sanitary sewer system following ten (10) days' written notice and an opportunity for the property owner to be heard.

- e. Any property with a sump pump found not in compliance with this section, but subsequently verified as compliant shall be subject to an annual inspection to confirm continued compliance. Any property found not to be in compliance upon reinspection, or a person refusing to allow their property to be reinspected within thirty (30) days after receipt of mailed written notice from the City of the reinspection, shall be subject to the nonrefundable fee set forth in subsection (b) of this section.
 - f. The public works supervisor, or designee, showing proper credentials and identification, shall be permitted to enter all properties for the purpose of inspection and observation to identify prohibited discharges into the sanitary sewer system. Any person may furnish a certificate from a licensed plumber certifying their property is in compliance with this section, in lieu of having the City inspect their property. Any person refusing to allow their property to be inspected [or failing to furnish a plumber's certificate thereof within fourteen (14) days from the date the public works supervisor, or designee, is denied admittance to the property] shall immediately become subject to the increased penalty provided for in subsection (b) of this section, which shall continue until proof of compliance with this section has been provided to the City.
- 9. The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the A.S.T.M. and the W.P.C.F. Manual of Practice No. 9. All such connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the City before installation.
 - 10. The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the City.
 - 11. Excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

9-0106. USE OF PUBLIC SEWERS.

- 1. No person shall discharge or cause to be discharged any unpolluted waters such as stormwater, surface water, groundwater, roof runoff, subsurface drainage, or cooling water to any building drain or sewer which in turn is connected directly or indirectly to the sanitary sewer unless such connection is approved by the City.

2. Stormwater, other than that exempted, and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the public works supervisor or designee.
3. No person shall discharge or cause to be discharged any of the following described water or wastes to any public sewers:
 - a. Solid or viscous wastes. Solid or viscous wastes which will or may cause obstruction to the flow in a sewer, or otherwise interfere with the proper operation of the wastewater treatment system. Prohibited materials include, but are not limited to, grease, uncomminuted garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, and similar substances.
 - b. Improperly shredded garbage. Garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the public sewers, with no particle greater than one-half inch (1/2") in any dimension.
 - c. Corrosive wastes. Any waste which will cause corrosion or deterioration of the treatment system.
 - (1) All wastes discharged to the public sewer system must have a pH value in the range of six (6) to nine (9) standard units, except as otherwise provided herein. Prohibited materials, include, but are not limited to, acids, sulfides, concentrated chloride and fluoride compounds, metallic plating, and substances which will react with water to form acidic products.
 - (2) When authorized by special permit issued by the public works supervisor, wastes discharged to the publicly owned treatment works may exceed a pH value up to (10.5), provided that pH value testing of the City sewer shall be done at least four (4) times per year by the industry receiving the special permit. The test shall be taken at the nearest access hole on the downstream side of the sewer service for the particular building or site for which the special permit was issued.
 - d. Toxic substances. Any water containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant.

- e. Explosive mixtures. Liquids, solids, or gases which by reason of their nature or quantity are, or may be sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the sewerage facilities or to the operation of the system. At no time shall two (2) successive readings on an explosion hazard meter, at the point of discharge into the sewer system, be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (L.E.L.) of the meter. Prohibited materials include, but are not limited to gasoline, kerosene, naphtha, benzene, toluene, zylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.
 - f. Slug discharge. Wastewaters at a flow rate or containing such concentrations or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation and that would cause a treatment process upset and subsequent loss of treatment efficiency.
 - g. Radioactive wastes. Radioactive wastes or isotopes of such half-life or concentration that they do not comply with regulations or orders issued by the appropriate authority having control over their use and which will or may cause damage or hazards to the sewerage facilities or personnel operating the system.
4. The following described substances, materials, waters, or waste shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, waste water treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The public works supervisor may set limitations lower than the limitations established in the regulations below if in the public works supervisor's opinion such more severe limitations are necessary to meet the above objectives. In forming the public works supervisor's opinion as to the acceptability, the public works supervisor will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewer which shall not be violated without approval of the public works supervisor are as follows:
- a. Wastewater having a temperature higher than one hundred fifty (150) degrees Fahrenheit [sixty-five (65) degrees Celsius].
 - b. Wastewater containing more than twenty-five (25) milligrams per liter of petroleum oil, nonbiodegradable cutting oils, or product of mineral oil origin.

- c. Wastewater from industrial plants containing floatable oils, fat, or grease.
 - d. Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
 - e. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the public works supervisor for such materials.
 - f. Any waters or wastes containing odor-producing substances such as phenols exceeding limits which may be established by the public works supervisor.
 - g. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the public works supervisor in compliance with applicable state or federal regulations.
 - h. Quantities of flow, concentrations, or both which constitute a “slug” as defined herein.
 - i. Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such a degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
 - j. Any water or wastes which, by interaction with other water or wastes in the public sewer system, release poisonous or obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
 - k. Any wastes which are not susceptible to treatment or which interfere with the biological processes or efficiency of the treatment system or will pass through the system causing a violation of the City’s NPDES permit.
5. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in subsection (4) of this section, and which in the judgment of the public works supervisor, may have a deleterious effect upon the wastewater facilities, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the public works supervisor may:
- a. Reject the wastes;

- b. Require pretreatment to an acceptable condition for discharge to the public sewers;
- c. Require control over the quantities and rates of discharge; and/or
- d. Require payment to cover the added costs of handling and treating the wastes not covered by sewer charges.

If the public works supervisor permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the public works supervisor and the State Department of Health.

- 6. Grease, oil, and sand interceptors shall be provided when, in the opinion of the public works supervisor, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts as specified herein, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters of dwelling units. All interceptors shall be of a type and capacity approved by the state plumbing code and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the collected material and shall maintain records of the dates and means of disposal which are subject to review by the public works supervisor. Any removal of the collected materials not performed by owner's personnel must be performed by a licensed waste disposal firms.
- 7. Where pretreatment or flow-equalizing facilities are provided or required by any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense.
- 8. When required by the public works supervisor, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such structures, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the public works supervisor. The structure shall be installed by the owner at the owner's expense, and shall be maintained by the owner so as to be safe and accessible at all times.
- 9. The public works supervisor may require a user of sewer services to provide information needed to determine compliance with this section. These requirements may include:
 - a. Wastewaters discharge peak rate and volume over a specified time period.
 - b. Chemical analyses of wastewaters.
 - c. Information on raw materials, processes, and products affecting wastewater volume and quality.

