

Twin Valley City Council Regular Council Meeting

Monday, May 12, 2025, 7:00 PM

Twin Valley Community Center

1 **CALL TO ORDER** _____ PM

2 **PLEDGE OF ALLEGIANCE**

CITIZEN'S FORUM

Maximum Time - 10 minutes. If no public comments are presented, meeting will continue.

ADDITIONS TO AGENDA

_____/_____/M/S/P

1) _____

2) _____

3 **MINUTES APPROVAL** April Minutes

_____/_____/M/S/P

CLAIMS	04/15/2025 - 04/30/2025	<u>\$34,761.84</u>
	05/01/2025 - 05/12/2025	<u>\$48,511.84</u>

PAYROLL	03/30/2025 - 04/12/2025	<u>\$11,154.42</u>
	04/13/2025 - 04/26/2025	<u>\$10,206.55</u>

DISBURSEMENT TOTAL \$104,634.65

_____/_____/M/S/P

PUBLIC HEARING - PAVING PROJECT, HEROLD CT & OPPEGARD

Work Order - Ulteig
Resolution

5 **ULTEIG - PROJECT UPDATE** Sellins pay request #7 \$253,504.95

6 **COMMUNITY** Community Gardens - Compost
Community Center - Church Rummage Sale
Lawful Gambling (Raffle) Permit Application - Trap Team
Building Permit Application - 100 Hanson
Demolition incentive inquiry - Dobmeyer

8 REPORTS OF OFFICERS, BOARDS, COMMITTEES

FIRE/RESCUE General Report
Gary Cares Donation Fire \$2080 Rescue \$2031

LIQUOR	General Report	Gross Sales <u>\$ 41,070.85</u>	ATM <u>\$385.00</u>
	American Legion Donation - Pig Roast \$347.91		

PUBLIC WORKS General Report

EDA/PARKS General Report

OTHER COMMITTEE UPDATE(s)

ADMIN

Financial Statement

9 **OLD BUSINESS** Nuisance Properties

11 **FYI/OTHER**

12 **MEETING ADJOURNED** _____ PM

_____/____ M/S/P

**MONDAY, April 14, 2025 – TWIN VALLEY CITY COUNCIL
REGULAR MONTHLY MEETING
Twin Valley Community Center – 7:00 PM**

MEMBERS: Harold Allrich, Michael Bolton, Tammy Carlsrud, Tracy Christianson, Mike Lampton

OTHERS: Toni Nysetvold, Prestin Douville, Jess Riepe, Pete Pazdernik, Kerry Askelson, Joe Boe, Kris Carlson, Alex Ranz

PURSUANT DUE TO CALL and notice thereof the Twin Valley City Council held its regular monthly meeting on Monday, April 14, 2025. Mayor Bolton called the meeting to order at 7:00PM.

MONTHLY BUSINESS

Minutes—Christianson/Lampton-m/s/p to approve the March minutes as written.

Disbursements—Lampton/Christianson-m/s/p to approve disbursements totaling \$125,387.63, a full list of which is available for review in the City Clerk's Office.

ULTEIG/PROJECT UPDATE—Kris Carlson and Alex Ranz from Ulteig Engineering attending meeting to update Council on ongoing Sewer/Pond project as well as to begin the process for the Herold Court Street Improvement Project. Motion by Councilmember Christianson, second by Councilmember Carlsrud, the following Resolution to official commence the project and call for the preparation of engineer report was adopted.

RESOLUTION 2025—06 A RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT

WHEREAS, it is proposed to improve: Herold Court North, Opegard Ave NW, Herold Court South and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Twin Valley, County of Norman, Minnesota:

1. That the proposed improvement be referred to Ulteig Engineers, Inc. for study and that they are instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Upon a roll call vote taken thereon the following voted in favor of said resolution: Harold Allrich, Michael Bolton, Tammy Carlsrud, Tracy Christianson, & Mike Lampton; and the following voted against: None. **WHEREUPON** said resolution was duly adopted this 14th day of April, 2025.

RACHEL JOHNSON, CLERK-TREASURER

MICHAEL BOLTON, MAYOR

Carlson and Ranz reviewed preliminary engineering report for the 2025 Street Improvement of Herold Court Addition. The proposed project proposes constructing a 22-foot-wide asphalt roadway, spanning 5,465 frontage feet. Estimated to cost a total of \$372,500. With the City's current assessment Policy, the City would take responsibility for 40% of the total cost, as well as the costs for frontage feet on City owned land. At this time, prospective assessments per frontage foot at \$40.90. With a motion from Councilmember Christianson, seconded by Councilmember Lampton the following Resolution accepting the feasibility study and calling for an assessment hearing was passed. **RESOLUTION 2025—07 A RESOLUTION RECEIVING THE FEASIBILITY REPORT ON IMPROVEMENT AND CALLING HEARING ON IMPROVEMENT**

WHEREAS, pursuant to resolution of the council adopted April 14th, 2025 a report has been prepared by Ulteig Engineers, Inc., Kris Carlson Engineer, with reference to the proposed improvement of: Herold Court North, Opegard Ave NW, Herold Court South and this report was received by the council on April 14th, 2025, and WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other

improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TWIN VALLEY, MINNESOTA:

1. The council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$372,500.00.

2. A public hearing shall be held on such proposed improvement on the 12th day of May, 2025, at the Twin Valley Community Center at 7:00 p.m. and the City Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Upon a roll call vote taken thereon the following voted in favor of said resolution: Harold Allrich, Michael Bolton, Tammy Carlsrud, Tracy Christianson, & Mike Lampton; and the following voted against: None. **WHEREUPON** said resolution was duly adopted this 14th day of April, 2025.

RACHEL JOHNSON, CLERK-TREASURER

MICHAEL BOLTON, MAYOR

Discussed ongoing Sewer/Pond project, equipment has been moved back out to the lagoons to continue work on structures and lift stations. Bio-Solids removal has been approved by the MPCA. Contractor will also visit Herold Court to clean up streets.

Allrich/Lampton-m/s/p to approve Sellin Brothers Inc payment request #6 totaling \$17,934.09, for materials on hand.

OLD BUSINESS—Council given simplified breakdown of nuisance abatement ordinance procedure and ordinance violation procedure. Now that there is no local law enforcement to assist in ordinance violations the task will fall back on office staff and the City attorney to enforce. Discussed nuisance properties. Members of the nuisance committee have individually been through town taking note of properties currently in violation of City ordinance(s). No citations will be issued until after City Clean-up Day on April 24th. City officials have received complaints regarding vehicles which appear to be inoperable parked on Pleasant Ave SW. Johnson has contacted City Attorney Julin for guidance on the legality of having vehicles towed from City streets. Legal Counsel reviewed City Ordinance and MN State Statute and advised to post vehicles before having them towed to give the owner the opportunity to remove on their own. Christianson/Carlsrud-m/s/p to order the removal of inoperable vehicles left on public streets longer than 48 hours, with a 24-hour notice left on vehicle before towing is requested. Joe Boe addressed Council to ask what the City intended to do with the “junk yard” located South of his property along Highway 32. Stated he has on going issues with garbage and other debris being blown into his yard. Asked that the City contact the environmental protection agency regarding the alleged leaking vehicle fluids on the lot as well as take action to have all the “junk” removed. An attempt was made to explain to Boe the law as it falls under City Ordinance and abatement procedures as they have changed with the loss of the Police Department.

COMMUNITY—Allrich/Lampton-m/s/p to nominate Dale Svaren to continue to serve on the Tri-Valley Opportunity Council Board of Directors on behalf of Norman County and the City.

Christianson/Lampton-m/s/p to approve a building permit to erect a metal grain bin at 205 1st St SW.

Lampton/Carlsrud-m/s/p to approve a building permit to install 6’ wooden privacy fencing at 300 1st St SW.

Lampton/Allrich-m/s/p to approve moving the manufactured home, decks, entryway, and shed from 104 Norman Ave NE to the property at 206 3rd St NE.

FIRE/RESCUE—Pazdernik reported 2 fire calls and 15 rescue calls for the previous month. Requested permission to control burn on two parcels of City owned property, Carlsrud/Christianson-m/s/p to approve.

LIQUOR—Gross sales for March \$43,149.95, ATM \$451.50. Allrich/Christianson-m/s/p to approve hire of Nicole Nogowski as a bartender. Nysetvold updated Council on events; upcoming Steak Night (5/9) with Horse Races

and a meat raffle. Bar will be open at the Community Center for the American Legion event being held 5/3. Requested Council approval to donate proceeds from liquor sales back to the American Legion to use in their General Fund. Nysetvold will also donate her time again this year to work at the event. Christianson/Lampton-m/s/p to approve.

PUBLIC WORKS—New garbage totes arrived early and have been distributed. City has extra totes on hand to make exchanges or additions as necessary. Askelson will address the gravel issues in Herold’s court if the contractors don’t get to it this week.

EDA/PARKS—Discussed skating rink, the possibility of flooding both the new and old areas—old rink area is notoriously difficult to flood, Askelson reported seeing very little activity on the new rink, was unsure it would be timewise to flood both for lack of use. Discussed possibly updating playground equipment at the Lincoln Ave Park.

EDA received business plan and land request from Heir Creek Milling and Processing, LLC to acquire the remaining RR property owned by the City to erect a stone flour mill. Mill would eventually employ 1-2 people. A second phase of the proposed project would be grain cleaning for either milling, consumption or seed, with an additional 1-2 employment opportunities. This new building and business opportunity in town would generate additional property taxes for the City as well as local County Sales tax once operational. EDA requested Council approval to offer the land for \$1.00 in exchange for having the business constructed and operational within one year. Christianson/Lampton-m/s/p to approve the proposal and request the City Attorney be contacted to assist in drafting the legal documents for the transfer.

Mayor Bolton had previously reached out to the property owners of a parcel of land located next to the Otter Tail substation, inquiring if they would entertain selling the land to the City for development. It was noted they were willing to entertain offers. Christianson/Lampton-m/s/p to offer \$6,000 to Tood Kappes for a little over an acre of land to be used as a possible building site for apartment development.

The City received a complaint regarding animals running loose at Heiberg Park, specifically the campground area. Signage will be placed at the park that dogs are required to be on a leash.

Allrich/Lampton-m/s/p to approve the following election of officers for the EDA, Tracy Christianson—Chair Person/President, Tammy Carlsrud—Vice Chair/Vice President, and Jess Riepe—Secretary/Treasurer.

The Boy Scouts have a couple scouts that are planning projects to become Eagle Scouts, possibly the creation of a compost bin for the community garden site and a floating dock for kayakers. More information to come.

Askelson looked into a replacement for the broken slide at Heiberg Park, estimates were around \$2,500. Will look into other options.

NEW BUSINESS—Allrich/Lampton-m/s/p to approve an LG230 Application to Conduct Off-Site Gambling for the Twin Valley American Legion Post 431 to host pull-tabs at an event to be held May 3, 2025 in the Twin Valley Community Center.

Lampton/Christianson-m/s/p to approve Mobile Food Unit vendor permit for Side Street Bar & Grill.

Christianson/Carlsrud-m/s/p to renew Mudslinger ATV membership for \$50.00.

Lampton/Allrich-m/s/p to approve \$100.00 donation/sponsorship to the Twin Valley Rider’s Club.

Christianson/Carlsrud-m/s/p to approve \$50.00 donation/sponsorship for the Wild Rice Peacemakers.

FYI/OTHER—Cleanup day is scheduled for April 24th. Board of Appeal and Equalization is Monday April 28th. Allrich requested the Pledge of Allegiance be added to the agenda to begin meetings.

Meeting adjourned 8:40PM, Christianson/Carlsrud-m/s/p.

Attest: _____
RACHEL JOHNSON, CLERK-TREASURER

Signed: _____
MICHAEL BOLTON, MAYOR

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**MONDAY, APRIL 28, 2025 – TWIN VALLEY CITY COUNCIL
BOARD OF APPEAL AND EQUALIZATION HEARING
Twin Valley Community Center – 6:00 PM**

MEMBERS: Harold Allrich, Michael Bolton, Tracy Christianson **VIA PHONE:** Mike Lampton
OTHERS: Mindy Kinkade, Marti Sip

PURSUANT DUE TO CALL and notice thereof the Twin Valley City Council held the annual Board of Appeal and Equalization Hearing on Monday, April 28, 2025, Mayor Bolton called the hearing to order at 6:02 PM.

