City of Gilbert City Council Regular Meeting Agenda

6:00 p.m. Tuesday, October 27, 2026

Gilbert City Hall – Council Chambers

16 S Broadway Street

Gilbert, MN 55741

Council working session scheduled for 5:00 p.m.

1. CALL TO ORDER

2. ROLL CALL

A. Determination of Quorum

B. Pledge of Allegiance

C. Approve Additions/Deletions to the Agenda (if any)

3. CONSENT AGENDA

A. City Council Minutes

- September 19, 2026 – Special Council Minutes (Pages 1-2)
- September 22, 2026 – Working Session Minutes (Pages 3-5)
- September 22, 2026 – Regular Meeting Minutes – (Pages 6-7)
- October 13, 2026 – Working Session Minutes – (Pages 8-9)
- October 13, 2026 – Regular Meeting Minutes (Pages 10-14)

B. Boards and Commission Minutes (if any)

- October 8, 2026 – Water & Light Advisory Board Meeting Minutes (Page 15)

4. PUBLIC INPUT

5. REPORTS – MAYOR & COUNCIL

A. Mayor

B. Council Members

6. REPORTS – STAFF, BOARDS & COMMISSIONS

A. Fire Chief Anthony Nemanick

- Fire Department PERA Increase Approval (Pages 16-19)

B. City Attorney Bryan Lindsey

C. Chief of Police Ty Techar

D. City Engineer Matt Reid – SEH

E. Public Works Operations Director Sam Lautigar

F. Campground Host (if reporting)

G. Library Director Su Dubbas

H. First Responders Pete Makowski

I. Clerk-Treasurer Nancy Sanford

7. OLD BUSINESS

A. Employee Timesheets – 9/27/2026-10/10/2026 (Pages 20-53)

B. Payment Approval Report – Bills and Payroll, upon proper audit (Pages 54-62)

C. **2026-29** RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT FOR SHERWOOD FORT CAMPGROUND MANAGEMENT SERVICES FOR 2026-2028 (Pages 63-71)

D. **2026-26** RESOLUTION AUTHORIZING THE APPOINTMENT OF BRANDON OLSON TO THE GILBERT FIRE DEPARTMENT (Pages 72-73)

E. **2026-30** RESOLUTION APPROVING THE DEPUTY CLERK JOB DESCRIPTION AND AUTHORIZING ADVERTISEMENT FOR THE POSITION (Pages 74-75)

F. Community Center Project – Change Orders #01 and #02 and Payment Application #09 Approval (Pages 76-108)

8. NEW BUSINESS

A. **2026-24** RESOLUTION APPROVING CIT TECHNOLOGY SERVICES FOR DOMAIN TRANSITION AND SONICWALL SECURITY RENEWAL (Pages 109-123)

B. **2026 -25** RESOLUTION AUTHORIZING THE ENGAGEMENT OF RANDALL PARKHURST FOR INFORMATION TECHNOLOGY SERVICES AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT (Pages 124-129)

C. **2026-27** RESOLUTION AUTHORIZING ADVERTISEMENT FOR SEASONAL RINK ATTENDANT POSITIONS (Pages 130-131)

D. **2026-28** RESOLUTION AUTHORIZING REACTIVATION OF THE CITY'S MINNESOTA MUNICIPAL MONEY MARKET FUND (4M) ACCOUNT AND DESIGNATING AUTHORIZED PERSONNEL (Pages 132-174)

E. **2026-31** RESOLUTION AUTHORIZING EXECUTION OF A CONSTRUCTION CONTRACT WITH MESABI BITUMINOUS, INC FOR THE ORE BE GONE ACCESS ROAD AND ENTERPRISE TRAIL SETTLEMENT REPAIRS PROJECT (Pages 175-203)

F. Public Works Skidsteer Tire Replacement Purchase Authorization (Pages 204-206)

G. **2026-32** RESOLUTION AUTHORIZING THE APPOINTMENT OF A POLICE OFFICER TO THE GILBERT POLICE DEPARTMENT (Pages 207-208)

9. MISCELLANEOUS ANNOUNCEMENTS

- November 3, 2026 – General Election
- November 10 and 24, 2026 – Budget-focused Council working sessions
- November 17, 2026 – Special Council budget meeting, 5:00–7:00 p.m.

10. ADJOURN

CITY OF GILBERT
SPECIAL COUNCIL MEETING MINUTES
SATURDAY, SEPTEMBER 19, 2026, 12:00 P.M.

Call to Order: Mayor Oberstar called meeting to order at 12:02 pm

Roll Call: Present: Mayor Oberstar, Councilor Skrbec, Councilor Redepenning, Councilor Vertachnik, Councilor Pontinen Absent: None

The topics to be covered are:

- **CLOSED SESSION: Negotiate contract for New City Clerk:**

Motion by Councilor Skrbec, (seconded by Councilor Pontinen to Recess Special Meeting and move into Closed Session at 12:03 pm MCU

Mayor Oberstar RECONVENED SPECIAL COUNCIL MEETING at 12:39
Roll Call: Present: Mayor Oberstar, Councilor Skrbec, Councilor Vertachnik, Councilor Redepenning, Councilor Pontinen Absent: None

Motion by Councilor Skrbec, (seconded by Councilor Redepenning) to approve the proposed contract offer discussed in the closed meeting session to Ms. Nancy Sanford for the Gilbert City Clerk/Treasurer Position; Via City Attorney Bryan Lindsey. MCU

- **Accept Voluntary Resignations of Two City Employees:**

Motion by Councilor Skrbec, (seconded by Councilor Redeppenning) to approve voluntary resignations of Interim Clerk Lynn Lorey and Administrative Assistant Marion DeLage effective September 15, 2026. MCU

- **Temporary Staffing and Transition Plan:**

Motion by Councilor Skrbec, (seconded by Councilor Redepenning) to approve Police Chief Ty Techar as Temporary Bank Signatory with Mayor Oberstar, until a New City Clerk/Treasurer is Officially Hired. MCU

Adjournment: Motion by Councilor Vertachnik, (seconded by Councilor Skrbec) to adjourn meeting at 1:42 pm. MCU

Interim Clerk/Treasurer

_____

Mayor Karl Oberstar Jr.

CITY OF GILBERT WORKING SESSION - MINUTES

TUESDAY SEPTEMBER 22, 2026, 5 pm

CALL TO ORDER:

ROLL CALL: Mayor Karl Oberstar Jr.; Councilors Robert Pontinen, Paul Skrbec, Ryan Redepenning, and Rudy Vertachnik

1 . Council:

a. 2027 Budget Talks – BOB ASKED THAT WE CONFIRM THAT OUR REVENUES ARE CORRECT.

b. Northern Lights Dental Purchase of Vacant Lot – WE ARE GOING TO ASK FOR MORE INFORMATION ABOUT WHAT THEY ARE PLANNING TO DO WITH THE PROPERTY

c. Broadview Manor request of Trees that need to be cut down MOVE THIS ITEM TO THE REGULAR MEETING AGENDA

2. Public Works:

a. Capitol Project Review for 2027 with City Engineer for Grant Application Consideration – MATT FROM SEH DISCUSSED PROJECTS FOR 2027 CAPITAL IMPROVEMENT ITEMS. GRANT APPLICATIONS ARE DUE FOR CDBG ON OCT 15. TOOK BIDS FOR THE ORE-BE-GONE ACCESS ROAD

AND MESABI BITOUMINOUS WAS THE LOW BIDDER.

b. Emergency Authorization by the Mayor on (2) City Powerline Replacements by MN Power on Upper Nebraska Avenue $14,000

c. Discussion on what steps to be taken by the Poor Unhealthy and Unsafe conditions at a local business on Main Street…. Complaints received to the City. MOVE ITEM TO REGULAR AGENDA FOR LATE UTILITIES – SHUT OFF NOTICE.

d. Community Center Project Update – MATT FROM SEH REPORTED THAT THEY ARE FINISHING CLEANING PLUS THEIR PUNCH LIST ITEMS NEXT WEEK. HAVC IS TURNED ON AND BEING BALANCED NOW. A FEW DOORS STILL NEED TO BE CHANGED OUT. PROJECT SHOULD BE COMPLETE BY 1ST WEEK OF OCT.

3. <u>Campground:</u>
   a. New Contract Talks – DISCUSSED PRESENTING THEM AN OFFER OF 10% 1ST YEAR AND 10% 2ND YEAR. 2-YEAR CONTRACT.

4. <u>Administrative:</u>
   a. CIT
   b. Payroll reports to CIT
   c.

5. <u>Follow up from previous Council Meeting(s)</u>
   a.
   b.

6. Adjournment:
7. MOTION TO AJOURN BY REDEPENNING, SECOND BY VERTACHNIK – MCU

City of Gilbert Regular Council Meeting Minutes

September 22, 2026

Call to Order and Agenda

The regular meeting was called to order at 6:00 p.m., followed by roll call and the Pledge of Allegiance. The Council discussed additions and changes to the agenda, including matters to be addressed after returning to open session. A motion to approve the agenda was made by Councilor Vertachnik as amended was seconded by Councilor Skrbec and carried by voice vote. A separate motion to approve the consent agenda was seconded and carried by voice vote.

Public Input

Members of the public addressed the proposed annexation of the Fayal Township portion of Differding Point and possible detachment of the Gilbert portion. Comments concerned property taxes, existing township services, water rates and the expired water service agreement, road and utility costs, representation, and relations between the communities. Speakers also raised concerns about City staffing and the clerk selection process. Council members and the City Attorney responded to questions. No Council action was taken during public input.

Old Business

Resolution 2026-22 Proposed annexation of the Fayal Township portion of Differding Point: A motion to reject the resolution was made by Councilor Skrbec and supported by Councilor Redepenning. The second was withdrawn, and no replacement second was offered; the motion did not proceed. A motion to approve Resolution 2026-22 was then made by Councilor Redepenning and seconded by Councilor Pontinen. Following a roll-call vote, the motion failed, with two votes in favor and three opposed.

Reports

Council members gave brief reports and thanked residents for participating. The police chief reported that this was his 500th council meeting as chief. The Council briefly discussed removal of a cardboard crusher. The city attorney reported no formal items and answered a question about temporary signing of city documents.

New Business

Broadway Manor trees: A motion to have staff contact a tree service regarding trees near Broadway Manor by Councilor Vertachnik was seconded by Councilor Skrbec and carried by voice vote.

Special meeting: A motion to move the special Council meeting from September 29 to Monday, September 28, 2026, at 6:00 p.m. was made by Councilor Skrbec and was seconded by Councilor Redepenning and carried by voice vote. A separate motion to table campground host pay discussion until that meeting was made by Councilor Skrbec and seconded by Councilor Vertachnik and carried.

Interim administrative support: The Council discussed temporary administrative and operational assistance during the transition in the clerk's office. A motion was made by Councilor Skrbec to adopt Resolution 2026-23, authorizing a professional services arrangement with a maximum cost of $7,500 per month the motion was seconded by Councilor Vertachnik. The discussion contemplated a short-term arrangement with an option to terminate by written notice. The motion passed on a voice vote.

Access road bids: A motion by Councilor Skrbec to approve the access road bids was seconded by Councilor Vertachnik and carried by voice vote.

Leaf pickup: A motion by Councilor Skrbec was made to set leaf pickup for October 26 through October 30, 2026, requiring leaves to be bagged and brush to be six feet or less, was seconded by Councilor Redepenning and carried by voice vote.

Tree trimming along alley: A motion by Councilor Skrbec to have staff contact the power company about trimming around power lines in the alley between Ohio and Iowa Avenues was seconded Councilor Redepenning and carried by voice vote.

Information technology services: A motion by Councilor Skrbec to proceed with an independent contractor agreement with Randy Parkhurst for IT services at $30 per hour, using a prior city contract as a starting point, was seconded by Councilor Redepenning and carried by voice vote. The city attorney indicated that he would prepare the agreement.

Laundromat: The Council discussed complaints concerning conditions and drainage at a laundromat. The city attorney discussed obtaining a formal assessment and possible inspection or enforcement steps.

Recess and Return

The Council recessed at 7:39 p.m. to enter closed session. The Council reconvened in open session at 8:10 p.m., and roll call was taken. The full Council was present.

Actions After Return to Open Session

City clerk offer: A motion was made by Councilor Skrbec to accept Nancy Sanford's counteroffer for the city clerk position was seconded by Councilor Redepenning and passed on a recorded vote of 5–0. It was separately moved by Councilor Skrbec to direct the city attorney to prepare an employment contract reflecting the agreed terms; the motion was seconded by Councilor Vertachnik and carried by voice vote.

Election judge: A motion by Councilor Skrbec to designate Nancy Sanford as head election judge in place of the former clerk was seconded by Councilor Redepenning and carried by voice vote.

City Hall hours: A motion by Councilor Skrbec to temporarily set public office hours from 10:00 a.m. to 2:00 p.m., five days per week, with Council review at least every 30 days, was seconded by Councilor Redepenning and carried by voice vote.

Bank signatory: A motion by Councilor Skrbec to add Nancy Sanford as an account signatory in place of the interim signatory, stated as effective October 14, 2026, was seconded by Councilor Vertachnik and carried by voice vote. The Council discussed the bank's requirement for approved minutes.

Organizational designations: A motion by Councilor Skrbec to update the designations made at the January organizational meeting so Nancy Sanford assumes the prior clerk's designated duties, including data practices and attesting functions, was seconded by Councilor Redepenning and carried by voice vote.

Adjournment

A motion to adjourn was made, seconded, and carried by voice vote. The meeting adjourned at 8:24 p.m.

Respectfully submitted,

_____

City Clerk

City of Gilbert City Council Working Session Meeting Minutes

5:00 p.m. Tuesday, October 13, 2026
Gilbert City Hall - Council Chambers
16 S Broadway Street
Gilbert, MN 55741

ATTENDEES

Council Members Present: Mayor Karl Oberstar, Jr.; Councilors Rudy Vertachnik, Paul Skrbec, and Bob Pontinen.

Council Members Absent: Councilor Ryan Redepenning (with notice).

City Staff: Clerk-Treasurer Nancy Sanford;

CITY COUNCIL WORKING SESSION AGENDA

MEMBERS PRESENT

CALL TO ORDER

REVIEW OF MINUTES

Mayor Karl Oberstar, Jr. called the City Council Working Session to order at 5:00 p.m.

Roll call confirmed four Council members present, and Councilor Redepenning absent with notice. A quorum was established. No additions to the agenda were made.

1. COUNCIL

a. Budget

b. Ordinance 30.09

c. Northern Lights Dental

d. City Engineer Contract

Council discussion on three year contract.

e. Stages of the Range Players Discount on Facility Rental

Council discussion and general support for discounted fee.

f. Land Use/Building Permit - 215 E Michigan Ave

Council discussion to include on the regular meeting agenda.

2. PUBLIC WORKS

a. Community Center Parking Lot Re-paving

Council discussion of punch list for Community Center and remaining work.

b. Community Center Toilets/Sinks Replacement

c. Ground Line Inspection Project

3. ADMINISTRATIVE

a. Payment Approval Report

b. PSN v. Caselle Payment Processing

c. Payroll Management

d. 2023 Audit Expenses

e. 2024 Audit Update

Sanford provided update on 2024 audit. Council discussion on audit and price increase.

f. Accounts Receivable Module

g. Social Media

4. FOLLOW UP FROM PREVIOUS COUNCIL MEETING(S)

a. Laundromat Complaints

5. ADJOURN

MOTION: Adjourn the working session at 6:15 p.m. (Oberstar/Skrbec) Carried unanimously 4/0.

Respectfully submitted,

_____

Nancy Sanford, Clerk-Treasurer

_____

Karl Oberstar, Jr., Mayor

City of Gilbert City Council Meeting Minutes

6:00 p.m. Tuesday, October 13, 2026
Gilbert City Hall - Council Chambers
16 S Broadway Street
Gilbert, MN 55741

ATTENDEES

Council Members Present: Mayor Karl Oberstar, Jr.; Councilors Rudy Vertachnik, Paul Skrbec, and Bob Pontinen.

Council Members Absent: Councilor Ryan Redepenning (with notice).

City Staff: Clerk-Treasurer Nancy Sanford; Fire Chief Anthony Nemanick; Chief of Police Ty Techar; Maegen Bothwell.

CITY COUNCIL MEETING AGENDA

1. CALL TO ORDER

Mayor Karl Oberstar, Jr. called the Regular City Council Meeting to order at 6:16 p.m.

2. ROLL CALL

A. Determination of Quorum
B. Pledge of Allegiance
C. Approve Additions/Deletions to the Agenda (if any)

Roll call confirmed four Council members present, and Councilor Redepenning absent with notice. A quorum was established and the Pledge of Allegiance recited. No additions to the agenda were made.

3. CONSENT AGENDA

A. City Council Minutes

- September 22, 2026 - Working Session Minutes
- September 22, 2026 – Regular Meeting Minutes
- September 29, 2026 – Special Meeting Minutes

Oberstar requested corrections to the September 22, 2026, regular meeting minutes to identify motion makers, and to the special meeting minutes from September 29, 2026 to reflect his proposed motion failed for lack of a second. The September 22, 2026, working session minutes were not included in the packet.

MOTION: Defer approval of both September 22, 2026, meeting minutes to the next regular meeting and approve the remaining consent agenda, including the special meeting minutes from September 29, 2026 with the stated correction from Mayor Oberstar. (Skrbec/Vertachnik) Passed unanimously (4–0).

B. Boards and Commission Minutes

- October 5, 2026 Cemetery Board Meeting Minutes

C. Payment Report Approval

- Payment of Bills and Payroll upon proper audit of Clerk and Mayor

Oberstar requested that future payment approval reports be placed under Old Business after the check register and time sheets.

4. PUBLIC INPUT

No public input was offered during the designated public input period.

5. REPORTS - MAYOR & COUNCIL

A. Mayor

B. Council Members

Pontinen discussed updating the water service arrangement with Fayal Township and the need for accurate metering and fair compensation. Skrbec outlined individual-meter and bulk-meter alternatives. A Water and Light Board representative discussed the expired contract, rates and fire protection. Council supported beginning negotiations promptly.

MOTION: Direct the Water and Light Board to arrange meetings with Fayal Township to negotiate a new water service contract. (Pontinen/Skrbec) Passed unanimously (4–0).

Skrbec thanked Gilbert Community Church/United Methodist volunteers for cleaning the Community Center following construction and noted the auditorium would still need attention. He also recognized improved communication and status reporting from City staff.

MOTION: Post the completed 2023 City audit and future audits online for public access. (Skrbec/Vertachnik) Passed unanimously (4–0).

Council discussed advertising the deputy clerk position, including the salary range in the posting, and resolving retiree health insurance payments. Sanford noted that staff were obtaining policy and billing information. Oberstar reported that Community Center renovations were substantially complete but expressed concern about the condition of the parking lot.

MOTION: Direct Public Works and the City's engineering/contractor contacts to obtain a quote for complete repaving of the Community Center parking lot by the next meeting. (Oberstar/Skrbec) Passed unanimously (4–0).

6. REPORTS - STAFF, BOARDS & COMMISSIONS

A. Fire Chief Anthony Nemanick

Fire Chief Nemanick requested approval to hire Brandon Olson, a qualified applicant who would restore the department to 19 members. Council requested the hiring action be placed on the next meeting agenda. Existing turnout gear could be used temporarily, with new gear anticipated in the next budget.

B. City Attorney Briyan Lindsey

C. Chief of Police Techar

Chief Techar reported staffing shortages, an anticipated new officer, a potential unpaid criminal justice internship through Winona State University, blight enforcement activity, and an increased contract request from the Mesabi Humane Society. He described ongoing abatement and court proceedings involving nuisance properties. A request to remove him as a check signatory was deferred because the earlier authorizing meeting minutes had not yet been approved.

D. City Engineer Matt Reid SEH

E. Public Works Ops Director Sam Lautigar

F. Library Director Su Dubbas

G. First Responders Pete Makowski

H. Clerk – Treasurer Nancy Sanford

Sanford reported preparation for a waste management tax audit, annual insurance renewal, potential Caselle payroll and accounts receivable modules, election administration and budget preparation. She updated Council on North Shore Development Co.'s administrative support contract, including agendas, minutes and records-management procedures. Council supported researching higher-interest municipal investment options, including the 4M Fund, for later approval.

MOTION: Authorize staff to investigate the Caselle accounts receivable module. (Vertachnik/Skrbec) Passed unanimously (4–0).

MOTION: Restore regular City Hall office hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, beginning October 19, 2026. (Skrbec/Pontinen) Passed unanimously (4–0).

MOTION: Appoint the election judges presented by the Clerk for the November 3, 2026 election, at $16 per hour for election judges and $18 per hour for the head election judge. (Skrbec/Vertachnik) Passed unanimously (4–0).

Sanford advised that the Public Accuracy Test would occur October 15, 2026 at 10:00 a.m. She also discussed the existing garbage contract, a possible lobbying services proposal, and a need to confirm budget and contract information.

Council designated the November 10 and November 24 working sessions for budget discussion only. Members discussed revenue, department needs, the Biwabik police contract and retired police benefit expenses.

MOTION: Schedule a special City Council budget meeting for November 17, 2026, from 5:00 to 7:00 p.m. (Oberstar/Skrbec) Passed unanimously (4–0).

Sanford reported renewed interest from Dollar General in City property. Council discussed previous site proposals, possible environmental assessments and the need for a written proposal. Skrbec encouraged considering future property maintenance or vacancy protections in any development agreement.

7. OLD BUSINESS

A. Check Register, August 27–September 30, 2026

Mayor Oberstar left the meeting at 7:34 p.m. Councilor Pontinen, serving as Acting Mayor, assumed responsibility for presiding over the remainder of the meeting.

MOTION: Approve the check register for August 27 through September 30, 2026. (Vertachnik/Skrbec) Carried (3–0).

B. Timesheets for Employees, September 13–26, 2026

MOTION: Accept employee timesheets for September 13 through September 26, 2026. (Pontinen/Skrbec) Carried (3–0).

C. Community Center Project Update

The project and parking lot condition were addressed in the Mayor and Council reports.

D. Northern Lights Dental Land Purchase

Council discussed pending information concerning the proposed building and property conditions.

MOTION: Table the Northern Lights Dental land purchase until the next meeting pending additional information. (Skrbec/Pontinen) Carried (3–0).

E. Campground Contract

Pontinen proposed revising the previously authorized $55,000-per-year campground host offer. Council discussed compensation, existing helper arrangements, City-provided seasonal assistance and the contract period.

Mayor Oberstar returned to the meeting at 7:40 p.m. and resumed presiding over the meeting.

MOTION: Withdraw the previously approved campground host contract offer. (Pontinen/Skrbec) Passed unanimously (4–0).

MOTION: Offer a two-year campground host contract at $42,350 in the first year and $46,585 in the second, with one City-paid summer helper for up to 40 hours per week during the camping season and two campsites. The revised agreement is to be prepared by the City Attorney. (Pontinen/Skrbec) Passed unanimously (4–0).

Council discussed a January start, ending seasonal obligations after the first weekend in October, and excluding November and December services; precise dates and terms are to be reflected in the revised contract. Staff were also asked to follow up on campground heaters.

8. NEW BUSINESS

A. Mine Tour Local Signage Approval and Placement

Council discussed placement of an interpretive mine-tour sign near the Mesabi Trail information kiosk, where trail users could see and access the sign.

MOTION: Approve mine-tour local signage for placement next to the Mesabi Trail information kiosk on City property. (Skrbec/Vertachnik) Passed unanimously (4–0).

B. Proposed Ordinance 30.09

Council discussed deferring the proposed ordinance so the incoming Council could consider the issue.

MOTION: Table proposed Ordinance 30.09 for reintroduction at the January 12, 2027 meeting. (Skrbec/Vertachnik) Passed unanimously (4–0).

C. City Engineer Contract

MOTION: Approve the City engineering contract, described as a three-year agreement ending in 2029. (Skrbec/Pontinen) Passed unanimously (4–0).

D. Floor Maintenance Expense – ServiceMaster

MOTION: Approve the ServiceMaster floor maintenance expense as estimated in the Council packet. (Skrbec/Vertachnik) Passed unanimously (4–0).

Council requested a separate estimate for ongoing floor maintenance at the Community Center.

E. Justin Remien – Testing/Training for Class B Water Operator

MOTION: Approve training and related expenses for Justin Remien to obtain his Class B water operator license. (Pontinen/Skrbec) Passed unanimously (4–0).

F. Stages of the Range Players Discount on Facility Rental

MOTION: Approve the reduced Community Center auditorium rental rate of $1,200 for the dates requested by Stages of the Range Players. (Skrbec/Vertachnik) Passed unanimously (4–0).

G. Payment Approval Report

The item was identified as a duplicate of an item addressed earlier in the meeting. No separate action was taken.

H. Land Use/Building Permit

MOTION: Approve the land use/building permit for a fence at 215 E. Michigan Avenue, per working-session agenda. (Vertachnik/Pontinen) Passed unanimously (4–0).

I. Appointment of Election Judges

The appointment and compensation were approved earlier during the Clerk-Treasurer report.

9. MISCELLANEOUS ANNOUNCEMENTS

The public accuracy test for election equipment was scheduled for Thursday, October 15, 2026, at 10:00 a.m.

10. ADJOURN

MOTION: Adjourn the meeting at 8:08 p.m. (Vertachnik/Skrbec) Passed unanimously (4–0).

Respectfully submitted,

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Nancy Sanford, Clerk-Treasurer

_____

Karl Oberstar, Jr., Mayor

Water & Light Advisory Board

Call to order 10/8/2026 6:00 PM

Present: Leo Skrbec, Bruce Mattson, Frank Malich, Nancy Sanford

General discussion held. Minutes of September meeting approved

Adjourn motion 6:56 PM approved 3-0

Next meeting November 12, 2026 6:00 PM

Gilbert Volunteer Fire Department

PO Box 878
Gilbert, MN 55741

To: Gilbert City Council

From: Gilbert Volunteer Fire Department

Subject: Request to Use Ely Wildland Fire Proceeds and a $6,000 City Contribution for PERA Retirement Funding

Purpose

The Gilbert Volunteer Fire Department respectfully requests that the City Council approve a $6,000 contribution toward the department's PERA Statewide Volunteer Firefighter Plan funding requirement. Combined with department funds, this contribution would support increasing the retirement benefit from $2,000 to $3,000 per year of credited service.

Background

Gilbert's volunteer firefighters provide essential services to the City and surrounding communities. They respond to emergencies, protect lives and property, complete required training, maintain equipment, and make significant personal commitments to ensure reliable fire protection.

Earlier this summer, the department participated in the Ely wildland fire assignment and earned approximately $17,850. Of that amount, approximately $5,450 was spent on pay for the individual firefighters who participated in the assignment, leaving approximately $12,400 available. The department proposes using these remaining proceeds toward its share of the required PERA retirement contribution.

According to the 2026 PERA Annual Funding Report cost-impact information provided to the department, increasing the retirement benefit from $2,000 to $3,000 per year of credited service would require a projected contribution of $18,044.

Need for Increased Benefits

Gilbert's current retirement benefit is less competitive than those offered by other area fire departments. Retirement benefits are an important factor in recruiting and retaining qualified firefighters.

When experienced firefighters leave, the department loses valuable training, institutional knowledge, and operational experience. Recruiting and training replacements requires time and resources and increases the workload for remaining members.

Increasing the retirement benefit would demonstrate the City's commitment to its firefighters and support the long-term stability and effectiveness of the department.

Requested City Contribution

The department requests a $6,000 City contribution, representing a match of the approximately $12,400 remaining from the Ely wildland fire assignment after firefighter pay expenses.

The proposed funding plan is:

- Approximately $12,044 from the remaining Ely wildland fire proceeds and other available department funds or eligible funding sources.
- $6,000 from the City of Gilbert.
- Total projected contribution: $18,044.

Before payment, the department and City should confirm eligible funding sources, the final contribution amount, and payment procedures with PERA.

The department anticipates that PERA will invoice the funding requirement in December 2027. The City is requested to plan for the contribution at that time, subject to confirmation of the invoice date and payment requirements.

Requested Council Action

The Gilbert Volunteer Fire Department respectfully requests that the City Council:

1. Approve a $6,000 contribution toward the department's PERA retirement funding requirement.
2. Authorize the necessary budget amendments and administrative actions to provide the contribution when due.
3. Direct the appropriate City officials to coordinate with the department and PERA to confirm eligibility, funding sources, payment requirements, and the required resolution and documentation for the proposed $3,000 benefit level.

Conclusion

Gilbert's volunteer firefighters are proud to serve the City and its residents. This contribution would recognize their service and support the recruitment, retention, and long-term sustainability of the department.

Investing in firefighter retirement benefits is an investment in the experience, readiness, and continued protection of the community.

Thank you for your consideration and continued support of the Gilbert Volunteer Fire Department.

Respectfully submitted,

Gilbert Volunteer Fire Department

PERA Benefit Comparison

Department	Current	Approved/Future
Gilbert	**$2,000**	**-**
Biwabik City	$2,100	-
Lakeland	$2,100	$4,000 (Jan. 1 2027)
Pike Sandy Britt	$2,100	-
Ely	$2,400	-
Hoyt Lakes	$2,600	$3,000 (Jan. 1 2027)
Morse- Fall Lake	$3,300	$5,500 (Jan. 1 2027)
Mountain Iron	$3,500	-
Eveleth	**$3,500**	**$4,500 (Jan. 1 2027)**
Fayal	**$4,700**	**$4,900 (Jan. 1 2027)**

Resolution

City of Gilbert

A RESOLUTION for the benefit level increase in the Statewide Volunteer Firefighter (SVF) Plan.

WHEREAS: The city previously authorized the fire department to join the Statewide Volunteer Firefighter (SVF) Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS: The city requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the SVF Plan from PERA not more than 120 days ago; and

WHEREAS: The city understands that Minnesota statutes do not have provisions for a decrease in benefit levels; and

WHEREAS: The city highly values the contributions of the city fire department members to the safety and well-being of our community and wishes to safeguard their pension investments in a prudent manner.

NOW THEREFORE, BE IT RESOLVED: by the City Council of the City of Gilbert, Minnesota;

1. The city hereby approves an increase in the benefit level for who have completed the fired department's minimum required years of service for vesting as a member of the SVF Plan administered by PERA at the $3,000 benefit level per year of service effective January 1, 2027; and
2. The city clerk/administrator and mayor are hereby authorized to execute all documents necessary to bring this resolution into effect.

I, _____, of the City of Gilbert, do hereby certify that this ia a true and correct transcript of the resolution that was adopted at a meeting held on the (day) of (month), (year); the original of which is on file in this office. I further certify (number) members voted in favor of this resolution and that (number) voted against the resolution. Total of (number) members were present and voting.

BY: ATTEST:

_____ _____ _____ _____

Governing Body Representative Date Governing Body Representative Date
Mayor City Clerk

SSM

Liability Recap						
	Taxes Debited	Federal Income Tax			.00	
		Earned Income Credit Advances			.00	
		Social Security - EE			18.91	
		Social Security - ER			18.91	
		Social Security Adj - EE			.00	
		Medicare - EE			4.41	
		Medicare - ER			4.42	
		Medicare Adj - EE			.00	
		Medicare Surtax - EE			.00	
		Medicare Surtax Adj - EE			.00	
		Federal Unemployment Tax			.00	
		FMLA-PSL Payments Credit			.00	
		FMLA-PSL ER FICA Credit			.00	
		FMLA-PSL Health Care Premium Credit			.00	
		Employee Retention Qualified Payments Credit			.00	
		Employee Retention Qualified Health Care Credit			.00	
		COBRA Premium Assistance Payments			.00	
		State Income Tax			.00	
		State Unemployment Insurance - EE			.00	
		State Unemployment Insurance - ER			.00	
		State Unemployment Insurance Adj - EE			.00	
		State Disability Insurance - EE			.00	
		State Disability Insurance - ER			.00	
		State Disability Insurance Adj - EE			.00	
		State Family Leave Insurance - EE			.44	
		State Family Leave Insurance - ER			.41	
		State Family Leave Insurance Adj - EE			.00	
		State Medical Leave Insurance - EE			.93	
		State Medical Leave Insurance - ER			.92	
		State Medical Leave Insurance Adj - EE			.00	
		State Parental Leave Insurance - EE			.00	
		State Parental Leave Insurance - ER			.00	
		State Parental Leave Insurance Adj - EE			.00	
		State LTCare - EE			.00	
		State Childcare Contribution - EE			.00	
		State Childcare Contribution - ER			.00	
		Workers' Benefit Fund Assessment - EE			.00	
		Workers' Benefit Fund Assessment - ER			.00	
		Transit Tax - EE			.00	
		Local Income Tax			.00	
		School District Tax			.00	
		Total Taxes Debited	Acct. No. XXX0412	Tran/ABA XXXXXXXXX	49.35	
	Other Transfers	ADP Direct Deposit	Acct. No. XXX0412	Tran/ABA XXXXXXXXX	243.55	
		ADP Check	Acct. No. XXX0412	Tran/ABA XXXXXXXXX	36.76	
		Total Amount Debited From Your Accounts				329.66
	Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00	
	Taxes - Your Responsibility	None This Payroll				

Total Liability
329.66
329.66
329.66

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Net Pay	Checks	.00	
	Direct Deposits	37,375.09	
	Subtotal Net Pay		37,375.09
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		37,375.09

Taxes			You are responsible for Depositing these amounts		Amount debited from your account		
Federal	**Agency**	**Rate**	**EE withheld**	**ER contrib.**	**EE withheld**	**ER contrib.**	
	Federal Income Tax				6,261.82		
	Earned Income Credit Advances						
	Social Security				2,161.12	2,161.10	
	Medicare				810.29	810.30	
	Medicare Surtax						
	Federal Unemployment Tax						
	Subtotal Federal				9,233.23	2,971.40	12,204.63
	FMLA-PSL Payments Credit						
	FMLA-PSL ER FICA Credit						
	FMLA-PSL Health Care Premium Credit						
	Employee Retention Qualified Payments Cre						
	Employee Retention Qualified Health Care						
	Cobra Premium Assistance Payments						
	Total Federal				9,233.23	2,971.40	12,204.63
State	MN State Income Tax				2,625.87		
	MN State Unemployment Insurance-ER						
	MN State Family Leave Insurance-EE				78.14		
	MN State Family Leave Insurance-ER					78.10	
	MN State Medical Leave Insurance-EE				176.48		
	MN State Medical Leave Insurance-ER					176.49	
	Subtotal MN				2,880.49	254.59	3,135.08
	Total Taxes		.00	.00	12,113.72	3,225.99	15,339.71
	Amount ADP Debited From Account XXX0412		**Tran/ABA**	**XXXXXXXXX**			15,339.71

Excludes Taxes That Are Your Responsibility

Other Transfers	ADP Direct Deposit			37,375.09	
	Wage Garnishments			457.77	
	Amount ADP Debited From Account XXX0412	**Tran/ABA**	**XXXXXXXXX**		37,832.86
Total Amount ADP Debited From Your Accounts					53,172.57

23 Employee Transactions

start date 9/27/2026
end date 10/10/2026
pay date 10/16/2026

EMPLOYEE TIMESHEET

EMPLOYEE NAME Hannah Dewhurst **PAY PERIOD** 9/27/2026 to 10/10/2026

	Date	Time In	Time Out	Time In	Time Out	Hours Worked	Reg	OT	Holiday	Vacation	Sick	Personal Day	Comp Time (earned is +, used is -)	TOTAL HOURS	Description - Note if funeral since there isn't a column for it. (add to reg hours and just don't put time in or out)
Sun	9/27/2026														
Mon	9/28/2026													0.00	out
Tues	9/29/2026	7:30 AM	8:00 AM	8:30 AM	11:00 AM	3	3.00							3.00	Did cons. For AEOA at home- out rest
Wed	9/30/2026	7:30 AM			4:00 PM	8.5	8.00	0.50						8.50	
Thurs	10/1/2026	7:15 AM	9:45 AM	1:00 PM	4:00 PM	5.25	5.00	0.25						5.25	
Fri	10/2/2026	7:30 AM			4:00 PM	8.5	8.00	0.50						8.50	
Sat	10/3/2026													0.00	
Sun	10/4/2026													0.00	
Mon	10/5/2026	7:30 AM			4:00 PM	8.5	8.00	0.50						8.50	
Tues	10/6/2026	7:30 AM			4:00 PM	8.5	8.00	0.50						8.50	
Wed	10/7/2026	7:30 AM			4:00 PM	8.5	8.00	0.50						8.50	
Thurs	10/8/2026	7:30 AM			4:00 PM	8.5	8.00	0.50						8.50	
Fri	10/9/2026	7:15 AM			4:00 PM	8.75	8.00	0.75						8.75	
Sat	10/10/2026													0.00	
Total Hours							64.00	4.00	0.00	0.00	0.00	0.00	0.00	68.00	

Regular Hrs	64.00	
OT Hours	4.00	
Holiday	0.00	
Vacation	0.00	
Sick	0.00	
Personal Day	0.00	
Comp	0.00	
Funeral leave		68.00

	Begin Bal	Earned	Used	End Bal
Vacation				
Sick				
Personal Day				
Comp Time Used				

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Employee's Signature

I certify that type of duty charged is authorized and correct.