- d. Quantity and disposition of specific liquid, slug, oil, solvent, or other materials important to sewer use control.
 - e. A plot plan of sewers of the user's property showing sewer and pretreatment facility location.
 - f. Details of wastewater pretreatment facilities.
 - g. Details of systems to prevent and control the losses of materials through spills to the municipal sewer.
- 10. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this section shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Waste Water" published by the American Public Health Association. Sampling methods, location, times, durations, and frequencies are to be determined on an individual basis by the public works supervisor.
 - 11. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment.

9-0107. WASTE PROHIBITED FROM BEING DISCHARGED TO THE WASTEWATER TREATMENT SYSTEM. The discharge of wastes containing materials in such quantities to be detrimental to the bacterial activity required for wastewater treatment is hereby prohibited. The discharge of wastes which cause or are likely to cause maintenance problems, such as hindering flow, blocking pipes, and/or clogging pumps, is hereby prohibited. The discharge of liquid or vapor, having a temperature higher than one hundred fifty (150) degrees Fahrenheit or which liquid or vapor could interfere with the operation of the controls for either a pumping station or the treatment facilities, shall be prohibited.

9-0108. CERTAIN DISCHARGES OF STORM SEWER WATER DEEMED NUISANCE.

- 1. Discharges of storm water, groundwater, roof runoff, yard drainage, yard fountain or pond overflow, or other surface runoff waters into areas with inadequate drainage tend to create a harborage for insect and vermin infestations and are hereby deemed a nuisance. No owner, occupant, or user of property therefore may discharge any storm water, groundwater, roof runoff, yard drainage, yard fountain or pond overflow, or other surface runoff waters in such a manner so as to allow the collection of the same on their property or other properties without proper drainage. Discharges of storm water, groundwater, roof runoff, yard drainage, yard fountain or pond overflow, or other surface runoff waters by the use of such devices as sump pumps must be made directly into the storm sewer system of the City of Horace or drainage ditches which run thereto.
- 2. No owner, occupant, or user of property abutting Park District property of the City of Horace shall cause or allow water from any spout, sump pump, or similar device

to be directly or indirectly deposited on the Park District property. Similarly, no person shall deposit snow, earth, construction material, or other substance on Park District property of the City of Horace without written permission from the City Auditor. Notwithstanding such written permission issued, no person shall deposit any material containing salt, sand, or other substance which may be harmful to vegetation or other Park District property.

3. The City Auditor shall have the authority to issue letters to violators of this section. If the violation is not abated within the time set forth in the notice of violation, the City Attorney is authorized to prosecute such offenses in the Horace Municipal Court or to seek abatement in the District Court.

9-0109. POWER AND AUTHORITY OF INSPECTORS.

1. The public works supervisor, or designee, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing pertinent to discharge to the community system in accordance with the provisions of this section.
2. The public works supervisor, or designee, is authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the wastewater collection system. The industry may withhold information considered confidential. The industry must establish that the revelation to the public of the information in question might result in a fiscal advantage to competitors.
3. While performing the necessary work on private properties referred to in subsection (1) of this section, the public works supervisor, or designee, shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the City employees, and the City shall indemnify the company against loss or damage to its property by City employees and against liability claims and demands for personal injury or property damage asserted against the company growing out of the gauging and sampling operation, except as may be caused by negligence or failure of the company to maintain safe conditions.
4. The public works supervisor, or designee, shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

9-0110. MONTHLY CHARGES FOR SEWER SERVICE.

1. Sewer charges shall be on a monthly basis covering the respective monthly periods each year. The term “residential” as used herein shall include all premises occupied and used exclusively as a home by not more than two (2) families. The term “non-

residential” shall include all other premises. When a charge is determined by metered water consumption, the amount of water on which the charge is based shall be that multiple of one thousand (1,000) gallons closest to the actual meter reading.

2. The owner or occupant of each residential or non-residential premises connected with the sewer system of the City shall pay a minimum service charge per month as set by resolution of the City Council.
3. In addition to the minimum service charge, all residential premises shall pay an additional charge as set by resolution of the City Council per one thousand (1,000) gallons for flows greater than ten thousand (10,000) gallons of water per month.
4. In addition to the minimum service charge, all non-residential premises shall pay an additional charge as set by resolution of the City Council per one thousand (1,000) gallons for all flows greater than one thousand (1,000) gallons of water per month.

9-0111. **SEWER RATES AND CHARGES – BILLING.** The City Auditor shall render a statement at the end of the first full week of each month setting forth separately the charges for water and for sewage service for the preceding month to each premise connected with the water or sewage system.

9-0112. **WHEN BILL DUE: FAILURE TO PAY.** All bills for water service, sewage service, charges and rentals, and water deliveries and labor and materials furnished each month shall be due and payable on the 25th day of the month at the office of the City Auditor. A monthly late fee, in an amount set by resolution of the City Council, will be assessed for all payments received after the 25th day of the month. If such bills, or any part thereof, are not paid within sixty (60) days of the date of the bill, the City will provide written notice, at least ten (10) days prior thereto, of the City’s intent to shut off the supply of water to the premises for which the bill is rendered and shall not be turned on again until the entire balance has been paid, together with an amount as set by resolution of the City Council for recontinuing the service. A fee will also be charged for all returned checks and returned ACH payments, as set by resolution of the City Council.

9-0113. **LIABILITY OF OWNERS AND OCCUPANTS FOR SERVICES.** The owner and occupant of each premises shall be jointly and severally liable for all charges for water and sewage service and garbage during the period of their respective ownership or occupancy. Water will not be furnished to any property which is indebted to the City.

9-0114. **CITY’S AND CUSTOMER’S RESPONSIBILITIES FOR REPAIRS TO SEWER LINES.** The City shall be responsible for maintenance and repair of leaks or other defects in the sewer main. The property owner shall be responsible for maintenance and repairs of leaks or other defects from the end of the wye on the sewer main to the premises. Property owners are responsible for the service line from the main including the hole in the main and the wye. If there is a leak and it cannot be determined as to whether the leak is in that part of the line for which the City or the owner has responsibility for repair and maintenance, the City may make the necessary excavation, and if such leak is found to be in the service line on the owner’s property, the owner shall immediately repair such leak, backfill such excavation, and pay the City for the cost of

making the excavation. The City may shut off the water service on any owner who fails or neglects to repair a leak for which they are responsible for maintenance or who fails to pay the cost of the City in making the excavation to determine the location of the leak if the leak is on the property of the owner.