The board reviewed the 2025 City Assessment Summary as presented by the Norman County Assessor’s office.

There were 10 “good” sales for the City of Twin Valley between October 1, 2023 and September 30, 2024 that affected the updates market values for the 2025 assessments. There was an overall city-wide decrease of 10%.

No citizens were in attendance to request a review. Adjourned 6:20PM, Christianson/Allrich-m/s/p.

Attest: _____
RACHEL JOHNSON, CLERK-TREASURER

Signed: _____
MICHAEL BOLTON, MAYOR

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DISBURSEMENTS FOR APPROVAL

03/11/2025 thru 04/14/2025

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
A.F.L.A.C. WEST REGION	Employee Benefit	\$138.00
ADA BUILDING CENTER, INC.	Repairs & Maintenance	\$196.93
ARVIG	Telephone/Internet	\$781.42
AUTO VALUE MAHNOMEN	Repairs & Maintenance	\$171.57
BMO BANK	Bank Card Expenses	\$1,027.78
BUCKLE'S HARDWARE	Repairs & Maintenance	\$647.51
BURLEY'S TREE SERVICE	Contracted Service	\$300.00
EFTPS-ONLINE	Payroll Taxes	\$1,950.50
FURTHER	Employee Benefit	\$70.90
HEALTH EQUITY	Employee Benefit	\$66.60
KRJB FM RADIO	Advertising	\$375.00
LAKES COMMUNITY COOP	Utility	\$1,106.51
MARCO TECHNOLOGIES LLC	Contracted Service	\$54.93
MATRIX TRUST COMPANY	Employee Benefit	\$55.00
MN DOR - PAYROLL TAX	Payroll Taxes	\$332.79
MN PEIP	Employee Benefit	\$1,153.74
NORMAN CO. AUDITOR/TREASURER	Property Tax	\$2,541.00
OFFICE SUPPLIES PLUS*	Operating Supplies	\$149.31
OTTERTAIL POWER CO.	Utility	\$2,413.69
PAYROLL	Wages	\$6,745.11
P.E.R.A. - SDR DIVISION	Employee Benefit	\$1,120.01
PREMIUM WATERS	Operating Supplies	\$27.25
U.S. POSTAL SERVICE (CMRS-FP)	Postage	\$57.00
USABLE LIFE	Employee Benefit	\$24.51
VERIZON WIRELESS	Telephone/Internet	(\$15.70)
VESTIS	Contracted Service	\$272.99
	GENERAL FUND TOTAL	\$21,764.35
A.F.L.A.C. WEST REGION	Employee Benefit	\$38.46
ARVIG	Telephone/Internet	\$307.06
BMO BANK	Bank Card Expenses	\$593.47
BUCKLE'S HARDWARE	Repairs & Maintenance	\$92.52
CORE & MAIN LP	Repairs & Maintenance	\$127.89
EFTPS-ONLINE	Payroll Taxes	\$919.44
FURTHER	Employee Benefit	\$52.94
HAWKINS, INC.	Operating Supplies	\$781.00
HEALTH EQUITY	Employee Benefit	\$50.20
INTEGRATED PROCESS SOLUTIONS, INC.	Repairs & Maintenance	\$719.54
LAKES COMMUNITY COOP	Utility	\$346.74
MATRIX TRUST COMPANY	Employee Benefit	\$72.50
MN DOR - PAYROLL TAX	Payroll Taxes	\$160.54
MN DOR - SALES & USE TAX	Sales Tax	\$72.00
MN PEIP	Employee Benefit	\$731.15
MN RURAL WATER ASSN.	Membership	\$475.00
NORMAN CO. AUDITOR/TREASURER	Property Tax	\$55.00
OFFICE SUPPLIES PLUS*	Operating Supplies	\$59.98
OTTERTAIL POWER CO.	Utility	\$1,204.69
PAYROLL	Wages	\$3,276.18
P.E.R.A. - SDR DIVISION	Employee Benefit	\$660.07
U.S. POSTAL SERVICE (CMRS-FP)	Postage	\$400.00
USABLE LIFE	Employee Benefit	\$20.71
USABLUBOOK	Operating Supplies	\$211.49
VERIZON WIRELESS	Telephone/Internet	\$33.24
VESTIS	Employee Benefit	\$123.79
	WATER FUND TOTAL	\$11,585.60
A.F.L.A.C. WEST REGION	Employee Benefit	\$38.42
ARVIG	Telephone/Internet	\$221.51

BMO BANK	Bank Card Expenses	\$107.01
BUCKLE'S HARDWARE	Repairs & Maintenance	\$80.56
EFTPS-ONLINE	Payroll Taxes	\$919.35
FURTHER	Employee Benefit	\$52.91
HEALTH EQUITY	Employee Benefit	\$50.20
LAKES COMMUNITY COOP	Utility	\$165.66
MATRIX TRUST COMPANY	Employee Benefit	\$72.50
MN DOR - PAYROLL TAX	Payroll Taxes	\$160.56
MN PEIP	Employee Benefit	\$731.15
NORMAN CO. AUDITOR/TREASURER	Property Tax	\$55.00
OTTERTAIL POWER CO.	Utility	\$90.95
PAYROLL	Wages	\$3,276.18
P.E.R.A. - SDR DIVISION	Employee Benefit	\$660.08
RMB ENVIRONMENTAL LABS, INC.	Operating Supplies	\$161.98
SELLIN BROTHERS INC	Contracted Service	\$17,934.09
U.S. POSTAL SERVICE (CMRS-FP)	Postage	\$200.00
USABLE LIFE	Employee Benefit	\$20.71
VERIZON WIRELESS	Telephone/Internet	\$33.24
VESTIS	Contracted Service	\$123.79
	SEWER FUND TOTAL	\$25,155.85
FUCHS SANITATION SERVICE, INC.	Contracted Service	\$8,310.82
MN DOR - SALES & USE TAX	Sales Tax	\$958.00
NORMAN CO. AUDITOR/TREASURER	Professional Fee	\$450.00
U.S. POSTAL SERVICE (CMRS-FP)	postage	\$100.00
	GARBAGE FUND TOTAL	\$9,818.82
A.F.L.A.C. WEST REGION	Employee Benefit	\$11.32
ARVIG	Telephone/Internet	\$631.12
BERGSETH BROS.	Merchandise for Resale	\$4,964.10
BMO BANK	Bank Card Expenses	\$158.26
BREAKTHRU BEVERAGE	Merchandise for Resale	\$2,532.77
BUCKLE'S HARDWARE	Repairs & Maintenance	\$616.28
COCA-COLA BOTTLING HIGH COUNTRY	Merchandise for Resale	\$338.50
D-S BEVERAGES	Merchandise for Resale	\$11,933.55
EFTPS-ONLINE	Payroll Taxes	\$2,045.54
FURTHER	Employee Benefit	\$5.75
GREAT NORTH PIZZA CO., LLP.	Merchandise for Resale	\$439.50
HEALTH EQUITY	Employee Benefit	\$3.00
HEGGIES PIZZA, LLC	Merchandise for Resale	\$354.60
HENRY'S FOODS INC.	Merchandise for Resale	\$3,602.55
HOMETOWN GROCERY AND GOODS	Merchandise for Resale	\$15.13
JOHNSON BROS. LQ-ST.PAUL	Merchandise for Resale	\$5,694.06
KASEYA US, LLC	Contracted Service	\$400.00
LAKES COMMUNITY COOP	Utility	\$299.09
McKINNON COMPANY, INC.	Merchandise for Resale	\$3,236.12
MJM NYSETVOLD INC.	Repairs & Maintenance	\$181.50
MN DOR - PAYROLL TAX	Payroll Taxes	\$338.31
MN DOR - SALES & USE TAX	Sales Tax	\$4,054.00
MN MUNICIPAL BEVERAGE ASSN.	Membership	\$360.00
MN PEIP	Employee Benefit	\$737.86
NORMAN CO. AUDITOR/TREASURER	Property Tax	\$450.00
OFFICE SUPPLIES PLUS*	Operating Supplies	\$333.87
OTTERTAIL POWER CO.	Utility	\$811.52
PAYROLL	Wages	\$8,213.14
P.E.R.A. - SDR DIVISION	Employee Benefit	\$1,393.48
SOUTHERN GLAZER'S OF MN*	Merchandise for Resale	\$2,357.72
U.S. POSTAL SERVICE (CMRS-FP)	Postage	\$250.00
USABLE LIFE	Employee Benefit	\$4.97
VESTIS	Contracted Service	\$295.40
	LIQUOR FUND TOTAL	\$57,063.01
	DISBURSEMENT TOTAL	\$125,387.63

THIS PROFESSIONAL SERVICES AND EQUIPMENT AGREEMENT, (the “Agreement”) is effective on the latter of the two dates set forth on the signature blocks below (the “Effective Date”) between **CITY OF TWIN VALLEY, MN** (the “Client”) and **ULTEIG OPERATIONS, LLC** and its affiliates (together “Ulteig”) (collectively, the “Parties”). In consideration of the mutual promises contained herein, the Parties agree as follows:

Client desires that Ulteig provide professional services to Client relating to the project (the “Project”) described in Exhibit A (the “Work Order”), which is incorporated by reference herein, and Ulteig desires to provide such services to Client, upon the terms and conditions set forth in this Agreement. Now therefore, in consideration of the mutual promises set forth herein, the Parties intend to be legally bound and hereby agree as follows:

1 ULTEIG’S RESPONSIBILITIES.

- 1.01 Scope. Client hereby engages Ulteig to provide to Client the services (the “Services”) set forth on the Work Order, and Ulteig hereby agrees to provide the Services, upon the terms and conditions set forth in this Agreement and the Work Order. Ulteig is authorized to begin the Services upon Client’s written notice to proceed or in accordance with the schedule in the Work Order.
- 1.02 Standard of Care. Ulteig agrees that Ulteig will perform the Services according to the standard of care and skill exercised by reputable members of its profession practicing under similar conditions at the same time and in a similar locale. Ulteig is not a manufacturer and offers no warranty on equipment purchased on Client’s behalf, other than, unless Client gives other instructions in writing, all equipment purchased will be new and serviceable. Ulteig will assign to Client all warranties, including the manufacturer’s warranties, that it receives from third parties relating to equipment purchases. Ulteig agrees it will deliver and, if included in the Work Order, install the equipment and related software in working order and a secure state. Other than the foregoing, Ulteig makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.
- 1.03 Responsibility for Corrections. The Services will materially conform to the specifications set forth in the Work Order. Ulteig will correct any material technical inaccuracies in the Services without additional compensation, except to the extent such inaccuracies are attributable to deficiencies in Client-furnished information or otherwise the fault, in whole or in part, of Client. If Ulteig fails to materially conform to the specifications set forth in the Work Order, Client must notify Ulteig of any claim related thereto within one (1) year after the delivery of the applicable Services. If Client fails to provide such notice within such time, Client’s claim with respect to such breach will be deemed irrevocably waived. Ulteig’s correction of its breach as referenced in this Section 1.03 above will be Client’s sole remedy for Services that do not materially conform to the specifications set forth in the applicable Work Order, and Ulteig will not be liable for any costs and expenses Client may incur if it elects to have a third party remedy, fix, or reperform the

Services it alleges were not materially in conformance with the specifications set forth in the applicable Work Order.

- 1.04 Limitation of Responsibility. Unless included in the Work Order, Ulteig will not supervise, direct, or have control over or responsibility for the means, methods, techniques, sequences, or procedures of construction used or selected on the Project. Furthermore, Ulteig will not be responsible for the acts or omissions of Client or any contractor, or their subcontractors or suppliers or for any of their agents or employees or any other persons furnishing or performing services related to the Project (any "Client Party"), or for any interpretations or clarifications of documents created by Ulteig hereunder made by any Client Party, except upon consultation with and the written advice of Ulteig. If Ulteig's performance of the Services is prevented or delayed by any act or omission of any Client Party, Ulteig will not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay. Unless included in the Work Order, Ulteig will not perform maintenance on any hardware or software once delivered and installed at the Client's site, and Ulteig disclaims all liability for software and firmware vulnerabilities due to Client's lack of maintenance on the software and firmware.