Supervisor's Signature

S:\!!Processes and procedures (SOP's)\forms\timesheet.xls

PD

EMPLOYEE TIMESHEET

EMPLOYEE NAME Nancy Sanford PAY PERIOD 9/27/2026 to 10/10/2026

	Date	Time In	Time Out	Time In	Time Out	Hours Worked	Reg	Holiday	Sick	Vacation	Personal Leave	OT	TOTAL HOURS	Description
Sun	9/27/2026													
Mon	9/28/2026	7:30 AM			8:15 PM	12.75	12.75						12.75	
Tues	9/29/2026	7:30 AM			7:15 PM	11.75	11.75						11.75	
Wed	9/30/2026	7:30 AM			8:00 PM	12.50	12.50						12.50	
Thurs	10/1/2026	7:30 AM			7:30 PM	12.00	3.00					9.00	12.00	
Fri	10/2/2026	7:15 AM			12:00 PM	4.75						4.75	4.75	
Sat	10/3/2026												0.00	
Sun	10/4/2026												0.00	
Mon	10/5/2026	7:30 AM			6:00 PM	10.5	10.50						10.50	
Tues	10/6/2026	7:30 AM			7:30 PM	12	12.00						12.00	
Wed	10/7/2026	7:30 AM			6:00 PM	10.5	10.50						10.50	
Thurs	10/8/2026	7:30 AM			7:45 PM	12.25	7.00					5.25	12.25	
Fri	10/9/2026	7:30 AM	11:45 AM	4:15 AM	8:15 AM	8.25						8.25	8.25	
Sat	10/10/2026												0.00	
Total Hours							80.00	0.00	0.00	0.00	0.00	27.25	107.25	

Regular Hrs	80.00
OT Hours	27.25
Sick	0.00
Vacation	0.00
Holiday	0.00
Personal Holiday	
Funeral leave	107.25

S:/Payroll/TIMESHEETS

	Begin Bal	Earned	Used	End Bal
Vacation			0.00	0.00
Sick			0.00	0.00
Personal Holiday		0.00	0.00	0.00

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Employee's Signature

I certify that type of duty charged is authorized and correct.

Supervisor's Signature

GILBERT POLICE DEPARTMENT

Employee Time Sheet

Pay Period: 09/27/2026 thru 10/10/2026

EMPLOYEE: Joseph Bradach

DATE	HOUR	SHIFT	OVERTIME	REASON
9/27/2026	12	6a - 6p.		
9/28/2026	12	6a - 6p		
09/29/20206				
9/30/2026				
10/1/2026				
10/2/2026	8	7p - 3a	8	Shift Coverage
10/3/2026	18	6a - 12a	6	Shift Coverage
10/4/2026	12	6a - 6p		
10/5/2026	12	6a - 6p		
10/6/2026	12	6a - 6p		
10/7/2026				
10/8/2026	16	2p - 6a	16	Shift Coverage / Courtesy
10/9/2026	12	6p - 6a	12	Shift Coverage
10/10/2026	12	6p - 6a	12	Shift Coverage
	TOTAL 126		**TOTAL** 54	

TOTAL HOURS	REGULAR HOURS	OVERTIME HOURS	SUNDAYS WORKED	**HOLIDAY PAY**
126	72	54	24	

VACATION HOURS USED	SICK HRS USED	PERSONAL LEAVE HOURS	COMP TIME **EARNED**	COMP TIME **USED**	TRAINING HOURS
0	0	0	0	0	

Chief

I certify that type of duty charged is authorized and pay correct and that sick leave was taken for incapacitating approved illness or other authorized purpose

Employee's Signature

I certify that all duty charged to this period was worked or taken according to law

	Beginning	Earned	Used	Ending Balance
Vacation Hours				
Sick Time Hours				
Personal Leave				
Comp Time				

GILBERT POLICE DEPARTMENT

Employee Time Sheet

Pay Period: 09/27/2026 thru 10/10/2026

EMPLOYEE: Jacob Jarvela

DATE	HOUR	SHIFT	OVERTIME	REASON
9/27/2026	12	6P - 6A		
9/28/2026	12	6P - 6A		
09/29/20206	16	2P - 6A	16	Shift Cov + Background Inv
9/30/2026	12	6P - 6A	12	Shift Cov
10/1/2026	12	6P - 6A	12	Shift Cov
10/2/2026	12	6P - 6A	12	Shift Cov
10/3/2026	12	6P - 6A		
10/4/2026	12	6P - 6A		
10/5/2026	12	6P - 6A	12	Worked Gov Day
10/6/2026	12	6P - 6A	12	Worked Gov Day
10/7/2026	12	6P - 6A	12	Shift Cov
10/8/2026				
10/9/2026	13	2P - 3A	13	Shift Cov + Background Inv
10/10/2026	10	5P - 3A	10	Shift Cov
	TOTAL 159		TOTAL 111	

TOTAL HOURS	REGULAR HOURS	OVERTIME HOURS	SUNDAYS WORKED	**HOLIDAY PAY**
159	48	111	24	—

VACATION HOURS USED	SICK HRS USED	PERSONAL LEAVE HOURS	COMP TIME **EARNED**	COMP TIME **USED**	TRAINING HOURS
—	—	—	—	—	—

Chief

I certify that type of duty charged is authorized and pay correct and that sick leave was taken for incapacitating approved illness or other authorized purpose

Employee's Signature

I certify that all duty charged to this period was worked or taken according to law

	Beginning	Earned	Used	Ending Balance
Vacation Hours				
Sick Time Hours				
Personal Leave				
Comp Time				

9/27/2026-10/9/2026

EMPLOYEE: Michelle Johnson

DATE	HOUR	SHIFT		REASON
9/27/2026				
9/28/2026	9.25	8:15-5:30		
9/29/2026	9.5	7:30-5:00		
9/30/2026	10.75	7:30-6:15		
10/1/2026	3.75	6:30-10:15		
10/2/2026	6.75	9:00-12:15, 1:00-4:30		
10/3/2026				
10/4/2026				
10/5/2026	6	9:00-3:00		
10/6/2026	7	8:30-11:30, 1:00-5:00		
10/7/2026	7	8:30-3:30		
10/8/2026	8	10:00-6:00		
10/9/2026				
	TOTAL		TOTAL	
	68			

TOTAL HOURS	REGULAR HOURS			**HOLIDAY PAY**
68	68			

VACATION HOURS USED	SICK HRS USED	PERSONAL LEAVE HOURS	COMP TIME EARNED	COMP TIME USED

Chief
I certify that type of duty charged is authorized and pay correct and that sick leave was taken for

Michelle Johnson
Employee's Signature
I certify that all duty charged to this period was worked or taken according to law

	Beginning	Earned	Used	Ending Balance
Vacation Hours				
Sick Time Hours				
Personal Leave				
Comp Time				

GILBERT POLICE DEPARTMENT

Employee Time Sheet

Pay Period: 9/27/2026 - 10/10/2026

EMPLOYEE: Chelsea Trucano

DATE	HOUR	SHIFT	OVERTIME	REASON
9/27/2026				
9/28/2026				
9/29/2026	LEAVE			
9/30/2026	LEAVE			
10/1/2026	LEAVE			
10/2/2026	LEAVE			
10/3/2026				
10/4/2026				
10/5/2026				
10/6/2026				
10/7/2026	LEAVE			
10/8/2026	LEAVE			
10/9/2026	LEAVE			
10/10/2026	LEAVE			
	TOTAL		**TOTAL**	

TOTAL HOURS	REGULAR HOURS	OVERTIME HOURS	SUNDAYS WORKED	**HOLIDAY PAY**

VACATION HOURS USED	SICK HRS USED	PERSONAL LEAVE HOURS	COMP TIME **EARNED**	COMP TIME **USED**	TRAINING HOURS

Chief

I certify that type of duty charged is authorized and pay correct and that sick leave was taken for incapacitating approved illness or other authorized purpose

Employee's Signature

I certify that all duty charged to this period was worked or taken according to law

	Beginning	Earned	Used	Ending Balance
Vacation Hours				
Sick Time Hours				
Personal Leave				
Comp Time				

GILBERT POLICE DEPARTMENT

Employee Time Sheet

Pay Period: 9/27/2026 - 10/10/2026

EMPLOYEE: Megan MacLean

DATE	HOUR	SHIFT	OVERTIME	REASON
9/27/2026				
9/28/2026				
9/29/2026	MPL			
9/30/2026	MPL			
10/1/2026	MPL			
10/2/2026	MPL			
10/3/2026				
10/4/2026				
10/5/2026				
10/6/2026				
10/7/2026	MPL			
10/8/2026	MPL			
10/9/2026	MPL			
10/10/2026	MPL			
	TOTAL		**TOTAL**	

TOTAL HOURS	REGULAR HOURS	OVERTIME HOURS	SUNDAYS WORKED	HOLIDAY PAY

VACATION HOURS USED	SICK HRS USED	PERSONAL LEAVE HOURS	COMP TIME EARNED	COMP TIME USED	TRAINING HOURS

Chief

I certify that type of duty charged is authorized and pay correct and that sick leave was taken for incapacitating approved illness or other authorized purpose

Employee's Signature

I certify that all duty charged to this period was worked or taken according to law

	Beginning	Earned	Used	Ending Balance
Vacation Hours	120			120
Sick Time Hours	247.68			247.68
Personal Leave				
Comp Time				

CITY OF GILBERT
EMPLOYEE TIMESHEET

EMPLOYEE NAM Lautigar, Sam

PAY PERIOD 9/23/24 - 10/10/26

	Date	Total Hours	City Hall	Comm Center	Street	Rec	Garbage Truck	Cemetery	Recycling	Water	Electric	Camp	Call Out	Sewer	Sick	Vac or PH	Comp Time	Description
Sun	9/27																	
Mon	9/28	8	1	5	1						1							PAPER WORK city hall council meeting ABSENT @ ELECTRIC TURN ON
Tues	9/29	8	1	3	3			1										COMM STAFF LOCATES CENTER AWAY HAVE BRANCHES
Wed	9/30	8	1		2					1	3			1				LOCATES FAN ISSUE city hall MEETINGS
Thurs	10/1	8	1	2	2						0			3				POD JOBS LOCATES COMPUTER ADMIN city hall MEETINGS Sewer look at
Fri	10/2	8														8		VAC DAY
Sat	10/3																	
Sun	10/4																	
Mon	10/5	9	1	2	4					1								COMM CENTER city hall WATER ISSUE PHONE CALLS MEETING BLACK TOP
Tues	10/6	9	1		2					5								WATER VALVE FIX, WATER meter, check PHONE CALLS,
Wed	10/7	8		1	4	1				2								BLACK top ADD, meeting, city hall COMMUNITY CENTER WATER LINE
Thurs	10/8	8														8		VAC DAY
Fri	10/9	9														8		VAC DAY
Sat	10/10																	
Total Hours																		

Regular Hrs 56

OT Hours _____ # Hrs Pd _____ # Hrs Comp _____

Comp Hrs Used _____

Sick _____

Vacation 24

Holiday _____

Personal Holiday _____

		Begin Bal	Earned	Used	End Bal
Vacation	313	22	9.23	24	298.45
Sick	720		5.54	720	720
Comp Time	70.75			70.75	70.75
Personal Holiday		16		16	16

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Employee's Signature

I certify that type of duty charged is authorized and correct.

Supervisor's Signature

S:/Payroll/TIMESHEETS

Name Sam

NO. _____ Date _____

17								31															
18																							
19								30															
20								29															
21								28															
22								27															
23								26															
24								25															

Name Sam

NO. _____ Date _____

1								16															
2								15															
3								14															
4								13															
5								12															
6								11															
7								10															
8								9															

Form E3

CITY OF GILBERT
EMPLOYEE TIMESHEET

EMPLOYEE NAME GUNDERSON, JAMES

PAY PERIOD 9-27 to 10-10

	Date	Total Hours	City Hall	Comm Center	Streets	Recreation	Garbage Truck	Cemetery	Recycling	Water	Call Out	Sewer	Sick	Vac or PH	Comp Time	Description
Sun																
Mon	9-28	8											8			Sick Day
Tues	9-29	8											8			Sick Day
Wed	9-30	8			8											Haul Sand
Thurs	10-1	8			6			2								mark graves, water Shutoffs
Fri	10-2	8			5			3	BOSS PAY 8 hrs.							cut Grass, mark Graves water Shut offs, campground trimmed
Sat																
Sun																
Mon	10-5	8			8											water Shutoff Manhole
Tues	10-6	8			8											water shut offs
Wed	10-7	8			8											Hot mix shut off holes
Thurs	10-8	8			2			6	BOSS PAY 8 hrs.							TAR in Alley, CUT Grass
Fri	10-9	8			1			7	BOSS PAY 8 hrs							CUT Grass, Load Pallet wood
Sat																
Total Hours																

BOSS PAY 24 hrs.

Regular Hrs	64
OT Hours	0 # Hrs Pd ____ # Hrs Comp ____
Comp Hrs Used	0
Sick	16
Vacation	0
Holiday	0
Personal Holiday	0

	Begin Bal	Earned	Used	End Bal
Vacation	212.78	6.15	0	218.93
Sick	203.96	5.54	16	193.50
Comp Time	4		0	4
Personal Holiday	12.5		0	12.5

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Employee's Signature

I certify that type of duty charged is authorized and correct.

Supervisor's Signature

S:/Payroll/TIMESHEETS

Name Jimmey

NO. _____ Date _____

In	17																						
Out																							
In																							
Out																							
In	18																						
Out																							
In																							
Out																							
In	19																						
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In																							
Out																							
In	23																						
Out																							
In																							
Out																							
In	24																						
Out																							
In																							
Out																							

SEP 30 PM 8:30

SEP 30 AM 8:55

Sick Day 8hrs.

Sick Day 8hrs.

Name Jimmey

NO. _____ Date _____

In	1	OCT 1 AM 6:54																					
Out																							
In																							
Out		OCT 1 PM 8:30																					
In	2	OCT 2 AM 6:54																					
Out																							
In																							
Out		OCT 2 PM 8:30																					
In	3																						
Out																							
In																							
Out																							
In	4																						
Out																							
In																							
Out																							
In	5	OCT 5 PM 6:54																					
Out																							
In		OCT 5 PM 8:30																					
Out																							
In	6	OCT 6 AM 6:54																					
Out																							
In		OCT 6 PM 8:30																					
Out																							
In	7	OCT 7 AM 6:54																					
Out																							
In		OCT 7 PM 8:30																					
Out																							
In	8	OCT 8 AM 6:54																					
Out																							
In		OCT 8 PM 8:30																					
Out																							

OCT 9 PM 8:55

OCT 9 AM 6:55

Form E3

CITY OF GILBERT
EMPLOYEE TIMESHEET

EMPLOYEE NAME Jason Schweigart

PAY PERIOD 9-27-10-10

	Date	Total Hours	Reg Hrs.	City Hall	Comm Center	Streets	Recreation	Garbage Truck	Cemetery	Recycling	Water	Call Out	Garage	Sick	Vac or PH	Comp Time	Description
Sun																	
Mon	28	8	8										8				work on Dumptrucks Also work on F-250 work on Loade
Tues	29	8	8			8											Haul sand
Wed	30	8	8										8				work on Loader
Thurs	1	8	8										8				work on Loader
Fri	2	8	8										8				work on Loader
Sat																	
Sun																	
Mon	5	8	8										8				work on Dumptruck
Tues	6	8	8										8				work on Dumptruck
Wed	7	8	8										8				work on Dumptruck Wiring ; Books
Thurs	8	8	8										8				work on street sweeper
Fri	9	8	8										8				work on Squad Car
Sat																	
Total Hours		80															

Regular Hrs 80
OT Hours _____ # Hrs Pd _____ # Hrs Comp _____
Comp Hrs Used _____
Sick _____
Vacation _____
Holiday _____
Pers Holiday _____

	Begin Bal	Earned	Used	End Bal
Vacation	50.31	3.07		53.38
Sick	408.88	3.69		412.57
Comp Time	80.50			80.50
Personal Holiday	16			16

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Employee's Signature

I certify that type of duty charged is authorized and correct.

Supervisor's Signature

S:/Payroll/TIMESHEETS

Name Jason

NO. _____ Date _____

1	In / Out / In / Out	OCT 1 PM 8:54 / OCT 1 PM 8:54	16	In / Out / In / Out			
2	In / Out / In / Out	OCT 2 PM 8:54 / OCT 2 PM 8:50	15	In / Out / In / Out			
3	In / Out / In / Out		14	In / Out / In / Out			
4	In / Out / In / Out		13	In / Out / In / Out			
5	In / Out / In / Out	OCT 5 PM 8:54 / OCT 5 PM 8:30	12	In / Out / In / Out			
6	In / Out / In / Out	OCT 6 PM 8:54 / OCT 6 PM 8:30	11	In / Out / In / Out			
7	In / Out / In / Out	OCT 7 PM 8:57 / OCT 7 PM 8:30	10	In / Out / In / Out			
8	In / Out / In / Out	OCT 8 PM 8:54 / OCT 8 PM 8:30	9	In / Out / In / Out			

Name Jason

NO. _____ Date _____

17	In / Out / In / Out				31	In / Out / In / Out	
18	In / Out / In / Out						
19	In / Out / In / Out		SEP 30 PM 3:30 / SEP 30 AM 6:57		30	In / Out / In / Out	
20	In / Out / In / Out		SEP 29 PM 3:30 / SEP 29 AM 6:57		29	In / Out / In / Out	
21	In / Out / In / Out		SEP 28 PM 3:30 / SEP 28 AM 6:56		28	In / Out / In / Out	
22	In / Out / In / Out				27	In / Out / In / Out	
23	In / Out / In / Out				26	In / Out / In / Out	
24	In / Out / In / Out				25	In / Out / In / Out	

Form E3

CITY OF GILBERT
EMPLOYEE TIMESHEET

EMPLOYEE NAME Bruun, Troy

PAY PERIOD 9-27 to 10-10

	Date	City Hall	Comm Center	Streets	Recreation	Garbage	Cemetery	Recycling	Water	Call Out	Sewer	Sick	Vac or PH	Comp Time	Holiday	Total Hours	Description
Sun	9-27																
Mon	9-28		3.0	5.0												8.0	Clean up Comm Center Check Beetles, Recycling, Fireworks
Tues	9-29	2.0		6.0												8.0	Clean City Hall Brush, Push Sand Piles, Pick up Brush Pile
Wed	9-30			8.0												8.0	Clean out Shop, Shut off Hydrant & put away hoses
Thurs	10-1			8.0												8.0	Pothole, Water shutoffs
Fri	10-2			8.0												8.0	Shutoffs, mowing
Sat	10-3																
Sun	10-4																
Mon	10-5			8.0												8.0	Shutoffs, Ashphalting
Tues	10-6			8.0												8.0	Shutoff, Cutting Asphalt
Wed	10-7			8.0												8.0	Cutting, Asphalt
Thurs	10-8			8.0												8.0	Asphalt, Mowing
Fri	10-9	2.0		6.0												8.0	Clean City Hall, Mowing
Sat	10-10																
Total Hours by type		4.0	3.0	73.0												80.0	

Regular Hrs 80.0
OT hours paid 0.0 # OT hours _____ # to Comp _____
Comp Hrs Used 0.0 (OT hours, less OT hours paid = bal *1.5, which will be the # to comp)
Sick 0.0
Vacation 0.0
Holiday 0.0
Personal Holiday 0.0
Total 80.0

	Begin Bal	Earned	Used	End Bal
Vacation	4.62	1.54	0.0	6.16
Sick	11.07	3.69	0.0	14.76
Comp Time	8.25	0.0	0.0	8.25
Personal Holiday	16.00		0.0	16.00

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Employee's Signature

I certify that type of duty charged is authorized and correct.

Supervisor's Signature

Name Troy

NO. _____ Date _____

17	In		Out		In		Out				
	Out		In		Out		In				
	In		Out		In		Out				
	Out		In		Out		In				
18	In		Out		In		Out	31	In		Out
	Out		In		Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In		Out		In		Out		In
19	In		Out	SEP 28 PM 9:30	In		Out	30	In		Out
	Out		In		Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In	SEP 28 PM 6:55	Out		In		Out		In
20	In		Out		In		Out	29	In		Out
	Out		In	SEP 28 PM 9:30	Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In	SEP 28 AM 6:57	Out		In		Out		In
21	In		Out		In		Out	28	In		Out
	Out		In	SEP 28 PM 9:30	Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In	SEP 28 AM 6:56	Out		In		Out		In
22	In		Out		In		Out	27	In		Out
	Out		In		Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In		Out		In		Out		In
23	In		Out		In		Out	26	In		Out
	Out		In		Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In		Out		In		Out		In
24	In		Out		In		Out	25	In		Out
	Out		In		Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In		Out		In		Out		In

Name Troy

NO. _____ Date _____

1	In		Out	OCT 1 AM 6:54	In		Out	16	In		Out
	Out		In		Out		In		Out		In
	In		Out	OCT 1 PM 6:30	In		Out		In		Out
	Out		In		Out		In		Out		In
2	In		Out	OCT 2 AM 6:54	In		Out	15	In		Out
	Out		In		Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In	OCT 2 PM 6:30	Out		In		Out		In
3	In		Out		In		Out	14	In		Out
	Out		In		Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In		Out		In		Out		In
4	In		Out		In		Out	13	In		Out
	Out		In		Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In		Out		In		Out		In
5	In		Out	OCT 5 AM 6:54	In		Out	12	In		Out
	Out		In		Out		In		Out		In
	In		Out	OCT 5 PM 6:30	In		Out		In		Out
	Out		In		Out		In		Out		In
6	In		Out	OCT 6 AM 6:54	In		Out	11	In		Out
	Out		In		Out		In		Out		In
	In		Out	OCT 6 PM 6:30	In		Out		In		Out
	Out		In		Out		In		Out		In
7	In		Out	OCT 7 AM 6:57	In		Out	10	In		Out
	Out		In		Out		In		Out		In
	In		Out		In		Out		In		Out
	Out		In	OCT 7 PM 6:30	Out		In		Out		In
8	In		Out	OCT 8 AM 6:54	In	OCT 5 PM 3:30	Out	9	In		Out
	Out		In		Out		In		Out		In
	In		Out	OCT 8 PM 6:30	In		Out		In		Out
	Out		In		Out	OCT 9 AM 6:55	In		Out		In

Form E3

CITY OF GILBERT
EMPLOYEE TIMESHEET

EMPLOYEE NAME Halik, Bruce

PAY PERIOD 9-27-26 to 10-10-26

Date	City Hall	Comm Center	Streets	Recreation	Garbage	Cemetery	Recycling	Water	Call Out	Sewer	Sick	Vac or PH	Comp Time	Holiday	Total Hours	Description
Sun 9-27																
Mon 9-28											8					SICK Time 8 HRS
Tues 9-29			8													HAUL SAND
Wed 9-30			8													HAUL SAND
Thurs 10-1			8													fill SINK HOLE misc odd JOB MAIN SHUT OFF VALVES
Fri 10-2			8													misc odd JOB's. MAIN SHUT OFF VALVES MOW
Sat 10-3																
Sun 10-4																
Mon 10-5			8													VALVE TOPS misc odd JOBS BLACK TOP.
Tues 10-6												8				VAC Time 8 HRS
Wed 10-7			8													CURB WORK, MAN HOLE BLACK TOP.
Thurs 10-8			8													MOW GRASS
Fri 10-9			8													misc odd JOB. MOW GRASS
Sat 10-10																
Total Hours by type																

Regular Hrs 80
OT hours paid 0 # OT hours 0 # to Comp 0
Comp Hrs Used 0 (OT hours, less OT hours paid = bal *1.5, which will be the # to comp)
Sick 8
Vacation 8
Holiday 0
Personal Holiday 0
Total 64

	Begin Bal	Earned	Used	End Bal
Vacation	109.49	6.15	8	107.64
Sick	50.09	5.54	8	47.63
Comp Time	18.31	0	0	18.31
Personal Holiday	0	0	0	0

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Bruce Halik
Employee's Signature

I certify that type of duty charged is authorized and correct.

Supervisor's Signature

Name Bruce

NO. _____ Date _____

In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out
17						31									
18															
19						30	SEP 30 PM 3:30								
20						29	SEP 30 AM 6:57								
21						28	SEP 29 PM 3:30								
22						27	SEP 29 AM 6:58								
23						26									
24						25									

Name Bruce

NO. _____ Date _____

In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out
17						31									
18															
19						30	SEP 30 PM 3:30								
20						29	SEP 30 AM 6:57								
21						28	SEP 29 PM 3:30								
22						27	SEP 29 AM 6:58								
23						26									
24						25									

CITY OF (ERT
EMPLOYEE TIMESHEET

EMPLOYEE NAME Remlen, Justin

PAY PERIOD 9/27 – 10/10/26

	Date	Total Hours	OT	Reg	Lead	Recreation	Garbage Truck	Cemetary	Recycling	Water	Call Out	Sewer	Sick	Vac or PH	Comp Time	Description
Sun	9/27/26															
Mon	9/28	8		8								8				WWTP
Tues	9/29	8		7						7			1			WTP
Wed	9/30	8		8						1		8				WWTP/WTP
Thurs	10/1	8		8								8				WWTP
Fri	10/2	8		8												WTP
Sat	10/3	2.5	2.5													Wind Reads
Sun	10/4	4.5	4.5													Wind Reads 1/2 Leak
Mon	10/5	8		8								8				WWTP
Tues	10/6	8		8						8						WTP
Wed	10/7	8											8			Sick
Thurs	10/8	8		8								8				WWTP
Fri	10/9	8			7					7					1	WTP
Sat	10/10															
Total Hours		87	7	63	7					17		39	9		1	

Lead 7
Regular Hrs 63
OT Hours 7 # Hrs Pd Ø # Hrs Comp 10.5
Comp Hrs Used 1
Sick 9
Vacation
Holiday
Personal Holiday
On Call 7 days

	Begin Bal	Earned	Used	End Bal
Vacation	84.81	3.08	—	87.89
Sick	195.33	5.54	9	191.87
Comp Time	73.84	10.5	1.0	83.34
Personal Holiday	—	—	—	—

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Employee's Signature

I certify that type of duty charged is authorized and correct.

Supervisor's Signature

S:/Payroll/TIMESHEETS

Name Justin

NO. _____ Date _____

1	In / Out / In / Out	OCT 1 AM 6:59 OCT 1 PM 3:30		16	In / Out / In / Out		
2	In / Out / In / Out	OCT 2 AM 6:59 OCT 2 PM 3:30		15	In / Out / In / Out		
3	In / Out / In / Out	OCT 3 AM 8:19 OCT 3 PM 6:28		14	In / Out / In / Out		
4	In / Out / In / Out	OCT 4 AM 6:39 OCT 4 AM 8:31 OCT 4 PM 2:00 OCT 4 PM 2:08		13	In / Out / In / Out		
5	In / Out / In / Out	OCT 5 AM 6:58 OCT 5 PM 3:30		12	In / Out / In / Out		
6	In / Out / In / Out	OCT 6 AM 6:58 OCT 6 PM 3:30		11	In / Out / In / Out		
7	In / Out / In / Out			10	In / Out / In / Out		
8	In / Out / In / Out	OCT 8 AM 6:55 OCT 8 PM 3:35		9	In / Out / In / Out	OCT 9 PM 2:30 OCT 9 AM 6:53	

Form E3

Name Justin

NO. _____ Date _____

17	In / Out / In / Out			32	In / Out / In / Out		
18	In / Out / In / Out			31	In / Out / In / Out		
19	In / Out / In / Out		SEP 30 PM 3:30 SEP 30 AM 6:53	30	In / Out / In / Out		
20	In / Out / In / Out		SEP 29 PM 2:30 SEP 29 AM 6:53	29	In / Out / In / Out		
21	In / Out / In / Out		SEP 28 PM 4:30 SEP 28 AM 7:53	28	In / Out / In / Out		
22	In / Out / In / Out			27	In / Out / In / Out		
23	In / Out / In / Out			26	In / Out / In / Out		
24	In / Out / In / Out			25	In / Out / In / Out		

David Huppler

CITY OF GILBERT
EMPLOYEE TIMESHEET

EMPLOYEE NAME: CURRENT TWO WEEK PAY PERIOD

PAY PERIOD: 9/27 / 10/10

DATE		TOTAL Hrs	REG Hrs	OVER TIME	CALL OUT	LEAD Hrs	DAYS ON CALL (X)	TRAINING	SICK Hrs	VACATION HRS	PERSONAL HOLIDAY	COMP	COMMENTS/ DESCRIPTION
SUN	9/27	3		3			X						wrk Expd Rounds + on call
MON	9/28	8	8				X						WTP + on call
TUE	9/29	8	8				X						WTP + on call
WED	9/30	8	8										WTP
THUR	10/1	8	8										WTP
FRI	10/2	8										8	8 hrs comp
SAT	10/3												
SUN	10/4												
MON	10/5	8	8										WTP
TUE	10/6	8	8										WTP
WED	10/7	8	8				X						WTP + on call
THUR	10/8	8	5				X		3				WTP + 3 hrs sick + on call
FRI	10/9	8	7.5				X					.5	WTP 1.5 hr comp + on call
SAT	10/10	3		3			X						+ on call
Total Hours			65.5	6			7		3			8.5	

Regular Hrs	65
Over Time	6
Comp Used	8.5
Sick	3
Vacation	
Personal Holiday	
Holiday	
Days On Call	7
Lead Hrs	

# Hrs Paid		# Hrs Comp	9

	Begin Bal	Earned	Used	End Bal
Vacation	42.13	1.54		43.67
Sick	148.42	3.69	3	149.11
Comp Time	73	9	8.5	73.5
Personal Holiday	0			0

I certify that all duty charged to this pay period was worked or taken and approved according to law

Employee's Signature

I certify that type of duty charged is authorized and correct

Supervisor's Signature

THE CURRENT PRACTICE WITH THIS PAY PERIOD WOULD BE TO HAND IN TIME CARDS ON MONDAY THE 16TH.

Name David

NO. _____ Date _____

In	Out	In	Out													In	Out
1				OCT 1 AM 6:58											16	Out	In
				OCT 1 PM 3:30													Out
2															15	Out	In
																	Out
3															14	Out	In
																	Out
4															13	Out	In
																	Out
5				OCT 5 AM 6:58											12	Out	In
				OCT 5 PM 3:30													Out
6				OCT 6 AM 6:58											11	Out	In
				OCT 6 PM 3:30													Out
7				OCT 7 AM 6:58											10	Out	In
				OCT 7 PM 3:30													Out
					OCT 10 AM 11:02												
					OCT 10 AM 7:53												
8				OCT 8 AM 6:58	OCT 9 PM 3:30										9	Out	In
				OCT 8 PM 12:00													Out
					OCT 9 PM 1:00												
					OCT 9 PM 12:00												
					OCT 9 AM 6:55											In	Out

Form E3

Name David

NO. _____ Date _____

In	Out															In	Out
17															31	Out	In
																	Out
18															30	Out	In
																	Out
19															29	Out	In
																	Out
20															28	Out	In
																	Out
21															27	Out	In
																	Out
22															26	Out	In
																	Out
23															25	Out	In
																	Out
24																Out	In
																	Out

SEP 30 PM 3:30
SEP 30 AM 6:54
SEP 29 PM 3:30
SEP 29 AM 6:53
SEP 28 PM 4:30
SEP 28 AM 7:53
SEP 27 AM 10:21
SEP 27 AM 7:24

CITY OF GILBERT
EMPLOYEE TIMESHEET

EMPLOYEE NAME Salo, Trudy

PAY PERIOD 9/27/26 - 10/10/26

	Date	Total Hours	City Hall	Comm Center	Streets	Recreat				Water	Call Out	Sewer	Sick	Vac or PH	Comp Time	Description
Sun	9/27	/														
Mon	9/28	8								6.5					1.5	timecard off
Tues	9/29	8										6.5	1.5			
Wed	9/30	8								8						staff mtg
Thurs	10/1	8										7.5			.5	MSA webinar
Fri	10/2	8								6.5					1.5	
Sat	10/3	/														
Sun	10/4	/														
Mon	10/5	8								8						Well mtg
Tues	10/6	8										8				Grit chamber
Wed	10/7	8								6		2				
Thurs	10/8	8										8				Fleet Services WFDS Hawkins WTP
Fri	10/9	8												8		
Sat	10/10	/														
Total Hours		80								35		32	1.5	8	3.5	

Regular Hrs 67

OT Hours _____ # Hrs Pd _____ # Hrs Comp _____

Comp Hrs Used 3.5

Sick 1.5

Vacation 8

Holiday

Personal Holiday

No Call

S:/Payroll/TIMESHEETS

	Begin Bal	Earned	Used	End Bal
Vacation	195.31	6.15	8	193.46
Sick	507.93	5.54	0	513.47
Comp Time	83.75	0	3.5	80.25
Personal Holiday	16	0	0	16

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Employee's Signature

I certify that type of duty charged is authorized and correct.