9-0115. **PENALTY.**

1. Any person found to be violating any provision of this section shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit not to exceed thirty (30) days for the satisfactory correction thereof. The offender shall, within the period of time states in such notice, permanently cease all violations.
2. During the 30-day period, if the cited user is in disagreement with the public works supervisor's findings, the user may appeal to the City Council. The City Council shall upon receipt of an appeal, convene a meeting for the purpose of resolving the dispute within fifteen (15) days after receipt of the appeal. The City Council shall:
 - a. Issue notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in any hearing.
 - b. Take evidence.
 - c. Take a transcript of the proceedings for the public record.
 - d. Based on all evidence and testimony received, the City Council shall make a decision and notify both parties of such a decision.
3. Any person who shall continue any violation beyond the time limit in subsection 9-0115(2) (30 days) shall be guilty of a misdemeanor.
4. Any person who has appealed to the City Council and lost the appeal shall have fifteen (15) days in which to take action to correct the person's violation. At the end of fifteen (15) days if no action is taken the violator shall be guilty of a misdemeanor.
5. Any person violating any of the provisions of this section shall become liable to the City for any expense, loss, or damage occasioned the City by reason of such violation.

SECTION 2. Section 9-0229 of Title IX of the Revised Ordinances of 2003 of the City of Horace, North Dakota, is hereby created and enacted to read as follows:

9-0229. **GARBAGE SERVICE.** Any person with water service requesting not to have garbage picked up at the water connected address should notify the City Auditor, at which time the City Auditor will notify the waste company hired not to pick up any garbage from the person requesting this said item.

Any person with water service with no garbage pick-up will be responsible for the removal of any garbage without use of the City dumpsters or another resident's curbside pick-up place.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

APPROVED:

Kory Peterson
Mayor of Horace, North Dakota

ATTEST:

Brenton Holper
Horace City Auditor

Date of First Reading: April 3, 2023

Date of Second Reading:

Date of Publication:

MEMO

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

From: James Dahlman, PE *Jad*

Date: April 17, 2023

Re: Storm and Street Improvement District No. 2022-3
(Wall Avenue – Sheyenne River to Cass County 17)
Horace, North Dakota
W20-00-018

The bid opening for the above referenced project was Thursday March 23, 2023. The city received bids from three Contractors: All Finish Concrete, Inc., Dakota Underground, Co., and KPH, Inc.

The bid tabulation is attached.

The low bidder for the bid was Dakota Underground Co. of Fargo, ND with a bid of \$3,307,872.71.

Dakota Underground Co. has provided information for review in accordance with the City of Horace responsible bidder policy. Dakota Underground Co. has been determined to be a responsible bidder and I recommend awarding the construction contract to Dakota Underground Co. in the amount of \$3,307,872.71.

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

Thank You

ATTACHMENTS

Storm and Street Improvement District No. 2022-3 (Wall Ave-Sheyenne River to Cass Co 17) - W20-00-018 (#8407431)
Owner: City of Horace
Solicitor: Interstate Engineering - Horace
03/23/2023 02:00 PM CDT