2 **CLIENT'S RESPONSIBILITIES**

- 2.01 Duty to Cooperate. Client acknowledges Ulteig's legal and ethical obligations with respect to public health and safety and will use Client's best efforts to help Ulteig comply with these obligations. Moreover, Client will not require Ulteig to sign, and Ulteig will have no obligation to sign, any document that would obligate Ulteig to certify, guarantee or warrant the existence of conditions the existence of which Ulteig may not be able to, cannot or is not required to ascertain. Client agrees not to resolve or attempt to resolve any dispute with Ulteig or to make payment of any amount to Ulteig in any way contingent upon any such certification.
- 2.02 Duty to Provide Accurate, Complete, Timely Information and Access. Client agrees to provide Ulteig with all documents, including but not limited to, structural documents, geotechnical reports and other technical information regarding the Services, Additional Services (as defined in the Work Order), and/or the location where any Services are to be performed (the "Site"), if any, which are available to Client. Client will be responsible for, and Ulteig may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, documents and other information furnished by Client to Ulteig. Ulteig may use such requirements, reports, data, documents and information in performing or furnishing the Services. Client will make decisions and carry out its responsibilities under this Agreement in a timely manner so as not to delay Ulteig's Services. Client will respond promptly to any Ulteig request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Ulteig to perform the Services. Client agrees to cooperate with Ulteig in all matters relating to the Services and provide such access to the Site, and such office accommodation and other facilities as Ulteig may reasonably request, for the purposes of performing the Services.

3 **SCHEDULE**

- 3.01 Time. Ulteig will perform the Services according to the schedule (the "Schedule") set forth on the Work Order. The Parties have agreed to the Schedule, and the compensation for performing the Services according to the Schedule, in anticipation of the orderly and continuous progress of the Project through completion and Client's performance of its obligations under this Agreement in an accurate and timely manner so as not to delay Ulteig's ability to timely perform the Services. Ulteig will use reasonable efforts to comply with such periods of time or meet any specific dates, but any such time periods or specific dates will be estimates only. If Ulteig is unable to complete the Services according to the Schedule, in whole or in part, due to Client's acts or omissions, the Schedule and/or the compensation for the Services will be modified accordingly.
- 3.02 Suspension. If Client fails to give prompt written authorization to proceed with any phase of Services after completion of the immediately preceding phase, or if the Services are delayed, in whole or in part, due to Client's acts or omissions, Ulteig may, after giving seven (7) days' written notice to Client, suspend Services under this Agreement. If the Services are delayed or suspended, in whole or in part, due to Client's acts or omissions for more than thirty (30) days through no fault of Ulteig, Ulteig will be entitled to an equitable adjustment of compensation and/or the Schedule, to reflect the costs incurred by Ulteig in connection with, among other things, such delay or suspension and reactivation.

4 **ULTEIG'S COMPENSATION**

- 4.01 Client will compensate Ulteig for Services performed pursuant to this Agreement as set forth in the Work Order.
- 4.02 Reimbursable Expenses. In addition to the compensation provided for in Paragraph 4.01, Client will pay Ulteig for reasonable and necessary business expenses (the "Reimbursable Expenses") incurred by Ulteig and any of Ulteig's consultants (any "Consultant") as set forth in the Work Order. Client will pay Ulteig for all sales tax or use tax for which Ulteig may become liable to pay or withhold with respect to the Services.
- 4.03 Invoices. Invoices will be prepared in accordance with Ulteig's standard invoicing practices and be submitted to Client by Ulteig monthly. Invoices are due and payable upon receipt. If Client fails to make such payment within thirty (30) days after receipt, Ulteig will charge interest at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the date the invoice was received. In addition, Ulteig may, after giving seven (7) days' written notice to Client, suspend Services under this Agreement until Ulteig has been paid in full all amounts due. Payments will be credited first to interest and then to principal.
- 4.04 Payments Upon Termination. In the event of any termination under Article 5, Ulteig will be entitled to invoice Client and Client will pay Ulteig for all Services performed and all Reimbursable Expenses incurred by Ulteig through the effective date of such termination.
- 4.05 Records of Ulteig's Costs. Records of Ulteig's costs pertinent to Ulteig's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify Ulteig's charges and upon Client's reasonable request, copies of such records will be made available to Client at Client's cost.
- 4.06 Changes in Laws Or Regulations. In the event of changes in applicable laws or regulations after the Effective Date of the Agreement that impose taxes, fees, or costs on the Services or other costs in connection with the Services, the Project or compensation therefore, such new taxes,

fees, or costs will be invoiced to and paid by Client as a Reimbursable Expense. Should such taxes, fees, or costs be imposed, they will be in addition to Ulteig's estimated total compensation.

5 **TERMINATION**

5.01 Termination for Cause. This Agreement may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party. However, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof (unless cure is impossible); provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice. Where Services have been so terminated by either Party, the termination will not affect any existing rights or remedies of either Party against the other or which may thereafter accrue.

Additionally, either party may terminate immediately if the other party has filed a voluntary petition seeking relief under the United States Bankruptcy Code or there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, the Services are delayed or suspended for more than sixty (60) days for reasons beyond the terminating party's control. Ulteig may terminate this Agreement immediately upon written notice if Ulteig Client has requested Ulteig to furnish or perform Services contrary to Ulteig's responsibilities as a licensed professional after giving reasonable notice to the Client of the conflict.

6 **DOCUMENTATION**

6.01 Client Use of Ulteig Documents. All data, reports, drawings, specifications, record drawings, work-product, and other deliverables (whether in printed or electronic format) provided by or furnished to Client by Ulteig (the "Documents") are instruments of service in respect to this Project, and Ulteig will retain an ownership and property interest therein (including the right of reuse at the discretion of Ulteig). Notwithstanding the foregoing, Ulteig hereby grants to Client a royalty-free, non-exclusive, non-transferable, perpetual basis license to utilize Ulteig's Documents provided to Client as part of the Services to the extent necessary for the construction, operation, maintenance or repair of the Project or any unit or component thereof. Client may also make and retain copies of Documents for information and reference in connection with use on the Project by Client and others. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Client's reuse or modification of any Document without written verification or adaptation by Ulteig will be at Client's sole risk and without liability or legal exposure to Ulteig, its officers, directors, employees, agents, or Consultants. Client will indemnify and hold harmless Ulteig, its officers, directors, partners, employees, agents, and its Consultants (the "Ulteig Parties") from all claims, damages, losses, and expenses, including attorneys' fees, arising out of

or resulting from any such unverified reuse or modification of any Document. Any verification or adaptation of any Document for extensions of the Project or for any other project will entitle Ulteig to further compensation at rates to be mutually agreed upon by Client and Ulteig.

6.02 Drafts. Client agrees not to use or permit any third party to use plans, Documents, drawings, or other work product prepared by Ulteig, which plans, drawings or other work product are not final, as determined by Ulteig in its sole discretion, and which are not signed and stamped or sealed by Ulteig. Client agrees it will be liable and responsible for any such use of non-final plans, Documents, drawings or other work product not signed and stamped or sealed by Ulteig. Client waives liability against Ulteig for any such use and agrees to indemnify and hold harmless the Ulteig Parties from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from such use of non-final plans, Documents, drawings or other work-product not signed and stamped or sealed by Ulteig.

7 **INSURANCE AND RELATED ISSUES**

7.01 Insurance. Ulteig will purchase and maintain such insurance as is reasonable and necessary for the Services being performed. The insurance required by this Section 7 will include the specific coverage and be written for not less than the limits of liability and coverage as hereinafter provided, or as required by law, whichever is greater.

Workers Compensation: Statutory Limits in state where Project is located.

Commercial Gen. Liability: \$1,000,000 per occurrence
 \$1,000,000 general aggregate

Prof. Errors and Omissions: \$1,000,000 per claim
 \$1,000,000 general aggregate

7.02 Certificates of Insurance. Upon Client's request, Ulteig will deliver to Client certificates of insurance evidencing the coverage indicated in Paragraph 7.01.

7.03 Negligence. Other than any cost, loss, or damages that is proven to have been caused by the negligence of Ulteig, Ulteig will not be liable to Client or anyone claiming by, through, or under Client for any cost, loss, or damages caused, in whole or in part, by the negligence of any entity or individual under the Agreement or in any way relating to the Services.

7.04 Cooperation Regarding Covered Changes. Client will promptly notify Ulteig if Client believes that certain minor changes may be required to be made because of, in whole or part, any ambiguities, inconsistencies, incompleteness, and/or slight or minor inaccuracies in the drawings, specifications, and other design documentation that Ulteig furnished or other Services that Ulteig performed or furnished under this Agreement (any "Covered Changes"). The Parties agree to cooperate in good faith to determine whether Ulteig will perform or furnish any such Covered Changes. Client will not make a claim directly or indirectly against Ulteig with respect to the costs of any Covered Changes, unless Client has promptly informed Ulteig of any such Covered Changes and has attempted in good faith to reach an agreement with Ulteig regarding same. Nothing in this provision changes the professional liability standard for determining if Ulteig is liable for the cost of such Covered Changes.

- 7.05 Mutual Exclusion of Special, Incidental, Indirect and Consequential Damages. To the fullest extent permitted by law, and notwithstanding any other provision in this Agreement, the Parties and their officers, directors, employees, agents, and consultants will not be liable to one another or any third party for any loss of use, revenue or profit, or for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever arising out of or resulting from the Project, the Services or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any remedy of its essential purpose.
- 7.06 Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Parties and anyone claiming through either Party for any and all claims, losses, costs, or damages arising out of, resulting from, or in any way related to the Project, the Services or this Agreement from any cause or causes will not exceed the total compensation received by Ulteig under this Agreement. It is intended that this limitation apply to all liability or causes of action unless otherwise prohibited by law.

8 **SITE CONDITIONS**

- 8.01 Representation of Client. Client represents to Ulteig that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at or near the Site. A "Hazardous Environmental Condition" hereunder will mean the existence of any substance, product, waste, or other material of any nature (including, but not limited to asbestos, petroleum, radioactive material, and PCBs), which is or becomes listed, regulated, or addressed under: (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 ("CERCLA"), (b) the Hazardous Materials Transportation Act, (c) the Resource Conservation and Property Recovery Act, (d) the Toxic Substances Control Act, (e) the Clean Water Act, (f) the Clean Air Act, and (g) any other federal, state, or local statute, law, rule, regulation, order, or decree relating to or imposing liability or standards concerning any hazardous, toxic, or dangerous waste, substance or material. Client represents and warrants that it has disclosed to Ulteig the existence of all Hazardous Environmental Conditions at or near the Site, including type, quantity and location.
- Client further acknowledges that Ulteig is not and will not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the CERCLA which are or may be encountered at or near the Site in connection with Ulteig's activities or Services under the Agreement.
- 8.02 Ulteig's Obligation to Notify. If a Hazardous Environmental Condition is encountered or alleged, Ulteig will notify Client and, to the extent required by applicable laws or regulations, appropriate governmental officials.
- 8.03 Suspension or Termination for Safety. It is acknowledged by both Parties that the Services do not include any services related to a Hazardous Environmental Condition. In the event Ulteig or any other party encounters a Hazardous Environmental Condition, Ulteig may, at its option and without liability for damages, suspend performance of the Services on the portion of the Project affected thereby until Client: (i) identifies and, as appropriate, removes the Hazardous

Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable laws or regulations. If Ulteig cannot perform Services because of a Hazardous Environmental Condition, Ulteig may terminate this Agreement for cause on thirty (30) days' notice. Ulteig will have no liability to Client on account of a termination under this Paragraph 8.03, and Ulteig will be entitled to invoice Client and Client will pay Ulteig for all Services performed and all Reimbursable Expenses incurred through the effective date of termination.

9 GENERAL

- 9.01 Assignment. Neither Client nor Ulteig may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law.
- 9.02 Consultants. Ulteig may employ any Consultants Ulteig deems necessary to assist in the performance or furnishing of any Services, including Ulteig's own subsidiaries and affiliates. Ulteig will not be required to employ any Consultant unacceptable to Ulteig.
- 9.03 Notices. All notices or other communications required or desired to be given hereunder will be in writing and will be validly given or made to if personally served or sent via certified mail with tracking provided and are considered given when received. Either Party may change their address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above. Email will not constitute binding notice unless it is followed immediately with a writing per this Section.
- 9.04 Dispute Resolution. The Parties agree to submit all disputes between them to mediation prior to exercising their rights under the Agreement or under law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.
- 9.05 Governing Law. Notwithstanding any conflict of law determination, this Agreement will be subject to the law of the state of Delaware. If any part of this Agreement is found to conflict with applicable laws, such part will be invalid, but the remainder of this Agreement will be in full force and effect.
- 9.06 Third Party Obligations. Nothing contained herein will create any obligation or contractual relationship with any third party or any third-party beneficiary relationship.
- 9.07 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither party will have authority to contract for or bind the other Party in any manner whatsoever.
- 9.08 Headers. The captions on the Sections of this Agreement are inserted only for the purposes of convenient reference. The captions will not be used to construe or interpret the Agreement or to prescribe the scope or intent of the Agreement.
- 9.09 Waiver. Failure or delay by Ulteig to exercise any right or remedy hereunder will not be a waiver and will not prevent the enforcement of that or any other right.
- 9.10 Modifications. This Agreement will not be deemed or construed to have been modified or amended in whole or in part, except in writing signed by all Parties.

- 9.11 Signatures. This Agreement may be executed and delivered by original signature, image capturing technology, or certified electronic methods, and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will constitute one and the same agreement.
- 9.12 Survival. All express representations, indemnifications, or limitations of liability included in this Agreement will survive their completion or termination for any reason.
- 9.13 Severability. If a court of competent jurisdiction or governmental authority finds any clause or provision of this Agreement to be unenforceable, then the Agreement will be deemed amended to exclude the clause or provision and the remainder of the Agreement will continue in full force and effect. However, if such court finds any of the provisions regarding the ownership and use of any deliverables, if any, and/or confidentiality, warranties and representations, or indemnification terms of the Agreement to be unenforceable, then Ulteig may elect to terminate the Term immediately for convenience.
- 9.14 Entire Agreement. This Agreement constitutes the complete and entire understanding of the Parties concerning the matters set forth herein. All prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and cancelled by this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Agreement to the terms of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to comply with the terms of this required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREED TO AND ACCEPTED BY:

ULTEIG OPERATIONS, LLC

CITY OF TWIN VALLEY, MN

BY: _____

BY: _____

Typed Name: Kris Carlson

Typed Name: _____

Title: Associate Director - Civil

Title: _____

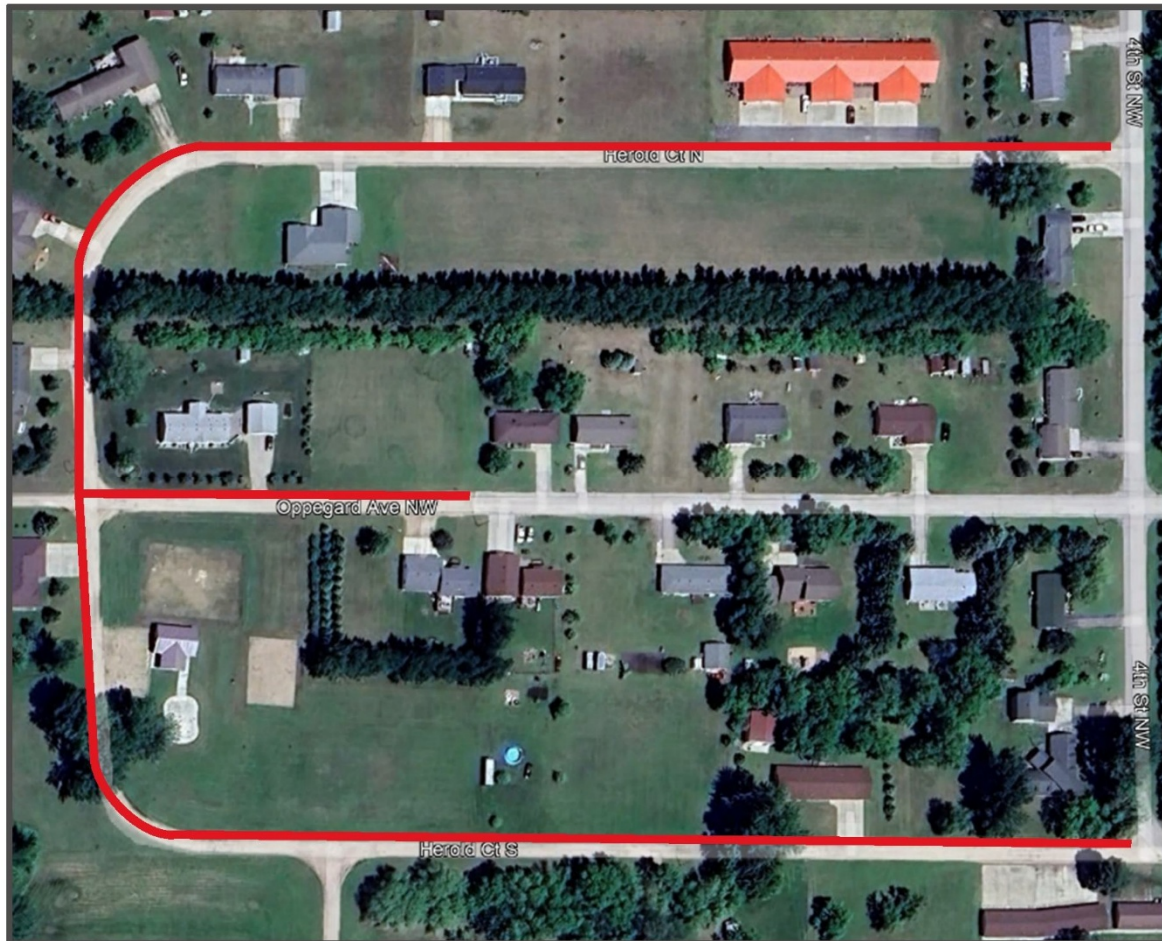
Date: _____

Date: _____

**Ulteig Operations, LLC – City of Twin Valley
Exhibit A – Work Order#1**

PROJECT LOCATION

Herold Court Addition, Twin Valley, MN



PROJECT UNDERSTANDING

Street Improvements – Herold Court Addition

SCOPE OF SERVICES

Ulteig will serve as the Owner’s professional engineering representative and give consultation and advice to Owner while performing this Scope of Services (and any Additional Services) on the Project.

1.0 BASIC SERVICES

1.1 DESIGN PHASE

- A. Upon written notice from Owner to proceed, prepare (a) detailed drawing and plans which show the character and scope of the work to complete the Project (the "Drawings"), (b) instructions to bidders, (c) general conditions, (d) special conditions, and (e) technical provisions (the "Specifications").
- B. Provide an updated cost estimate for the Project based on the completed Drawings and Specifications and advise Owner of any changes from the Preliminary Cost Estimate.
- C. To the extent that Project design criteria require governmental approval, assist Owner prepare its submission(s) to request such approval.
- D. Provide Owner up to five (5) copies of the Drawings and Specifications.

1.2 BIDDING PHASE

- A. Upon written notice from Owner to proceed, prepare (a) proposal forms, and (b) notice to bidders and (c) draft contract between owner and contractor.
- B. Assist Owner obtain and evaluate contractor bids / negotiate contractor proposal on the Project.
- C. Assist Owner prepare final contract between owner and contractor.

2.0 CONSTRUCTION SERVICES

2.1 CONSTRUCTION ADMINISTRATION

- A. Upon award of the construction contract on the Project by Owner, Ulteig shall have the authority to act on behalf of Owner and shall issue all of Owner's instructions to contractor.
- B. Provide periodic construction observation on the Project.
- C. Review necessary shop and working drawings furnished by contractors.
- D. Interpret, where necessary, the intent of the Drawings and Specifications.
- E. Review and approve contractor's estimates of progress.
- F. Review and approve final payments to contractor.
- G. Conduct a final inspection of all construction and issue a written certification of final inspection to Owner.

2.2 RESIDENT PROJECT REPRESENTATIVE SERVICES

- A. Ulteig shall furnish Owner a Resident Project Representative (RPR), assistant or other field staff to observe, on a full time basis, the progress and quality of contractor's work on the Project.
- B. The duties and responsibilities of the RPR are limited to those expressly set forth in the Agreement, and those described below:
 - 1) Conduct routine on-site observations of contractor's work to determine if the work is proceeding in accordance with the contract documents.
 - 2) Inform Engineer whenever RPR believes that contractor's work will not produce a completed project that conforms to the contract documents or will prejudice the integrity of the design concept of the completed project as a functioning whole; or has been damaged; or does not meet the requirements of any observation, test, or approval required to be made.
 - 3) Maintain orderly correspondence and project related document files produced or received by RPR.
 - 4) Prepare a daily report or keep a diary or log book, recording items such as: contractor's hours on the jobsite, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations.
 - 5) Report immediately to Engineer any site accidents, hazardous environmental conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes
 - 6) Furnish Engineer periodic reports detailing contractor's progress and compliance with the progress schedule.
 - 7) Upon completion of construction, furnish original set of all RPR project documentation to Engineer.
- C. In addition to the limitations set forth herein and in the Agreement, the RPR shall not authorize any deviation from the contract documents or substitution of materials or equipment (including "or equal" items) unless expressly authorized by Engineer.

2.3 CONSTRUCTION STAKING

- A. Provide horizontal and/or vertical alignments to the contractor including:
 - 1) Traffic Control
 - 2) Removals
 - 3) Erosion Control
 - 4) Sub-grade and Aggregate Base

2.4 POST CONSTRUCTION SERVICES

- A. Preparation of assessment rolls for projects financed wholly or in part by the levying of special assessments against benefited parcels of land.
- B. Completion of record drawings for Project.

3.0 ADDITIONAL SERVICES

3.1 If authorized by the Owner, Ulteig will furnish or obtain from others Additional Services. Owner shall pay Ulteig for Additional Services as provided for in this Work Order. Additional Services include, but are not limited to: Preparation of applications and supporting documents for governmental grants, loans, or advances in connection with public works projects.

- A. Additional Services due to significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction.
- B. Revising previously approved Reports, Design documents, Drawings, or Specifications.
- C. Preparing documents for alternate bids requested by the Owner for work which is not bid.
- D. Preparing Environmental Studies and documents such as an Environmental Assessment.
- E. Preparing of applications and documents for obtaining Watershed District permits.
- F. Additional Services in connection with providing legal surveys, easements, and wetland delineation.
- G. Conducting an on-site visit of the Project prior to expiration of the construction warranty period and reporting observed discrepancies under warranties provided by the construction contract.

- H. Extensive assistance in the initial start up and test operation of equipment or systems and the preparation of manuals of operation and maintenance.
- I. Additional Services and costs necessitated by out of town travel required of Ulteig other than visits to the Project.
- J. Additional Services in connection with the Project including services normally furnished by the Owner and services not otherwise provided for in this Agreement.
- K. Preparing to serve and serving as an expert witness for the Owner in any litigation or other proceeding involving the Project.

4.0 COMPENSATION:

- 4.1 Owner shall pay Ulteig on an hourly basis per Ulteig’s current rate schedule. Ulteig’s hourly rates are subject to annual increase, usually in January.
- 4.2 Rates may also be affected by factors including, but not limited to, unusual time constraints or aggressive deadlines.
- 4.3 Disbursements for certain items, such as travel expenses, consultant’s fees, field office expenses, resident project representative’s subsistence and transportation, GPS equipment, long distance calls, facsimile service, photocopying and computerized research are usually advanced by us and will be billed separately in accordance with Ulteig’s current hourly rate schedule.

Basic Services:	\$15,500.00 (Hourly Estimated)
Construction Services:	\$53,500.00 (Hourly Estimated)
Total:	\$69,000.00 (Hourly Estimated)

1.0 METHOD OF PAYMENT:

- 1.1 Payments for Services shall be made monthly upon presentation of Ulteig’s detailed statement.

**State of Minnesota
County of Norman
City of Twin Valley**

RESOLUTION XX-2025

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS

WHEREAS, a resolution of the City Council adopted the 14th day of April, 2025, fixed a date for a Public Hearing on the proposed improvement of:

- Herold Court North
- Oppegard Ave NW
- Herold Court South

AND WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on the 12th day of May, 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TWIN VALLEY, MINNESOTA:

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council Resolution adopted May 12th, 2025.
3. Ulteig Engineers Inc., is hereby designated as the Engineer for this improvement.
4. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted by the Council this 12th day of May, 2025.

Micheal Bolton, Mayor

Attest: _____
Rachel Johnson, City Clerk

**MONTHLY ESTIMATE FORM
2024 SANITARY SEWER COLLECTION
AND TREATMENT FACILITY IMPROVEMENTS
CITY OF TWIN VALLEY
23.24232**

Contractor:
Sellin Brothers Inc
1204 Hobart St
Hawley, MN 56549

Original Contract
Amount: \$ 3,397,240.00
Dated: April 24, 2024

Estimate No.: 7
Date: May 2, 2025

**2024 Sanitary Sewer Collection System and Wastewater Treatment Facility Improvements
Twin Valley, MN**

BASE BID - SECTION A - SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS

No.	Item	Bid Quantity	Unit	Unit Price	Bid Total	Previous Quantity	Quantity this Period	Quantity to Date	Amount this Period	Amount to Date
1	Mobilization	1	L.S.	\$ 180,000.00	\$ 180,000.00	0.75	0.25	1.00	\$47,500.00	\$190,000.00
2	Clearing	4	Tree	\$ 750.00	\$ 3,000.00	3.00	0.00	3.00	\$0.00	\$2,250.00
3	Grubbing	4	Tree	\$ 750.00	\$ 3,000.00	3.00	0.00	3.00	\$0.00	\$2,250.00
4	Remove Watermain Service Pipe	79	L.F.	\$ 1.00	\$ 79.00	80.00	0.00	80.00	\$0.00	\$80.00
5	Remove Sewer Pipe (Sanitary)	2,240	L.F.	\$ 1.00	\$ 2,240.00	2,273.00	0.00	2,273.00	\$0.00	\$2,273.00
6	Remove Sewer Pipe (Storm)	110	L.F.	\$ 24.00	\$ 2,640.00	0.00	0.00	0.00	\$0.00	\$0.00
7	Remove Curb Stop	2	Each	\$ 300.00	\$ 600.00	2.00	0.00	2.00	\$0.00	\$600.00
8	Remove Pavement	966	S.Y.	\$ 7.00	\$ 6,762.00	966.00	0.00	966.00	\$0.00	\$6,762.00
9	Remove Hydrant	2	Each	\$ 625.00	\$ 1,050.00	2.00	0.00	2.00	\$0.00	\$1,050.00
10	Remove Manhole (Sanitary)	16	Each	\$ 540.00	\$ 8,640.00	19.00	0.00	19.00	\$0.00	\$10,260.00
11	Salvage & Reinstall Riprap (FES)	20	C.Y.	\$ 135.00	\$ 2,700.00	20.00	0.00	20.00	\$0.00	\$2,700.00
12	Common Excavation	3,470	C.Y.	\$ 17.00	\$ 58,990.00	3,470.00	0.00	3,470.00	\$0.00	\$58,990.00
13	Topsoil Borrow (LV)	100	C.Y.	\$ 66.00	\$ 6,600.00	0.00	0.00	0.00	\$0.00	\$0.00
14	Contractor Crew Time	8	Hr.	\$ 825.00	\$ 6,600.00	46.36	0.00	46.36	\$0.00	\$38,243.25
15	Aggregate Base Class 5 (CV)	2,118	C.Y.	\$ 43.00	\$ 91,074.00	2,118.00	0.00	2,118.00	\$0.00	\$81,074.00
16	Bituminous Wearing Course Mix	110	Ton	\$ 128.00	\$ 14,080.00	0.00	0.00	0.00	\$0.00	\$0.00
17	Bituminous Non-Wear Course Mix	110	Ton	\$ 128.00	\$ 14,080.00	0.00	0.00	0.00	\$0.00	\$0.00
18	4" PVC Sanitary Sewer Service SDR 26	1,300	L.F.	\$ 37.00	\$ 48,100.00	1,226.00	0.00	1,226.00	\$0.00	\$45,362.00
19	8" PVC Sanitary Sewer SDR 26	2,565	L.F.	\$ 57.00	\$ 148,205.00	2,852.00	0.00	2,852.00	\$0.00	\$162,564.00
20	10" PVC Sanitary Sewer SDR 26	4,928	L.F.	\$ 58.00	\$ 285,824.00	4,927.00	0.00	4,927.00	\$0.00	\$285,766.00
21	8" x 4" PVC Wye	32	Each	\$ 625.00	\$ 20,000.00	30.00	0.00	30.00	\$0.00	\$18,750.00
22	10" x 4" PVC Wye	7	Each	\$ 805.00	\$ 5,635.00	9.00	0.00	9.00	\$0.00	\$7,245.00
23	4" Cleanout	39	Each	\$ 620.00	\$ 24,180.00	36.00	0.00	36.00	\$0.00	\$22,320.00
24	Construct Drainage Structure 48-4007C	27	Each	\$ 7,900.00	\$ 213,300.00	27.00	0.00	27.00	\$0.00	\$213,300.00
25	24" Steel Casings Pipe (Jacked)	130	L.F.	\$ 575.00	\$ 74,750.00	130.00	0.00	130.00	\$0.00	\$74,750.00
26	12" HDPE Storm Sewer	100	L.F.	\$ 83.00	\$ 8,300.00	70.00	0.00	70.00	\$0.00	\$5,810.00
27	Hydrant	2	Each	\$ 7,205.00	\$ 14,410.00	2.00	0.00	2.00	\$0.00	\$14,410.00
28	6" Gate Valve and Box Watermain	2	Each	\$ 3,560.00	\$ 7,120.00	2.00	0.00	2.00	\$0.00	\$7,120.00
29	6" PVC Watermain C900	8	L.F.	\$ 222.00	\$ 1,776.00	8.00	0.00	8.00	\$0.00	\$1,776.00
30	Adjust Frame and Ring Castings (Sanitary)	1	Each	\$ 925.00	\$ 925.00	1.00	0.00	1.00	\$0.00	\$925.00
31	Temporary Mail Box	1	L.S.	\$ 775.00	\$ 775.00	1.00	0.00	1.00	\$0.00	\$775.00
32	Traffic Control	1	L.S.	\$ 5,115.00	\$ 5,115.00	1.00	0.00	1.00	\$0.00	\$5,115.00
33	Storm Drain Inlet Protection	10	Each	\$ 165.00	\$ 1,650.00	10.00	0.00	10.00	\$0.00	\$1,650.00
34	Bio Roll	345	L.F.	\$ 9.00	\$ 3,105.00	526.00	0.00	526.00	\$0.00	\$4,734.00
35	Erosion Control	1	L.S.	\$ 3,200.00	\$ 3,200.00	0.75	0.25	1.00	\$800.00	\$3,200.00
36	Turf Establishment	1	L.S.	\$ 25,000.00	\$ 25,000.00	0.50	0.50	1.00	\$12,500.00	\$25,000.00
TOTAL BASE BID - SECTION A:					\$ 1,301,505.00				\$60,800.00	\$1,307,104.25

BASE BID: SECTION B - WASTEWATER TREATMENT FACILITY IMPROVEMENTS										
No.	Item	Bid Quantity	Unit	Unit Price	Bid Total	Previous Quantity	Quantity this Period	Quantity to Date	Amount this Period	Amount to Date
1	Mobilization	1	L.S.	55,000.00	\$55,000.00	1.00	0.00	1.00	\$0.00	\$55,000.00
2	Remove Sewer Pipe (Sanitary)	225	L.F.	1.00	\$225.00	0.00	225.00	225.00	\$225.00	\$225.00
3	Remove Manhole (Valve MH)	1	Each	4,200.00	\$4,200.00	0.00	0.00	0.00	\$0.00	\$0.00
4	Remove Pond Structures	4	Each	2,060.00	\$8,240.00	0.00	3.00	3.00	\$6,180.00	\$6,180.00
5	Remove Pond Liner	41,700	S.Y.	0.55	\$22,935.00	41,700.00	0.00	41,700.00	\$0.00	\$22,935.00
6	Salvage & Reinstall Rip-Rap (Pond)	1,924	C.Y.	70.00	\$134,680.00	1,924.00	0.00	1,924.00	\$0.00	\$134,680.00
7	Salvage & Reinstall Fence	315	L.F.	27.00	\$8,505.00	0.00	0.00	0.00	\$0.00	\$0.00
8	8" PVC Sanitary Sewer	145	L.F.	140.00	\$20,300.00	154.00	0.00	154.00	\$0.00	\$21,560.00
9	12" PVC Sanitary Sewer	30	L.F.	200.00	\$6,000.00	30.00	0.00	30.00	\$0.00	\$6,000.00
10	24" PVC Sanitary Sewer	50	L.F.	225.00	\$11,250.00	14.00	60.00	74.00	\$13,500.00	\$16,650.00
11	6" PVC Force Main	40	L.F.	67.00	\$2,680.00	0.00	0.00	0.00	\$0.00	\$0.00
12	Ductile Iron Fittings	4	Each	825.00	\$3,300.00	0.00	0.00	0.00	\$0.00	\$0.00
13	Rehabilitate Lift Station	1	L.S.	250,000.00	\$250,000.00	0.00	0.00	0.00	\$0.00	\$0.00
14	Sanitary Sewer Bypass Pumping	1	L.S.	7,500.00	\$7,500.00	0.00	0.00	0.00	\$0.00	\$0.00
15	Primary Pond Sludge Excavation	13,000	C.Y.	35.00	\$455,000.00	8,783.43	0.00	8,783.43	\$0.00	\$307,420.00
16	Primary Pond Liner	41,700	S.Y.	6.25	\$260,625.00	41,700.00	0.00	41,700.00	\$0.00	\$260,625.00
17	Primary Pond Sand to Cover Liner (CV)	15,070	C.Y.	17.00	\$256,190.00	15,070.00	0.00	15,070.00	\$0.00	\$256,190.00
18	Pond Inlet Structure	1	Each	65,000.00	\$65,000.00	0.00	0.00	0.00	\$0.00	\$0.00
18	Pond Transfer Structure #1	1	Each	93,000.00	\$93,000.00	0.00	1.00	1.00	\$93,000.00	\$93,000.00
20	Pond Transfer Structure #2	1	Each	53,000.00	\$53,000.00	0.00	1.00	1.00	\$53,000.00	\$53,000.00
21	Pond Outlet Structure	1	Each	93,000.00	\$93,000.00	0.00	1.00	1.00	\$93,000.00	\$93,000.00
22	Pond Splash Pad	1	Each	3,000.00	\$3,000.00	1.00	0.00	1.00	\$0.00	\$3,000.00
23	Pond Discharge Structure	1	Each	9,450.00	\$9,450.00	1.00	0.00	1.00	\$0.00	\$9,450.00
24	Random Riprap Class 2	1,561	C.Y.	125.00	\$195,125.00	1,315.60	0.00	1,315.60	\$0.00	\$164,450.00
25	Geotextile Filter Type 3	9,812	S.Y.	2.50	\$24,530.00	7,614.00	0.00	7,614.00	\$0.00	\$19,035.00
26	Pond Water Balance Test	1	Each	24,000.00	\$24,000.00	0.00	0.50	0.50	\$12,000.00	\$12,000.00
27	Erosion Control	1	L.S.	4,000.00	\$4,000.00	0.00	0.00	0.00	\$0.00	\$0.00
28	Turf Establishment	1	L.S.	25,000.00	\$25,000.00	0.00	0.00	0.00	\$0.00	\$0.00
TOTAL BASE BID - SECTION B:					\$2,095,735.00				\$270,905.00	\$1,534,400.00
GRAND TOTAL FOR BASE BIDS:					\$3,397,240.00			GRAND TOTALS:	\$331,705.00	\$2,841,504.25

MATERIALS ON HAND				Total Cost	Amount Used	Amount Still Stored
1	Ferguson			\$220,196.58	\$220,188.58	\$0.00
2	Simbeck Associates - Geosynthetic Liner			\$141,899.58	\$141,899.58	\$0.00
3	Rinker Materials			\$13,094.54	\$13,094.54	\$0.00
4	Plasti Fab			\$13,357.45	\$0.00	\$13,357.45
5	Rinker - 3063295			\$10,279.01	\$10,279.01	\$0.00
6	Ferguson - WA008473			\$1,146.67	\$1,146.67	\$0.00
7	Ferguson - 0506480			\$248.92	\$248.92	\$0.00
8	Ferguson - WA008509			\$3,631.08	\$3,631.08	\$0.00
9	Ferguson - WA008175-4			\$1,937.90	\$1,937.90	\$0.00
10	Ferguson - WA008176			\$21,051.18	\$21,051.18	\$0.00
11	Ferguson - WA008419			\$20,910.62	\$20,910.62	\$0.00
12	Rinker - 30139907			\$66,358.07	\$66,358.07	\$0.00
13	Minnesota Pump Works			\$40,367.65	\$0.00	\$40,367.65
14	Minnesota Pump Works			\$47,253.87	\$0.00	\$47,253.87
15	Ferguson - WA008176-2			\$18,393.94	\$0.00	\$18,393.94
Totals					\$500,154.15	\$119,372.91

Change Orders			Total Cost
1	Time Extension		\$0.00
2	Replacement of MH12A		\$17,308.42
Totals			\$17,308.42



ENTERED APR 30 2025
**Application for
 Land Use | Building Permit**

OFFICE OF THE CLERK
 107 2nd Street SW
 P.O. Box 307
 Twin Valley, MN 56584-0307
 Office 218.584.5254
 Fax 218.584.5723
www.TwinValleyMN.com

Zone: Residential Commercial Industrial Urban/Agriculture

Applicant Type: Property Owner Contractor

Job Address
 100 Hanson Ave SW
 Twin Valley, Minnesota 56584

Property Owner: Jose Garza
 Phone Number: (218) 1350 - 2116

Mailing Address: 100 Hanson Ave SW Twin Valley, mn 56584 Check here if same as job address

Contractor Name: _____ License Number: _____

Phone Number () - Address

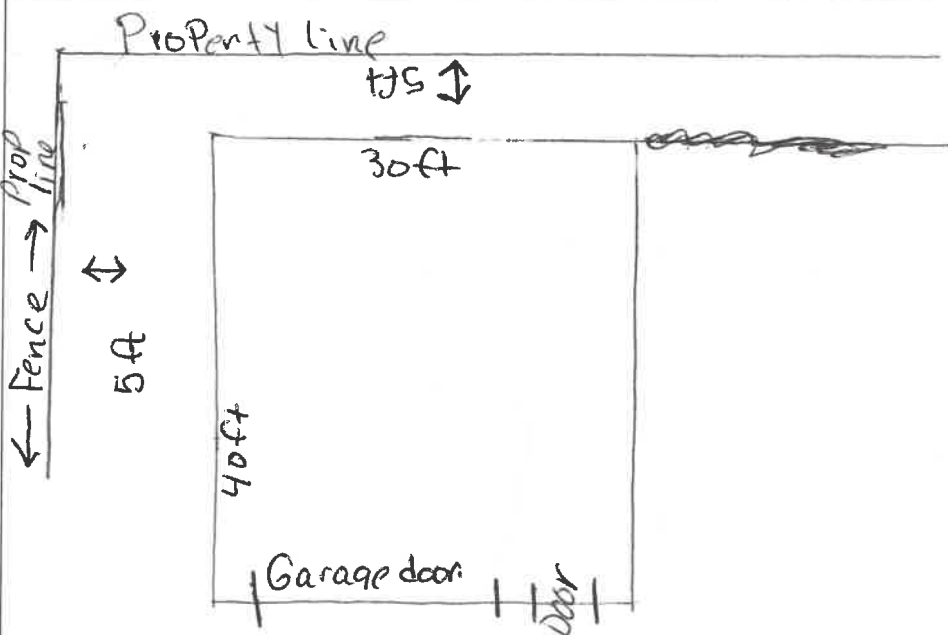
Work Type

- Fencing
- Garages/Shops/Outbuilding
- Miscellaneous (roofing, siding, windows)
- Small Storage Unit
- Manufactured Home
- Addition (decks, porches, patios)
- New Construction

Description of Work (include materials, i.e. Wood, metal, concrete, etc.)
 wood, poles, nails, screws, concrete.

Front Width 30 ft Side Width 40 ft Height 12 ft
 No. of Stories _____ Total Square Feet _____

Details and Remarks



Include a site plan showing the location on the structure or fence on the property that demonstrates that all requirements of this code will be met.

Unpaid Taxes

Year	Tax Due	Spec Asmt	Penalty	Interest	Cost	Total Cost
2025-1	402.06	224.94	0.00	0.00	0.00	627.00
2025-2	402.06	224.94	0.00	0.00	0.00	627.00
2024	399.96	272.17	13.44	22.85	0.00	708.42
2023	723.18	508.82	154.00	157.08	0.00	1,543.08
2022	657.20	492.80	143.75	276.00	0.00	1,569.75
2021	138.24	501.76	80.00	225.60	25.00	970.60

From: [Dobmeyer, Brenda M.](#)
To: [Rachel Johnson](#)
Subject: Fw: Estimate from Visser Trenching
Date: Thursday, April 17, 2025 10:37:41 AM
Attachments: [Est 658 from Visser Trenching Inc. 15516.pdf](#)

Wondering if there is any possibility if the city could help us with clearing the property at 206 3rd St NE Thank you for your time in this matter. Brenda Dobmeyer

From: vissertrenchingoffice@gmail.com <vissertrenchingoffice@gmail.com>
Sent: Thursday, April 17, 2025 9:06 AM
To: Dobmeyer, Brenda M. <Brenda.Dobmeyer@EssentiaHealth.org>
Subject: Estimate from Visser Trenching

You don't often get email from vissertrenchingoffice@gmail.com. [Learn why this is important](#)

To Customer :

Please review the estimate below. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

Glen Visser
Visser Trenching
Office: 218-784-4381
Cell: 218-415-0190

Visser Trenching Inc.

2273 State Hwy 9
Ada, MN 56510-9284

Estimate

Date	Estimate #
4/15/2025	658

Name / Address
Brenda Dobmeyer

Project

Description	Qty	Cost	Total
Remove old footings	4	160.00	640.00
Semi with side dump	3	125.00	375.00
Demo and haul out old shed and concrete		1,300.00	1,300.00
move and bring water and sewer up where needed	6	245.00	1,470.00
for water and sewer	1	689.00	689.00
Class-5 to level under trailer	75	13.00	975.00
leveling lot to get ready for trailer	6	180.00	1,080.00
Sales Tax		7.375%	0.00
		Total	\$6,529.00

Customer Signature _____



GARY CARES

Norman County One Fund Drive

Dear City of Twin Valley Mayor & Council Members,

We want to express our gratitude for your support of the 2024-25 Norman County One Fund Drive. Thanks to the efforts of city clerks and township board volunteers, we raised **\$50,960.00** for local nonprofits, fire departments, and rescue teams right here in Norman County.

Your assistance & dedication in distributing donation slips was crucial to the campaign's success! **\$2,936.00** in contributions from your city made it possible for your residents to make a positive impact in our communities.

Due to the huge success of the Norman County One Fund Drive and the list of non profits wanting to get added to the Drive, we implemented an application process at the beginning of our 2024 drive. We encourage any NEW non profits that wish to be added to the 2025-26 One Fund Drive tickets to visit our website at www.garycares.org to apply.

We appreciate your commitment to strengthening our county and look forward to continuing our partnership in future endeavors. If you have any questions or suggestions on how to improve the One Fund Drive please reach out to our email garycaresmn@gmail.com or call Wendy at (701) 388-6114.

Thank you once again for your generosity & support.

Warm regards,

Gary Cares Board Members

**Wendy Bennefeld, Kelly "Buck" Engen, Bryan Thronson,
Jason "JB" Bennefeld, Amanda Thronson, Abbie Bennefeld,
Lauren Sather, & Katrina Prestegord**

Honoring, assisting, and embracing our community.

Gary Cares | PO Box 66 | Gary, MN 56545 |
garycaresmn@gmail.com | www.garycares.org

2024-25 Norman County Totals	
Ada Fire	\$1,745.00
Borup Fire	\$630.00
Fertile Fire	\$688.00
Gary Fire	\$7,538.00
Halstad Fire	\$1,731.00
Hendrum Fire	\$453.50
Perley Fire	\$475.50
Shelly Fire	\$473.00
Twin Valley Fire	\$2,080.00
County EMS (Fertile)	\$674.00
Gary Rescue	\$7,422.00
Halstad Rescue	\$1,165.00
Hendrum Rescue	\$407.50
Perley Rescue	\$425.50
Shelly Rescue	\$463.00
Twin Valley Rescue	\$2,031.00
Borup Comm. Club	\$502.00
Flom Comm. Club	\$73.00
Gary Comm. Club	\$1,711.00
Halstad Comm. Club	\$106.00
Twin Valley Comm. Club	\$553.00
Gary Cares Foundation	\$2,010.00
Dolly Parton Imagination Library	\$1,585.00
Shock & Awe	\$1,113.00
Gary-Twin Valley Area Community Fund	\$316.00
Inspire, Inc. (NC DAC)	\$1,793.00
Hospice of the RRV	\$3,030.00
NC Historical Society	\$1,559.00
NC Sheriff's Dept Canine (Onyx)	\$1,994.00
NC Victims Assistance	\$976.00
BLC—Ada	\$595.00
Halstad Living Center	\$440.00
Western Norman County Community Fund	\$356.00
Laural Capistran Murphy Scholarship Fund	\$404.00
Northwest MN Aussie Rescue	\$2,856.00
REACH	\$586.00

GARY CARES - ONE FUND DEPOSITS FOR 2024-2025		Total
City of Twin Valley DEPOSIT BREAKDOWN BANK DEPOSIT AMOUNT		\$ 2,936.00
DEPOSIT DATE >>>>>>		
1	FIRE DEPARTMENTS:	
	ADA FIRE DEPT	\$ -
	BORUP FIRE DEPT.	\$ -
	FERTILE FIRE DEPT.	\$ -
	GARY FIRE DEPT.	\$ 80.00
	HALSTAD FIRE DEPT.	\$ -
	HENDRUM FIRE DEPT.	\$ -
	PERLEY FIRE DEPT.	\$ -
	SHELLY FIRE DEPT.	\$ -
	TWIN VALLEY FIRE DEPT.	\$ 620.00
2	RESCUE SQUADS	
	FERTILE (COUNTY EMS)	\$ -
	GARY	\$ 5.00
	HALSTAD	\$ -
	HENDRUM	\$ -
	PERLEY	\$ -
	SHELLY	\$ -
	TWIN VALLEY	\$ 475.00
3	COMMUNITY CLUBS	
	BORUP	\$ -
	FLOM	\$ -
	GARY	\$ -
	HALSTAD	\$ -
	TWIN VALLEY	\$ 360.00
4	GARY CARES FOUNDATION	\$ 305.00
5	DOLLY PARTON'S IMAGINATION LIBRARY	\$ 165.00
6	SHOCK AND AWE YOUTH PHILANTHROPY	\$ 261.00
7	GARY-TWIN VALLEY AREA COMMUNITY FUND	\$ 30.00
8	INSPIRE, INC - NC DAC	\$ 40.00
9	HOSPICE OF THE RED RIVER VALLEY	\$ 210.00
10	NORMAN CTY HISTORICAL & GENEALOGY SOCIETY (NCHGS)	\$ 20.00
11	NORMAN CTY SHERIFF'S DEPT CANINE UNIT (ONYX)	\$ 125.00
12	NORMAN COUNTY VICTIM ASSISTANCE PROGRAM	\$ 120.00
13	BENEDICTINE LIVING ADA FOUNDATION	\$ -
14	HALSTAD LIVING CENTER	\$ -
15	WESTERN NORMAN COMMUNITY FUND	\$ -
16	LAURAL CAPISTRAN MURPHY SCHOLARSHIP FUND	\$ 50.00
17	NORTHWEST MINNESOTA AUSSIE RESCUE	\$ 50.00
18	REACH (Rural Enrichment & Counseling Headquarters)	\$ 20.00
		\$ 2,936.00

**LIQUOR STORE DAILY SALES
APRIL 2025**

Date	Food	Beverage	Bar Beer	Bar Liquor	Bar Wine	Cigs	Clothing	Off Beer	Off Liquor	Off Wine	Off Taxable	Bar Misc.	THC Bev	Drink Chip	Total Daily Sales	Sales Tax Collected	Total Sales w/tax	CC Sales	CC Surg	Gift Cert	Adjusted Daily Sales	Daily Deposit	(+/-)	Lottery Deposit
1	\$ 69.61	\$ 7.46	\$ 56.44	\$ 122.19		\$ 42.00		\$ 377.22	\$ 268.85	\$ 23.04	\$ 30.43			\$ (4.00)	\$ 993.24	\$ 91.66	\$ 1,084.90	\$ 575.76	\$ 16.02		\$ 485.16	\$ 486.10	\$ 0.94	\$ (40.00)
2	\$ 179.49	\$ 22.84	\$ 81.68	\$ 174.03				\$ 339.27	\$ 187.87	\$ 7.98			\$ 31.64	\$ 5.00	\$ 1,029.80	\$ 95.39	\$ 1,125.19	\$ 540.99	\$ 15.49	\$ 10.00	\$ 485.69	\$ 487.21	\$ 1.52	\$ (104.00)
3	\$ 91.26	\$ 12.13	\$ 315.62	\$ 218.81	\$ 11.61	\$ 42.00		\$ 381.00	\$ 226.82	\$ 36.97	\$ 9.99	\$ 10.25		\$ (7.00)	\$ 1,349.46	\$ 126.00	\$ 1,475.46	\$ 643.28	\$ 18.11		\$ 850.29	\$ 854.65	\$ 4.36	\$ 31.00
4	\$ 194.14	\$ 37.29	\$ 633.63	\$ 302.43		\$ 70.00		\$ 607.46	\$ 297.82	\$ 83.12	\$ 6.58			\$ 4.00	\$ 2,236.47	\$ 207.60	\$ 2,444.07	\$ 1,284.26	\$ 34.63		\$ 1,194.44	\$ 1,195.25	\$ 0.81	\$ 269.00
5	\$ 115.92	\$ 6.99	\$ 384.46	\$ 303.72		\$ 56.00		\$ 853.52	\$ 249.81	\$ 46.96				\$ -	\$ 2,141.25	\$ 199.85	\$ 2,341.10	\$ 1,513.00	\$ 41.02	\$ 54.00	\$ 815.12	\$ 818.20	\$ 3.08	\$ 169.00
6														\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
7	\$ 108.96	\$ 12.60	\$ 111.49	\$ 127.19		\$ 14.00		\$ 473.22	\$ 178.43		\$ 42.40	\$ 3.50		\$ (4.00)	\$ 1,067.79	\$ 100.00	\$ 1,167.79	\$ 908.56	\$ 25.16		\$ 284.39	\$ 285.12	\$ 0.73	\$ 70.00
8	\$ 141.54	\$ 16.79	\$ 220.00	\$ 337.20		\$ 18.00		\$ 384.75	\$ 277.31	\$ 21.98			\$ 37.23	\$ -	\$ 1,454.80	\$ 137.03	\$ 1,591.83	\$ 1,021.99	\$ 27.58	\$ 8.00	\$ 589.42	\$ 589.89	\$ 0.47	\$ 35.00
9	\$ 101.96	\$ 15.15	\$ 265.52	\$ 94.64	\$ 7.74		\$ 42.00	\$ 697.65	\$ 52.93					\$ 4.00	\$ 1,281.59	\$ 119.11	\$ 1,400.70	\$ 524.68	\$ 14.40		\$ 890.42	\$ 891.10	\$ 0.68	\$ 49.00
10	\$ 114.10	\$ 33.65	\$ 331.00	\$ 266.42		\$ 28.00		\$ 220.36	\$ 224.15		\$ 20.27	\$ 34.99		\$ 5.00	\$ 1,277.94	\$ 115.48	\$ 1,393.42	\$ 826.86	\$ 21.51		\$ 577.07	\$ 577.60	\$ 0.53	\$ (11.00)
11	\$ 168.79	\$ 15.38	\$ 391.10	\$ 355.39	\$ 15.48	\$ 14.00		\$ 1,160.86	\$ 373.22	\$ 13.99	\$ 9.99	\$ 3.00		\$ (9.00)	\$ 2,512.20	\$ 242.48	\$ 2,754.68	\$ 1,976.18	\$ 52.99		\$ 831.49	\$ 835.79	\$ 4.30	\$ 151.00
12	\$ 166.69	\$ 42.65	\$ 469.08	\$ 356.93	\$ 7.74	\$ 84.00		\$ 682.63	\$ 439.46	\$ 9.99	\$ 21.93	\$ 5.00		\$ (9.00)	\$ 2,277.10	\$ 211.37	\$ 2,488.47	\$ 1,632.32	\$ 44.45		\$ 900.60	\$ 900.65	\$ 0.05	\$ 124.00
13														\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
14	\$ 109.54	\$ 5.60	\$ 144.01	\$ 200.21		\$ 14.00		\$ 403.28	\$ 289.87	\$ 90.00				\$ (12.00)	\$ 1,244.51	\$ 120.23	\$ 1,364.74	\$ 783.19	\$ 21.23	\$ 4.00	\$ 598.78	\$ 598.97	\$ 0.19	\$ 10.00
15	\$ 86.14	\$ 14.46	\$ 216.86	\$ 124.02		\$ 70.00		\$ 289.99	\$ 203.70					\$ (1.00)	\$ 1,004.17	\$ 89.78	\$ 1,093.95	\$ 379.31	\$ 10.30		\$ 718.94	\$ 723.40	\$ 4.46	\$ (6.00)
16	\$ 95.92	\$ 28.45	\$ 237.12	\$ 90.34		\$ 14.00		\$ 471.23	\$ 154.36	\$ 19.98	\$ 4.49	\$ 1.75	\$ 18.62	\$ -	\$ 1,136.26	\$ 106.89	\$ 1,243.15	\$ 589.31	\$ 16.44		\$ 670.28	\$ 670.25	\$ (0.03)	\$ 31.00
17	\$ 147.15	\$ 34.51	\$ 436.21	\$ 300.10		\$ 26.56		\$ 652.43	\$ 399.32	\$ 145.76	\$ 11.07	\$ 3.25		\$ 5.00	\$ 2,161.36	\$ 205.16	\$ 2,366.52	\$ 1,305.36	\$ 36.25		\$ 1,097.41	\$ 1,112.00	\$ 14.59	\$ 35.00
18	\$ 133.65	\$ 53.16	\$ 726.92	\$ 577.54	\$ 19.35	\$ 28.00		\$ 668.08	\$ 361.80	\$ 98.40	\$ 24.76	\$ 3.00		\$ 8.00	\$ 2,702.66	\$ 257.65	\$ 2,960.31	\$ 1,724.98	\$ 45.99		\$ 1,281.32	\$ 1,262.45	\$ (18.87)	\$ 32.00
19	\$ 261.46	\$ 32.17	\$ 455.44	\$ 480.09	\$ 3.87	\$ 28.00		\$ 1,101.35	\$ 645.15	\$ 86.24	\$ 6.58	\$ 1.75	\$ 21.41	\$ 4.00	\$ 3,127.51	\$ 297.57	\$ 3,425.08	\$ 2,323.08	\$ 63.41	\$ 4.00	\$ 1,161.41	\$ 1,144.51	\$ (16.90)	\$ 123.00
20														\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
21	\$ 54.94	\$ 5.60	\$ 86.92	\$ 44.60		\$ 70.00		\$ 436.20	\$ 96.38	\$ 43.96	\$ 19.27	\$ 1.75		\$ (4.00)	\$ 855.62	\$ 75.79	\$ 931.41	\$ 543.52	\$ 15.55		\$ 403.44	\$ 380.55	\$ (22.89)	\$ 35.00
22	\$ 73.11	\$ 7.00	\$ 184.52	\$ 105.34		\$ 60.00		\$ 522.21	\$ 74.40	\$ 30.98			\$ 58.65	\$ -	\$ 1,116.21	\$ 100.84	\$ 1,217.05	\$ 632.85	\$ 17.79		\$ 565.99	\$ 562.87	\$ (3.12)	\$ (36.00)
23	\$ 47.48	\$ 19.12	\$ 193.66	\$ 113.34		\$ 28.00		\$ 432.76	\$ 250.87	\$ 19.97	\$ 3.29			\$ -	\$ 1,108.49	\$ 104.88	\$ 1,213.37	\$ 502.49	\$ 14.25	\$ 20.00	\$ 690.13	\$ 692.95	\$ 2.82	\$ (15.00)
24	\$ 156.20	\$ 12.13	\$ 364.46	\$ 174.51		\$ 14.00		\$ 400.75	\$ 64.95	\$ 95.98				\$ 12.00	\$ 1,294.98	\$ 121.17	\$ 1,416.15	\$ 513.91	\$ 13.49		\$ 915.73	\$ 915.75	\$ 0.02	\$ 43.00
25	\$ 84.27	\$ 23.31	\$ 321.97	\$ 173.16		\$ 46.00		\$ 1,481.23	\$ 388.74	\$ 98.92	\$ 24.35	\$ 16.98	\$ 15.82	\$ -	\$ 2,674.75	\$ 254.16	\$ 2,928.91	\$ 1,913.56	\$ 54.03		\$ 1,069.38	\$ 1,106.30	\$ 36.92	\$ 76.00
26	\$ 187.63	\$ 34.05	\$ 350.11	\$ 270.29		\$ 56.00		\$ 815.00	\$ 274.75	\$ 68.96	\$ 31.78			\$ 22.00	\$ 2,110.57	\$ 194.47	\$ 2,305.04	\$ 1,357.34	\$ 36.11	\$ (0.25)	\$ 984.06	\$ 989.15	\$ 5.09	\$ 34.00
27														\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
28	\$ 7.45	\$ 2.80	\$ 125.60	\$ 131.75		\$ 14.00		\$ 169.92	\$ 149.36	\$ 13.99	\$ 3.29	\$ 12.08		\$ (9.00)	\$ 621.24	\$ 59.30	\$ 680.54	\$ 298.35	\$ 8.40	\$ 13.00	\$ 377.59	\$ 377.37	\$ (0.22)	\$ 32.00
29	\$ 30.26	\$ 5.60	\$ 209.32	\$ 120.39		\$ 28.00		\$ 535.68	\$ 216.82	\$ 15.96	\$ 6.58	\$ 13.50		\$ 9.00	\$ 1,191.11	\$ 111.57	\$ 1,302.68	\$ 673.57	\$ 19.17		\$ 648.28	\$ 653.55	\$ 5.27	\$ 40.00
30	\$ 77.53	\$ 9.33	\$ 191.37	\$ 121.06		\$ 56.00		\$ 476.23	\$ 149.39	\$ 10.99	\$ 11.87			\$ (4.00)	\$ 1,099.77	\$ 100.97	\$ 1,200.74	\$ 745.09	\$ 20.52	\$ 7.25	\$ 468.92	\$ 467.55	\$ (1.37)	\$ 26.00
31														\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
	\$ 3,005.19	\$ 510.22	\$ 7,504.51	\$ 5,685.69	\$ 65.79	\$ 920.56	\$ 42.00	\$ 15,034.28	\$ 6,496.53	\$ 1,084.12	\$ 295.50	\$ 110.80	\$ 300.66	\$ 15.00	\$ 41,070.85	\$ 3,846.40	\$ 44,917.25	\$ 25,733.79	\$ 704.29	\$ 120.00	\$ 19,555.75	\$ 19,579.18	\$ 23.43	\$ 1,203.00

April 2025 ATM Report

DNS49583

Total Surcharge:\$385.00

**TWIN VALLEY MUNICIPAL
LIQUOR**

3771 COUNTY HIGHWAY 27

Twin Valley, MN 56584

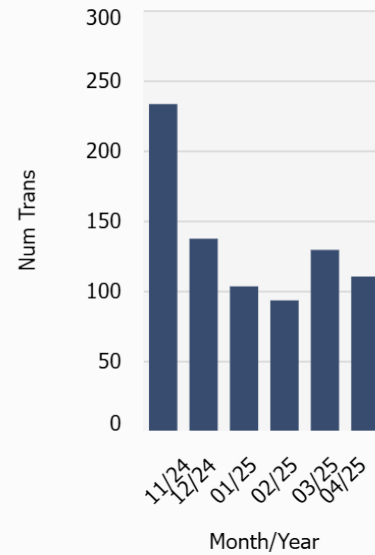
Date	Wdl Txns	Schg Txns	Dny Txns	Total Txns	Wdl Amt	Schg Colctd
2025-04-01	2	2	0	3	\$160.00	\$7.00
2025-04-02	3	3	0	15	\$160.00	\$10.50
2025-04-03	3	3	0	5	\$280.00	\$10.50
2025-04-04	8	8	0	13	\$1,500.00	\$28.00
2025-04-05	7	7	0	10	\$720.00	\$24.50
2025-04-06	3	3	0	3	\$160.00	\$10.50
2025-04-07	0	0	0	0	\$0.00	\$0.00
2025-04-08	3	3	2	6	\$180.00	\$10.50
2025-04-09	5	5	0	8	\$680.00	\$17.50
2025-04-10	3	3	0	4	\$120.00	\$10.50
2025-04-11	6	6	0	9	\$600.00	\$21.00
2025-04-12	8	8	1	19	\$840.00	\$28.00
2025-04-13	7	7	1	13	\$740.00	\$24.50
2025-04-14	0	0	0	0	\$0.00	\$0.00
2025-04-15	2	2	0	3	\$140.00	\$7.00
2025-04-16	1	1	0	1	\$120.00	\$3.50
2025-04-17	4	4	0	7	\$480.00	\$14.00
2025-04-18	4	4	0	5	\$400.00	\$14.00
2025-04-19	12	12	2	23	\$1,580.00	\$42.00
2025-04-20	6	6	0	7	\$580.00	\$21.00
2025-04-21	0	0	0	0	\$0.00	\$0.00
2025-04-22	1	1	0	2	\$100.00	\$3.50
2025-04-23	1	1	0	2	\$20.00	\$3.50
2025-04-24	3	3	0	6	\$380.00	\$10.50
2025-04-25	3	3	0	4	\$520.00	\$10.50
2025-04-26	5	5	0	6	\$440.00	\$17.50
2025-04-27	6	6	0	10	\$580.00	\$21.00
2025-04-28	0	0	0	0	\$0.00	\$0.00
2025-04-29	2	2	0	3	\$400.00	\$7.00
2025-04-30	2	2	0	3	\$200.00	\$7.00
Totals:	110	110	6	190	\$12,080.00	\$385.00

Month	Num Trans
11/24	233
12/24	137
01/25	103
02/25	93
03/25	129
04/25	110

805

Average Monthly Trans:	134
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6 Month History



INVESTMENT BALANCE

05/01/2025

ID	Description	Maturity Date	Int.Rate	Value
11644a	Community Center Improvements	11/9/2025	3.25	\$ 4,054.55
62868	Community Center Reserves	6/11/2025	3.961	\$ 8,021.09
63012	Community Center Reserves	12/30/2025	3.25	\$ 28,782.40
63113	Community Center Reserves	1/11/2026	3.25	\$ 5,263.81
63111	Community Center Reserves	1/11/2026	3.25	\$ 3,158.29
63995	Community Center Reserves	5/29/2025	3.961	\$ 5,218.17
11755	GF Community Center Improvements	8/13/2025	3.25	\$ 13,250.02
				\$ 67,748.33
11811	EDA Reserves	10/3/2025	3.25	\$ 13,360.00
11812	EDA Reserves	10/3/2025	3.25	\$ 6,663.29
				\$ 20,023.29
63994	Fire Department	5/29/2025	3.961	\$ 10,436.34
63110	Fire Department - Equipment	1/11/2026	3.25	\$ 3,158.29
22109	Fire Department - Truck Fund	6/9/2026	3	\$ 9,283.02
63143	Fire Department - Truck Fund	6/21/2025	3.25	\$ 51,732.71
22211	Fire Department Equipment Fund	3/16/2026	3.25	\$ 8,819.00
12423	Fire Department Reserves	10/30/2025	3.961	\$ 28,617.29
63244	Fire Department Reserves	5/28/2025	3.961	\$ 10,631.63
63011	Fire Department Reserves	12/30/2025	3.25	\$ 27,731.77
102319	Fire Department Reserves	7/18/2025	4.5	\$ 12,500.00
21932	Fire Department Veh/Equip Fund	5/24/2028	3	\$ 11,492.36
12586	Fire Equipment Fund	9/14/2025	3.25	\$ 1,089.21
12587	Fire Equipment Fund	9/20/2026	3	\$ 1,336.59
				\$ 176,828.21
10375	GF Blight & Beautification	10/25/2025	3.961	\$ 9,682.24
9192	GF Building Improvements	5/15/2025	3.961	\$ 5,431.12
10045	GF Municipal Center Improvements	5/16/2025	3.961	\$ 7,488.22
7528	GF Street Improvements	6/13/2025	3.961	\$ 52,340.59
				\$ 74,942.17
307425471	Liquor Store -Building Improvement Fund	12/31/2025	0.05	\$ 188.81
309607618	Liquor Store Building Improvements	12/31/2025	4.65	\$ 54,239.30
10841	Liquor Store Reserves	5/28/2025	3.25	\$ 10,694.53
11400	Liquor Store Reserves	6/19/2025	3.25	\$ 14,828.31
				\$ 79,950.95
62675	Parks Reserves	10/15/2025	3.961	\$ 10,948.52
63114	Parks Reserves	1/11/2026	3.25	\$ 3,579.39
63245	Parks Reserves	5/28/2025	3.961	\$ 15,947.45
102320	Parks Reserves	7/18/2025	4.5	\$ 3,500.00
				\$ 33,975.36
62714	Public Works Equipment	12/31/2025	3.25	\$ 21,694.08
63112	Public Works Reserves	1/11/2026	3.25	\$ 4,211.04
12422	GF Streets Department Equipment	7/31/2025	3.95	\$ 22,363.21
				\$ 48,268.33
10984	PW Sewer Project	12/23/2025	3.25	\$ 44,087.63
10043	PW Water Metering	5/30/2025	3.95	\$ 12,001.20
				\$ 56,088.83

INVESTMENT BALANCE

05/01/2025

63115	Rescue Department - Equipment	1/11/2026	3.25	\$	2,631.90
21925	Rescue Equipment Fund	4/10/2026	3.25	\$	554.86
22121	Rescue Equipment Fund	8/12/2025	3.25	\$	2,050.86
63010	Rescue Fund Reserves	12/30/2025	3.25	\$	5,306.00
63251	Rescue Reserves	5/28/2025	3.961	\$	3,721.07
102322	Rescue Reserves	7/18/2025	4.5	\$	2,500.00
63996	Rescue Squad	5/29/2025	3.961	\$	2,609.08
12501	Rescue Vehicle Fund	6/16/2025	3.25	\$	893.52
12524	Rescue Vehicle Fund	3/14/2026	3.25	\$	970.58
12538	Rescue Vehicle Fund	6/17/2025	3.25	\$	1,039.27
22301	Rescue Vehicle Fund	7/5/2026	3	\$	2,796.99
				\$	25,074.13

INVESTMENTS TOTAL \$ 582,899.60

For the Period : 4/1/2025 To 4/30/2025

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$239,696.82	\$9,852.53	\$28,619.34	\$220,930.01	\$607.42	\$3,889.34	\$224,211.93
Other Federal Programs - ARP	\$46,447.10	\$0.00	\$0.00	\$46,447.10	\$0.00	\$0.00	\$46,447.10
Public Housing (Optional)	\$69,486.90	\$0.00	\$0.00	\$69,486.90	\$0.00	\$0.00	\$69,486.90
LEASE Revenues - Tower Antenna Placement	\$21,239.89	\$1,266.77	\$0.00	\$22,506.66	\$0.00	\$0.00	\$22,506.66
2012A Refunding Bond	\$2,337.03	\$0.00	\$0.00	\$2,337.03	\$0.00	\$0.00	\$2,337.03
2013A Refunding Bond	(\$92,123.82)	\$2,266.97	\$0.00	(\$89,856.85)	\$0.00	\$0.00	(\$89,856.85)
MPFA DWRF 2019 Replacement Fund	\$37,875.00	\$0.00	\$0.00	\$37,875.00	\$0.00	\$0.00	\$37,875.00
General Capital Projects	\$65,119.95	\$0.00	\$0.00	\$65,119.95	\$0.00	\$0.00	\$65,119.95
Lot Incentive Program	\$14,723.91	\$0.00	\$0.00	\$14,723.91	\$0.00	\$0.00	\$14,723.91
2007 Storm Utility Fund	\$233,634.49	\$2,230.44	\$0.00	\$235,864.93	\$63.00	\$0.00	\$235,801.93
Blight & Beautification	\$8,101.58	\$0.00	\$0.00	\$8,101.58	\$0.00	\$0.00	\$8,101.58
Water	\$756,630.21	\$17,628.54	\$12,795.98	\$761,462.77	\$470.25	\$1,066.56	\$762,059.08
Sewage Collection and Disposal	\$322,826.13	\$16,498.93	\$30,794.47	\$308,530.59	\$474.00	\$3,784.87	\$311,841.46
Refuse or Garbage Collection	\$153,379.95	\$11,007.48	\$9,268.82	\$155,118.61	\$251.94	\$0.00	\$154,866.67
Municipal Liquor Store	\$108,115.05	\$45,934.28	\$62,744.61	\$91,304.72	\$467.55	\$14,218.96	\$105,056.13
Swimming Pool	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
SHIP - City projects	(\$670.95)	\$0.00	\$0.00	(\$670.95)	\$0.00	\$0.00	(\$670.95)
Memorial Gardens	(\$20.88)	\$0.00	\$0.00	(\$20.88)	\$0.00	\$0.00	(\$20.88)
Loan Pool/EDA	\$26,023.80	\$1,137.31	\$0.00	\$27,161.11	\$0.00	\$0.00	\$27,161.11
City Cemetery	\$1,552.60	\$0.00	\$0.00	\$1,552.60	\$0.00	\$0.00	\$1,552.60
General Trust - Special Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$2,015,374.76	\$107,823.25	\$144,223.22	\$1,978,974.79	\$2,334.16	\$22,959.73	\$1,999,600.36

2025 Nuisance Listing
Citations Issued

5/9/2025

NUM	STREET	QUARTER	VIOLATION	1ST CITATION	DUE	DUE DATE	PAID
304	Main	E	92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
106	1st	NE	92.18, 92.19	5/8/2025	\$ 25.00	5/22/2025	N
108	1st	NE	92.19	5/8/2025	\$ 25.00	5/22/2025	N
103	2nd	NE	92.20, 151.39	5/8/2025	\$ 25.00	5/22/2025	N
207	Lincoln	NE	92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
302	Norman	NE	92.18, 92.19, 92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
306	Norman	NE	92.20, 151.39	5/8/2025	\$ 25.00	5/22/2025	N
310	Norman	NE	92.20, 151.39	5/8/2025	\$ 25.00	5/22/2025	N
307	1st	NW	92.20, 92.18	5/6/2025	\$ 25.00	5/20/2025	N
307	1st	NW	92.20, 92.18, 151.26	5/6/2025	\$ 10.00	5/20/2025	N
201	2nd	NW	92.19	5/8/2025	\$ 25.00	5/22/2025	N
310	2nd	NW	92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
400	4th	NW	92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
102	Lincoln	NW	92.18, 92.19, 92.20, 151.39	5/8/2025	\$ 25.00	5/22/2025	N
200	Lincoln	NW	92.18, 92.19, 92.20, 151.39	5/8/2025	\$ 25.00	5/22/2025	N
103	1st	SE	92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
203	Cleveland	SE	92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
410	Pleasant	SE	92.20, 151.39	5/8/2025	\$ 25.00	5/22/2025	N
500	Pleasant	SE	92.18, 92.19, 92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
501	Pleasant	SE	92.18, 92.19, 92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
607	Pleasant	SE	92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
204	1st	SW	92.18, 92.19, 92.20, 151.39	5/5/2025	\$ 25.00	5/19/2025	N
305	2nd	SW	92.18, 92.19	5/8/2025	\$ 25.00	5/22/2025	N
306	3rd	SW	92.18, 92.19, 92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
202	4th	SW	92.18, 92.19, 92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
206	4th	SW	92.18, 92.19, 92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
109	Cleveland	SW	92.18, 92.19	5/8/2025	\$ 25.00	5/22/2025	N
309	Cleveland	SW	92.20, 151.39	5/6/2025	\$ 25.00	5/20/2025	N
207	Pleasant	SW	92.18, 92.19	5/8/2025	\$ 25.00	5/22/2025	N
305	Pleasant	SW	92.15, 92.16, 92.18, 92.19, 92.20	5/6/2025	\$ 25.00	5/20/2025	N