Supervisor's Signature

Name TRUDY SALO

NO. _____ Date _____

17				31	
18					
19			SEP 30 PM 3:30	30	
			SEP 30 AM 6:53		
20			SEP 29 PM 2:00	29	
			SEP 29 AM 6:53		
21			SEP 28 PM 3:00	28	
			SEP 28 AM 7:53		
22				27	
23				26	
24				25	

Name TRUDY SALO

NO. _____ Date _____

1	OCT 1 AM 6:55			16	
	OCT 1 PM 3:04				
2	OCT 2 AM 6:58			15	
	OCT 2 PM 2:00				
3				14	
4				13	
5	OCT 5 AM 6:58			12	
	OCT 5 PM 3:32				
6	OCT 6 AM 6:49			11	
	OCT 6 PM 3:30				
7	OCT 7 AM 6:58			10	
	OCT 7 PM 3:30				
8	OCT 8 AM 6:55			9	
	OCT 8 PM 3:35				

Form E3

Gilbert Public Library

Employee's name LAURA BARTOLETTI

Pay Period 09-27-2025 10-10-2025

PAY PERIODS 2026		Week One							Week Two								Total Hours
		Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Paydate	
7/5/26	7/18/26			3 1/4 HRS			1 1/4 HRS						3 1/2 HRS	1 1/2 HRS		7/24/26	10
7/19/26	8/1/26			2 1/2 HRS			2 1/2 HRS					2 HRS		3 HRS		8/7/26	10
8/2/26	8/15/26				3 HRS	2 HRS					2 HRS		3 HRS			8/21/26	10
8/16/26	8/29/26			3 HRS		3 HRS					2 HRS		3 HRS			9/4/26	10
8/30/26	9/12/26				2 1/2 HRS		2 1/2 HRS					2 1/4 HRS		2 3/4 HRS		9/18/26	10
9/13/26	9/26/26				3 HRS		2 HRS					2 HRS		3 HRS		10/2/26	10
9/27/26	10/10/26			2 HRS			3 HRS					5 HRS				10/16/26	10
10/11/26	10/24/26															10/30/26	
10/25/26	11/7/26															11/13/26	
11/8/26	11/21/26															11/27/26	
11/22/26	12/5/26															12/11/26	
12/6/26	12/19/26															12/25/26	
12/20/26	1/2/27															1/6/26	

	Hours
Regular	10 HRS
Holiday	
Vacation	
PTO/Sick	

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Laura Bartoletti
Employee's Signature 10-07-26

I certify that type of duty charged is authorized ar and correct and that sick leave was taken for incapacitating illness or other authorized purpose

M. Susan Dobbas
Supervisor's Signature

Note: Keep an unsigned master copy of all hours worked in the library. *Sign the photocopied* timesheet to hand into City Hall

Gilbert Public Library

Employee's name Gina Chapman

Pay Period 9/27/26 - 10/10/26

PAY PERIODS 2026		Week One							Week Two								Total Hours
		Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Paydate	
7/5/26	7/18/26		6	5	6	6	6.25			6	6	5	6	5.75		7/24/26	58
7/19/26	8/1/26		7	6.5	1PTO	6.5	6.5			6	6	7.5	4.75	6.25		8/7/26	58
8/2/26	8/15/26		6	6.25	5	6	6			6.25	6	6.5	6	4PTO		8/21/26	58
8/16/26	8/29/26		6	6	5	6	6			6	6	5.5	5.5	6		9/4/26	58
8/30/26	9/12/26		6.5	6.5	7	4.5	6.5			0	6.75	7.25	6.5	6.5		9/18/26	58
9/13/26	9/26/26		6	6	5.5	5.75	5.5			6	6.5	4.75	6	6		10/2/26	58
9/27/26	10/10/26		6	6	5.5	6	5.25			6	6	5.25	8+	6+		10/16/26	60
10/11/26	10/24/26															10/30/26	
10/25/26	11/7/26															11/13/26	
11/8/26	11/21/26															11/27/26	
11/22/26	12/5/26															12/11/26	
12/6/26	12/19/26															12/25/26	
12/20/26	1/2/27															1/6/26	

	Hours
Regular	46
Holiday	
Vacation	
PTO/Sick	
Training	14

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Gina Chapman
Employee's Signature

I certify that type of duty charged is authorized ar and correct and that sick leave was taken for incapacitating illness or other authorized purpose

M. Susan Dabbas
Supervisor's Signature

Note: Keep an unsigned master copy of all hours worked in the library. *Sign the photocopied* timesheet to hand into City Hall

Gilbert Public Library

Employee's name Holly Kutsi

Pay Period 9/27/26-10/10/26

PAY PERIODS 2026		Week One							Week Two								Total Hours
		Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Paydate	
7/5/26	7/18/26		4	4	4	4	4			4	4	4	4	4		7/24/26	40
7/19/26	8/1/26		4	4	4	4	4			4	4	4	4	4		8/7/26	40
8/2/26	8/15/26		4	4	4	4	4			4	4	4	4	4		8/21/26	40
8/16/26	8/29/26		4	4	4	4	4			4	4	4	4	4		9/4/26	40
8/30/26	9/12/26		4	4	4	4	4			0	5	5	5	5		9/18/26	40
9/13/26	9/26/26		4	4	4	4	4			4	4	6T	4	4		10/2/26	42
9/27/26	10/10/26		4	4	4	2	6			4	4	4	8T	6T		10/16/26	46
10/11/26	10/24/26															10/30/26	
10/25/26	11/7/26															11/13/26	
11/8/26	11/21/26															11/27/26	
11/22/26	12/5/26															12/11/26	
12/6/26	12/19/26															12/25/26	
12/20/26	1/2/27															1/6/26	

	Hours
Regular	30
Holiday	
Vacation	
PTO/Sick	
Training	14

I certify that all duty charged to this pay period was worked or taken and approved according to law.

Employee's Signature

I certify that type of duty charged is authorized ar and correct and that sick leave was taken for incapacitating illness or other authorized purpose

M. Susan Dobbas

Supervisor's Signature

Note: Keep an unsigned master copy of all hours worked in the library. *Sign the photocopied* timesheet to hand into City Hall

Gilbert Public Library

Employee's name M. Susan Dabbas

Pay Period 9/27 to 10/10/24

PAY PERIODS 2026		Week One							Week Two								Total Hours
		Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Paydate	
7/5/26	7/18/26		8	8	8	8	8			8	8	8	8	8		7/24/26	80
7/19/26	8/1/26		8	8	8	8	8			8	8	8	8	8		8/7/26	80
8/2/26	8/15/26		8	8	8	8	8			8	8	8	8	8		8/21/26	80
8/16/26	8/29/26		8	8	8	8	8			8	8	8	8	8		9/4/26	80
8/30/26	9/12/26		8	8	8	8	8			8	8	8	8	8		9/18/26	80
9/13/26	9/26/26		8	8	8	8	8			8	8	8	8	8		10/2/26	80
9/27/26	10/10/26		8	8	8	8	8			8	8	8	8	8		10/16/26	80
10/11/26	10/24/26															10/30/26	
10/25/26	11/7/26															11/13/26	
11/8/26	11/21/26															11/27/26	
11/22/26	12/5/26															12/11/26	
12/6/26	12/19/26															12/25/26	
12/20/26	1/2/27															1/6/26	

	Hours
Regular	80
Holiday	
Vacation	
PTO/Sick	

I certify that all duty charged to this pay period was worked or taken and approved according to law.

M. Susan Dabbas
Employee's Signature

I certify that type of duty charged is authorized ar and correct and that sick leave was taken for incapacitating illness or other authorized purpose

M. Susan Dabbas
Supervisor's Signature

Note: Keep an unsigned master copy of all hours worked in the library. *Sign the photocopied* timesheet to hand into City Hall

WORK ORDER DETAIL REPORT

City of Gilbert

Work Order Number	Work Date	Work Description	Work Address/Location	Assigned To	Status	Date Completed	Employee Hours
	9/21/26	city hall, STUFF, meetings, VALVE top Repair		SAM			8
		VALVE top REPAIR	TROY	Jimmer	BRUCE		8
		LONGER work police vehicle	MAINTANCE REPAIR	JASON			8
	9/22/26	SAFETY meeting, VALVE top FIX,	TROY	JIMMER	BRUCE		8
		SAFETY JOB SQUAD CAR FIX					8
		city hall, VIRGINIA RUN, MEETINGS city hall ODD jobs		SAM			8
	9/23	Pump out MANholes VALVE WORK		TROY			8
	9/23	Pump out Manholes VALVE WORK		JIMMER			5.5
		BACK ENTERPRISE TRAIL work, MAIN POWER ROAD TAG DRIVE AROUND					
		VALVE WORK COMMUNITY CENTER		SAM			8
	9/24	BLACK top PATCH clean tools comm center clean		TROY			8
		Black top PATCH clean tools comm center clean		BRUCE			8
		BLACK top PATCH, MEET CONTRACTOR, COMM CENTER CLEAN		SAM			8
		DUMP TRUCK TAILGATE ISSUES		JASON			8
	9/25	" clean city hall put STUFF AWAY	TROY	BRUCE			8

46.2
7 gal
x 7
50

66 12 M 84 94 168 184 12 196

WORK ORDER DETAIL REPORT

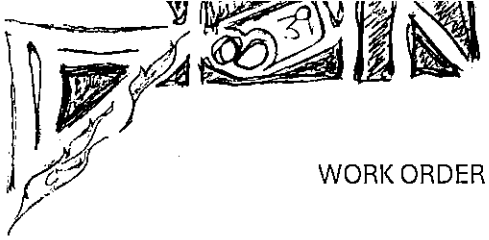
City of Gilbert

Work Order Number	Work Date	Work Description	Work Address/Location	Assigned To	Status	Date Completed	Employee Hours
9	28	~~clean~~ clean city hall Bathrooms,	LOAD BRANCHES, LOADER WORK	TROY			8
		HAULED SAND	WINTER SAND	BRUCE			8
		HAULED SAND WINTER	SAND	JASON			8
		CITY HALL, LOADERS, REC CENTER, FILE HALL, PAVER Repair, HAUL BRUSH, COMMENTS		SAM			8
		PHONE CALLS EMAILS —					
	9/29	VALVE TOP WO	JIM BRUCE TROY				
		HAUL SAND		JASON			8
		~~TRANSFER~~ HAUL SAND		JIMMER	BRUCE		8
	9/30	VALVE TOP WORK clean Shop Pick up		TROY			8
		LOADER WORK		JASON			8
		LOADER WORK			JASON		
	10/1	SINK HOLE FIX FIX MAIN SHUTOFF VALVES			BRUCE		
		FIX SINK HOLE DIG WATER SHUT OFFS			TROY		
		MARK GAS, WATER SHUTOFF WORK CAMPGROUND FIRE WOOD			JIMER		
	10/2	MOW CEMETERY ODD JOBS			JIM		
		MOW CITY LOTS			BRUCE		
		CLEAN CITY HALL SHUTOFF VALVE FIX			TROY		
		LOADER WORK			JASON		

WORK ORDER DETAIL REPORT

City of Gilbert

Work Order Number	Work Date	Work Description	Work Address/Location	Assigned To	Status	Date Completed	Employee Hours
	10/5	VALVE TOP WORK, BLACK TOP VALVE PATCHES BRUCE TRY DUMP TRUCK BRAKE WORK			JIMMER JASON		8
		COUNTIES BLACK TOP CITY HALL MEETING FAN ISSUES					
	10/6	VALVE TOP WORK, STOP SIGN FIX,		JIMMER TROY	BRUCE JASON		8
		BRAKE WORK DUMP TRUCK			JASON		8
		ADD JOBS COUNTIES, WATER METER CHECK, SEWER CLEAN			/		
		VALVE WORK MEET COMM CENTER CITY HALL			JIM		8
		WORK ON DUMP TRUCK WIRING					8
	10/7	BLACK TOP VALVES CLEAN OUT NEXT TO CURB BLACK TOP		JIM TROY BRUCE			8
		BRAKE WORK LIGHTS BLINKERS WIRING DUMP TRUCK					8
		CITY HALL MEETING, BLACK TOP VALVES, SEWER MANHOLE LOOK FOR,					
		COMM CENTER, VIRGINIA RUN					8
	10/8	BLACK TOP CURB CLEAN CITY HALL MOW		JIMMER			8
		MOW. BLACK TOP CURB		BRUCE			8
		" MOW BLACK TOP CURB		TROY			8
		STREET SWEEPER WORK DROP		JASON			8
	10/9	MOW GRASS ADD JOBS		BRUCE			
		CITY HALL CLEAN MOW		TROY			
		CUT GRASS BLOCK LOAD TRIM WOOD		JIMMER			
		SQUAD CAR WORK		JASON			



WORK ORDER DETAIL REPORT

City of Gilbert

9	24	Backhoe work Squad	work/go get	JASON			8
		Mow cemetary Dig	grave	Jimmer			8
		Mow Parks overseas		Bruce			8
		Comm center mowing, city hall	help Dig grave	TROY			8
		city hall, door fix, meet with	Mtn power guy, campground	SAM			8
		sewer plant odd job					
9	25	Mow Fire Truck work		JASON			8
		mow		Bruce			8
		mow, cemetary grave		Jim			8
		meter Read, meetings,	Power Pole Look at	SAM			8
9	26	Loader Bucket work	mow	JASON			8
		cemetary work		Jimmer			8
		haul salt sand out		TROY			8
		meter Reading		SAM			8
9	17	TRIM Brush/TREES	Jimmer Bruce Troy				8
SF		Loader Bucket work	JASON				
9	18	city hall work, Fire wood Bucket Truck, Street Alley Trimmi		TROY	Bruce		8
		F250 work, F150, Loader work		JASON			8

9/8		Sewer plant Generator Issue		JASON			8
		Door Rock house, haul Black top chunks,		Bruce			8
		Door Rock house Fix Road Sweep, west fence		Jim			8
		Commcenter shelf, Paperwork emails phone calls,					
		sewer plant generator, clean sand main Street		SAM			8
9/9		work on dump Plow		JASON			8
		Drain Issue Fire hall mow		Bruce			8
		Drain Issue at Fire hall mow					
		Drain Issue at Fire hall 800 job meter Read, Phone calls					
		city hall comm center, Emails		SAM			8
9/10		work on dump truck Plow sand can		JASON			8
		Fire hall Roof Drain work mow		Bruce			8
		Fire hall Roof Drain work cemetary		Jim			8
		Fire hall Roof Drain work, Budget Items, city hall electrical					
		commcenter check,		SAM			7
9/11		621 Loader Bucket work Tire Repair		JASON			8
		Mow Load wood		Bruce			8
		cemetary mow Dig For Funeral		Jim			6.5
		city hall garbage, Electrical meeting Projects sch					
		sewer plant order parts		SAM			8

Report Criteria:
Detail report.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Account Number	Amount Paid	Date Paid	Voided	Separate Check
A1 SERVICES INC										
6	A1 SERVICES INC	09/30/2026	60865	Vactor Truck Pumping - Sewer	866.25	602-49480-300	.00			1
6	A1 SERVICES INC	10/07/2026	TSP42085	Portable Restroom Rental - Camp	567.30	224-45183-410	.00			1
6	A1 SERVICES INC	10/07/2026	TSP42089	Portable Restroom Rental - Ceme	186.86	101-49000-410	.00			1
6	A1 SERVICES INC	10/12/2026	TSP42155	Portable Restroom Rental - Park	218.00	101-45122-410	.00			1
6	A1 SERVICES INC	10/12/2026	TSP42156	Portable Restroom Rental - Park	218.00	101-45122-410	.00			1
6	A1 SERVICES INC	10/12/2026	TSP42157	Portable Restroom Rental - Beach	218.00	101-45122-410	.00			1
	Total A1 SERVICES INC:				2,274.41		.00			
Abdo LLP										
823	Abdo LLP	09/30/2026	530470	Payroll - Professional Services - G	2,100.00	101-41400-300	.00			1
	Total Abdo LLP:				2,100.00		.00			
AFLAC										
16	AFLAC	10/12/2026	444049	Supplemental Insurance - Public	138.66	101-21700	.00			1
16	AFLAC	10/12/2026	444049	Supplemental Insurance - Police	583.06	101-21700	.00			1
16	AFLAC	10/12/2026	444049	Supplemental Insurance - Sewer	53.18	602-21700	.00			1
	Total AFLAC:				774.90		.00			
AFSCME Council 65										
17	AFSCME Council 65	08/29/2026	08.29.2026	Union Dues - Electric	31.68	604-21700	.00			1
17	AFSCME Council 65	08/29/2026	08.29.2026	Union Dues - General	31.68	101-21700	.00			1
17	AFSCME Council 65	08/29/2026	08.29.2026	Union Dues - Public Works	126.70	101-21700	.00			1
17	AFSCME Council 65	08/29/2026	08.29.2026	Union Dues - Sewer	63.38	602-21700	.00			1
17	AFSCME Council 65	08/29/2026	08.29.2026	Union Dues - Water	31.68	601-21700	.00			1
17	AFSCME Council 65	09/13/2026	09.13.2026	Union Dues - Sewer	63.38	602-21700	.00			1
17	AFSCME Council 65	09/13/2026	09.13.2026	Union Dues - General	31.68	101-21700	.00			1
17	AFSCME Council 65	09/13/2026	09.13.2026	Union Dues - Electric	31.68	604-21700	.00			1
17	AFSCME Council 65	09/13/2026	09.13.2026	Union Dues - Water	31.68	601-21700	.00			1
17	AFSCME Council 65	09/13/2026	09.13.2026	Union Dues - Public Works	126.70	101-21700	.00			1
17	AFSCME Council 65	09/27/2026	09.27.2026	Union Dues - Public Works	126.70	101-21700	.00			1
17	AFSCME Council 65	09/27/2026	09.27.2026	Union Dues - Water	31.68	601-21700	.00			1
17	AFSCME Council 65	09/27/2026	09.27.2026	Union Dues - Sewer	63.38	602-21700	.00			1

Vendor	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Account Number	Amount Paid	Date Paid	Voided	Separate Check
17	AFSCME Council 65	09/27/2026	09.27.2026	Union Dues - General	31.68	101-21700	.00			1
17	AFSCME Council 65	09/27/2026	09.27.2026	Union Dues - Electric	31.68	604-21700	.00			1
17	AFSCME Council 65	10/11/2026	10.11.2026	Union Dues - Water	31.68	601-21700	.00			1
17	AFSCME Council 65	10/11/2026	10.11.2026	Union Dues - Public Works	126.70	101-21700	.00			1
17	AFSCME Council 65	10/11/2026	10.11.2026	Union Dues - Sewer	63.38	602-21700	.00			1
17	AFSCME Council 65	10/11/2026	10.11.2026	Union Dues - Electric	31.68	604-21700	.00			1
	Total AFSCME Council 65:				1,108.80		.00			
Ascendance Truck Central LLC										
425	Ascendance Truck Central LLC	10/07/2026	XA178012196:01	Equipment Parts - Fire	1,989.74	101-42260-400	.00			1
425	Ascendance Truck Central LLC	10/07/2026	XA178012592:01	Equipment Parts - Public Works	22.74	101-43000-220	.00			1
425	Ascendance Truck Central LLC	10/12/2026	XA178012620:01	Equipment Parts - Public Works	596.02	101-43000-221	.00			1
	Total Ascendance Truck Central LLC:				2,608.50		.00			
Blackstone Publishing										
843	Blackstone Publishing	10/06/2026	2247573	Books & Supplies - Library	131.65	211-45500-210	.00			1
	Total Blackstone Publishing:				131.65		.00			
BLUE CROSS & BLUE SHIELD OF MN										
78	BLUE CROSS & BLUE SHIELD O	10/01/2026	1001692921000 KUITUNE	1001692921000 - Kuitunen K - Oc	1,087.80	101-49200-130	.00			6
78	BLUE CROSS & BLUE SHIELD O	10/01/2026	1002143701000 MACKLE	1002143701000 - Mackley G - Oc	1,087.80	101-49200-130	.00			7
78	BLUE CROSS & BLUE SHIELD O	10/01/2026	1003833474000 OLSEN M	1003833474000 - Olsen M - Oct-	1,063.50	101-49200-130	.00			8
78	BLUE CROSS & BLUE SHIELD O	10/01/2026	1005586255000 KLANDE	1005586255000 - Klander K - Oct	1,087.80	101-49200-130	.00			5
78	BLUE CROSS & BLUE SHIELD O	10/01/2026	1005631505000 SKELTON	1005631505000 - Skelton M - Oct	1,087.80	101-49200-130	.00			10
78	BLUE CROSS & BLUE SHIELD O	10/01/2026	1005637323000 HOMOLA	1005637323000 - Homola R - Oct	1,063.50	101-49200-130	.00			3
78	BLUE CROSS & BLUE SHIELD O	10/01/2026	1005637762000 SKELTON	1005637762000 - Skelton K - Oct-	1,087.80	101-49200-130	.00			9
78	BLUE CROSS & BLUE SHIELD O	10/01/2026	1005654999000 BRADAC	1005654999000 - Bradach T - Oct	1,087.80	101-49200-130	.00			2
78	BLUE CROSS & BLUE SHIELD O	10/01/2026	1005655273000 HOMOLA	1005655273000 - Homola P - Oct-	1,063.50	101-49200-130	.00			1
78	BLUE CROSS & BLUE SHIELD O	10/01/2026	1006422061000 KLANDE	1006422061000 - Klander D - Oct	1,087.80	101-49200-130	.00			4
	Total BLUE CROSS & BLUE SHIELD OF MN:				10,805.10		.00			
Bothwell, Maegen										
918	Bothwell, Maegen	10/15/2026	2026-1	Professional Services - General	5,355.00	101-41400-300	.00			1
	Total Bothwell, Maegen:				5,355.00		.00			

Vendor	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Account Number	Amount Paid	Date Paid	Voided	Separate Check
Christianson, Gabrielle & Jordan										
915	Christianson, Gabrielle & Jordan	10/07/2026	10.07.2026	Utility Refund	71.26	604-37435	.00			1
	Total Christianson, Gabrielle & Jordan:				71.26		.00			
CINTAS										
124	CINTAS	10/12/2026	4285261123	Overalls - Mechanics - Public Wor	20.16	101-43000-300	.00			1
124	CINTAS	10/19/2026	4286023367	City Hall Rugs - General	91.43	101-41930-300	.00			1
124	CINTAS	10/19/2026	4286023389	Overalls - Mechanics - Public Wor	20.16	101-43000-300	.00			1
	Total CINTAS:				131.75		.00			
CIRCLE K WEX BANK										
125	CIRCLE K WEX BANK	10/07/2026	115761039	Fuel - Water	281.43	601-49430-212	.00			1
125	CIRCLE K WEX BANK	10/07/2026	115761039	Fuel - Sewer	500.86	602-49480-212	.00			1
125	CIRCLE K WEX BANK	10/07/2026	115761039	Fuel - Campground	295.89	224-45183-212	.00			1
125	CIRCLE K WEX BANK	10/07/2026	115761039	Fuel - Police	1,811.37	101-42110-212	.00			1
125	CIRCLE K WEX BANK	10/07/2026	115761039	Fuel - Public Works	625.93	101-43000-212	.00			1
	Total CIRCLE K WEX BANK:				3,515.48		.00			
CIT Computer Integration Technologies										
126	CIT Computer Integration Technol	10/14/2026	523269	IT Managed Services - General	424.74	101-41930-300	.00			1
126	CIT Computer Integration Technol	10/15/2026	523671	IT Managed Services - General	1,236.00	101-41930-300	.00			1
126	CIT Computer Integration Technol	10/19/2026	524161	IT Support - General	983.32	101-41930-300	.00			1
	Total CIT Computer Integration Technologies:				2,644.06		.00			
Coast to Coast Calibrations, Inc.										
878	Coast to Coast Calibrations, Inc.	09/15/2026	IVC0121495	Supplies - Police	99.17	101-42110-210	.00			1
	Total Coast to Coast Calibrations, Inc.:				99.17		.00			
COMPASS MINNERALS AMERICA										
145	COMPASS MINNERALS AMERIC	10/06/2026	1717028	Street Maintenance Materials - Ro	2,473.73	101-43000-224	.00			1
	Total COMPASS MINNERALS AMERICA:				2,473.73		.00			
CTC										
153	CTC	10/12/2026	21934866	Telephone - City Hall	548.70	101-41930-321	.00			1

Vendor	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Account Number	Amount Paid	Date Paid	Voided	Separate Check
153	CTC	10/12/2026	21934866	IT - City Hall	550.00	101-41400-316	.00			1
153	CTC	10/12/2026	21934866	Telephone - Police	117.85	101-42110-321	.00			1
153	CTC	10/12/2026	21934866	Telephone - Fire	36.16	101-42260-321	.00			1
	Total CTC:				1,252.71		.00			
EAST MESABI SANITATION										
189	EAST MESABI SANITATION	09/30/2026	11618	Refuse Collection - Sanitation	11,822.45	603-43200-386	.00			1
189	EAST MESABI SANITATION	09/30/2026	11619	Tipping Fees - Sanitation	1,110.29	603-43200-384	.00			1
	Total EAST MESABI SANITATION:				12,932.74		.00			
EXCEL BUSINESS SYSTEMS										
219	EXCEL BUSINESS SYSTEMS	10/12/2026	83838	Copier Lease - Library	156.75	211-45500-210	.00			1
219	EXCEL BUSINESS SYSTEMS	10/12/2026	83841	Copier Lease - City Hall	340.15	101-41400-200	.00			1
	Total EXCEL BUSINESS SYSTEMS:				496.90		.00			
FASTENAL										
225	FASTENAL	09/30/2026	MNHIB134768	Equipment Parts - Public Works	448.44	101-43000-221	.00			1
	Total FASTENAL:				448.44		.00			
GUNDERSON, JAMES										
274	GUNDERSON, JAMES	10/05/2026	10.05.2026	Clothing Allowance - Public Works	390.86	101-43000-418	.00			1
	Total GUNDERSON, JAMES:				390.86		.00			
HANSON, TANNER										
280	HANSON, TANNER	09/22/2026	09.22.2026	Reimbursement - Training - Fire	325.00	101-42260-331	.00			1
280	HANSON, TANNER	09/22/2026	09.22.2026	Reimbursement - Travel - Fire	250.00	101-42260-331	.00			1
	Total HANSON, TANNER:				575.00		.00			
HAWKINS INC										
283	HAWKINS INC	08/21/2026	7543944	Chemicals - WTP	2,649.42	601-49430-216	.00			1
283	HAWKINS INC	10/06/2026	7591268	Chemicals - WTP	2,702.22	601-49430-216	.00			1
283	HAWKINS INC	10/08/2026	7592854	Chemicals - WTP	3,854.50	601-49430-216	.00			1
283	HAWKINS INC	10/15/2026	7597964	Chemicals - WTP	10.00	601-49430-216	.00			1
283	HAWKINS INC	10/13/2026	7602096	Chemicals - WTP	348.30	601-49430-216	.00			1

Vendor	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Account Number	Amount Paid	Date Paid	Voided	Separate Check
	Total HAWKINS INC:				9,564.44		.00			
HOMETOWN FOCUS										
297	HOMETOWN FOCUS	10/09/2026	100981	Notice of Election Equipment Testi	30.00	101-41410-350	.00			1
	Total HOMETOWN FOCUS:				30.00		.00			
INTER CITY OIL CO										
309	INTER CITY OIL CO	10/14/2026	066030	Fuel - WWTP	4,367.21	602-49480-212	.00			1
309	INTER CITY OIL CO	10/15/2026	30299	Fuel - Public Works	1,020.78	101-43000-212	.00			1
309	INTER CITY OIL CO	10/06/2026	30729	Fuel - WWTP	207.27	602-49480-212	.00			1
	Total INTER CITY OIL CO:				5,595.26		.00			
JK MECHANICAL CONTRACTORS INC.										
330	JK MECHANICAL CONTRACTO	10/02/2026	8050	Restroom & Heat Upgrades - Ca	10,134.00	224-45183-500	.00			1
	Total JK MECHANICAL CONTRACTORS INC.:				10,134.00		.00			
Johnson, Michelle										
424	Johnson, Michelle	10/14/2026	10.14.2026	Travel - Police	278.16	101-42110-331	.00			1
	Total Johnson, Michelle:				278.16		.00			
L & M SUPPLY										
360	L & M SUPPLY	10/06/2026	0310101986	Supplies - WWTP	9.61	602-49480-217	.00			1
	Total L & M SUPPLY:				9.61		.00			
LAKE COUNTRY POWER										
362	LAKE COUNTRY POWER	10/15/2026	2854900 OCTOBER 2026	Street Lighting - Public Works	36.75	101-43000-387	.00			1
	Total LAKE COUNTRY POWER:				36.75		.00			
LINDE GAS & EQUIPMENT INC.										
385	LINDE GAS & EQUIPMENT INC.	09/30/2026	59440245	Cylinder Rental - Public Works	144.64	101-43000-210	.00			1
	Total LINDE GAS & EQUIPMENT INC.:				144.64		.00			

Vendor	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Account Number	Amount Paid	Date Paid	Voided	Separate Check
MedicareBlue RX										
410	MedicareBlue RX	10/01/2026	803786494 OLSEN M	803786494 - Olsen M - Oct-Dec 2	303.00	101-49200-130	.00			3
410	MedicareBlue RX	10/01/2026	803844521 HOMOLA R	803844521 - Homola R - Oct-Dec	303.00	101-49200-130	.00			2
410	MedicareBlue RX	10/01/2026	803844522 HOMOLA P	803844522 - Homola P - Oct-Dec	303.00	101-49200-130	.00			1
	Total MedicareBlue RX:				909.00		.00			
MENARDS										
412	MENARDS	09/30/2026	92770	Supplies - City Hall	122.49	101-41930-210	.00			1
412	MENARDS	10/19/2026	93929	Repair/Maintenance Supply - Publ	91.66	101-43000-220	.00			1
	Total MENARDS:				214.15		.00			
MINNESOTA FIREWOOD										
447	MINNESOTA FIREWOOD	09/02/2026	22127	Firewood - Campground	8,737.00	224-45183-257	.00			1
	Total MINNESOTA FIREWOOD:				8,737.00		.00			
MINNESOTA POWER										
453	MINNESOTA POWER	10/02/2026	109441048448	City Lighting - Public Works	64,086.28	101-43000-387	.00			1
	Total MINNESOTA POWER:				64,086.28		.00			
QUAD CITIES ATV CLUB										
567	QUAD CITIES ATV CLUB	10/12/2026	10.12.2026	Gilbert Trail Reimbursement	5,975.00	101-45000-410	.00			1
567	QUAD CITIES ATV CLUB	10/12/2026	10.12.2026	Gilbert Trail Reimbursement	3,982.50	101-45000-410	.00			1
	Total QUAD CITIES ATV CLUB:				9,957.50		.00			
RANGE AUTO PARTS CO										
575	RANGE AUTO PARTS CO	10/01/2026	18785	Equipment Parts - Public Works	350.10	101-43000-221	.00			1
575	RANGE AUTO PARTS CO	10/06/2026	18789	Equipment Parts - Police	185.08	101-42110-221	.00			1
575	RANGE AUTO PARTS CO	10/08/2026	18803	Equipment Parts - Public Works	108.75	101-43000-221	.00			1
	Total RANGE AUTO PARTS CO:				643.93		.00			
RMB ENVIRONMENTAL LABORATORIES										
602	RMB ENVIRONMENTAL LABORA	10/15/2026	H025042	Influent/Effluent Testing - WWTP	248.71	602-49480-438	.00			1
602	RMB ENVIRONMENTAL LABORA	10/19/2026	H025132	Influent/Effluent Testing - WWTP	248.71	602-49480-438	.00			1

Vendor	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Account Number	Amount Paid	Date Paid	Voided	Separate Check
	Total RMB ENVIRONMENTAL LABORATORIES:				497.42		.00			
SALO, TRUDY										
617	SALO, TRUDY	10/07/2026	10.07.2026	Expense Reimburse - Training & T	282.30	602-49480-331	.00			1
	Total SALO, TRUDY:				282.30		.00			
SEH Inc.										
623	SEH Inc.	09/11/2026	515552	GILBM Ore Be Gone Access Roa	6,007.57	101-49200-303	.00			1
623	SEH Inc.	10/13/2026	517061	GILBM I/I Reduction Ph2 - Engine	2,352.27	101-49200-303	.00			1
623	SEH Inc.	10/13/2026	517067	GILBM 2026 City Engineer - Engi	4,331.28	101-49200-303	.00			1
623	SEH Inc.	10/13/2026	517078	GILBM Enterprise Trail CS - Engin	2,998.33	101-49200-303	.00			1
623	SEH Inc.	10/13/2026	517083	GILBM Sherwood Infr Planning -	3,300.00	602-49480-303	.00			1
623	SEH Inc.	10/13/2026	517097	GILBM Ore Be Gone Access Roa	1,689.07	101-49200-303	.00			1
623	SEH Inc.	10/14/2026	517412	GILBM Community Center - Engin	916.57	101-49200-303	.00			1
	Total SEH Inc.:				21,595.09		.00			
SEPPI BROTHERS										
627	SEPPI BROTHERS	10/09/2026	J00224	Street Maintenance Material - Pub	3,336.74	101-43000-224	.00			1
	Total SEPPI BROTHERS:				3,336.74		.00			
SHRED-it USA										
637	SHRED-it USA	10/09/2026	8015710260	Shred Services - City Hall	.60	101-41400-300	.00			1
	Total SHRED-it USA:				.60		.00			
Stryker Sales LLC										
916	Stryker Sales LLC	09/21/2026	9213698927	Supplies - First Responders	1,200.00	101-42000-432	.00			1
	Total Stryker Sales LLC:				1,200.00		.00			
Taarud-Martinez, Dawn										
833	Taarud-Martinez, Dawn	10/31/2026	OCTOBER 2026	Management Services - Campgro	4,800.00	224-45183-300	.00			1
	Total Taarud-Martinez, Dawn:				4,800.00		.00			

Vendor	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Account Number	Amount Paid	Date Paid	Voided	Separate Check
TDS METROCOM - MN										
685	TDS METROCOM - MN	10/13/2026	800-403-1803 10.13.2026	Telephone - 800 Number - Campg	3.87	224-45183-321	.00			1
	Total TDS METROCOM - MN:				3.87		.00			
TECHBYTES										
686	TECHBYTES	10/15/2026	10432	City Website Management - Gene	18.75	101-41400-300	.00			1
	Total TECHBYTES:				18.75		.00			
The Ore House										
917	The Ore House	10/15/2026	2025 REFUND	2025 Off Sale Liquor License Refu	100.00	101-32000	.00			1
	Total The Ore House:				100.00		.00			
THE SHERWIN-WILLIAMS CO.										
634	THE SHERWIN-WILLIAMS CO.	09/23/2026	6085-0	Paint - WTP	380.00	601-49430-217	.00			1
	Total THE SHERWIN-WILLIAMS CO.:				380.00		.00			
TITAN MACHINERY - ROGERS										
698	TITAN MACHINERY - ROGERS	10/15/2026	PS1397747-1	Equipment Parts - Public Works	408.20	101-43000-221	.00			1
698	TITAN MACHINERY - ROGERS	10/15/2026	PS1398010-1	Equipment Parts - Public Works	2,480.88	101-43000-221	.00			1
	Total TITAN MACHINERY - ROGERS:				2,889.08		.00			
TRENTI LAW FIRM										
706	TRENTI LAW FIRM	10/05/2026	145021	Legal Fees - General - City Attorn	2,559.25	101-41610-304	.00			1
706	TRENTI LAW FIRM	10/05/2026	145022	Legal Fees - Criminal - Police	2,443.75	101-42110-304	.00			1
	Total TRENTI LAW FIRM:				5,003.00		.00			
US Bank Equipment Finance										
722	US Bank Equipment Finance	08/16/2026	588877043	Copier Lease - City Hall	142.80	101-41400-413	.00			1
722	US Bank Equipment Finance	09/15/2026	591085204	Copier Lease - City Hall	157.08	101-41400-413	.00			1
	Total US Bank Equipment Finance:				299.88		.00			
USA BLUE BOOK	**CUST#40578**									
723	USA BLUE BOOK CUS	10/19/2026	INV01193081	Supplies - WWTP	123.80	602-49480-220	.00			1

Vendor	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Account Number	Amount Paid	Date Paid	Voided	Separate Check
	Total USA BLUE BOOK	CUST#40578:			123.80		.00			
VERIZON WIRELESS										
731	VERIZON WIRELESS	09/28/2026	6154562705	Telephone - WTP	23.47	602-49480-321	.00			1
731	VERIZON WIRELESS	10/02/2026	6154911979	Telephone - WTP	25.32	602-49480-321	.00			2
	Total VERIZON WIRELESS:				48.79		.00			
	Grand Totals:				201,110.50		.00			

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

Report Criteria:
Detail report.
Paid and unpaid invoices included.