Line Item	Item Code	Item Description	UofM	Engineer Estimate				Dakota Underground Company			KPH, Inc.			All Finish Concrete, Inc.	
				Quantity	Unit Price	Extension		Unit Price	Extension		Unit Price	Extension		Unit Price	Extension
1	1	CONTRACT BOND	L SUM	1	\$ 60,000.00	\$ 60,000.00		\$ 20,000.00	\$ 20,000.00		\$ 25,000.00	\$ 25,000.00		\$ 78,000.00	\$ 78,000.00
2	2	MOBILIZATION	L SUM	1	\$ 300,000.00	\$ 300,000.00		\$ 450,000.00	\$ 450,000.00		\$ 300,000.00	\$ 300,000.00		\$ 350,000.00	\$ 350,000.00
3	3	CLEARING & GRUBBING	L SUM	1	\$ 3,000.00	\$ 3,000.00		\$ 50,000.00	\$ 50,000.00		\$ 8,500.00	\$ 8,500.00		\$ 31,200.00	\$ 31,200.00
4	4	REMOVAL OF TREES ALL TYPES AND SIZES	EA	22	\$ 1,500.00	\$ 33,000.00		\$ 1,500.00	\$ 33,000.00		\$ 1,200.00	\$ 26,400.00		\$ 1,800.00	\$ 39,600.00
5	5	REMOVAL OF BITUMINOUS SURFACING	SY	4361	\$ 50.00	\$ 218,050.00		\$ 15.00	\$ 65,415.00		\$ 13.00	\$ 56,693.00		\$ 20.00	\$ 87,220.00
6	6	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	126	\$ 20.00	\$ 2,520.00		\$ 70.00	\$ 8,820.00		\$ 30.00	\$ 3,780.00		\$ 36.00	\$ 4,536.00
7	7	FENCE REMOVE & RESET	LF	231	\$ 20.00	\$ 4,620.00		\$ 80.00	\$ 18,480.00		\$ 100.00	\$ 23,100.00		\$ 81.00	\$ 18,711.00
8	8	REMOVE & SALVAGE RIPRAP - LOOSE ROCK	CY	38	\$ 80.00	\$ 3,040.00		\$ 225.00	\$ 8,550.00		\$ 65.00	\$ 2,470.00		\$ 78.00	\$ 2,964.00
9	9	RIPRAP GRADE II	CY	38	\$ 100.00	\$ 3,800.00		\$ 200.00	\$ 7,600.00		\$ 190.00	\$ 7,220.00		\$ 228.00	\$ 8,664.00
10	10	COMMON EXCAVATION	CY	3329	\$ 10.00	\$ 33,290.00		\$ 20.00	\$ 66,580.00		\$ 12.00	\$ 39,948.00		\$ 15.00	\$ 49,935.00
11	11	REMOVE & SALVAGE TOPSOIL	SY	7448	\$ 20.00	\$ 148,960.00		\$ 6.00	\$ 44,688.00		\$ 12.00	\$ 89,376.00		\$ 12.00	\$ 89,376.00
12	12	SUBGRADE PREPARATION-TYPE A-12IN	STA	12.5	\$ 2,000.00	\$ 25,000.00		\$ 1,850.00	\$ 23,125.00		\$ 1,500.00	\$ 18,750.00		\$ 3,000.00	\$ 37,500.00
13	13	SEEDING CLASS II	ACRE	0.98	\$ 3,000.00	\$ 2,940.00		\$ 4,200.00	\$ 4,116.00		\$ 7,500.00	\$ 7,350.00		\$ 4,400.00	\$ 4,312.00
14	14	STRAW MULCH	ACRE	0.98	\$ 1,000.00	\$ 980.00		\$ 385.00	\$ 377.30		\$ 1,250.00	\$ 1,225.00		\$ 400.00	\$ 392.00
15	15	HYDRAULIC MULCH	SY	4735	\$ 5.00	\$ 23,675.00		\$ 0.70	\$ 3,314.50		\$ 1.00	\$ 4,735.00		\$ 1.00	\$ 4,735.00
16	16	FIBER ROLLS 12IN	LF	5248	\$ 3.00	\$ 15,744.00		\$ 2.65	\$ 13,907.20		\$ 6.00	\$ 31,488.00		\$ 3.00	\$ 15,744.00
17	17	REMOVE FIBER ROLLS 12IN	LF	5088	\$ 1.00	\$ 5,088.00		\$ 0.40	\$ 2,035.20		\$ 1.00	\$ 5,088.00		\$ 1.00	\$ 5,088.00
18	18	FLOTATION SILT CURTAIN	LF	130	\$ 15.00	\$ 1,950.00		\$ 20.00	\$ 2,600.00		\$ 52.00	\$ 6,760.00		\$ 21.00	\$ 2,730.00
19	19	REMOVAL FLOTATION SILT CURTAIN	LF	130	\$ 5.00	\$ 650.00		\$ 3.30	\$ 429.00		\$ 5.00	\$ 650.00		\$ 4.00	\$ 520.00
20	20	AGGREGATE BASE COURSE CL 5	CY	1969	\$ 30.00	\$ 59,070.00		\$ 70.00	\$ 137,830.00		\$ 70.00	\$ 137,830.00		\$ 84.00	\$ 165,396.00
21	21	TEMPORARY TRAFFIC SURFACE AGGREGATE	TON	929	\$ 15.00	\$ 13,935.00		\$ 50.00	\$ 46,450.00		\$ 40.00	\$ 37,160.00		\$ 48.00	\$ 44,592.00
22	22	CONCRETE BRIDGE APPROACH SLAB	SY	102	\$ 500.00	\$ 51,000.00		\$ 650.00	\$ 66,300.00		\$ 1,800.00	\$ 183,600.00		\$ 1,750.00	\$ 178,500.00
23	23	PEDESTRIAN RAILING 42"	LF	250	\$ 200.00	\$ 50,000.00		\$ 500.00	\$ 125,000.00		\$ 550.00	\$ 137,500.00		\$ 700.00	\$ 175,000.00
24	24	CONCRETE MODULAR BLOCK RETAINING WALL	SY	165	\$ 500.00	\$ 82,500.00		\$ 510.00	\$ 84,150.00		\$ 750.00	\$ 123,750.00		\$ 600.00	\$ 99,000.00
25	25	TRAFFIC CONTROL	LSUM	1	\$ 80,000.00	\$ 80,000.00		\$ 20,000.00	\$ 20,000.00		\$ 50,000.00	\$ 50,000.00		\$ 30,000.00	\$ 30,000.00
26	26	INLET PROTECTION-SPECIAL	EA	9	\$ 200.00	\$ 1,800.00		\$ 250.00	\$ 2,250.00		\$ 300.00	\$ 2,700.00		\$ 230.00	\$ 2,070.00
27	27	GEOSYNTHETIC MATERIAL TYPE R1	SY	4621	\$ 2.00	\$ 9,242.00		\$ 4.00	\$ 18,484.00		\$ 6.00	\$ 27,726.00		\$ 8.00	\$ 36,968.00
28	28	UNDERDRAIN PIPE PVC PERFORATED 4IN WITH SOCK	LF	2610	\$ 30.00	\$ 78,300.00		\$ 12.00	\$ 31,320.00		\$ 12.00	\$ 31,320.00		\$ 15.00	\$ 39,150.00
29	29	PIPE PVC 4IN DRAIN	LF	560	\$ 20.00	\$ 11,200.00		\$ 34.00	\$ 19,040.00		\$ 25.00	\$ 14,000.00		\$ 30.00	\$ 16,800.00
30	30	12" RCP STORM SEWER PIPE	LF	552	\$ 120.00	\$ 66,240.00		\$ 140.00	\$ 77,280.00		\$ 100.00	\$ 55,200.00		\$ 120.00	\$ 66,240.00
31	31	27" RCP STORM SEWER PIPE	LF	79	\$ 210.00	\$ 16,590.00		\$ 200.00	\$ 15,800.00		\$ 180.00	\$ 14,220.00		\$ 216.00	\$ 17,064.00
32	32	30" RCP STORM SEWER PIPE	LF	188	\$ 230.00	\$ 43,240.00		\$ 240.00	\$ 45,120.00		\$ 200.00	\$ 37,600.00		\$ 240.00	\$ 45,120.00
33	33	48" RCP STORM SEWER PIPE	LF	680	\$ 300.00	\$ 204,000.00		\$ 435.00	\$ 295,800.00		\$ 455.00	\$ 309,400.00		\$ 600.00	\$ 408,000.00
34	34	51"x31" RCPA STORM SEWER PIPE	LF	110	\$ 240.00	\$ 26,400.00		\$ 475.00	\$ 52,250.00		\$ 500.00	\$ 55,000.00		\$ 720.00	\$ 79,200.00
35	35	58"x36" RCPA STORM SEWER PIPE	LF	190	\$ 500.00	\$ 95,000.00		\$ 545.00	\$ 103,550.00		\$ 525.00	\$ 99,750.00		\$ 780.00	\$ 148,200.00
36	36	CLEAN AND TELEWISE STORM SEWER PIPE	LF	1799	\$ 3.50	\$ 6,296.50		\$ 6.00	\$ 10,794.00		\$ 4.00	\$ 7,196.00		\$ 5.00	\$ 8,995.00
37	37	60" CONCRETE STORM SEWER MANHOLE	VF	7	\$ 300.00	\$ 2,100.00		\$ 710.00	\$ 4,970.00		\$ 750.00	\$ 5,250.00		\$ 900.00	\$ 6,300.00
38	38	72" CONCRETE STORM SEWER MANHOLE	VF	26	\$ 500.00	\$ 13,000.00		\$ 1,000.00	\$ 26,000.00		\$ 2,350.00	\$ 61,100.00		\$ 2,820.00	\$ 73,320.00
39	39	96" CONCRETE STORM SEWER MANHOLE	VF	10	\$ 800.00	\$ 8,000.00		\$ 2,050.00	\$ 20,500.00		\$ 1,900.00	\$ 19,000.00		\$ 2,280.00	\$ 22,800.00
40	40	144" CONCRETE STORM SEWER MANHOLE	VF	5	\$ 2,500.00	\$ 12,500.00		\$ 4,875.00	\$ 24,375.00		\$ 3,000.00	\$ 15,000.00		\$ 3,600.00	\$ 18,000.00
41	41	78" CONCRETE STORM SEWER MANHOLE BASE	EA	1	\$ 2,700.00	\$ 2,700.00		\$ 4,300.00	\$ 4,300.00		\$ 7,000.00	\$ 7,000.00		\$ 12,000.00	\$ 12,000.00
42	42	92" CONCRETE STORM SEWER MANHOLE BASE	EA	3	\$ 3,000.00	\$ 9,000.00		\$ 13,000.00	\$ 39,000.00		\$ 10,000.00	\$ 30,000.00		\$ 18,000.00	\$ 54,000.00
43	43	120" CONCRETE STORM SEWER MANHOLE BASE	EA	2	\$ 4,500.00	\$ 9,000.00		\$ 8,400.00	\$ 16,800.00		\$ 11,000.00	\$ 22,000.00		\$ 24,000.00	\$ 48,000.00
44	44	172" CONCRETE STORM SEWER MANHOLE BASE	EA	1	\$ 8,000.00	\$ 8,000.00		\$ 24,000.00	\$ 24,000.00		\$ 35,000.00	\$ 35,000.00		\$ 42,000.00	\$ 42,000.00
45	45	STORM SEWER MANHOLE CASTING AND COVER	EA	7	\$ 1,000.00	\$ 7,000.00		\$ 2,425.00	\$ 16,975.00		\$ 3,000.00	\$ 21,000.00		\$ 3,600.00	\$ 25,200.00
46	46	INLET - CATCH BASIN	EA	6	\$ 5,000.00	\$ 30,000.00		\$ 4,500.00	\$ 27,000.00		\$ 4,500.00	\$ 27,000.00		\$ 5,400.00	\$ 32,400.00
47	47	TYPE II INLET	EA	7	\$ 5,000.00	\$ 35,000.00		\$ 6,100.00	\$ 42,700.00		\$ 7,000.00	\$ 49,000.00		\$ 8,400.00	\$ 58,800.00
48	48	30" RCP FES W/GRATE	EA	1	\$ 4,000.00	\$ 4,000.00		\$ 5,650.00	\$ 5,650.00		\$ 5,200.00	\$ 5,200.00		\$ 6,240.00	\$ 6,240.00

