



(Updated) Horace City Council Meeting Agenda

Monday, April 3, 2023 – 6:00 pm

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

1. Call to Order
2. Declare Quorum | Pledge
3. Approve Regular Agenda
4. Approve Consent Agenda
 - a. Vendor Invoices
 - b. Pledge Reports
 - c. 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
5. Approval of the City Council Meeting Minutes from March 20, 2023
6. Public Comment
7. Sheriff's Update | Craig Keller & Jake Murray, Cass County Sheriff's Department
8. 64th Ave. S. Roundabout Project | Jim Dahlman, City Engineer & Brenton Holper, City Administrator
 - a. Open House Public Information Meeting
 - i. April 10, 2023, from 5:00 pm to 8:00 pm
 - b. Cost-Share Options
 - i. Discussion & Action
 - c. Removal of Gate
 - i. Discussion & Action
9. Sanitary, Storm and Street Improvement District No. 2022-4 (Wall Avenue – Sheyenne Diversion to Sheyenne River) | Jim Dahlman, City Engineer
 - a. Resident Discussion
 - b. Approve Plans & Specifications
 - i. Discussion & Action
 - c. Direct Auditor to Advertise for Bids
 - i. Discussion & Action
10. Sewer Ordinance | Jim Dahlman, City Engineer
 - a. 1st Reading
 - i. Discussion & Action



11. Water, Sewer, Storm, and Street Improvement District No. 2022-9 (63rd Street – from Wall Avenue to 82nd Avenue) | Jim Dahlman, City Engineer
 - a. Approve Plans & Specifications
 - i. Discussion & Action
 - b. Direct Auditor to Advertise for Bids
 - i. Discussion & Action
12. 856 Harvest Circle | Jace Hellman, Community Development Director
 - a. Variance Application
 - i. Discussion & Action
13. Horace HQ, LLC – Liquor License Application | Brenton Holper, City Administrator
 - a. Discussion & Action
14. Engineering/Public Works Report | Jim Dahlman, City Engineer
 - a. Construction Project Status
15. City Administrator Report | Brenton Holper, City Administrator
 - a. Tax Equalization Meeting Reminder (Monday, April 17, 2023 – 5:30 pm at the Horace Fire Hall Event Center)
 - b. Road Restrictions for Over Dimensional Vehicles (Starting on April 4, 2023)
 - c. Easter Event Recap
16. Portfolio Reports
 - a. Mayor Peterson
 - b. Councilmember Veit
 - c. Councilmember Burkland
 - d. Councilmember Landstrom
 - e. Councilmember Trudeau
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.
 - a. Executive session
 - b. Action after executive session
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.
 - a. Executive session
 - b. Action after executive session
19. Adjourn

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



March 31, 2023

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

RE: Water, Sewer, Storm, and Street
Improvement District No. 2022-11 (Cub
Creek Second Addition)
Horace, ND
ER22-00-137

Dear Mr. Holper:

Attached please find Progressive Estimate No. 3 in the amount of \$1,040,080.41 for work performed by KPH, INC. regarding the above referenced project.

This office has prepared the attached estimate and recommends that the City Council approve the same. After the progressive estimate has been approved, it should be signed by the Mayor and returned to our Horace office for distribution.

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

Yours Very Truly,
INTERSTATE ENGINEERING, INC.

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

James A. Dahlman, PE
JAD/ajh

Attachment

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

**PROGRESSIVE ESTIMATE
OF
WORK COMPLETED**

PROJECT:	<u>Water, Sewer, Storm, and Street</u> <u>Improvement District No. 2022-11</u> <u>Cub Creek Second Addition</u> <u>Horace, ND</u>	ESTIMATE No:	Three (3)
		Final Completion Date:	6/21/2024
		Substantial Completion Date:	10/27/2023
		Milestone 1 Completion Date:	9/1/2023
PROJECT No.:	<u>ER22-00-137</u>	FROM DATE	<u>2/19/2023</u>
LOCATION:	<u>Horace, ND</u>	TO DATE	<u>3/18/2023</u>
CONTRACTOR:	<u>KPH, Inc.</u>	CONTRACT COST	<u>\$17,074,054.35</u>
	<u>9530 39th Street South</u>	STARTING DATE	<u>11/29/2022</u>
	<u>Fargo, North Dakota 58104</u>	TOTAL % WORK COMPLETE	<u>6.9%</u>

TOTAL COSTS TO DATE	<u>\$3,842,520.96</u>
Work Completed	<u>\$1,174,128.25</u>
Material in Storage To Date	<u>\$2,668,392.71</u>
LESS RETAINAGE (10%)	<u>\$384,252.10</u>
TOTAL COSTS DUE	<u>\$3,458,268.86</u>
LESS COSTS PAID IN PREVIOUS ESTIMATES	<u>\$2,418,188.45</u>
NET COST DUE THIS ESTIMATE	<u>\$1,040,080.41</u>

CERTIFICATIONS AND APPROVAL

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

INTERSTATE ENGINEERING, INC.



TITLE: Project Engineer

DATE: 3/28/2023

Certified as to Quantities Complete:

KPH, INC.



TITLE: President

DATE: 3-28-2023

Estimate Approved:

CITY OF HORACE

TITLE: _____

DATE: _____

PROGRESSIVE ESTIMATE No. 3
WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT No. 2022-11
CUB CREEK SECOND ADDITION
HORACE, NORTH DAKOTA

Item No.	Description	Total Units Bid	UNIT	Bid Price Per Unit	Previous Quantities	Current Quantities	Total Quantities Used	Value of Work Installed to Date	Previous Material in Storage	Current Material in Storage	Amount Due
BASE BID											
1	Sanitary Sewer - 8" PVC SDR 26	1,041	LF	\$ 90.00	0.00		0.00	\$ -	\$ 668.67	\$ 668.67	\$ 668.67
2	Sanitary Sewer - 8" PVC SDR 35	8,724	LF	\$ 45.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
3	Sanitary Sewer - 10" PVC SDR 26	700	LF	\$ 65.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
4	Sanitary Sewer Force Main - 6"	869	LF	\$ 45.00	0.00		0.00	\$ -	\$ 749.92	\$ 749.92	\$ 749.92
5	Sanitary Sewer Manhole - 48"	38	EA	\$ 8,100.00	0.00		0.00	\$ -	\$ 188,177.86	\$ 188,177.86	\$ 188,177.86
6	Sanitary Sewer Manhole - 48" Special	1	EA	\$ 22,750.00	0.00		0.00	\$ -	\$ 6,386.16	\$ 6,386.16	\$ 6,386.16
7	Sanitary Sewer Manhole - 72"	1	EA	\$ 14,000.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
8	Sanitary Sewer Televising Riser	8	EA	\$ 750.00	0.00		0.00	\$ -	\$ 740.46	\$ 740.46	\$ 740.46
9	Sanitary Sewer Service - 4" SCH40	10,858	LF	\$ 35.00	0.00		0.00	\$ -	\$ 66,747.92	\$ 66,747.92	\$ 66,747.92
10	Sanitary Sewer Service - 6" PVC SDR26	164	LF	\$ 38.00	0.00		0.00	\$ -	\$ 1,477.31	\$ 1,477.31	\$ 1,477.31
11	Sanitary Sewer Service Connection	222	EA	\$ 350.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
12	Televising - Sanitary Sewer Main	10,465	LF	\$ 2.85	0.00		0.00	\$ -	\$ -	\$ -	\$ -
13	Televising - Sanitary Sewer Service Lateral Launch	222	EA	\$ 160.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
14	Sanitary Sewer Lift Station - General	1	LSUM	\$ 285,000.00	0.00		0.00	\$ -	\$ 42,413.56	\$ 42,413.56	\$ 42,413.56
15	Water Main - Remove	10	LF	\$ 65.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
16	Water Main - 4" PVC C900	100	LF	\$ 40.00	0.00		0.00	\$ -	\$ 723.48	\$ 723.48	\$ 723.48
17	Water Main - 6" PVC C900	294	LF	\$ 44.00	0.00		0.00	\$ -	\$ 4,437.60	\$ 4,437.60	\$ 4,437.60
18	Water Main - 8" PVC C900	10,169	LF	\$ 54.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
19	Water Main - 12" PVC C900	1,615	LF	\$ 85.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
20	Water Main - 16" PVC C900	10	LF	\$ 750.00	0.00		0.00	\$ -	\$ 2,293.10	\$ 2,293.10	\$ 2,293.10
21	Water Main - 12" Horizontal Directional Drilling	750	LF	\$ 145.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
22	Gate Valve & Box - 4"	1	EA	\$ 2,300.00	0.00		0.00	\$ -	\$ 1,173.67	\$ 1,173.67	\$ 1,173.67
23	Gate Valve & Box - 6"	33	EA	\$ 2,600.00	0.00		0.00	\$ -	\$ 46,751.44	\$ 46,751.44	\$ 46,751.44
24	Gate Valve & Box - 8"	34	EA	\$ 3,300.00	0.00		0.00	\$ -	\$ 70,723.89	\$ 70,723.89	\$ 70,723.89
25	Gate Valve & Box - 12"	4	EA	\$ 5,400.00	0.00		0.00	\$ -	\$ 15,267.93	\$ 15,267.93	\$ 15,267.93
26	Hydrant - 6"	33	EA	\$ 6,000.00	0.00		0.00	\$ -	\$ 166,352.92	\$ 166,352.92	\$ 166,352.92
27	Water Service Line - 1"	10,154	LF	\$ 12.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
28	Water Service Connection - 1"	216	EA	\$ 750.00	0.00		0.00	\$ -	\$ 62,252.82	\$ 62,252.82	\$ 62,252.82
29	Culvert - 15" CMP	57	LF	\$ 45.00	0.00		0.00	\$ -	\$ 1,472.83	\$ 1,472.83	\$ 1,472.83
30	Storm Sewer - Remove	444	LF	\$ 19.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
31	Storm Sewer - 4" Perforated PVC	22,881	LF	\$ 10.00	0.00		0.00	\$ -	\$ 663.71	\$ 663.71	\$ 663.71
32	Storm Sewer - 6" HDPE	4,312	LF	\$ 30.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
33	Storm Sewer - 12" Storm Sewer	1,607	LF	\$ 40.00	0.00		0.00	\$ -	\$ 5,359.31	\$ 5,359.31	\$ 5,359.31
34	Storm Sewer - 15" Storm Sewer	3,681	LF	\$ 46.00	0.00		0.00	\$ -	\$ 8,901.00	\$ 8,901.00	\$ 8,901.00
35	Storm Sewer - 18" Storm Sewer	1,166	LF	\$ 52.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
36	Storm Sewer - 24" Storm Sewer	921	LF	\$ 72.00	0.00		0.00	\$ -	\$ 8,032.40	\$ 8,032.40	\$ 8,032.40
37	Storm Sewer - 15" RCP	2,942	LF	\$ 68.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
38	Storm Sewer - 18" RCP	802	LF	\$ 73.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
39	Storm Sewer - 24" RCP	302	LF	\$ 102.00	0.00		0.00	\$ -	\$ 18,804.45	\$ 18,804.45	\$ 18,804.45
40	Storm Sewer - 30" RCP	352	LF	\$ 125.00	0.00		0.00	\$ -	\$ 29,055.20	\$ 29,055.20	\$ 29,055.20
41	Storm Sewer - 36" RCP	632	LF	\$ 165.00	0.00		0.00	\$ -	\$ 77,390.23	\$ 77,390.23	\$ 77,390.23
42	Storm Sewer - 42" RCP	1,546	LF	\$ 235.00	0.00		0.00	\$ -	\$ 283,243.40	\$ 283,243.40	\$ 283,243.40
43	Storm Sewer - 48" RCP	552	LF	\$ 325.00	0.00		0.00	\$ -	\$ 128,095.42	\$ 128,095.42	\$ 128,095.42
44	Storm Sewer - 60" RCP	167	LF	\$ 465.00	0.00		0.00	\$ -	\$ 57,721.58	\$ 57,721.58	\$ 57,721.58
45	Storm Sewer - 66" RCP	306	LF	\$ 575.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
46	Storm Sewer - 72" RCP	1,465	LF	\$ 640.00	0.00		0.00	\$ -	\$ 728,397.66	\$ 728,397.66	\$ 728,397.66
47	Storm Sewer - 4'x18' RCB	120	LF	\$ 2,800.00	0.00		0.00	\$ -	\$ 257,764.78	\$ 257,764.78	\$ 257,764.78
48	Storm Sewer Manhole - 48"	33	EA	\$ 4,300.00	0.00		0.00	\$ -	\$ 84,221.78	\$ 84,221.78	\$ 84,221.78
49	Storm Sewer Manhole - 60"	9	EA	\$ 6,700.00	0.00		0.00	\$ -	\$ 42,169.23	\$ 42,169.23	\$ 42,169.23
50	Storm Sewer Manhole - 72"	8	EA	\$ 10,850.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
51	Storm Sewer Manhole - 84"	4	EA	\$ 19,500.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
52	Storm Sewer Manhole - 96"	1	EA	\$ 21,000.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
53	Storm Sewer Manhole - 108"	2	EA	\$ 37,400.00	0.00		0.00	\$ -	\$ 87,876.69	\$ 87,876.69	\$ 87,876.69
54	Storm Sewer Manhole - Tee	1	EA	\$ 17,800.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
55	Storm Sewer Control Structure - 10'x10'	3	EA	\$ 66,500.00	0.00		0.00	\$ -	\$ 27,398.17	\$ 27,398.17	\$ 27,398.17
56	Storm Sewer Catch Basin - 2' x 3'	72	EA	\$ 4,700.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
57	Storm Sewer Catch Basin - 2' x 6'	3	EA	\$ 9,650.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
58	Storm Sewer Catch Basin - Type A Rear Yard	15	EA	\$ 3,500.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
59	Storm Sewer Catch Basin - Type B Rear Yard	4	EA	\$ 3,500.00	0.00		0.00	\$ -	\$ 28,255.00	\$ 28,255.00	\$ 28,255.00
60	Storm Sewer Valve Box	43	EA	\$ 780.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
61	Flap Gate - 48" RCP	4	EA	\$ 8,200.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
62	Riprap - Remove and Reset	58	CY	\$ 65.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
63	Riprap & Fabric - 18" Class III	1,165	CY	\$ 135.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
64	Common Excavation (P)	9,662	CY	\$ 5.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
65	Borrow Excavation (P)	278,301	CY	\$ 5.25	44,000.00	30,000.00	74,000.00	\$ 388,500.00	\$ -	\$ -	\$ 388,500.00
66	Borrow Excavation - Import (P)	66,568	CY	\$ 5.25	0.00		0.00	\$ -	\$ -	\$ -	\$ -
67	Curb & Gutter - Remove	40	LF	\$ 20.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
68	Concrete Pavement - Remove	80	SY	\$ 12.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
69	Subgrade Preparation	44,872	SY	\$ 2.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
70	Geotextile Fabric - Type R1	44,872	SY	\$ 3.55	0.00		0.00	\$ -	\$ -	\$ -	\$ -
71	Aggregate Base Course - Class 5	10,975	CY	\$ 45.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
72	Aggregate Surface - Class 13	7,545	CY	\$ 46.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
73	Curb & Gutter	22,928	LF	\$ 24.75	0.00		0.00	\$ -	\$ -	\$ -	\$ -

Item No.	Description	Total Units Bid	UNIT	Bid Price Per Unit	Previous Quantities	Current Quantities	Total Quantities Used	Value of Work Installed to Date	Previous Material in Storage	Current Material in Storage	Amount Due
74	Asphalt Paving - 2.5" - Superpave FAA 43	25,915	SY	\$ 16.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
75	Asphalt Paving - 2" - Superpave FAA 43	25,915	SY	\$ 13.50	0.00		0.00	\$ -	\$ -	\$ -	\$ -
76	Concrete Pavement - 6" Reinforced	2,961	SY	\$ 60.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
77	Concrete Pavement - 8" Reinforced	253	SY	\$ 105.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
78	Concrete Pavement - 8" Non-Reinforced	6,877	SY	\$ 90.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
79	Detectable Warning Panel - Cast Iron	477	SF	\$ 59.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
80	Decorative Colored Concrete	594	SY	\$ 150.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
81	Driveway - 7"	155	SY	\$ 82.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
82	Signage	413	SF	\$ 23.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
83	Perforated Tube	542	LF	\$ 27.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
84	Pedestrian Pushbutton & Sign	8	EA	\$ 8,100.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
85	Type III Barricade - Permanent	2	EA	\$ 700.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
86	Traffic Marking - 4" Blue Grooved Epoxy	369	LF	\$ 12.25	0.00		0.00	\$ -	\$ -	\$ -	\$ -
87	Traffic Marking - 4" Yellow Grooved Epoxy	2,448	LF	\$ 4.80	0.00		0.00	\$ -	\$ -	\$ -	\$ -
88	Traffic Marking - 4" Yellow Grooved Plastic	3,603	LF	\$ 6.80	0.00		0.00	\$ -	\$ -	\$ -	\$ -
89	Traffic Marking - 4" White Grooved Plastic	1,431	LF	\$ 6.80	0.00		0.00	\$ -	\$ -	\$ -	\$ -
90	Traffic Marking - 24" White Grooved Plastic	652	LF	\$ 50.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
91	Message - Blue Grooved Epoxy	64	SF	\$ 35.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
92	Message - White Grooved Plastic	124	SF	\$ 36.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
93	Cluster Box Unit - 8 Unit	34	EA	\$ 2,500.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
94	Pedestrian Rail	160	LF	\$ 525.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
95	Mobilization	1	LSUM	\$ 950,000.00	0.25	0.25	0.50	\$ 475,000.00	\$ -	\$ -	\$ 475,000.00
96	Traffic Control	1	LSUM	\$ 5,000.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
97	Topsoil	104,768	CY	\$ 4.40	41,900.00	25,000.00	66,900.00	\$ 294,360.00	\$ -	\$ -	\$ 294,360.00
98	Cleaning	1	LSUM	\$ 24,000.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
99	Storm Water Management	1	LSUM	\$ 5,000.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
100	Stabilized Construction Access	4	EA	\$ 2,250.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
101	Inlet Protection	92	EA	\$ 160.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
102	Rock Check	2	EA	\$ 1,750.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
103	Sedimentation Control Wattle - 9"	375	LF	\$ 3.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
104	Sedimentation Control Fence	1,000	LF	\$ 3.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
105	Seeding - MNDOT MN 25-131	85	ACRE	\$ 1,800.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
106	Hydraulic Mulch	12	ACRE	\$ 1,950.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
107	Straw Mulch	108	ACRE	\$ 405.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
108	Herbicide Weed Control	222	ACRE	\$ 130.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
109	Tree - Small Deciduous	52	EA	\$ 625.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
110	Tree - Large Deciduous	175	EA	\$ 900.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
111	Pond Refill	1	LSUM	\$ 9,000.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
112	Temporary Pumping	1	LSUM	\$ 9,000.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
113	Temporary Legal Drain Crossing	1	LSUM	\$ 15,000.00	1.00		1.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
114	Dry Utility Coordination	1	LSUM	\$ 12,000.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
115	Mobilization - Turf Restoration	2	EA	\$ 375.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
116	Turf Restoration	1,000	SY	\$ 6.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
117	Material Testing	1	All	\$ 150,000.00	0.008455		0.008455	\$ 1,268.25	\$ -	\$ -	\$ 1,268.25
118	Concrete Base - 5'	68	EA	\$ 625.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
119	Concrete Base - 6'	11	EA	\$ 675.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
120	Innerduct - 1.5" PVC	12,490	LF	\$ 5.30	0.00		0.00	\$ -	\$ -	\$ -	\$ -
121	Conductor - #6 USE/Cu.	37,470	LF	\$ 2.15	0.00		0.00	\$ -	\$ -	\$ -	\$ -
122	Light Standard - Single LED and 14' Post	68	EA	\$ 3,750.00	0.00		0.00	\$ -	\$ 116,231.16	\$ 116,231.16	\$ 116,231.16
123	Light Standard - Single LED and 40' Post	11	EA	\$ 4,600.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
124	Feedpoint	1	EA	\$ 10,650.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
125	In Ground Junction Point	6	EA	\$ 1,000.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
126	Sanitary Sewer Lift Station - Electrical	1	LSUM	\$ 50,750.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
ALTERNATE 1 - OPTION B: ASPHALT CASTINGS											
1B-1	Floating Casting	34	EA	\$ 1,550.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
ALTERNATE 2 - OPTION B: CONCRETE SIDEWALK REINFORCEMENT											
2B-1	Sidewalk - 4" Concrete Fiber Reinforcement	3,101	SY	\$ 60.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
2B-2	Sidewalk - 5" Concrete Fiber Reinforcement	9,041	SY	\$ 63.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
2B-3	Sidewalk Curb Ramp - 6" Concrete Fiber Reinforcement	197	SY	\$ 70.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
ALTERNATE 3 - OPTION A: PARK LANDSCAPING											
3A-1	Tree - Large Deciduous	39	EA	\$ 900.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
3A-2	Curb & Gutter - Landscape	795	LF	\$ 55.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
ALTERNATE 3 - OPTION B: POND LANDSCAPING											
3B-1	Tree - Small Deciduous	17	EA	\$ 630.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
3B-2	Tree - Large Deciduous	57	EA	\$ 900.00	0.00		0.00	\$ -	\$ -	\$ -	\$ -
								\$ 1,174,128.25	\$ 2,668,392.71	\$ 2,668,392.71	\$ 3,842,520.96

Base Bid \$ 3,842,520.96
TOTAL DUE TO DATE \$ 3,842,520.96

KPH, INC.
Job Costs Detail
PAY APP #3 - MOH

10:29 AM
03/23/2023
Accrual Basis

Source Name	Date	Num	Amount
22-040 CUB CREEK HORACE			
GRAYBAR	02/07/2023	9330722220 22-040	6,886.79
GRAYBAR	03/14/2023	9331230707 22-040	1,471.25
HANCOCK CONCRETE PRODUCTS LLC	02/24/2023	1805432 22-040	8,784.13
HANCOCK CONCRETE PRODUCTS LLC	02/24/2023	1805457 22-040	8,245.94
HANCOCK CONCRETE PRODUCTS LLC	02/24/2023	1805460 22-040	8,245.94
HANCOCK CONCRETE PRODUCTS LLC	02/24/2023	1805461 22-040	8,245.94
HANCOCK CONCRETE PRODUCTS LLC	02/24/2023	1805462 22-040	8,245.94
HANCOCK CONCRETE PRODUCTS LLC	03/03/2023	1805488 22-040	16,276.47
HANCOCK CONCRETE PRODUCTS LLC	03/03/2023	1805489 22-040	12,127.56
HANCOCK CONCRETE PRODUCTS LLC	03/03/2023	1805490 22-040	17,333.76
HANCOCK CONCRETE PRODUCTS LLC	03/03/2023	1805491 22-040	13,618.04
HANCOCK CONCRETE PRODUCTS LLC	03/03/2023	1805492 22-040	17,517.46
HANCOCK CONCRETE PRODUCTS LLC	03/03/2023	1805493 22-040	12,388.98
HANCOCK CONCRETE PRODUCTS LLC	03/03/2023	1805494 22-040	13,417.71
HANCOCK CONCRETE PRODUCTS LLC	03/03/2023	1805495 22-040	12,881.39
HANCOCK CONCRETE PRODUCTS LLC	03/10/2023	1805501 22-040	14,306.23
HANCOCK CONCRETE PRODUCTS LLC	03/10/2023	1805502 22-040	12,577.29
HANCOCK CONCRETE PRODUCTS LLC	03/10/2023	1805513 22-040	14,621.56
HANCOCK CONCRETE PRODUCTS LLC	03/10/2023	1805514 22-040	15,602.36
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805555 22-040	43,565.86
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805556 22-040	15,739.40
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805557 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805558 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805559 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805560 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805561 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805562 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805563 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805564 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805565 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805566 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805567 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805568 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805569 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805570 22-040	11,428.88
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805571 22-040	7,619.26
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805572 22-040	15,417.97
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805573 22-040	15,417.97
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805574 22-040	11,809.31
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805576 22-040	9,338.91
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805577 22-040	9,111.44

Source Name	Date	Num	Amount
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805578 22-040	9,692.97
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805579 22-040	12,528.23
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805580 22-040	11,421.66
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805581 22-040	21,473.85
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805582 22-040	20,942.08
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805583 22-040	17,625.16
HANCOCK CONCRETE PRODUCTS LLC	03/17/2023	1805584 22-040	16,413.94
TRUENORTH STEEL	03/13/2023	FP0000023325 22-040	28,255.00
TRUENORTH STEEL	03/17/2023	FP0000023327 22-040	1,472.83
Total 22-040 CUB CREEK HORACE			650,644.90
TOTAL			<u>\$ 650,644.90</u>

PAY APP #3 - MOH 3-18-2023

BID ITEM #

5	102,679.98
14	40,671.55
29	1,472.83
40	8,784.13
44	32,983.76
47	257,764.78
48	24,670.74
49	42,169.23
53	87,876.69
55	14,958.17
59	28,255.00
122	8,358.04
	<u>\$ 650,644.90</u>



2805 3RD AVE N
FARGO ND 58102-4020

INVOICE

Invoice Questions Please Call or Email

701-298-2000 or ARQuestions@graybar.com


Invoice No: 9330722220
Invoice Date: 02/07/2023
Account Number: JP9017916
Account Name: SCOTT'S ELE : CUB CREEK 2ND ADD

Remit Payments To:

GRAYBAR ELECTRIC COMPANY, INC.
12437 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0124

SCOTT'S ELECTRIC INC
PO BOX 505
WAHPETON ND 58074-0505

Ship to:
SCOTT'S ELE : CUB CREEK 2ND ADD
CUB CREEK 2ND ADD : SCOTT'S ELE
671 6TH ST S
WAHPETON ND 58075-4811

PO #: 22593-01					SO#: 380926254	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
0380926254			02/01/2023	FACTORY		
Ordered by: Scott Meyer						
Quantity	Catalog # / Description			Unit Price / Unit	Amount	
1	HOLOPHANE LOT SHIP ON 2/1 HOLOPHANE / ACUITY BRANDS			6436.25 / 1	#	6,436.25
	Consisting of:					
11	ATB0 P453 MVOLT R3 BK NR HOLOPHANE / ACUITY BRANDS Item/Type: B					
 Date: 02/07/2023 Qty: 22593-16500						
<div>PAY INVOICES QUICKLY and EASILY ONLINE! Use our customer portal for all your account needs. Make payments, obtain invoice copies, find proof of deliveries and more! Registering is easy. Contact your local branch or visit billpay.graybar.com to sign up.</div>						
# Indicates Taxable Item						
Terms of Payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.				Sub Total Freight Handling Tax Total Due Cash Discount (if paid within terms)		6,436.25 0.00 0.00 450.54 6,886.79 -64.36

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM.