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 22, 2026
Subject: Sherwood Forest Campground – Independent Contractor Agreement (Resolution 2026-29)

Background

At its October 13, 2026, regular meeting, the City Council approved a motion withdrawing its previous approval of the campground management contract and directing the City Attorney to prepare a revised agreement addressing compensation, campground responsibilities, and City staffing assistance.

The City Attorney has prepared a revised Independent Contractor Agreement with Dawn Taarud-Martinez and Chon Martinez for management of Sherwood Forest Campground, covering the period of November 1, 2026, through October 10, 2028.

The proposed agreement establishes the contractors' responsibilities for campground operations, reservations, maintenance, customer service, and financial reporting. It also addresses:

- **Compensation:** Monthly payments as outlined in Exhibit A, with different compensation amounts during the camping season and off-season.
- **Campground Accommodations:** Use of campsite A1 for the contractors and campsite B2 for a campground host assisting with operations.
- **City Staffing Assistance:** City-provided staff assistance for groundskeeping and maintenance, up to a maximum of 40 hours per week during the camping season.
- **Contract Administration:** Responsibilities for equipment, supplies, maintenance, off-season operations, and termination procedures.

The agreement provides for termination by either party upon 30 days' written notice, with additional provisions for termination by the City for cause.

Financial Considerations

Financial Considerations

Compensation is established by month in Exhibit A of the proposed agreement. Total scheduled compensation, assuming services are provided for all listed months, is **$89,628** over the contract term.

The agreement also includes City-provided equipment, utilities, supplies, and staffing assistance, which represent additional operational expenses.

Recommended Action

Approve Resolution 2026-29 at the regular October 27, 2026 Council meeting, authorizing the Independent Contractor Agreement with Dawn Taarud-Martinez and Chon Martinez for management of Sherwood Forest Campground for the 2026–2028 contract term, in accordance with the compensation and responsibilities established in the agreement; and authorize the Mayor and Clerk-Treasurer to execute the agreement and any necessary related documents.

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

Attachments:

- Resolution 2026-29
- Independent Contractor Agreement for Campground Manager Position 2026–2028, including Exhibit A – Compensation

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-29

RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT FOR SHERWOOD FOREST CAMPGROUND MANAGEMENT SERVICES FOR 2026–2028

WHEREAS, the City of Gilbert operates Sherwood Forest Campground and requires management services to support campground operations, maintenance, reservations, and customer service; and

WHEREAS, at its October 13, 2026, regular meeting, the City Council withdrew its previous approval of the campground management contract and directed the City Attorney to prepare a revised agreement addressing compensation, campground responsibilities, and City staffing assistance; and

WHEREAS, the City Attorney has prepared a revised Independent Contractor Agreement with Dawn Taarud-Martinez and Chon Martinez for the period beginning November 1, 2026, and ending October, 2028; and

WHEREAS, the proposed agreement establishes the scope of services, compensation as detailed in Exhibit A, campground accommodations, City-provided staffing assistance, and other responsibilities of the parties; and

WHEREAS, the City Council desires to approve the revised agreement and authorize its execution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilbert, Minnesota, hereby:

1. Approves the Independent Contractor Agreement with Dawn Taarud-Martinez and Chon Martinez for management of Sherwood Forest Campground for the contract term beginning November 1, 2026, and ending October, 2028, subject to the terms and conditions established therein.
2. Approves compensation in accordance with Exhibit A of the agreement, subject to the provisions governing services performed and compensation during the camping season and off-season.
3. Authorizes the Mayor and Clerk-Treasurer to execute the Independent Contractor Agreement and any necessary related documents on behalf of the City.
4. Directs the Clerk-Treasurer and appropriate City staff to coordinate implementation of the agreement, including compensation, campground accommodations, staffing assistance, and other contractual responsibilities.

BE IT FURTHER RESOLVED, that any material amendments to the agreement shall require additional City Council authorization.

Council member _____moved the adoption of the foregoing resolution, and said motion was duly seconded by Council member_____, and upon vote being taken thereon, the following voted in favor thereof:
Abstention:
and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Gilber, Minnesota this 27th day of October 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

CITY OF GILBERT

INDEPENDENT CONTRACTOR AGREEMENT FOR CAMPGROUND MANAGER POSITION 2026–2028

This Independent Contractor Agreement made and entered into this 1st day of November 2026, by and between the City of Gilbert, St. Louis County, Minnesota, a municipal corporation, and Dawn Taarud-Martinez and Chon Martinez whose primary residence is located at _____.

THE PARTIES DO CONTRACT AND AGREE AS FOLLOWS:

1. Subject to successful completion of a background check, Dawn Taarud-Martinez and Chon Martinez (hereinafter collectively referred to as "Independent Contractor") agree to provide professional campground management services for the Sherwood Forest Campground for the contract term beginning November 1, 2026, and ending October 10, 2028, provided however, that this contract may be terminated by either party upon thirty (30) days written notice.[1] The contract will be renewable if both parties agree. The camping season will begin on or about May 1st of each year when the municipal water is operable and conclude on or about October 15th when the municipal water is winterized.

2. COMPENSATION: The monthly compensation amount to be paid to Contractor for the services provided pursuant to this contract shall be as detailed in Exhibit A. Either the Contractor or the City may elect to release the Contractor from performing the prescribed responsibilities when the Campground is closed or for the months of November through March. If so elected, monthly compensation detailed on Exhibit A will not be paid during those months. No compensation may be earned on a commission basis as part of this agreement and no request for the same should be made. In addition, Contractor will not solicit or accept personal tips for services performed hereunder.

3. This contract is intended to constitute an independent contractor agreement by and between the parties and it is intended that Contractor will not be considered an employee(s) of the City of Gilbert for any purpose and that Contractor will perform contracted functions in such a manner as to remain an independent contractor as defined by Minnesota law. Under this contract, Contractor is an independent contractor(s) and nothing contained in this contract shall create or be construed as creating the relationship of employer/employee, joint venture, partner or any such other legal relationship between the City of Gilbert and Contractor. Contractor shall, always, be free to exercise their own initiative, judgment and discretion as to how to best perform the work and provide the services required under this contract. Contractor acknowledges and agrees that they are not entitled to receive any of the benefits received by employees of the City of Gilbert and are not eligible for worker's compensation or unemployment compensation benefits through the City of Gilbert. Contractor also acknowledges and agrees that no withholding or deductions for state or federal income taxes, FICA, FUTA or otherwise will be made from the payments due to the Contractor under this contract, and that it is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws with respect to any payments made to Contractor hereunder.

4. Contractor will perform the following general responsibilities (the "Duties"):

Campground Office:

Keep office clean, welcoming and friendly.

Keep public restroom in the office clean and stocked.

Keep shower buildings and toilets clean and stocked.

Order ice and wood as needed.

[1] This contract can be terminated by the City without notice in the event a good cause for termination exists. Good cause shall include any default in the terms of this agreement or any action on the part of the Contractor that violates the reasonable expectations of the City or would tend to damage the reputation of the City.

Answer phone, reply to voice mail and email.

Check in guests and make sure each guest is registered and has received a copy of campground rules.

Handle cash register, cash, checks, credit card machine accurately.

Enforce campground rules.

When Campground is open, Contractor shall live on site and be available 24 hours a day, 7 days a week for emergencies or disturbances.

Print rules and registration cards.

Take complaints and deal with them immediately.

Handle campers that are unruly with possible ejection from the facility.

Report vandalism or problems to City of Gilbert Police and City Clerk.

Enforce campground rules and comply with Minnesota State Law regarding campgrounds

Respond to campers' questions about the City, including sites of interest, current attractions, and restaurants; provide other information as requested.

Provide information at campground including location of restrooms, showers, storm shelter, telephone, newspaper, fish cleaning house and dump station.

Campground area and sites:

Mow and trim when needed.

Empty fire pits.

Fix picnic tables if needed.

Notify City staff and/or the Street Department of damage to water lines/electrical. Place garbage containers and put out more if needed.

Maintain pavilion, keep clean and make reservations for its use.

Bathhouse:

Daily sanitize showers and toilets, clean countertops and mirrors.

Keep trash containers emptied.

Replace cloth towels, paper towels, toilet paper as needed.

Maintain supplies of cloth towels, paper towels, toilet paper and cleaning supplies. Keep shower drains clean, scrub mildew off walls as needed.

Keep maintenance room clean and organized.

Financial Statements and Management:

Complete and submit daily cash and credit card reports to the Clerk's office weekly.

Attend monthly meetings with the City Clerk to review budget items.

Attend monthly meetings with the Campground Committee.

Attend a minimum of one City Council meeting monthly during the camping season.

Off-season responsibilities:

Manage online reservation site.

Answer campground phone and handle voice mail messages.

Answer campground email messages.

Make reservations and accept credit card payments over the phone.

Coordinate with Public Works Operations Director pre-season set-up and opening date.

Order necessary supplies for campground opening.

5. City will provide and Contractor will use City equipment to perform the Duties. This equipment shall include, but not limited to, one tractor mower and one zero turn riding mower, one power gas trimmer and a chain saw, or other equipment as City deems appropriate. The City will provide all fuel and lubricants for this equipment. The City is responsible for routine servicing, repairs and replacement of equipment due to ageing and normal wear.

6. The City will make a golf cart or UTV available to Contractor for use in the performance of the Duties. The City will provide all fuel and lubricants for the golf cart and be responsible for the routine servicing, repairs and replacement of the golf cart due to aging and normal wear.

7. The City agrees to furnish the Independent Contractor with campsite A1 and provide electricity, water and sewer connections on site for an RV or Camper owned by the Contractor. The Independent Contractor will live on site during the camping season. Contractor shall be responsible for all care, maintenance and upkeep related to the RV unit they bring on site.

8. The City further agrees to furnish one (1) additional campsite (#B2) with electricity, water and sewer connections to Contractor for a subcontractor of the Contractor's choosing, "Host", to assist Contractor. The Host will assist the Contractor as directed by the Contractor. Contractor will direct Host to perform all Duties when the Independent Contractors are off duty and/or off site for up to four days each month when Campground is open. Contractor will not take time off during holidays or major events happening at the campground. Any monetary compensation paid to Host will be the responsibility of the Contractor. Any Host engaged by Contractor shall be disclosed to City prior to their performance of any Duties and Contractor shall be responsible for all actions of the Host so engaged.

9. When the Campground is open, the City will provide staff to assist Contractor with performing groundskeeping and maintenance duties as directed by the Contractor, to include, but not be limited to, mowing, trimming, and facility maintenance. Staff will be available to Contractor for up to a maximum of forty (40) hours per week.

10. The City shall make repairs to the buildings, equipment, and furnishings in the Campground, including all pre-season set-up and post-season closing duties at the Campground, as the City sees fit. The City also agrees to provide help with major groundskeeping such as tree trimming, brushing etc. as needed.

11. The City shall provide all necessary office supplies, paper products, cleaning supplies, etc. for the bathrooms and office buildings.

12. The City shall provide Contractors with a cell phone and computer for use in performing the Duties and managing the campground reservations.

13. In the event the Contractor hires, retains, or assigns any employees or personnel to perform any of the duties and responsibilities required under this contract, Contractor represents and agrees that Contractor will provide and carry all required insurances for any of the Contractor's employees, including worker's compensation insurance and unemployment compensation insurance, at Contractor's sole expense. Contractor shall provide proof of coverage to City. Each such policy of insurance shall contain a clause providing that such policy shall not be cancelled by the issuing insurance company without at least ten (10) days written notice to the City of Gilbert of intent to cancel.

14. The Contractor shall not enter into any subcontract for the performance of the services contemplated under this contract nor assign any interest in the contract without prior written consent of the City.

15. Any changes, modifications, extensions of or additions to this contract must be in writing and signed by both parties.

16. This contract shall be governed by and construed and interpreted in accordance with the laws of the State of Minnesota.

17. Waiver of any default or breach of this contract shall not be deemed to be a waiver of any subsequent default or breach. Waiver of any default or breach of any provision of this contract shall not be construed to be a

modification of the terms of this contract, unless it is stated to be as such in a written document approved and signed by both parties to this contract.

18. The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid or unenforceable, such rendering shall not affect the validity and/or enforceability of the remainder of this contract.

The City Council of the City of Gilbert approved this Independent Contractor Agreement during the City Council meeting held on _____.

CITY OF GILBERT:

By: _____ Date: _____

Title: _____

CONTRACTOR:

By: _____ Date: _____

Dawn Taarud-Martinez

By: _____ Date: _____

Chon Martinez

Exhibit A: Compensation

For Services Performed During:	Amount to be Paid:
2026 November	$1,500.00
2026 December	$1,500.00
2027 January	$1,500.00
2027 February	$1,500.00
2027 March	$1,500.00
2027 April	$5,025.00
2027 May	$5,025.00
2027 June	$5,025.00
2027 July	$5,025.00
2027 August	$5,025.00
2027 September	$5,025.00
2027 October	$5,030.00
2027 November	$1,500.00
2027 December	$1,500.00
2028 January	$1,500.00
2028 February	$1,500.00
2028 March	$1,500.00
2028 April	$5,635.00
2028 May	$5,635.00
2028 June	$5,635.00
2028 July	$5,635.00
2028 August	$5,635.00
2028 September	$5,635.00
2028 October	$5,638.00

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 22, 2026
Subject: Fire Department – Appointment of Brandon Olson (Resolution 2026-26)

Background

At the October 13, 2026, City Council meeting, Fire Chief Anthony Nemanick requested approval to hire Brandon Olson as a member of the Gilbert Fire Department.

Chief Nemanick indicated that Olson is a qualified applicant and that his appointment would bring the department's membership to 19 firefighters. The department has existing turnout gear available for temporary use, with the purchase of new gear anticipated in the next budget.

Council directed that the proposed appointment be placed on the October 27, 2026, agenda for formal consideration and approval.

Recommended Action

Approve Resolution 2026-26 at the October 27, 2026, regular City Council meeting, authorizing the appointment of Brandon Olson to the Gilbert Fire Department and directing Fire Chief Anthony Nemanick to coordinate with the City Clerk-Treasurer to complete all necessary hiring and onboarding requirements.

Attachments:

- Resolution 2026-26

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-26

RESOLUTION AUTHORIZING THE APPOINTMENT OF BRANDON OLSON TO THE GILBERT FIRE DEPARTMENT

WHEREAS, the City of Gilbert maintains a municipal Fire Department to provide fire protection and emergency response services to the community; and

WHEREAS, Fire Chief Anthony Nemanick has recommended the appointment of Brandon Olson as a member of the Gilbert Fire Department, having determined that he is a qualified applicant; and

WHEREAS, the appointment would bring the Fire Department's membership to 19 firefighters; and

WHEREAS, the City Council considered the Fire Chief's request at its October 13, 2026, meeting and directed that the proposed appointment be brought forward for formal approval.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilbert, Minnesota, hereby:

1. Approves the appointment of Brandon Olson as a member of the Gilbert Fire Department, subject to completion of applicable hiring and onboarding requirements.
2. Authorizes Fire Chief Anthony Nemanick to coordinate with the City Clerk-Treasurer to complete the necessary employment paperwork, personnel documentation, and other required administrative procedures.
3. Directs City staff to ensure the appointment is completed in accordance with applicable City policies and Fire Department requirements.

Council member _____moved the adoption of the foregoing resolution, and said motion was duly seconded by Council member_____, and upon vote being taken thereon, the following voted in favor thereof:
Abstention:
and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Gilber, Minnesota this 27th day of October 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 22, 2026
Subject: Deputy Clerk Position – Authorization to Advertise (Resolution 2026-30)

Background

As part of the City's ongoing administrative staffing transition, the City is preparing to recruit for the Deputy Clerk position.

A draft Deputy Clerk job description is provided for Council review and consideration. Prior to advertising, Council is asked to review and approve any desired amendments to the job description and establish the salary range for the position.

The Clerk-Treasurer will coordinate the recruitment process with assistance from North Shore Development Co. (NSDC) under its existing administrative support agreement with the City. Assistance may include finalizing the job posting, advertising the position, coordinating application intake, scheduling interviews, and preparing sample interview questions.

Recommended Action

Approve Resolution 2026-30 at the October 27, 2026, regular City Council meeting, approving the Deputy Clerk job description with any amendments directed by Council, establishing the following salary range, and authorizing the Clerk-Treasurer to advertise the position with administrative assistance from NSDC under its existing contract.

Approved salary range: $_____ to $_____ per _____
Final hiring recommendations would be brought before Council for consideration and approval.

Attachments:

- Resolution 2026-30
- Draft Deputy Clerk Job Description – forthcoming from City Clerk-Treasurer

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-30

RESOLUTION APPROVING THE DEPUTY CLERK JOB DESCRIPTION AND AUTHORIZING ADVERTISEMENT OF THE POSITION

WHEREAS, the City of Gilbert is undertaking administrative staffing efforts to support the continuity and effective operation of municipal services; and

WHEREAS, the City Council desires to recruit a Deputy Clerk to assist with the City's administrative and clerical functions; and

WHEREAS, a draft Deputy Clerk job description has been prepared for City Council review and consideration; and

WHEREAS, the City Council desires to establish the salary range for the position and authorize the Clerk-Treasurer to proceed with recruitment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilbert, Minnesota, hereby:

1. Approves the Deputy Clerk job description, as presented and amended by the City Council, for use in recruiting and filling the position.
2. Establishes a salary range of $_____ to $_____ per _____ for the Deputy Clerk position.
3. Authorizes the Clerk-Treasurer to finalize and advertise the position in accordance with the approved job description and salary range.
4. Authorizes the Clerk-Treasurer to coordinate with North Shore Development Co. under the City's existing administrative support agreement to assist with preparing and publishing the job posting, receiving applications, coordinating interviews, and developing sample interview questions and related recruitment materials.
5. Directs that final hiring recommendations be presented to the City Council for consideration and approval prior to appointment.

Council member _____moved the adoption of the foregoing resolution, and said motion was duly seconded by Council member_____, and upon vote being taken thereon, the following voted in favor thereof:
Abstention:
and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Gilber, Minnesota this 27th day of October 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 22, 2026
Subject: Community Center Project Update

Background

The Community Center project remains under discussion as the City works through outstanding construction items and project expenses. The following items are presented for Council review and discussion:

1. Electrical Equipment Protection Follow-Up

City Engineer Matt Reid (SEH) provided a written response dated October 20, 2026, regarding concerns raised at the previous Council meeting about the protection of electrical equipment in the alley adjacent to the Community Center.

Reid indicated that protective bollards around the transformer are not recommended due to underground utilities and existing site conditions. A steel guard to protect the more exposed electrical equipment is included on the contractor's punch list. He also recommended avoiding snow storage in the area between the buildings.

The engineer's correspondence is attached for Council reference.

2. Construction Punch List Update

Council and City staff will provide a verbal update and discuss the status of outstanding punch list items and any remaining project work.

3. Minnesota Power Expenses

Council and City staff will discuss Minnesota Power expenses associated with the Community Center project, including any outstanding costs or items requiring further review.

4. Change Order #01 – $53,979 Addition (Previously Approved)

Change Order #01 provides for additional construction work totaling $53,979, previously reviewed and approved by the City Council at its May 26, 2026, meeting.

SEH has provided the formal change order documentation for execution by the City. No additional expenditure authorization is requested beyond the amount previously approved.

5. Change Order #02 – $43,909 Credit

SEH has submitted Change Order #02 reflecting additional electrical work associated with existing conditions and electrical inspector requirements, along with reconciliation of the project's abatement and Minnesota Power allowances.

The proposed change order results in a **net credit of $43,909**, reducing the construction contract amount from $962,736 to **$918,827**.

6. Payment Application #09 – $48,905.05
BP Builders LLC submitted Payment Application #09 for the period ending September 30, 2026, in the amount of **$48,905.05**.

SEH has reviewed and certified the payment application, indicating that the requested payment is consistent with work completed to date.

The application reflects construction progress under the previously approved contract amount, including Change Order #01. The financial adjustments associated with Change Order #02 will be reflected in subsequent contract accounting.

Discussion/Recommended Direction
Council is asked to review the project updates and provide direction regarding any outstanding construction items, Minnesota Power expenses, or additional follow-up needs.

At the October 27, 2026, regular City Council meeting, Council is asked to:

1. Authorize the Mayor and Clerk-Treasurer to execute Change Order #01, reflecting the previously approved $53,979 addition.
2. Approve Change Order #02, resulting in a net contract credit of $43,909, and authorize the Mayor and Clerk-Treasurer to execute the change order.
3. Approve Payment Application #09 to BP Builders LLC in the amount of $48,905.05, as reviewed and certified by SEH.

Attachments:

- SEH – Community Center Electrical Equipment Protection Follow-Up, October 20, 2026
- Change Order #01 – $53,979 Addition
- Change Order #02 – $43,909 Credit
- BP Builders LLC – Payment Application #09, September 30, 2026

Theresa Bajda <theresa@northshoredevelopmentco.com>

For inclusion on the 10/27/26 Working Agenda

1 message

Nancy Sanford <NancySanford@gilbertmn.org> Tue, Oct 20, 2026 at 7:49 PM
To: theresa <theresa@northshoredevelopmentco.com>

Include a copy of this email and list the Item as followup to Comm Center Project under Public Works.

Thanks!

From: Matt Reid <mreid@sehinc.com>
Sent: Tuesday, October 20, 2026 4:59 PM
To: Nancy Sanford <NancySanford@gilbertmn.org>; Sam Lautigar <samlautigar@gilbertmn.org>
Cc: Daren Johnson <djohnson@sehinc.com>
Subject: Community Center Electrical Equipment Protection Follow-Up

> This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi all,

I wanted to follow up on the concern raised at last week's Council meeting regarding the vulnerability of the electrical equipment outside the Community Center in the alley.

I reviewed the installation with our team. The transformer was repositioned slightly during construction to accommodate the equipment and required clearances, but it remains tucked between the buildings and set back a good distance from their faces. Based on its location, a vehicle would have to travel well outside the normal path to strike the transformer.

Installing bollards around the transformer is not recommended because there are buried electrical cables and likely other utilities in the area that make excavation difficult. The equipment that is more exposed, including the main service disconnect and CT cabinet mounted on the building, will be protected by a steel guard that is already on the contractor's punch list.

We would also recommend that the City avoid pushing or storing snow in the area between the buildings to reduce the potential for damage to the electrical equipment.

Based on this review, I believe the concern raised at the meeting is being appropriately addressed. Please let me know if you have any questions or would like us to discuss it further.

Matthew J. Reid, PE (MN)
Principal, Sr. Project Manager
Short Elliott Hendrickson Inc. (SEH®)
218.305.4725 direct | 218.290.9823 mobile | 218.741.4284 main

Building a Better World for All of Us®
100% Employee Owned
www.sehinc.com

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Gilbert Community Center Improvements 17 S. Broadway Street Gilbert, MN 55741	Contract For: General Construction Date: December 8, 2025	Change Order Number: 01 Date: October 12, 2026
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
City of Gilbert, MN 16 S. Broadway Street Gilbert, MN 55741	Short Elliott Hendrickson Inc. (SEH) 3535 Vadnais Center Dr. St. Paul, MN 55110	BP Builders LLC 5 Jay Cooke Rd. Esko, MN 55733

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Attached Change Request Log #01 with back-up exhibits as received from Contractor

The original Contract Sum was	$	908,757.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	908,757.00
The Contract Sum will be increased by this Change Order in the amount of	$	53,979.00
The new Contract Sum including this Change Order will be	$	962,736.00

The Contract Time will be increased by zero (0) days.
The new date of Substantial Completion will be October 1, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
Daren Johnson, SEH Project Manager *(Printed name, title, and license number if required)*	Jonathan Ballmer, Chief Operating Officer *(Printed name and title)*	*(Printed name and title)*
October 12, 2026 *Date*	October, 12, 2026 *Date*	*Date*

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User Notes: (6acd2233e86bbfc8[illegible]9b711)

Change Request (CR) Log #01

REVIEWED AND APPROVED AT COUNCIL ON 05/26/2026

Gilbert Community Center — Project Name

17 N. Broadway Street, Gilbert, MN 55741 — Address

5/22/2026 — Date of Log

CR #	Description	Submitted		Status	Accepted / Approved	
		Total Value ($)	Impact (Days)		Total Value ($)	Impact (Days)
03.1	Replace All Wall Panels in the Auditorium w/ Similar Wall Panels	$ 6,514	0	~~Submitted~~ APPROVED	$ 6,514	0
08	Electric Unit Heater in Entry Vestibule per RFI #1 Response	$ 3,981	0	~~Submitted~~ APPROVED	$ 3,981	0
09	Conduits in Existing Walls Conflicting with New Ductwork	$ 9,352	0	~~Budget Submitted~~ BUDGET APPROVED	$ 9,352	0
10	Water Supply to ADA Restroom per SEH 05/18/26 Plan	$ 29,357	0	~~Submitted~~ APPROVED	$ 23,357	0
11	Provide New Hollow Metal Exterior Door, Frame, and Hardware out of Mechanical Room 019, Including Concrete Curb at Sill to Prevent Water Intrusion	$ 4,776	0	~~Submitted~~ APPROVED	$ 4,776	0
TOTAL OF CHANGES		$ 53,979	0		$ 53,979	0

	Original	Current
Total Construction Costs	$ 908,757	$ 962,736
Completion Date	8/28/2026	8/28/2026

CR-03.1

Revisions to the Contract for Construction between **OWNER** and **GENERAL CONTRACTOR** are agreed as follows.

Gilbert Community Center	17 N. Broadway Street, Gilbert, MN 55741	12/8/2025
Project Name	Address	Date of Commencement

C H A N G E S

Replace All Wall Panels in the Auditorium w/ Similar Wall Panels

- BP Labor & Material **$ 5,639**

Insurance	**$**	**141**
Bond	**$**	**142**
Fee	**$**	**592**
TOTAL ADD	**$**	**6,514**

REASON FOR CHANGES: Owner Request

C O N T R A C T D U R A T I O N:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):		8/28/2026
Substantial Completion date AFTER this Change:		8/28/2026
TOTAL CHANGE:	days + or -	0

A P P R O V A L S :

APPROVED BY:

GENERAL CONTRACTOR: BP BUILDERS LLC — DATE:

ARCHITECT: SEH — DATE:

OWNER: City of Gilbert — DATE:

CR-08

Revisions to the Contract for Construction between **OWNER** and **GENERAL CONTRACTOR** are agreed as follows.

Gilbert Community Center	17 N. Broadway Street, Gilbert, MN 55741	12/8/2025
Project Name	Address	Date of Commencement

C H A N G E S

Electric Unit Heater in Entry Vestibule per RFI #1 Response

- Nelson Collie — **$ 3,610**

Insurance	**$**	**90**
Bond	**$**	**91**
Fee	**$**	**190**
TOTAL ADD	**$**	**3,981**

REASON FOR CHANGES: Design Change

C O N T R A C T D U R A T I O N:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):		8/28/2026
Substantial Completion date AFTER this Change:		8/28/2026
TOTAL CHANGE:	days + or -	0

A P P R O V A L S :

APPROVED BY:

GENERAL CONTRACTOR: BP BUILDERS LLC — DATE:

ARCHITECT: SEH — DATE:

OWNER: City of Gilbert — DATE:

CR-09

Revisions to the Contract for Construction between **OWNER** and **GENERAL CONTRACTOR** are agreed as follows.

Gilbert Community Center	17 N. Broadway Street, Gilbert, MN 55741	12/8/2025
Project Name	Address	Date of Commencement

C H A N G E S

Conduits in Existing Walls Conflicting with New Ductwork

- Nelson Collie (BUDGET) **$ 8,482**

Insurance	**$**	**212**
Bond	**$**	**213**
Fee	**$**	**445**
TOTAL ADD	**$**	**9,352**

REASON FOR CHANGES: Existing Condition

C O N T R A C T D U R A T I O N:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):		8/28/2026
Substantial Completion date AFTER this Change:		8/28/2026
TOTAL CHANGE:	days + or -	0

A P P R O V A L S :

APPROVED BY:

GENERAL CONTRACTOR: BP BUILDERS LLC — DATE:

ARCHITECT: SEH — DATE:

OWNER: City of Gilbert — DATE:

CR-10

Revisions to the Contract for Construction between **OWNER** and **GENERAL CONTRACTOR** are agreed as follows.

Gilbert Community Center	17 N. Broadway Street, Gilbert, MN 55741	12/8/2025
Project Name	Address	Date of Commencement

C H A N G E S

Water Supply to ADA Restroom per SEH 05/18/26 Plan

- JK Mechanical **$ 26,624**

Insurance	**$**	**666**
Bond	**$**	**669**
Fee	**$**	**1,398**
TOTAL ADD	**$**	**29,357**

REASON FOR CHANGES: Code Requirement

C O N T R A C T D U R A T I O N:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):		8/28/2026
Substantial Completion date AFTER this Change:		8/28/2026
TOTAL CHANGE:	days + or -	0

A P P R O V A L S :

APPROVED BY:

GENERAL CONTRACTOR: BP BUILDERS LLC — DATE:

ARCHITECT: SEH — DATE:

OWNER: City of Gilbert — DATE:

CR-11

Revisions to the Contract for Construction between **OWNER** and **GENERAL CONTRACTOR** are agreed as follows.

Gilbert Community Center	17 N. Broadway Street, Gilbert, MN 55741	12/8/2025
Project Name	Address	Date of Commencement

C H A N G E S

Provide New Hollow Metal Exterior Door, Frame, and Hardware out of Mechanical Room 019, Including Concrete Curb at Sill to Prevent Water Intrusion

- BP Labor & Material $ 4,135

Insurance	$	103
Bond	$	104
Fee	$	434
TOTAL ADD	$	4,776

REASON FOR CHANGES: Existing Condition

C O N T R A C T D U R A T I O N:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):		8/28/2026
Substantial Completion date AFTER this Change:		8/28/2026
TOTAL CHANGE:	days + or -	0

A P P R O V A L S :

APPROVED BY:

GENERAL CONTRACTOR: BP BUILDERS LLC — DATE:

ARCHITECT: SEH — DATE:

OWNER: City of Gilbert — DATE:

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Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Gilbert Community Center Improvements 17 S. Broadway Street Gilbert, MN 55741	Contract For: General Construction Date: December 8, 2025	Change Order Number: 02 Date: October 12, 2026
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
City of Gilbert, MN 16 S. Broadway Street Gilbert, MN 55741	Short Elliott Hendrickson Inc. (SEH) 3535 Vadnais Center Dr. St. Paul, MN 55110	BP Builders LLC 5 Jay Cooke Rd. Esko, MN 55733

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Attached Change Request Log #02 with back-up exhibits as received from Contractor

The original Contract Sum was	$	908,757.00
The net change by previously authorized Change Orders	$	53,979.00
The Contract Sum prior to this Change Order was	$	962,736.00
The Contract Sum will be decreased by this Change Order in the amount of	$	43,909.00
The new Contract Sum including this Change Order will be	$	918,827.00

The Contract Time will be increased by zero (0) days.
The new date of Substantial Completion will be October 1, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
Daren Johnson, SEH Project Manager *(Printed name, title, and license number if required)*	Jonathan Ballmer, Chief Operating Officer *(Printed name and title)*	*(Printed name and title)*
October 12, 2026 *Date*	October, 12, 2026 *Date*	*Date*

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User Notes: (6acd228a1c0e7e8[illegible]35029)

Change Request (CR) Log #02

Gilbert Community Center
Project Name

17 N. Broadway Street, Gilbert, MN 55741
Address

10/1/2026
Date of Log

CR #	Description	Submitted		Status	Accepted / Approved	
		Total Value ($)	Impact (Days)		Total Value ($)	Impact (Days)
03.1	Replace All Wall Panels in the Auditorium w/ Similar Wall Panels	$ 6,514	0	Approved	$ 6,514	0
08	Electric Unit Heater in Entry Vestibule per RFI #1 Response	$ 3,981	0	Approved	$ 3,981	0
09	Conduits in Existing Walls Conflicting with New Ductwork BALANCE FORWARD AMOUNT OF $2,202	$ 11,554	0	Final Actual Costs Submitted, Previously Council Approved Budget Shown in Accepted	$ 9,352	0
10	Water Supply to ADA Restroom per SEH 05/18/26 Plan	$ 29,357	45	Approved ADDED DAYS DUE TO DELAY OF PERMITTING REQUIREMENTS	$ 29,357	45
11	Provide New Hollow Metal Exterior Door, Frame, and Hardware out of Mechanical Room 019, Including Concrete Curb at Sill to Prevent Water Intrusion	$ 4,776	0	Approved	$ 4,776	0
12	Install Two 4" Sch 80 Electrical Utility Conduits Across Alley	$ 2,301	0	Submitted		
13	Abatement Allowance Reconciliation	$ (4,618)	0	Submitted		
14	MN Power Allowance Reconciliation	$ (50,000)	0	Invoice Sent to City		
15	RFI #4 - Address Egress Requirements According to NEC Section 110.26(C)(3) in Mechanical Room 019	$ 3,240	0	Submitted		
16	RFI #5 & RFI #6 - Address Issues with Sub-Fed or Undersized Existing Electrical	$ 2,966	0	Submitted		
TOTAL OF CHANGES		$ 10,070	45		$ 53,979	45

	Original	Current
Total Construction Costs	$ 908,757	$ 962,736
Completion Date	8/28/2026	10/12/2026

CR-09

Revisions to the Contract for Construction between **OWNER** and **GENERAL CONTRACTOR** are agreed as follows.