Line Item	Item Code	Item Description	UofM	Engineer Estimate			Dakota Underground Company			KPH, Inc.		All Finish Concrete, Inc.	
				Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
49	49	F-10 WATERMAN FLAP GATE	EA	1	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	
50	50	COMMERCIAL GRADE HOT MIX ASPHALT	TON	61	\$ 135.00	\$ 8,235.00	\$ 220.00	\$ 13,420.00	\$ 280.00	\$ 17,080.00	\$ 230.00	\$ 14,030.00	
51	51	CURB & GUTTER	LF	2567	\$ 70.00	\$ 179,690.00	\$ 38.00	\$ 97,546.00	\$ 39.00	\$ 100,113.00	\$ 40.00	\$ 102,680.00	
52	52	8IN NON-REINF CONCRETE PAVEMENT CL AE - DOWELED	SY	4380	\$ 130.00	\$ 569,400.00	\$ 140.00	\$ 613,200.00	\$ 130.00	\$ 569,400.00	\$ 132.00	\$ 578,160.00	
53	53	DRIVEWAY CONCRETE 6IN REINFORCED	SY	706	\$ 125.00	\$ 88,250.00	\$ 77.00	\$ 54,362.00	\$ 115.00	\$ 81,190.00	\$ 120.00	\$ 84,720.00	
54	54	SIDEWALK CONCRETE 6IN REINFORCED	SY	1203	\$ 120.00	\$ 144,360.00	\$ 72.00	\$ 86,616.00	\$ 100.00	\$ 120,300.00	\$ 105.00	\$ 126,315.00	
55	55	SIDEWALK - DECORATIVE 6IN REINFORCED	SY	160	\$ 150.00	\$ 24,000.00	\$ 140.00	\$ 22,400.00	\$ 225.00	\$ 36,000.00	\$ 215.00	\$ 34,400.00	
56	56	STABILIZED CONSTRUCTION ACCESS	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 0.01	\$ 0.01	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
57	57	PANEL FOR SIGNS-TYPE XI REFLECTIVE SHEETING	SF	109	\$ 30.00	\$ 3,270.00	\$ 25.00	\$ 2,725.00	\$ 31.00	\$ 3,379.00	\$ 25.00	\$ 2,725.00	
58	58	PANEL FOR SIGNS-TYPE IV REFLECTIVE SHEETING	SF	33	\$ 25.00	\$ 825.00	\$ 22.00	\$ 726.00	\$ 28.00	\$ 924.00	\$ 23.00	\$ 759.00	
59	59	RESET SIGN PANEL	EA	2	\$ 60.00	\$ 120.00	\$ 60.00	\$ 120.00	\$ 78.00	\$ 156.00	\$ 63.00	\$ 126.00	
60	60	RESET SIGN SUPPORT	EA	1	\$ 220.00	\$ 220.00	\$ 550.00	\$ 550.00	\$ 715.00	\$ 715.00	\$ 575.00	\$ 575.00	
61	61	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	305	\$ 20.00	\$ 6,100.00	\$ 22.00	\$ 6,710.00	\$ 28.00	\$ 8,540.00	\$ 23.00	\$ 7,015.00	
62	62	DETECTABLE WARNING PANELS	SF	145	\$ 60.00	\$ 8,700.00	\$ 55.00	\$ 7,975.00	\$ 82.00	\$ 11,890.00	\$ 60.00	\$ 8,700.00	
63	63	W-BEAM GUARDRAIL	LF	75	\$ 50.00	\$ 3,750.00	\$ 41.00	\$ 3,075.00	\$ 52.00	\$ 3,900.00	\$ 42.00	\$ 3,150.00	
64	64	W-BEAM GUARDRAIL END TERMINAL	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 3,400.00	\$ 6,800.00	\$ 4,350.00	\$ 8,700.00	\$ 3,500.00	\$ 7,000.00	
65	65	REMOVE & RESET GUARDRAIL	LF	60	\$ 25.00	\$ 1,500.00	\$ 20.00	\$ 1,200.00	\$ 25.00	\$ 1,500.00	\$ 21.00	\$ 1,260.00	
66	66	REMOVE W-BEAM GUARDRAIL & POSTS	LF	89	\$ 5.00	\$ 445.00	\$ 5.50	\$ 489.50	\$ 7.00	\$ 623.00	\$ 6.00	\$ 534.00	
67	67	5 FT CONCRETE BASE	EA	10	\$ 635.00	\$ 6,350.00	\$ 650.00	\$ 6,500.00	\$ 850.00	\$ 8,500.00	\$ 700.00	\$ 7,000.00	
68	68	1-1/2 IN INNERDUCT INSTALLED	LF	1250	\$ 5.10	\$ 6,375.00	\$ 6.20	\$ 7,750.00	\$ 8.00	\$ 10,000.00	\$ 7.00	\$ 8,750.00	
69	69	#6 USE CU. CONDUCTOR	LF	3750	\$ 2.30	\$ 8,625.00	\$ 2.50	\$ 9,375.00	\$ 3.00	\$ 11,250.00	\$ 3.00	\$ 11,250.00	
70	70	TYPE A POLE & LUMINAIRE	EA	10	\$ 3,800.00	\$ 38,000.00	\$ 3,900.00	\$ 39,000.00	\$ 4,500.00	\$ 45,000.00	\$ 4,100.00	\$ 41,000.00	
71	71	FEEDPOINT	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 10,350.00	\$ 10,350.00	\$ 13,450.00	\$ 13,450.00	\$ 11,000.00	\$ 11,000.00	
72	72	2" CONDUIT	LF	115	\$ 4.80	\$ 552.00	\$ 22.00	\$ 2,530.00	\$ 25.00	\$ 2,875.00	\$ 23.00	\$ 2,645.00	
73	73	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	2181	\$ 5.00	\$ 10,905.00	\$ 8.00	\$ 17,448.00	\$ 10.00	\$ 21,810.00	\$ 9.00	\$ 19,629.00	
74	74	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	312	\$ 50.00	\$ 15,600.00	\$ 65.00	\$ 20,280.00	\$ 80.00	\$ 24,960.00	\$ 67.00	\$ 20,904.00	
75	75	Testing Laboratory Services	LSUM	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
Base Bid Total:						\$ 3,146,192.50		\$ 3,307,872.71		\$ 3,439,290.00		\$ 3,945,909.00	