2805 3RD AVE N
FARGO ND 58102-4020

INVOICE

Invoice Questions Please Call or Email

701-298-2000 or ARQuestions@graybar.com

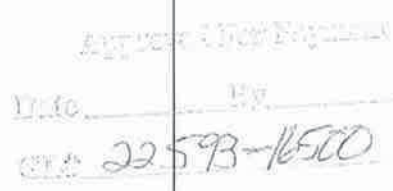

Invoice No: 9331230707
Invoice Date: 03/14/2023
Account Number: JP9017916
Account Name: SCOTT'S ELE : CUB CREEK 2ND ADD

Remit Payments To:

GRAYBAR ELECTRIC COMPANY, INC.
12437 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0124

SCOTT'S ELECTRIC INC
PO BOX 505
WAHPETON ND 58074-0505

Ship to:
SCOTT'S ELE : CUB CREEK 2ND ADD
CUB CREEK 2ND ADD : SCOTT'S ELE
671 6TH ST S
WAHPETON ND 58075-4811

PO #: 22593-01						SO#: 380926254	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
0380926254			01/26/2023	FACTORY			
Ordered by: Scott Meyer							
Quantity	Catalog # / Description			Unit Price / Unit		Amount	
11	SB-100-12-2 BLACK MTG ARM TYPE B UTILITY METALS			125.00 / 1		#	1,375.00
							
 PAY INVOICES QUICKLY and EASILY ONLINE! Use our customer portal for all your account needs. Make payments, obtain invoice copies, find proof of deliveries and more! Registering is easy. Contact your local branch or visit billpay.graybar.com to sign up.							
# Indicates Taxable Item							
Terms of Payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.				Sub Total		1,375.00	
				Freight		0.00	
				Handling		0.00	
				Tax		96.25	
				Total Due		1,471.25	
				Cash Discount (if paid within terms)		-13.75	

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM.

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805432

Invoice Date: 2/24/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#40

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183765	Net 30 Days	2/24/2023	Jon L. Minke	Jesse

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 RCP 30 CL3	661283 132.04	R030E-CL3B8NT RCP,30",MN-R4,CL3,B,8FT	13.00 EA	104.00 FT	\$78.5700 FT	\$8,171.28
22-4150 RCP 30 CL3	661283 133.04	84-00340 GSK,30",TSS,R4,C443,839131 30 PER BX, 450 PER PALLET	13.00 EA	13.00 EA	\$0.0000 EA	

Keyed
to
Qbks

Keyd to
Quote
Tieout

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

EFL

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$8,171.28
Sales Tax	\$612.85
Total	USD \$8,784.13

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805457

Invoice Date: 2/24/2023

Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#44

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183806	Net 30 Days	2/24/2023	Jon L. Minke	Steven Koehl

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 FES-02	661283 15.04	R060E-CL3C8NT RCP,60",MN-R4,CL3,C,8FT	3.00 EA	24.00 FT	\$319.6100 FT	\$7,670.64
22-4150 FES-02	661283 20.04	84-01576 GSK,60",TSS,R4,C443,839059 10 PER BX, 150 PER PALLET	3.00 EA	3.00 EA	\$0.0000 EA	

Keyed
to
Qbks

Keyd to
Quote
Tieout

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

EFC ✓

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BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales Amount	USD \$7,670.64
Sales Tax	\$575.30
Total	USD \$8,245.94

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805460

Invoice Date: 2/24/2023
 Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#44

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183818	Net 30 Days	2/24/2023	Jon L. Minke	Steven Koehl

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 FES-02	661283 15.05	R060E-CL3C8NT RCP,60",MN-R4,CL3,C,8FT	3.00 EA	24.00 FT	\$319.6100 FT	\$7,670.64
22-4150 FES-02	661283 20.05	84-01576 GSK,60",TSS,R4,C443,839059 10 PER BX, 150 PER PALLET	3.00 EA	3.00 EA	\$0.0000 EA	

Keyed to Qbks

Keyd to Quote Tieout

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

EFLV

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales Amount	USD \$7,670.64
Sales Tax	\$575.30
Total	USD \$8,245.94

22-040


Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805461

Invoice Date: 2/24/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#44

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183819	Net 30 Days	2/24/2023	Jon L. Minke	Steven Koehl

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 FES-02	661283 15.00	R060E-CL3C8NT RCP,60",MN-R4,CL3,C,8FT	3.00 EA	24.00 FT	\$319.6100 FT	\$7,670.64
22-4150 FES-02	661283 20.06	84-01576 GSK,60",TSS,R4,C443,839059 10 PER BX, 150 PER PALLET	3.00 EA	3.00 EA	\$0.0000 EA	

 Keyed
to
Qbks

 Keyd to
Quote
Tieout

EFC

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$7,670.64
Sales Tax	\$575.30
Total	USD \$8,245.94

22-040


Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805462

Invoice Date: 2/24/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#44

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183820	Net 30 Days	2/24/2023	Jon L. Minke	Steven Koehl

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 FES-02	661283 16.00	R060E-CL3C8 RCP,60",MN-R4,CL3,C,8FT,TIED	2.00 EA	16.00 FT	\$319.6100 FT	\$5,113.76
22-4150 FES-02	661283 17.00	R060T-CL3C8EM RCP,60",TRAN,CL3,C,8FT,M	1.00 EA	8.00 FT	\$319.6100 FT	\$2,556.88
22-4150 FES-02	661283 20.07	84-01576 GSK,60",TSS,R4,C443,839059 10 PER BX, 150 PER PALLET	3.00 EA	3.00 EA	\$0.0000 EA	

 Keyed
to
Qbks

 Keyed to
Quote
Tieout

EFL

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$7,670.64
Sales Tax	\$575.30
Total	USD \$8,245.94

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805488

Invoice Date: 3/3/2023

Page: 2

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#5

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183868	Net 30 Days	3/3/2023	Jon L. Minke	Shannon

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
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Keyd to
Quote
Tieout

Keyed
to
Qbks

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

EFL✓

Authorized Signature and Date

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$15,140.88
Sales Tax	\$1,135.59
Total	USD \$16,276.47



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805488

Invoice Date: 3/3/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183868	Net 30 Days	3/3/2023	Jon L. Minke	Shannon

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-04	662375 35.00	M048R-5.00C MH,48",RISER,5.00FT,COAT	1.00 EA	5.00 FT	\$296.8800 FT	\$1,484.40
22-4150 S-05	662375 44.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-05	662375 45.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-05	662375 46.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-06	662375 53.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-06	662375 54.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-24	662375 159.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-38	662375 242.00	M048R-5.00C MH,48",RISER,5.00FT,COAT	1.00 EA	5.00 FT	\$296.8800 FT	\$1,484.40
22-4150 S-39	662375 247.00	M048R-5.00C MH,48",RISER,5.00FT,COAT	1.00 EA	5.00 FT	\$296.8800 FT	\$1,484.40

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805489

Invoice Date: 3/3/2023

Page: 1

BILL TO:
 130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#5

SHIP TO:
 442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183869	Net 30 Days	3/3/2023	Derek Gausman	Boom Truck

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-07	662375 60.20	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-25	662375 166.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-27	662375 177.00	M048R-4.00C MH,48",RISER,4.00FT,COAT	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52
22-4150 S-29	662375 188.00	M048R-4.00C MH,48",RISER,4.00FT,COAT	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52
22-4150 S-34	662375 216.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-36	662375 229.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-37	662375 237.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28

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Keyd to Quote Tieout

EFLV

Please provide your Invoice Number or Account Number on your payment. Thank you.		Sales Amount	USD \$11,281.44
BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST. Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244			Sales Tax \$846.12
			Total USD \$12,127.56

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805490

Invoice Date: 3/3/2023

Page: 2

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#5

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183874	Net 30 Days	3/3/2023	Jon L. Minke	Shannon

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-22	662375 144.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-22	662375 145.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32
22-4150 S-24	662375 155.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-24	662375 156.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	3.00 EA	3.00 EA	\$0.0000 EA	
22-4150 S-24	662375 157.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-24	662375 158.00	M048R-3.00C MH,48",RISER,3.00FT,COAT	1.00 EA	3.00 FT	\$296.8800 FT	\$890.64
22-4150 S-24	662375 160.00	M048V-4.00E27C MH,48",E-CONE,4.00FT,COATED	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52

EFLV

Keyed
to
Qbks

Keyd to
Quote
Tieout

Please provide your Invoice Number or Account Number on your payment. Thank you.		Sales Amount	USD
BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.			\$16,124.44
Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244		Sales Tax	\$1,209.32
		Total	USD \$17,333.76



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805490

Invoice Date: 3/3/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183874	Net 30 Days	3/3/2023	Jon L. Minke	Shannon

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-01	662375 2.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-01	662375 3.00	84-00219 BOOT,MH,14"HOLE,PSX,DD,14M, (1) 188,PIPE,OD,9.75"-11.10"	2.00 EA	2.00 EA	\$220.1600 EA	\$440.32
22-4150 S-01	662375 4.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	4.00 EA	4.00 EA	\$0.0000 EA	
22-4150 S-01	662375 5.00	84-00982 MH,ADJ-BLOCK,HORSESHOE,6" 20 per pallet	12.00 EA	12.00 EA	\$0.0000 EA	
22-4150 S-01	662375 6.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-01	662375 7.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32
22-4150 S-01	662375 8.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-01	662375 9.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-01	662375 10.00	M048V-4.00E27C MH,48",E-CONE,4.00FT,COATED	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52
22-4150 S-01	662375 11.00	M-DROP-08SDR35 MH,DROP,8"SDR35,ELBOW	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 S-18	662375 124.00	M048V-4.00E27C MH,48",E-CONE,4.00FT,COATED	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52
22-4150 S-19	662375 129.00	M048V-4.00E27C MH,48",E-CONE,4.00FT,COATED	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52
22-4150 S-21	662375 139.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32
22-4150 S-22	662375 142.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-22	662375 143.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	3.00 EA	3.00 EA	\$0.0000 EA	

22-040



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805491

Invoice Date: 3/3/2023

Page: 2

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#5

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183876	Net 30 Days	3/3/2023	Jon L. Minke	Boom Truck

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-28	662375 179.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-28	662375 180.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	3.00 EA	3.00 EA	\$0.0000 EA	
22-4150 S-28	662375 181.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-28	662375 182.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32
22-4150 S-28	662375 183.00	M048R-2.00C MH,48",RISER,2.00FT,COAT	1.00 EA	2.00 FT	\$296.8800 FT	\$593.76
22-4150 S-29	662375 185.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-29	662375 186.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	2.00 EA	2.00 EA	\$0.0000 EA	
22-4150 S-29	662375 187.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76

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Quote
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to
Qbks

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS. AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales
AmountUSD
\$12,667.96

Sales Tax

\$950.08

Total

USD
\$13,618.04



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805491

Invoice Date: 3/3/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183876	Net 30 Days	3/3/2023	Jon L. Minke	Boom Truck

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-25	662375 161.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-25	662375 162.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	4.00 EA	4.00 EA	\$0.0000 EA	
22-4150 S-25	662375 163.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-25	662375 164.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32
22-4150 S-25	662375 165.00	M048R-2.00C MH,48",RISER,2.00FT,COAT	1.00 EA	2.00 FT	\$296.8800 FT	\$593.76
22-4150 S-25	662375 167.00	M048V-4.00E27C MH,48",E-CONE,4.00FT,COATED	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52
22-4150 S-26	662375 168.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	1.00 EA	1.00 EA	\$211.6000 EA	\$211.60
22-4150 S-26	662375 169.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	3.00 EA	3.00 EA	\$0.0000 EA	
22-4150 S-26	662375 170.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-26	662375 171.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32
22-4150 S-26	662375 172.00	M048R-2.00C MH,48",RISER,2.00FT,COAT	1.00 EA	2.00 FT	\$296.8800 FT	\$593.76
22-4150 S-27	662375 174.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-27	662375 175.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	2.00 EA	2.00 EA	\$0.0000 EA	
22-4150 S-27	662375 176.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76

22-040



Hancock Concrete Products LLC
Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805492

Invoice Date: 3/3/2023
 Page: 3

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#5

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183884	Net 30 Days	3/3/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
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Keyed
to
Qbks

Keyd to
Quote
Tieout

EFLV

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales Amount	USD \$16,295.31
Sales Tax	\$1,222.15
Total	USD \$17,517.46



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805492

Invoice Date: 3/3/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183884	Net 30 Days	3/3/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-15	662375 102.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	5.00 EA	5.00 EA	\$211.6000 EA	\$1,058.00
22-4150 S-15	662375 103.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	3.00 EA	3.00 EA	\$0.0000 EA	
22-4150 S-15	662375 104.00	84-00982 MH,ADJ-BLOCK,HORSESHOE,6" 20 per pallet	5.00 EA	5.00 EA	\$0.0000 EA	
22-4150 S-15	662375 105.00	M048N-3.08IC MIB,48",3.08FT,INV,COATED	1.00 EA	1.00 EA	\$1,612.3900 EA	\$1,612.39
22-4150 S-15	662375 106.00	M048R-1.00C MH,48",RISER,1.00FT,COAT	1.00 EA	1.00 FT	\$296.8800 FT	\$296.88
22-4150 S-15	662375 107.20	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-15	662375 109.00	M-DROP-08SDR35 MH,DROP,8"SDR35,ELBOW	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 S-30	662375 190.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-30	662375 191.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	3.00 EA	3.00 EA	\$0.0000 EA	
22-4150 S-30	662375 192.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-30	662375 193.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32
22-4150 S-30	662375 194.00	M048R-3.00C MH,48",RISER,3.00FT,COAT	1.00 EA	3.00 FT	\$296.8800 FT	\$890.64
22-4150 S-31	662375 196.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-31	662375 197.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	3.00 EA	3.00 EA	\$0.0000 EA	
22-4150	662375	M048N-2.00IC	1.00	1.00	\$1,291.7600	\$1,291.76



Hancock Concrete Products LLC
Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805492

Invoice Date: 3/3/2023

Page: 2

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183884	Net 30 Days	3/3/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
S-31	198.00	MIB,48",2.00FT,INV,COATED CUSTOM	EA	EA	EA	
22-4150 S-31	662375 199.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32
22-4150 S-31	662375 200.00	M048R-3.00C MH,48",RISER,3.00FT,COAT	1.00 EA	3.00 FT	\$296.8800 FT	\$890.64
22-4150 S-32	662375 202.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-32	662375 203.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	3.00 EA	3.00 EA	\$0.0000 EA	
22-4150 S-32	662375 204.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-32	662375 205.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32
22-4150 S-32	662375 206.00	M048R-2.00C MH,48",RISER,2.00FT,COAT	1.00 EA	2.00 FT	\$296.8800 FT	\$593.76
22-4150 S-33	662375 208.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	1.00 EA	1.00 EA	\$211.6000 EA	\$211.60
22-4150 S-33	662375 209.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	2.00 EA	2.00 EA	\$0.0000 EA	
22-4150 S-33	662375 210.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-33	662375 211.00	M048R-4.00C MH,48",RISER,4.00FT,COAT	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805493

Invoice Date: 3/3/2023

Page: 2

BILL TO:

130623
KPH, Inc.
9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

#5

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183885	Net 30 Days	3/3/2023	Jon L. Minke	Tristan

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-36	662375 232.00	M-DROP-08SDR35 MH,DROP,8"SDR35,ELBOW	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 S-37	662375 233.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M,(1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-37	662375 234.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	3.00 EA	3.00 EA	\$0.0000 EA	
22-4150 S-37	662375 235.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-37	662375 236.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32

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Qbks

Keyd to
Quote
Ticout

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Please provide your Invoice Number or Account Number on your payment. Thank you. BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST. Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244	Sales Amount	USD \$11,524.64
	Sales Tax	\$864.34
	Total	USD \$12,388.98



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805493

Invoice Date: 3/3/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183885	Net 30 Days	3/3/2023	Jon L. Minke	Tristan

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-34	662375 213.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-34	662375 214.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	2.00 EA	2.00 EA	\$0.0000 EA	
22-4150 S-34	662375 215.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-35	662375 218.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-35	662375 219.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	3.00 EA	3.00 EA	\$0.0000 EA	
22-4150 S-35	662375 220.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-35	662375 221.00	M048R-1.50C MH,48",RISER,1.50FT,COAT	1.00 EA	1.50 FT	\$296.8800 FT	\$445.32
22-4150 S-35	662375 222.00	M048R-4.00C MH,48",RISER,4.00FT,COAT	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52
22-4150 S-36	662375 224.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	3.00 EA	3.00 EA	\$211.6000 EA	\$634.80
22-4150 S-36	662375 225.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	4.00 EA	4.00 EA	\$0.0000 EA	
22-4150 S-36	662375 226.00	84-00982 MH,ADJ-BLOCK,HORSESHOE,6" 20 per pallet	11.00 EA	11.00 EA	\$0.0000 EA	
22-4150 S-36	662375 227.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-36	662375 228.00	M048R-2.00C MH,48",RISER,2.00FT,COAT	1.00 EA	2.00 FT	\$296.8800 FT	\$593.76
22-4150 S-36	662375 230.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28

22-040



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805494

Invoice Date: 3/3/2023

Page: 2

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#5

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183886	Net 30 Days	3/3/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-40	662375 250.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	2.00 EA	2.00 EA	\$0.0000 EA	
22-4150 S-40	662375 251.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-40	662375 252.00	M048R-4.00C MH,48",RISER,4.00FT,COAT	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52

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to
Qbks

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Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales
AmountUSD
\$12,481.60

Sales Tax

\$936.11

Total

USD
\$13,417.71



Hancock Concrete Products LLC
Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805494

Invoice Date: 3/3/2023

Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183886	Net 30 Days	3/3/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 S-04	662375 30.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-04	662375 31.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	5.00 EA	5.00 EA	\$0.0000 EA	
22-4150 S-04	662375 32.00	84-00982 MH,ADJ-BLOCK,HORSESHOE,6" 20 per pallet	33.00 EA	33.00 EA	\$0.0000 EA	
22-4150 S-04	662375 34.00	M048R-4.00C MH,48",RISER,4.00FT,COAT	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52
22-4150 S-04	662375 36.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-04	662375 37.00	M048R-6.00C MH,48",RISER,6.00FT,COAT	1.00 EA	6.00 FT	\$296.8800 FT	\$1,781.28
22-4150 S-04	662375 38.00	M048V-4.00E27C MH,48",E-CONE,4.00FT,COATED	1.00 EA	4.00 FT	\$296.8800 FT	\$1,187.52
22-4150 S-38	662375 239.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-38	662375 240.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	2.00 EA	2.00 EA	\$0.0000 EA	
22-4150 S-38	662375 241.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-39	662375 244.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	2.00 EA	2.00 EA	\$211.6000 EA	\$423.20
22-4150 S-39	662375 245.00	84-00349 GSK,48",TSS,R2,C443,839058 MH 185 PROFILE,12/BX,180/PALLET	2.00 EA	2.00 EA	\$0.0000 EA	
22-4150 S-39	662375 246.00	M048N-2.00IC MIB,48",2.00FT,INV,COATED CUSTOM	1.00 EA	1.00 EA	\$1,291.7600 EA	\$1,291.76
22-4150 S-40	662375 249.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	1.00 EA	1.00 EA	\$211.6000 EA	\$211.60

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805495

Invoice Date: 3/3/2023

Page: 2

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

Item #s
#40/49/55

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183887	Net 30 Days	3/3/2023	Jon L. Minke	Tristan

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
M-39	410.00	MH,48",RISER,4.50FT	EA	FT	FT	
22-4150	662377	M060C-07208-27E	1.00	1.00	\$863.9700	\$863.97
M-49	442.00	MH,60",COVER,72"X8",27"ECC	EA	EA	EA	

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

EFLV

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to
Qbks

Keyd to
Quote
Teout

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$11,982.67
Sales Tax	\$898.72
Total	USD \$12,881.39



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805495

Invoice Date: 3/3/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183887	Net 30 Days	3/3/2023	Jon L. Minke	Tristan

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 CB-08	662377 23.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-08	662377 24.00	MCB-3X2-5.50 CB,3X2,5.50FT	1.00 EA	5.50 FT	\$280.5100 FT	\$1,542.81
22-4150 CB-08	662377 25.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 CB-09	662377 26.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-09	662377 27.00	MCB-3X2-5.00 CB,3X2,5.00FT	1.00 EA	5.00 FT	\$280.5100 FT	\$1,402.55
22-4150 CB-09	662377 28.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 CB-13	662377 38.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-13	662377 39.00	MCB-3X2-5.50 CB,3X2,5.50FT	1.00 EA	5.50 FT	\$280.5100 FT	\$1,542.81
22-4150 CB-13	662377 40.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 CB-14	662377 41.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-14	662377 42.00	MCB-3X2-5.50 CB,3X2,5.50FT	1.00 EA	5.50 FT	\$280.5100 FT	\$1,542.81
22-4150 CB-14	662377 43.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 M-39	662377 408.00	M048B-06406 MH,48",BASE,64"X6"	1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-39	662377 409.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150	662377	M048R-4.50	1.00	4.50	\$210.2200	\$945.99

#55

#40



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

22-040
INVOICE: 1805501

Invoice Date: 3/10/2023
Page: 2

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#48/#49

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183888	Net 30 Days	3/10/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
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Keyd to
Quote
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Keyed
to
Qbks

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.