Gilbert Community Center	17 N. Broadway Street, Gilbert, MN 55741	12/8/2025
Project Name	Address	Date of Commencement

C H A N G E S

Conduits in Existing Walls Conflicting with New Ductwork

- Nelson Collie (FINAL COSTS) **$ 10,479**

Insurance	**$**	**262**
Bond	**$**	**263**
Fee	**$**	**550**
TOTAL ADD	**$**	**11,554**

REASON FOR CHANGES: Existing Condition

C O N T R A C T D U R A T I O N:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):		8/28/2026
Substantial Completion date AFTER this Change:		8/28/2026
TOTAL CHANGE:	days + or -	0

A P P R O V A L S :

APPROVED BY:

GENERAL CONTRACTOR: BP BUILDERS LLC — DATE:

ARCHITECT: SEH — DATE:

OWNER: City of Gilbert — DATE:

Nelson-Collie Electric

621 9th St. North ~ Virginia, MN 55792 ~ 218-741-8542

Service Invoice

Invoice#: 240690
Invoice Date: 06/03/2026
PO#:
Job #: 260029

To: BP Builders LLC
5 Jay Cooke Road
Esko MN 55733

Location:
Gilbert Community Center
17 S Broadway St.
Gilbert MN 55741

	Ext Price
Material	84.22
Labor	742.50

Description:
1st Reroute
Unforeseen conditions not indicated on the plans.
Extra demo pipes and lights in the way of duct work and refed circuits.

Work Completed 3/17/2026

Please Pay This Amount **$826.72**

A service charge of 18.000% per annum will be computed on all amounts overdue on regular statement dates.
Please make checks payable to Nelson-Collie Electric
Thank you for your prompt payment.

Nelson - Collie Electric

621 9th St. North ~ Virginia, MN 55792 ~ 218-741-8542

Service Invoice

Invoice#: 240715
Invoice Date: 06/03/2026
PO#:
Job #: 260047

To: BP Builders LLC
5 Jay Cooke Road
Esko MN 55733

Location:
Gilbert Community Center
17 N. Broadway
Gilbert MN 55741

	Ext Price
Material	674.60
Labor	8,977.50

Description:
2nd Reroute
Relocate pipe, wire mold, and light for ductwork at Gilbert Community Center .

Work Completed 5/18/2026

Please Pay This Amount **$9,652.10**

A service charge of 18.000% per annum will be computed on all amounts overdue on regular statement dates.
Please make checks payable to Nelson-Collie Electric
Thank you for your prompt payment.

CR-12

Revisions to the Contract for Construction between **OWNER** and **GENERAL CONTRACTOR** are agreed as follows.

Gilbert Community Center	17 N. Broadway Street, Gilbert, MN 55741	12/8/2025
Project Name	Address	Date of Commencement

C H A N G E S

Install Two 4" Sch 80 Electrical Utility Conduits Across Alley

- Nelson Collie — **$ 2,087**

All other work by Others

Insurance	**$**	**52**
Bond	**$**	**52**
Fee	**$**	**110**
TOTAL ADD	**$**	**2,301**

REASON FOR CHANGES: Owner Request

C O N T R A C T D U R A T I O N:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):		8/28/2026
Substantial Completion date AFTER this Change:		8/28/2026
TOTAL CHANGE:	days + or -	0

A P P R O V A L S :

APPROVED BY:

	8/18/2026
GENERAL CONTRACTOR: BP BUILDERS LLC	DATE:
ARCHITECT: SEH	DATE:
OWNER: City of Gilbert	DATE:

Nelson-Collie Electric, Inc.

621 9th St. North Virginia, MN 55792

Phone: (218) 741-8542

June 25, 2026

BP Builders LLC
5 Jay Cooke Road
Esko, MN 55733

Attn: Jonathan Ballmer

RE: Gilbert Community Center – Utility Pipes

Dear Sir,

The following is our proposal to install (2) 4" Sch 80 conduits from the transformer pad, underground to the opposite side of the alley next to the new Minnesota Power utility pole. We will dead-end them underground as per Wes Hockinson with Minnesota Power. The owner will be responsible for all saw cutting, asphalt and/or concrete removal, excavation, and backfilling as needed. We are also requesting a sand bed for the pipe and a hole where the pipes will be dead ended. This will allow Minnesota Power to easily hand-dig and access the conduits.

Cost breakdown is as follows:

Material	$ 497.00
Labor	$1400.00
10% overhead & profit	$ 190.00
	$2087.00

If you have any questions, please feel free to call.

Respectfully,

Jeff Collie
Nelson-Collie Electric

JC/mw

CR-13

Revisions to the Contract for Construction between **OWNER** and **GENERAL CONTRACTOR** are agreed as follows.

Gilbert Community Center	17 N. Broadway Street, Gilbert, MN 55741	12/8/2025
Project Name	Address	Date of Commencement

C H A N G E S

Abatement Allowance Reconciliation

- Braun Intertec Costs	$	5,485
- Mavo Systems Costs	$	13,000

Insurance	$	462
Bond	$	464
Fee	$	971
TOTAL ADD	$	20,382
MINUS ALLOWANCE	$	25,000
CHANGE ORDER	$	(4,618)

REASON FOR CHANGES: Allowance Reconciliation

C O N T R A C T D U R A T I O N:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):		8/28/2026
Substantial Completion date AFTER this Change:		8/28/2026
TOTAL CHANGE:	days + or -	0

A P P R O V A L S :

APPROVED BY:

GENERAL CONTRACTOR: BP BUILDERS LLC	DATE: 8/18/2026
ARCHITECT: SEH	DATE:
OWNER: City of Gilbert	DATE:

PLEASE REMIT TO:
Braun Intertec Corporation
Lockbox 446035
PO Box 64384
St. Paul, MN 55164

Braun Intertec Online Payment
Telephone: 952.995.2000
Fed Tax ID: 41-1684205

INVOICE

Invoice #: IN1006550
Invoice date: 2/25/2026
Project ID: 10006394_001
Customer PO:

Jonathan Ballmer
BP Builders LLC
327 2ND St
Duluth, MN 55810-1631

Gilbert Community Center Pre-Renovation
17 North Broadway Street
Gilbert, MN 55741

For professional services through 02/25/2026

Contract Details:

	Total Previous	Total this Invoice	Total to Date	Budget	Remaining	% of Budget
Gilbert Community Center Pre-Renovation	0.00	2,600.00	2,600.00	9,855.50	7,255.50	26.4%
Subtotal	$0.00	$2,600.00	$2,600.00	$9,855.50	$7,255.50	26.4%

Subtotal	$2,600.00
Total this Invoice	**$2,600.00**

Terms: Due on receipt, 1 1/2% per month after 30 days, 18% annual percentage rate unless otherwise specified by written agreement

Billing Backup

Project Gilbert Community Center Pre-Renovation

		Qty/Hours	Rate	Amount
Hazardous Building Materials Inspection				
Prep and Fieldwork				
Labor Detail				
Field Scientist IV		14.50	126.00	1,827.00
Fee Detail				
Trip Charge		1.00	95.00	95.00
XRF Spectrum analyzer, per day		1.00	100.00	100.00
Task Subtotal	**Prep and Fieldwork**			**$2,022.00**
Project Management and Reporting				
Labor Detail				
Project Control Specialist III		0.50	130.00	65.00
Project Scientist II		1.50	174.00	261.00
Staff Engineer III		2.00	126.00	252.00
Task Subtotal	**Project Management and Reporting**			**$578.00**
Phase Subtotal	**Hazardous Building Materials Inspection**			**$2,600.00**
	Total this Invoice			**$2,600.00**

PLEASE REMIT TO:
Braun Intertec Corporation
Lockbox 446035
PO Box 64384
St. Paul, MN 55164

Braun Intertec Online Payment
Telephone: 952.995.2000
Fed Tax ID: 41-1684205

INVOICE

Invoice #: IN1012285
Invoice date: 4/24/2026
Project ID: 10006394_001
Customer PO:

Jonathan Ballmer
BP Builders LLC
5 Jay Cooke Rd
Esko, MN 55733-9604

Gilbert Community Center Pre-Renovation
17 North Broadway Street
Gilbert, MN 55741

For professional services through 04/17/2026

Contract Details:

	Total Previous	Total this Invoice	Total to Date	Budget	Remaining	% of Budget
Gilbert Community Center Pre-Renovation	2,600.00	2,885.00	5,485.00	9,855.50	4,370.50	55.7%
Subtotal	$2,600.00	$2,885.00	$5,485.00	$9,855.50	$4,370.50	55.7%

Subtotal $2,885.00

Total this Invoice **$2,885.00**

Terms: Due on receipt, 1 1/2% per month after 30 days, 18% annual percentage rate unless otherwise specified by written agreement

Billing Backup

Project Gilbert Community Center Pre-Renovation

		Qty/Hours	Rate	Amount
Hazardous Building Materials Inspection				
Prep and Fieldwork				
Labor Detail				
Field Scientist IV		3.00	126.00	378.00
Staff Engineer III		5.00	126.00	630.00
Task Subtotal	**Prep and Fieldwork**			**$1,008.00**
Analytical Services				
Expense Detail				
EMSL Analytical, Inc.		1.00	654.50	654.50
Task Subtotal	**Analytical Services**			**$654.50**
Project Management and Reporting				
Labor Detail				
Project Assistant IV		0.75	90.00	67.50
Project Control Specialist III		0.75	130.00	97.50
Senior Scientist II		0.50	225.00	112.50
Staff Engineer III		7.50	126.00	945.00
Task Subtotal	**Project Management and Reporting**			**$1,222.50**
Phase Subtotal	**Hazardous Building Materials Inspection**			**$2,885.00**
	Total this Invoice			**$2,885.00**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice : 25996

To Owner :	BP BUILDERS LLC 5 JAY COOKE RD OFFICE@BPBUILDERSLLC.COM ESKO MN 55733-9604	**Project :**	26N124. GILBERT COMMUNITY CENTER	**Application No. :** 1 **Period To :** 5/13/2026 **Project Nos :**	**Distribution to :** ☐ Owner ☐ Architect ☐ Contractor ☐ ☐
From Contractor :	Mavo Systems, Inc. 4330 Centerville Road White Bear Lake MN 55127	**Via Architect :**			
Contract For :	ASBESTOS PIPING			**Contract Date :** 4/10/2026	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**		$15,000.00
2. **NET CHANGE BY CHANGE ORDERS**		$0.00
3. **CONTRACT SUM TO DATE**		$15,000.00
4. **TOTAL COMPLETED AND STORED TO DATE**		$13,000.00
5. **RETAINAGE:**		
a. 5.00% of Completed Work	$650.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$650.00
6. **TOTAL EARNED LESS RETAINAGE**		$12,350.00
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**		$0.00
8. **CURRENT PAYMENT DUE**		$12,350.00
9. **BALANCE TO FINISH, PLUS RETAINAGE**		$2,650.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this month	$0.00	0.00
TOTALS	$0.00	$0.00
NET CHANGE by Change Orders		**$0.00**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Mavo Systems, Inc.

By: _____ Date: 5/13/2026

State of: Minnesota County of: St. Louis
Subscribed and sworn to before me this 13th day of May 2026

Notary Public: _____
My Commission expires: 01/31/2031

TERRI ANN ZAHN
Notary Public
Minnesota
My Commission Expires January 31, 2031

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $12,350.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1
Application Date : 05/13/26
To : 05/13/26
Architect's Project No. :

Invoice : 25996 **Contract :** 26N124. GILBERT COMMUNITY CENTER

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed and Stored To Date (D + E + F)	% (G / C)	Balance To Finish (C - G)	Retainage
			From Previous Application	This Period In Place					
1	GILBERT COMMUNITY CENTER	15,000.00	0.00	13,000.00	0.00	13,000.00	86.67%	2,000.00	
	Grand Totals	**15,000.00**	**0.00**	**13,000.00**	**0.00**	**13,000.00**	**86.67%**	**2,000.00**	**650.00**

MAVO SYSTEMS

Phone: (218) 626-1586
Fax: (218) 626-1384

WORK ORDER

PROJECT NAME: Gilbert Community Center — DATE: 4/17/26

PROJECT ADDRESS: 18th N Broadway Ave, Gilbert, MN — JOB NO.: 26N124

DESCRIPTION OF WORK Wrap and cut — FLOOR NO.:

ROOM NO.:

LABOR			HOURS		STR	STR	PRM	PRM
DATE	EMPLOYEE	CLASSIFICATION	STR	PRM	RATE	TOTAL	RATE	TOTAL
	Week of 4/13 - 4/17					0.00		0.00
						0.00		0.00
	Nick Grivette	Supervisor	40		101.62	4064.80		0.00
	Isaac Smith	Technician	40		99.19	3967.60		0.00
						0.00		0.00
						0.00		0.00
						0.00		0.00
						0.00		0.00
		Per Diem	5		38.50	192.50		0.00
						0.00		0.00

IT IS IMPOSSIBLE TO PERFORM WORK WITHOUT MATERIALS & EQUIPMENT - PLEASE COMPLETE

MATERIAL					MATERIAL				
QTY	ITEM #	DESCRIPTION	COST	TOTAL	QTY	ITEM #	DESCRIPTION	COST	TOTAL
52	725	3" YELLOW DUCT TAPE	10.30	535.81	4	509	SAFETY GLASSES	2.25	9.00
25	709	SPRAY GLUE (12)	5.00	125.10	8	1300	CASSETTES ACM (50)	1.10	8.76
95	320	GLOVEBAGS 44 X 60 CONT	9.52	904.36				-	0.00
32	319	GLOVEBAGS ONE ARM 22X60	8.88	284.26				-	0.00
2	821	DECON BAGS	11.31	22.62				-	0.00
3	310	6 MIL 20' X 100' CLEAR	101.41	304.24				-	0.00
4	336	CLEAR NON-PRINT BAG (50)	1.50	5.98				-	0.00
10	106	NORTH HEPA FILTER	8.56	85.57				-	0.00
10	110	3M 7093 HEPA FILTER	8.57	85.72				-	0.00
25	108	RESPIRATOR WIPES - EACH	0.07	1.84				-	0.00
5	626	CUT RESISTANT GLOVES - A3	9.19	45.97				-	0.00
14	607	COVERALLS - TYVEK	12.32	172.45				-	0.00

OUR EMPLOYEES ARE INSTRUCTED NOT TO BEGIN WORK WITHOUT FIRST OBTAINING CUSTOMER'S SIGNED AUTHORIZATION

EQUIPMENT RENTAL				DISPOSAL			
ITEM	QTY	RATE	TOTAL		QTY	RATE	TOTAL
Truck		110.00	110.00	40 YD DUMPSTER (+10%)	1	779.00	856.90
Fuel (+10%)		118.80	130.68	DRUMS			0.00
Polar Tool (+10%)		304.26	334.69	OTHER: (Ins 2%)	1		254.66
			0.00	MDH Fees (+10%)	1	306.45	340.47
			0.00	**AIR MONITORING**	QTY	RATE	TOTAL
			0.00	AIR TESTS	8	19.50	156.00
			0.00	SETS OF FINALS			0.00
			0.00				
			0.00				
			0.00	CUSTOMER'S AUTHORIZED SIGNATURE			CUST. ORDER NO.
			0.00				
			0.00	**TOTAL: $**	13000.00		

CR-15

Revisions to the Contract for Construction between **OWNER** and **GENERAL CONTRACTOR** are agreed as follows.

Gilbert Community Center	17 N. Broadway Street, Gilbert, MN 55741	12/8/2025
Project Name	Address	Date of Commencement

C H A N G E S

RFI #4 - Address Egress Requirements According to NEC Section 110.26(C)(3) in Mechanical Room 019

- BP Labor & Material $ 2,939

Insurance	**$**	**73**
Bond	**$**	**74**
Fee	**$**	**154**
TOTAL ADD	**$**	**3,240**

REASON FOR CHANGES: Code Required

C O N T R A C T D U R A T I O N:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders): 8/28/2026

Substantial Completion date AFTER this Change: 8/28/2026

TOTAL CHANGE: days + or - 0

A P P R O V A L S :

APPROVED BY:

GENERAL CONTRACTOR: BP BUILDERS LLC — DATE: 10/1/2026

ARCHITECT: SEH — DATE:

OWNER: City of Gilbert — DATE:

NORTHERN DOOR & HARDWARE, INC.

2202 WEST FIRST STREET P.O. BOX 16026 DULUTH, MN 55816-0026
PHONE: (218) 722-9531 FAX: (218) 722-9098
rick@northerndoor.net

DATE: September 22, 2026

SHEET: 1 of 1

TO: BP BUILDERS
ATTN: JONATHAN
QUOTE #:26-1075
JOB NAME: GILBERT ADDITIONAL OPENINGS
LOCATION: GILBERT, MN

WE WISH TO QUOTE YOU THE FOLLOWING MATERIALS:

019.1
1ea. FN16 4 5 ¾ 3067 CRS WELDED HOLLOW METAL FRAME, P & D WITH MASONRY EXPANSION BOLT ANCHORS. 1" FACE HEAD & JAMB
1ea. L18 4 3067 F CRS HOLLOW METAL DOOR WITH STYRENE CORE AND STEEL TOP CAP
INCLUDE HINGES, RIM PANIC EXIT DEVICE (EXIT ONLY), CLOSER WITH STOP ARM, THRESHOLD, WEATHERSTRIPPING & SWEEP

019.2
1ea. FN16 4 5 ¾ 2870 CRS WELDED HOLLOW METAL FRAME, P & D WITH WOOD LAG SCREW ANCHORS. 1" FACE HEAD & JAMB
1ea. L18 4 2870 F CRS HOLLOW METAL DOOR
INCLUDE HINGES, PUSH/PULL, CLOSER WITH STOP ARM & DOOR SEAL

TOTAL QUOTE $ 3,900.00 PLUS TAX

NO TAX INCLUDED - MATERIALS ONLY - F.O.B. NORTHERN DOOR

QUOTE IS GOOD FOR 30 DAYS – HOWEVER, IF CURRENT MARKET CONDITIONS CHANGE WITHIN THIS TIME (i.e. tariff related surcharges increase) THESE COSTS WILL BE ADDED TO OUR PRICING AND PASSED ON TO THE CUSTOMER/END USER..

TERMS: NET 30 DAYS - NO RETAINAGE ALLOWED

NORTHERN DOOR & HARDWARE, INC.

Rick Day

BY: RICK DAY

CR-16

Revisions to the Contract for Construction between **OWNER** and **GENERAL CONTRACTOR** are agreed as follows.

Gilbert Community Center	17 N. Broadway Street, Gilbert, MN 55741	12/8/2025
Project Name	Address	Date of Commencement

C H A N G E S

RFI #5 & RFI #6 - Address Issues with Sub-Fed or Undersized Existing Electrical

- Nelson Collie	**$**	**2,690**

All other work by Others

Insurance	**$**	**67**
Bond	**$**	**68**
Fee	**$**	**141**
TOTAL ADD	**$**	**2,966**

REASON FOR CHANGES: Existing Condition

C O N T R A C T D U R A T I O N:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):		8/28/2026
Substantial Completion date AFTER this Change:		8/28/2026
TOTAL CHANGE:	days + or -	0

A P P R O V A L S :

APPROVED BY:

GENERAL CONTRACTOR: BP BUILDERS LLC	DATE: 9/29/2026
ARCHITECT: SEH	DATE:
OWNER: City of Gilbert	DATE:

NELSON
COLLIE
ELECTRIC
621 9TH ST. NORTH | VIRGINIA, MN 55792
(218) 741-8542

September 29, 2026

BP Builders LLC
5 Jay Cooke Road
Esko, MN 55733

Attn: Jonathan Ballmer

RE: Gilbert Community Center – RFI #5

Dear Sir,

The following is in response to the above-referenced RFI and the time it took to investigate how the Legion panel and library panel were fed. It was found that the Legion panel was to be refed from MBP-1 with a 200 Amp feed. It was found that the library panel was sub-fed off of the Legion panel with 100 Amp wire. Therefore, we will need to feed the Legion panel with a spare 100 Amp breaker because the library panel was fed with 100 Amp wire from the Legion panel.

We are providing a cost for the labor involved in investigating this issue.

Complete labor	$280.00

If you have any questions, please feel free to call.

Respectfully,

Jeff Collie
Nelson-Collie Electric

JC/mw

NELSON
COLLIE
ELECTRIC
621 9TH ST. NORTH | VIRGINIA, MN 55792
(218) 741-8542

September 29, 2026

BP Builders LLC
5 Jay Cooke Road
Esko, MN 55733

Attn: Jonathan Ballmer

RE: Gilbert Community Center – RFI #6

Dear Sir,

The following is in response to the above-referenced RFI and the refeeding of the boiler room panel. We found that the boiler room panel was fed with 200 Amp wire; therefore, we cannot feed it with the 225 Amp breaker that was called out for. We will supply and install a new 200 Amp breaker to feed the boiler room panel to make it a code-compliant installation.

Material	$1,489.00
Labor	$ 700.00
10% overhead and profit	$ 221.00
Total	$2,410.00

If you have any questions, please feel free to call.

Respectfully,

Jeff Collie
Nelson-Collie Electric

JC/mw

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Gilbert
17 N. Broadway Street
Gilbert, MN 55741

PROJECT: Gilbert Community Center

APPLICATION NO: 9
PERIOD TO: 9/1/2026 - 9/30/2026

Distribution to:

X	OWNER
X	ARCHITECT
	CONTRACTOR

CONTRACTOR: **BP Builders**
5 Jay Cooke Rd
Esko, MN 55733
Project No: 25054

ARCHITECT: **Short Elliott Hendrickson, Inc.**
3535 Vadnais Center Drive
St. Paul, MN 55110
Project No: GILBM 186298

CONTRACT DATE: December 8, 2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 908,757.00
2. Net change by Change Orders		$ 53,979.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 962,736.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 905,618.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	45,280.90	
b. 0 % of Stored Material (Column F on G703)	0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 45,280.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 860,337.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 811,432.05
8. CURRENT PAYMENT DUE		$ 48,905.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	102,398.90

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner			
No. 1	Council Approved Changes	53,979.00	
No. 2			
No. 3			
No. 4			
No. 5			
No. 6			
No. 7			
No. 8			
No. 9			
No. 10			
TOTALS		53,979.00	-
NET CHANGES by Change Order			53,979.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **BP Builders, LLC**

By: Jonathan Ballmer Date: September 30, 2026

State of: Minnesota County of: St Louis
Subscribed and sworn to before me this 30th day of September 2026
Notary Public: Susan Hedenberg
My Commission expires: 1/31/28

SUSAN LYNN HEDENBERG
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan 31,2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ $48,905.05

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Date: 10/12/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER: **City of Gilbert**

GENERAL CONTRACTOR: **BP Builders LLC**

PROJECT NAME

Gilbert Community Center

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **9**
APPLICATION DATE: **September 30, 2026**
PERIOD TO: **September 1, 2026** **September 30, 2026**
ARCHITECT'S PROJECT NO: **GILBM 186298**

A	B	C	D	E	F	G		H	I
			WORK COMPLETED		MATERIALS	TOTAL		BALANCE	
ITEM NO:	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	PRESENTLY STORED	COMPLETED AND STORED TO DATE	COMPLETED TO DATE % (COLUMN G/COLUMN C)	TO FINISH	RETAINAGE 5%
1	Mobilization	45,785.00	45,785.00			45,785.00	100%	-	2,289.25
2	Insurance	14,779.00	14,779.00			14,779.00	100%	-	738.95
3	Bond	13,584.00	13,584.00			13,584.00	100%	-	679.20
4	General Conditions	64,958.00	64,958.00			64,958.00	100%	-	3,247.90
5	Demolition	6,458.00	6,458.00			6,458.00	100%	-	322.90
6	Sawcutting	11,500.00	11,500.00			11,500.00	100%	-	575.00
7	Concrete	5,000.00	5,000.00			5,000.00	100%	-	250.00
8	Structural Steel Install	1,940.00	1,940.00			1,940.00	100%	-	97.00
9	Structural Steel Supply	4,863.00	4,863.00			4,863.00	100%	-	243.15
10	Carpentry	20,956.00	20,956.00			20,956.00	100%	-	1,047.80
11	Door, Frames & Hardware Material	2,831.00	2,831.00			2,831.00	100%	-	141.55
12	Glazing	1,070.00	1,070.00			1,070.00	100%	-	53.50
13	Louvers	1,225.00	1,225.00			1,225.00	100%	-	61.25
14	Tile	6,500.00	6,500.00			6,500.00	100%	-	325.00
15	Acoustical Ceilings	1,603.00	1,603.00			1,603.00	100%	-	80.15
16	Plaster Patching, Taping, & Painting	42,901.00	42,901.00			42,901.00	100%	-	2,145.05
17	Specialties Material	954.00	954.00			954.00	100%	-	47.70
18	Mechanical	474,550.00	474,550.00			474,550.00	100%	-	23,727.50
19	Electrical	112,300.00	112,300.00			112,300.00	100%	-	5,615.00
20	Abatement Allowance	25,000.00	20,382.00			20,382.00	82%	4,618.00	1,019.10
21	MN Power Allowance	50,000.00	-			-	0%	50,000.00	-
		$ 908,757.00	**$ 854,139.00**	**$ -**	**$ -**	**$ 854,139.00**	**94%**	**$ 54,618.00**	**$ 42,706.95**

GENERAL CONTRACTOR: BP Builders LLC

PROJECT NAME

CONTINUATION SHEET

Gilbert Community Center

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9
APPLICATION DATE: September 30, 2026
PERIOD TO: September 1, 2026 September 30, 2026
ARCHITECT'S PROJECT NO: GILBM 186298

A	B	C	D	E	F	G		H	I
ITEM NO:	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	COMPLETED TO DATE % (COLUMN G/COLUMN C)	BALANCE TO FINISH	RETAINAGE 5%
			FROM PREVIOUS APPLICATION	THIS PERIOD					
22	**Council Previously Approved Changes**	**53,979.00**	**-**	51,479.00		51,479.00	**95%**	2,500.00	2,573.95
23			**-**	-		-	**#DIV/0!**	-	-
24			**-**	-		-	**#DIV/0!**	-	-
25			**-**	-		-	**#DIV/0!**	-	-
26			**-**	-		-	**#DIV/0!**	-	-
27				-		-	**#DIV/0!**	-	-
28			**-**	-		-	**#DIV/0!**	-	-
29				-		-	**#DIV/0!**	-	-
30				-		-	**#DIV/0!**	-	-
31				-		-	**#DIV/0!**	-	-
32						-		-	-
33						-	**0%**	-	-
34						-	**0%**	-	-
35						-	**0%**	-	-
36						-	**0%**	-	-
37						-	**0%**	-	-
38						-	**0%**	-	-
39						-	**0%**	-	-
40						-	**0%**	-	-
41						-	**0%**	-	-
42						-	**0%**	-	-
43						-	**0%**	-	-
44						-	**0%**	-	-
45						-	**0%**	-	-
46						-	**0%**	-	-
47						-	**0%**	-	-
		$ 962,736.00	**$ 854,139.00**	**$ 51,479.00**	**$ -**	**$ 905,618.00**	**94%**	**$ 57,118.00**	**$ 45,280.90**

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 19, 2026
Subject: CIT Technology Services – Domain Transition and SonicWall Security Renewal (Resolution 2026-24)

Background

Computer Integration Technologies (CIT), the City's information technology service provider, has submitted two proposals for consideration related to the City's technology systems and network security.

Domain Transition and Dependency Analysis – $12,864

Minnesota Statutes § 471.3422 requires municipalities that administer absentee voting to transition their official websites to a .gov domain. The statute established an initial compliance deadline of June 1, 2026, with an extension through June 1, 2028, for qualifying municipalities that applied for a .gov domain but had not completed the transition.

In connection with this requirement, the City is coordinating the transition of its existing gilbertmn.org domain to a new .gov domain. CIT has submitted a proposal dated October 12, 2026, to assist with transitioning the City's Microsoft 365 email and user accounts to the new domain.

The proposed work includes an initial review of systems, accounts, and applications dependent on the current domain, followed by implementation of the new domain and associated email configurations. The existing gilbertmn.org email addresses would be retained as aliases to minimize disruption.

The proposed cost is **$12,864**, including project management and engineering services. Website migration work is outside CIT's quoted scope and will be coordinated separately with the City's website provider, TechBytes. Any additional services or changes exceeding the approved amount would require further authorization.

SonicWall Security Renewal – $1,999

CIT has also provided a renewal quote dated October 16, 2026, for the City's SonicWall TZ670 firewall security services.

The renewal provides one year of SonicWall Advanced Protection Service Suite coverage at a cost of $1,999. The existing coverage is scheduled to expire October 30, 2026.

Financial Considerations

The combined cost of the two proposals is **$14,863**, consisting of:

- Domain Transition and Dependency Analysis: $12,864
- SonicWall Security Renewal (one year): $1,999

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

Recommended Action
Approve Resolution 2026-24 accepting the CIT proposals for domain transition and dependency analysis services at a cost not to exceed $12,864 and the one-year SonicWall security renewal at a cost of $1,999, for a combined amount not to exceed $14,863; direct staff to identify and allocate the appropriate budget funding; and authorize the Mayor and Clerk-Treasurer to execute any necessary agreements and related documents.

Attachments:
- Resolution 2026-24
- CIT Dependency Analysis and Primary Domain Change Proposal, October 12, 2026
- CIT SonicWall Renewal Quote, October 16, 2026

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-24

RESOLUTION APPROVING CIT TECHNOLOGY SERVICES FOR DOMAIN TRANSITION AND SONICWALL SECURITY RENEWAL

WHEREAS, the City of Gilbert utilizes Computer Integration Technologies (CIT) for information technology services and support; and

WHEREAS, Minnesota Statutes § 471.3422 requires municipalities that administer absentee voting to utilize a .gov domain for their official websites, subject to the compliance deadlines established therein; and

WHEREAS, in connection with the City's transition to a .gov domain, the City intends to transition its Microsoft 365 email and user accounts from gilbertmn.org to the new domain and requires professional services to assess system dependencies and implement the transition; and

WHEREAS, CIT has submitted a proposal dated October 12, 2026, for dependency analysis and primary domain transition services at a total cost of $12,864; and

WHEREAS, CIT has also submitted a quote dated October 16, 2026, for the renewal of the City's SonicWall TZ670 Advanced Protection Service Suite for a one-year period at a cost of $1,999; and

WHEREAS, the City Council finds it appropriate to authorize the proposed technology services and security renewal, subject to designation of the appropriate budget funding.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilbert, Minnesota, hereby:

1. Approves the CIT proposal for dependency analysis and primary domain transition services at a cost not to exceed $12,864.
2. Approves the CIT SonicWall TZ670 Advanced Protection Service Suite renewal for one year at a cost of $1,999.
3. Authorizes a combined expenditure not to exceed $14,863 for the above services and renewal, with any additional costs or changes exceeding the approved amounts requiring separate City authorization.
4. Directs City staff to identify and allocate the appropriate budget or fund to support the approved expenditures.
5. Authorizes the Mayor and Clerk-Treasurer to execute the applicable proposals, agreements, and any other documents necessary to carry out the actions authorized herein, subject to review of the applicable contractual terms.

Council member _____moved the adoption of the foregoing resolution, and said motion was duly seconded by Council member_____, and upon vote being taken thereon, the following voted in favor thereof:
Abstention:
and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Gilber, Minnesota this 27th day of October 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

Dependency Analysis and Primary Domain change

Date: 10/12/2026

Prepared For:

City of Gilbert
16 S Broadway St
Gilbert, MN 55741
Dustin@TechBytesMN.com
218-748-2232

Prepared By:

CIT
Nick Lesneski
Senior Account Manager
Nick.Lesneski@citsolutions.net
(651) 255-5734
https://www.citsolutions.net

Executive Summary

The City of Gilbert plans to transition its Microsoft 365 email and user identities from gilbertmn.org to a new, yet-to-be-determined .gov domain. This engagement includes discovery and planning followed by the controlled implementation of the new domain. Systems that rely on the current domain will be identified and addressed, while gilbertmn.org will be retained as an alias to prevent disruption to existing email.

Statement of Work

Phase 1: Discovery and Dependency Analysis

Microsoft 365 Tenant Inventory

- Inventory all users, licenses, proxy addresses, and sign-in names from Entra ID and Exchange Online, and flag accounts that are disabled, unlicensed, or no longer needed so they are retired rather than migrated.
- Inventory shared mailboxes, distribution lists, Microsoft 365 Groups, Teams, resource/room mailboxes, and mail contacts, including delegation and send-as permissions.
- Inventory Exchange Online mail flow configuration: connectors (Barracuda inbound/outbound), transport rules, accepted domains, remote domains, email address policies, anti-spam/anti-phish policies, and any journaling or retention rules keyed to the domain.
- Inventory Entra enterprise applications, app registrations, and SSO/SAML integrations (377 service principals present) and identify the ones that bind to user principal names or the gilbertmn.org domain and would break when UPNs change.
- Review Conditional Access policies, MFA registrations, and security defaults for anything scoped to domain or UPN values.
- Review SharePoint and OneDrive sharing links, external sharing settings, and the SharePoint tenant name (gilbertmn.sharepoint.com), and document that the SharePoint URL does not change as part of this engagement.
- Review Entra-registered devices, Windows sign-in state (Entra-registered vs. local AD), cached credentials, Outlook profiles, and mobile devices, and define the end-user re-sign-in procedure.

DNS, Email Security, and Web Dependency Analysis

- Document every public DNS record for gilbertmn.org (NS, A, MX, TXT, CNAME, SRV, subdomains such as ftp and mail) and identify the owner and purpose of each, including the five third-party IP addresses and the cwpowerit.com include in the current SPF record.
- Confirm which party will host authoritative DNS for gilbertmn.gov (TechBytes or InMotion), and confirm get.gov name server delegation requirements.
- Design the.gov email authentication record set: SPF, DKIM selectors for Exchange Online and any third-party senders, and a DMARC policy that starts in monitoring mode and steps up to enforcement after reporting confirms all legitimate senders.
- Document the Barracuda Email Security Service tenant configuration (domains, inbound routing, outbound relay, user lists, encryption, and archiving) and the changes required to add and verify gilbertmn.gov.
- Confirm EasyDMARC, Dark Web Monitoring, and KnowBe4 configuration for the new domain.
- Coordinate with TechBytes on the City website's (hosting, SSL certificate, redirects from gilbertmn.org, and ftp/mail subdomains). Website migration work itself is TechBytes' responsibility and is outside CIT's priced

scope.