CITY OF HORACE
DETERMINATION OF RESPONSIBLE BIDDER FORM

Project:	Storm and Street Improvement District No. 2022-3 (Wall - East)
Bidder:	Dakota Underground Co.
Est. Contract Value:	\$3,307,872.71
Reviewed by:	James A Dahlman, PE
Date:	4/17/2023

For each of the criteria provided below, check that the appropriate research has been completed and provide a short description of the research and reasoning. Please attach any additional information used in making the determination of bidder responsibility.

- 1. The bidder has the financial resources adequate to perform the contract or the ability to obtain them:** ☒ Yes ☐ No

If "No," provide reasoning: _____

- 2. The bidder has the ability to meet the required delivery or performance schedule, taking into consideration all existing commitments of the bidder:** ☒ Yes ☐ No

If "No," provide reasoning: _____

- 3. The bidder has a satisfactory performance record:** ☒ Yes ☐ No

If "No," provide reasoning: _____

- 4. The bidder has a satisfactory record of integrity and business ethics:** ☒ Yes ☐ No

If "No," provide reasoning: _____

- 5. The bidder has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them:** ☒ Yes ☐ No

If "No," provide reasoning: _____

6. The bidder is in compliance with applicable licensing and tax laws and regulations:
☒ Yes ☐ No

If "No," provide reasoning: _____

7. The bidder has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them: ☒ Yes ☐ No

If "No," provide reasoning: _____

8. The bidder has other qualifications necessary to receive an award under applicable laws and regulations: ☒ Yes ☐ No

If "No," provide reasoning: _____

Based upon the above criteria, the City of Horace Responsible Bidder Policy, and North Dakota law, I have determined that Dakota Underground Co. (the "Bidder") is a responsible bidder and may be awarded the public infrastructure contract referenced above.

Signature: James G. Dahlman

Title: Senior Project Engineer

Date: April 17, 2023



4001 15 Avenue N. W. • Fargo, ND 58102 • Phone (701) 282-9753 • Fax (701) 282-0016

April 10, 2023

Mr. James Dahlman, PE
Senior Project Engineer/Office Manager
Interstate Engineering
416 Main St
Horace, ND 58047

**RE: HORACE-STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-3 (WALL AVENUE-EAST)
ADDITIONAL ITEMS FOR AWARD**

Dear Jim:

In response to your email dated March 28, 2023, requesting additional information regarding our capabilities to complete Horace Storm and Street Improvement District No. 2022-3 (Wall Avenue East), we are attaching the requested materials. Below is a further explanation of the items we are providing.

Regarding our financial resources adequate to perform the contract, we are attaching Attachment A, a letter from our bond company to the North Dakota Department of Transportation (NDDOT), which was provided in November 2022 for our annual bond renewal with the NDDOT.

As far as our ability to meet the required delivery or performance schedule is concerned. We have included Attachment B, which is our preliminary schedule for the project. As you can see, we are tentatively starting this project after the July 4th holiday. This considers our existing project commitments as seen from our active project list in Attachment C.

As you know, Dakota Underground is a very lean but highly organized group. I have attached our current organizational structure and key personnel list as Attachment D. In the past, project management for each project came from Jeff, Bob, and me. Our main roles are to ensure pre-construction items are in place and ready to go for our crews when they get out there. Once we have crews on site, our foreman runs with projects to get the job done. We, as project managers, will step in to ensure the project is completed on time and within project specifications. This process has been successful on all Dakota Underground projects and will remain in place for this project.

Mr. James Dahlman, PE

Page 2

Currently, it is undecided which crews will be out there. Still, Dakota Underground comprises four (4) underground crews, two (2) earthwork crews, and one large concrete crew who will complete this project's concrete paving and curb and gutter. Based on our review of the project, it is anticipated that one (1) underground crew and one (1) earthwork crew will be needed to complete this project. If delays are encountered from weather and or other factors, we can supplement these crews with additional forces to complete the project within the project contract requirements.

Reviewing the project and potential areas for a staging area, we are currently looking into the ability to utilize the elevator property south of Wall Avenue. We understand that the Fargo Moorhead Diversion Authority (FMDA) now owns this property. We contacted Jodi Smith with FMDA to determine if they would allow us to use this property during project construction. If allowed, we will work with FMDA to document the site's existing conditions, and once we are completed with the project, return the property to pre-construction conditions.

Based on the information we have provided and our past performance working with the City of Horace and Interstate Engineering, you will deem us more than capable of completing this project for the City of Horace.

If you have any questions, don't hesitate to contact Jeff, Bob, or me.

Sincerely,

Jared Heller, PE

Jared Heller, PE
Project Manager
Dakota Underground Company

Enclosure



**PATE
BONDING
INC.**

1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: www.patebonding.com

November 16, 2022

North Dakota Department of Transportation
Jeanne Thomas
608 E. Boulevard Avenue
Bismarck, ND 58505

RE: Dakota Underground Company, Inc.
Fargo, ND

Dear Ms. Thomas:

We are writing to you at the request of Dakota Underground Company, Inc. We are authorized to execute bid, performance and payment bonds for Dakota Underground Company, Inc. subject to the following conditions.