Authorized Signature and Date

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$13,308.12
Sales Tax	\$998.11
Total	USD \$14,306.23



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805501

Invoice Date: 3/10/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183888	Net 30 Days	3/10/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 M-11	662377 322.00	84-00894 GSK,60",TSS,R2,SF,C443,839060 10 PER BX	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 M-11	662377 323.00	M060B-07808 MH,60",BASE,78"X8"	1.00 EA	1.00 EA	\$1,112.3700 EA	\$1,112.37
22-4150 M-11	662377 324.00	M060C-07208-27E MH,60",COVER,72"X8",27"ECC	1.00 EA	1.00 EA	\$863.9700 EA	\$863.97
22-4150 M-11	662377 325.00	M060R-2.00 MH,60",RISER,2.00FT	1.00 EA	2.00 FT	\$372.7800 FT	\$745.56
22-4150 M-11	662377 326.00	M060R-7.00 MH,60",RISER,7.00FT	1.00 EA	7.00 FT	\$372.7800 FT	\$2,609.46
22-4150 M-42	662377 417.00	M048B-06406 MH,48",BASE,64"X6"	1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-42	662377 418.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150 M-42	662377 419.00	M048R-5.00 MH,48",RISER,5.00FT	1.00 EA	5.00 FT	\$210.2200 FT	\$1,051.10
22-4150 M-44	662377 423.00	M048B-06406 MH,48",BASE,64"X6"	1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-44	662377 424.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150 M-44	662377 425.00	M048R-4.50 MH,48",RISER,4.50FT	1.00 EA	4.50 FT	\$210.2200 FT	\$945.99
22-4150 M-45	662377 426.00	M048B-06406 MH,48",BASE,64"X6"	1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-45	662377 427.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150 M-45	662377 428.00	M048R-6.00 MH,48",RISER,6.00FT	1.00 EA	6.00 FT	\$210.2200 FT	\$1,261.32
22-4150 M-46	662377 429.00	M048B-06406 MH,48",BASE,64"X6"	1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-46	662377 430.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150 M-46	662377 431.00	M048R-4.50 MH,48",RISER,4.50FT	1.00 EA	4.50 FT	\$210.2200 FT	\$945.99

#49

#4B

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805502

Invoice Date: 3/10/2023

Page: 2

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#48
#49

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183889	Net 30 Days	3/10/2023	Jon L. Minke	Tristan

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
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Keyd to
Quote
Tieout

Keyed
to
Qbks

EFLV

<p>Please provide your Invoice Number or Account Number on your payment. Thank you.</p> <p>BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.</p> <p>Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244</p>	Sales Amount	USD \$11,699.79
	Sales Tax	\$877.50
	Total	USD \$12,577.29



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805502

Invoice Date: 3/10/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#49

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183889	Net 30 Days	3/10/2023	Jon L. Minke	Tristan

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 M-48	662377 435.00	84-00894 GSK,60",TSS,R2,SF,C443,839060 10 PER BX	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 M-48	662377 436.00	M060B-07808 MH,60",BASE,78"X8"	1.00 EA	1.00 EA	\$1,112.3700 EA	\$1,112.37
22-4150 M-48	662377 437.00	M060C-07208-27E MH,60",COVER,72"X8",27"ECC	1.00 EA	1.00 EA	\$863.9700 EA	\$863.97
22-4150 M-48	662377 438.00	M060R-2.00 MH,60",RISER,2.00FT	1.00 EA	2.00 FT	\$372.7800 FT	\$745.56
22-4150 M-48	662377 439.00	M060R-6.50 MH,60",RISER,6.50FT	1.00 EA	6.50 FT	\$372.7800 FT	\$2,423.07
22-4150 M-49	662377 440.00	84-00894 GSK,60",TSS,R2,SF,C443,839060 10 PER BX	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 M-49	662377 441.00	M060B-07808 MH,60",BASE,78"X8"	1.00 EA	1.00 EA	\$1,112.3700 EA	\$1,112.37
22-4150 M-49	662377 443.00	M060R-1.00 MH,60",RISER,1.00FT	1.00 EA	1.00 FT	\$372.7800 FT	\$372.78
22-4150 M-49	662377 444.00	M060R-7.50 MH,60",RISER,7.50FT	1.00 EA	7.50 FT	\$372.7800 FT	\$2,795.85
22-4150 M-50	662377 445.00	84-01475 BOOT,MH,12"HOLE,PSX,DD,12Y, (1) 128,PIPE,OD,5.70"-6.90"	2.00 EA	2.00 EA	\$192.3700 EA	\$384.74
22-4150 M-50	662377 446.00	M048B-06406 MH,48",BASE,64"X6"	1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-50	662377 447.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150 M-50	662377 448.00	M048R-4.50 MH,48",RISER,4.50FT	1.00 EA	4.50 FT	\$210.2200 FT	\$945.99

#49

#48

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805513

Invoice Date: 3/10/2023

Page: 2

BILL TO:

130623
KPH, Inc.
9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

#48/55

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183937	Net 30 Days	3/10/2023	Jon L. Minke	Tristan

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 CB-21	662377 64.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	#55 1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 M-43	662377 420.00	M048B-06406 MH,48",BASE,64"X6"	#48 1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-43	662377 421.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	I 1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150 M-43	662377 422.00	M048R-4.50 MH,48",RISER,4.50FT	I 1.00 EA	4.50 FT	\$210.2200 FT	\$945.99

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to
Qbks

Keyd to
Quote
Tieout

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

IFLV

Please provide your Invoice Number or Account Number on your payment. Thank you. BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS . AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST. Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244	Sales Amount	USD \$13,601.43
	Sales Tax	\$1,020.13
	Total	USD \$14,621.56



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805513

Invoice Date: 3/10/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183937	Net 30 Days	3/10/2023	Jon L. Minke	Tristan

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 CB-17	662377 50.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-17	662377 51.00	MCB-3X2-5.50 CB,3X2,5.50FT	1.00 EA	5.50 FT	\$280.5100 FT	\$1,542.81
22-4150 CB-17	662377 52.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 CB-18	662377 53.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-18	662377 54.00	MCB-3X2-5.50 CB,3X2,5.50FT	1.00 EA	5.50 FT	\$280.5100 FT	\$1,542.81
22-4150 CB-18	662377 55.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 CB-19	662377 56.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-19	662377 57.00	MCB-3X2-5.50 CB,3X2,5.50FT	1.00 EA	5.50 FT	\$280.5100 FT	\$1,542.81
22-4150 CB-19	662377 58.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 CB-20	662377 59.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-20	662377 60.00	MCB-3X2-5.50 CB,3X2,5.50FT	1.00 EA	5.50 FT	\$280.5100 FT	\$1,542.81
22-4150 CB-20	662377 61.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 CB-21	662377 62.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-21	662377 63.00	MCB-3X2-5.50 CB,3X2,5.50FT	1.00 EA	5.50 FT	\$280.5100 FT	\$1,542.81

#55

22040



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805514

Invoice Date: 3/10/2023
Page: 2

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#48
d. #49

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183938	Net 30 Days	3/10/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
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M-52	456.00	MH,48",RISER,4.50FT	EA	FT	FT	
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Keyed
to
Qbks

<p>Please provide your Invoice Number or Account Number on your payment. Thank you.</p> <p>BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.</p> <p>Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244</p>	Sales Amount	USD \$14,513.81
	Sales Tax	\$1,088.55
	Total	USD \$15,602.36

**Hancock Concrete Products LLC**

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805514

Invoice Date: 3/10/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com**SHIP TO:**

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
183938	Net 30 Days	3/10/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 M-12	662377 327.00	M060B-07808 MH,60",BASE,78"X8"	1.00 EA	1.00 EA	\$1,112.3700 EA	\$1,112.37
22-4150 M-12	662377 328.00	M060C-07208-27E MH,60",COVER,72"X8",27"ECC	1.00 EA	1.00 EA	\$863.9700 EA	\$863.97
22-4150 M-12	662377 329.00	M060R-5.50 MH,60",RISER,5.50FT	1.00 EA	5.50 FT	\$372.7800 FT	\$2,050.29
22-4150 M-13	662377 330.00	M060B-07808 MH,60",BASE,78"X8"	1.00 EA	1.00 EA	\$1,112.3700 EA	\$1,112.37
22-4150 M-13	662377 331.00	M060C-07208-27E MH,60",COVER,72"X8",27"ECC	1.00 EA	1.00 EA	\$863.9700 EA	\$863.97
22-4150 M-13	662377 332.00	M060R-5.00 MH,60",RISER,5.00FT	1.00 EA	5.00 FT	\$372.7800 FT	\$1,863.90
22-4150 M-47	662377 432.00	M048B-06406 MH,48",BASE,64"X6"	1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-47	662377 433.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150 M-47	662377 434.00	M048R-5.50 MH,48",RISER,5.50FT	1.00 EA	5.50 FT	\$210.2200 FT	\$1,156.21
22-4150 M-51	662377 449.00	84-01475 BOOT,MH,12"HOLE,PSX,DD,12Y, (1) 128,PIPE,OD,5.70"-6.90"	2.00 EA	2.00 EA	\$192.3700 EA	\$384.74
22-4150 M-51	662377 450.00	M048B-06406 MH,48",BASE,64"X6"	1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-51	662377 451.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150 M-51	662377 452.00	M048R-4.50 MH,48",RISER,4.50FT	1.00 EA	4.50 FT	\$210.2200 FT	\$945.99
22-4150 M-52	662377 453.00	84-01475 BOOT,MH,12"HOLE,PSX,DD,12Y, (1) 128,PIPE,OD,5.70"-6.90"	2.00 EA	2.00 EA	\$192.3700 EA	\$384.74
22-4150 M-52	662377 454.00	M048B-06406 MH,48",BASE,64"X6"	1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-52	662377 455.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150	662377	M048R-4.50	1.00	4.50	\$210.2200	\$945.99

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805555

Invoice Date: 3/17/2023

Page: 2

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184000	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
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 Keyed to Qbks

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

EFLV

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS. AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales Amount	USD \$40,526.39
Sales Tax	\$3,039.47
Total	USD \$43,565.86



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805555

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184000	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 4.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT HOLE	1.00 EA	6.00 FT	\$935.7900 FT	\$5,614.76
22-4150 9x4 CL2 HORACE	662320 5.00	84-00549 MASTIC,1",CS-102,BX=116' 14.5FT/RL / 40BXS PER PALLET	10.00 EA	10.00 RL	\$0.0000 RL	
22-4150 9x4 CL2 HORACE	662320 6.00	84-01074 CONWRAP,CS-212,24"WX0.065"TH 50'/BOX	17.00 RL	34.00 BX	\$186.0300 BX	\$6,324.85
22-4150 9x4 CL2 HORACE	662320 7.00	84-00140 CONWRAP,PRIMER,ADHESIVE,CS-75 144 gallons per pallet	9.00 GL	9.00 GL	\$296.2400 GL	\$2,666.16
22-4150 9x4 CL2 HORACE	662320 8.00	85-01250 TIE,WLD,1",10.5x36,THD,GALV W/FASTENERS, 120/box,(NDDOT)	108.00 EA	108.00 EA	\$103.0400 EA	\$11,128.32
22-4150 9x4 CL2 HORACE	662320 8.20	85-00012 TIE,DBL,EYE,1",10.5x40,THD,GLV W/FAST,IA10105G, 120/box	36.00 EA	36.00 EA	\$160.1600 EA	\$5,765.76
22-4150 9x4 CL2 HORACE	662320 9.00	BE0904-1F BOXEND,9X4,T1,#1,F	1.00 EA	1.00 EA	\$9,026.5400 EA	\$9,026.54
22-4150 9x4 CL2 HORACE	662320 14.00	BC-1004 CURB,10'04"	1.00 EA	1.00 EA	\$0.0000 EA	

22-040

**Hancock Concrete Products LLC**

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805556

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com**SHIP TO:**

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

47

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184001	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 4.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT HOLE	1.00 EA	6.00 FT	\$935.7900 FT	\$5,614.76
22-4150 9x4 CL2 HORACE	662320 9.00	BE0904-1F BOXEND,9X4,T1,#1,F	1.00 EA	1.00 EA	\$9,026.5400 EA	\$9,026.54
22-4150 9x4 CL2 HORACE	662320 16.00	BC-1004 CURB,10'04"	1.00 EA	1.00 EA	\$0.0000 EA	

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Quote
Tieout

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to
Qbks

efc

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$14,641.30
Sales Tax	\$1,098.10
Total	USD \$15,739.40

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805557

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184002	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 13.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 13.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

Keyd to
Quote
Tieout

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to
Qbks

efw

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$10,631.52
Sales Tax	\$797.36
Total	USD \$11,428.88

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805558

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com**SHIP TO:**

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

#47

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184003	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 13.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 13.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

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to
Qbks

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Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales
AmountUSD
\$10,631.52

Sales Tax

\$797.36

TotalUSD
\$11,428.88

22-040



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805559

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

47

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184004	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.02	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 13.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

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Quote
Tieout

Keyed
to
Qbks

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Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount

USD
\$10,631.52

Sales Tax

\$797.36

Total

USD
\$11,428.88

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805560

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

#47

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184005	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 2.02	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

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Tieout

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to
Qbks

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Please provide your Invoice Number or Account Number on your payment. Thank you.

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Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$10,631.52
Sales Tax	\$797.36
Total	USD \$11,428.88

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805561

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

#47

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184006	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 13.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 13.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

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Tieout

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to
Qbks

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Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$10,631.52
Sales Tax	\$797.36
Total	USD \$11,428.88

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805562

Invoice Date: 3/17/2023
 Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

#47

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184007	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 2.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

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Keyed
to
Qbks

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Please provide your Invoice Number or Account Number on your payment. Thank you.		Sales Amount	USD \$10,631.52
BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.			
Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244		Sales Tax	\$797.36
		Total	USD \$11,428.88

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805563

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com**SHIP TO:**

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

#47

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184008	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 2.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

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BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales Amount	USD \$10,631.52
Sales Tax	\$797.36
Total	USD \$11,428.88

22040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805564

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184009	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 2.02	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

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to
Qbks

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Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$10,631.52
Sales Tax	\$797.36
Total	USD \$11,428.88

22-040



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805565

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184010	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 2.02	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

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Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$10,631.52
Sales Tax	\$797.36
Total	USD \$11,428.88

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805566

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184011	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 2.02	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

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Quote
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to
Qbks

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Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$10,631.52
Sales Tax	\$797.36
Total	USD \$11,428.88

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805567

Invoice Date: 3/17/2023
Page: 1

BILL TO: 130623 KPH, Inc. 9530 39th St So Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO: 442718 HORACE, ND CUB CREEK 2ND ADDITION HORACE ND
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Load Num.	Terms	Ship Date	Entered By	Truck Driver
184012	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 2.01	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

Keyd to
Quote
Tieout

Keyed
to
Qbks

efcv

<p>Please provide your Invoice Number or Account Number on your payment. Thank you.</p> <p>BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.</p> <p>Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244</p>	Sales Amount	USD \$10,631.52
	Sales Tax	\$797.36
	Total	USD \$11,428.88

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805568

Invoice Date: 3/17/2023
 Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184013	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 2.02	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

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to
Qbks

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Please provide your Invoice Number or Account Number on your payment. Thank you.			
<p>BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS. AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.</p> <p>Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244</p>		Sales Amount	USD \$10,631.52
		Sales Tax	\$797.36
		Total	USD \$11,428.88

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805569

Invoice Date: 3/17/2023
 Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184014	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 2.02	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

Keyd to
Quote
Tieout

Keyed
to
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Please provide your Invoice Number or Account Number on your payment. Thank you.		Sales Amount	USD
BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.			\$10,631.52
Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244		Sales Tax	\$797.36
		Total	USD \$11,428.88

22-040


Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805570

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184015	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 2.02	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76

 Keyd to
Quote
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 Keyed
to
Qbks

efcv

Please provide your Invoice Number or Account Number on your payment. Thank you.		Sales Amount	USD \$10,631.52
BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST. Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244		Sales Tax	\$797.36
		Total	USD \$11,428.88

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805571

Invoice Date: 3/17/2023
 Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184016	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 3.00	BX0904CL204 BOXCULVERT,9X4,CL2,4FT	1.00 EA	4.00 FT	\$885.9600 FT	\$3,543.84
22-4150 9x4 CL2 HORACE	662320 3.00	BX0904CL204 BOXCULVERT,9X4,CL2,4FT	1.00 EA	4.00 FT	\$885.9600 FT	\$3,543.84
22-4150 9x4 CL2 HORACE	662320 12.00	BD-1307 DROPWALL,13'07"x3'2"	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 9x4 CL2 HORACE	662320 17.00	BD-1307 DROPWALL,13'07"x3'2"	1.00 EA	1.00 EA	\$0.0000 EA	

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to
Qibks

efc ✓

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS. AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales Amount	USD \$7,087.68
Sales Tax	\$531.58
Total	USD \$7,619.26

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805572

Invoice Date: 3/17/2023
 Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184017	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 10.00	BE0904-1M BOXEND,9X4,T1,#1,M	1.00 EA	1.00 EA	\$9,026.5400 EA	\$9,026.54
22-4150 9x4 CL2 HORACE	662320 20.00	BC-1004 CURB,10'04"	1.00 EA	1.00 EA	\$0.0000 EA	

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Quote
Tieout

Keyed
to
Qbks

efc ✓

Please provide your Invoice Number or Account Number on your payment. Thank you.		Sales Amount	USD
<p>BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.</p> <p>Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244</p>			\$14,342.30
		Sales Tax	\$1,075.67
		Total	USD \$15,417.97

22-040



Hancock Concrete Products LLC
 Hancock MN Plant
 17 Atlantic Ave
 Hancock MN 56244
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805573

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#47

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184018	Net 30 Days	3/17/2023	William Rundquist	Unknown

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 2.00	BX0904CL206 BOXCULVERT,9X4,CL2,6FT	1.00 EA	6.00 FT	\$885.9600 FT	\$5,315.76
22-4150 9x4 CL2 HORACE	662320 10.00	BE0904-1M BOXEND,9X4,T1,#1,M	1.00 EA	1.00 EA	\$9,026.5400 EA	\$9,026.54
22-4150 9x4 CL2 HORACE	662320 18.00	BC-1004 CURB,10'04"	1.00 EA	1.00 EA	\$0.0000 EA	

Keyed
to
Qbks

Keyd to
Quote
Tieout

efc ✓

Please provide your Invoice Number or Account Number on your payment. Thank you.		Sales Amount	USD \$14,342.30
BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST. Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244		Sales Tax	\$1,075.67
		Total	USD \$15,417.97

22-040



Hancock Concrete Products LLC
Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805574

Invoice Date: 3/17/2023

Page: 2

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

48/49/55

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184019	Net 30 Days	3/17/2023	William Rundquist	Tristan

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
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Keyd to
Quote
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Keyed
to
Qbks

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

efcv

Please provide your Invoice Number or Account Number on your payment. Thank you. BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST. Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244	Sales Amount	USD \$10,985.39
	Sales Tax	\$823.92
	Total	USD \$11,809.31



Hancock Concrete Products LLC

Hancock MN Plant
17 Atlantic Ave
Hancock MN 56244
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805574

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184019	Net 30 Days	3/17/2023	William Rundquist	Tristan

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 9x4 CL2 HORACE	662320 15.00	BD-1307 DROPWALL,13'07"x3'2"	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 9x4 CL2 HORACE	662320 19.00	BD-1307 DROPWALL,13'07"x3'2"	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 CB-10	662377 29.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-10	662377 30.00	MCB-3X2-5.50 CB,3X2,5.50FT	1.00 EA	5.50 FT	\$280.5100 FT	\$1,542.81
22-4150 CB-10	662377 31.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 CB-23	662377 68.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	2.00 EA	2.00 EA	\$180.3200 EA	\$360.64
22-4150 CB-23	662377 69.00	MCB-3X2-5.50 CB,3X2,5.50FT	1.00 EA	5.50 FT	\$280.5100 FT	\$1,542.81
22-4150 CB-23	662377 70.00	MCB-3X2-B6 CB,3X2,BASE,4'6"X3'6"X6" 54"X42"X6"	1.00 EA	1.00 EA	\$439.0200 EA	\$439.02
22-4150 M-16	662377 339.00	M060B-07808 MH,60",BASE,78"X8"	1.00 EA	1.00 EA	\$1,112.3700 EA	\$1,112.37
22-4150 M-16	662377 340.00	M060C-07208-27E MH,60",COVER,72"X8",27"ECC	1.00 EA	1.00 EA	\$863.9700 EA	\$863.97
22-4150 M-16	662377 341.00	M060R-5.50 MH,60",RISER,5.50FT	1.00 EA	5.50 FT	\$372.7800 FT	\$2,050.29
22-4150 M-53	662377 457.00	84-01475 BOOT,MH,12"HOLE,PSX,DD,12Y, (1) 128,PIPE,OD,5.70"-6.90"	2.00 EA	2.00 EA	\$192.3700 EA	\$384.74
22-4150 M-53	662377 458.00	M048B-06406 MH,48",BASE,64"X6"	1.00 EA	1.00 EA	\$538.6600 EA	\$538.66
22-4150 M-53	662377 459.00	M048C-05806-27E MH,48",COVER,58"X6",27"ECC	1.00 EA	1.00 EA	\$404.4300 EA	\$404.43
22-4150 M-53	662377 460.00	M048R-4.50 MH,48",RISER,4.50FT	1.00 EA	4.50 FT	\$210.2200 FT	\$945.99

#55

49

48

22-040



Hancock Concrete Products LLC
 Cannon Falls MN Plant
 2020 Co 29 Blvd
 Cannon Falls MN 55009
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805576

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#14

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184035	Net 30 Days	3/17/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 LS-1	662375 255.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	1.00 EA	1.00 EA	\$211.6000 EA	\$211.60
22-4150 LS-1	662375 257.00	84-00365 GSK,96",TSS,R2,C443,809596 5 PER BX	4.00 EA	4.00 EA	\$0.0000 EA	
22-4150 LS-1	662375 263.00	M096R-8.00 MH,96",RISER,8.00FT	1.00 EA	8.00 FT	\$1,059.4700 FT	\$8,475.76

Keyd to
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Qbks

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

efc

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales Amount	USD \$8,687.36
Sales Tax	\$651.55
Total	USD \$9,338.91

22-040



Hancock Concrete Products LLC
Cannon Falls MN Plant
2020 Co 29 Blvd
Cannon Falls MN 55009
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805577

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#14

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184036	Net 30 Days	3/17/2023	Jon L. Minke	Shannon

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150	662375	M096R-8.00	1.00	8.00	\$1,059.4700	\$8,475.76
LS-1	262.00	MH,96",RISER,8.00FT	EA	FT	FT	

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to
Qbks

efw

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales
Amount

USD \$8,475.76

Sales Tax

\$635.68

Total

USD \$9,111.44

22-040



Hancock Concrete Products LLC
 Cannon Falls MN Plant
 2020 Co 29 Blvd
 Cannon Falls MN 55009
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805578

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#14

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184037	Net 30 Days	3/17/2023	Jon L. Minke	MORRELL 12

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 LS-1	662375 256.00	84-00289 BOOT,MH,8"HOLE,PSX,DD,8QRS, (1) 088,PIPE,OD,1.90"-4.80"	3.00 EA	3.00 EA	\$180.3200 EA	\$540.96
22-4150 LS-1	662375 261.00	M096R-8.00 MH,96",RISER,8.00FT	1.00 EA	8.00 FT	\$1,059.4700 FT	\$8,475.76

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Quote
Tieout

Keyed
to
Qbks

efc✓

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales Amount	USD \$9,016.72
Sales Tax	\$676.25
Total	USD \$9,692.97

22-040



Hancock Concrete Products LLC
Cannon Falls MN Plant
2020 Co 29 Blvd
Cannon Falls MN 55009
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1805579

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

#14

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184038	Net 30 Days	3/17/2023	Jon L. Minke	MORRELL 12

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 LS-1	662375 259.00	M096R-4.00 MH,96",RISER,4.00FT	1.00 EA	4.00 FT	\$1,059.4700 FT	\$4,237.88
22-4150 LS-1	662375 260.00	M096R-7.00 MH,96",RISER,7.00FT	1.00 EA	7.00 FT	\$1,059.4700 FT	\$7,416.29

Keyed to
Quote
Tieout

Keyed
to
Qbks

efc

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$11,654.17
Sales Tax	\$874.06
Total	USD \$12,528.23

27-040



Hancock Concrete Products LLC
 Cannon Falls MN Plant
 2020 Co 29 Blvd
 Cannon Falls MN 55009
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805580

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#53

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184039	Net 30 Days	3/17/2023	Jon L. Minke	MORRELL 12

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 M-05	662377 301.00	84-00324 GSK, 108", MH, PROFILE, 822662 5 per box	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 M-05	662377 302.00	M108C-12812-27E MH, 108", COVER, 128"X12", 27"ECC	1.00 EA	1.00 EA	\$3,580.1800 EA	\$3,580.18
22-4150 M-05	662377 303.10	M108N-2.00 MIB, 108", 2.00FT	1.00 EA	1.00 EA	\$7,044.6200 EA	\$7,044.62

Keyd to
Quote
Tieout

Keyed
to
Cbks

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

efc✓

Please provide your Invoice Number or Account Number on your payment. Thank you.		Sales Amount	USD \$10,624.80
BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST. Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244		Sales Tax	\$796.86
		Total	USD \$11,421.66

28-040



Hancock Concrete Products LLC
 Cannon Falls MN Plant
 2020 Co 29 Blvd
 Cannon Falls MN 55009
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805581

Invoice Date: 3/17/2023
 Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#53

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184040	Net 30 Days	3/17/2023	Jon L. Minke	MORRELL 12

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 M-60	662377 489.00	84-00324 GSK, 108", MH, PROFILE, 822662 5 per box	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 M-60	662377 490.00	M108C-12812-27E MH, 108", COVER, 128"X12", 27"ECC	1.00 EA	1.00 EA	\$3,580.1800 EA	\$3,580.18
22-4150 M-60	662377 491.00	M108N-8.00 MIB, 108", 8.00FT	1.00 EA	1.00 EA	\$16,395.500 0 EA	\$16,395.50

Keyd to
Quote
Tieout

Keyed
to
Qbks

efcv

Please provide your Invoice Number or Account Number on your payment. Thank you.		Sales Amount	USD \$19,975.68
BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST. Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244		Sales Tax	\$1,498.17
		Total	USD \$21,473.85

22-040



Hancock Concrete Products LLC
 Cannon Falls MN Plant
 2020 Co 29 Blvd
 Cannon Falls MN 55009
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805582

Invoice Date: 3/17/2023

Page: 1

BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#53

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184041	Net 30 Days	3/17/2023	Jon L. Minke	Marty

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 M-05	662377 304.10	M108R-6.50 MH,108",RISER,6.50FT	1.00 EA	6.50 FT	\$1,558.4800 FT	\$10,130.12
22-4150 M-60	662377 492.00	M108R-6.00 MH,108",RISER,6.00FT	1.00 EA	6.00 FT	\$1,558.4800 FT	\$9,350.88

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Please provide your Invoice Number or Account Number on your payment, Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales Amount	USD \$19,481.00
Sales Tax	\$1,461.08
Total	USD \$20,942.08

22-040



Hancock Concrete Products LLC

Cannon Falls MN Plant

2020 Co 29 Blvd

Cannon Falls MN 55009

Phone: (320) 392-5207

Fax: (320) 392-5155

INVOICE: 1805583

Invoice Date: 3/17/2023

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BILL TO:

130623
KPH, Inc.
9530 39th St So
Fargo ND 58104

www.HancockConcrete.com

SHIP TO:

442718
HORACE, ND CUB CREEK 2ND
ADDITION
HORACE ND

#53

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184042	Net 30 Days	3/17/2023	Jon L. Minke	MORRELL 12

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 M-61	662377 493.00	84-00324 GSK,108",MH,PROFILE,822662 5 per box	1.00 EA	1.00 EA	\$0.0000 EA	
22-4150 M-61	662377 495.00	M108N-8.00 MIB,108",8.00FT	1.00 EA	1.00 EA	\$16,395.500 0 EA	\$16,395.50

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Quote
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Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244

Sales Amount	USD \$16,395.50
Sales Tax	\$1,229.66
Total	USD \$17,625.16

22-040



Hancock Concrete Products LLC
 Cannon Falls MN Plant
 2020 Co 29 Blvd
 Cannon Falls MN 55009
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1805584

Invoice Date: 3/17/2023

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BILL TO:

130623
 KPH, Inc.
 9530 39th St So
 Fargo ND 58104

www.HancockConcrete.com

#53

SHIP TO:

442718
 HORACE, ND CUB CREEK 2ND
 ADDITION
 HORACE ND

Load Num.	Terms	Ship Date	Entered By	Truck Driver
184043	Net 30 Days	3/17/2023	Jon L. Minke	Shannon

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
22-4150 M-61	662377 494.00	M108C-12812-27E MH,108",COVER,128"X12",27"ECC	1.00 EA	1.00 EA	\$3,580.1800 EA	\$3,580.18
22-4150 M-61	662377 496.00	M108R-7.50 MH,108",RISER,7.50FT	1.00 EA	7.50 FT	\$1,558.4800 FT	\$11,688.60

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Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS, AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC
 17 Atlantic Ave.
 Hancock, MN 56244

Sales Amount	USD \$15,268.78
Sales Tax	\$1,145.16
Total	USD \$16,413.94

TrueNorth Steel
PO Box 336
West Fargo, ND 58078
Phone: (701) 373-7781



Invoice Number: FP0000023325

Page: 1 of 1

Date: 3/13/2023

Salesperson: Chad Veitenheimer

Regular Invoice

22-040

Currency: USD US Dollar

2952

19

B KPH, Inc.
I 9530 39TH St S
L Fargo ND 58104-7824
L USA

S KPH, Inc.
H 6310 5th St N
I General Delivery
P Horace ND 58047-9999
USA

#59

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When paying by check you authorize us to make a one-time electronic fund transfer from your account or to process payment as a check transaction. Funds may be withdrawn from your account the same day we receive payment.

Order	Purchase Order	Packages	Prepaid	Weight	Ship Via	Terms
FP00020485	-- SEE BELOW --		0.00		TNS Logistics	Net 30 Days
Line/Rel	Qty Ordered	Qty Shipped	Back Order	Unit Price	Extended Price	
4	4.00000	4.00000	0.00000	6,570.93000	26,283.72	

CI:

Item: NI-GATE

Description: F10S-48-TSC waterman F10 FB for RCP

U/M: EA

Date Shipped: 3/10/2023

OK ✓

Price Before Tax: 0.00000

OK per Dan.S.

Keyed
to
Qbks

WPH #4

Cust PO: Club Creek 2nd Addition

EEO terms and conditions of FAR 52-222-26, 41 CFR 60-1.4, 41 CFR 60-250.5(a), and 41 CFR 60-741.5 are incorporated by reference. All returned checks are subject to a \$30 service fee or max allowed by state.

A Service Charge of 1-3/4% per month (21% annually) is assessed on invoices that are 31 days from the invoice date.

Sales Amount	26,283.72
Misc Charges	0.00
Freight	0.00
Surcharge	0.00
Sales Tax	1,971.28
Prepaid Amount	0.00
Total	28,255.00

TrueNorth Steel
PO Box 336
West Fargo, ND 58078
Phone: (701) 373-7781



Invoice Number: FP0000023327

22-040

Page: 2 of 2

Date: 3/17/2023

Salesperson: Chad Veitenheimer

Regular Invoice

Currency: USD US Dollar

2952

19

B KPH, Inc.
I 9530 39TH St S
L Fargo ND 58104-7824
L USA

S KPH, Inc.
H 6310 5th St N
I General Delivery
P Horace ND 58047-9999
USA

#29

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When paying by check you authorize us to make a one-time electronic fund transfer from your account or to process payment as a check transaction. Funds may be withdrawn from your account the same day we receive payment.

Order	Purchase Order	Packages	Prepaid	Weight	Ship Via	Terms
FP00020485	-- SEE BELOW --		0.00		TNS Logistics	Net 30 Days
Line/Rel	Qty Ordered	Qty Shipped	Back Order	Unit Price	Extended Price	
5	1.00000	1.00000	0.00000	0.00000	0.00	

CI:

Item: Freight

Description: Delivery Included

U/M: EA

Date Shipped: 3/16/2023

Price Before Tax: 0.00000

Keyed
to
Qbks

EFCV
mt

MOH #4

Cust PO: Club Creek 2nd Addition

EEO terms and conditions of FAR 52-222-26, 41 CFR 60-1.4, 41 CFR 60-250.5(a), and 41 CFR 60-741.5 are incorporated by reference. All returned checks are subject to a \$30 service fee or max allowed by state.

A Service Charge of 1-3/4% per month (21% annually) is assessed on invoices that are 31 days from the invoice date.

Sales Amount	1,370.07
Misc Charges	0.00
Freight	0.00
Surcharge	0.00
Sales Tax	102.76
Prepaid Amount	0.00
Total	1,472.83

TrueNorth Steel
PO Box 336
West Fargo, ND 58078
Phone: (701) 373-7781



Invoice Number: FP0000023327

Page: 1 of 2

Date: 3/17/2023

Salesperson: Chad Veitenheimer

Regular Invoice

Currency: USD US Dollar

2952

19

B KPH, Inc.
I 9530 39TH St S
L Fargo ND 58104-7824
L USA

S KPH, Inc.
H 6310 5th St N
I General Delivery
P Horace ND 58047-9999
USA

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When paying by check you authorize us to make a one-time electronic fund transfer from your account or to process payment as a check transaction. Funds may be withdrawn from your account the same day we receive payment.

Order	Purchase Order	Packages	Prepaid	Weight	Ship Via	Terms
FP00020485	-- SEE BELOW --		0.00		TNS Logistics	Net 30 Days
Line/Rel	Qty Ordered	Qty Shipped	Back Order	Unit Price	Extended Price	
1	1.00000	1.00000	0.00000	702.60000	702.60	

CI:

Item: HG01516S30

Description: CSP Helical Galv 15" 16 Ga Std 30'

U/M: EA

Date Shipped: 3/16/2023

Price Before Tax: 0.00000

2	1.00000	1.00000	0.00000	632.34000	632.34	
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CI:

Item: HG01516S28

Description: CSP Helical Galv 15" 16 Ga Std 28'

U/M: EA

Date Shipped: 3/16/2023

Price Before Tax: 0.00000

3	1.00000	1.00000	0.00000	35.13000	35.13	
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CI:

Item: BG01518S12

Description: Band Galv 15" 18 Ga 1 Pc Std 12" Wide

U/M: EA

Date Shipped: 3/16/2023

Price Before Tax: 0.00000

03/31/23
10:41:49

CITY OF HORACE
Claim Approval List
For the Accounting Period: 3/23

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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
4200		999999 WEST WESTERN NATIONAL	50.00						
		surety bond for notary - Matt Voltz							
		71064 03/21/23 surety bond for notary	50.00			100 4151	370		1130
		Total for Vendor:	50.00						
4223		272 BUSINESS ESSENTIALS	70.09						
		617834-1 03/23/23 Business Cards- Jace	30.00			100 4152	410		1130
		618296 03/29/23 Notary Stamp Mike - Claims Sta	40.09			100 4152	410		1130
4232		272 BUSINESS ESSENTIALS	92.62						
		618143 03/27/23 Copy Paper	92.62			100 4152	410		1130
		Total for Vendor:	162.71						
4205		42 CASS COUNTY ELECTRIC	3,642.00						
		Street lights							
		1172924 03/06/23 106-071-3001	33.00*			201 4151	351		1130
		1172924 03/06/23 106-073-0000	165.00*			201 4151	351		1130
		1172924 03/06/23 106-173-7010	21.09*			201 4151	351		1130
		1172924 03/06/23 106-184-0000	209.00*			201 4151	351		1130
		1172924 03/06/23 106-191-0000	650.00*			201 4151	351		1130
		1172924 03/06/23 106-191-0001	126.70*			201 4151	351		1130
		1172924 03/06/23 106-194-0000	154.00*			201 4151	351		1130
		1172924 03/06/23 106-182-0270	39.64*			201 4151	351		1130
		1172924 03/06/23 106-202-4281	83.56*			201 4151	351		1130
		1172924 03/06/23 106-192-1271	45.88*			201 4151	351		1130
		1172924 03/06/23 106-192-1841	93.88*			201 4151	351		1130
		1172924 03/06/23 106-201-0090	100.97*			201 4151	351		1130
		1172924 03/06/23 106-083-0110	517.72*			201 4151	351		1130
		1172924 03/06/23 106-083-0391	28.57*			201 4151	351		1130
		1172924 03/06/23 106-203-0051	343.94*			201 4151	351		1130
		1172924 03/06/23 106-172-0060	509.29*			201 4151	351		1130
		1172924 03/06/23 106-083-2851	166.95*			201 4151	351		1130
		1172924 03/06/23 106-192-2411	122.84*			201 4151	351		1130
		1172924 03/06/23 106-192-3341	80.91*			201 4151	351		1130
		1172924 03/06/23 106-301-1070	76.93*			201 4151	351		1130
		1172924 03/06/23 Operation Roundup	0.73*			201 4151	351		1130

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CITY OF HORACE
Claim Approval List
For the Accounting Period: 3/23

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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
	1172924	03/06/23 Horace Franchise Fee	71.40*			201 4151	351		1130
4206		42 CASS COUNTY ELECTRIC	1,081.98						
Storm water lift stations									
	1172938	03/06/23 106-071-3250	223.12			502 4151	353		1130
	1172938	03/06/23 106-074-5160	36.43			502 4151	353		1130
	1172938	03/06/23 106-184-0791	53.50			502 4151	353		1130
	1172938	03/06/23 106-191-2750	28.61			502 4151	353		1130
	1172938	03/06/23 106-191-7390	43.17			502 4151	353		1130
	1172938	03/06/23 106-182-0271	73.96			502 4151	353		1130
	1172938	03/06/23 106-192-0100	135.00			502 4151	353		1130
	1172938	03/06/23 106-201-0100	73.96			502 4151	353		1130
	1172938	03/06/23 106-171-0030	83.45			502 4151	353		1130
	1172938	03/06/23 106-172-0020	65.92			502 4151	353		1130
	1172938	03/06/23 106-083-0500	215.15			502 4151	353		1130
	1172938	03/06/23 106-082-1180	28.50			502 4151	353		1130
	1172938	03/06/23 Horace Franchise Fee	21.21			502 4151	353		1130
4207		42 CASS COUNTY ELECTRIC	1,026.24						
Irrigation									
	1172942	03/06/23 106-074-0131	28.50			502 4151	353		1130
	1172942	03/06/23 106-191-2510	595.92			501 4151	351		1130
	1172942	03/06/23 106-202-0950	147.91			100 4151	351		1130
	1172942	03/06/23 106-202-0970	174.53			100 4151	351		1130
	1172942	03/06/23 106-071-3002	0.00			100 4151	351		1130
	1172942	03/06/23 106-301-0460	59.25			502 4151	351		1130
	1172942	03/06/23 Horace Franchise Fee	20.13			100 4151	351		1130
4208		42 CASS COUNTY ELECTRIC	1,781.30						
Sanitary sewer lift stations									
	1172940	03/06/23 106-184-0741	115.83			502 4151	351		1130
	1172940	03/06/23 106-191-0354	215.64			502 4151	351		1130
	1172940	03/06/23 106-191-2500	115.83			502 4151	351		1130
	1172940	03/06/23 106-194-2070	87.91			502 4151	351		1130
	1172940	03/06/23 106-202-0800	350.63			502 4151	351		1130
	1172940	03/06/23 106-183-1370	321.96			502 4151	351		1130
	1172940	03/06/23 106-202-4170	68.05			502 4151	351		1130

03/31/23
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CITY OF HORACE
Claim Approval List
For the Accounting Period: 3/23

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Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
	1172940	03/06/23 106-192-1840	90.21			502 4151 351			1130
	1172940	03/06/23 106-172-0100	164.84			502 4151 351			1130
	1172940	03/06/23 106-203-0050	81.88			502 4151 351			1130
	1172940	03/06/23 106-083-1990	79.99			502 4151 351			1130
	1172940	03/06/23 106-301-2000	53.60			502 4151 351			1130
	1172940	03/06/23 Horace Franchise Fee	34.93			502 4151 351			1130
		Total for Vendor:	7,531.52						
4225		49 CASS RURAL WATER USERS	131.92						
11/29 - 12/28									
	12650	04/10/23 8501 Memory Lane	27.00			501 4152 452			1130
	13948	04/10/23 Visto Industrial Pit	104.92			501 4152 452			1130
		Total for Vendor:	131.92						
4231		55 CINTAS	124.11						
	4150655303	03/28/23 Floor Mats - City Hall	124.11			100 4151 381			1130
		Total for Vendor:	124.11						
4201		56 CITY OF FARGO	70.00						
	436167	03/15/23 Wastewater Lab Testing	70.00			502 4152 431			1130
		Health Water Samples	0.00			501 4152 431			1130
4221		56 CITY OF FARGO	70.00						
	436405	03/22/23 Wastewater Lab Testing	70.00			502 4152 431			1130
	436405	03/22/23 Health Water Samples	0.00			501 4152 431			1130
		Total for Vendor:	140.00						
4229		457 DRN READITECH	1,615.23						
	2737600	04/01/23 Managed Services -4/1/23 - 4/	1,400.25			100 4151 317			1130
	2737600	04/01/23 Telephone & Internet	214.98			100 4151 356			1130
		Total for Vendor:	1,615.23						
4163		88 FASTENAL	162.25						
	274727	02/22/23 Dolly for DEF	78.65		Doug	501 4152 421			1130
	276086	03/22/23 supplies	83.60			501 4152 421			1130
		Total for Vendor:	162.25						

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CITY OF HORACE
Claim Approval List
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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
4196		478 FERGUSON ENTERPRISES LLC #3326	2,975.96						
	233189	03/09/23 20-36 multisize test plug	2,975.96*			501 4153 641			1130
		Total for Vendor:	2,975.96						
4192		375 HORACE FIRE DISTRICT	2,455.15						
March 2023	10%	share of state aid							
	10%Mar23	03/21/23 Rev. Share/State Aid	2,455.15			100 4154 770			1130
4228		375 HORACE FIRE DISTRICT	900.00						
.Monthly rental fire hall (6 meetings @\$150) per agreement / additional meetings \$150									
	3-28	03/28/23 Monthly Fire Hall Rent March	900.00			100 4151 319			1130
		Total for Vendor:	3,355.15						
4191		105 HORACE PARK DISTRICT	2,455.15						
March 2023	10%	share of state aid							
	10%Mar23	03/21/23 Rev. Share/State Aid	2,455.15			100 4154 770			1130
		Total for Vendor:	2,455.15						
4222		106 HORACE SENIOR CENTER	200.00						
Horace 150th									
	032423	03/24/23 Rental of Senior Center	200.00			100 4152 461			1130
		Total for Vendor:	200.00						
4214		116 INTERSTATE ENGINEERING	516,169.17						
	50278	03/23/23 2022-8 66th 76th Ave-64th Ave	516,169.17*			481 4319 315			1130
		Total for Vendor:	516,169.17						
4195		507 Jesse Knutson	147.50						
Meals for Training									
	travell001	03/22/23 Code Seminars and Consulti	147.50			100 4151 344			1130
		Total for Vendor:	147.50						

03/31/23
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CITY OF HORACE
Claim Approval List
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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
4230		358 KEITH ASHEIM	147.50						
		NDBOA 03/28/23 Travel Per Diem NDBOASpring23	147.50			100 4151 341			1130
03/15/23-03/17/23									
		Total for Vendor:	147.50						
4211		579 LOCATORS & SUPPLIES, Inc	2,992.87						
	305752	03/27/23 Marking Paint	1,496.44			501 4152 421			1130
	305752	03/27/23 Marking Paint	1,496.43*			502 4152 421			1130
		Total for Vendor:	2,992.87						
4233		145 MARCO TECHNOLOGIES LLC	422.24						
	496903485	03/17/23 Copier Lease & Overage	422.24			100 4151 332			1130
		Total for Vendor:	422.24						
4226		365 MIDWEST INSPECTION SERVICES	2,520.00						
	1855	03/21/23 Building Code Support	2,520.00			100 4151 314			1130
		Total for Vendor:	2,520.00						
4202		181 OHNSTAD TWICHELL PC	13,363.48						
	187791	02/21/23 2021-1 2023 RIB POS.	187.50*			467 4319 312			1130
	187792	02/21/23 2021-2 Legal services	890.00*			468 4319 312			1130
	187793	02/21/23 2021-3 2023 RIB POS	225.00*			469 4319 312			1130
	187794	02/21/23 2020-6 Legal Services	641.50*			465 4319 312			1130
	187795	02/21/23 2020-7 Review HH letter	487.50*			465 4319 312			1130
	187796	02/21/23 2021-5 2023 RIB POS	187.50*			471 4319 312			1130
	187797	02/21/23 2022-2 2023 RIB POS	187.50*			475 4319 312			1130
	187799	02/21/23 General 2023	6,860.50			100 4151 312			1130
	187800	02/21/23 Variance/CUP Appl 2023	117.50			100 4151 312			1130
	187801	02/21/23 Municipal Court 2023	658.00			100 4151 312			1130
	187802	02/21/23 2023 Legislative Session	1,227.50			100 4151 312			1130
	187803	02/21/23 Professional Services	1,178.00			100 4151 312			1130
	187804	02/21/23 BNSF Land Acquisition	188.00			100 4151 312			1130
	187805	02/21/23 Rezone and CUP 7675 Jacks Way	327.48			100 4151 312			1130
		Total for Vendor:	13,363.48						

03/31/23
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CITY OF HORACE
Claim Approval List
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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
4238		182 ONE CALL CONCEPTS	158.05						
	2124172	12/31/22 121 @1.30/1@1.30/1@ .55)	158.05		Adam	501 4151	310		1130
		Total for Vendor:	158.05						
4194		188 PETRO SERVE USA	2,092.82						
Diesel									
	7171	03/20/23 Diesel	2,092.82			201 4151	385		1130
		Total for Vendor:	2,092.82						
4213		581 SIGN SOLUTIONS	4,180.50						
	8102	03/21/23 street signs	3,802.74			100 4152	445		1130
	405425	03/29/23 street signs	377.76			100 4152	445		1130
		Total for Vendor:	4,180.50						
4215		219 STARION BOND SERVICES	202,933.75						
City of Horace, North Dakota									
\$3,590,000 Refunding Improvement Bonds									
2015									
	RIB2015	03/06/23 2014-1 Dreamfields Principal	50,756.16*			333 7610	710		1130
	RIB2015	03/06/23 2014-1 Dreamfield Interest	13,427.73*			333 7610	720		1130
	1059	03/06/23 2014-1 Dreamfield Fees	191.92*			333 7610	730		1130
	RIB2015	03/06/23 2015-1 52nd Principal	3,342.64*			334 7610	710		1130
	RIB2015	03/06/23 2015-1 52nd Interest	884.31*			334 7610	720		1130
	1059	03/06/23 2015-1 52nd Fees	12.64*			334 7610	730		1130
	RIB2015	03/06/23 2015-2 Prairie View Principal	105,901.24*			335 7610	710		1130
	RIB2015	03/06/23 2015-2 Prairie View Interest	28,016.67*			335 7610	720		1130
	1059	03/06/23 2015-2 Prarie View Fees	400.44*			335 7610	730		1130
4216		219 STARION BOND SERVICES	895,807.50						
City of Horace, North Dakota									
\$20,575,000 Refunding Improvement Bonds									
Series 2020B									
	RIB2020B	03/06/23 2019-1 Lakeview Dr Principal	140,300.00*			347 7610	710		1130
	1063	03/06/23 2019-1 Lakeview Dr Interest	65,680.95*			347 7610	720		1130
	RIB2020B	03/06/23 2019-1 Lakeview Dr Fees	162.15*			347 7610	730		1130
	1063	03/06/23 2019-2 76th Roundabout Princip	98,820.00*			348 7610	710		1130

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10:41:49

CITY OF HORACE
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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
		RIB2020B 03/06/23 2019-2 76th Roundabout Inter	46,142.96*			348 7610	461		1130
	1063	03/06/23 2019-2 76th Roundabout Fees	114.21*			348 7610	730		1130
		RIB2020B 03/06/23 2019-3 63rd ST Principal	70,150.00*			349 7610	710		1130
	1063	03/06/23 2019-3 63rd St Interest	32,840.48*			349 7610	720		1130
		RIB2020B 03/06/23 2019-3 63rd ST Fees	81.08*			349 7610	730		1130
	1063	03/06/23 2019-5 Visto Indust Principal	72,590.00*			350 7610	710		1130
		RIB2020B 03/06/23 2019-5 Visto Indust Principa	33,879.74*			350 7610	720		1130
	1063	03/06/23 2019-5 Visto Indust Principal	83.90*			350 7610	730		1130
		RIB2020B 03/06/23 2019-6 Cub Creek Principal	228,140.00*			351 7610	710		1130
	1063	03/06/23 2019-6 Cub Creek Principal	106,558.36*			351 7610	720		1130
		RIB2020B 03/06/23 2019-6 Cub Creek Principal	263.67*			351 7610	730		1130
4217		219 STARION BOND SERVICES	22,466.25						
City of Horace, North Dakota									
\$450,000 Refunding Improvement Bonds									
2018									
		RIB2018 03/06/23 2015-3 73rd paving Principal	4,666.50*			339 7610	710		1130
		RIB2018 03/06/23 2015-3 73rd paving Interest	2,134.61*			339 7610	720		1130
	1061	03/06/23 2015-3 73rd paving Fees	188.22*			339 7610	730		1130
		RIB2018 03/06/23 2016-2 Arrowwood 2nd Principa	10,333.50*			340 7610	710		1130
		RIB2018 03/06/23 2016-2 Arrowwood 2nd Interest	4,726.64*			340 7610	720		1130
	1061	03/06/03 2016-2 Arrowwood 2nd Fees	416.78*			340 7610	730		1130
4218		219 STARION BOND SERVICES	182,395.00						
City of Horace North Dakota									
\$3,885,000 Refunding Improvement Bonds									
Series 2018B									
		RIB2018B 03/06/23 2017-7 Maple Grove Principal	9,027.50*			344 7610	710		1130
		RIB2018B 03/06/23 2017-7 Maple Grove Interest	5,235.64*			344 7610	720		1130
	1062	03/06/23 2017-7 Maple Grove Fees	55.34*			344 7610	730		1130
		RIB2018B 03/06/23 2017-8 Northwood Principal	7,406.00*			345 7610	710		1130
		RIB2021B 03/06/23 2017-8 Northwood Interst	4,291.51*			345 7610	720		1130
	1062	03/06/23 2017-8 Northwood Fees	45.40*			345 7610	730		1130
		RIB2018B 03/06/23 2018-3 Terra Gardens Princip	98,566.50*			346 7610	710		1130
		RIB2018B 03/06/23 2018-3 Terra Gardens Princip	57,162.85*			346 7610	720		1130
	1062	03/06/23 2018-3 Terra Gardens Principal	604.26*			346 7610	730		1130

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4219		219 STARION BOND SERVICES	287,927.50						
		City of Horace, North Dakota							
		\$5,875,000 Refunding Improvement Bonds							
2017									
	RIB2017	03/06/23 2017-1 Lost Riverl&2 Principa	195,000.00*			343 7610	710		1130
	RIB2017	03/06/23 2017-1 Lost Riverl&2 interest	92,222.50*			343 7610	720		1130
	1060	03/06/23 2017-1 Lost Riverl&2 fees	705.00*			343 7610	730		1130
4220		219 STARION BOND SERVICES	1052,555.00						
		City of Horace, North Dakota							
		\$24,540,000 Refunding Improvement Bonds							
Series 2021									
HORACEREF2021									
	RIB2021	03/06/23 2018-1 100th Sewer Principal	24,633.00*			352 7610	710		1130
	RIB2021	03/06/23 2018-1 100th Sewer Interest	12,902.15*			352 7610	720		1130
	1064	03/06/23 2018-1 100th Sewer Fees	25.17*			352 7610	730		1130
	RIB2021	03/06/23 2019-7 Maple Lakes Principal	174,156.00*			353 7610	710		1130
	RIB2021	03/06/23 2019-7 Maple Lakes Interest	91,347.22*			353 7610	720		1130
	1064	03/06/23 2019-7 Maple Lakes fees	177.94*			353 7610	730		1130
	RIB2021	03/06/23 2020-1 Southdale 1st Principa	212,865.00*			354 7610	710		1130
	RIB2021	03/06/23 2020-1 Southdale 1st Interest	111,622.03*			354 7610	720		1130
	1064	03/06/23 2020-1 Southdale 1st Fees	217.49*			354 7610	730		1130
	RIB2021	03/06/23 2020-2 82nd St Principal	80,109.00*			355 7610	710		1130
	RIB2021	03/06/23 2020-2 82nd St Interest	42,024.14*			355 7610	720		1130
	1064	03/06/23 2020-2 82nd St Fees	81.85*			355 7610	730		1130
	RIB2021	03/06/23 2020-4 Lost River 5th Princip	198,237.00*			356 7610	710		1130
	RIB2021	03/06/23 2020-4 Lost River 5th Interes	103,954.46*			356 7610	720		1130
	1064	03/06/23 2020-4 Lost River 5th Fees	202.55*			356 7610	730		1130
		Total for Vendor:	2644,085.00						
4209		227 SWANSTON EQUIPMENT	0.00						
	088187	03/23/23 Antifreeze	52.74			201 4152	421		1130
	p86955	01/30/23 12 PC. Gutter Broom-Street Swe	-52.74			201 4151	381		1130
CI	31								

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4224		227 SWANSTON EQUIPMENT	0.00						
		W38514 03/24/23 War work Skid Steer antifreeze	286.75*			201 4151	382		1130
		p86955 01/30/23 12 PC. Gutter Broom-Street Swe	-286.75			201 4151	381		1130
CI	31								
Total for Vendor:			0.00						
# of Claims			36	Total: 3205,183.13	# of Vendors	24			



Pledge Report

As of: 3/27/2023

Prepared for: City of Horace

	3/27/2023	2/27/2023	Variance
NonInterest Bearing Balances	-	-	-
FDIC Insurance	250,000.00	250,000.00	
Uninsured NonInterest Bearing*	-	-	-
Interest Bearing Balances	4,487,199.19	4,483,878.30	3,320.89
FDIC Insurance	250,000.00	250,000.00	
Uninsured Interest Bearing*	4,237,199.19	4,233,878.30	3,320.89
*Total Uninsured Deposits	4,237,199.19	4,233,878.30	3,320.89
X 110%	4,660,919.11	4,657,266.13	3,652.98
Pledged Securities (Market Value)	5,988,966.37	5,244,257.35	744,709.02
Pledge Changes in Process			
Pledge Excess (Shortage)	1,328,047.26	586,991.22	741,056.04

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

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY OF HORACE

Starion Bank - Mandan, ND

As Of 3/31/2023

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
WELL: WELLS FARGO	3128MDMY6	AFS	FHLMC 15YR 08/01/27	G14675 4.00		1,500,000.00 100.00%	1,500,000.00	112,631.33	116,283.75	111,920.66
WELL: WELLS FARGO	3138WEQE2	AFS	FNMA 15YR 05/01/30	AS4952 3.00		2,650,000.00 100.00%	2,650,000.00	476,560.29	475,561.59	455,574.32
WELL: WELLS FARGO	3132XGJS6	AFS	FR WN2072 10/01/30	WN2072 1.21		1,500,000.00 100.00%	1,500,000.00	1,500,000.00	1,496,815.94	1,217,635.38
WELL: WELLS FARGO	3137H2XY5	AFS	FHR 5154 DV 02/25/33	2.50		1,900,000.00 100.00%	1,900,000.00	1,679,623.71	1,765,176.24	1,546,314.66
WELL: WELLS FARGO	536435EM8	AFS	LISBON PUB SD#19 ND 33 08/01/33	2.00	Aa2	315,000.00 100.00%	315,000.00	315,000.00	317,381.41	279,990.90
WELL: WELLS FARGO	604366EG5	AFS	MINOT -C -TXBL -REF ND 34 10/01/34	1.65	Aa2	410,000.00 100.00%	410,000.00	410,000.00	410,000.00	295,290.20
WELL: WELLS FARGO	3140X9NT8	AFS	FNMA 15YR 01/01/36	FM5801 2.50		1,550,000.00 100.00%	1,550,000.00	1,093,956.07	1,157,190.11	1,015,380.73
WELL: WELLS FARGO	3137AMNN3	AFS	FHR 4012 JK 12/15/40	3.50		1,000,000.00 100.00%	1,000,000.00	27,686.85	27,852.03	27,353.09
WELL: WELLS FARGO	3136AGY30	AFS	FNR 2013-117 PA 02/25/43	4.00		1,050,000.00 100.00%	1,050,000.00	59,519.76	60,509.08	58,450.83
WELL: WELLS FARGO	3137FB5K8	AFS	FHR 4717 PA 04/15/45	3.00		3,266,735.00 100.00%	3,266,735.00	1,033,041.34	1,058,798.99	981,055.60
10 Securities Pledged To: 519 - CITY OF HORACE							15,141,735.00	6,708,019.35	6,885,569.14	5,988,966.37

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

3/28/2023 3:34 PM - JHK / BISM

BBA - Baker Bond Accounting ®

The Baker Group Software Solutions, Inc.



ASN Constructors
4816 Amber Valley Parkway South
Fargo, ND 58104

March 8, 2023

Brenton Holper
City Administrator
City of Horace

Dear Mr. Holper,

RE: Horace Roadway Use Request

ASN Constructors, the design and construction company established to deliver the Stormwater Diversion Channel and Associated Infrastructure portion of the Fargo Moorhead Area Diversion, is requesting the usage of certain City roads to facilitate construction and non-construction related activities.

Per ASN Constructors' contract with the Metro Flood Diversion Authority, ASN Constructors is only able to utilize County Roads, unless permission is granted from the city to use their roads. Until such permission or agreement is made with the City of Horace, ASN Constructors is not allowed to utilize a city road that is outside the FM Diversion Project right-of-way (ROW).

Currently to meet our contractual requirements, ASN Constructors will need to build temporary haul roads within our project right-of-way from the nearest County Road to certain portions of the project to construct specific project elements. Usage of certain city roads would reduce the need for temporary haul roads which would in turn increase the tillable acreage available to farmers for a longer time, avoid damage to standing crops, and reduce the potential to negatively impact existing drainage patterns.

ASN Constructors would like to explore the possibility of utilizing certain existing City of Horace roads to access project areas to reduce the need for building temporary haul roads and lessen impacts to agricultural and commercial lands. The following pages explain each route ASN Constructors would like to request from the City of Horace, the reason and usage of the request, and the maintenance ASN Constructors proposes to carry out for each route. Should the City of Horace agree to these proposals we request that you sign the last page of this correspondence authorizing ASN Constructors to proceed with the usage of the roads described herein.

Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Sincerely,

 FOR:

Pedro M. Martinez Adrados
ASN Constructors
Project Director
701-997-1603
pmartinez@asnconstructors.com

ROUTE IMPACT: Drain 50 Inlet, Utility Relocation, and Culvert Access

Use Request

ASN is requesting use of the following roadways to access work areas while minimizing impacts to the surrounding property. If access to these roadways is not available, the alternative option would be to construct a 1-mile-long access road from County Road 14 Southeast through the Diversion Project Right of Way to the Sheyenne River. This roadway would split numerous parcels of land and potentially negatively impact existing farm access to these fields as well as the existing drainage patterns in the area. See “Figure 1 - Proposed Route 1” on Page 4 for a map of the request.

Segment 1: 81st Street South

Existing Conditions

- Distance (Outside of Project ROW):
 - 0.52 miles
- Existing Road Width:
 - 17 ft
- Existing Road Surface:
 - Aggregate Surface
- Structures and load limits:
 - N/A
- Residences Adjacent to Proposed Route: 3 (with associated farm structures)
 - 300-800 feet Southwest of 46th Street SE and 81st Street S intersection

Proposed Usage

- Vehicle Type: Heavy construction equipment to construct drain inlet, culverts, and utility relocations (dozers, scrapers, excavators, tractors, trucks, etc.)
- Expected Vehicles Per Day: Daily traffic should be light except for days that trucks are hauling aggregate or concrete to the site.
- Estimated Start/Finish: Upon Approval through 10/31/2026

ASN Proposed Responsibilities

- Dust control for the first 0.2 miles South of 46th Street SE for residences adjacent to the project route.
- Respect and maintain roads to existing conditions.
 - Roadway surface grading
 - Repair of rutting
 - Stabilization of construction entrances to prevent track out. If track out occurs, ASN will be responsible for cleanup.
- Current road usage by landowners, farmers, residents, etc. will not be impacted.

Diagrams



Figure 1 - Proposed Route 1

By signing this proposal, the City of Horace authorizes ASN Constructors to proceed with the usage of the roads herein described.

This proposal is accepted and agreed on _____.

Per: City of Horace

Brenton Holper, City Administrator

Print Name & Title

Signature



Horace City Council Meeting Minutes

The Horace City Council met on March 20, 2023 @ 6:00 pm at the Horace Fire Hall Event Center. Those present were Mayor Kory Peterson, Councilmembers Sarah Veit, Stephanie Landstrom, Naomi Burkland, and Jeff Trudeau. 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 6:00 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 Landstrom

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

Agenda Item #4: Approve Consent Agenda

- a. Vendor Invoices
- b. Balance Sheet & Income Statement
- c. Checks Written in February 2023
- d. Water, Sewer, Storm, and Street Improvement District No. 2022-11 (Cub Creek Second Addition)
 - i. Reimbursement of Geotechnical Engineering Services to Dabbert Custom Homes

Motion: Approve the Consent Agenda.

1st Motion: Councilmember Landstrom

2nd Motion: Councilmember Burkland

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

Agenda Item #5: Approval of City Council Meeting Minutes from March 6, 2023.

Motion: Approve the March 6, 2023, City Council Meeting Minutes.

1st Motion: Councilmember Trudeau

2nd Motion: Councilmember Landstrom

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

Agenda Item #6: Public Comment

Horace resident Mike Snellgrove wanted to make sure that the City Council had received his email correspondence and he also wanted to introduce himself. The councilmembers said that they had received his email and the City will get back to him.

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

Deputy Sheriff Keller explained that the February 2023 and the 2022 annual reports will be presented. The City Council discussed the traffic concerns around Horace Elementary School. Everyone agreed that solutions are needed soon. Councilmember Trudeau relayed a message from a local establishment asking if the sheriffs could refrain from sitting outside their business during nights. Deputy Keller responded that he would continue to patrol the area because that is where the most problems occur. He added that the business owner is more than welcome to speak with him directly.



Deputy Keller summarized the annual report and stated that many of the statistical numbers from 2021 to 2022 remained relatively the same. The one notable difference was the increase in burglaries. Many of the burglaries were crimes of opportunity to the many construction sites within the city. Mayor Peterson noted that the number of traffic accidents did not increase by much either.

Deputy Keller added that he is working for the City of Horace for the third year and that he applied to stay another two years which was approved.

Agenda Item #8: Wall Avenue Purchase Agreements | Lukas Croaker, City Attorney

Mr. Croaker presented four purchase agreements for the Wall Ave. project and explained that the City Council needs to approve the agreements. He added that the values in the purchase agreements were the original values that were listed in the appraisal report with the tree replacement policy compensation included.

Motion: Approve Four Purchase Agreements with Values from the Tree Policy and Appraisal Report.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

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

Agenda Item # 9: Water, Sewer, Storm, and Street Improvement District No. 2022-8 (66th Street) | Jim Dahlman, City Engineer

Mr. Dahlman explained that the City received six bids for the Water, Sewer, Storm, and Street Improvement District No. 2022-8 (66th Street) project. He said that the lowest bidder was KPH, Inc. of Fargo, ND with a bid of \$7,303,656.15.

KPH Inc. provided information for review in accordance with the City of Horace Responsible Bidder Policy. Mr. Dahlman recommended awarding the 2022-8 construction contract to KPH, Inc. The estimated construction start date is April 24, 2023, and the estimated completion date is October 28, 2023.

Motion: Award the Water, Sewer, Storm, and Street Improvement District No. 2022-8 (66th Street) Project to the Lowest Responsible Bidder KPH, Inc.

1st Motion: Councilmember Trudeau

2nd Motion: Councilmember Landstrom

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

Agenda Item # 10: Water, Sewer, Storm, and Street Improvement District No. 2023-1 (Southdale Farms Sixth Addition) | Jim Dahlman, City Engineer

Mr. Dahlman stated that the City of Horace received a petition for improvements submitted by HS Investments, LLC requesting infrastructure improvements for the development known as Southdale Farms Sixth Addition. The developer requested that the infrastructure improvements be paid for by special assessments. He pointed out that the special assessments for this project will only be local not regional. Mr. Dahlman presented the project's district boundary map.

Motion: Approve the Petition for Improvements for the Southdale Farms 6th Addition.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Trudeau

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



Mr. Dahlman explained that the next step would be creating the assessment district for the project.

Motion: Accept Creating the District Water, Sewer, Storm, and Street Improvement District No. 2023-1.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Trudeau

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

Mr. Dahlman concluded that the City Council would need to approve the resolution directing the engineer to prepare the preliminary engineering report for the project.

Motion: Approve the Resolution Directing the Engineer to prepare the Preliminary Engineering Report for the Water, Sewer, Storm, and Street Improvement District No. 2023-1.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Trudeau

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

Agenda Item # 11: Sewer Ordinance | Jim Dahlman, City Engineer

Mr. Dahlman said that the City of Horace does not have a sewer ordinance. Responsibility for repairs was a recent topic during City Council meetings, and without an ordinance in place, a decision to reimburse the homeowner for repairs was made. The City Council requested that City staff prepare a sewer ordinance that 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. The proposed sewer ordinance was reviewed by the legal, engineering, public works, and administrative departments.

Councilmember Landstrom voiced concern about forcing residents who are currently on septic tanks onto the City's sewer system, and she stated that some of the language in the proposed ordinance will need to be revised. She added that she is not interested in forcing anyone to connect. Mr. Croaker explained that this ordinance will follow North Dakota law and that it may not be up to the City to regulate connection to the City's public sewer. He added that this is only the first reading of the proposed ordinance and that changes can be made before the second reading. Councilmember Landstrom stated that she would like to make changes.

The City Council discussed whether the City would ever force anyone to connect. Mayor Peterson stated that the State's Public Health Department could also come in and request homeowners connect to the public sewer system. Councilmember Landstrom said that an established resident should not be forced to connect by the City and that the State or Cass County Public Health Department should be the ones dealing with this. She concluded that an ordinance forcing property owners to connect to the sewer system is anti-resident, in her opinion. The City Council continued to discuss the ordinance, including time frames for when a property owner would have to connect and who should pay for the connection fee. The City Council agreed that the language about time frames regarding the connection would have to be revised. Mr. Croaker said that he would review the Health Department's timelines. Mayor Peterson proposed tabling the item until the rewording of the ordinance process was complete.

Agenda Item # 12: 7675 Jacks Way | Jace Hellman, Community Development Director

Mr. Hellman presented the rezone and conditional use permit applications for 7675 Jacks Way, which is for a new gas station and car wash located on the southeast corner of 76th Ave. S. and County Road 17. He explained that the applicant is requesting to rezone the property from its current zoning district of C-2



to C-1. A portion of the property in question was previously zoned C-1, but with the platting and rezoning of Lakeview Heights 5th Addition, the replat/redrawn property was zoned C-2.

Staff noted that the process of issuing a conditional use permit involves making sure that proposed uses do not pose an impact to neighboring properties, and that the proposed uses would be compatible with their surroundings. It also allows the decision-making bodies of the City to apply additional conditions of approval to ensure impacts are limited. The nature in which a conditional use permit should be reviewed and approved is to ensure that surrounding uses are not impacted or diminished by the establishment of a use that requires a conditional use permit.

Mayor Peterson opened the public hearing at 6:47 pm for the rezone and conditional use permit. Councilmember Burkland asked why the zoning was changed from C-1 to C-2. Mr. Hellman explained that when the Lakeview Heights 5th Addition was added, the zoning was changed and that it needed to be changed back to conform to the City's ordinance. The ordinance states that a conditional use permit shall not be located less than two hundred (200) feet from a residential district within the C-2 zone. Mr. Hellman stated that a C-1 zoning does not have such restrictions. Mr. Holper explained that he discussed the rezone application with one property owner who is the only one within the 200-ft restriction. The property owner did not express any concerns.

Councilmember Veit asked the applicant, Mr. Woodside, about direct access from County Road 17 and that the only access to the gas station would be from 76th Ave. S. Mr. Woodside stated that there is only one access road, which is from 76th Ave. S. Councilmember Trudeau and Councilmember Burkland voiced concern about the detached car wash and the visual aesthetics it would have on County Road 17. Mr. Hellman explained that if the City Council were to approve the rezone and conditional use permit, the applicant would still need to go through a design review, which must be approved by the Planning Commission before the applicant can apply for a building permit. The City Council discussed the private road and the access to and from the gas station. No further comments were received, and Mayor Peterson closed the public hearings at 7:02 pm.

Councilmember Trudeau asked about shielding the car wash visually by planting vegetation. He voiced concern that the shrubs or bushes that would be planted to hide the structure from County Road 17 would need to be replaced every year because of heavy salt usage on the roundabout during the winter months. He would prefer that the gas station's store be the focal point, not the car wash. He said that if the car wash is being shielded by plants, a provision would be added to the conditional use permit. Councilmembers Trudeau and Burkland both stated that they do not want the car wash visible from County Road 17.

Mr. Hellman suggested that a special condition regarding the car wash could be added to the motion for the conditional use permit. Mr. Woodside said that he prefers the car wash to be attached to the main building. He also voiced concern about light pollution from vehicles facing County Road 17 if the garage is detached from the building.

Mr. Woodside explained that if the car wash were attached to the main building, the light pollution from headlights would not be an issue. The reason for not being able to attach the car wash is the location of the Minnkota Power Cooperative easement. Mr. Woodside concluded that he would talk to Minnkota Power Cooperative to see if he would be able to buy a few feet of the easement from them. Councilmember Burkland said that she is very worried about the light pollution adding an additional



danger to drivers who have to deal with a slippery roundabout during the winter and constant traffic going in and out of the gas station.

Mr. Holper suggested that the motion include the following provisions: The applicant must provide screening to mitigate headlights shining onto County Road 17. He explained that the emphasis would be on mitigation which means breaking up the light pollution. The applicant must also ensure that the car wash's location is no longer on County Road 17. Lastly, the applicant must provide sidewalks.

Motion: Approve the First Reading of the Rezone for 7675 Jacks Way as Presented by Staff.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Trudeau

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

Motion: Approve the Conditional Use Permit for 7675 Jacks Way as Presented by Staff with the Provisions that the Applicant Provides Sidewalks, Mitigates Light Pollution, and Moves the Car Wash off County Road 17.

1st Motion: Councilmember Landstrom

2nd Motion: Councilmember Veit

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

Agenda Item # 13: Rezone Amendments | Jace Hellman, Community Development Director

Mr. Hellman explained he is currently working on a new zoning map and that once all the rezone amendments have been approved, the map will be up to date. The rezone amendments for Terra Gardens 3rd Addition, Cub Creek 2nd Addition and River's Edge 2nd Addition were presented.

Motion: Approve the Terra Gardens 3rd Addition Rezone Amendment.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Burkland

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

Motion: Approve the Cub Creek 2nd Addition R Rezone Amendment.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Trudeau

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

Motion: Approve the River's Edge 2nd Addition R Rezone Amendment.

1st Motion: Councilmember Veit

2nd Motion: Councilmember Landstrom

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

Agenda Item # 14: Land Use Ordinance | Jace Hellman, Community Development Director

Mr. Hellman gave a quick update on the new Land Use Ordinance. He asked that the City Council read the Land Use Ordinance to provide comments, suggestions, or revisions. He added that a public comment section will be added in the next two weeks. He would like the public to be able to review the Land Use Ordinance and provide comments. He estimated that the Land Use Ordinance would be adopted sometime in July.

Agenda Item # 15: Engineering/Public Works Report | Jim Dahlman, City Engineer



Mr. Dahlman gave a quick status update on current construction. He added that due to the weather, not many activities were currently happening. He explained that the Cass County Highway Department had their first pre-construction meeting regarding the 64th Ave. S. roundabout. Cass County asked to schedule a public information meeting in Horace to inform residents about the construction of the roundabout. Mr. Holper stressed that this project is a County project, not a City project.

Agenda Item # 16: City Administrator Report | Brenton Holper, City Administrator

Mr. Holper reminded everyone about the upcoming Easter event that will take place on April 1, 2023, at Horace Lutheran Church starting at 2:00 pm. Staff will advertise online about the event, also disburse flyers and posters in the school and daycares in the area.

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. Cass County Finance Director, Paul Fracassi, will lead the meeting and will be available for questions after the meeting.

Mr. Holper mentioned that homeowners are responsible for clearing the snow around mailboxes. He completed his update by stating that the pricing for the refinancing improvement bonds was completed last week and came in at 4.9984665% which is a very good rate.

Agenda Item # 17: Portfolio Reports

- a. Mayor Peterson reminded residents that fire hydrants need to be cleared of snow. Fire hydrants need to be visible at all times.
He explained that staff are watching the snow-water equivalency to see if the area will face potential flooding when the snow starts to melt. He added that the current measurements are still below last year's numbers. He concluded that the staff would continue to keep an eye on it.
- b. Councilmember Veit requested that the construction trucks coming and going to the Cub Creek 2nd Addition need to keep the mud and dirt off 63rd St.
- c. Councilmember Burkland asked staff about an update on the video system installation. Mr. Holper said that the needed electrical lines were installed, the internet was upgraded but that Tricorn Audio was waiting for equipment that was on back order.
- d. Councilmember Landstrom said that she continues to work on the preparation for the 150th anniversary celebrations.
- e. Councilmember Trudeau explained that he has attended several MetroCOG meetings to find a replacement for the Executive Director. He added that an offer was recently made to one of the applicants.
Councilmember Trudeau concluded that the City will conduct several interviews for the currently open positions at the City.

Mayor Peterson asked for a 5-minute break at 7:45 pm. He also requested that the room be cleared so that the executive session can be entered. A resident asked the City Council to consider that residents on Wall Avenue be given more time to find appraisers and contractors. Councilmembers Landstrom and Burkland said that they will take their concerns into account.

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 at 7:50 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 8:35 pm.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Landstrom

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

Motion: Accept Counter Offers Related to the Wall Ave Project by the End of Day on Friday, March 24th, 2023. Direct Staff to Organize an Executive Session during a City Council Special Meeting on Monday, March 27, 2023, at 6:00 pm at City Hall.

1st Motion: Councilmember Burkland

2nd Motion: Councilmember Landstrom

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

Agenda Item # 19: Adjourn

Motion: Adjourn at 8:38 pm.

1st Motion: Councilmember Landstrom

2nd Motion: Councilmember Burkland

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

The next City Council Meeting is scheduled for **Monday, April 3, 2023, at 6:00 pm**

MEMO

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

From: James Dahlman, PE *Jad*

Date: March 31, 2023

Re: Sanitary, Storm and Street Improvement District No. 2022-4
(Wall Ave-Sheyenne Diversion to Sheyenne River Bridge)
Plans and Specifications
Horace, North Dakota
W21-00-177

Please find an example plan sheet attached for the above referenced project.

This is being presented for your information, review, and comments.

The anticipated project schedule is:

- April 3, 2023 - approve plans and specifications.
- April 12, 2023 - advertise in the paper.
- April 19, 2023 - advertise in the paper.
- April 26, 2023 - advertise in the paper.
- May 4, 2023 - open bids.
- September 2, 2023 - Milestone 1 substantial completion
- July 13, 2024 - Milestone 1 final completion.
- August 31, 2024 - Milestone 2 substantial completion
- September 14, 2024 - Milestone 2 final completion.

Milestone 1 consists of Wall Avenue from the Memory Lane/Lost River Road intersection to the Sheyenne River Bridge. Substantial completion includes the underground utilities and street portion of the project. Shared Use Path, sidewalk and plantings will be included in Milestone 1 final completion.

Milestone 2 consists of Wall Avenue from near the Sheyenne River Diversion to the Memory Lane/Lost River Road intersection.

I recommend:

1. Approve the plans and specifications.
2. Direct the auditor to advertise for bids.

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

CONSTRUCTION PLANS
FOR
STORM, SANITARY, AND STREET
IMPROVEMENT DISTRICT NO. 2022-4
WALL AVE WEST (81ST STREET TO SHEYENNE RIVER)

PREPARED FOR
THE CITY OF HORACE
CASS COUNTY, NORTH DAKOTA

APPROVED: _____, 2023

BY: _____
CITY OF HORACE
CITY ENGINEER

APPROVED: _____, 2023

BY: _____
INTERSTATE ENGINEERING, INC.
PROJECT ENGINEER



APPROVED: _____, 2023

BY: _____
INTERSTATE ENGINEERING, INC.
PROJECT ENGINEER



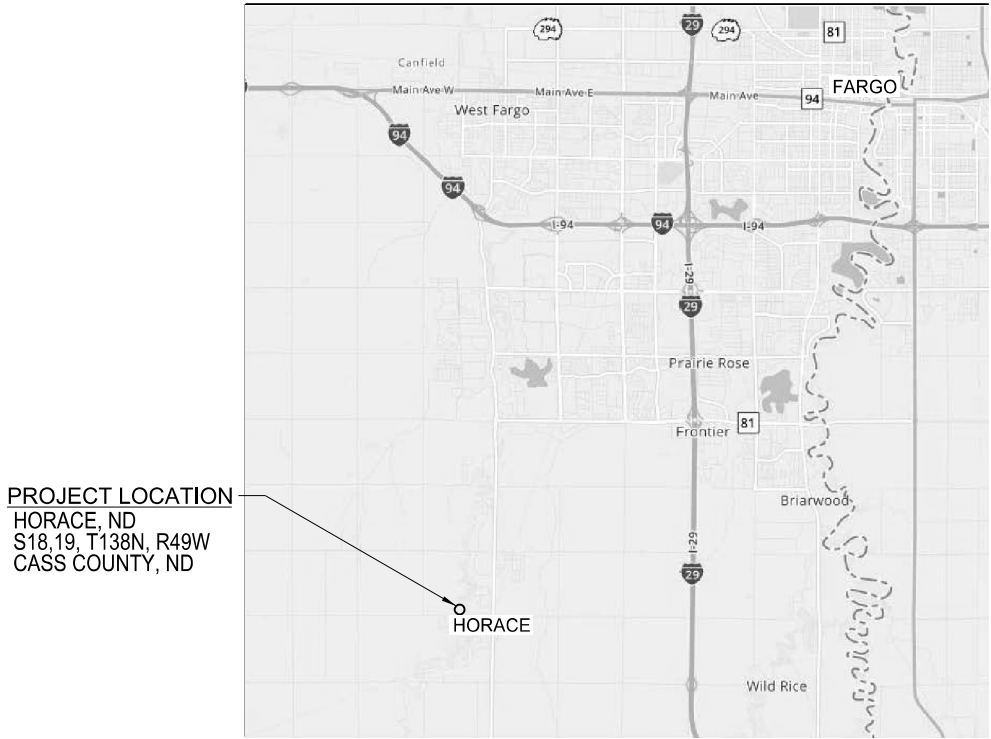
REVISION NO.	DATE	BY	DESCRIPTION



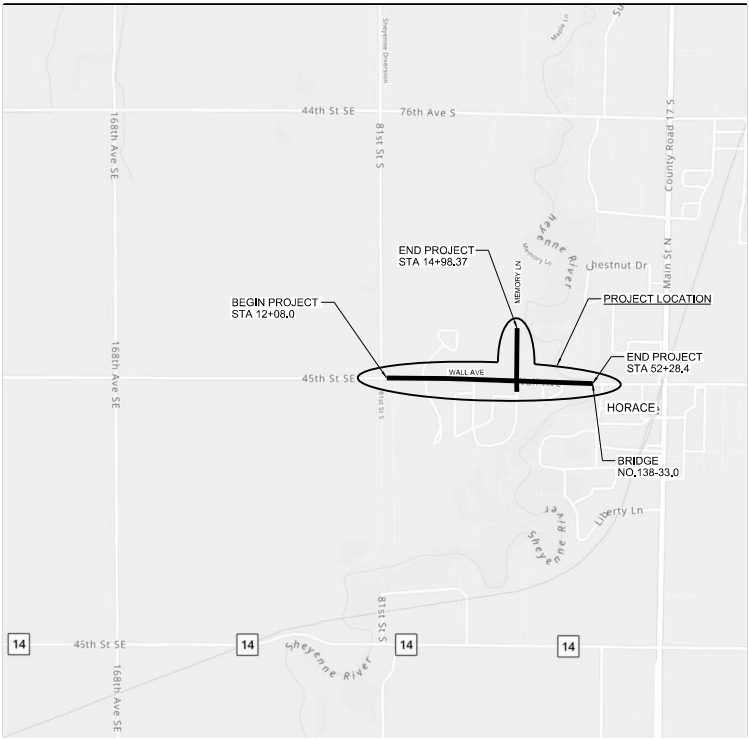
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Wahpeton, ND 58074-0667
Ph (701) 642-5521
Fax (701) 642-5215
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C1



LOCATION MAP
NOT TO SCALE

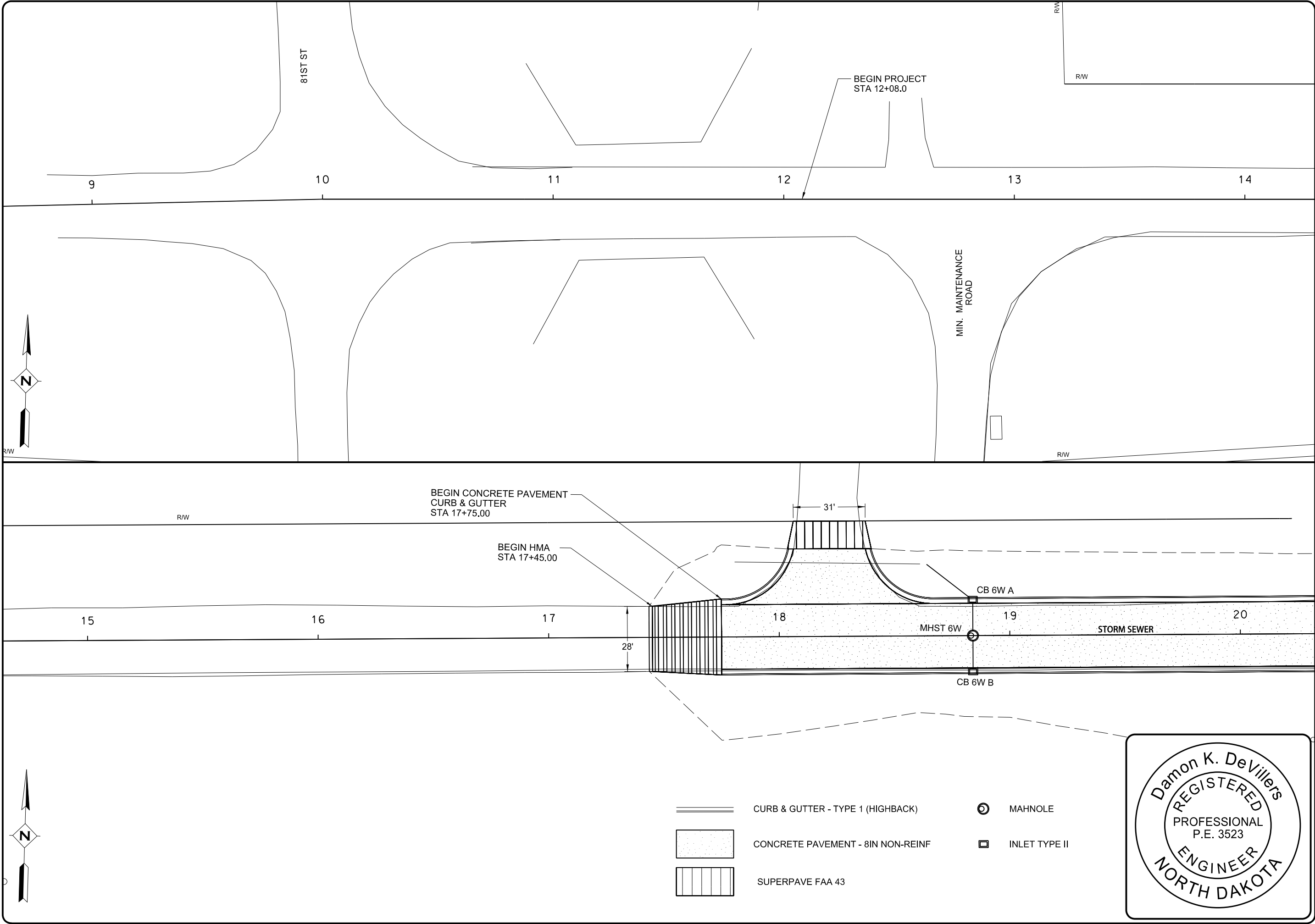


SITE MAP
NOT TO SCALE



CITY OFFICIALS

MAYOR.....KORY PETERSON
CITY ADMINISTRATOR.....BRENTON HOLPER
COUNCIL PERSON.....JEFF TRUDEAU
COUNCIL PERSON.....STEPHANIE LANDSTROM
COUNCIL PERSON.....SARAH VEIT
COUNCIL PERSON.....NAOMI BURKLAND

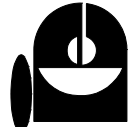


Rev No	Date	By	Description

STORM, SANITARY, AND STREET IMPROVEMENT DISTRICT NO. 2022-4 WALL AVENUE WEST (81ST STREET TO SHEYENNE RIVER)			
SCOPE OF WORK			
Drawn By: <u>JE</u>	Surveyed By: <u>RC</u>	Project No: <u>W2100177</u>	Date: <u>APRIL 2023</u>
Checked By: <u>DD</u>	Designed By: <u>JE</u>		

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Wahpeton, ND 58074-0667
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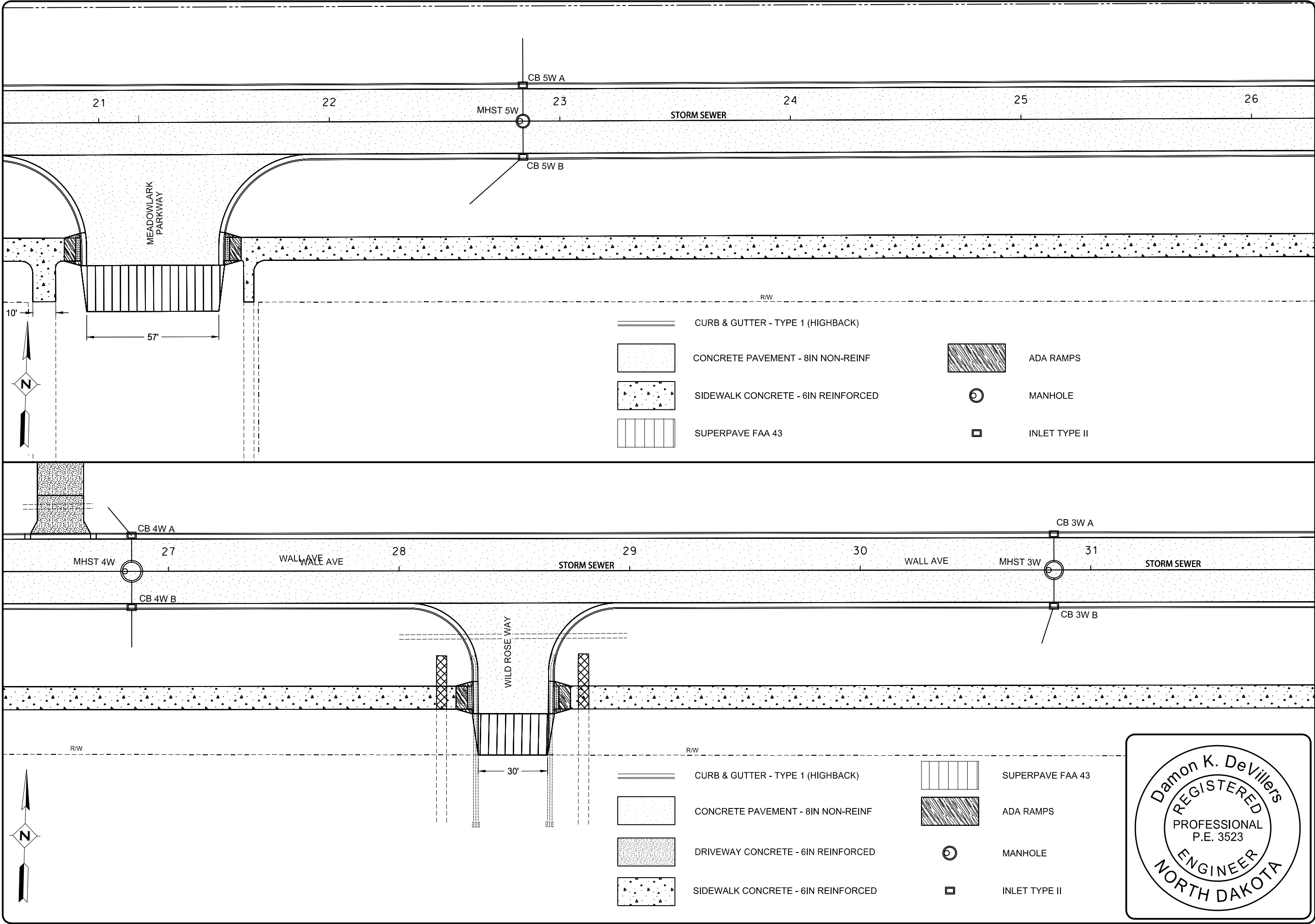
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C3
Sheet Number





Rev	No	Date	By	Description

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IMPROVEMENT DISTRICT NO. 2022-4
WALL AVENUE WEST (81ST STREET TO SHEYENNE RIVER)

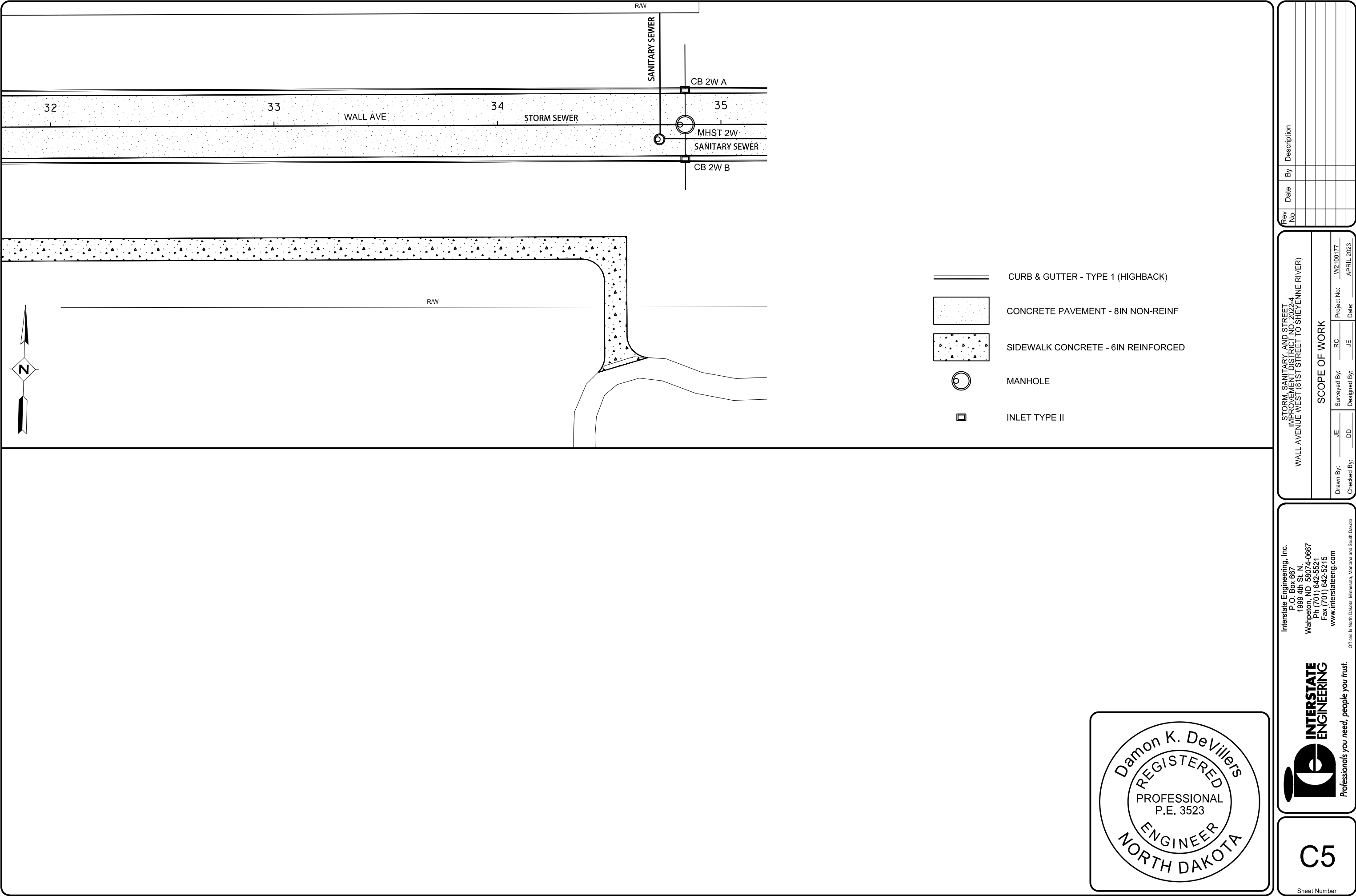
SCOPE OF WORK

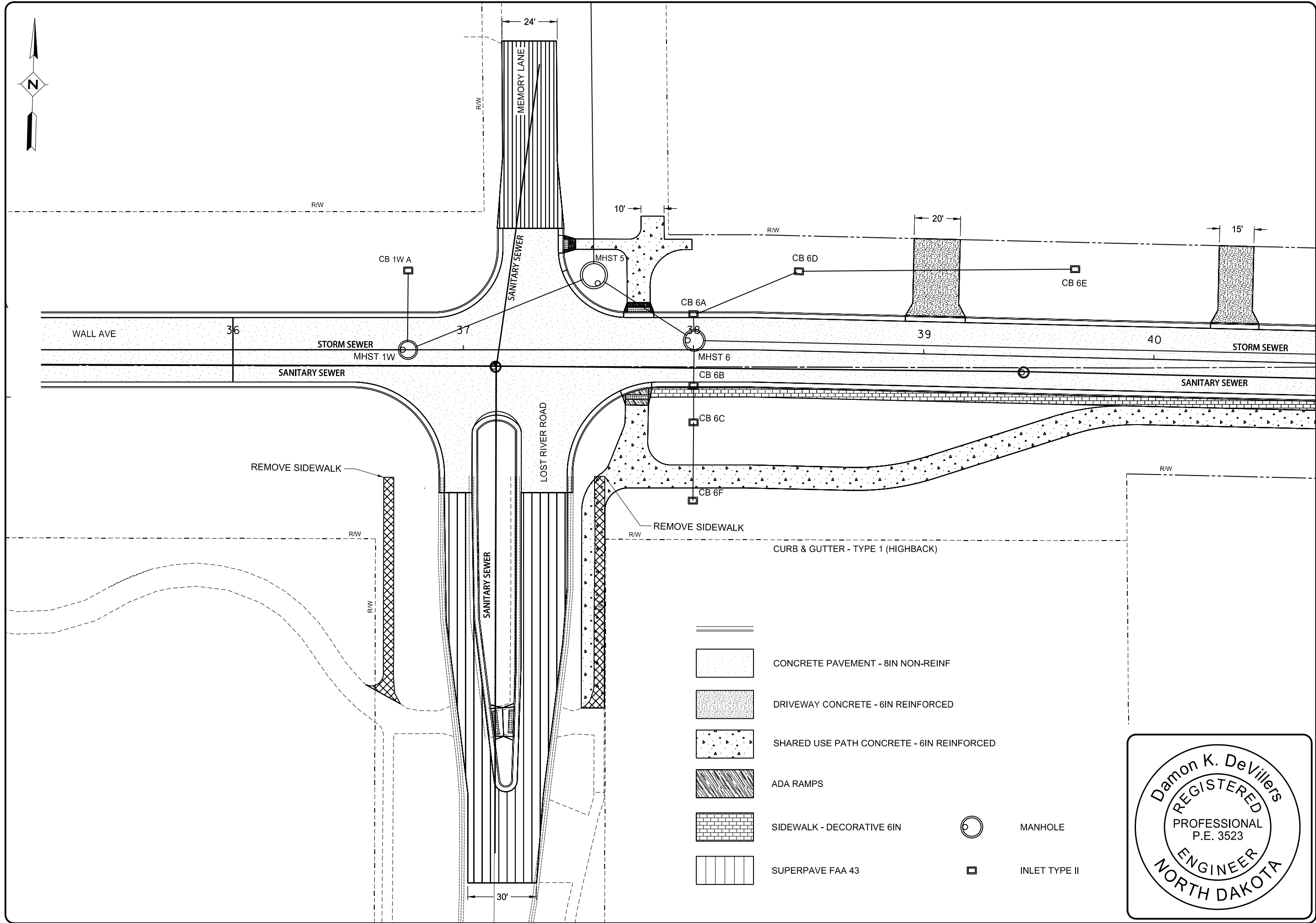
Drawn By: JE Surveyed By: RC Project No: W2100177
Checked By: DD Designed By: JE Date: APRIL 2023

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C4
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- CONCRETE PAVEMENT - 8IN NON-REINF
- DRIVEWAY CONCRETE - 6IN REINFORCED
- SHARED USE PATH CONCRETE - 6IN REINFORCED
- ADA RAMPS
- SIDEWALK - DECORATIVE 6IN
- SUPERPAVE FAA 43
- MANHOLE
- INLET TYPE II



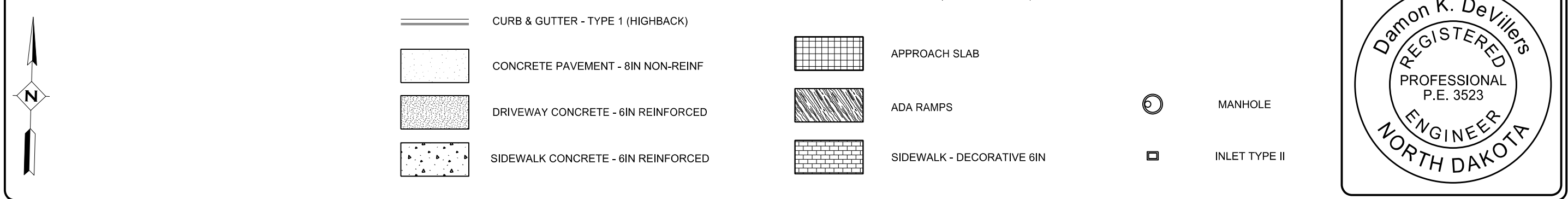
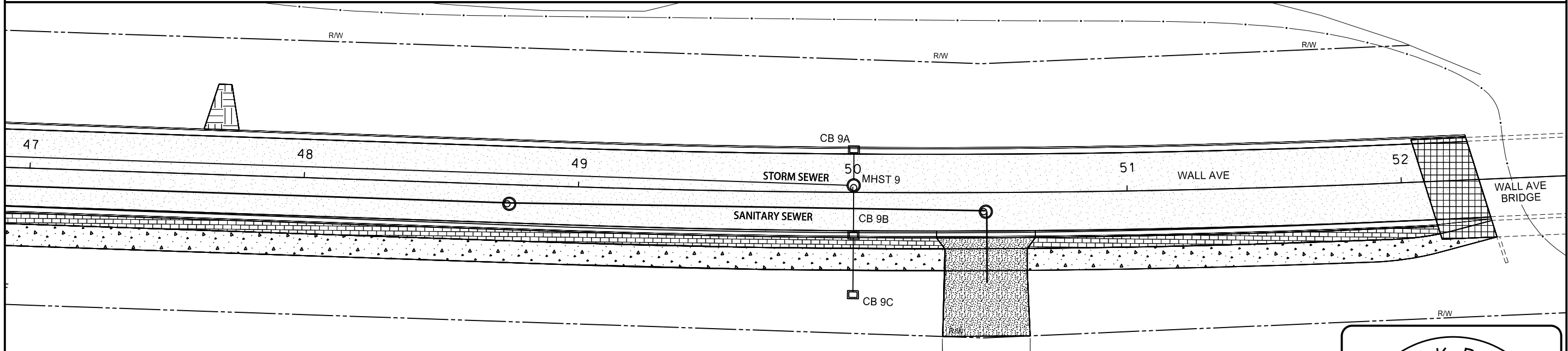
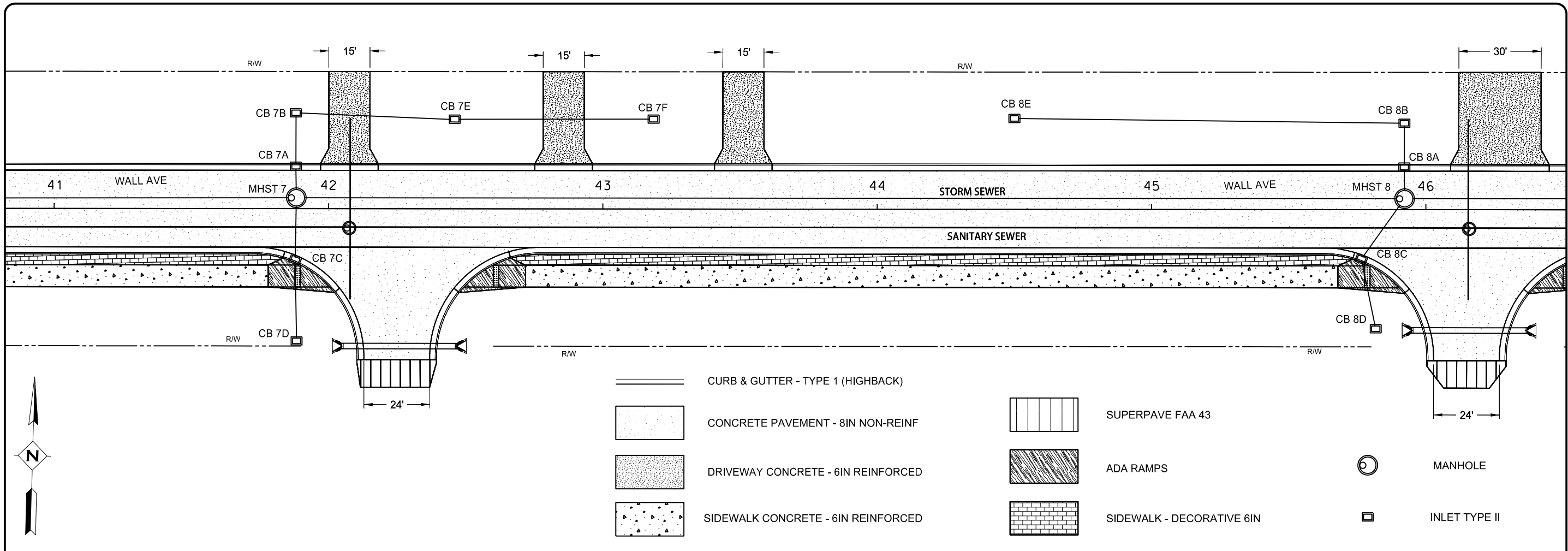
Rev No	Date	By	Description

SCOPE OF WORK			
STORM, SANITARY AND STREET IMPROVEMENT DISTRICT NO. 2022-4			
WALL AVENUE WEST (81ST STREET TO SHEYENNE RIVER)			
Drawn By: JE	Surveyed By: RC	Project No: W2100177	Date: APRIL 2023
Checked By: DD	Designed By: JE		

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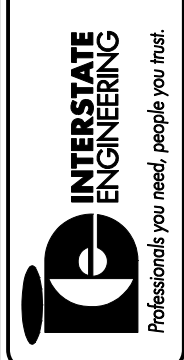
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Rev	Date	By	Description

SCOPE OF WORK			
STORM, SANITARY, AND STREET IMPROVEMENT DISTRICT NO. 2022-4			
WALL AVENUE WEST (81ST STREET TO SHEYENNE RIVER)			
Drawn By:	JE	DD	
Surveyed By:	RC	JE	
Designed By:			
Project No:	W2100177	Date:	APRIL 2023

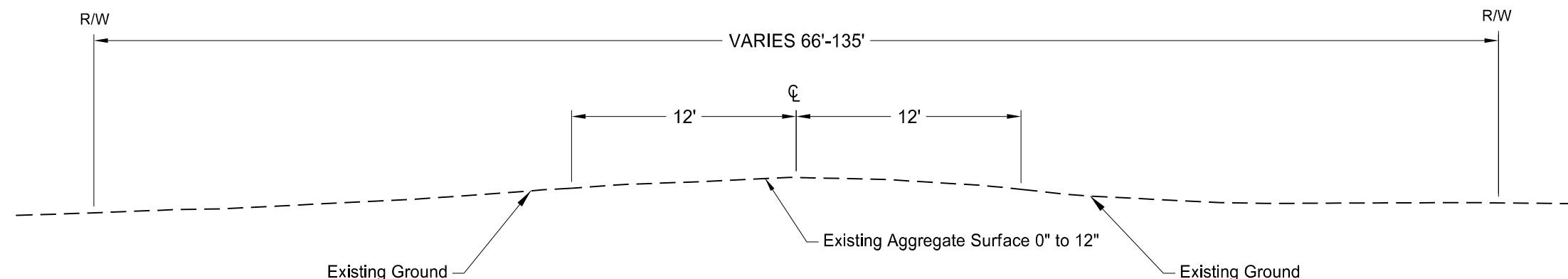
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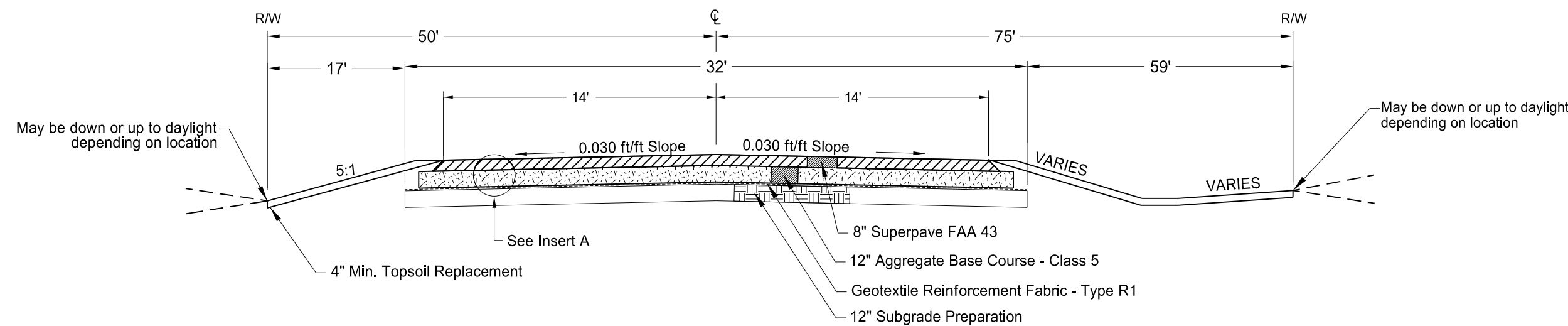
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Sheet Number



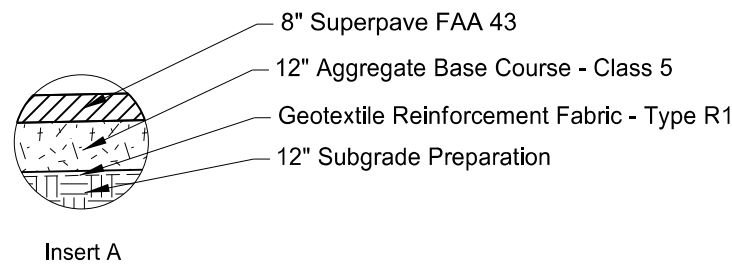


Wall Ave West - Existing Typical Section



Wall Ave West - Proposed Typical Section - HMA

WEST OF WALL AVE BRIDGE
STA 17+45.0 TO STA 17+75.0

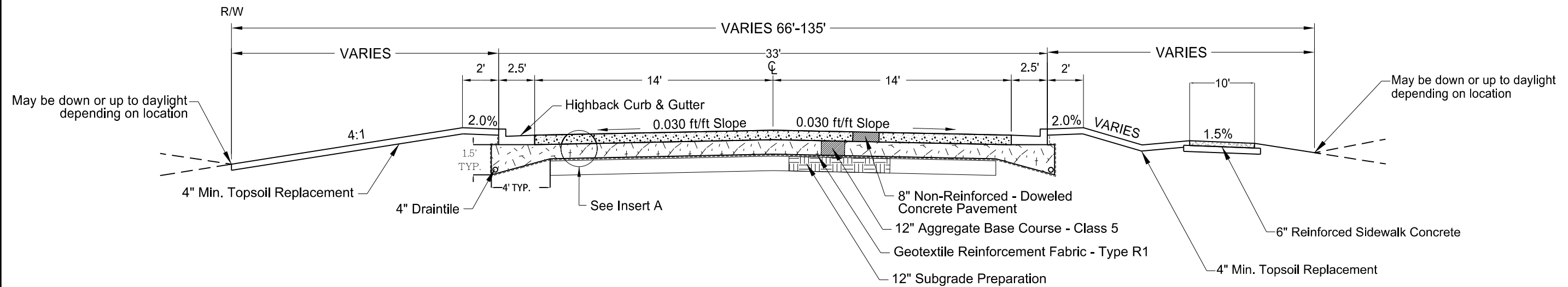


Rev	Date	By	Description

STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-4 WALL AVENUE WEST RECONSTRUCTION HORACE, NORTH DAKOTA			
TYPICAL SECTIONS			
Drawn By: CV	Surveyed By: RC	Project No: W2100177	Date: NOV 2022
Checked By: DD	Designed By: CV		

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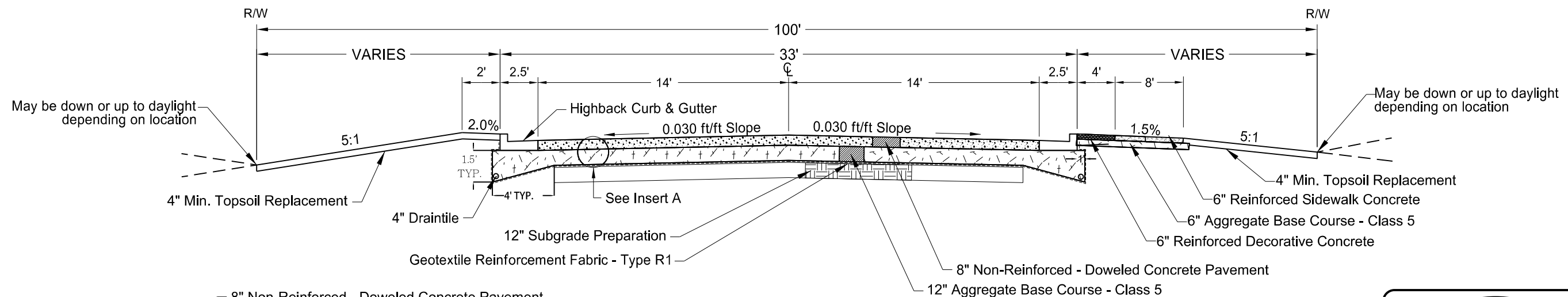
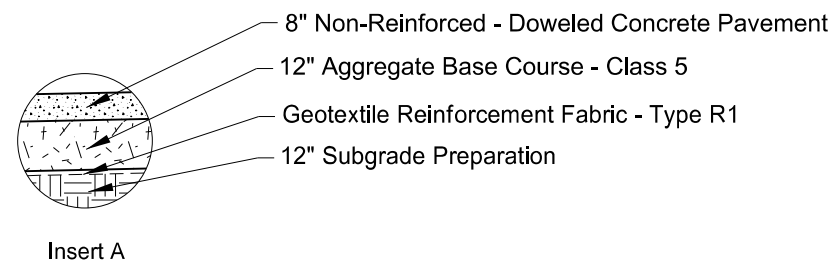


Wall Ave West - Proposed Typical Section - Concrete

WEST OF WALL AVE BRIDGE
STA 17+75.0 TO STA 38+70.0

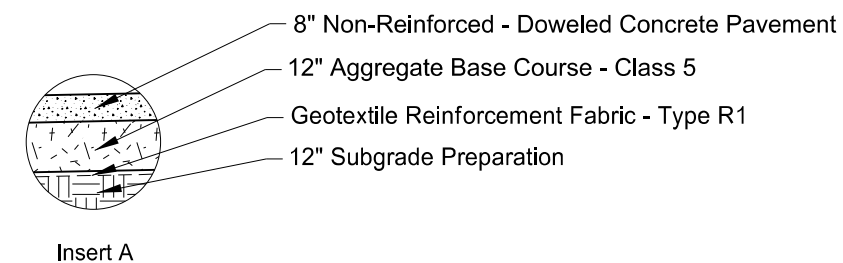
TRANSITION SIDEWALK

WEST OF WALL AVE BRIDGE
STA 38+70.0 TO STA 39+95.0



Wall Ave West - Proposed Typical Section - Concrete

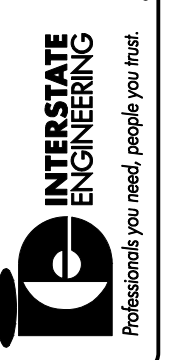
WEST OF WALL AVE BRIDGE
STA 39+95.0 TO STA 52+28.4



Rev	Date	By	Description

STORM AND STREET IMPROVEMENT DIST. NO. 2022-4 WALL AVENUE WEST RECONSTRUCTION HORACE, NORTH DAKOTA		TYPICAL SECTIONS	
Drawn By: CV	Checked By: DD	Surveyed By: RC	Designed By: CV
Project No: W2100177		Date: NOV 2022	

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TS2

MEMO

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

From: James Dahlman, PE

Date: March 14, 2023

Re: Sanitary Sewer Ordinance
Horace, North Dakota
ER23-03-103

The City of Horace does not have a sewer ordinance. Responsibility for repairs was a recent topic for the City Council and without an ordinance at that time, a decision to reimburse the homeowner for repairs was made. At that time, the City Council requested City Staff to prepare a sewer ordinance for future use.

The sewer ordinance 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 repair to sewer lines.

The attached policy has been prepared by the city attorney's office, reviewed by public works, project management, administration, and engineering and all recommend approval.

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

Thank You

ATTACHMENTS

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

~~GARBAGE AND~~ SEWER SERVICE

SECTIONS:

- 9-0101. Sewer Service Connection, Repairs, and Rates.
- 9-0102. ~~Garbage Service~~Definitions.
- 9-0103. ~~Discharge~~Connection to Public Sewers Required.
- 9-0104. ~~Certain Discharges of Storm Sewer Water Deemed Nuisance~~Private Wastewater Disposal.
- 9-0105. ~~Penalty~~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 ~~shall, by resolution, 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.
- 2.3. **“Clearwater”** means the discharge from a sump pump.
- 3.4. **“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.
- 4.5. **“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.
- 5.6. **“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.
- 6.7. **“Garbage”** means the animal and vegetable waste resulting from handling, preparation, cooking, and serving of foods.
- 7.8. **“Industrial wastes”** mean the wastewater from industrial processes, trade, or business as distinct from domestic or sanitary wastes.
- 8.9. **“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.
- 9.10. **“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.
- 10.11. **“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.
- 11.12. **“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.

~~12.~~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.

~~13.~~14. **“Public sewer”** means a common sewer controlled by a governmental agency or public utility.

~~14.~~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.

~~15.~~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.

~~16.~~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.

~~17.~~18. **“Sewage”** means the spent water of a community. The preferred term is “wastewater.”

~~18.~~19. **“Sewer”** means a pipe or conduit that carries wastewater or drainage water.

~~19.~~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.

~~20.~~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.

~~21.~~22. **“Storm drain”** (sometimes termed “storm sewer”) means a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.

- 22-23. “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.
- 23-24. “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.
- 24-25. “User” means any person who discharges, causes, or permits the discharge of wastewater into the City’s waste water treatment system.
- 25-26. “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.
- 26-27. “Wastewater facilities” means the structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.
- 27-28. “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.”
- 28-29. “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, provided that said public sewer is within two hundred (200) feet of the property line.

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. ~~A permit and inspection fee as set by resolution of the City Council shall be paid to the City at the time the application is filed.~~
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. ~~The inspection shall be made within twenty-four (24) hours of the receipt of notice by the City.~~
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 any septic tanks, cesspools, and similar private wastewater disposal facilities shall be cleaned of slug and filled with suitable material.
- ~~2.6.~~ 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.

- 3.7. 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.

~~9-0102.—**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.~~

~~9-0103.—**DISCHARGE.** No person may discharge or cause to be discharged, any storm water, groundwater, roof runoff, yard drainage, yard fountain or pond overflow, or other surface waters into the sanitary collection system of the City of Horace between the dates of March 1 to November 30 during any calendar year. Before March 1, 2002, any persons, firm or corporation having a roof, sump pump, swimming pool discharge, or surface drain now connected and/or discharging into the sanitary sewer system shall disconnect and/or remove the same. Any disconnects or openings in the sanitary sewer system shall be closed or repaired in an effective, workmanlike manner, as approved by the City Engineer for the City of Horace.~~

- ~~1. —Every person owning improved real estate that discharges into the City's sanitary sewer system shall allow City employee(s) to inspect the building to confirm that there is no sump pump or other prohibited discharge into the sanitary sewer system during the prohibited time period. Any person refusing to allow their property to be inspected within fourteen (14) days of the date City employee(s) are denied admittance to the property shall immediately become subject to a surcharge hereinafter provided for.~~
- ~~2. —A surcharge of \$100.00 per month is hereby imposed and added to every sewer billing mailed on and after March 1, 2002, to property owners who are not in compliance with Paragraph 1 of this section. The surcharge shall be added every month through November, 2002, until and unless the property is in compliance. The surcharge shall continue to be levied monthly for the months of March through November (both inclusive) for every year on properties not complying with paragraph 1 of this section. Provided, the surcharge shall not be charged unless a property has been inspected and found not to be in compliance, or if the person owning improved real estate refuses to allow an inspection.~~
- ~~3. —When a structure is being constructed in the City of Horace, if at or prior to final inspection City staff determine that the sump pump connection has been illegally connected to the City's sanitary sewer system such that there will be a permanent discharge into the City's sanitary sewer system, there shall be levied a \$500 administrative fine against the general contractor for the structure found to be in violation. If after 24 hours after written notice from the City the general contractor has not remedied the situation so that the sump pump connection can be arranged so that no surface runoff or groundwater can enter into the City's sanitary sewer~~

~~system from May 1 to November 30 of each year, there shall be an additional \$100 administrative fine for each day such a violation exists. In addition, the Building Inspector shall not issue another building permit within the jurisdiction of the Building Inspector of the City of Horace for that contractor until the violation has been remedied and any administrative fine has been fully paid to the City. A contractor who is informed of the administrative penalty shall have seven (7) days from the date of his notification of the same to request, in writing, a hearing on the issue of whether or not the basis for the administrative penalty actually exists. Such letter must be filed with the City Auditor of the City of Horace. Upon receipt of such a letter, in a timely fashion the City Auditor shall set the matter for hearing at the next City Council meeting. The contractor claiming that the basis for the penalty is incorrect shall have the burden at that hearing to establish that the violation set forth by the City staff is, in fact, incorrect. The City Council shall either confirm the determination of violation by City staff or modify or eliminate the penalty if the evidence is such that it establishes no violation occurred.~~

~~9-0104. 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 of the City of Horace. 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 of the City of Horace 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.~~

~~9-0105~~0115. PENALTY. A violation of this chapter may be punishable as an infraction as set forth in Section ~~1-0211~~ of these ordinances.

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.
- ~~4.5.~~ 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:

Date of Second Reading:

Date of Publication:

MEMO

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

From: James Dahlman, PE *Jad*

Date: March 31, 2023

Re: Water, Sewer, Storm, and Street Improvement District No. 2022-9
(63rd Street – 88th Avenue to 76th Avenue)
Plans and Specifications
Horace, North Dakota
ER22-00-134

Please find an example plan sheet attached for the above referenced project.

This is being presented for your information, review, and comments.

The anticipated project schedule is:

- April 3, 2023 - approve plans and specifications.
- April 12, 2023 - advertise in the paper.
- April 19, 2023 - advertise in the paper.
- April 26, 2023 - advertise in the paper.
- May 11, 2023 - open bids.
- October 28, 2024 - Milestone 1 substantial completion
- July 13, 2024 - substantial completion.
- July 27, 2024 - final completion.

Milestone 1 consists of all improvements within the project area except for the following:

Final stabilization, pavement, curb and gutter, signing, striping, landscaping, and lighting.

I recommend:

1. Approve the plans and specifications.
2. Direct the auditor to advertise for bids.

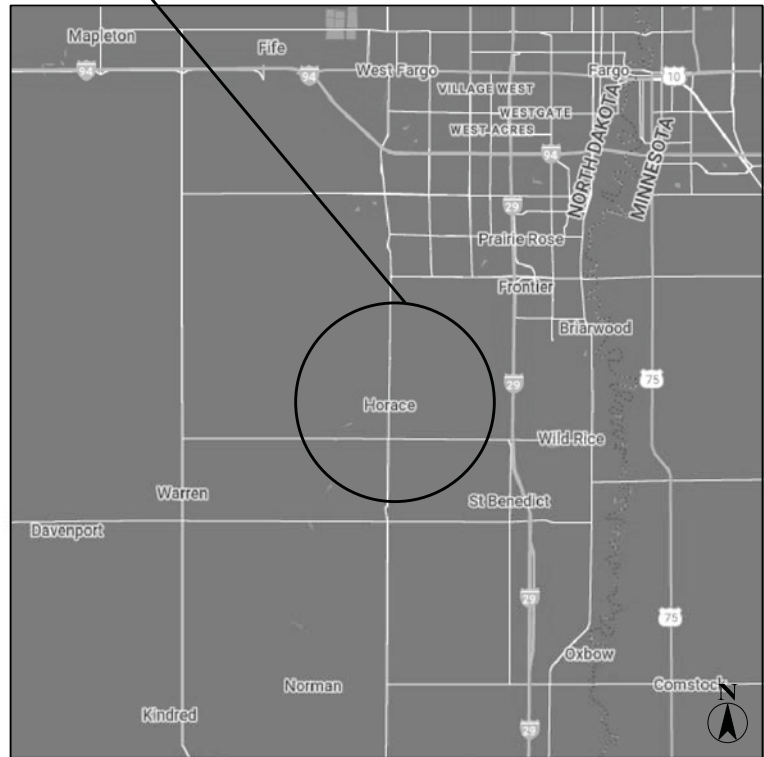
If you have any questions, please feel free to contact me at (701) 532-0438.

CONSTRUCTION PLANS
FOR
WATER, SEWER, STORM AND STREET
IMPROVEMENT DISTRICT NO. 2022 -9
63rd STREET FROM 88th AVE TO 82nd AVE

PREPARED FOR
CITY OF HORACE
HORACE, NORTH DAKOTA

PROJECT LOCATION

CITY OF HORACE
S17, T138, R49
CASS COUNTY
NORTH DAKOTA



SITE LOCATION

APPROVED:

_____, 2023

BY: _____
CITY OF HORACE
CITY ENGINEER

APPROVED:

_____, 2023

BY: _____
INTERSTATE ENGINEERING, INC.
PROJECT ENGINEER

APPROVED:

_____, 2023

BY: _____
LKA ENGINEERS, INC.

REVISION NO.	DATE	BY	DESCRIPTION



CITY OFFICIALS

MAYOR.....KORY PETERSON
CITY ADMINISTRATOR.....BRENTON HOLPER
COUNCIL PERSON.....NAOMI BURKLAND
COUNCIL PERSON.....STEPHANIE LANDSTROM
COUNCIL PERSON.....JEFFREY TRUDEAU
COUNCIL PERSON.....SARAH VEIT



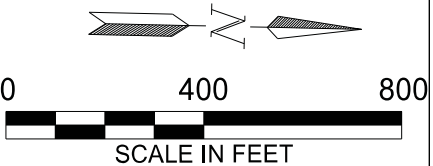
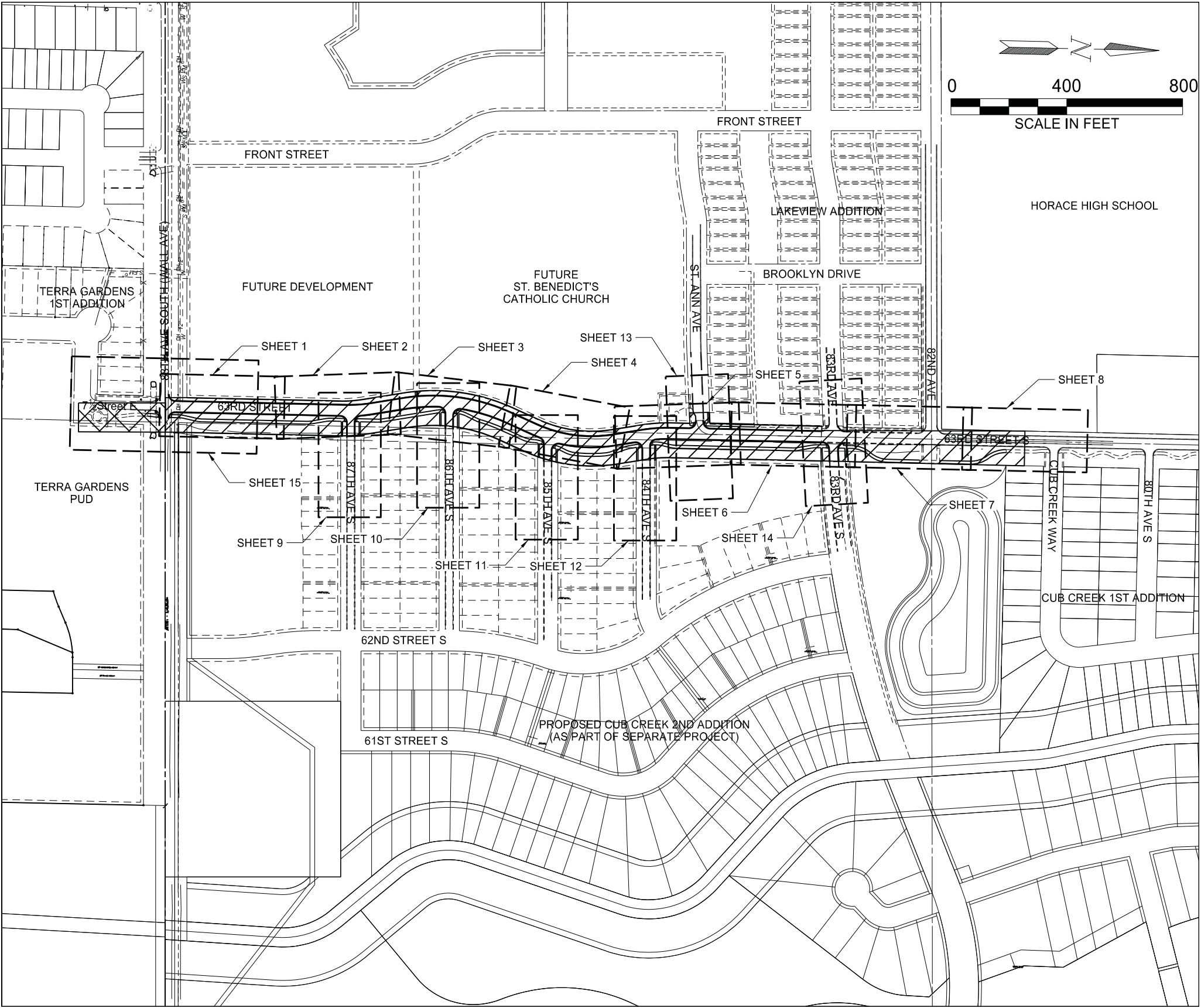
Interstate Engineering, Inc.
416 Main Street
Horace, ND 58047
Ph (701) 532-0438
www.interstateeng.com

Other offices in Minnesota, Montana and South Dakota

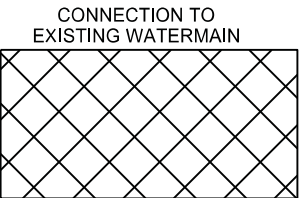
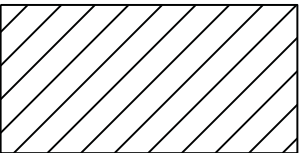
C1

SHEET NO.

PROJECT: ER2200134



- LEGEND
- 36" Wide 8" PCC PAVEMENT
 - 6" CONCRETE SIDEWALK
 - SANITARY SEWER, STORM SEWER, WATERMAIN
 - CONNECTION TO EXISTING UTILITIES



WATER, SEWER, STORM AND STREET
IMPROVEMENT DISTRICT NO. 2022-9
63RD STREET FROM 88TH AVE S TO 82ND AVE S
HORACE, NORTH DAKOTA

SCOPE OF WORK

Drawn By:	WIS	Surveyed By:	EL	Project No:	ER2200134
Checked By:	EL	Designed By:	EL	Date:	MAR, 2023

Interstate Engineering
416 Main Street
Horace, ND 58047
Ph (701) 552-0438
www.interstateeng.com



SECTION

C

3

SHEET NO.

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

~~GARBAGE AND~~ SEWER SERVICE

SECTIONS:

- 9-0101. Sewer Service Connection, Repairs, and Rates.
- 9-0102. ~~Garbage Service~~Definitions.
- 9-0103. ~~Discharge~~Connection to Public Sewers Required.
- 9-0104. ~~Certain Discharges of Storm Sewer Water Deemed Nuisance~~Private Wastewater Disposal.
- 9-0105. ~~Penalty~~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 ~~shall, by resolution, 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.
- 2.3. **“Clearwater”** means the discharge from a sump pump.
- 3.4. **“Combined sewer”** means a sewer intended to receive both wastewater and stormwater or ground water.
- 4.5. **“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.
- 5.6. **“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.
- 6.7. **“Garbage”** means the animal and vegetable waste resulting from handling, preparation, cooking, and serving of foods.
- 7.8. **“Industrial wastes”** mean the wastewater from industrial processes, trade, or business as distinct from domestic or sanitary wastes.
- 8.9. **“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.
- 9.10. **“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.
- 10.11. **“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.
- 11.12. **“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.

~~12.~~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.

~~13.~~14. “Public sewer” means a common sewer controlled by a governmental agency or public utility.

~~14.~~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.

~~15.~~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.

~~16.~~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.

~~17.~~18. “Sewage” means the spent water of a community. The preferred term is “wastewater.”

~~18.~~19. “Sewer” means a pipe or conduit that carries wastewater or drainage water.

~~19.~~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.

~~20.~~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.

~~21.~~22. “Storm drain” (sometimes termed “storm sewer”) means a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.

- 22-23. “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.
- 23-24. “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.
- 24-25. “User” means any person who discharges, causes, or permits the discharge of wastewater into the City’s waste water treatment system.
- 25-26. “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.
- 26-27. “Wastewater facilities” means the structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.
- 27-28. “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.”
- 28-29. “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 sixty (60) days after the date of official notice to do so, provided that said public sewer is within two hundred (200) feet of the property line.

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. ~~A permit and inspection fee as set by resolution of the City Council shall be paid to the City at the time the application is filed.~~
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. ~~The inspection shall be made within twenty-four (24) hours of the receipt of notice by the City.~~
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 or until tank failure, whichever occurs later, in compliance with this ordinance, and any septic tanks, cesspools, and similar private wastewater disposal facilities shall be cleaned of slug and filled with suitable material.
- ~~2-6.~~ 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.

3.7. 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, 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.

~~9-0102.— **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.~~

~~9-0103.— **DISCHARGE.** No person may discharge or cause to be discharged, any storm water, groundwater, roof runoff, yard drainage, yard fountain or pond overflow, or other surface waters into the sanitary collection system of the City of Horace between the dates of March 1 to November 30 during any calendar year. Before March 1, 2002, any persons, firm or corporation having a roof, sump pump, swimming pool discharge, or surface drain now connected and/or discharging into the sanitary sewer system shall disconnect and/or remove the same. Any disconnects or openings in the sanitary sewer system shall be closed or repaired in an effective, workmanlike manner, as approved by the City Engineer for the City of Horace.~~

- ~~1.— Every person owning improved real estate that discharges into the City's sanitary sewer system shall allow City employee(s) to inspect the building to confirm that there is no sump pump or other prohibited discharge into the sanitary sewer system during the prohibited time period. Any person refusing to allow their property to be inspected within fourteen (14) days of the date City employee(s) are denied admittance to the property shall immediately become subject to a surcharge hereinafter provided for.~~
- ~~2.— A surcharge of \$100.00 per month is hereby imposed and added to every sewer billing mailed on and after March 1, 2002, to property owners who are not in compliance with Paragraph 1 of this section. The surcharge shall be added every month through November, 2002, until and unless the property is in compliance. The surcharge shall continue to be levied monthly for the months of March through November (both inclusive) for every year on properties not complying with paragraph 1 of this section. Provided, the surcharge shall not be charged unless a property has been inspected and found not to be in compliance, or if the person owning improved real estate refuses to allow an inspection.~~
- ~~3.— When a structure is being constructed in the City of Horace, if at or prior to final inspection City staff determine that the sump pump connection has been illegally connected to the City's sanitary sewer system such that there will be a permanent discharge into the City's sanitary sewer system, there shall be levied a \$500 administrative fine against the general contractor for the structure found to be in violation. If after 24 hours after written notice from the City the general contractor has not remedied the situation so that the sump pump connection can be arranged so that no surface runoff or groundwater can enter into the City's sanitary sewer system from May 1 to November 30 of each year, there shall be an additional \$100 administrative fine for each day such a violation exists. In addition, the Building Inspector shall not issue another building permit within the jurisdiction of the Building Inspector of the City of Horace for that contractor until the violation has been remedied and any administrative fine has been fully paid to the City. A~~

contractor who is informed of the administrative penalty shall have seven (7) days from the date of his notification of the same to request, in writing, a hearing on the issue of whether or not the basis for the administrative penalty actually exists. Such letter must be filed with the City Auditor of the City of Horace. Upon receipt of such a letter, in a timely fashion the City Auditor shall set the matter for hearing at the next City Council meeting. The contractor claiming that the basis for the penalty is incorrect shall have the burden at that hearing to establish that the violation set forth by the City staff is, in fact, incorrect. The City Council shall either confirm the determination of violation by City staff or modify or eliminate the penalty if the evidence is such that it establishes no violation occurred.

~~9-0104. 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 of the City of Horace. 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 of the City of Horace 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.~~

~~9-01050115. PENALTY. A violation of this chapter may be punishable as an infraction as set forth in Section 1-0211 of these ordinances.~~

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.
- ~~4.5.~~ 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:

Date of Second Reading:

Date of Publication:



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

City of Horace City Council Staff Report

Entitlements Requested:	Subdivision	Zone Change	Design Review	Conditional Use	Variance	Lot Spilt	Other
Title:	856 Harvest Circle Variance Request	City Council Date:	April 3, 2023	Application Number:	CD-2023-02		
Parcel Number:	15025800060000	Staff Contact:			Jace Hellman		
Owner(s):	Black Butte Development LLC	Applicant(s)			Marlene & Deny Dahl		
Applicant Contact	MKDahl@q.com	Representative	Dale Hammerschmidt	Representative Contact	Dale@hammerschmidtconstruction.com		

Purpose

The applicant requests a variance from Horace City Code section 17.5.6, Subsection 5 (b), which requires a minimum rear yard setback within the R-3 zoning district to be thirty (30) feet. The request is to allow a portion of the rear of the house to extend four (4) feet into the setback to allow for additional four (4) feet to be added to the house to allow the tv room to be wider for ADA purposes for the owners.

Statement of Fact

Future Land Use Map Classification	The property is currently designated as Community Focus Area
Existing Land Use	Vacant – Future Single-Family Home
Current Zoning	Medium Density Residential (R-3)
Area Size	0.22 acres
Adjacent Zoning Districts	North: PF (Public Facilities); East: R-4 (Medium Density Residential); South: R-3 (Medium Density Residential); West: R-4 (Medium Density Residential)
Land Dedication Requirements	None (Existing Residential Subdivision)

Consistency with Comprehensive Plan and Future Land Use Map

The proposed application does not propose to change the current zoning district classification of the property in question. The property was zoned in accordance with the approval the Arrowwood 3rd Addition. Staff would note that the R-3 zoning district classification is not consistent with the City's Future Land Use Map, which designates the property as a Community Focus Area.

Discussion and Observation

The applicant requests a variance from Horace City Code section 17.5.6, Subsection 5 (b), which requires a minimum rear yard setback within the R-3 zoning district to be thirty (30) feet. This request, if approved would allow the applicant to construct an addition four feet on to a portion of the proposed single-family dwelling to accommodate a wider tv room to allow more maneuverability within the dwelling.

The applicant's representative has stated that the special condition and circumstance that exists is that the soon-to-be owners of the property are elderly, and that the request would allow for additional space in one room to allow for the homeowners to navigate more easily.

Following review of the application and site, staff is unable to identify the unnecessary 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 staff's opinion, there are no special conditions and/or circumstances which are peculiar to this property and that are not applicable to other lots that are zoned R-3, both in direct vicinity of this property, and throughout the City as well. For those reasons, staff is not able to recommend that Planning and Zoning Commission recommend approval of the proposed variance application.

Additionally, staff would note that Arrowwood 3rd Addition is not available to build in or pull permits in at this time. Construction of the development is currently underway. As a result, the applicants do not currently own the property that the variance is being requested for.

The Planning and Zoning Commission held a public hearing on March 14, 2023, to review the proposed application (a draft of the meeting minutes has been provided as an attachment to this staff report). The Planning and Zoning Commission voted 4-0 to recommend denial of the Variance request for 856 Harvest Circle.

Staff's Recommendation

To accept the findings and recommendations of the staff report and recommend denial of the 856 Harvest Circle Variance to the City Council.

Planning and Zoning Commission Recommendation

On March 14, 2023, the Planning and Zoning Commission voted 4-0 to recommend denial of the Variance request for 856 Harvest Circle to the City Council.

Attachments

1. Variance Application
2. Vicinity Map
3. Proposed Site Plan
4. Planning and Zoning Commission Meeting Minutes Draft - March 14, 2023



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

APPLICATION DATE

(mo/day/year)

VARIANCE APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): Marlene and Deny Dahl

ADDRESS: 8 Brevet Place, Lincoln, ND 58504

PRIMARY PHONE: 701-282-8605

ALTERNATIVE PHONE:

EMAIL: mkdahl@q.com

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Dale Hammerschmidt

ADDRESS: 4671 10th St N, Fargo, ND 58102

PRIMARY PHONE: 701-200-2698

ALTERNATIVE PHONE:

EMAIL: dale@hammerschmidtconstruction.com

3 PROPERTY DETAILS

LEGAL DESCRIPTION: ARROWWOOD 3RD ADDN LT 6 BLK 1

ADDRESS: 856 HARVEST CIR

CURRENT ZONING: R-3

PROPOSED LAND USE: Single Family Dwelling

4 PLEASE EXPLAIN THE FOLLOWING: How special conditions and circumstances exist which are peculiar to the premises and which are not applicable to other premises in the same zoning district.

Special conditions and circumstances that exist is the owners are elderly. Some assistance is needed on occasion at this time with a walker and at times with a wheel chair. Within this variance requested to add additional space to house in one room in the rear or back of the house to allow room for owners to navigate more easily.

5 PLEASE EXPLAIN THE FOLLOWING: How the literal interpretation of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.

The literal interpretation of the ordinance that would deprive the applicants rights would be not allowing the additional room needed to maneuver more easily in the room where the variance is requesting.

6 PLEASE EXPLAIN THE FOLLOWING: How the special conditions and circumstances have not resulted from actions of the applicant.

Have no explanation of this as not sure how to answer.

7 PLEASE EXPLAIN THE FOLLOWING: How the granting the variance requested will not confer upon the applicant any special privileges that are denied by this ordinance to other premises.

The request in the variance is to extend house in towards rear of the lot, current setback is 30' per R-3 zone. We are requesting a portion of the rear of the house to extend into this setback and requesting a variance of 26' on rear setback to allow for an additional 4' to be added to a portion of the rear of the house to allow the TV room to be wider for ADA purposes for the owners. At this time in this development there are no other premises that have been denied as this is will most likely be the first house built in this development.

8 PLEASE EXPLAIN THE FOLLOWING: How the variance is the minimum which would make possible a reasonable use of the premises.

The minimum of extending a portion of the rear of the house 4' that will encroach on the setback of 30' on rear of the house. Variance is requesting the setback be 26'.

9 PLEASE EXPLAIN THE FOLLOWING: How the granting of a variance will be in harmony with the general purpose of this ordinance and will not be injurious to the surrounding premises, neighborhood or the city and will not be contrary to the most current

By granting the variance, the harmony will only effect the back of each premises adjacent to this premises. In most developments the rear of the premises of each location seldom are the same distance from the rear setback, meaning most premises have a stagger in comparison to each other. Totally understand the front set back to keep the homes at the same distance from the street where it's most noticed. In this situation the rear of the premises on lots 1-6 in Block 1 butt up to the old railroad. There is plenty of room from the premises in the rear of the house and this added 4' to the house will not be noticeable in the opinion of the owners.

10 PLEASE EXPLAIN THE FOLLOWING: How there is practical difficulty or unnecessary hardship in use of the premises if the strict application of the regulations are to be carried out.

The owners are elderly and are anticipating the use of wheel chair to move throughout the premises. For the ease of use of their home in particular the TV room in rear of the house is narrow and will make it practically impossible to navigate in this room. Owners are asking to make this room 4' wider for this reason. Making it 4' wider will encroach into the current rear setback 4'. Variance is requesting the setback be 26' to allow for the expansion of this room.

11 SIGNATURE

Dennis Dahl
Martene K Dahl

OWNER SIGNATURE

Feb 10 - 2023

DATE

[Signature]

REPRESENTATIVE SIGNATURE

2/12/2023

DATE

VARIANCE FEE SCHEDULE

VARIANCE FEE — \$325.00

DATE FEE PAID:

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

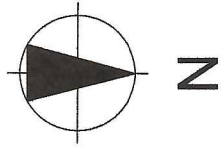
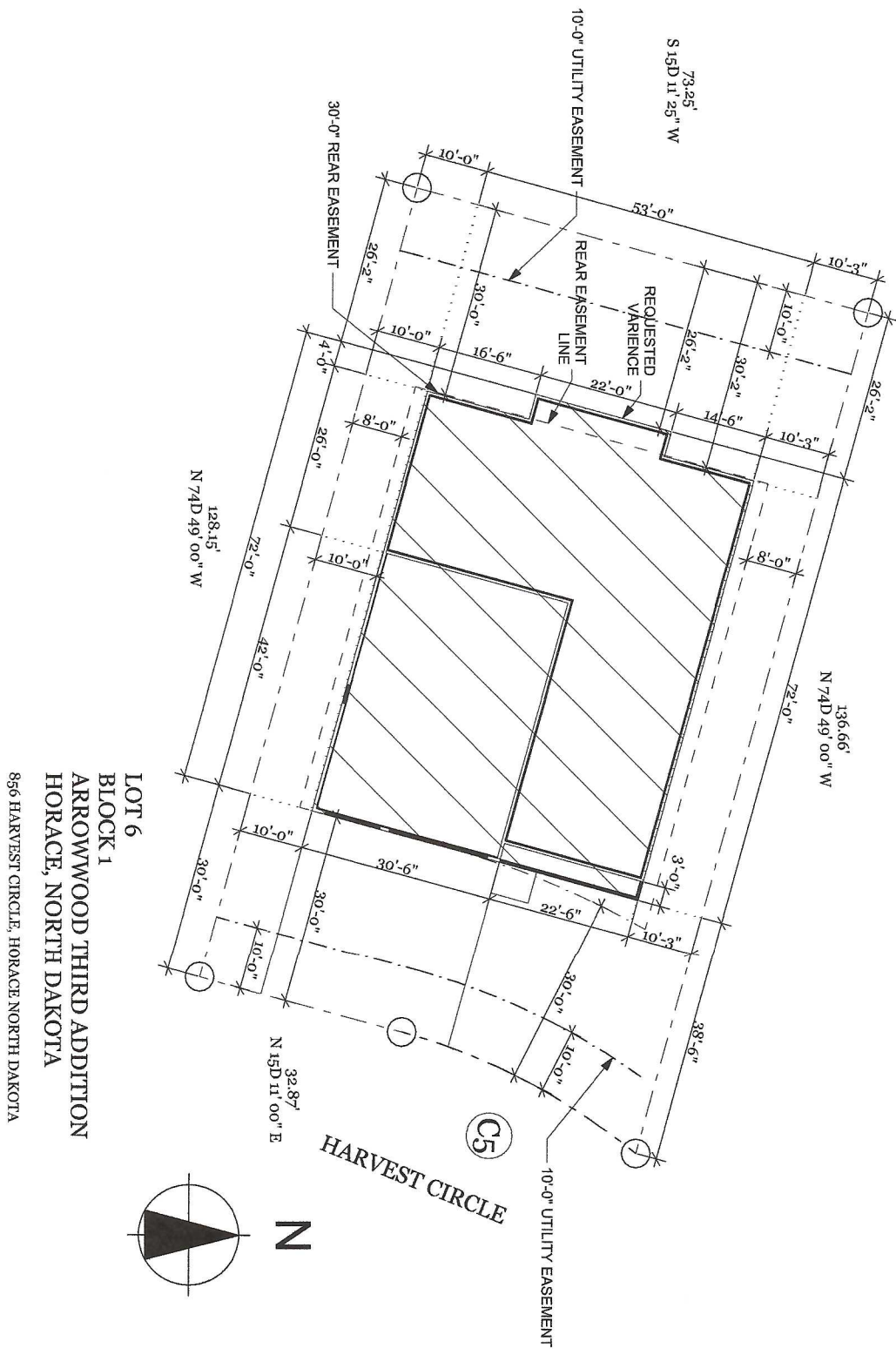
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856 Harvest Circle Variance Application Vicinity Map



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



LOT 6
BLOCK 1
ARROWWOOD THIRD ADDITION
HORACE, NORTH DAKOTA
856 HARVEST CIRCLE, HORACE NORTH DAKOTA

HARVEST CIRCLE

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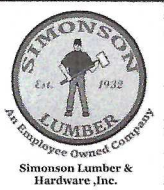
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**Dahl, Marlene & Denny Residence
(T.V. option -Variance)**

Project Description:

Lot 6, Block 1
Arrowwood Third Addition
856 Harvest Circle,
Horace, North Dakota

Drawn by: BR	Checked by: JCHH	A2
Date Issued: 05-11-2022	Revised Date: 2/8/2023	
Scale: REFER TO PLAN	Simonson Lumber & Hardware, Inc. is not responsible for any changes after the date shown.	



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HORACE PLANNING and ZONING COMMISSION MEETING MINUTES

March 14, 2023 | 6 p.m.

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

Present: Planning and Zoning Commissioners, Amy Beaton (Via Teams), Julie Hochhalter, Russell Sahr and Doug Wendel; Community Development Director Jace Hellman; City Council Member Naomi Burkland

Due to Chair Beaton calling into the meeting, Vice Chair Hochhalter ran the meeting.

Vice Chair Hochhalter called the meeting to order at 6:00 p.m.

Agenda Item 1: Declare Quorum

Agenda Item 2: Regular Agenda

Commissioner Wendel moved to approve the Regular Agenda. Seconded by Commissioner Sahr. All in favor, none opposed. Motion carried 4-0.

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

Chair Beaton moved to approve the minutes from February 28, 2023. Seconded by Commissioner Sahr. All in favor, none opposed. Motion carried 4-0.

Agenda Item 4: 856 Harvest Circle Variance Request | Jace Hellman, Community Development Director

Mr. Hellman presented the application for variance request. Mr. Hellman explained that the applicant has requested a variance from Horace City Code section 17.5.6, Subsection 5 (b), which requires the minimum rear yard setback within the R-3 zoning district to be thirty feet. If the request is approved, this would allow the applicant to construct an additional four feet onto a portion of the proposed single-family dwelling to accommodate a wider tv room to allow more maneuverability within the dwelling. Mr. Hellman went on to explain that the applicants representative has stated that the special condition that exists is that the soon-to-be owners of the property are elderly, and the request would allow for additional space in one room to allow for the homeowners to navigate more easily. Mr. Hellman stated that from a technical review of what a variance application is for, he was unable to identify the unnecessary hardship, such as site and topographical constraints, property shape or location, that is specific to this property and that would require a proposed structure to encroach into the required setback. Mr. Hellman went on to say that there unfortunately are no special conditions or circumstances that are peculiar to this property that are not applicable to other lots that are zoned R-3, both in direct vicinity of this property, and throughout the City as well. Mr. Hellman recommended that the Planning and Zoning Commission recommend denial of the proposed application. Lastly, Mr. Hellman noted that Arrowood 3rd Addition is currently not constructed and no available to build in or pull permits within.

Vice Chair Hochhalter opened the public hearing for the Variance request at 6:03 PM.

The applicant's representative asked that with the vacating of the Railroad Right-of-Way if the property lines would be affected the property lines as well. Mr. Hellman said it would not impact the current boundary of the development. Commissioner Sahr mentioned that there would most likely be a recreational pathway put in place of the Railroad. Commissioner Sahr mentioned that there are few variances that are granted, and those that have already were properties that were already built upon. Commissioner Wendel asked if the zoning of property under the new ordinance would allow their proposal. Mr. Hellman explained that per the current proposed zoning map, it is unlikely that would. Mr. Hellman also mentioned that the proposed zoning ordinance would not apply to the



application that is front of them. Commissioner Sahr explained that the ordinance is specific, that there must be an undue hardship, and that typically that hardship involves the lot. Commissioner Beaton asked what percentage of the lot the proposed house is going to cover. The applicant's representative stated that is below that standard.

Vice Chair Hochhalter closed the public hearing for the Variance request at 6:12 PM.

Commissioner Sahr moved to recommend denial of the variance request for 856 Harvest Circle. Seconded by Commissioner Wendel. All in favor, none opposed. Motion carried 4-0.

Agenda Item 5: Horace Elementary School Expansion | Jace Hellman, Community Development Director

Richard Meier, YHR Partners, discussed the proposed expansion to the elementary school. Mr. Meier explained that the proposed expansion was a 7500 square foot addition that is designed to look the same as the existing building. Commissioner Wendel asked if the mechanical units are on the exterior of the addition. Mr. Meier explained that the existing units were sized to accommodate this addition, and that they are in the interior of the building. Councilmember Burkland asked how much more is the school planning on adding to this location. Mr. Meier stated that this is the biggest that this elementary school will get.

Commissioner Sahr moved to approve the design review request for the Horace Elementary School Expansion. Seconded by Chair Beaton. All in favor, none opposed. Motion Carried 4-0.

Agenda Item 6: Horace Elementary School Playground Site Modification | Jace Hellman, Community Development Director

Mr. Hellman explained this site plan modification is a request to add additional basketball courts to the elementary school grounds. Mr. Hellman mentioned that this site plan review is front of the Planning and Zoning Commission as a design review because it was a modification of a previously approved site plan.

Commissioner Wendel moved to approve the site plan modification for Horace Elementary. Seconded by Commissioner Sahr. All in favor, none opposed. Motion carried 4-0.

Agenda Item 7: 9800 Industrial Drive – Phase 2 | Jace Hellman, Community Development Director

Mr. Hellman mentioned that the first phase of the building was approved by the Planning and Zoning Commission in the beginning of March in 2022. Mr. Hellman discussed that this proposed building is a direct repeat of the first phase in terms of design. Mr. Hellman did mention that the applicant had inquired about approving the entire site, including the remaining phase which is planned to another copy of the building in front of them now. Vice Chair Hochhalter said that they would prefer to see the design review request with each phase. Commissioner Wendel asked if there was enough parking provided. Mr. Hellman explained that the challenge with shop condo/flex space buildings is that the end user is not identified at this time, so you have to find the right balance, so you don't under park the area or over park it. The Commission discussed screening of the property as a whole from potential different uses to the north. Commissioner Wendel asked if there was a specific number of plants they needed. Mr. Hellman explained that there are required plant units within the City's ordinances, however, an industrially zoned property is exempt from those unit requirements, but they are encouraged to participate.

Commissioner Wendel moved to approve the design review request for 9800 Industrial Drive – phase 2 with the recommendation that the applicant install additional trees along the northern boundary of the property beyond the proposed paving. Seconded by Commissioner Sahr. All in favor, none opposed. Motion carried 4-0.

Agenda Item 8: Adjournment at 6:43 p.m.