On-Premises and Line-of-Business Dependency Analysis

- Review SonicWALL (Main and Biwabik PD) for VPN/NetExtender user authentication, LDAP/RADIUS bindings, and alert or notification email addresses tied to gilbertmn.org.
- Review GILBERT-RDS, GILBERT-SQL1, GILBERT-FILE1, the ESXi host, and GILBERT-DC1 for scheduled reports, SQL Database Mail, backup notifications, and service accounts that send or receive mail on the old domain.
- Inventory scan-to-email on copiers/scanners (the Scanner@ account is also the tenant's technical notification contact), alarm/SCADA/water and wastewater notification systems, and the Police Department's body-camera/video (Watchguard) and FirstNet accounts that use gilbertmn.org addresses for sign-in.
- Work with City staff to list external systems where a gilbertmn.org address is the login or the contact of record: State of Minnesota portals (SVRS/elections, MNDOR, PERA, MMB), banking and payroll, utility billing/point-of-sale, insurance (LMCIT), vendor and CJIS/BCA-facing systems, Microsoft and Barracuda admin/billing contacts, and domain registrar contacts.
- Identify printed materials, forms, website contact pages, voicemail, and signage that carry gilbertmn.org addresses.

Phase 1 Deliverables

- Written dependency inventory listing every identified system, record, and account tied to gilbertmn.org, with the owner, the change required, and who performs it (CIT, City, TechBytes, or vendor).
- Recommended cutover runbook with sequence, timing, rollback steps, and end-user communication templates.
- Go/no-go recommendation and any Phase 2 scope or quote change order driven by the findings.

Phase 2: Domain Transition and Cutover

Pre-Cutover Preparation

- Add new .gov to the Microsoft 365 tenant and complete domain verification (TXT) with TechBytes/the DNS host.
- Publish the new .gov DNS record set: MX to Barracuda ESS, Autodiscover, SPF, DKIM CNAMEs, DMARC (monitoring mode), and any records the Phase 1 inventory identified.
- Add and verify new .gov in Barracuda Email Security Service for inbound routing and outbound relay, and confirm it is accepted in EasyDMARC, KnowBe4, and Dark Web Monitoring.
- Add the new.gov as an accepted domain in Exchange Online and as an additional proxy address on all in-scope mailboxes, shared mailboxes, distribution lists, Microsoft 365 Groups, Teams, and resource mailboxes, with gilbertmn.org retained.
- Send a controlled set of test messages from gilbertmn.gov addresses to external recipients to validate SPF, DKIM, and DMARC alignment before the primary change.
- Pre-stage any enterprise application, SSO, or Conditional Access changes identified in Phase 1, and schedule vendor-side changes with the owners listed in the dependency inventory.
- Deliver end-user communications and the re-sign-in guide; schedule the cutover window outside of council meetings, elections activity, and payroll processing.

Cutover

- Change the primary SMTP address and user principal name on all in-scope users and objects from gilbertmn.org to gilbertmn.gov, keeping gilbertmn.org as an alias on every object so existing addresses continue to deliver.

- Set the new .gov as the tenant default domain and update the Exchange email address policy and tenant technical notification contacts.
- Update Outlook desktop and mobile profiles, Windows/Entra device sign-in, Teams, and OneDrive sign-in on affected devices, with CIT guiding staff through the re-sign-in procedure.
- Update SonicWALL VPN authentication and notification settings, scan-to-email on copiers, server and backup notification addresses, and any on-prem service accounts identified in Phase 1.
- Update Barracuda ESS user lists and outbound sender configuration to the new primary addresses.
- Monitor mail flow in both directions on both domains, allowing overnight for attribute propagation, and resolve delivery issues.

Post-Cutover and Hardening

- Confirm Conditional Access, MFA, and SSO integrations function with the new UPNs; recreate or re-consent any enterprise applications that required it.
- Confirm shared mailbox delegation, distribution list membership, Teams membership, and SharePoint/OneDrive access are unchanged.
- Provide the City with a vendor/agency notification list and track completion of external contact-of-record updates during the 30-day post-cutover support window.
- Update CIT documentation (IT Glue, Halo, Liongard, and monitoring) to the new domain.

Project Management

- CIT will assign a dedicated resource to serve as the Project Manager ("Project Manager"). The Project Manager will be responsible for overseeing the project, coordinating CIT resources, and serving as the primary point of contact for the Customer. Responsibilities will include.
  - Facilitating a project kickoff meeting or communication.
  - Managing project scope, including facilitating and documenting formal change requests.
  - Developing and maintaining the project schedule.
  - Leading regular status meetings with stakeholders, in accordance with the frequency agreed in the Project Plan.
  - Maintaining live project status updates within the Customer Portal, where the Customer may view reports at any time.
  - Performing additional project management activities as defined in this Statement of Work
  - Conducting post project QA
  - Facilitate a formal project closure, which may include a Project Closure meeting.

CIT Change Orders

- CIT establishes change management procedures to initiate changes to the services identified in the SOW. A change typically occurs when either party encounters any of the following situations during service delivery:
  - Either party identifies new requirements not included in the original service's scope
  - Either party changes the direction and intent of this Service, which requires CIT to rework the services.
  - Changes less than 20% of the original scope will be managed informally with email verification by the PM.
  - Changes greater than 20% of the original scope will be managed with a formal approval process.

Assumptions and Prerequisites

- The City is responsible for obtaining the new .gov through CISA's get.gov program (no cost to the City) and for designating the authorizing official and domain manager; CIT will assist with the application and the required name server delegation. Phase 2 cannot start until the .gov domain is approved and delegated.
- Minnesota Statutes requires the .gov domain for the City's website; email transition to the same domain is the recommended practice and the subject of this SOW. The website move is coordinated with, but performed by, TechBytes.

- TechBytes (or the DNS host the City designates) will make DNS changes within the agreed cutover timeline, or will grant CIT delegated access to the zone.
- Barracuda Email Security Service, EasyDMARC, KnowBe4, and Dark Web Monitoring remain the City's email security stack through the transition; no additional Microsoft 365 or Barracuda licensing is required to add a domain. Microsoft 365 licensing status: already covered by the City's existing subscriptions; any license cleanup identified in the Phase 1 inventory will be quoted separately.
- Phase 1 is priced as a fixed scope. Phase 2 is priced on the current inventory (approximately 48 enabled accounts, 13 functional/shared mailboxes, 14 SharePoint sites, 43 devices, 2 firewalls, and 5 servers); material findings in Phase 1 (for example, a large number of SSO-bound applications or vendor portals requiring on-site assistance) will be presented as a change order before Phase 2 begins.
- The City will provide an internal point of contact with authority to approve the cutover window and to update external contact-of-record entries that require City credentials (state portals, banking, payroll, insurance).
- End users should expect a brief one-time re-sign-in on Outlook, Teams, OneDrive, mobile devices, and VPN after cutover; no mailbox data is migrated or moved, and no downtime beyond that re-sign-in is anticipated.
- Project work is performed remotely during business hours; the cutover itself is scheduled during a low-activity window agreed with the City. On-site assistance, if requested, is billed at the agreement's on-site rate.

Current Environment

- Microsoft 365 tenant gilbertmn.onmicrosoft.com, cloud-only identity (no Entra Connect / on-prem directory sync). The on-prem domain controller GILBERT-DC1 is not synced to the tenant.
- 51 user objects (48 enabled, 3 external guests), roughly 45 licensed accounts across Microsoft 365 Business Standard (21), Exchange Online Plan 1 (21), Business Premium (1), Business Basic (1), and Microsoft 365 Apps for Business (2). Several accounts are functional/role mailboxes (Info, clerk, fire, water, wwtp, campground, locate, pdgeneral, point-of-sale, Scanner, Utility, AP, sfmp) that are likely referenced by outside parties and printed materials.
- 14 SharePoint sites and 31 OneDrive libraries; a tenant-level Conditional Access policy set; 43 Entra-registered Windows devices (no Intune management).
- Public DNS for gilbertmn.org is hosted on TechBytes (ns1/ns2.techbytescomp.com) with InMotion Hosting name servers also delegated; the City's website and ftp.gilbertmn.org resolve to InMotion Hosting. Dustin Miller (TechBytes) is the City's web/DNS contact and is already engaged on Halo ticket 4400666 (opportunity 4406428).
- Inbound mail routes through Barracuda Email Security Service (MX d272851a/b.ess.barracudanetworks.com), not directly to Exchange Online.
- SPF authorizes Exchange Online plus five third-party IP addresses and an include for cwpowerit.com; DKIM is published; DMARC is enforced at p=reject with EasyDMARC reporting. All of this must be rebuilt for gilbertmn.gov before any mail is sent from the new domain.

Quote information:
Quote #4406428-1
Prepared on: 10/12/2026
Expires: 11/11/2026
Account Executive: Nick Lesneski | Nick.Lesneski@citsolutions.net | (651) 255-5734
https://www.citsolutions.net

Proposal Summary

Dependency Analysis and Primary Domain change

Prepared for:
City of Gilbert
16 S Broadway St
Gilbert MN 55741

Ship to:
City of Gilbert
16 S Broadway St
Gilbert, MN 55741

One-time costs

Optional	Description	Qty	Unit Price	Price Including Tax
	CIT Services			**$12,864.00**
N	CIT Project Management Rate assuming prepaid retainer funds + Managed Services Discount	8	$126.00	$1,008.00
N	CIT Services Engineer Rate assuming prepaid retainer funds + Managed Services Discount	64	$185.25	$11,856.00
N	CIT Services Engineer (After Hours) Rate assuming prepaid retainer funds + Managed Services Discount	0	$277.50	$0.00

Subtotal:	$12,864.00
Tax:	$0.00
Total:	**$12,864.00**

Notes:

Please note: Items marked with "Y" (Yes) in the optional column are not included in the subtotal, tax, or total calculations.

Acceptance and Incorporation by Reference

This Proposal, together with the terms and conditions set forth in the Master Services Agreement, Service Attachments and all other agreements identified on Exhibit A (the agreements identified on Exhibit A are hereafter collectively referred to as the "Ancillary Agreements") is between Computer Integration Technologies, a Minnesota corporation (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the signature block at the end of this Proposal (sometimes referred to as "You," Your," or "Client").

PRIORITY OF NEGOTIATED AGREEMENTS: Notwithstanding anything to the contrary herein, if Client and Provider have previously entered into a separately negotiated and mutually executed Master Services Agreement or a formal Amendment to the MSA ("Negotiated Agreement") with an effective date of 10/01/2025 or later, the terms of that Negotiated Agreement shall supersede any conflicting terms in the online Ancillary Agreements referenced on Exhibit A. If no such Negotiated Agreement exists, the following incorporation terms shall apply:

Client and Provider expressly agree that the terms and conditions set forth in the Ancillary Agreements are hereby incorporated into this Proposal by reference as if fully set forth herein, regardless of whether Client separately executed any of the Ancillary Agreements. Notwithstanding that certain provisions of the Ancillary Agreements may not facially appear applicable to every transaction or circumstance governed by this Proposal, each such provision shall be interpreted broadly and in context, and shall apply and control to the extent such provision can reasonably be construed to apply to the rights, obligations, or subject matter hereof.

This Proposal shall be effective and shall automatically become a legally binding agreement as of the first date upon which both Provider and Client have signed below (the "Effective Date"). Provider and Client are sometimes referred to separately as a "Party", or collectively as the "Parties." Any capitalized terms in this Proposal not defined herein shall have the meaning provided in any Ancillary Agreement(s) defining such capitalized term. If there is a direct conflict between this Proposal and any term or condition set forth in any of the Ancillary Agreements, the conflicting term or condition in this Proposal shall control. By signing or accepting this Proposal, Client acknowledges, represents, and warrants to Provider that Client has read and agrees to all terms and conditions set forth in the Ancillary Agreements on the Effective Date. The Parties agree that electronic signatures on this Proposal shall be relied upon and shall bind the Parties to the terms and conditions stated or incorporated by reference herein. Each Party hereby warrants and represents that such Party is authorized to execute this Proposal and perform the undertakings set forth or incorporated herein. This Proposal supersedes all prior negotiations, proposals, orders, agreements and communications between the Parties regarding all matters expressly addressed or within the reasonable scope of this Proposal or the Ancillary Agreements.

Client acknowledges and agrees that Provider may, from time to time, revise the terms and conditions of the Ancillary Agreements, provided that any such revision shall be effective only in accordance with applicable law, including prevailing legal standards for enforceable "clickwrap" or equivalent electronic consent mechanisms. Revised terms or conditions shall become binding and effective upon the earlier of: (a) Client's continued use of the applicable products or services following reasonably conspicuous notice and opportunity for Client to review the revised term(s) or condition(s); or (b) Client's affirmative acceptance of the revised term(s) via a click-through or similar method reasonably designed to confirm assent. Provider shall make revised terms reasonably available for Client review which shall indicate the date of last revision. If Client does not agree to any revised term(s), Client must discontinue use of the affected products or services and may terminate this Proposal only in accordance with termination provisions set forth in the Ancillary Agreements. Any revision(s) to the terms or conditions of the Ancillary Agreements by Provider shall apply only prospectively, unless otherwise required by applicable law or expressly stated in the revised terms.

Client further agrees that the terms of the Ancillary Agreements shall apply not only to the specific transaction described in this Proposal, but also to all other current and future transactions between Client and Provider unless and until such terms are superseded by a subsequently executed Proposal or Ancillary Agreement.

Both of the Parties, acting through their respectively authorized officers, agents, or representatives hereby execute this Proposal with the intention of being bound hereby.

Exhibit A

Click the buttons below to view the linked documents.

Master Services Agreement | Services Attachment for Managed Services | Service Attachment for Access Control Services | Service Attachment for Managed Video Surveillance | Schedule of Services | Data Processing Agreement | Schedule of Third-Party Services

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

CIT

Signature:



Name : Nick Lesneski

City of Gilbert

Signature:

Name:

Date:

Quote information:
Quote #4321765-1-A
Prepared on: 10/16/2026
Expires: 11/15/2026
Agreement Start Date:
Agreement Term:
Account Executive: Nick Lesneski | Nick.Lesneski@citsolutions.net | (651) 255-5734
https://www.citsolutions.net

Renewal Summary

Renewal Sonicwall TZ670

Prepared for:
City of Gilbert
16 S Broadway St Gilbert MN 55741

Ship to:
City of Gilbert
16 S Broadway St
Gilbert, MN 55741

Information:

Renewal Description	Renewal Serial Number	Renewal Expiration
Gilbert TZ670	18C2412CD820	10/30/2026

One-time costs

Optional	Description	Qty	Unit Price	Price Including Tax
N	SonicWall Advanced Protection Service Suite for TZ670 - 1 year	1	$1,999.00	$1,999.00

Subtotal:	$1,999.00
Tax:	$0.00
Total:	**$1,999.00**

Notes:

Acceptance and Incorporation by Reference

This Proposal, together with the terms and conditions set forth in the Master Services Agreement, Service Attachments and all other agreements identified on Exhibit A (the agreements identified on Exhibit A are hereafter collectively referred to as the "Ancillary Agreements") is between Computer Integration Technologies, a Minnesota corporation (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the signature block at the end of this Proposal (sometimes referred to as "You," Your," or "Client").

PRIORITY OF NEGOTIATED AGREEMENTS: Notwithstanding anything to the contrary herein, if Client and Provider have previously entered into a separately negotiated and mutually executed Master Services Agreement or a formal Amendment to the MSA ("Negotiated Agreement") with an effective date of 10/01/2025 or later, the terms of that Negotiated Agreement shall supersede any conflicting terms in the online Ancillary Agreements referenced on Exhibit A. If no such Negotiated Agreement exists, the following incorporation terms shall apply:

Client and Provider expressly agree that the terms and conditions set forth in the Ancillary Agreements are hereby incorporated into this Proposal by reference as if fully set forth herein, regardless of whether Client separately executed any of the Ancillary Agreements. Notwithstanding that certain provisions of the Ancillary Agreements may not facially appear applicable to every transaction or circumstance governed by this Proposal, each such provision shall be interpreted broadly and in context, and shall apply and control to the extent such provision can reasonably be construed to apply to the rights, obligations, or subject matter hereof.

This Proposal shall be effective and shall automatically become a legally binding agreement as of the first date upon which both Provider and Client have signed below (the "Effective Date"). Provider and Client are sometimes referred to separately as a "Party", or collectively as the "Parties." Any capitalized terms in this Proposal not defined herein shall have the meaning provided in any Ancillary Agreement(s) defining such capitalized term. If there is a direct conflict between this Proposal and any term or condition set forth in any of the Ancillary Agreements, the conflicting term or condition in this Proposal shall control. By signing or accepting this Proposal, Client acknowledges, represents, and warrants to Provider that Client has read and agrees to all terms and conditions set forth in the Ancillary Agreements on the Effective Date. The Parties agree that electronic signatures on this Proposal shall be relied upon and shall bind the Parties to the terms and conditions stated or incorporated by reference herein. Each Party hereby warrants and represents that such Party is authorized to execute this Proposal and perform the undertakings set forth or incorporated herein. This Proposal supersedes all prior negotiations, proposals, orders, agreements and communications between the Parties regarding all matters expressly addressed or within the reasonable scope of this Proposal or the Ancillary Agreements.

Client acknowledges and agrees that Provider may, from time to time, revise the terms and conditions of the Ancillary Agreements, provided that any such revision shall be effective only in accordance with applicable law, including prevailing legal standards for enforceable "clickwrap" or equivalent electronic consent mechanisms. Revised terms or conditions shall become binding and effective upon the earlier of: (a) Client's continued use of the applicable products or services following reasonably conspicuous notice and opportunity for Client to review the revised term(s) or condition(s); or (b) Client's affirmative acceptance of the revised term(s) via a click-through or similar method reasonably designed to confirm assent. Provider shall make revised terms reasonably available for Client review which shall indicate the date of last revision. If Client does not agree to any revised term(s), Client must discontinue use of the affected products or services and may terminate this Proposal only in accordance with termination provisions set forth in the Ancillary Agreements. Any revision(s) to the terms or conditions of the Ancillary Agreements by Provider shall apply only prospectively, unless otherwise required by applicable law or expressly stated in the revised terms.

Client further agrees that the terms of the Ancillary Agreements shall apply not only to the specific transaction described in this Proposal, but also to all other current and future transactions between Client and Provider unless and until such terms are superseded by a subsequently executed Proposal or Ancillary Agreement.

Both of the Parties, acting through their respectively authorized officers, agents, or representatives hereby execute this Proposal with the intention of being bound hereby.

Exhibit A

Click the buttons below to view the linked documents.

Master Services Agreement | Services Attachment for Managed Services | Service Attachment for Access Control Services | Service Attachment for Managed Video Surveillance | Schedule of Services | Data Processing Agreement | Schedule of Third-Party Services

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

City of Gilbert

Signature:

Name:

Date:

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 22, 2026
Subject: Information Technology Professional Services – Randall Parkhurst (Resolution 2026-25)

Background

Randall Parkhurst has provided information technology (IT) services to the City of Gilbert for approximately 12 years, supporting municipal computer systems, network infrastructure, and technology needs across City departments.

Parkhurst previously provided services under an independent contractor agreement at an hourly rate of $30, plus a $200 monthly retainer. In 2025, the City transitioned his compensation to a monthly salary arrangement.

On October 16, 2026, Parkhurst submitted a proposal requesting a new independent contractor arrangement with the following compensation:

- Hourly rate of $35 for IT services.
- Monthly retainer of $200 to support availability and responsiveness to City technology needs.
- Identification of the City officials authorized to direct and coordinate his work.

The proposed arrangement would return Parkhurst to providing services under an independent contractor agreement, with compensation based on services provided rather than a fixed monthly salary. His responsibilities would generally include network administration, troubleshooting, system maintenance, technology support, and coordination with City staff and outside technology vendors.

The City Attorney is currently reviewing/preparing a Professional Services Agreement to establish the scope of services, compensation, and applicable contractual terms.

Financial Considerations

Under the proposed arrangement, the City would pay $35 per hour for services performed, plus a $200 monthly retainer ($2,400 annually). Actual annual expenditures will depend on the number of hours required.

Council should identify the appropriate budget or fund allocation to support these services and establish any limitations on authorized expenditures.

Recommended Action

Approve Resolution 2026-25 authorizing the engagement of Randall Parkhurst for information technology services at an hourly rate of $35 and a monthly retainer of $200; direct staff to identify the appropriate budget allocation; and authorize the City Clerk-Treasurer and City Attorney to coordinate with Parkhurst to finalize a Professional Services Agreement for execution by the Mayor and Clerk-Treasurer.

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

Attachments:

- Resolution 2026-25
- Randal Parkhurst Proposal dated October 16, 2026

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-25

RESOLUTION AUTHORIZING THE ENGAGEMENT OF RANDALL PARKHURST FOR INFORMATION TECHNOLOGY SERVICES AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT

WHEREAS, the City of Gilbert requires ongoing information technology services to support municipal computer systems, network infrastructure, and technology operations; and

WHEREAS, Randall Parkhurst has provided information technology support to the City for approximately 12 years and is familiar with its existing systems and operational needs; and

WHEREAS, Parkhurst has submitted a proposal dated October 16, 2026, requesting compensation of $35 per hour and a monthly retainer of $200 under a new independent contractor arrangement; and

WHEREAS, the City Attorney is preparing a Professional Services Agreement to establish the scope of services, compensation, and applicable contractual terms; and

WHEREAS, the City Council desires to authorize the proposed engagement and direct City staff to coordinate the completion of the agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilbert, Minnesota, hereby:

1. Authorizes the engagement of Randall Parkhurst to provide information technology services to the City at an hourly rate of $35 and a monthly retainer of $200, subject to execution of a Professional Services Agreement.
2. Directs the City Clerk-Treasurer and City Attorney to coordinate with Parkhurst to finalize a Professional Services Agreement establishing the scope of services, compensation, and applicable contractual terms.
3. Directs City staff to identify the appropriate budget or fund allocation to support expenditures under the agreement, subject to available appropriations and applicable City purchasing authorization.
4. Authorizes the Mayor and Clerk-Treasurer to execute the finalized Professional Services Agreement and any necessary related documents on behalf of the City, provided the agreement is consistent with the terms authorized by this resolution and approved as to form by the City Attorney.

Council member _____moved the adoption of the foregoing resolution, and said motion was duly seconded by Council member_____, and upon vote being taken thereon, the following voted in favor thereof:
Abstention:
and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Gilber, Minnesota this 27th day of October 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

Randall A. Parkhurst
IT Independent Contractor

Nancy Sanford
City of Gilbert Clerk

10/16/2026

Dear Nancy Sanford,
This is a reply to the new proposed IT Independent Contractor contract for Randall A. Parkhurst. This new proposed contract is for $30.00 an hour which is the same amount as my contract from 1/2/2015. (See attached 2015 contract)

I have over 25 years of IT experience. I have worked for the City of Gilbert for almost 12 years without a raise in my $30.00 per hour pay. In 2025, I was moved to $3,000 a month salary because I was regularly averaging well over 100 hours a month because of the needs at the time. It actually benefited the City of Gilbert financially at that point. When I went to salary, I came in all day, every day and handled everything that came up. Considering lunches, I worked 140 hours a month for $3,000. My 2025 1099 reflected that I made $41,000 for the year but that was an error because of the timing of when my checks were cut. I was paid for December 2024 in January 2025 and paid for January 2026 in December 2025.

ZipRecruiter ***(An IT specialist with 25 years of experience*** *typically earns an hourly rate ranging from $48 to $80+ per hour as an employee (roughly $100,000 to $165,000+ per year), while* ***independent IT consultants or contractors with that level of seniority often command $75 to $150+ per hour depending on specialization.)***

I am requesting that my hourly rate be increased to $35.00 an hour in the new contract. I believe that is a very modest increase request given my years of experience, reliability, knowledge of every computer system and vendor for the City of Gilbert (including the PD, Campground, and Waste Water Plant). I am asking for only a $5.00 an hour increase because I enjoy the work, the people I work with and I feel a sense of loyalty to the job.

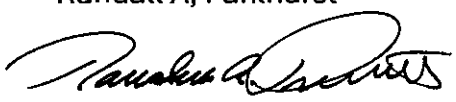
I am also requesting that that the new contract include the $200.00 monthly retainer as in my prior contracts before I went to salary. (See Attacked 2015 contract). That retainer ensures that The City of Gilbert is my top priority for response times. It also gives me some compensation for all of the things that I handle from home by phone and email when I am not being paid hourly for being in the office. I live 20 minutes away but when I am needed in the office, I generally arrive within the hour and often times sooner, unless I am out of town which is rare. Last week alone, I handled problems remotely that took about 4 hours including emails, passwords, Caselle and the website. These problems often involve communication time with city employees and outside vendors to fix the problems. I am always happy to respond to problems no matter the time of day or night.

In addition, I request that the new contract specify who is authorized to give me direction and who I report to such as the City Clerk and the Chief of Police.

In summary, I am requesting that my new IT Independent Contractor contract with the City of Gilbert include:

- $35.00 hourly rate
- $200.00 monthly retainer
- The titles of the individuals that are my supervisors

Thank you
Randall A, Parkhurst



City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 19, 2026
Subject: Seasonal Rink Attendants – Authorization to Advertise (Resolution 2026-27)

Background

As the City prepares for the upcoming winter season, Council is asked to consider authorizing recruitment for seasonal rink attendant positions.

Prior to advertising, Council should confirm the number of positions to be filled and the hourly rate of pay. For reference, the City's summer seasonal help rate was $16.00 per hour.

Recommended Action

Discuss the proposed recruitment during the working session and consider approval of Resolution 2026-27 at the regular City Council meeting, authorizing staff to advertise for seasonal rink attendant positions at the following terms:

- **Number of positions:** _____
- **Hourly rate of pay:** $_____

Staff would be directed to prepare and publish the job posting based on the approved terms.

Attachments

- Resolution 2026-27

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-27

RESOLUTION AUTHORIZING ADVERTISEMENT FOR SEASONAL RINK ATTENDANT POSITIONS

WHEREAS, the City of Gilbert operates seasonal recreation facilities and requires temporary staffing to support rink operations during the winter season; and

WHEREAS, the City Council desires to recruit seasonal rink attendants to assist with rink operations and related duties; and

WHEREAS, the City Council has considered the appropriate number of positions and hourly rate of compensation for the upcoming winter season.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilbert, Minnesota, hereby:

1. Authorizes City staff to advertise for _____ seasonal rink attendant position(s) for the upcoming winter season.
2. Establishes an hourly rate of pay of $_____ per hour for the positions.
3. Directs the Clerk-Treasurer, in coordination with appropriate City staff, to prepare and publish the job posting and coordinate the recruitment process.
4. Provides that proposed appointments shall be brought before the City Council for consideration and approval prior to hiring.

Council member _____moved the adoption of the foregoing resolution, and said motion was duly seconded by Council member_____, and upon vote being taken thereon, the following voted in favor thereof:
Abstention:
and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Gilber, Minnesota this 27th day of October 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 22, 2026
Subject: Minnesota Municipal Money Market Fund (4M) – Account Reactivation and Authorized Personnel (Resolution 2026-28)

Background

The City of Gilbert previously maintained an account with the Minnesota Municipal Money Market Fund (4M Fund), a municipal investment program sponsored by the League of Minnesota Cities.

City Clerk-Treasurer Nancy Sanford recently contacted representatives of PTMA, the 4M Fund's service provider, to explore reactivating the City's account and utilizing the program to improve interest earnings on available municipal funds.

The City currently maintains significant cash balances in its local bank accounts. Reactivating the 4M account would provide an additional option for investing available funds while maintaining access to funds needed for City operations.

Following discussions with PTMA, the City received documentation necessary to reactivate its existing account and update authorized personnel.

Proposed Account Changes

The following changes are proposed:

1. **Remove Former Clerk Access:** Remove former City Clerk Jill from the City's 4M account and associated account access.
2. **Add Clerk-Treasurer Nancy Sanford:** Designate Nancy Sanford as the City's primary authorized representative, with authority to administer the account and conduct transactions consistent with City policies and applicable law.
3. **Add Mayor Karl Oberstar, Jr.:** Establish view-only account access for Mayor Oberstar, allowing account monitoring without authority to initiate transactions.
4. **Reactivate 4M Account:** Authorize execution of the 4M Fund Instrument of Adoption and other necessary documentation to reactivate the City's existing account.
5. **Establish Banking Instructions:** Authorize the Clerk-Treasurer to coordinate appropriate ACH banking instructions and account transfers, subject to applicable City financial policies and authorization procedures.

Financial Considerations

The 4M Fund provides an alternative for investing available municipal funds and earning interest income. Actual earnings will depend on invested balances and prevailing rates.

The proposed action does not establish a specific initial investment amount. The Clerk-Treasurer would be responsible for determining available funds and coordinating transfers consistent with the City's cash management needs, investment policies, and applicable Minnesota law.

Recommended Action

Approve Resolution 2026-28 at the regular October 27, 2026 Council meeting, authorizing reactivation of the City's Minnesota Municipal Money Market Fund (4M) account; removing the former Clerk's account access; designating Clerk-Treasurer Nancy Sanford as the primary authorized representative and Mayor Karl Oberstar, Jr. with view-only access; and authorizing execution of the necessary account, investment, and banking documents.

Attachments:

- Resolution 2026-28
- 4M Fund Declaration of Trust

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-28

RESOLUTION AUTHORIZING REACTIVATION OF THE CITY'S MINNESOTA MUNICIPAL MONEY MARKET FUND (4M) ACCOUNT AND DESIGNATING AUTHORIZED PERSONNEL

WHEREAS, the City of Gilbert previously established an account with the Minnesota Municipal Money Market Fund (4M Fund), a municipal investment program organized pursuant to Minnesota Statutes § 471.59; and

WHEREAS, the City Council desires to reactivate its existing 4M Fund account to provide an additional investment and cash management option for available municipal funds; and

WHEREAS, the 4M Fund requires updated documentation identifying individuals authorized to administer, access, and conduct transactions on behalf of the City; and

WHEREAS, due to recent changes in City administration, it is necessary to remove former authorized personnel and designate current City officials for purposes of account management; and

WHEREAS, the City Council desires to authorize the Clerk-Treasurer to administer the account and provide the Mayor with view-only access.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilbert, Minnesota, hereby:

1. Approves reactivation of the City's existing Minnesota Municipal Money Market Fund (4M Fund) account and authorizes the City's continued participation in the Fund in accordance with the applicable Declaration of Trust, Minnesota law, and City investment policies.
2. Authorizes removal of former City Clerk Jill from the City's 4M Fund account and directs the Fund administrator to terminate her account access and transaction authority.
3. Designates Nancy Sanford, City Clerk-Treasurer, as the City's primary authorized representative, with full account administration and transaction authority, including the ability to coordinate deposits, withdrawals, transfers, and account information updates, subject to applicable law, City policies, and financial controls.
4. Designates Karl Oberstar, Jr., Mayor, as an authorized individual with view-only access to the City's 4M Fund account, without authority to initiate financial transactions.
5. Authorizes the Clerk-Treasurer to coordinate banking and ACH instructions necessary for the operation of the account, including transfers between authorized City bank accounts and the 4M Fund, consistent with applicable City investment policies and cash management procedures.
6. Authorizes the Mayor and Clerk-Treasurer to execute the 4M Fund Instrument of Adoption, Authorized Personnel Information Forms, ACH instructions, and other documents necessary to implement the actions authorized by this resolution, subject to review of applicable terms.
7. Directs the Clerk-Treasurer to maintain appropriate records of account transactions, balances, and investment earnings as part of the City's regular financial accounting and reporting procedures.

BE IT FURTHER RESOLVED, that the authorization granted herein shall remain in effect until modified or revoked by subsequent action of the City Council and written notification to the 4M Fund administrator.

Council member _____moved the adoption of the foregoing resolution, and said motion was duly seconded by Council member_____, and upon vote being taken thereon, the following voted in favor thereof:
Abstention:
and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Gilber, Minnesota this 27th day of October 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

MINNESOTA MUNICIPAL MONEY MARKET FUND

(A Minnesota entity formed
pursuant to the
Minnesota Joint Powers Act)

DECLARATION OF TRUST

(As adopted in January, 1987 with
amendments adopted on February 2, 1994)

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WITNESETH

WHEREAS, Minnesota Statutes, Section 471.59 (the "Joint Powers Act") provides, among other things, that governmental units (as such term is defined therein), by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the term "governmental unit" is defined in the Joint Powers Act to include municipality as defined herein; and

WHEREAS, all of the Initial Participants are Municipalities of the State of Minnesota that desire to enter into an agreement and thereby establish an entity for joint investment, under the provisions of the aforementioned Joint Powers Act, pursuant to this Declaration of Trust for the purpose of combining their respective available investment funds not currently needed by such Municipalities so as to enhance the investment opportunities available to them and increase the investment earnings accruing to them respectively; and

WHEREAS, this Declaration of Trust is intended to be an agreement entered into pursuant to the Joint Powers Act for the purpose of better exercising the Participants' power to invest their respective funds in accordance with the Laws of the State of Minnesota; and

WHEREAS; the Board or Council of each of the Initial Participants has daily adopted a resolution authorizing the applicable Initial Participant to become a party to, and has approved, this Declaration of Trust pursuant to the Joint Powers Act; and

WHEREAS, the Board or Council of each of the Initial Participants, by its aforementioned approval of this Declaration of Trust, has authorized the investment of funds of such Initial Participant in investments of the nature permitted by Minnesota Law, as applicable, and in the manner contemplated by this Declaration of Trust; and

WHEREAS, it is proposed that the beneficial interest in the 4M Fund's assets shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the 4M Fund or its agent; and

WHEREAS, the Initial Participants anticipate that other Municipalities of the State of Minnesota may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Initial Participants hereby declare that all monies, assets, securities, funds, and property now or hereafter acquired pursuant to this agreement shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

The 4M Fund

1.01 Name. The name of the common law trust created by this Declaration of Trust shall be "Minnesota Municipal Money Market Fund" (the 4M Fund) and, so far as may be practicable, the Trustees shall conduct the 4M Fund's activities, execute all documents and sue or be sued under that name, which name (and the word "4M Fund" wherever used in this Declaration of Trust except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants, or Participants of the 4M Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the 4M Fund as they deem proper, and the 4M Fund may hold property and conduct its activities under such designation or name. The Trustees shall take such actions as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the Laws of the State of Minnesota or the United States of America so as to protect and reserve the right of the 4M Fund in and to such name.