- 1) Contract price does not exceed \$55,000,000 single/\$75,000,000 aggregate.
- 2) This work authority expires on June 30, 2024 unless previously rescinded in writing. Written notice of rescission will be provided to the addressee listed above within seven days of such rescission.
- 3) This letter is written with the condition that all projects bid will require a bid bond.
- 4) This letter is written contingent upon our satisfaction with the contract documents and Dakota Underground Company, Inc. continuing to satisfy other underwriting considerations. Any arrangement for bonds required by a contract is a matter between Dakota Underground Company, Inc. and the surety and we assume no liability to you and your third parties, if for any reason we do not execute the bonds.

If you have any additional questions regarding Dakota Underground Company, Inc. bond program, please do not hesitate to call.




















Sincerely,

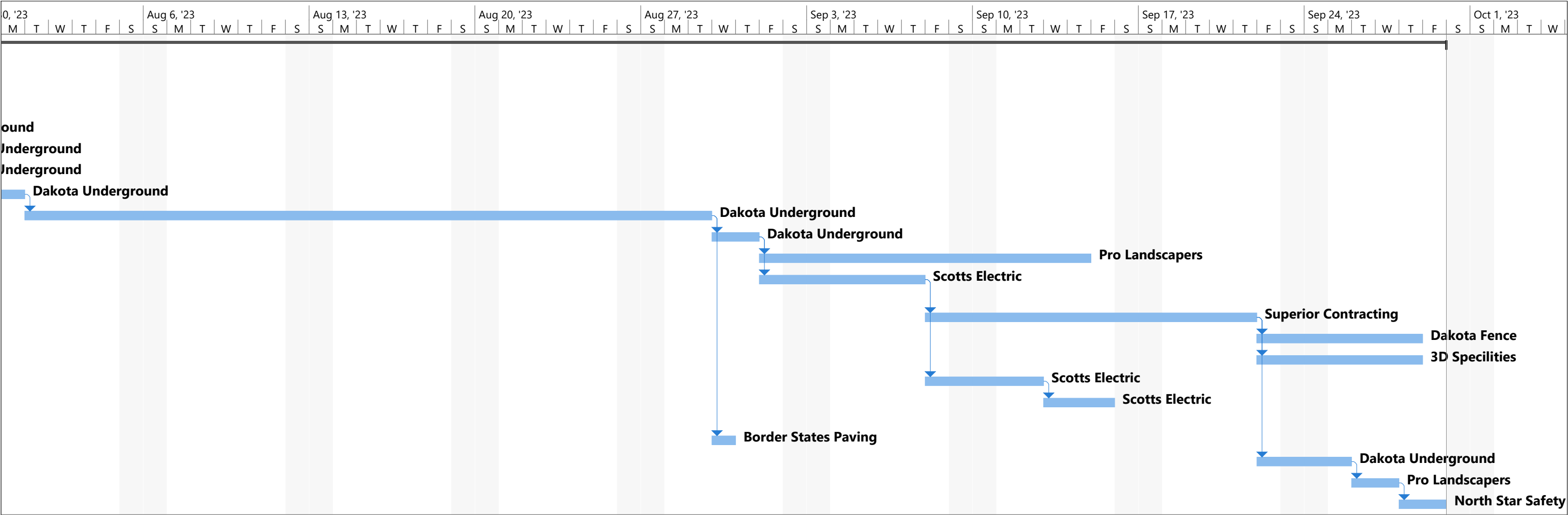


Troy Staples

Attachment B

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names																												
									S	Jul 9, '23	S	M	T	W	T	F	S	Jul 16, '23	S	M	T	W	T	F	S	Jul 23, '23	S	M	T	W	T	F	S	Jul 30, '23	S	
1			City of Horace Wall Avenue 2022-3	60 days	Mon 7/10/23	Fri 9/29/23																														
2			Traffic Control Setup	1 day	Mon 7/10/23	Mon 7/10/23		3D Specilities																												
3			Erosion Control Setup	1 day	Mon 7/10/23	Mon 7/10/23		Dakota Underground,Pro Landscapers																												
4			Removals and Topsoil Stripping	2 days	Mon 7/10/23	Tue 7/11/23	3FS-1 day	Dakota Underground																												
5			Storm Sewer Installation	10 days	Wed 7/12/23	Tue 7/25/23	4	Dakota Underground																												
6			Roadway Excavation	2 days	Wed 7/26/23	Thu 7/27/23	5	Dakota Underground																												
7			Subgrade Prepration	2 days	Wed 7/26/23	Thu 7/27/23	5	Dakota Underground																												
8			Gravel and Fabric Installation	2 days	Fri 7/28/23	Mon 7/31/23	7	Dakota Underground																												
9			Concrete Paving	21 days	Tue 8/1/23	Tue 8/29/23	8	Dakota Underground																												
10			Curb and Gutter	2 days	Wed 8/30/23	Thu 8/31/23	9	Dakota Underground																												
11			Retaining Wall Installation	10 days	Fri 9/1/23	Thu 9/14/23	10	Pro Landscapers																												
12			Electrical Underground and Base Installation	5 days	Fri 9/1/23	Thu 9/7/23	10	Scotts Electric																												
13			Sidewalk Installation	10 days	Fri 9/8/23	Thu 9/21/23	12	Superior Contracting																												
14			Pedestrian Railing Installation	5 days	Fri 9/22/23	Thu 9/28/23	13	Dakota Fence																												
15			Guardrail Installation	5 days	Fri 9/22/23	Thu 9/28/23	13	3D Specilities																												
16			Electrical Standard Installation	3 days	Fri 9/8/23	Tue 9/12/23	12	Scotts Electric																												
17			Electrical Final Installation and Startup	3 days	Wed 9/13/23	Fri 9/15/23	16	Scotts Electric																												
18			Asphalt Paving Installation	1 day	Wed 8/30/23	Wed 8/30/23	9	Border States Paving																												
19			Final/Finish Grading	2 days	Fri 9/22/23	Mon 9/25/23	13	Dakota Underground																												
20			Final Stablization	2 days	Tue 9/26/23	Wed 9/27/23	19	Pro Landscapers																												
21			Pavement Markings	2 days	Thu 9/28/23	Fri 9/29/23	20	North Star Safety																												

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Active Projects

As of 4/7/2023

City of Horace Lost River 7th

- Owner Representative: Jason Erickson (Interstate Engineering)
- Original Contract Amount: \$2,973,756.79
- Percent Remaining on Project: 0%
- Project Status: Substantially Complete
- Project Notes: Only remaining work to complete is street light installation. The delay was due to manufacturing delays in streetlights.
- Anticipated Closeout: May 2023

City of Horace Lakeview Addition

- Owner Representative: Jason Erickson (Interstate Engineering)
- Original Contract Amount: \$7,106,886.59
- Percent Remaining on Project: 2%
- Project Status: Substantially Complete
- Project Notes: Only remaining work is to be completed on the babbling brook per request from developer and Change Order 4.
- Anticipated Closeout: May 2023

City of Horace Sanitary Lift Station SA-14

- Owner Representative: Eric Larson (Interstate Engineering)
- Original Contract Amount: \$731,745.10
- Percent Remaining on Project: 0%
- Project Status: Substantially Complete
- Project Notes: Final Pump Station Startup Schedule for April 20, 2023
- Anticipated Closeout: May 2023

City of Horace Southdale 4th and 5th

- Owner Representative: Eric Larson (Interstate Engineering)
- Original Contract Amount: \$14,246,979.76
- Percent Remaining on Project: 14%
- Project Status: Substantial Completion July 15th, 2023, Due to Change Order
- Project Notes: Southdale 4th Housebuilding Occurring. Completion of Southdale 5th Spring 2023.
- Anticipated Closeout: September 2023

City of Fargo BN-22-A1

- Owner Representative: Jason Leonard (City of Fargo)
- Original Contract Amount: \$11,675,967.59
- Percent Remaining on Project: 0%
- Project Status: Substantial Complete October 15, 2022.
- Project Notes: Completed 8 Months early. Remaining items include installation of Street Light Feeder Point due to manufacturer's delay.
- Anticipated Closeout: May 2023

City of Fargo BN-22-H1

- Owner Representative: Matt Jennings (City of Fargo)
- Original Contract Amount: \$2,228,225.99
- Percent Remaining on Project: 0%
- Project Status: Substantially Complete July 2022
- Project Notes: Remaining items include Traffic Signal Final Inspection to be completed by City of Fargo
- Anticipated Closeout: May 2023

City of West Fargo Wilds 21st 1337 Phase 2

- Owner Representative: Anthony Somerfield (Moore Engineering)
- Original Contract Amount: \$5,985,127.52
- Percent Remaining on Project: 17%
- Project Status: Substantially Complete July 2023
- Project Notes: First Phase Completed Fall 2022, Second Phase complete July 2023.
- Anticipated Closeout: September 2023

City of Fargo BN-22-C1

- Owner Representative: Jason Leonard (City of Fargo)
- Original Contract Amount: \$18,578,544.59
- Percent Remaining on Project: 64%
- Project Status: Substantially Complete September 2023
- Project Notes: None
- Anticipated Closeout: December 2023

City of Moorhead Hamptons 4th Addition

- Owner Representative: Mike Love (Houston Engineering)
- Original Contract Amount: \$2,590,280
- Percent Remaining on Project: 40%
- Project Status: Underground completed Fall 2022, Contract Specified Roadwork can't start until Spring 2023
- Project Notes: Substantial Completion of July 2023
- Anticipated Closeout: September 2023

City of Fargo BN-22-N1

- Owner Representative: Matt Jennings (City of Fargo)
- Original Contract Amount: \$628,992
- Percent Remaining on Project: 4%
- Project Status: Substantially Complete Fall 2022.
- Project Notes: Contract specified completion date of July 2023, but had substantially completed Fall 2022, with only remaining items left to complete is street lighting installation in spring 2023.
- Anticipated Closeout: May 2023

City of Fargo PN-22-M1

- Owner Representative: Jason Satterlund (City of Fargo)
- Original Contract Amount: \$1,454,007.69
- Percent Remaining on Project: 91%
- Project Status: Substantial Completion July 2023
- Project Notes: No Gravel or Paving allowed Fall 2022 per contract.
- Anticipated Closeout: October 2023

City of Relies Acres New Haven Addition

- Owner Representative: Andrew Thill (Lowery Engineering)
- Original Contract Amount: \$4,419,953
- Percent Remaining on Project: 0%
- Project Status: Substantial Completion September 2023
- Project Notes: None
- Anticipated Closeout: December 2023

City of Fargo/NDDOT 32nd Avenue South

- Owner Representative: James Mickelson (Apex Engineering)
- Original Contract Amount: \$19,964,186
- Percent Remaining on Project: 99%
- Project Status: Substantial Completion October 2023
- Project Notes: Bid Summer 2023, couldn't start because of manufacturing delays in large diameter storm sewer until Spring 2023
- Anticipated Closeout: November 2024

City of Fargo BR-23-C1 6th Avenue North

- Owner Representative: Rick Larson (City of Fargo)
- Original Contract Amount: 3,492,319
- Percent Remaining on Project: 100%
- Project Status: Substantial Completion September 2023
- Project Notes: Bid December 2022
- Anticipated Closeout: December 2023

Dakota Underground Organizational Structure

Project: City of Horace 2022-3 Wall Avenue

President

Jeff Johnson	701-219-1040	jeffjohnson@dakotaunderground.net
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Project Managers

Jared Heller	701-306-7523	jared@dakotaunderground.net
Bob Nelson	701-219-1042	bobert@dakotaunderground.net

Office Manager/EEO Officer

Kim Thompson	701-282-9753	kat@dakotaunderground.net
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Erosion Control Supervisor

Jared Heller	701-306-7523	jared@dakotaunderground.net
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Underground Foreman

Brant Hagan	701-219-1044	brant@dakotaunderground.net
Kurt Dwyer	701-219-1054	kurt@dakotaunderground.net
Ben Blanchard	701-361-3233	ben@dakotaundergorund.net
Adam Haskins	701-964-1969	adam@dakotaunderground.net

Earthwork Foreman

Marty Wokash	701-219-1086	marty@dakotaundergorund.net
Adam Endres	701-318-1277	adame@dakotaunderground.net

Concrete Foreman

Dave Johnson	701-219-1048	NA
Chad Davis	701-219-1614	chad@dakotaunderground.net
Tracy Roen	701-219-1064	tracy@dakotaunderground.net

MEMO

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

From: James Dahlman, PE *Jad*

Date: April 17, 2023

Re: Water Improvement District No. 2020-7
Connection to Cass Rural
Project Update
Horace, North Dakota

W20-00-101

The water meter vault was installed by Key Contracting on Wednesday April 12, 2023. Watermain plumbing is ongoing and electrical service will be brought to the meter vault within the next month.

I have attached a picture of the water meter vault on a flatbed trailer prior to installation. That vault is installed below the ground with a staircase access. Once the meter vault is operational, water will come from the tower in the background, through the meter vault and transmitted to the Horace water tower where it will be distributed through the City of Horace.

The exact date of the transition to Cass Rural Water is unknown, all the necessary infrastructure will be complete within the next month. A significant amount of flushing will be required of the existing lines prior to the transition to Cass Rural Water.

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

Thank You

ATTACHMENTS