1.02 Purpose; Only Certain Minnesota Municipalities to be Participants.

(a) The purpose of the 4M Fund is to provide a means through which Municipalities may jointly and cooperatively exercise their power to invest their respective available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Minnesota, from time to time in effect, governing the investment of the Municipal Funds. Only Municipalities organized under the Laws of the State of Minnesota may become Participants. A Municipality may become a party to this Declaration of Trust and may place monies in the 4M Fund only after its Board or Council has duly adopted a resolution or taken other applicable official action, authorizing such Municipality to become a Participant of the 4M Fund and adopting this Declaration of Trust.

(b) It is not necessary for a municipality to place any funds in the 4M Fund to become a Participant, and no minimum investment balance must be maintained by a Municipality which has become a Participant in order for such Municipality to continue to be a Participant.

1.03 Location. The 4M Fund shall maintain an office of record in the State of Minnesota and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the 4M Fund shall be: c/o League of Minnesota Cities, 183 University Avenue East, St. Paul, Minnesota 55101. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

1.04 Nature of 4M Fund and Declaration of Trust.

(a) The 4M Fund Shall be a common law trust (also known as a business trust) organized and existing under the Laws of the State of Minnesota. The 4M Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company, joint stock association or joint stock company. The Participants shall be beneficiaries of the 4M Fund, and their relationship to the

Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Declaration of Trust is an agreement of indefinite term regarding the joint or cooperative exercise of a power common to the parties thereto within the meaning of the Joint Powers Act.

1.05 Definitions. As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

“Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.01 hereof.

“Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.03 hereof as the same may be amended from time to time.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.01 hereof.

"Affiliate” shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

“Board of Trustees" or "Trustees" shall mean the Board of Directors of the League of Minnesota Cities.

"Certification of Designation” shall mean a certificate in substantially the form of Exhibit A attached to this agreement.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Administrator under the applicable provisions of Section 11.02 hereof.

"Custodian Agreement" shall mean the agreement with the Custodian referred to in Section 11.01 hereof as the same may be amended from time to time.

"Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to "Declaration", "hereof", "herein", "hereby", and “hereunder” shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

“Employee of a Municipality” or "Municipal Employee" shall mean a director of finance, a finance official or other managerial employee of a Municipality charged with responsibility for municipal finance.

"4M Fund" shall mean the common law trust created by this Declaration of Trust.

"4M Fund Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the 4M Fund or the Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the 4M Fund or the Trustees.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the 4M Fund to

participants and potential Participants of the 4M Fund as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean the City of Minnetonka and the League of Minnesota Cities which the Municipalities initially formed the 4M Fund by the execution and adoption of this Declaration of Trust.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Section 3.02 hereof as the same may be amended from time to time.

"Joint Powers Act" shall mean Minnesota Statutes, Section 471.59.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

"Participants" shall mean the Initial Participants and the Municipalities which adopt this Declaration of Trost pursuant to Section 14.06 hereof.

"Permitted Investments" shall mean the investments referred to in Paragraph (b) or Section 2.02 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (which are or are not legal entities) and governments and agencies and political subdivisions thereof.

"Portfolio" shall mean one of the pool of funds established by the Trustees pursuant to Article VI hereof.

"Board" or "Council" shall mean the governing body of a Municipality as defined herein.

"Municipality" shall mean county, city, town, public authority, public corporation, public commission, special district, any other political subdivision, or an agency of the state or its subdivisions and any "instrumentality" (as that term is defined in the Joint Powers Act) of a municipality.

"Share" shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in the Fund Property as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"Technical Advisory Board" shall mean the persons appointed by the Trustees to act as technical advisors to the Trust.

ARTICLE II

Powers of the Trustees

2.01 General. Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and

authority over the 4M Fund Property and other affairs of the 4M Fund to the same extent as if the Trustees were the sole and absolute owners of the 4M Fund Property in their own right, and with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the 4M Fund or promoting the interests of the 4M Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order or, resort to, any court.

2.02 Permitted Investments. The Trustees shall have full and complete power, subject in all respects to Article IV hereof,

(a) to conduct, operate and provide an investment program for the Participants; and

(b) for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments as permitted by Law (the "Permitted Investments"). Permitted Investments include, without limitation, as of the date hereof, the following:

(i) any security which is a direct obligation of or is guaranteed as to payment of principal and interest by the United States of America or any agency or instrumentality thereof;

(ii) shares of an investment company (1) registered under the federal investment company act of 1940, whose shares are registered under the federal securities act of 1933, and (2) whose only investments are in securities described in the preceding clause and repurchase agreements fully collateralized by those securities, if the repurchase agreements are entered into only with those primary reporting dealers that report to the Federal Reserve Bank of New York and with the 100 largest United States commercial banks;

(iii) any security which is a general obligation of the State of Minnesota or any of its municipalities;

(iv) bankers acceptances of United States banks eligible for purchase by the Federal Reserve System;

(v) commercial paper issued by United States corporations or their Canadian subsidiaries that is of the highest quality and matures in 270 days or less;

(vi) deposits in a national bank or in a state bank or thrift institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that any such deposit shall be insured, bonded or collateralized in the manner required by Law and that any such bank or thrift institution shall meet criteria designated from time to time by the Trustees;

(vii) repurchase agreements (a) with any bank qualified as a depository of money held in the debt service fund of a municipality of the State of Minnesota or (b) with any national or state bank in the United States of America which is a member of the Federal Reserve System and whose combined capital and surplus equals or exceeds $10,000,000 or (c) with a Primary

Reporting Dealer in United States Government Securities to the Federal Reserve Bank of New York as such term is defined in Minnesota Statutes, Section 475.51, Subdivision 11 or (d) a securities broker-dealer having its principal executive office in Minnesota, licensed pursuant to Chapter 80A or an affiliate of it, regulated by the Securities and Exchange Commission and maintaining a combined capital and surplus of $40,000,000 or more, exclusive of subordinated debt; and

(viii) Reverse repurchase agreement to the extent permitted under Minnesota Statute section 475.76.

(ix) such other investment instruments now or hereafter permitted by applicable Law for the investment of monies of Municipalities organized under the laws of the State of Minnesota.

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the 4M Fund. Except as otherwise provided in this Declaration of Trust, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by Trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust, that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within the terms of this Declaration of Trust, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by Trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration of Trust.

2.03 Legal Title.

(a) Legal title to all of the 4M Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any 4M Fund Property to be held, on behalf of the Participants, by or in the name of the 4M Fund, or in the name of any other Person as nominee, on such terms, in such manner and with such powers as the Trustees may determine, so long as in their judgment the interest of the 4M Fund is adequately protected.

(b) The right, title and interest of the Trustees in and to the 4M Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their election to the Board of Directors of the League of Minnesota Cities and qualification without any further act. Upon the expiration of term of office, resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the 4M Fund Property, and the right, title and interest of such Trustee in and to the 4M Fund Property shall vest automatically in the remaining Trustees without any further act.

2.04 Disposition of Assets. Subject in all respects to Article IV hereof and to the Laws from time to time applicable to Municipalities of the State of Minnesota, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all 4M Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment,

bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the 4M Fund, to give consents and make contracts relating to 4M Fund Property or its use.

2.05 Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind of nature, validly and lawfully imposed upon or against the 4M Fund or the Trustees in connection with the 4M Fund Property or upon or against the 4M Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

2.06 Rights as Holders of 4M Fund Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the 4M Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.07 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the 4M Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of 4M Fund Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a committee of the Trustees as provided in Section 9.09 hereof) or to officers, employees or agents of the 4M Fund (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the 4M Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the 4M Fund.

2.08 Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the 4M Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the 4M Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the 4M Fund; (v) to exercise any power of sale held by them, and to convey good title hereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any person which form a part of the 4M Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees: as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and

to execute and enter into releases, agreements and other instruments and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

2.09 Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment therefor; and (iii) to pay appropriate compensation or fees from the funds of the 4M Fund to Persons with whom the 4M Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the 4M Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the 4M Fund.

2.10 Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the 4M Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in clause (iv) of Section 4.02 of this Declaration of Trust, but only if and to the extent permitted by Law.

2.11 Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now or hereafter be permitted by Law, any monies or funds, included in the 4M Fund Property, and intended to be used for the payment of expenses of the 4M Fund or the Trustees, with one or more banks, or thrift institutions meeting the requirements of Section 2.02(b)(vi) hereof. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank or thrift institution with which the monies, investments, or securities have been deposited. Each such bank or thrift institution shall comply, with respect to such deposits, with all applicable requirements of all applicable Laws, including, but not limited to, Laws of the State of Minnesota relating to Municipalities.

2.12 Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the 4M Fund Property and to revalue the 4M Fund Property.

2.13 Fiscal Year: Accounts. The Trustees shall have full and complete power to determine the fiscal year of the 4M Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the 4M Fund shall terminate on June 30 and commence on July 1, of each calendar year.

2.14 Concerning the 4M Fund and Certain Affiliates.

(a) The 4M fund may enter into transactions with any Affiliate of the 4M Fund or of the Adviser, the Administrator, or the Custodian or of any Trustee, officer, director of employee of the 4M fund or with any Affiliate of an agent of the 4M Fund or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) had, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the 4M Fund) who is a party to the transaction or transactions with the 4M Fund and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the 4M Fund and the Participants and at least as favorable to them as similar arrangements for comparable

transactions (of which the Trustees have knowledge) with organizations unaffiliated with the 4M Fund or with the Person who is a party to the transaction or transactions with the 4M Fund.

(b) Except as otherwise provided in this Declaration of Trust or in the Laws of the State of Minnesota, in the absence of fraud, a contract, act or other transaction between the 4M Fund and any other Person, or in which the 4M Fund is interested, is valid and no Trustee, officer, employee or agent of the 4M Fund shall have any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person. or (ii) one or more of the Trustees, officers, employees, or agents of the 4M Fund, individually or jointly with or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is approved by a majority of the Participants.

(c) Any Trustee or officer, employee, or agent of the 4M Fund may, in his personal capacity, or in a capacity as Trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the 4M Fund, which interests and activities may be similar to those of the 4M Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the 4M Fund shall be free of any obligation to present to the 4M Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the 4M Fund, even if such opportunity is of a character which, if presented to the 4M Fund, could be taken by the 4M Fund.

(d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the 4M Fund may be interested as Trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the 4M Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the 4M Fund.

(e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14 the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Minnesota concerning conflicts of interest, including, but not limited to, Minnesota Statutes, Sections 471.87 and 471.88, or any other Law limiting the Participants' power to enter into such transaction, and the By-Laws of the 4M Fund may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified Persons a continuing and suitable investment program, consistent with the investment policies and objectives of the 4M fund set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the

investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.07 and Section 3.01 hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the Adviser.

2.16 Power to Contract, Appoint, Retain, and Employ.

(a) Subject to the provisions of Section 2.07 and Section 3.01 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person or suitable qualifications and high repute (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the 4M Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things: (i) serve as the 4M Fund's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the 4M Fund's administrator or co-administrator (iii) furnish reports to the Trustees and provide research, economic and statistical data in connection with the 4M Fund's investments; (iv) act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select, and, on behalf of the 4M Fund, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person; (vii) act as attorney-in-fact of agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the 4M Fund as may be agreed upon with the Trustees.

(b) The manner of employing, engaging, compensating, transferring, or discharging any Person as an employee of the 4M fund shall be subject to Minnesota Law. For purposes of the preceding sentence, "employee of the 4M Fund" shall not include independent contractors such as the Adviser, the Administrator, the Custodian, counsel or independent accountants and their respective employees.

2.17 Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of 4M Fund Property, insurance policies insuring the 4M Fund and the Trustees, officers, employees and agents of the 4M Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the 4M Fund or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the 4M Fund would have the power to indemnify such Person against such liability.

2.18 Seal. The Trustees shall have full and complete power to adopt and use a seal for the 4M Fund, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the 4M Fund.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.03 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the 4M Fund has dealings, including, without limitation, the Adviser, the Administrator, and the Custodian, to such extent as the Trustees shall determine.

2.20 Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the 4M Fund may default or is in default under the terms of any obligation to the 4M Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the 4M Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the 4M Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Trustees shall have full and complete power to prepare, publish and distribute an Information Statement or Statements regarding the 4M Fund and to amend or supplement the same from time to time.

2.22 Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the 4M Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the 4M Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the 4M Fund Property.

2.23 Compliance with Laws. The Trustees shall at all times exercise all powers granted hereunder in compliance with, and the operations of the 4M fund shall at all times be conducted in accordance with, the applicable Laws of the State of Minnesota.

2.24 Tax or Aid or Revenue Anticipation Borrowing. Notwithstanding the provisions of Section 2.10 or 4.02 or any other provision of this Declaration, the Trustees shall have full and complete power to borrow money or incur indebtedness as a part of a program of tax or aid or revenue anticipation borrowing by Participant Municipalities. They shall have the power to issue such obligations on behalf of the Participants, coordinate the issuance of such obligations by the Participants, to become members of joint powers entities authorized to issue or coordinate the issuance of such obligations, or to enter into contracts or agreements of any nature authorized by law related to the issuance of such obligations. The assets of the 4M Fund itself shall not be pledged by the Trustees to the repayment of any portion of such borrowing and any obligations issued shall not constitute a debt of the 4M Fund, shall not be payable from or be a charge upon any assets of the 4M Fund, shall not give rise to any pecuniary liability of the 4M Fund, and shall not be enforceable against any property of the 4M fund, other than amounts received from participating Municipalities in connection with that anticipation borrowing program which are pledged to the repayment of the borrowing or obligations. The Trustees shall have such powers as necessary to conduct or participate in such anticipation borrowing programs as approved by the Trustees, including a program of investment of obligation proceeds.

ARTICLE III

Technical Advisory Board, Investment Adviser, Administrator, and Custodian

3.01 Appointment. The Trustees are responsible for the general investment policy and program of the 4M Fund and for the general supervision and administration of the business and affairs of the 4M Fund conducted by the officers, agents, employees, investment advisers, administrators, or independent contractors of the 4M Fund. The Trustees are not required personally to conduct all of the routine business of the 4M fund and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser as an investment adviser to the Trustees, an Administrator as an administrator for the 4M Fund and a Custodian may grant or delegate such authority to the Adviser and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable, for the efficient management of the 4M Fund, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries. The Trustees may appoint one or more persons to serve jointly as Co-Advisers and one or more persons to serve jointly as Co-Administrator. The same person may serve simultaneously as the Administrator and as the Adviser, but no person serving as the Administrator or as the Adviser may serve as the Custodian. Piper Capital Management, Inc., a subsidiary of Piper Jaffray Companies, Inc., a corporation organized and existing under the Laws of the State of Delaware, is appointed as the initial Administrator and Adviser for the 4M Fund. Marquette Bank Minneapolis is appointed as the initial Custodian for the 4M Fund. The Trustees shall appoint a Technical Advisory Board to assist the Trustees in the development of policies and the overseeing and reviewing of the activities of the 4M Fund. The Technical Advisory Board shall be made up of such individuals as the Trustees deem advantageous to the Fund. The composition of the Technical Advisory Board may be changed from time to time in the discretion of the Trustees.

3.02 Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the 4M Fund and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of the 4M Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Adviser.

3.03 Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the 4M Fund and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Administrator.

3.04 Duties of Custodian. The duties and qualifications of the Custodian shall be those set forth in Article II herein.

3.05 Successors. In the event that, at any time, the position of Adviser, Administrator, or Custodian shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser, Administrator, or Custodian. A predecessor shall assist and cooperate with the 4M Fund in the smooth and orderly transition in the event a successor Adviser, Administrator, or Custodian is appointed for any reason.

ARTICLE IV

Investments

4.01 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.02 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the 4M Fund the highest possible investment yield, while maintaining liquidity and preserving capital by investing in Permitted Investments in accordance with applicable provisions of Law, as may be set forth more fully in the 4M Fund's Information Statement or Statements, as the same may be amended from time to time.

4.02 Restrictions Fundamental to the 4M Fund. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the 4M Fund:

(i) May not make any investment other than investment authorized by the provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;

(ii) Except as provided herein, may not purchase any Permitted Investment which has a maturity date more than 397 days from the date of the 4M Fund's purchase thereof, unless subject, at the time of such purchase by the 4M Fund to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the 4M Fund within 397 days. The 4M Fund may invest in floating rate government and agency securities with maturities of three years or less if there is a coupon reset period within 397 days of the date of the 4M Funds purchase thereof.

(iii) May not purchase any Permitted Investment if the effect of such purchase by the 4M Fund would be to make the average dollar weighted maturity of any portfolio greater than that which has been designated by the Trustees as the intended average dollar weighted maturity of the portfolio to which the purchase of such permitted investment relates, provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed to mature on the day on which the 4M Fund is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the 4M Fund may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) May not borrow money or incur indebtedness except to facilitate as a temporary measure:

(a) withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments;

(b) for a period not to exceed one business day withdrawal requests pending receipt of collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the withdrawal requests; or

(c) for a period not to exceed one business day, the purchase of Permitted Investments pending receipt of collected funds from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments;

(v) May not make loans, provided that the 4M Fund may make Permitted Investments;

(vi) May not hold or provide for the custody of any 4M Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law;

(vii) Except as permitted by Section 2.02 (b) (ii) hereof, may not purchase securities or shares of investment companies or any entities similar to the 4M Fund; and

(viii) Except to facilitate reverse repurchase agreements permitted by Minnesota Statute section 475.76, may not pledge assets except to secure indebtedness permitted by (iv) of this Section 4.02; however in the case of indebtedness secured under Section 4.02 (iv) (b) or (c) hereof, it may pledge assets only to the extent of the actual funds in the account of a participant on whose behalf the permitted indebtedness was incurred plus an amount equal to that amount which that Participant has notified the 4M Fund that it intends to deposit in its account on that date.

For the purposes of this Section 4.02, the phrase "Responsible Person" shall mean a person with which the 4M Fund is authorized to enter into agreements pursuant to Section 2.02 (b) (vii) hereof.

4.03 Amendment of Restrictions. The restrictions set forth in Section 4.02 hereof are fundamental to the operation and activities of the 4M Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the 4M Fund to the Laws of the State of Minnesota and the United States of America as they may from time to time be amended.

ARTICLE V

Limitations of Liability

5.01 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with 4M Fund Property or the affair of the 4M Fund; and no Trustee, officer employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be subject to any personal liability whatsoever in tort contract or otherwise, to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the 4M Fund and except that the Investment Advisory Agreement and the

Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of the 4M Fund Property to those permitted by Law and this Declaration of Trust.

5.02 Liability to the 4M Fund or to the Participants. No Trustee officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be liable to the 4M Fund or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of the 4M Fund Property to those permitted by Law and this Declaration of Trust; provided, however, that the provisions of this Section 5.02 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund.

5.03 Indemnification.

(a) The 4M Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.03 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the 4M Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

(b) The 4M Fund shall indemnify each of its Trustees and officers, and employees and agents (including, without limitation, the Adviser, the Administrator and the Custodian) designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the 4M Fund or any other Person, whether civil or criminal in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) except as to any matter as to which he acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence or, in the case of the Adviser, Administrator, or the Custodian in willful or negligent violation of the restrictions on investments of the 4M Fund Property; provided, however, that the provisions of this Section5.03 shall not be construed to permit the indemnification of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the 4M FUND SHALL HAVE RECEIVED A WRITTEN OPINION FROM INDEPENDENT COUNSEL

APPROVED BY THE Trustees to the effect that if the foregoing matters had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or agent were meritorious. The rights accruing to any Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) under the provisions of this paragraph (b) of this Section 5.03 shalt not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the 4M Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.03, provided that the indemnified Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the 4M Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Trustee, an officer, an employee or an agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.07 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.01 and 5.02 and this Section 5.03) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

5.04 Surety Bonds. No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

5.05 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the 4M Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

5.06 Recitals. Any written instrument creating an obligation of the 4M Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the 4M fund only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee or agent of the 4M Fund. Any written instrument creating an obligation of the 4M Fund shall refer to this Declaration of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the 4M Fund, and that only the 4M Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.06 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the 4M Fund.

5.07 Reliance on Experts, etc. Each Trustee and each officer of the 4M Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the 4M Fund, upon an opinion of counsel or upon reports made to the 4M Fund by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants,

appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the 4M Fund.

5.08 Liability Insurance. The Trustees shall maintain insurance for the protection of the 4M Fund Property and the Trustees, Participants, officers, employees and agents (not including Adviser, Administrator, or Custodian) of the 4M Fund in such amount as the Trustees shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

5.09 No Waiver. Nothing in this Declaration of Trust shall be construed as constituting the waiver of any immunity from liability available to the 4M Fund or the Trustees, Participants, officers, employees or agents of the 4M Fund pursuant to any applicable provision of Law.

ARTICLE VI

Interests of Participants

6.01 General.

(a) The beneficial interest of the Participants hereunder in the 4M Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. The beneficial interest hereunder measured by the Shares shall not, except to the extent if any set forth herein or in the applicable Certificate of Designation, entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the 4M Fund or the 4M Fund Property. Title to the 4M Fund Property of every description and the right to conduct any affairs hereinbefore described are vested in the Trustees on behalf and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the 4M Fund nor can they be called upon to share or assume any losses of the 4M Fund or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as provided in Section 10.02 hereof.

The Trustees. in their discretion, from time to time. may authorize the division of Shares into two or more series. or the establishment of two or more series of Shares, each such series relating to a separate Portfolio of investments. All references to Shares in this Declaration of Trust shall be deemed to be Shares of any one series, any one or more series, or all series as the context may require.

(b) If the Trustees decide to establish a separate Portfolio of investments or divide the Shares into two or more series. the following provisions shall be applicable:

(i) The number of Shares of each series or Portfolio that may be used to measure the respective beneficial interests of the Participants in the particular Portfolio of investments to which such series or Portfolio relates shall be unlimited.

(ii) Unless otherwise provided in an applicable Certificate of Designation, all Shares of a series or of a Portfolio shall be of one class representing equal distribution, liquidation and other rights.

(iii) The Trustees shall have the power to invest and reinvest the Fund Property applicable to each Portfolio in accordance with the investment policies and restrictions set forth in this Declaration of Trust, the Bylaws, or otherwise. The Trustees may establish more restrictive investment policies and restrictions for any particular Portfolio.

(iv) All funds received by the Fund from a Participant with respect to a particular Portfolio, together with all assets in which such funds are invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and (except to the extent otherwise determined by the Trustees pursuant to Section 10.04 hereof) any fund or payments derived from any reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to that Portfolio for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of the Fund. In the event that there are any assets, income, earnings, profits, and proceeds thereof, funds, or payments which are not readily identifiable as belonging to any particular Portfolio, the Trustees shall allocate them among any one or more of the Portfolios (or to a reserve pursuant section 10.04 hereof) established and designated from time to time in such manner and on such basis as they, in their sole discretion, deem fair and equitable. Each such allocation by the Trustees shall be conclusive and binding upon the participant of all Portfolios for all purposes.

(v) The assets belonging to each particular Portfolio shall be charged with the liabilities of the Fund in respect of that Portfolio and all expenses, costs, charges and reserves attributable to that Portfolio in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Any general liabilities, expenses, costs, charges, or reserves of the Trust which are not readily identifiable as attributable to any particular Portfolio shall be allocated and charged by the Trustees to and among any one or more of the Portfolios established and designated from time to time in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Each allocation of liabilities, expenses, costs, charges, and reserves by the Trustees shall be conclusive and binding upon the Participants of all Portfolios for all purposes. The Trustees shall have full discretion to determine which asset items will be treated as income and which as funds placed in the Fund by Participants and each such determination and allocation shall be conclusive and binding upon the Participants of all Portfolios.

(vi) The net income of the Fund shall be determined separately for each Portfolio and shall be credited to the respective Share account of the Participants in each Portfolio in the manner and at the time provided in Article X hereof.

(vii) The terms designated by the Trustees with respect to a Portfolio may provide that the Shares (or series of Shares) applicable to such Portfolio shall only relate to a particular Participant or limitation on the number and identity of the Participants to which the Shares (or series of Shares) of such Portfolio shall relate.

(viii) The terms designated by the Trustees with respect to a Portfolio may provide that such Portfolio shall be established on a particular date and be terminated on a particular date.

(ix) The terms designated by the Trustees with respect to a particular Portfolio may provide for limitations of time or otherwise with respect to the ability of the participants participating in such Portfolio to withdraw funds relating to the Shares (or series of Shares) of such Portfolio from the Fund.

(x) To effect the division of the Shares into one or more series or to establish a Portfolio, the Trustees shall authorize and adopt a Certificate of Designation for each such series or Portfolio. Such Certificate of Designation shall become effective when (a) executed (i) by any two of the Chair, the Vice Chair, the Treasurer and the Secretary of the Fund or (ii) by such other Trustees or officers of the Fund as shall be determined by the Trustees and (b) lodged in the records of the Trust. Any such Certificate of Designation may be filed or recorded pursuant to Article XII of this Declaration of Trust, but no such recordation or filing shall be a condition precedent to the effectiveness of such Certificate of Designation. No Certificate of Designation shall be, or shall be deemed to be, an amendment of this Declaration of Trust within the meaning of Article Xlll of this Declaration of Trust. It shall not be necessary for each Participant to be advised of the adoption of any Certificate of Designation prior to its effectiveness, but the Trustees shall take, or shall cause to be taken, such measures as are reasonably intended to notify the Participants on at least a quarterly basis of the authorization and adoption by the Trustees of any Certificate or Certificates of Designation during the preceding quarter.

(xi) A copy of the Certificate of Designation relating to a particular Portfolio shall be provided to each Participant participating in such Portfolio. A copy of the Certificate of Designation relating to any Portfolio shall be provided, upon written request therefor, to any Participant whether or not such Participant is participating in such Portfolio.

(xii) A Certificate of Designation authorized and adopted by the Trustees pursuant to this Article VI shall be in Substantially the form of Exhibit A, attached hereto. The Trustees are authorized to make such changes in the form set forth in this Subclause xii as may be necessary from time to time to conform to, or accommodate, changes in Law or regulation or the circumstances applicable or pertaining to a particular Portfolio.

(xiii) The Trustees assigned to a Portfolio shall be deemed to have been conclusively and fully appointed by the Participants participating in such Portfolio as the official custodians (within the meaning of Section 564.8 of Title 12 of the Code of Federal Regulations or an applicable successor provision) or any similar law or regulation of the assets of said Participants placed in the Fund with respect to such Portfolio.

(xiv) The Trustees shall have the power to designate one or more Portfolios in which all Participants shall be required to participate and in which all Participants shall be deemed to be participants.

(xv) The provisions of the Certificate of Designation of a Portfolio may be amended by action of the Trustees for the purposes of curing any ambiguity or supplying any omission or curing or correcting any defect or inconsistent provision in the Certificate of Designation or to insert such provisions clarifying matters or questions arising under the

Certificate of Designation as are necessary or desirable and are not contrary to or inconsistent with the Certificate of Designation theretofore in effect. The Participants participating in the Portfolio to which the amendment relates shall be given notice thereof.

6.02 Allocation of Shares.

(a) The Trustees shall credit a Participant with additional Shares upon receipt of funds (including, without limitation, income from the investment of 4M Fund Property) for the account of such Participant, based on the net asset value per Share as determined pursuant to Section 10.01 hereof. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the 4M Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.02 hereof. Shares shall be allocated and reduced in numbers as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a Municipality which has become a Participant of the 4M Fund in accordance with Section 1.02 hereof. Each Participant may establish more than one account within the 4M Fund for such Participant's convenience.

(c) The minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be as determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.02, the minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be One Dollar ($1.00).

6.03 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the 4M Fund pursuant to Section 7.01 hereof, and the 4M Fund shall not be required to issue certificates as evidence of Share allocation.

6.04 Reduction in Number of Shares to Maintain Constant Net Asset Value. The Shares of the 4M Fund shall be subject to reduction in number pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.02 hereof in order to maintain the constant net asset value per Share.

6.05 Withdrawals. Funds may be withdrawn from the 4M Fund at the option of a Participant upon and subject to the terms and conditions provided in this Declaration of Trust or applicable Certificate of Designation. The 4M Fund shall, upon application of any Participant, promptly pay to such Participant the amount requested and shall reduce the number of Shares allocated to such Participant to the number of Shares with shall reflect such Participant's proportionate interest in the net assets of the 4M Fund after such withdrawal of funds. The procedures for effecting a withdrawal shall be as adopted by the Trustees and as set forth in the Information Statement of the 4M Fund, as the same may be amended from time to time provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the 4M Fund.

6.06 Suspension of Right of Withdrawal: Postponement of Payment. Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of withdrawal or postpone the date of payment pursuant to withdrawal requests for the whole or any part of any period (i) during

which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Minnesota or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary week-end and holiday closing) or (ii) during which any financial emergency situation exists as a result of which disposal by the 4M Fund of 4M Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the 4M Fund fairly to determine the value of its net assets, Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of withdrawal or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of withdrawal or a postponement of payment pursuant to withdrawal requests for a Participant may either (i) withdraw its request for withdrawal or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.07 Minimum Withdrawal. There shall be no minimum amount which may be withdrawn from the 4M Fund at any one time at the option of a Participant; provided, however that no request by a Participant for the withdrawal of less than one dollar ($1.00) need be honored.

6.08 Defective Withdrawal Requests. In the event that a Participant shall submit a request for the withdrawal of a greater amount than is then credited to the account of such Participant, such request shall not be honored, and each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to withdraw funds from the account of a Participant, and to reduce proportionately the number of Shares allocated to such Participant in accordance with Section 6.05 hereof, in an amount sufficient to reimburse the 4M Fund for any fees, expenses, costs or penalties actually incurred by the 4M Fund as a result of such defective withdrawal request.

6.09 Allocation of Certain Expenses. Each Participant will, at the discretion of the 4M Fund, indemnify the 4M Fund against all expenses and losses resulting from indebtedness incurred on that Participant's behalf under Section 4.02 (iv) (b) or (c) hereof. Each Participant authorizes the Trustees to reduce its Shares to the number of Shares which reflects that Participant's proportionate interest in the net assets of the 4M Fund after allocation of those expenses and losses to it.

ARTICLE VII

Record of Shares

7.01 Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and reductions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose

allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Fund as shall keep the Share Register for entry thereon.

7.02 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator which shall serve as the registrar for the 4M Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

7.03 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to receive for such Shares the amount credited to the account of the Participant whose beneficial interest in the 4M Fund is represented by such Shares. Until the Person becoming entitled to receive such amount shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the 4M Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

7.04 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferrable, in whole or in part, other than to the 4M Fund itself for purposes of effectuating a withdrawal of funds.

7.05 Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the 4M fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all monies payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

7.06 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage pre-paid, addressed to Participants of record at their last known post office addresses as recorded on the Share Register provided for in Section 7.01 hereof.

ARTICLE VIII

Participants

8.01 Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) amendment of this Declaration of Trust or termination of the 4M Fund as provided in Section 4.03 and Section 13.01 hereof; and (ii) reorganization of the 4M Fund as provided in Section 13.02 hereof. It shall not be necessary for any minimum number of Shares to be allocated to a Participant for the Participant to be entitled to vote. Participants shall not be entitled to cumulative voting with respect to any matter. Participants shall not be entitled to vote on a Portfolio by Portfolio basis.

8.02 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board of Trustees signed by at least ten percent (10%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (i) or clause (ii) of Section 8.01 hereof. Within twenty (20) days of receipt of such instrument or instruments, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

8.03 Inspection of Records. The records of the 4M Fund shall be open to inspection at all reasonable times pursuant to Minnesota Statutes, Chapter 13.

8.04 Meetings of Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Trustees and shall be called by any Trustee upon written request of not less than ten percent (10%) of the Participants, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State of Minnesota at such place, on such day and at such time as the Trustees shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable Law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any meeting of Participants.

8.05 Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Trustees by mail to each Participant at its registered address, mailed at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting", "sunshine" or similar law, whether now or hereafter in effect, shall also be given.

8.06 Record Date for Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as

Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.07 Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the 4M Fund, or with such other officer or agent of the 4M Fund as the Secretary of the 4M Fund may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the 4M Fund. All proxies shall be revocable at the option of the Participant.

8.08 Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it, if any. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.09 Reports. The Trustees shall cause to be prepared at lease annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principals and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE IX

Trustees and Officers

9.01 Number and Qualification.

(a) The Board of Directors of the League of Minnesota Cities shall be the governing body of the 4M Fund and shall be the Board of Trustees. The by-laws and constitution of the League of Minnesota Cities shall govern the operation and make-up of the Trustees and Officers of the 4M Fund.

(b) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the 4M Fund.

(c) The Executive Director of the League of Minnesota Cities may be an ex officio non-voting member of the Board of Trustees.

9.02 Meetings.

(a) Meetings of the Trustees shall be held from time to time upon the call of the Chairman, the Vice Chairman, the Secretary or any two trustees. Regular meetings of the Trustees may be held without call or notice at a time and place fixed by the by-laws or by resolution of the Trustees. Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Any notice required by any “open meeting", "sunshine, or similar Law, whether now or hereafter in effect, shall also be given. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. The Trustees may act with or, if permitted by applicable Law, without a meeting. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Declaration of Trust, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present (a quorum being present) or, if permitted by applicable Law, without a meeting, by written consents of a majority of the Trustees. Any agreement or other instrument or writing executed by one or more of the Trustees or by any authorized Person shall be valid and binding upon the Trustees and upon the 4M Fund when authorized or ratified by action of the Trustees as provided in this Declaration of Trust.

(b) Any committee of the Trustees may act with or without a meeting. A quorum for all meetings of any such committee shall be a majority of the members thereof. Notice of such meeting, including such notice as may be required by an "open meeting", "sunshine" or similar Law, shall be given as provided in Section 9.02 (a). Unless otherwise specifically provided in this Declaration of Trust, any action of any such committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or, without a meeting, by written consent of a majority of the members.

(c) With respect to actions of the Trustees and any committee thereof, Trustees who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.02 and shall be entitled to vote.

(d) All or any one or more Trustees may, if permitted by applicable Law, participate in a meeting of the Trustees or any committee thereof by utilizing conference telephone or similar communications equipment by means of which all persons participating in the meeting, including members of the public, can hear each other and participate in a meeting pursuant to such communications shall constitute presence in person at such meeting. The minutes of any meeting of Trustees held by utilizing such communications equipment shall be prepared in the same manner as those of a meeting of Trustees held in person.

9.03 Officers. The Trustees shall annually elect, from among their numbers, a Chairman who shall be the chief officer of the 4M Fund and a Vice Chairman who shall have such duties as the Trustees shall deem advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the Chairman to appoint a Treasurer and a Secretary, one or more Assistant Secretaries and Assistant Treasurers and such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more offices, except those of Chairman, Vice Chairman, Treasurer and Secretary, may be held by the same person. The Treasurer and the Secretary, if

not themselves Trustees, shall attend meetings of the Trustees but shall have no voting power thereat.

9.04 Committees. The Trustees may elect from time to time from their own number committees consisting of one or more persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Trustees.

9.05 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual election of Trustees. The Trustees shall, in addition, furnish to the participants, at least quarterly, an interim report containing an unaudited balance sheet of the 4M Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE X

Determination of Net Asset Value and Net Income; Distributions to Participants

10.01 Net Asset Value. The net asset value of each allocated Share of the 4M Fund shall be determined once on each business day at such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

10.02 Constant Net Asset Value; Reduction of Outstanding Shares.

(a) In furtherance and not in limitation of the provisions of Section 10.01 hereof, the Trustees may designate that one or more Portfolios shall be governed by the provisions of this Section 10.02. The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the Portfolio once on each business day and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner and with the result that the net asset value per Share of the Portfolio shall remain at a constant dollar value. The general method used for the determination of the net income of the Portfolio and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time or in the applicable Certificate of Designation. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. Unless the Trustees determine otherwise, fluctuations in value will be reflected io the number of allocated and outstanding Shares in each Participant's account. If there is a net loss, the Trustees shall first offset such amount against

income accrued to each Participant. To the extent that such a net loss exceeds such accrued income, the Trustees shall reduce the number of the Portfolio's issued and outstanding Shares in an amount equal to the amount by which the net loss exceeds accrued income by having each Participant contribute to the Portfolio's capital its pro rata portion of the total number of Shares required to be cancelled in order to permit the net asset value per Share of the Portfolio to be maintained at a constant dollar value. Each Participant will be deemed to have agreed to such contribution in such circumstances by its investment in the 4M Fund and the Portfolio and its adoption of this Declaration of Trust. The purpose of the foregoing procedure is to permit the net asset value per Share of the Portfolio to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time or in the applicable Certificate of Designation.

10.03 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.05 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

10.04 Retained Reserves. The Trustees may retain from the gross income of the 4M Fund such amount as they may deem necessary to pay the debts and expenses of the 4M Fund and to meet other obligations of the 4M Fund, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required.

ARTICLE XI

Custodian

11.01 Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State of Minnesota having an office in the State of Minnesota and having a capital and surplus aggregating at least twenty-five million dollars ($25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the 4M Fund to perform the duties set forth in the Custodian Agreement to be entered into between the 4M Fund and the Custodian, or as may be imposed by Law.

11.02 Appointment. The Trustees shall have the power to select and appoint the Custodian or Custodians for the 4M Fund or any of its portfolios. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days' written notice to the Custodian.

11.03 Custodian Agreement. In addition to containing such other provisions as the Trustees may deem appropriate, the Custodian Agreement shall provide that all investments constituting 4M Fund Property shall be held in safekeeping in the manner required by Law, including, without limitation, Minnesota Statutes, Section 475.66, Subdivision 2.

11.04 Agents of Custodian. The Trustees may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the custodian and such agent and approved by the Trustees; provided, however, that, in every case, such agent shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof having capital and surplus aggregating at least twenty-five million dollars ($25,000,000).

11.05 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

11.06 Custodian as Depository for Participants. Each Participant hereby designates the Custodian as a depository for funds of the Participant.

ARTICLE XII

Recording of Declaration of Trust

12.01 Recording. This Declaration of Trust and any amendment hereto shall be filed, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem desirable. Each amendments so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate set forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.01, no filing or recordation pursuant to the terms of this Section 12.01 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

ARTICLE XIII

Amendment or Termination of 4M Fund: Duration of Fund

13.01 Amendment or Termination.

(a) The provisions of this Declaration of Trust may be amended or altered (expect as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the 4M Fund may be terminated, at any meeting of the

Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, or if permitted applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and a majority of the Participant; provided, however, that the Trustees may. from time to time by a two thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency or competent jurisdiction, but the Trustees shall not he liable for failing to do so. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.01 which would change any rights with respect to any allocated Shares of the 4M Fund by reducing the amount payable thereon upon liquidation of the 4M Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.02 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the 4M Fund pursuant to this Section 13.01:

(i) The 4M Fund shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind-up the affairs of the 4M Fund and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the 4M Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the 4M Fund, collect its assets, sell, convey, assign exchange, transfer or otherwise dispose of all or any part of the remaining 4M Fund Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or the property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any position of all or substantially all of the 4M Fund Property shall require approval of the principle terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining 4M Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the 4M Fund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the 4M Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as

aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

13.02 Power to Effect Reorganization. If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the 4M Fund may merge, or which shall take over the 4M Fund Property and carry on the affairs of the 4M Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the 4M Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the 4M Fund; and thereupon the Trustees shall terminate the 4M Fund and deliver such cash, shares, securities or beneficial interest ratably among the participants of this 4M Fund.

13.03 Duration. The 4M Fund shall continue in existence in perpetuity, subject in all respects to the provisions of the Article XIII.

ARTICLE XIV

Miscellaneous

14.01 Governing Law. This Declaration of Trust is executed by the Initial Participants and delivered in the State of Minnesota and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Minnesota.

14.02 Counterparts. This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.03 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the 4M Fund, or of any official or public body or office in which this Declaration of Trust may be recorded. appears to be a Trustee hereunder or the Secretary or the Treasurer of the 4M Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-Law adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the 4M Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the 4M Fund and the successors of such Person.

14.04 Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Minnesota Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this

Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to. the election of Trustees) prior to such determination.

14.05 Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of references and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.

14.06 Adoption by Municipalities Electing to Become Additional Participants; Resignation of Participants.

(a) Any Municipality meeting the requirements of Section 1.02 hereof, may become an additional Participant of this 4M Fund by (i) taking any appropriate official action to adopt this Declaration of Trust, (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken, and (iii) if requested by the Trustees, providing the Trustees with an opinion of counsel to the effect that such party desiring to become a Participant of the 4M Fund is a Municipality as defined herein. A copy of this Declaration of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.06.

(b) Any Participant may resign and withdraw from the 4M Fund by sending a written notice to such effect to the Chairman of the 4M Fund and the Administrator and by requesting the withdrawal of all funds then credited to its account within the 4M Fund. The written notice shall be in the form of a certified resolution of the Municipality Board or Council of the Participant, stating the Municipality Board or Council's intention to resign from the 4M Fund. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the 4M Fund and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust or terminate the existence of the 4M Fund.

Exhibit A

MINNESOTA MUNICIPAL MONEY MARKET FUND

Certificate of Designation

The Trustees of the Minnesota Municipal Money Market Fund (the “4M Fund") by action taken by them on the __ day of _____, 20_, pursuant to the authority vested in them by the Participants of the 4M Fund in accordance with the Declaration of Trust of the 4M Fund do hereby adopt this Certificate of Designation authorizing and establishing a Portfolio (and/or a series of Shares) of the 4M Fund.

The terms of such Portfolio (the "Portfolio”) shall be as follows:

1. Nomenclature. The Portfolio shall be known and referred to as _____.

2. Date of Establishment. The Portfolio shall be established as of _____.

3. Duration. The duration of the Portfolio shall be _____.

4. Portfolio Participants. The Participant or Participants that may participate in the Portfolio (the “Portfolio Participants") are _____.

5. Investments. The nature of the investments in which fund of the Portfolio Participant or Participants placed in the Fund with respect to the Portfolio may be invested is _____.

6. Trustees and Custodians. The Trustees of the Fund designated as the Trustees assigned to the Portfolio are _____. Such designated Trustees are hereby appointed by each of the Portfolio Participants as the official custodians (within the meaning of Section 564.8 of Title 12 of the Code of Federal Regulations or an applicable successor provision) of the assets of the Portfolio Participants placed in the 4M Fund with respect to the Portfolio.

7. Average Weighted Maturity. In accordance with Section 4.02 (iii) of the Declaration of Trust of the 4M Fund, the average dollar weighted maturity of the Portfolio is intended to be no greater than _____ days.

8. Net Asset Value. The method of determining the net asset value of the Portfolio is _____.

9. Other Terms. (Insert a description of any other terms applicable to the Portfolio.)

10. Declaration of Trust. To the extent not specifically set forth in this Certificate of Designation, the terms of the Portfolio and the rights of the Portfolio Participants shall be governed by the Declaration of Trust of the 4M Fund of which this Certificate of Designation is deemed to be an integral part.

11. Definitions. Terms and phrases not otherwise defined in this Certificate of Designation shall have the definitions given to them in the Declaration of Trust.

IN WITNESS WHEREOF, the Trustees of the 4M Fund have roused this Certificate of Designation to be executed by the undersigned officers of the Fund, such officers having been thereunto duly authorized.

The Trustees of the Minnesota Municipal Money Market Fund

Attest:

(Fund Seal)

_____ _____

Authorized Signatory Authorized Signatory

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 22, 2026
Subject: Ore Be Gone Access Road and Enterprise Trail Settlement Repairs – Construction Contract Authorization (Resolution 2026-31)

Background

Short Elliott Hendrickson Inc. (SEH), the City's engineering consultant, has provided the construction contract documents for the Ore Be Gone Access Road and Enterprise Trail Settlement Repairs project.

The project involves access road improvements and trail settlement repairs, including excavation, aggregate placement, pavement reconstruction, concrete curb and gutter, and associated site restoration.

A Notice of Award dated September 23, 2026, identifies Mesabi Bituminous, Inc. as the contractor for the project. SEH has provided the construction agreement and supporting contract documents for City execution.

Recommended Action

Approve Resolution 2026-31 at the October 27, 2026, regular City Council meeting, authorizing execution of the construction contract with Mesabi Bituminous, Inc. for the Ore Be Gone Access Road and Enterprise Trail Settlement Repairs project in the amount of $156,050.40; directing staff to identify the appropriate project funding source; and authorizing the Mayor and Clerk-Treasurer to execute the agreement and necessary related documents on behalf of the City.

Attachments

- Resolution 2026-30
- SEH Construction Contract Documents – Ore Be Gone Access Road and Enterprise Trail Settlement Repairs, October 16, 2026

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-31

RESOLUTION AUTHORIZING EXECUTION OF A CONSTRUCTION CONTRACT WITH MESABI BITUMINOUS, INC. FOR THE ORE BE GONE ACCESS ROAD AND ENTERPRISE TRAIL SETTLEMENT REPAIRS PROJECT

WHEREAS, the City of Gilbert has undertaken the Ore Be Gone Access Road and Enterprise Trail Settlement Repairs project to address identified access road and trail improvements; and

WHEREAS, Short Elliott Hendrickson Inc. (SEH), the City's engineering consultant, has prepared the project plans, specifications, and associated construction contract documents; and

WHEREAS, a Notice of Award dated September 23, 2026, identifies Mesabi Bituminous, Inc. as the contractor for the project, with a total contract amount of $156,050.40; and

WHEREAS, SEH has submitted the construction agreement, performance and payment bonds, certificate of insurance, and related contract documents for execution by the City; and

WHEREAS, the City Council desires to authorize execution of the construction contract and proceed with the project in accordance with the contract documents.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilbert, Minnesota, hereby:

1. Approves the construction contract with Mesabi Bituminous, Inc. for the Ore Be Gone Access Road and Enterprise Trail Settlement Repairs project in the amount of $156,050.40, in accordance with the plans, specifications, and contract documents prepared by SEH.
2. Authorizes the Mayor and Clerk-Treasurer to execute the construction agreement and any necessary related documents on behalf of the City, subject to review of applicable contractual terms.
3. Directs City staff to identify and allocate the appropriate project funding source to support the contract expenditures.
4. Directs the Clerk-Treasurer to coordinate with SEH regarding distribution of the executed contract documents.

Council member _____moved the adoption of the foregoing resolution, and said motion was duly seconded by Council member_____, and upon vote being taken thereon, the following voted in favor thereof:
Abstention:
and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Gilber, Minnesota this 27th day of October 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

Building a Better World for All of Us®

October 16, 2026

RE: Ore Be Gone Access Road & Enterprise Trail Settlement Repairs
Gilbert, Minnesota
SEH No. GILBM 192079

Nancy Sanford
City of Gilbert
16 S Broadway
Gilbert, MN 55741

Dear Ms. Sanford:

Enclosed please find the following documents:

Notice of Award ..... (1 copy for your files)
Agreement ..... (1 copy for signature)
Performance and Payment Bonds ..... (1 copy for your files)
Certificate of Insurance ..... (1 copy for your files)

Before signing the Agreement, you should consider having your attorney review all of these documents. Upon signing this Agreement, please distribute as follows:

Contractor
SEH
Owner

Please contact me if you have any questions.

Sincerely,

Matthew J. Reid, PE
Sr. Project Manager
(Lic. MN)

hr
Enclosure

x:\fj\g\gilbm\192079\1-genl\14-corr\el-contracts to owner.docx

NOTICE OF AWARD

To: Mesabi Bituminous, Inc.
PO Box 728
Gilbert, MN 55741

Date: September 23, 2026

Contract: GILBM 192079

Project: Ore Be Gone Access Road & Enterprise Trail Settlement Repairs

You are notified that your Bid dated September 22, 2026, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the above referenced project.

The Total Contract Price for Bid Schedule A and Bid Schedule B is one hundred fifty-six thousand, fifty dollars and forty cents ($156,050.40).

Copies of the proposed Agreement accompany this Notice of Award. Additional sets of Project Manuals and Drawings will be sent to you under separate cover and are not part of this Notice.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award; that is by October 7, 2026.

1. Deliver the following documents to the ENGINEER:
   - 1 Notice of Award
   - 1 Agreement
   - 1 Performance Bond and Payment Bond
   - 1 Certificate of Insurance
   - 1 AIS Certification Letter

2. (List other conditions). N/A

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Within fifteen days after you comply with the above conditions, OWNER will return to you one fully-executed counterpart of the Contract Documents.

SEH

By: Matthew J. Reid, PE

Title: Sr. Project Manager
(Lic. MN)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Mesabi Bituminous Inc, this 7th day of October, 2026.

By _____

Title President

X:\FJ\G\GILBM\192079\6-bid-const\Notice of Award.docx

DOCUMENT 00 52 00

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the City of Gilbert, Minnesota

(Owner) and Mesabi Bituminous, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: removals, grading, aggregate surfacing, bituminous pavement, curb and gutter, erosion control, and turf establishment for the Ore Be Gone Access Road and Enterprise Trail Settlement Repairs.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: public access road rehabilitation and trail settlement repairs near Lake Ore-Be-Gone in Gilbert, Minnesota.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before November 13, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 25, 2027.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $880 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid attached hereto as Document 00 41 00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Within 60 days after Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

    a. 99 percent of Work completed (with the balance being retainage) less 250 percent of the cost to correct or complete work known at the time of Substantial Completion.

B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.

    1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or $500, whichever is greater, pending completion and submission of all "final paperwork" by the Contractor as defined by Minnesota Statutes, section 15.72, subdivision 2.(e)(2). Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

6.05 All amounts not paid when due shall bear interest at the rate required by applicable Laws and Regulations.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. Addenda (numbers 00 00 1__ to 00 00 1__, inclusive).
2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
3. Performance Bond (Document 00 61 13).
4. Payment Bond (Document 00 61 14).
5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
9. The Drawings listed in the index located on Drawing Sheet 1.
10. Exhibits to this Agreement (enumerated as follows).

    a. Contractor's Bid (Document 00 41 00).

    b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).

    c. Certificate of Insurance.

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Field Order(s).

    c. Work Change Directive(s).

    d. Change Order(s).

B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on September 23, 2026 (which is the Effective Date of the Contract).

OWNER:

City of Gilbert, MN

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

CONTRACTOR:

Mesabi Bituminous, Inc.

By: _____

Title: President

[CORPORATE SEAL]

Attest: Teresa Lampert

Title: office manager

Address for Giving Notices:

PO Box 778

Gilbert MN 55741

License No. _____
(Where Applicable)

Agent for service of process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

END OF DOCUMENT

In addition to the Bid Worksheet electronically completed and submitted online, this BID FORM - DOCUMENT 00 41 00 and the attachments provided must be completed and uploaded to QuestCDN Online prior to the Bid opening time and date.

DOCUMENT 00 41 00

BID FORM REVISED

Contractor's Name MESABI BITUMINOUS INC

Telephone 218-741-8291

PROJECT IDENTIFICATION: **Ore Be Gone Access Road & Enterprise Trail Settlement Repairs**
Gilbert, MN
SEH No. GILBM 192079

BIDS TO BE OPENED: **10:00am, Tuesday, September 22, 2026**

TABLE OF ARTICLES

Article 1 – Bid Recipient 1
Article 2 – Attachments to this Bid 1
Article 3 – Basis of Bid 1
Article 4 – Time of Completion 3
Article 5 – Bidder's Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda 3
Article 6 – Bidder's Representation and Certifications 4
Article 7 – Defined Terms 5
Article 8 – Bid Submittal 5

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to **QuestCDN Online**.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

2.01 The following documents are attached to and made a condition of this Bid and shall be uploaded via QuestCDN Online:

A. Document 00 43 00 - Bid Bond

B. Document 00 43 36 - List of Proposed Subcontractors.

C. Document 00 43 37 - List of Proposed Suppliers.

D. Document 00 45 19 - Affidavit of Non-Collusion.

E. Document 00 45 45 - Verification of Compliance with Minnesota Statutes 16C.285.

F. Document 00 45 47 - Certification of Compliance with Minnesota Statutes 363A.36.

ARTICLE 3 – BASIS OF BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the prices as indicated on the QuestCDN Online Bid Worksheet. The Bid Worksheet is a part of and appurtenant to the Bid Form and Bid.

UNIT PRICE BID

Include bid schedule without bid unit price and bid price columns.

UNIT PRICE SCHEDULE

Item No.	Description	Unit	Est. Quantity
BID SCHEDULE A			
1	MOBILIZATION	LUMP SUM	1
2	CLEARING	ACRE	0.1
3	GRUBBING	ACRE	0.1
4	COMMON EXCAVATION (P)	CU YD	174
5	SUBGRADE PREPARATION	ROAD STA	5.38
6	AGGREGATE SURFACING (CV) CLASS 5	CU YD	600
7	TRAFFIC CONTROL	LUMP SUM	1
8	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1
9	SILT FENCE, TYPE MS	LIN FT	1044
10	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	200
11	COMMON TOPSOIL BORROW	CU YD	90
12	FERTILIZER TYPE 3	POUND	32
13	ROLLED EROSION PREVENTION PRODUCT CATEGORY 30	SQ YD	750
14	SEED MESIC INSLOPE	POUND	11
BID SCHEDULE B			
15	MOBILIZATION	LUMP SUM	1
16	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	78
17	REMOVE CURB AND GUTTER	LIN FT	254
18	REMOVE BITUMINOUS PAVEMENT	SQ YD	1090
19	COMMON EXCAVATION (P)	CU YD	320
20	GEOGRID REINFORCEMENT TYPE 2	SQ YD	1100
21	GEOTEXTILE FABRIC TYPE 7	SQ YD	1275
22	AGGREGATE SURFACING (CV) CLASS 5	CU YD	120
23	AGGREGATE BASE (CV) CLASS 5	CU YD	420
24	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	600

UNIT PRICE SCHEDULE

Item No.	Description	Unit	Est. Quantity
25	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	59
26	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	220
27	ADJUST FRAME & RING CASTING	EACH	2
28	TRAFFIC CONTROL	LUMP SUM	1
29	STORM DRAIN INLET PROTECTION	EACH	4
30	SILT FENCE, TYPE MS	LIN FT	477
31	COMMON TOPSOIL BORROW	CU YD	70
32	FERTILIZER TYPE 3	POUND	28
33	ROLLED EROSION PREVENTION PRODUCT CATEGORY 30	SQ YD	640
34	SEED MESIC INSLOPE	POUND	10

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidder

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the Addenda via QuestCDN Online

ARTICLE 6 – BIDDER'S REPRESENTATION AND CERTIFICATIONS

6.01 Bidders Representations

A. In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents.
2. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
4. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Bidder has carefully studied reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder certifies that:

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

   a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

   b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

   c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

   d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions

ARTICLE 8 – BID SUBMITTAL

8.01 The Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed):_____

By:_____ (SEAL)
(Individual's signature)

Doing business as:_____

A Partnership

Partnership Name:_____ (SEAL)

By:_____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed):_____

A Joint Venture

Name of Joint Venturer:_____

First Joint Venturer Name:_____ (SEAL)

By:_____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed):_____

Title:_____

Second Joint Venturer Name:_____ (SEAL)

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: MESABI BITUMINOUS INC

State of Corporation: MINNESOTA

Name (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): TOM NEMANICH

Title: PRESIDENT

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Date of Qualification to do business in MINNESOTA is 08/01/78.

(State Where Project is Located)

Contact Information

Bidder's Business Address: PO BOX 728 GILBERT MN 55741

Phone: 218-741-8291 Facsimile: 218-749-0765 E-mail: OFFICE@MESABIBIT.COM

Submitted on SEPT 22ND, 2026.

State Contractor License No. _____. (If applicable)

END OF DOCUMENT

Ore Be Gone Access Road & Enterprise Trail Settlement Repairs (#10341477)
Owner: City of Gilbert
Solicitor: SEH - Virginia, MN
09/22/2026 10:00 AM CDT

				Mesabi Bituminous, Inc.	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension
BID SCHEDULE A					$44,925.60
1	MOBILIZATION	LUMP SUM	1	$5,000.00	$5,000.00
2	CLEARING	ACRE	0.1	$10,000.00	$1,000.00
3	GRUBBING	ACRE	0.1	$10,000.00	$1,000.00
4	COMMON EXCAVATION (P)	CU YD	174	$35.00	$6,090.00
5	SUBGRADE PREPARATION	ROAD STA	5.38	$150.00	$807.00
6	AGGREGATE SURFACING (CV) CLASS 5	CU YD	600	$30.00	$18,000.00
7	TRAFFIC CONTROL	LUMP SUM	1	$500.00	$500.00
8	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	$500.00	$500.00
9	SILT FENCE, TYPE MS	LIN FT	1044	$4.40	$4,593.60
10	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	200	$4.65	$930.00
11	COMMON TOPSOIL BORROW	CU YD	90	$30.00	$2,700.00
12	FERTILIZER TYPE 3	POUND	32	$10.00	$320.00
13	ROLLED EROSION PREVENTION PRODUCT CATEGORY 30	SQ YD	750	$4.50	$3,375.00
14	SEED MESIC INSLOPE	POUND	11	$10.00	$110.00
BID SCHEDULE B					$111,124.80
15	MOBILIZATION	LUMP SUM	1	$7,500.00	$7,500.00
16	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	78	$5.00	$390.00
17	REMOVE CURB AND GUTTER	LIN FT	254	$5.00	$1,270.00
18	REMOVE BITUMINOUS PAVEMENT	SQ YD	1090	$3.00	$3,270.00
19	COMMON EXCAVATION (P)	CU YD	320	$25.00	$8,000.00
20	GEOGRID REINFORCEMENT TYPE 2	SQ YD	1100	$4.00	$4,400.00
21	GEOTEXTILE FABRIC TYPE 7	SQ YD	1275	$4.00	$5,100.00
22	AGGREGATE SURFACING (CV) CLASS 5	CU YD	120	$36.00	$4,320.00
23	AGGREGATE BASE (CV) CLASS 5	CU YD	420	$32.00	$13,440.00
24	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	600	$55.00	$33,000.00
25	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	59	$4.00	$236.00
26	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	220	$92.00	$20,240.00
27	ADJUST FRAME & RING CASTING	EACH	2	$500.00	$1,000.00
28	TRAFFIC CONTROL	LUMP SUM	1	$500.00	$500.00
29	STORM DRAIN INLET PROTECTION	EACH	4	$250.00	$1,000.00
30	SILT FENCE, TYPE MS	LIN FT	477	$4.40	$2,098.80
31	COMMON TOPSOIL BORROW	CU YD	70	$30.00	$2,100.00
32	FERTILIZER TYPE 3	POUND	28	$10.00	$280.00
33	ROLLED EROSION PREVENTION PRODUCT CATEGORY 30	SQ YD	640	$4.50	$2,880.00
34	SEED MESIC INSLOPE	POUND	10	$10.00	$100.00
Base Bid Total:					**$156,050.40**

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

Bond Number: 2383394

Contractor	Surety
Name: **Mesabi Bituminous, Inc.** Address *(principal place of business)*: **PO Box 728** **Gilbert, MN 55741**	Name: **Swiss Re Corporate Solutions America Insurance Corporation** Address *(principal place of business)*: **1200 Main Street, Suite 800** **Kansas City, MO 64105**
Owner	**Contract**
Name: **City of Gilbert** Mailing address *(principal place of business)*: **16 South Broadway Street** **Gilbert, MN 55741**	Description *(name and location)*: **Ore Be Gone Access Road and Enterprise Trail Settlement Repairs; Gilbert, MN** Contract Price: **$156,050.40** Effective Date of Contract: **September 23, 2026**

Bond

Bond Amount: **$156,050.40**

Date of Bond: **October 8, 2026**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
Mesabi Bituminous, Inc.	**Swiss Re Corporate Solutions America Insurance Corporation**
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) Attach Power of Attorney)*
Name: **Tom Nemanich** *(Printed or typed)*	Name: **Joshua R. Loftis** *(Printed or typed)*
Title: **President**	Title: **Attorney-in-Fact**
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Teresa lamprecht *(Printed or typed)*	Name: **Lin Ulven** *(Printed or typed)*
Title: office manager	Title: **Witness as to Surety**

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

      5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

      5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in

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whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

    7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

    7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

    7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

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PAYMENT BOND

Bond Number: **2383394**

Contractor	**Surety**
Name: **Mesabi Bituminous, Inc.** Address *(principal place of business)*: **PO Box 728** **Gilbert, MN 55741**	Name: **Swiss Re Corporate Solutions America Insurance Corporation** Address *(principal place of business)*: **1200 Main Street, Suite 800** **Kansas City, MO 64105**
Owner	**Contract**
Name: **City of Gilbert** Mailing address *(principal place of business)*: **16 South Broadway Street** **Gilbert, MN 55741**	Description *(name and location)*: **Ore Be Gone Access Road and Enterprise Trail Settlement Repairs; Gilbert, MN** Contract Price: **$156,050.40** Effective Date of Contract: **September 23, 2026**

Bond

Bond Amount: **$156,050.40**

Date of Bond: **October 8, 2026**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
Mesabi Bituminous, Inc.	**Swiss Re Corporate Solutions America Insurance Corporation**
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: *(Signature)*	By: *(Signature)(Attach Power of Attorney)*
Name: **Tom Nemanich** *(Printed or typed)*	Name: **Joshua R. Loftis** *(Printed or typed)*
Title: **President**	Title: **Attorney-in-Fact**
Attest: Teresa Lamprecht *(Signature)*	Attest: *(Signature)*
Name: Teresa Lamprecht *(Printed or typed)*	Name: **Lin Ulven** *(Printed or typed)*
Title: Office manager	Title: **Witness as to Surety**

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all

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funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

        16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

        16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

        16.1.7. The total amount of previous payments received by the Claimant; and

        16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute

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against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

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ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF St Louis)

On this 9th day of October, in the year 2026, before me personally appeared Tom Nemanich,

President of

Mesabi Bituminous, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

TERESA MARIE LAMPRECHT
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

Teresa Lamprecht, Notary Public

My Commission Expires: Jan 31 2028

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 8th day of October, in the year 2026, before me personally come(s) Joshua R. Loftis, Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

LIN ULVEN
Notary Public - Minnesota
Commission No. 20068083
My Commission Expires Jan. 31, 2030

Lin Ulven, Notary Public

My Commission Expires: January 31, 2030

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER, MICHELLE MORRISON,
KRISTINE M. BECKS, RYAN-OLIVIA E. LUNDY, AUSTIN MUEHLSCHLEGEL, LIN ULVEN and KAREN YOHN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15TH day of APRIL, 20 25

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 15TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SPCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of October, 20 26.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26, 2027

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2026

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

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

PRODUCER
Marsh & McLennan Agency LLC
332 W. Superior St., Suite 700
Duluth MN 55802

CONTACT NAME: Jared Zezel
PHONE (A/C, No, Ext): 218-312-1071 **FAX (A/C, No):**
E-MAIL ADDRESS: Jared.Zezel@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : EVANSTON INSURANCE COMPANY	35378
INSURER B : Phoenix Insurance Company	25623
INSURER C : St. Paul Protective Insurance	19224
INSURER D : Travelers Property Casualty Co	25674
INSURER E : St. Paul Surplus Lines Insuran	30481
INSURER F :	

INSURED
Mesabi Bituminous Inc.
PO Box 728
Gilbert MN 55741
MESABBITUM

COVERAGES **CERTIFICATE NUMBER:** 1147236852 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			COB6980595	9/30/2026	9/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			810B6961950	9/30/2026	9/30/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUPB6987720	9/30/2026	9/30/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		200001252	1/1/2026	1/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Leased/Rented Equipment Pollution Liability			630B9103463 ZCP16R46778	9/30/2026 9/24/2026	9/30/2027 9/30/2027	Limit Occurrence/Aggregate	$350,000 $1MM/$2MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract: GILBM 192079 / Ore Be Gone Access Road & Enterprise Trail Settlement Repairs
City of Gilbert, Short Elliott Hendrickson, Inc. are listed as additional insured on General Liability per written contract.

CERTIFICATE HOLDER

City of Gilbert
425 Grant Street
PO Box 656
Hibbing MN 55746

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 22, 2026
Subject: Public Works – Tire Replacement Quote

Background

Public Works Operations Director Sam Lautigar has obtained two quotes for the purchase of four replacement tires for City equipment. The quotes received are as follows:

- **Pomp's Tire Service:** $1,502.88 for four Maxam 305/70R16.5 tires.
- **Taconite Tire:** $1,684.20 for four Galaxy 12-16.5 tires, including freight.

The quotes are attached for Council review and consideration.

Recommended Action

Council is asked to review the quotes and discuss the proposed purchase with the Public Works Operations Director during the working session.

At the October 27, 2026, regular City Council meeting, Council is asked to consider authorizing the Public Works Operations Director to purchase four replacement tires from the selected vendor at the quoted price, subject to confirmation of tire specifications and any applicable installation costs.

Attachments

- Pomp's Tire Service – Estimate dated October 12, 2026
- Taconite Tire – Estimate dated October 12, 2026

POMP'S TIRE SERVICE, INC.

REMITTANCE ADDRESS:
POMP'S TIRE SERVICE, INC.
P.O. BOX 88697
MILWAUKEE, WI 53288-8697
CREDIT DEPT. 800-536-2940

ESTIMATE #	1061142

POMP'S TIRE-VIRGINIA
201 NORTH HOOVER ROAD

VIRGINIA, MN 55792

218/741-5562

PAGE: 1

CUSTOMER: CITY OF GILBERT
16 S BROADWAY STREET
2013476 PO BOX 548
GILBERT, MN
55741

CREATED BY SEAN
BUSINESS: 218/748-2214 0
PRIMARY: 218/748-2232 0
SALESMAN: SEAN MONTEITH
ESTIMATE DATE: 10/12/26

TERMS: 1 PMT DUE 10TH OF MON AFTR INV

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
305/70R16.5 MAXAM MS918R MX361053		4	375.72		1502.88

MERCHANDISE: 1502.88
ESTIMATE TOTAL: 1502.88

***A COPY OF THIS ESTIMATE HAS BEEN EMAILED**

Thank You Very Much For Your Business!
Have A Great Day Today!

***** Valid for 30 days *****

TACONITE TIRE

Virginia, MN 55792
218-741-5262
www.taconitetire.com

Estimate

Bill To City Of Gilbert
P O Box 548
Gilbert, MN 55741

police (218) 748-2225
JACK (218) 404-6233

Estimate # 14085308
Service Advisor Casey A
Technician NA

Appointment 10/12/2026 11:32 AM
Promised 10/12/2026 6:00 PM

Service

Commercial Tire- Carry Out				
GALAXY - 12-16.5 MIGHTY TRAC ND L4 12PR TL	4 Unit	$376.55 / Unit	$1,506.20	T1T2T3
FREIGHT	1 Unit	$178.00 / Unit	$178.00	T1T2T3
		Sub	**$1,684.20**	

Total Parts	$1,684.20
Total Labor	$0.00
Total Before Taxes & Miscellaneous Charges	$1,684.20
(T1) State Sales Tax*	$0.00
Exemption #: 8022347	
(T2) County Tax (Taconite)*	$0.00
Exemption #: 8022347	
(T3) City Tax*	$0.00
Exemption #: 8022347	
Grand Total	**$1,684.20**

This Estimate is based on visual inspection, and does not include additional items which may be required after disassembly. Occasionally, after work is started, worn, broken, or damaged parts maybe discovered which were not evident upon the initial inspection. Prices on parts and labor are current and subject to change. All parts are assumed to be New Part not provided by the original equipment manufacturer unless otherwise noted. Estimates are valid for 30 days.

Date_____ Prepared By_____

It is recommended that all wheels be re-torqued within first 100 miles. We will do this free of charge.

City of Gilbert, Minnesota
16 S Broadway Street
Gilbert, MN 55741

MEMO

To: Gilbert City Council
Date: October 22, 2026
Subject: Police Department – Appointment of Police Officer (Resolution 2026-32)

Background

The Gilbert Police Commission has identified a candidate for appointment to the Gilbert Police Department.

Additional information regarding the recommended candidate, proposed appointment, and applicable employment terms will be provided by the Police Commission and Chief of Police Ty Techar during the October 27, 2026, Council working session.

The proposed appointment is presented for Council consideration, with final details to be confirmed prior to formal action at the regular meeting.

Recommended Action

Approve Resolution 2026-32 at the October 27, 2026, regular City Council meeting, authorizing the appointment of _____ to the Gilbert Police Department, subject to the employment terms confirmed by Council and completion of applicable hiring requirements.
Direct the Police Commission and Chief of Police to coordinate with the City Clerk-Treasurer to complete necessary employment documentation, onboarding, and other applicable hiring procedures.

Attachments:

- Resolution 2026-32

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-32

RESOLUTION AUTHORIZING THE APPOINTMENT OF A POLICE OFFICER TO THE GILBERT POLICE DEPARTMENT

WHEREAS, the City of Gilbert maintains a municipal Police Department to provide law enforcement and public safety services to the community; and

WHEREAS, the Gilbert Police Commission has recommended the appointment of a police officer to support department operations and staffing needs; and

WHEREAS, the Police Commission and Chief of Police have presented the recommended candidate for City Council consideration; and

WHEREAS, the City Council desires to authorize the appointment of the recommended candidate, subject to completion of applicable hiring requirements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilbert, Minnesota, hereby:

1. Approves the appointment of _____ as a police officer with the Gilbert Police Department, subject to completion of all applicable hiring requirements and verification of qualifications.
2. Authorizes the Police Commission and Chief of Police Ty Techar to coordinate with the selected candidate and City Clerk-Treasurer to complete necessary employment documentation, onboarding, and other applicable hiring procedures.
3. Directs City staff to ensure the appointment is completed in accordance with applicable City personnel policies, employment requirements, and Minnesota Peace Officer Standards and Training (POST) requirements.
4. Provides that the appointment shall be subject to the employment terms and compensation approved by the City Council, as documented in the official meeting record.

Council member _____moved the adoption of the foregoing resolution, and said motion was duly seconded by Council member_____, and upon vote being taken thereon, the following voted in favor thereof:
Abstention:
and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Gilber, Minnesota this 27th day of October 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer