City of Gilbert City Council Regular Meeting Agenda

6:00 p.m. Tuesday, November 10, 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

- October 28, 2026 – Working Session Minutes – (Pages 1-2)
- October 28, 2026 – Regular Meeting Minutes (Pages 3-9)

B. Boards and Commission Minutes (if any)

4. PUBLIC INPUT

5. REPORTS – MAYOR & COUNCIL

A. Mayor
B. Council Members

6. REPORTS – STAFF, BOARDS & COMMISSIONS

A. Fire Chief Anthony Nemanick
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. Library Director Su Dubbas
G. First Responders Pete Makowski
H. Clerk-Treasurer Nancy Sanford

- Water and Light Board Water Contract Negotiations Update

7. OLD BUSINESS

A. Payroll Report – 10/11/2026-10/24/2026 (Page 10)
B. Payment Approval Report – Bills and Payroll, upon proper audit of Clerk and Mayor (Pages 11-15)
C. Campground Host Contract (Pages 16-26)

D. **2026-35** RESOLUTION AUTHORIZING MINNESOTA POWER UTILITY POLE REPLACEMENT AND STREETLIGHT IMPROVEMENT PROJECTS (Pages 27-46)

E. Northern Lights Dental Property Sale (requires 4/5 vote)

8. NEW BUSINESS

A. **2026-36** RESOLUTION ACCEPTING THE RESIGNATION OF COUNCIL MEMBER RUDY VERTACHNIK AND DECLARING A CITY COUNCIL VACANCY (Pages 47-52)

B. **2026-37** RESOLUTION APPROVING A HACH SERVICE AGREEMENT FOR WATER AND WASTEWATER TREATMENT EQUIPMENT (Pages 53-57)

C. **2026-38** RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE NOVEMBER 3, 2026, MUNICIPAL GENERAL AND SPECIAL ELECTIONS (Pages 58-59)

D. Community Center Project – Pay Application #10 Approval BP Builders LLC (Pages 60-63)

E. **2026-39** RESOLUTION AUTHORIZING PURCHASE OF A POLICE DEPARTMENT SQUAD VEHICLE (Pages 64-66)

F. **2026-40** RESOLUTION AUTHORIZING ENGINE REPLACEMENT FOR A POLICE DEPARTMENT SQUAD VEHICLE (Pages 67-69)

G. **2026-41** RESOLUTION APPROVING THE KNIGHTS OF COLUMBUS APPLICATION TO CONDUCT EXCLUDED BINGO (Pages 70-74)

H. **2026-42** RESOLUTION AUTHORIZING TRANSFORMER DISPOSAL SERVICES BY T & R SERVICE COMPANY (Pages 75-77)

9. MISCELLANEOUS ANNOUNCEMENTS

- November 17, 2026 – Special Council Meeting, 2027 Budget, 5:00–7:00 p.m.
- November 24, 2026 – Council Working Session, 2027 Budget, 5:00 p.m.
- November 24, 2026 –Regular Council Meeting, Public Hearing Delinquent Utility Account Assessments, 6:00 p.m.

10. MOVE TO CLOSED SESSION *(To address a matter subject to Attorney-Client Privilege)*

11. ADJOURN

City of Gilbert Working Session City Council Meeting Minutes
Tuesday, October 27, 2026, 5:00 p.m.

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

1. MEMBERS PRESENT / CALL TO ORDER

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.

2. COUNCIL

A. Campground Host/Manager – Revised Offer and Contract
B. Northern Lights Dental – Proposed Land Purchase / Additional Information
C. Fire Department – Brandon Olson Hiring Request
D. UTV Citizen's Complaint
E. Storage Totes at the Community Center (Oberstar)
F. Police Commission – New Police Officer Hiring Request

3. PUBLIC WORKS

A. Community Center Parking Lot – Mesabi Bituminous Quote 10/20/2026
B. Ore Be Gone Point Bituminous Project – Mesabi Bituminous Quote 10/20/2026
C. Upper Michigan Bituminous Project – Mesabi Bituminous Quote 10/20/2026
D. Ground Line Inspection Project – MN Power Replacement/Inspection Quotes
E. Community Center Update
    a. Electrical Equipment Follow up
    b. Punch list update
    c. Minnesota Power Expenses
    d. Change Order and Pay App #9 Approval

F. Drain Tile Public Works Building Quote
G. C&C Winger Sidewalk Quote
H. Community Center – Toilets/Sinks and Floor Maintenance
I. Seasonal Rink Attendants – Authorization to Advertise
J. Skidsteer Tire Replacement Quote
K. Ore Be Gone Access Road and Enterprise Trail Settlement Repairs

4. ADMINISTRATIVE

A. Employee Timesheets Payroll Reports- 9/27/2026-10/10/2026
B. Payment Approval Report
C. Deputy Clerk Recruitment – Job Description, Salary Range and Posting
D. Draft Intended Use Plan (IUP) Lead Service Line Replacement Letter
E. Caselle Payroll Quote
F. Caselle Accounts Receivable Quote
G. CIT Proposal for Domain Transition and Sonicwall Security Renewal
H. Professional Services Agreement Randall Parkhurst IT Services
I. Bothwell Invoice
J. 4M Money Market Fund Account
K. Social Media Policy Discussion

5. FOLLOW-UP FROM PREVIOUS COUNCIL MEETINGS

A. Water and Light Board Water Contract Negotiations

6. ADJOURN

Mayor Oberstar Adjourned the Working Session meeting at 6:00 p.m.

Respectfully submitted,

_____
Nancy Sanford, Clerk-Treasurer

_____
Karl Oberstar, Jr., Mayor

City of Gilbert Regular City Council Meeting Minutes
Tuesday, October 27, 2026, 6:00 p.m.

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; City Attorney Bryan Lindsey; City Engineer Matt Reid.

CITY COUNCIL MEETING AGENDA

1. CALL TO ORDER

Mayor Karl Oberstar, Jr. called the Regular City Council Meeting to order at 6: 10 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. Oberstar called for any additions to the agenda.

Sanford requested addition of a memo from SEH regarding Fayal Township and McKinley water service under their report and discussion of Delinquent Utility Accounts under New Business.

MOTION by Councilor Skrbec, Seconded Pontinen by to accept the additions to the October 27, 2026 Regular Council Agenda. MCU

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)

MOTION by Councilor Skrbec, Seconded Vertachnik to approve the consent agenda with corrections noted by Mayor Oberstar to the September 19, 2026 Special Council, September 22, 2026 Regular and Working Session of the City Council, and the October 13, 2026 Regular Council meeting minutes. MCU

4. PUBLIC INPUT

Ryan Salo requested to see if City would like to purchase the alley from him as he considers selling his home.

Council discussion and request to the City Attorney to review the property and report back to City Council with any further action that needs Council approval.

5. REPORTS – MAYOR & COUNCIL

A. Mayor

Oberstar stated that the Gilbert Community Church has requested approval of storage of about twelve totes for pasty making at the Community Center, which they've been accustomed to doing for about thirty years prior to the recent remodel.

MOTION by Mayor Oberstar, Seconded Skrbec to allow the Gilbert Community Church to store their pasty making totes with a Memorandum of Understanding that waives the City liability to items stored. Roll Call Vote: Ayes: Oberstar. Nayes: Skrbec, Vertachnik, Pontinen. Motion Failed 1-3.

B. Council Members

MOTION by Councilor Pontinen, Seconded Skrbec to amend the Campground Contract request to give the host two weeks response deadline to accept the City's new offer. MCU

Skrbec reminded public that upcoming weekend is time to set back clocks and a good reminder to check smoke detectors.

6. REPORTS – STAFF, BOARDS & COMMISSIONS

A. Fire Chief Anthony Nemanick

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

Nemanick discussed his requests to approve Brandon Olson to Fire Department and an increase to employee PERA with a $6,000 contribution from the City.

Vertachnik requested information on the ongoing obligation to the City for PERA.

MOTION by Mayor Oberstar, Seconded Skrbec to approve the draft resolution provided in the agenda packet and assign in Resolution number 2026-34 to bring PERA up to $3,000 effective January 1, 2027. MCU

MOTION by Councilor Pontinen, Seconded Skrbec to approve Resolution 2026-26 to authorize the hiring of Brandon Olson to the Gilbert Fire Department. MCU

B. City Attorney Bryan Lindsey

Pontinen requested clarification on campground voting and conflict of interest with Councilmember Skrbec.

Attorney Lindsey confirmed it is not a direct conflict.

C. Chief of Police Ty Techar

Oberstar discussed utilizing the November 17 Council Meeting to hold a public hearing for any abatement notices.

D. City Engineer Matt Reid – SEH

Reid provided update on memo submitted to discuss the current situation is regarding whether the City could individually meter water, and isolate specific zones like that to McKinley or Fayal. Confirmed there is no master meter between Gilbert and Fayal but there is on the McKinley line.

Council discussion.

MOTION by Councilor Skrbec, Seconded Vertachnik to authorize SEH to prepare preliminary cost estimates for improvements to add necessary valves or meter equipment as discussed in their memo for areas of McKinely and Fayal Township served by Gilbert water. MCU

MOTION by Councilor Skrbec, Seconded Pontinen to approve Change Orders #01 and #02 and Payment Application #09 for the Community Center Project as stated in the agenda. MCU

MOTION by Councilor Skrbec, Seconded Pontinen to approve Resolution 2026-31 authorizing execution of a construction contract with Mesabi Bituminous, Inc in the amount of $156,050.40 for the Ore Be Gone access road and Enterprise Trial settlement repairs project. MCU

E. Public Works Operations Director Sam Lautigar

Lautigar discussed sidewalk replacement quotes.

MOTION by Mayor Oberstar, Seconded Skrbec to allocate $5,750 for the proposed sidewalk replacement project on Main Street quoted by CC Winger and authorize Public Works Director Sam Lautigar to work with the contractor on getting project completed. MCU

MOTION by Mayor Oberstar, Seconded Skrbec to allocate $4,750 to approve drain tile installation along the Public Works building quoted by CC Winger and authorize Public Works Director Sam Lautigar to work with the contractor on getting project completed before winter. Roll Call Vote: Ayes: Oberstar, Skrbec. Nayes: Pontinen, Vertachnik. Motion Failed 2-2.

MOTION by Councilor Skrbec, Seconded Vertachnik to direct Public Works staff to address the drain tile installation next spring at the Public Works building and utilize City crews to complete the work. MCU

Skrbec requested the City Attorney research the proper easement for the drain tile and the buildable size of the lot nearby for potential acquisition for a single stall garage.

MOTION by Councilor Skrbec, Seconded Pontinen to approve purchase of skid steer tire replacements from Pomp's as the lowest bidder in the amount of $1,502.88. MCU

F. Campground Host (if reporting)
G. Library Director Su Dubbas
H. First Responders Pete Makowski
I. Clerk-Treasurer Nancy Sanford

Sanford updated Council on financial reporting and necessary corrections staff have been working on related to expense and revenue accounts, which will result in more accurately represented financial reporting. Updated Council on the list of existing delinquent utility accounts.

Skrbec requested confirmation on cold weather rule for utility disconnections due to nonpayment.

Lindsey confirmed there are additional approvals required before disconnection during winter months.

Sanford confirmed that the accounts delinquent longer than six years are no longer eligible to be collected via county property tax assessment because of a time limitation and requests that Council consider waiving these balances off the books due to the City's inability to request reimbursement. Confirmed that for accounts less than six years, staff request authorization to take action by scheduling a public hearing for these amounts and work with citizens to make payment prior to submitting to St. Louis County for assessment to property taxes.

MOTION by Councilor Skrbec, Seconded Vertachnik to set a public hearing at the regular November 10, 2026 Council meeting at 6 p.m. to consider delinquent utility accounts. MCU

Sanford discussed the two Fayal sewer accounts and the $100/month fee outstanding on accounts and requested clarification on past practice from Council and whether fee reinstatement and collection should continue.

Skrbec requested City Attorney provide information about specific state statute and the City's ordinance language requiring property owners to hook up to utilities.

MOTION by Mayor Oberstar, Seconded Pontinen to reinstate and request reimbursement of the $100/month fee for sewer connection accounts in Fayal township. Roll Call Vote: Ayes: Oberstar, Pontinen, Vertachnik. Decline to vote: Skrbec. Motion Passes 3-0.

Sanford discussed quotes from Caselle for payroll and accounts receivable that was included in the Working Session agenda packet and the savings the City would realize if they stopped outsourcing payroll.

MOTION by Councilor Vertachnik, Seconded Skrbec to approve the proposal from Caselle for Payroll processing in the one-time setup cost of $3,875 and discontinue outsourcing of payroll effective January 1, 2027 with request that there be two staff persons that learn the new system. MCU

MOTION by Councilor Pontinen, Seconded Vertachnik to approve the proposal from Caselle for an accounts receivable module effective January 1, 2027. MCU

7. OLD BUSINESS

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

MOTION by Councilor Vertachnik, Seconded Skrbec to approve Employee Timesheets from 9/27/2026-10/10/2026. MCU

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

MOTION by Councilor Pontinen, Seconded Vertachnik to approve Bills and Payroll from the first half of October, upon proper audit of Clerk and Mayor. MCU

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

Oberstar noted a motion was made under Council reports to allow two weeks for a response related to the amended campground management agreement.

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

Approved under 6. Staff Reports.

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

Council discussion on payroll and HR functions that were incorporated in the past job description for the Deputy Clerk, as well as rate of pay of $70,000-$85,000 plus a benefits package. Requested removal of Treasurer reference and replace to accountant in the job description.

MOTION by Councilor Skrbec, Seconded Vertachnik to approve Resolution 2026-30 approving the deputy clerk job description and authorizing advertisement for the position. MCU

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

Approved under 6D Reports.

G. Northern Lights Dental Property Sale (requires 4/5 vote)

Mayor skipped; more information requested by Council.

8. NEW BUSINESS

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

MOTION by Councilor Vertachnik, Seconded Skrbec to table Resolution 2026-24 approving CIT technology services for domain transition until alternative proposals from other companies can be considered, direct the City Clerk to determine whether the renewal for security is for Gilbert or Biwabik and consider the firewall security renewal separately. MCU

MOTION by Councilor Skrbec, Seconded Vertachnik to approve the SonicWall TZ670 firewall security services in the amount of $1,999. MCU

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

MOTION by Councilor Skrbec, Seconded Vertachnik to authorize Resolution 2026-25 to authorize engagement of Randall Parkhurst for information technology services and execution of a limited month-to-month agreement in the amount of $35/hour and a $200 monthly retainer with ability to discontinue with 30-days' notice. MCU

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

MOTION by Councilor Vertachnik, Seconded Pontinen to approve Resolution 2026-27 authorizing advertisement for two seasonal rink attendant positions, not to exceed 65 shifts at a rate of pay of $16.00/hr. MCU

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

MOTION by Councilor Pontinen, Seconded Vertachnik to approve Resolution 2026-28 authorizing reactivation of the City's Minnesota municipal money market fund (4M) account and designating authorized personnel. MCU

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)

Approved under 6D Staff Reports.

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

Approved under 6E Reports.

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

MOTION by Councilor Skrbec, Seconded Pontinen to approve Resolution 2026-32 authorizing the hiring of Evan Graves as a police officer for the Gilbert Police Department. MCU

H. **2026-33** RESOLUTION APPROVING THE MESABI BITUMINOUS, INC. PROPOSAL FOR COMMUNITY CENTER PARKING LOT IMPROVEMENTS (Pages 209-212)

MOTION by Mayor Oberstar, Seconded Pontinen to deny Resolution 2026-33 approving the Mesabi Bituminous, Inc. proposal for the community center parking lot improvements and not approve parking lot improvements as proposed. MCU

9. MISCELLANEOUS ANNOUNCEMENTS

- November 3, 2026 – Canvassing of the General Election
- November 10 and 24, 2026 – Budget-focused Council working sessions
- November 10, 2026 Regular City Council – Announcement/Certification of Nov. 3 General Election Results
- November 17, 2026 – Special Council budget meeting, 5:00–7:00 p.m.

10. ADJOURN

MOTION by Councilor Vertachnik, Seconded Skrbec to adjourn the meeting at 9:52 p.m. MCU

Respectfully submitted,

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Nancy Sanford, Clerk-Treasurer

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Karl Oberstar, Jr., Mayor

Row Labels	Sum of GROSS PAY	Reg Earnings	OT Earnings	Comp Time	Campground	FP	First Responders	Holiday	Holiday Worked	Longevity	National Guard	OnCall	Personal Days	Rank	Retro Pay	City Parent	Sick Time	Stipend	Sunday	Vacation
CGFIRE - Fire	**$ 5,150.00**				**$ 5,150.00**															
CHSEAS - City Hall Seasonal	**$ 5,336.40**	**$ 5,030.72**	**$ 97.68**														**$ 208.00**			
CIHAAD - City Hall Admin	**$ 17,582.25**	**$ 14,080.35**	**$ 2,984.30**					**$ 517.60**												
CITCLE - City Clerk	**$ 31,875.00**	**$ 21,162.50**	**$ 7,875.00**			**$ 800.00**		**$ 800.00**									**$ 825.00**			**$ 412.50**
ELECTR - Electric	**$ 13,833.76**	**$ 13,280.40**	**$ 47.44**					**$ 505.92**												
FIRRES - First Responders	**$ 750.00**						**$ 750.00**													
LIBRAR - Library	**$ 23,719.80**	**$ 22,301.80**						**$ 384.00**					**$ 72.00**				**$ 76.00**	**$ 675.00**		**$ 211.00**
POLEMP - Police Employee	**$ 11,389.75**	**$ 9,635.25**						**$ 377.00**					**$ 188.50**				**$ 413.25**			**$ 775.75**
POLICE - Police Payroll	**$ 161,039.32**	**$ 103,904.98**	**$ 35,170.30**					**$ 3,499.44**	**$ 2,378.62**	**$ 4,614.00**	**$ 3,901.20**					**$ 4,109.46**			**$ 3,461.32**	
PUBUTI - Public Utilities	**$ 56,846.88**	**$ 37,858.51**	**$ 2,377.03**	**$ 3,078.21**				**$ 1,622.88**	**$ 628.16**	**$ 505.51**		**$ 4,200.00**	**$ 515.36**	**$ 1,591.43**	**$ 144.96**		**$ 2,793.78**			**$ 1,531.05**
PUBWOR - Public Works Emplo	**$ 71,029.01**	**$ 56,129.74**	**$ 890.46**	**$ 1,167.81**				**$ 2,406.56**		**$ 1,163.97**			**$ 363.63**	**$ 1,836.96**			**$ 2,924.35**			**$ 4,145.53**
PWSEAS - Public Works Seaso	**$ 14,922.00**	**$ 14,394.00**															**$ 528.00**			
(blank)	**$ 413,474.17**	**$ 297,778.25**	**$ 49,442.21**	**$ 4,246.02**	**$ 5,150.00**	**$ 800.00**	**$ 750.00**	**$ 10,113.40**	**$ 3,006.78**	**$ 6,283.48**	**$ 3,901.20**	**$ 4,200.00**	**$ 1,139.49**	**$ 3,428.39**	**$ 144.96**	**$ 4,109.46**	**$ 7,768.38**	**$ 675.00**	**$ 3,461.32**	**$ 7,075.83**
(blank)	$ 413,474.17	$ 297,778.25	$ 49,442.21	$ 4,246.02	$ 5,150.00	$ 800.00	$ 750.00	$ 10,113.40	$ 3,006.78	$ 6,283.48	$ 3,901.20	$ 4,200.00	$ 1,139.49	$ 3,428.39	$ 144.96	$ 4,109.46	$ 7,768.38	$ 675.00	$ 3,461.32	$ 7,075.83
Grand Total	**$ 826,948.34**	**$ 595,556.50**	**$ 98,884.42**	**$ 8,492.04**	**$ 10,300.00**	**$ 1,600.00**	**$ 1,500.00**	**$ 20,226.80**	**$ 6,013.56**	**$ 12,566.96**	**$ 7,802.40**	**$ 8,400.00**	**$ 2,278.98**	**$ 6,856.78**	**$ 289.92**	**$ 8,218.92**	**$ 15,536.76**	**$ 1,350.00**	**$ 6,922.64**	**$ 14,151.66**

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
ADVANCED AUDIO INC							
ADVANCED AUDIO INC	11.03.2026	Utility Billing Processing - Electric	11/03/2026	1,337.24	.00		604-49590-350
Total ADVANCED AUDIO INC:				1,337.24	.00		
AT&T FIRST NET							
AT&T FIRST NET	287314687679	Telephone - Recreation	10/25/2026	17.76	.00		101-45122-321
AT&T FIRST NET	287314687679	Telephone - City Hall	10/25/2026	231.61	.00		101-41400-321
AT&T FIRST NET	287314687679	Telephone - Electric	10/25/2026	39.73	.00		604-49590-320
AT&T FIRST NET	287314687679	Telephone - Water	10/25/2026	133.15	.00		601-49430-321
AT&T FIRST NET	287314687679	Telephone - Campground	10/25/2026	51.75	.00		224-45183-321
AT&T FIRST NET	287314687679	Telephone - Sewer	10/25/2026	179.86	.00		602-49480-321
AT&T FIRST NET	287314687679	Telephone - Public Works	10/25/2026	98.46	.00		101-43000-321
AT&T FIRST NET	287314687679	Telephone - Council/Mayor	10/25/2026	93.42	.00		101-41110-321
Total AT&T FIRST NET:				845.74	.00		
CHRISTENSEN PARTS							
CHRISTENSEN PARTS	656741	Equipment Parts - Public Works	10/19/2026	45.98	.00		101-43000-221
Total CHRISTENSEN PARTS:				45.98	.00		
CINTAS							
CINTAS	4286790321	Mats - WWTP	10/26/2026	83.02	.00		602-49480-300
CINTAS	4286790324	Overalls - Mechanics - Public Wor	10/26/2026	20.16	.00		101-43000-300
CINTAS	4286790356	Mats - Community Center	10/26/2026	34.98	.00		101-41940-400
CINTAS	4287554873	City Hall Rugs - General	11/02/2026	94.55	.00		101-41930-300
CINTAS	4287554887	Overalls - Mechanics - Public Wor	11/02/2026	20.85	.00		101-43000-300
Total CINTAS:				253.56	.00		
CIT Computer Integration Technologies							
CIT Computer Integration Tech	524600	IT Support - General	10/31/2026	3,246.38	.00		101-41930-300
Total CIT Computer Integration Technologies:				3,246.38	.00		
GRAYBAR ELECTRIC COMPANY INC.							
GRAYBAR ELECTRIC COMPA	9355097154	Electrical Repair - WTP	10/16/2026	54.85	.00		601-49430-404
GRAYBAR ELECTRIC COMPA	9355167668	Electrical Repair - City Hall	10/22/2026	317.92	.00		101-41930-400
Total GRAYBAR ELECTRIC COMPANY INC.:				372.77	.00		
HAWKINS INC							
HAWKINS INC	7606327	Chemicals - WTP	10/20/2026	668.25	.00		601-49430-216
HAWKINS INC	7608225	Chemicals - WTP	10/23/2026	8,237.50	.00		601-49430-216
Total HAWKINS INC:				8,905.75	.00		
HOMETOWN FOCUS							
HOMETOWN FOCUS	103048	Job Posting - General	10/30/2026	50.00	.00		101-41000-350

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
Total HOMETOWN FOCUS:				50.00	.00		
IDEAL SERVICE INC							
IDEAL SERVICE INC	14446	Preventative Maintenance - WWT	10/26/2026	739.00	.00		602-49480-220
Total IDEAL SERVICE INC:				739.00	.00		
INTER CITY OIL CO							
INTER CITY OIL CO	066026	Fuel - Public Works	09/17/2026	1,965.64	.00		101-43000-212
INTER CITY OIL CO	30298	Fuel - Public Works	10/13/2026	763.00	.00		101-43000-212
Total INTER CITY OIL CO:				2,728.64	.00		
L & M SUPPLY							
L & M SUPPLY	0310106923	Supplies - Elections	11/02/2026	11.97	.00		101-41410-210
L & M SUPPLY	0310106923	Supplies - Community Center	11/02/2026	27.96	.00		101-41940-210
Total L & M SUPPLY:				39.93	.00		
LAWSON PRODUCTS							
LAWSON PRODUCTS	9313813590	Paint - Public Works	09/18/2026	486.54	.00		101-43000-220
Total LAWSON PRODUCTS:				486.54	.00		
LELS							
LELS	NOVEMBER 2	Union Dues - Police	11/01/2026	365.00	.00		101-21700
Total LELS:				365.00	.00		
MEDIACOM							
MEDIACOM	838492218000	Telephone - Ore-Be-Gone - Camp	10/20/2026	329.95	.00		224-45183-320
MEDIACOM	838492218009	Telephone - WTP	10/16/2026	129.44	.00		601-49430-321
Total MEDIACOM:				459.39	.00		
MENARDS							
MENARDS	93547	Supplies - Public Works	10/13/2026	114.20	.00		101-43000-210
MENARDS	93552	Supplies - WTP	10/13/2026	10.99	.00		601-49430-210
MENARDS	94159	Supplies - WWTP	10/22/2026	72.85	.00		602-49480-220
Total MENARDS:				198.04	.00		
MESABI BITUMINOUS INC							
MESABI BITUMINOUS INC	56258	Street Maintenance Materials - Pu	10/19/2026	382.32	.00		101-43000-224
Total MESABI BITUMINOUS INC:				382.32	.00		
METRO SALES							
METRO SALES	INV3169881	Copier Lease - City Hall	08/24/2026	814.16	.00		101-41400-413
Total METRO SALES:				814.16	.00		
Mid-American Research Chemical							
Mid-American Research Chemi	0881433-IN	Chemicals - WWTP	06/19/2026	848.00	.00		602-49480-216

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
Total Mid-American Research Chemical:				848.00	.00		
MINNESOTA POWER							
MINNESOTA POWER	055994463913	Genoa Lift Station - Electrict - Se	10/16/2026	32.77	.00		602-49480-380
Total MINNESOTA POWER:				32.77	.00		
MINNESOTA POWER - SERVICE							
MINNESOTA POWER - SERVI	007086644381	Street Lighting - Public Works	10/16/2026	201.45	.00		101-43000-387
Total MINNESOTA POWER - SERVICE:				201.45	.00		
Minnesota Public Safety Group							
Minnesota Public Safety Group	26-102	Training - Fire	10/31/2026	266.00	.00		101-42260-331
Total Minnesota Public Safety Group:				266.00	.00		
NEMANICK, ANTHONY							
NEMANICK, ANTHONY	10.21.2026	Travel - Fire	10/21/2026	181.86	.00		101-42260-331
NEMANICK, ANTHONY	10.21.2026	Training - Fire	10/21/2026	425.00	.00		101-42260-331
Total NEMANICK, ANTHONY:				606.86	.00		
North Shore Development Co.							
North Shore Development Co.	1004	Professional Services - General	11/02/2026	4,016.25	.00		101-41400-300
Total North Shore Development Co.:				4,016.25	.00		
PARKHURST, RANDALL							
PARKHURST, RANDALL	10.31.2026	IT Services - General	11/02/2026	1,205.00	.00		101-41930-300
Total PARKHURST, RANDALL:				1,205.00	.00		
RANGE AUTO PARTS CO							
RANGE AUTO PARTS CO	18825	Equipment Parts - Public Works	10/22/2026	280.32	.00		101-43000-221
Total RANGE AUTO PARTS CO:				280.32	.00		
Remien, Justin							
Remien, Justin	11.02.2026	Travel - Public Works	11/02/2026	339.56	.00		101-43000-331
Total Remien, Justin:				339.56	.00		
RMB ENVIRONMENTAL LABORATORIES							
RMB ENVIRONMENTAL LABO	H025231	Influent/Effluent Testing - WWTP	10/23/2026	248.71	.00		602-49480-438
RMB ENVIRONMENTAL LABO	H025308	Data Management Fee - WWTP	10/22/2026	57.48	.00		602-49480-438
RMB ENVIRONMENTAL LABO	H025327	Influent/Effluent Testing - WWTP	10/29/2026	248.71	.00		602-49480-438
RMB ENVIRONMENTAL LABO	H025428	Influent/Effluent Testing - WWTP	10/30/2026	248.71	.00		602-49480-438
Total RMB ENVIRONMENTAL LABORATORIES:				803.61	.00		
SC Electric LLC							
SC Electric LLC	316	Electrical Repair - City Hall	10/30/2026	1,150.00	.00		101-41930-400
SC Electric LLC	317	Electric Repair - WTP	10/30/2026	905.50	.00		601-49430-404

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
Total SC Electric LLC:				2,055.50	.00		
SEH Inc.							
SEH Inc.	518160	GILBM WTP Bidding & CA Engine	10/19/2026	1,337.30	.00		601-49430-303
Total SEH Inc.:				1,337.30	.00		
SHRED-it USA							
SHRED-it USA	8015806315	Shred Services - City Hall	10/23/2026	116.11	.00		101-41400-300
Total SHRED-it USA:				116.11	.00		
ST LOUIS LAKE CO REG RAILROAD							
ST LOUIS LAKE CO REG RAI	10.20.2026	Mowing - Mesabi Trail	10/20/2026	630.00	.00		101-45000-406
Total ST LOUIS LAKE CO REG RAILROAD:				630.00	.00		
STREICHERS							
STREICHERS	I1854975	Uniform - Police	10/20/2026	35.99	.00		101-42110-417
STREICHERS	I1856403	Uniform - Police	10/27/2026	25.98	.00		101-42110-417
Total STREICHERS:				61.97	.00		
SUN LIFE FINANCIAL							
SUN LIFE FINANCIAL	NOVEMBER 2	Water - LTD Insurance	11/30/2026	52.40	.00		601-49430-130
SUN LIFE FINANCIAL	NOVEMBER 2	Police - LTD Insurance	11/30/2026	235.80	.00		101-42110-130
SUN LIFE FINANCIAL	NOVEMBER 2	Electric - LTD Insurance	11/30/2026	13.10	.00		604-49590-130
SUN LIFE FINANCIAL	NOVEMBER 2	Public Works - LTD Insurance	11/30/2026	157.20	.00		101-43000-130
SUN LIFE FINANCIAL	NOVEMBER 2	City Office - LTD Insurance	11/30/2026	78.60	.00		101-41400-130
SUN LIFE FINANCIAL	NOVEMBER 2	Sewer - LTD Insurance	11/30/2026	91.70	.00		602-49480-130
Total SUN LIFE FINANCIAL:				628.80	.00		
TITAN MACHINERY - ROGERS							
TITAN MACHINERY - ROGER	PS1413507-1	Equipment Parts - Public Works	10/23/2026	578.72	.00		101-43000-221
Total TITAN MACHINERY - ROGERS:				578.72	.00		
US Bank Equipment Finance							
US Bank Equipment Finance	593338411	Copier Lease - City Hall	10/16/2026	142.80	.00		101-41400-413
Total US Bank Equipment Finance:				142.80	.00		
USA BLUE BOOK	**CUST#40578**						
USA BLUE BOOK	C INV01199543	Supplies - WWTP	10/26/2026	352.99	.00		602-49480-220
USA BLUE BOOK	C INV01199543	Supplies - WTP	10/26/2026	59.84	.00		601-49430-220
Total USA BLUE BOOK CUST#40578:				412.83	.00		
USABLE LIFE							
USABLE LIFE	0007660194	Life & Disability Insurance - Sewer	11/01/2026	103.64	.00		602-49480-130
USABLE LIFE	0007660194	Life & Disability Insurance - Office	11/01/2026	95.79	.00		101-41400-130
USABLE LIFE	0007660194	Life & Disability Insurance - Water	11/01/2026	63.86	.00		601-49430-130
USABLE LIFE	0007660194	Life & Disability Insurance - Electri	11/01/2026	15.11	.00		604-49590-130
USABLE LIFE	0007660194	Life & Disability Insurance - HRA	11/01/2026	84.58	.00		101-49200-130
USABLE LIFE	0007660194	Life & Disability Insurance - Public	11/01/2026	184.55	.00		101-43000-130

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
USABLE LIFE	0007660194	Life & Disability Insurance - Police	11/01/2026	81.90	.00		101-42110-130
Total USABLE LIFE:				629.43	.00		
USIC locating service							
USIC locating service	836716FS	Locate Services - Fuel Surcharge	10/30/2026	10.35	.00		604-49570-315
USIC locating service	842806	Locate Services - Electric	10/31/2026	2,646.00	.00		604-49570-315
Total USIC locating service:				2,656.35	.00		
VERIZON WIRELESS							
VERIZON WIRELESS	6155306711	Telephone - Police	10/08/2026	412.47	.00		101-42110-321
Total VERIZON WIRELESS:				412.47	.00		
Grand Totals:				39,532.54	.00		

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Clerk/Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

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

MEMO

To: Gilbert City Council
Date: November 3, 2026
Subject: Sherwood Forest Campground – Host Contract

Background

At its October 13, 2026, regular meeting, the City Council withdrew its previous approval of a campground host agreement and directed the City Attorney to prepare a revised agreement addressing compensation, campground responsibilities, and City staffing assistance.

A revised Independent Contractor Agreement was subsequently presented to Dawn Taarud-Martinez and Chon Martinez for management of Sherwood Forest Campground through October 2028.

At its October 27, 2026, meeting, Council approved a motion allowing the contractors two weeks to review and respond to the proposed terms. The contractors have since indicated they do not wish to proceed with the revised agreement. Accordingly, Resolution 2026-29 will not be presented for approval of the revised agreement.

The existing campground host agreement remains in effect through April 2027. Under its terms, the City may elect to assume responsibility for certain off-season campground services rather than continue contracting for those services.

Discussion/Recommended Action

Council is asked to discuss and provide direction on the following:

1. Remaining Contract Term and Winter Operations

Determine whether to continue contracted off-season campground services or direct City staff to assume the applicable responsibilities for the remainder of the winter season, consistent with the existing agreement.

2. Campground Management – 2027 Season

Discuss the City's approach to securing campground host services for the 2027 camping season, including the proposed scope of responsibilities, City-provided staffing assistance, and compensation.

Staff recommends Council consider authorizing staff to seek solicitations for campground host services, with an anticipated compensation range of $37,000–$43,000, subject to Council direction regarding the proposed scope and contract term. Any proposals received would be reviewed and brought back to Council for consideration and approval.

Attachments:

- Existing Campground Management Agreement
- Proposed Revised Independent Contractor Agreement

CITY OF GILBERT
INDEPENDENT CONTRACTOR AGREEMENT FOR CAMPGROUND MANAGER POSITION
2026

This Independent Contractor Agreement made and entered into this 14th Day of April 2026, by and between the City of Gilbert, St. Louis County, Minnesota, a municipal corporation, and Jose C. Martinez Campos & Dawn Taarud-Martinez.

THE PARTIES DO CONTRACT AND AGREE AS FOLLOWS:

1. Chon & Dawn Martinez (sometimes hereinafter collectively referred to as "Independent Contractor" agree to provide professional campground management services for the Sherwood Forest Campground for the 2026 calendar year and part of the 2026 season. The contract will be renewable if both parties agree. The 2027 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. Campground Caretaker Contract compensation is as follow:

   The amount to be paid to Independent Contractor for the services provided for this contract shall be a total of $38,800 paid throughout the year as $4,800 per month in April, May, June, July, August, September and October and $1,000 the months of November, December, January, February, and March. If the Martinez's or the City decide not to manage activities in November, December, and January, $1,000 per month will be deducted from the $38,800 annual compensation. There will be no commissions due or requested to be paid to the campground host, and this includes tips for the delivery of services.

3. This contract is intended to constitute an independent contractor agreement by and between the parties and it is intended that (Campground Caretaker) will not be considered as employee(s) of the City of Gilbert for any purpose and that (Campground Caretaker) will perform contracted functions in such a manner as to remain an independent contractor as defined by Minnesota law. Under this contract, (Campground Caretaker) is/are independent contractor(s) and nothing contained in this contract shall create or be construed as creating the relationship of employer and employee between the City of Gilbert and (Campground Caretaker). As independent contractor(s), (Campground Caretaker), shall, at all times, 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. (Campground Caretaker) acknowledge and agree 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. (Campground Caretaker) also acknowledge and agree that no withholding or deductions for state or federal income taxes, FICA, FUTA or otherwise will be made from the payments due to them under this contract, and that it is (Campground Caretaker's) sole obligation to comply with the applicable provisions of all

federal and state tax laws with respect to any payments made to (Campground Caretaker) hereunder.

4. General responsibilities include:

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
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
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 Police and Supervisor
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 on a monthly basis 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. The independent contractors will have the use of City equipment to perform their job 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. 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 aging and normal wear. The Campground Fund will be charged for these expenses.

6. The City will provide the Independent Contractor with a UTV for use in the performance of campground duties. The City will provide all fuel and lubricants for the UTV and be responsible for the routine servicing, repairs and replacement of the UTV due to normal wear. The Campground Fund will be charged for these expenses.

7. The City agrees to furnish the Independent Contractor with one campsite for them and provide electricity, water and sewer connections on site for their RV. The Independent Contractor will live on site during the camping season.

8. The City further agrees to furnish a second site for the Campground Host and provide electricity, water and sewer connections at that site, without charge to the Independent Contractor or Host. The Host will assist the Independent Contractor with duties as the Independent Contractor sees fit. The Host will handle campground operations when the Independent Contractors are off duty and/or off site for four days each month. Independent Contractors agree not to take this time off during holidays or major events happening at the campground. Any monetary compensation paid to Campground Host will be the responsibility of the Independent Contractor.

9. The City agrees that the City shall make all repairs to the buildings, equipment, and furnishings in the Campground, including all pre-season set-up and post-season closing

down duties at the Campground. The City also agrees to provide help with major grounds keeping such as tree trimming, brushing etc. as needed. The Campground Fund will be charged for these expenses.

10. The City shall provide all necessary office supplies, paper products, cleaning supplies, etc. for the bathrooms and office buildings. The Campground Fund will be charged for these expenses.

11. The City shall provide Independent Contractors with a cell phone and computer for use in making campground reservations in the off season.

12. In the event that Independent Contractor hires, retains, or assigns any employees or personnel to perform any of the duties and responsibilities required under this contract, then independent Contractor represents and agrees that they shall provide and carry all required insurances for any of the Independent Contractor's employees, including worker's compensation insurance and unemployment compensation insurance. All premiums for and retentions and deductibles under such policies of insurance shall be paid by Independent Contractor. 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.

13. The parties to this contract 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 other party to this contract.

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

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

16. 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.

17. 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 April 14th, 2026.

By: _____ _____
Karl Oberstar, Jr. Dawn Taarud-Martinez

By: _____ _____
Lynn Lorey Chon Martinez
Interim City 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: November 3, 2026
Subject: Minnesota Power – Utility Pole Replacement and Streetlight Improvements (Resolution 2026-35)

Background

At its October 27, 2026, meeting, the City Council reviewed proposed utility pole replacement work from Minnesota Power and requested that the projects return for consideration at the November 10 meeting with additional location information and supporting materials.

Minnesota Power has provided scopes of work, estimated costs, and location exhibits for the following improvements:

1. Replacement of Three Red-Tagged Utility Poles – $12,500
Replacement of three previously identified red-tagged poles, including associated wiring, hardware, and transfer of existing lights. Minnesota Power estimates $12,500 for labor and materials.

2. Removal of Two Utility Poles and Installation of Underground Cable – $9,000
Removal of two red-tagged poles and associated overhead wiring, installation of a new secondary pedestal, and approximately 100 feet of underground cable. The estimate includes $3,900 for Minnesota Power and $5,100 for Gulbranson Excavating.

3. Streetlight Pole Replacement, Wiring, and Siren Pole Removal – $8,500
Additional work identified in the updated materials includes:

- Minnesota Avenue East and East Wisconsin Avenue – Streetlight pole replacement and wiring: $4,300.
- Saint Louis Avenue and Minnesota Avenue – Streetlight pole replacement: $3,300.
- Pole M5511920 – Removal of existing siren pole: $900.

Financial Considerations

The combined estimated cost of the three projects is $30,000.

Discussion/Recommended Direction

Council is asked to review the proposed projects, location exhibits, and estimated costs during the November 10, 2026, working session and determine which improvements to authorize.

At the November 10, 2026, regular City Council meeting, Council is asked to consider approval of Resolution 2026-35, authorizing the individual Minnesota Power projects, subject to any amendments, exclusions, or conditions approved by Council.

Attachments:

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

- Resolution 2026-35
- Minnesota Power Scopes of Work, Cost Estimates, and Location Exhibits

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-35

RESOLUTION AUTHORIZING MINNESOTA POWER UTILITY POLE REPLACEMENT AND STREETLIGHT IMPROVEMENT PROJECTS

WHEREAS, the City of Gilbert has identified utility poles and related electrical infrastructure requiring replacement or improvements; and

WHEREAS, Minnesota Power has provided scopes of work, estimated costs, and location exhibits for the proposed improvements under the City's existing Master Services Agreement; and

WHEREAS, the City Council reviewed the proposed projects and desires to authorize the selected improvements.

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

1. Approves replacement of three red-tagged utility poles by Minnesota Power at an estimated cost of $12,500, including associated wiring, hardware, and transfer of existing lights.
2. Approves removal of two utility poles and installation of underground cable at an estimated cost of $9,000, including $3,900 for Minnesota Power's work and $5,100 for Gulbranson Excavating.
3. Approves streetlight pole replacement, wiring improvements, and siren pole removal at an estimated cost of $8,500, consisting of:
    - Minnesota Avenue East and East Wisconsin Avenue: $4,300.
    - Saint Louis Avenue and Minnesota Avenue: $3,300.
    - Removal of siren pole M5511920: $900.
4. Authorizes the Public Works Operations Director and Clerk-Treasurer to coordinate the approved work with Minnesota Power under the City's existing Master Services Agreement.

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 10th day of November 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

minnesota power / 30 west superior street / duluth, minnesota 55802-2093 / 218-722-5642 / www.mnpower.com

September 28, 2026

Re: Scope of Work
Master Services Agreement between City of Gilbert and MINNESOTA POWER (MP)

Dear City of Gilbert,

Minnesota Power is pleased to provide the following Scope of Work for the request to replace (3) red tagged poles that were identified for replacement during last groundline inspection. (2015)

Scope of work:

- Install/remove (3) 35/5 poles, 200' of #6 duplex (1) down guy, (3) ground rod, (4) pole keys, remove (1) old pole and transfer (3) masts and lights to new poles.

Initial estimate for pole replacements is $12500.00 for labor and material.

Actuals will be billed in accordance with the existing MSA. Please let me know if you would like Minnesota Power to perform work.

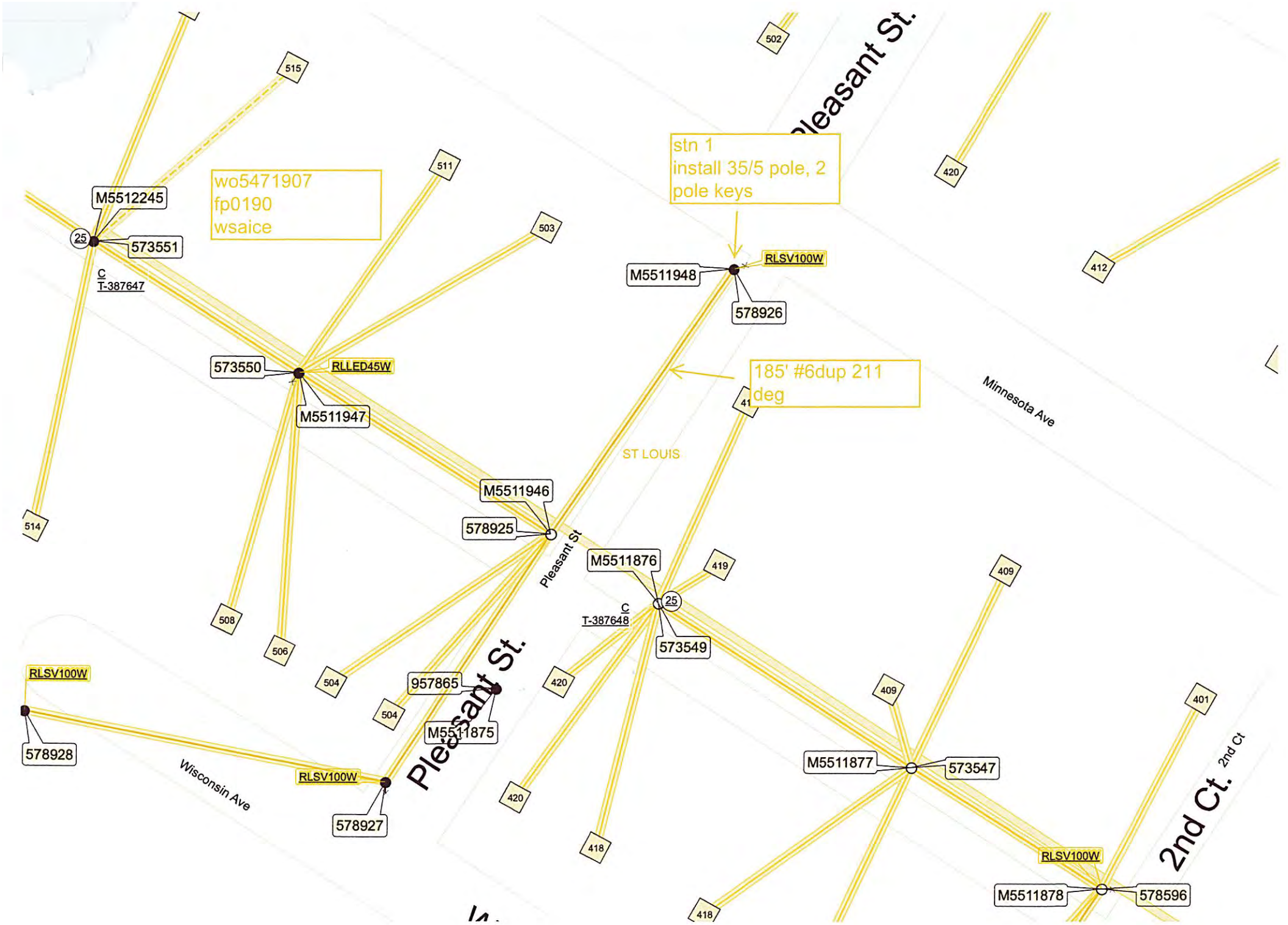
Will Saice
Assistant Engineer Senior
218-590-5981

3 poles

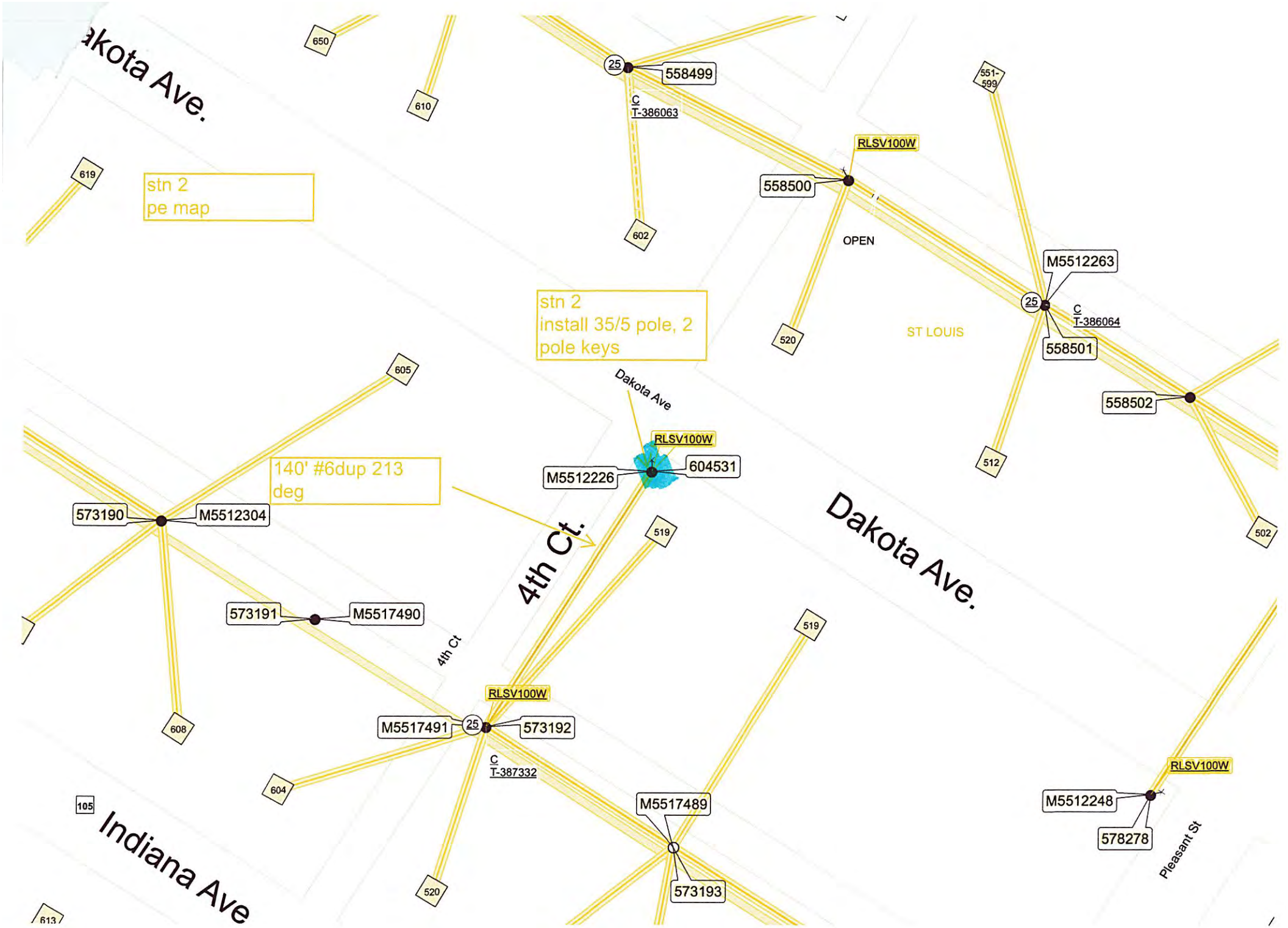
$ 12500
9000
8500
$ 30,000

MINN AVE W AND PLEASANT

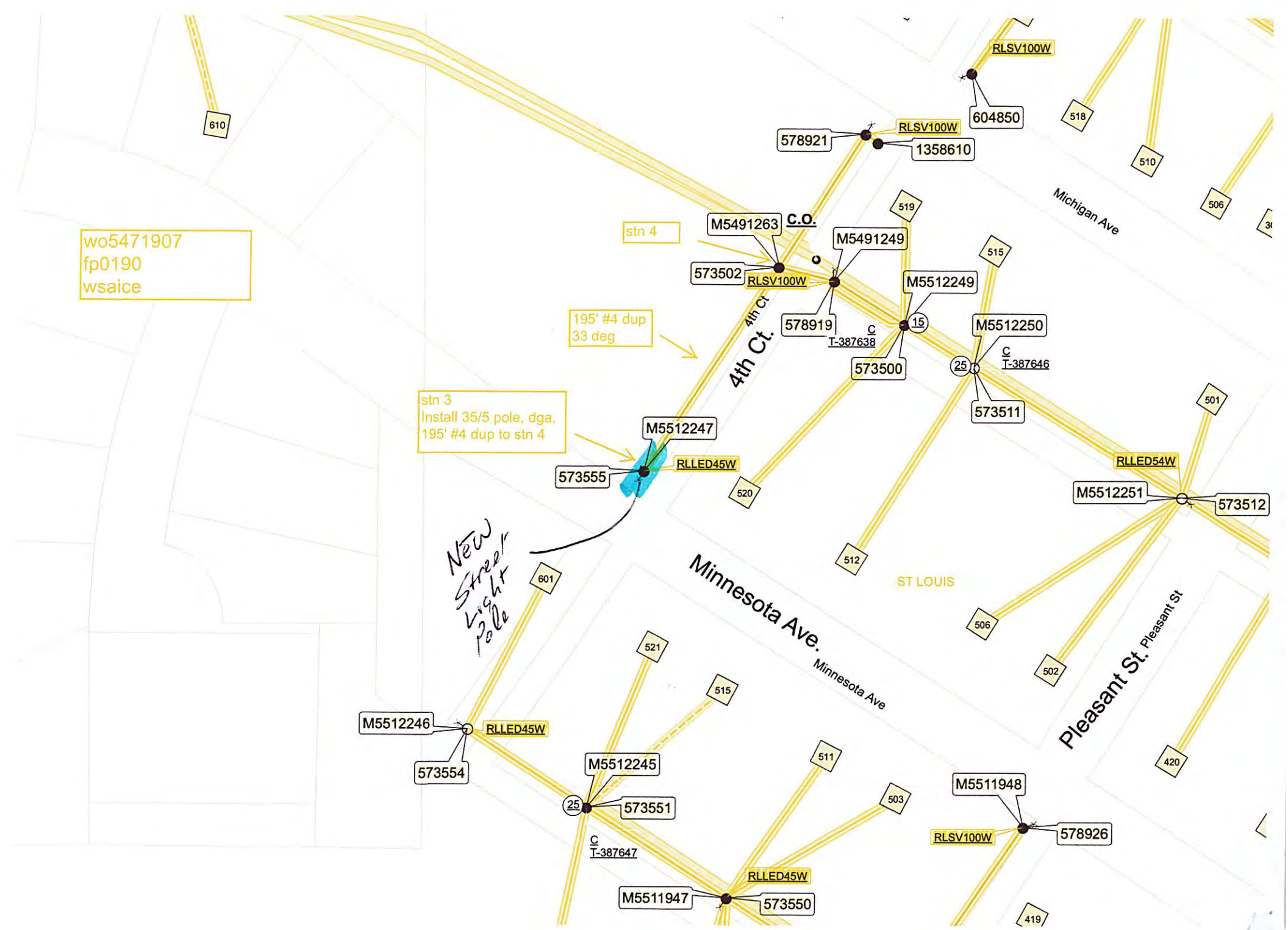



wo5471907
fp0190
wsaice
stn 1
install 35/5 pole, 2
pole keys
185' #6dup 211
deg
M5512245
573551
C
T-387647
M5511948
RLSV100W
578926
573550
RLLED45W
M5511947
M5511946
578925
M5511876
C
T-387648
573549
957865
M5511875
578928
RLSV100W
578927
M5511877
573547
RLSV100W
M5511878
578596
ST LOUIS
Pleasant St
Pleasant St.
Minnesota Ave
Wisconsin Ave
2nd Ct.
2nd Ct
502
515
511
503
420
412
514
508
506
504
504
419
409
420
409
401
420
418
418


Dakota
AND 4th
Court
Google Maps


Dakota Ave.
650
610
25
558499
C
T-386063
551-599
RLSV100W
558500
619
stn 2
pe map
602
OPEN
M5512263
25
C
T-386064
ST LOUIS
520
558501
stn 2
install 35/5 pole, 2
pole keys
558502
605
Dakota Ave
RLSV100W
604531
M5512226
512
140' #6dup 213
deg
573190
M5512304
519
4th Ct.
Dakota Ave.
573191
M5517490
502
4th Ct
519
RLSV100W
608
M5517491
25
573192
C
T-387332
604
105
M5517489
RLSV100W
M5512248
578278
Pleasant St
Indiana Ave
520
573193
613


MINN AVE W
AND 4th
COURT
Google Maps


wo5471907
fp0190
wsaice
stn 4
stn 3
Install 35/5 pole, dga,
195' #4 dup to stn 4
195' #4 dup
33 deg
New Street Light Pole
M5491263
C.O.
573502
RLSV100W
M5491249
578919
C
T-387638
573500
M5512249
M5512250
C
T-387646
573511
M5512247
573555
RLLED45W
M5512246
573554
RLLED45W
M5512245
25
573551
C
T-387647
RLLED45W
M5511947
573550
M5511948
RLSV100W
578926
RLSV100W
578921
1358610
RLSV100W
604850
RLLED54W
M5512251
573512
4th Ct.
4th Ct
Michigan Ave
Minnesota Ave.
Minnesota Ave
Pleasant St.
Pleasant St
ST LOUIS
610
601
520
512
519
515
518
510
506
501
521
515
511
503
502
420
419

® **minnesota power** / 30 west superior street / duluth, minnesota 55802-2093 / 218-722-5642 / www.mnpower.com

September 28, 2026

Re: Scope of Work
Master Services Agreement between City of Gilbert and MINNESOTA POWER (MP)

Dear City of Gilbert,

Minnesota Power is pleased to provide the following Scope of Work for the request to remove (2) red tagged poles and hardware that were identified for replacement during last groundline inspection. (2015). Install (1) new sec ped, plow in 100' of 4/0 secondary cable. Gulbranson will plow in cable.

Scope of work:

- Remove (2) 40/3 poles, 450' of #6cu primary wire (1) down guy, (1) ohtx (will be placed at city location)
- Install (1) sec ped, 100' 4/0 ug cable
- Gulbranson to plow in 100' between secondary pedestals

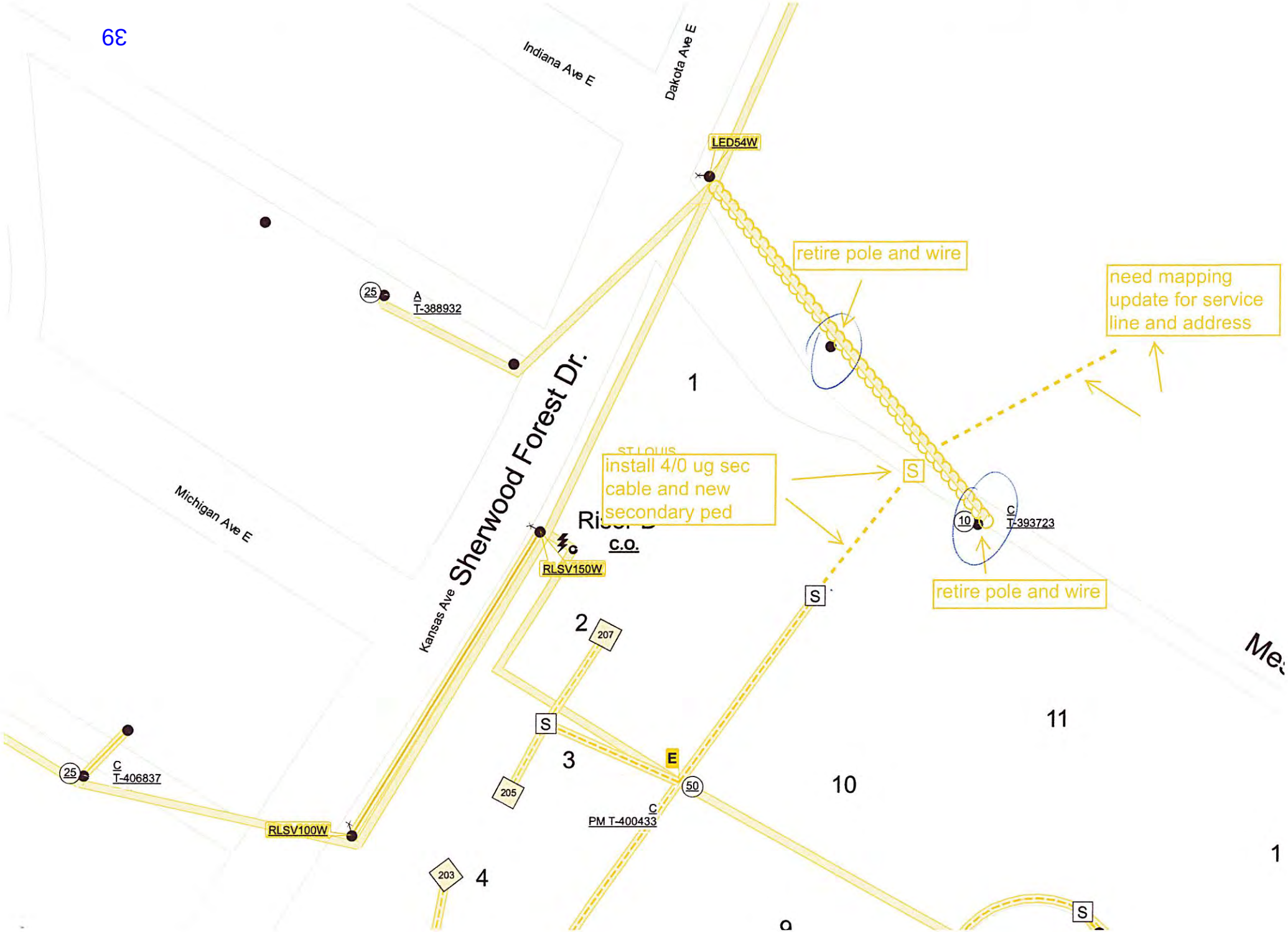
Initial estimate for pole removal and installing cable is $3900 for labor and material. Gulbranson estimate $5100. Total for job is $9000.

Actuals will be billed in accordance with the existing MSA. Please let me know if you would like Minnesota Power to perform work.

Will Saice
Assistant Engineer Senior
218-590-5981

$ 9000 Total Job


Sherwood Forest DRIVE
AND INDIANA AVE EAST
Remove
Remove
RUN UNDER GROUND IN EASEMENT ALONG ROADSIDE
Google Maps


Indiana Ave E
Dakota Ave E
LED54W
retire pole and wire
need mapping update for service line and address
25
A
T-388932
1
Sherwood Forest Dr.
Kansas Ave
Michigan Ave E
install 4/0 ug sec cable and new secondary ped
S
10
C
T-393723
C.O.
RLSV150W
retire pole and wire
2
207
S
3
E
205
50
C
PM T-400433
11
10
25
C
T-406837
RLSV100W
203
4
1
S

Re: Scope of Work
Master Services Agreement between City of Gilbert and MINNESOTA POWER (MP)

Dear City of Gilbert,

Minnesota Power is pleased to provide the following Scope of Work for the request to replace streetlight poles, replace old streetlight wire and removal of siren pole.

Scope of work:

- Pole M5558701 - Install 35/5 pole, (2) pole keys, 150' #6 duplex , ground rod, transfer light/mast and removal of old pole. (Minnesota Ave E and E Wisconsin Ave - $4300
-
- Pole (Saint Louis and Minnesota) – Install 35/5 pole, (2) pole keys, ground rod, transfer light/mast and removal of old pole. - $3300
-
- Pole M5511920 – Remove siren pole. - $900

Total $ 8500

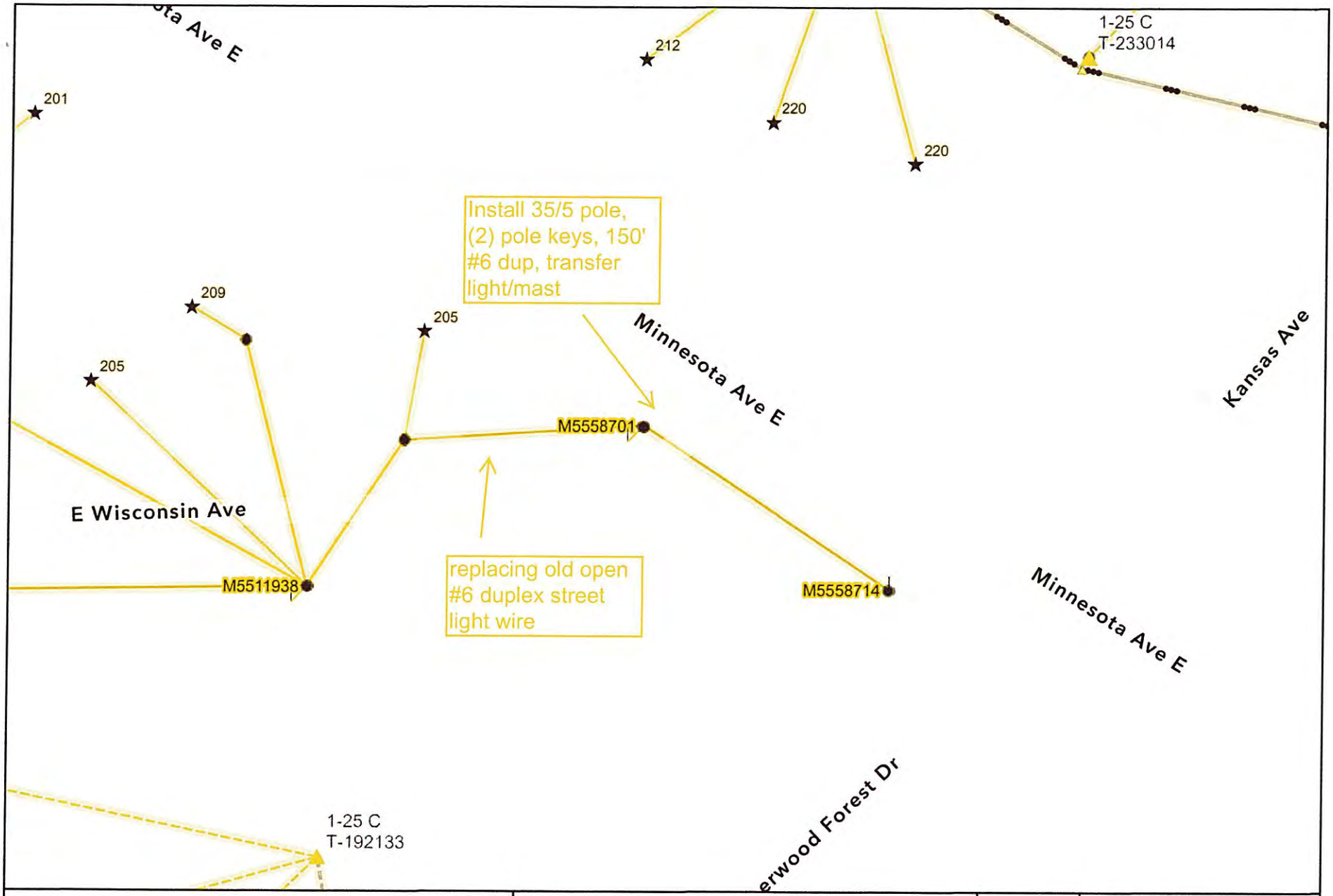
Actuals will be billed in accordance with the existing MSA.

Will Saice
Assistant Engineer Senior
218-590-5981

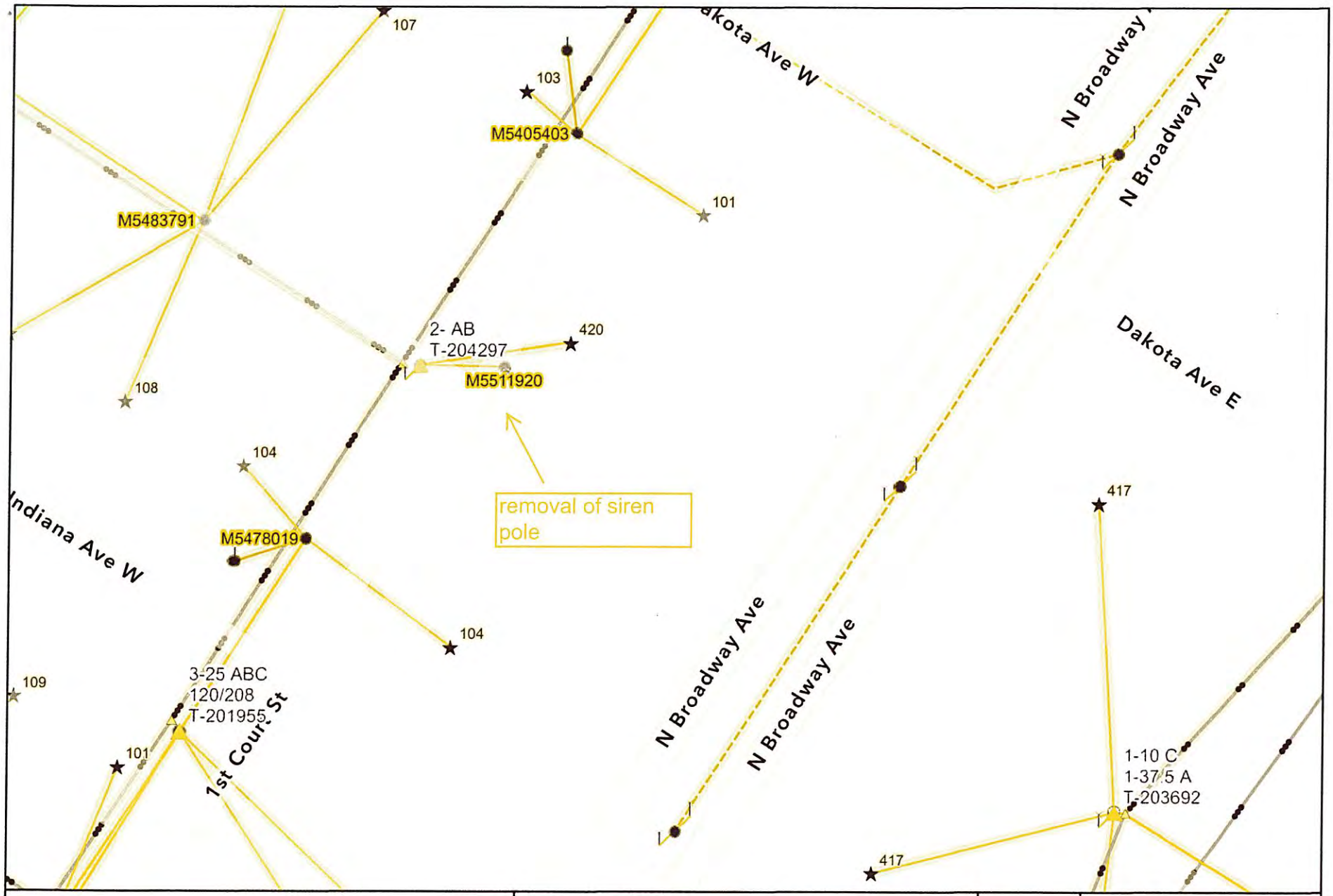
Total all poles

8500


Wisconsin Ave E
Google Maps


ota Ave E
201
212
220
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1-25 C
T-233014
Install 35/5 pole,
(2) pole keys, 150'
#6 dup, transfer
light/mast
209
205
205
Minnesota Ave E
Kansas Ave
M5558701
E Wisconsin Ave
M5511938
replacing old open
#6 duplex street
light wire
M5558714
Minnesota Ave E
1-25 C
T-192133
erwood Forest Dr
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125
250
Feet
ArcGIS Web Map
N
minnesota power
AN ALLETE COMPANY
Center: 92.462°W 47.488°N
10/29/2026


1st Ct St
Google Maps



0 63 125 250 Feet

ArcGIS Web Map

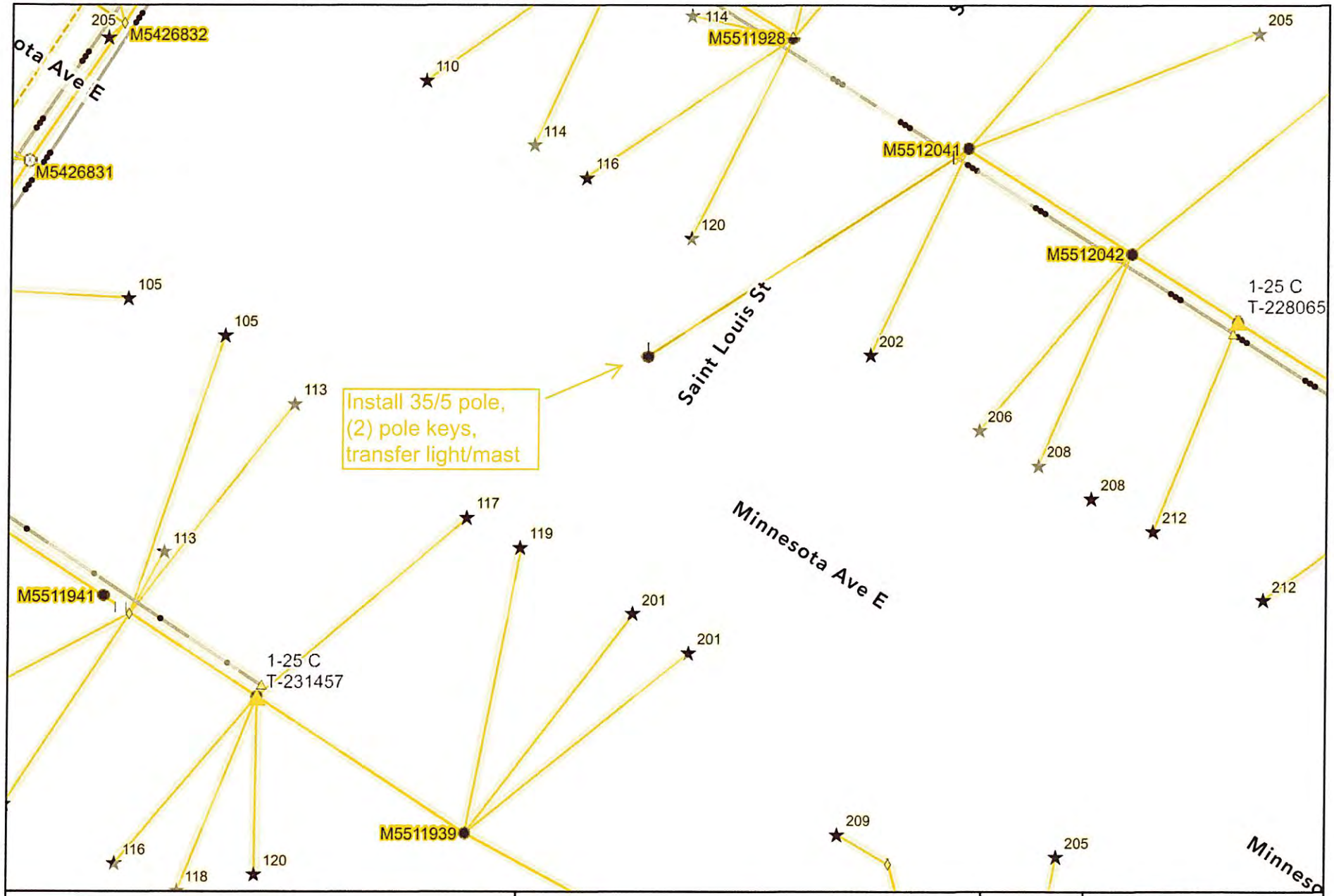
N

minnesota power
AN ALLETE COMPANY

Center: 92.463°W 47.491°N

10/29/2026


Minnesota Ave E
Google Maps


205
M5426832
ota Ave E
M5426831
110
114
M5511928
205
114
116
M5512041
120
M5512042
105
105
1-25 C
T-228065
Saint Louis St
202
113
Install 35/5 pole,
(2) pole keys,
transfer light/mast
206
208
208
212
117
119
Minnesota Ave E
113
M5511941
201
201
212
1-25 C
T-231457
M5511939
209
205
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ArcGIS Web Map
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minnesota power
AN ALLETE COMPANY
Center: 92.463°W 47.488°N
10/29/2026

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

MEMO

To: Gilbert City Council
Date: November 6, 2026
Subject: Acceptance of Council Member Resignation and Declaration of Vacancy (Resolution 2026-36)

Background

The City has received a written resignation from Council Member Rudy Vertachnik, dated November 5, 2026, resigning from his position on the Gilbert City Council effective November 6, 2026. The resignation follows his relocation outside the corporate limits of the City of Gilbert.

Section 2.05 of the City of Gilbert Home Rule Charter identifies removal from the City as grounds for a vacancy in elected office and requires the City Council to formally declare the vacancy by resolution. The Charter further provides for appointment of an eligible individual to fill the vacancy.

Council Member Vertachnik's current term expires in December 2026.

Discussion/Recommended Action

At the November 10, 2026, regular City Council meeting, Council is asked to approve Resolution 2026-36, accepting Council Member Rudy Vertachnik's resignation effective November 6, 2026, and formally declaring the resulting City Council vacancy pursuant to Section 2.05 of the City Charter.

Council should also provide direction regarding the process for filling the vacancy, consistent with the City Charter and guidance from the City Attorney.

Attachments:

- Resolution 2026-36
- Rudy Vertachnik Resignation Letter, November 5, 2026
- City of Gilbert Home Rule Charter, Section 2.05 - Vacancies

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-36

RESOLUTION ACCEPTING THE RESIGNATION OF COUNCIL MEMBER RUDY VERTACHNIK AND DECLARING A CITY COUNCIL VACANCY

WHEREAS, Rudy Vertachnik currently holds an at-large seat on the Gilbert City Council for a term expiring in December 2026; and

WHEREAS, Council Member Vertachnik submitted a written resignation dated November 5, 2026, effective November 6, 2026, due to a change in residency outside the City of Gilbert; and

WHEREAS, Section 2.05 of the City of Gilbert Home Rule Charter provides for the declaration of a vacancy in elected office and appointment of an eligible individual to fill the vacancy.

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

1. Accepts the resignation of Council Member Rudy Vertachnik, effective November 6, 2026.
2. Declares the at-large City Council seat held by Rudy Vertachnik vacant, effective November 6, 2026, pursuant to Section 2.05 of the City of Gilbert Home Rule Charter.
3. Directs the Clerk-Treasurer, in consultation with the City Attorney, to coordinate the process for filling the vacancy in accordance with the City Charter.

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 10th day of November 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

Rudy Vertachnik
3309 171st Ave NE Ham Lake, MN 55304
218-780-9111
Rudy.Vertachnik@gmail.com
11/5/2026
Dear Mayor Oberstar and members of the Gilbert City Council

Please accept this letter as formal notification that I am resigning from my position as the City Council Member, effective 11/6/2026

This decision has been necessitated by a recent change in my residency. As I am moving outside the boundaries of Gilbert, therefore I am no longer eligible to serve as a representative for this city, in accordance with local governance requirements. Serving the residents of Gilbert has been an incredible honor. I am deeply proud of what we have accomplished together during my tenure, particularly reorganizing the city office and moving forward by getting on track to complete the city audits with the current well-qualified staff. I want to express my sincere gratitude to my fellow council members, city staff, and the members of our community for their support and collaboration.
To ensure a smooth transition, I am happy to assist in any way possible before my departure to brief any member on pending matters or brief my eventual successor. I hope Gilbert and the City Council continued success in the future.
Sincerely,

Rudy Vertachnik
City Council Member

City Charter

Chapter 1: Name, Boundaries, Powers, and General Provisions

Sec 1.01. Name of City.

The City of Gilbert, Minnesota, shall continue to be a municipal corporation under that name and with the boundaries described below.

Sec. 1.02. Boundaries of City.

The City of Gilbert embraces the following described territory in the County of St. Louis in the State of Minnesota, together with such territory as may hereafter be attached thereto and less such territory as may be detached therefrom, as follows:

All of Sections Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Thirty-four (34), Thirty-five (35), Thirty-six (36), Southeast quarter (SE 1/4), of Section Twenty-two (22), East one Half (E 1/2), of the East one Half of Section Thirty-three (33); all in Township Fifty-eight (58), North of Range Seventeen (17), West, of Fourth Principal Meridian.

Sec. 1.03. Powers of the City.

The City shall have all powers which it may now or hereafter be possible for a municipal corporation in this state to exercise in harmony with the constitutions of the State of Minnesota and of the United States. It is the intention of this charter to confer upon the city every power which it would have if it were specifically mentioned. The charter shall be construed liberally in favor of the city and the specific mention of particular municipal powers in other sections of this charter does not limit the powers of the city to those thus mentioned. Unless granted to some other officer or body, all powers are vested in the City Council.

Chapter 2: Form of Government

Sec. 2.01. Form of Government.

The form of government established by this Charter is the “Weak Mayor System”.

Except as otherwise provided by law or this charter, all powers of the city are vested in the Council. It shall have complete control of the city administration.

Sec. 2.02. Boards and Commissions.

There shall be no separate administrative board or commission except for the administration of a function jointly with another political subdivision. The Council shall itself be and perform the duties

and exercise the powers of such boards and commissions provided for by statute. The Council may, however, establish boards or commissions to advise the Council with respect to any municipal function or activity, to investigate any subject of interest to the city, or to perform quasi-judicial functions. All commission and board members shall serve without pay. Terms of those appointed to serve shall commence immediately following appointment. No Councilmember shall serve on more than one commission or board simultaneously but may serve as ex officio member or liaison of a board or commission.

Sec. 2.03. Council Composition and Election.

The Council shall be composed of a Mayor and four Councilors who shall be qualified electors and all of whom shall have the right to vote at Council meetings and who shall be elected at large. Each Councilor shall serve for a term of four years and until their successor is elected and qualifies. The Mayor shall serve for a term of two years and until their successor is elected and qualifies.

Sec. 2.04. Incompatible Offices.

No member of the Council shall hold any other paid municipal office or employment under the city; and until one year after the expiration of his term as Mayor or Councilor no former member shall be appointed to any paid appointive office under the city.

Sec. 2.05. Vacancies.

A vacancy in Mayor, Council, and other elective and appointed offices shall be deemed to exist in case of the failure of any person elected thereto to qualify within ten days after the written notification of their election by the City Clerk or by reason of death, written resignation filed with the City Clerk, removal from office, removal from the city, continuous absence from the city for more than three months, or upon felony conviction of any such person, whether before or after their qualification; or is adjudged incompetent by a court of competent jurisdiction; or by reason of the failure of any such person without good cause to perform any of the duties of membership in the Council for a period of three months. In each such case the Council shall by resolution declare such vacancy to exist within 30 days and shall forthwith appoint an eligible person to fill the vacancy until the next regular election. If the Council because of equal division of votes is unable to fill the vacancy, then the Mayor shall fill the vacancy by appointment for the time specified above, but if the vacancy is that of Mayor and the Council members fail for 30 days after the vacancy to appoint a mayor for the time specified above, a special election to elect a mayor for the time specified above shall be held immediately.

Sec. 2.06. The Mayor.

The Mayor shall be the presiding officer of the Council, except that a president pro tempore shall be appointed by the Mayor and confirmed by affirmative vote of the Council, who shall serve as President in the Mayor's absence and as acting Mayor in case of the Mayor's disability or absence from the city. The Mayor shall be the chief executive officer of the city, and shall exercise all powers and perform all duties conferred upon him or her by this charter, the ordinances, resolution and motion of

the Council of the city and laws of the state. He shall be recognized as the official head of the city for all ceremonial purpose, by the courts for the purpose of serving civil processes and by the Governor for the purpose of martial law.* In time of public danger or emergency he may, with consent of the Council, take command of the police, maintain order and enforce the law.
He shall have equal vote with other members of the Council on any matter coming before that body, and he shall have no veto power. The Mayor shall be an ex officio member of all boards and commissions.

Sec. 2.07. Salaries.

The Mayor and Councilors shall receive such salaries or wages as are fixed by the Council in accordance with law. No salary increases may exceed 10% of the existing salary in any calendar year, provided however, that in the event that the Mayor and Councilor salaries fall below 75% of the average Mayor/Council salaries in similarly sized cities (within 10% of population of the population of Gilbert as measured by the most recent census) within Saint Louis County then in that event, such increases may not exceed 25% No increase shall become effective for one year following the adoption of the resolution. The City Clerk and all subordinate officers and employees of the city shall receive such salaries or wages as may be fixed by the Council.

Sec. 2.08. Investigation of City Affairs.

The City Council may make or direct investigations into the affairs of the city and the conduct of any city department, office or agency and for this purpose may subpoena witnesses, administer oaths, take testimony, and require the production of evidence. The Council shall provide for an audit of the city's accounts at least once a year by the state department in charge of such work or by a certified public accountant experienced in municipal accounting. At any time the Council may provide for an examination or audit of the accounts of any city officer or agency and it may provide for any survey or research study of any subject of municipal concern.

Chapter 3: Nominations and Elections

Sec. 3.01. The Regular Municipal Election.

A regular municipal election shall be held on the first Tuesday after the first Monday in November of every even-numbered year at such place or places as the City Council may designate. The City Clerk shall give at least two weeks published notice of the time and place of holding such election and of the officers to be elected, in accordance with the state statutes.

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

MEMO

To: Gilbert City Council
Date: October 28, 2026
Subject: Hach Service Agreement – Water and Wastewater Treatment Facilities (Resolution 2026-37)

Background

The City of Gilbert maintains an annual service agreement with Hach for monitoring and testing equipment utilized at the City's water and wastewater treatment facilities.

Hach has submitted a Service Partnership Quotation dated October 23, 2026, for continued equipment service and maintenance for the period of January 25, 2027, through January 24, 2028.

The proposed agreement includes coverage for equipment such as dissolved oxygen probes, pH sensors, controllers, and a chlorine analyzer. Services include applicable preventative maintenance, calibration, technical support, and equipment servicing.

Financial Considerations

The total proposed cost for the annual service agreement is $5,704.

Recommended Action

Council is asked to review the attached quotation and discuss the proposed service agreement during the November 10, 2026, working session.

At the November 10, 2026, regular City Council meeting, Council is asked to consider approval of Resolution 2026-37, authorizing the Hach Service Partnership Agreement in the amount of $5,704, subject to any amendments or conditions approved by Council, and authorizing the Mayor and Clerk-Treasurer to execute the necessary documents.

Attachments:

- Resolution 2026-37
- Hach Service Partnership Quotation, October 23, 2026

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-37

RESOLUTION APPROVING A HACH SERVICE PARTNERSHIP AGREEMENT FOR WATER AND WASTEWATER TREATMENT EQUIPMENT

WHEREAS, the City of Gilbert operates water and wastewater treatment facilities requiring routine monitoring, testing, calibration, and maintenance of associated equipment; and

WHEREAS, Hach has submitted a Service Partnership Quotation dated October 23, 2026, for the period of January 25, 2027, through January 24, 2028, at a total cost of $5,704; and

WHEREAS, the City Council desires to continue the equipment service and maintenance agreement to support reliable operation of the City's water and wastewater treatment facilities.

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

1. Approves the Hach Service Partnership Quotation for water and wastewater treatment equipment service and maintenance for the period of January 25, 2027, through January 24, 2028, at a cost of $5,704.
2. Authorizes the Mayor and Clerk-Treasurer to execute the service agreement and any necessary related documents on behalf of the City, consistent with the terms approved by Council.
3. Directs the Public Works Operations Director and appropriate utility staff to coordinate implementation of the service agreement with Hach.

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 10th day of November 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

Council Approval for continuing Hach service agreement for 2027
for both water and wastewater plants.

Includes 3 DO probes
5 pH probes
controllers
Chlorine analyzer

2027 cost $5,704

HACH SERVICEPLUS CERTIFIED PROGRAMS	**HACH SERVICE PARTNERSHIP QUOTATION** ***Headquarters*** P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	Page : Partnership Number :	1 of 5 HACH430096-WWTP ***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
		WebSite: www.hach.com	

Partnership Number : HACH430096-WWTP **Version :** 0.5 **Quotation Date :** 23-OCT-26

Expiration Date : 21-JAN-27

Hach Company Contact : Kennedy, Bridget **Service Partnership Phone :** **Service Partnership Email :**

Customer Ref : RENEWAL QUOTE
Customer Phone : 748-2219 **Customer Fax :** **Customer Contact :** SALO, TRUDY
Customer Email : TRUDYSALO@GILBERTMN.ORG

Bill-To Account # 067148		**Ship-To Account # 067148**			
Customer Name	CITY OF GILBERT	Customer Name	CITY OF GILBERT	**Payment Terms:**	Net 30
Address4		Address4		**Billing Method:**	Annual-Invoices on START Date
Address1	PO BOX 548	Address1	202 DAKOTA AVE E	**Currency:**	USD
Address2		Address2			
Address3 City,State, PostalCode	GILBERT-MN-55741-0548	Address3 City,State, Postalcode	GILBERT-MN-55741		
Province/ Country	US	Province/ Country	US		

Line	Service Name / Covered Product	Start Date	End Date	Description/Serial Number	Line Total
1	PMP-GLPHORP-1V	25-JAN-27	24-JAN-28	PMP-GLI pH ORP PROBE-1V (FRV 1):25-JAN-2027:24-JAN-2028	1,930.00
WWTP 1.1	DPD1P1		MBR	Digital pH Sensor, PEEK, Convertible ; 1811440112	
1.2	DPD1P1		MBR	Digital pH Sensor, PEEK, Convertible ; 1811440091	
1.3	DPD1P1		MBR	Digital pH Sensor, PEEK, Convertible ; 2207449654	
WTP 1.4	DPD1P1 WTP			Digital pH Sensor, PEEK, Convertible ; 8831631	

HACH SERVICEPLUS CERTIFIED PROGRAMS	**HACH SERVICE PARTNERSHIP QUOTATION**	Page : 2 of 5 Partnership Number : HACH430096-W WTP	
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

	1.5	DPD1P1.1			DIGITAL pH SENSOR, PEEK, CONVERTIBLE Non-HEV ; 252524239570	
2	FSPLDO2		25-JAN-27	24-JAN-28	Fld Svc LDO2 - 1 visit:25-JAN-2027:24-JAN-2028 Field Service Partnership provides full coverage, including one on-site annual preventative maintenance/calibration service and probe replacement upon failure.	1,554.00
	2.1	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 183090000082	
	2.2	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 183100000076	
	2.3	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 183100000075	
3	FSPSC200		25-JAN-27	24-JAN-28	Fld Svc-1V SC200 Controller:25-JAN-2027:24-JAN-2028	353.00
	3.1	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1404C0094616	
4	FSPCL17		25-JAN-27	24-JAN-28	aa Fld Svc-2V CL17 (current version):25-JAN-2027:24-JAN-2028 For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.	1,867.00
	4.1	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140500498846	

Sub Total :	5,704.00
Tax:	0.00
Total :	5,704.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms . Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation;

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

MEMO

To: Gilbert City Council
Date: November 6, 2026
Subject: Canvass of November 3, 2026, Municipal General and Special Election Results (Resolution 2026-38)

Background

Pursuant to Section 3.05 of the City of Gilbert Home Rule Charter and Minnesota Statutes § 205.185, subdivision 3, the City Council serves as the Municipal Canvassing Board and is responsible for canvassing the returns and declaring the results of the City's municipal elections.

The November 3, 2026, election included the following municipal contests:

- **Mayor:** One position, with Karl Oberstar Jr. appearing on the ballot.
- **Council Member At Large:** Two positions, with Joseph Pulles and Ryan Redepenning appearing on the ballot.
- **Special Election – Council Member At Large:** One position to be filled by write-in votes.

The official Abstract of Votes Cast is pending receipt from St. Louis County Elections staff and will be provided to the City Council for review and certification at the November 10, 2026, regular meeting

Recommended Action

Review the official election abstract and approve Resolution 2026-38, canvassing the returns and declaring the successful candidates in the November 3, 2026, municipal general and special elections.

Direct the Clerk-Treasurer to certify the election results to the St. Louis County Auditor in accordance with applicable election requirements.

Attachments:

- Resolution 2026-38
- Exhibit A - Official Abstract of Votes Cast (Pending from St. Louis County Elections)

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-36

RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE NOVEMBER 3, 2026, MUNICIPAL GENERAL AND SPECIAL ELECTIONS

WHEREAS, the City of Gilbert held municipal general and special elections on November 3, 2026, for the offices of Mayor, two Council Members At Large, and one Council Member At Large by special election; and

WHEREAS, pursuant to Section 3.05 of the City of Gilbert Home Rule Charter and Minnesota Statutes § 205.185, subdivision 3, the City Council serves as the Municipal Canvassing Board; and

WHEREAS, the City Council, acting as the Municipal Canvassing Board, has reviewed and canvassed the official election returns and Abstract of Votes Cast provided by St. Louis County, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilbert, Minnesota, acting as the Municipal Canvassing Board, hereby:

1. Approves the canvass of the November 3, 2026, municipal general and special elections, as documented in the official Abstract of Votes Cast attached as Exhibit A and incorporated herein by reference.
2. Declares the following candidates duly elected, based upon the official election returns:
    - For the Office of Mayor (One Position; 2-year term): _____
    - For the Office of Council Member at Large (Two Positions; 4-year term): _____ and _____
    - For the Office of Council Member at Large Special Election (One Position; 4-year term): _____
3. Directs the City Clerk-Treasurer to certify the municipal election results to the St. Louis County Auditor and maintain the official election records in accordance with applicable law.

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 10th day of November 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: November 3, 2026
Subject: Community Center Improvements – BP Builders Pay Application #10

Background

BP Builders, LLC has submitted Pay Application #10 for the Gilbert Community Center improvement project for the period of October 1–31, 2026, in the amount of **$12,548.55**.

The City's project engineer, Short Elliott Hendrickson Inc. (SEH), has reviewed and certified the payment application. SEH reports that construction is substantially complete, with remaining punch-list items and final closeout documentation expected shortly.

The current contract amount, including approved change orders, is $918,827. Following this payment, $45,941.35 in retainage will remain, to be considered for release following completion of the project's final closeout requirements.

Discussion/Recommended Action

Council is asked to review Pay Application #10 during the November 10, 2026, working session.

At the November 10, 2026, regular City Council meeting, Council is asked to consider approval of Pay Application #10 and authorization of payment in the amount of $12,548.55 to BP Builders, LLC, as certified by SEH, subject to any amendments or conditions approved by Council.

Attachments:

- BP Builders, LLC – Pay Application #10, SEH Reviewed and Certified

APPLICATION AND CERTIFICATION FOR PAYMENT

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

PROJECT: Gilbert Community Center

APPLICATION NO: 10

PERIOD TO: 10/1/2026 - 10/31/2026

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		$ 10,070.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 918,827.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 918,827.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	45,941.35	
b. 0 % of Stored Material (Column F on G703)	0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 45,941.35
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 872,885.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 860,337.10
8. CURRENT PAYMENT DUE		$ 12,548.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	45,941.35

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner			
No. 1	Change Order No. 01	53,979.00	
No. 2	Change Order No. 02		($43,909.00)
No. 3			
No. 4			
No. 5			
No. 6			
No. 7			
No. 8			
No. 9			
No. 10			
TOTALS		53,979.00	(43,909.00)
NET CHANGES by Change Order			10,070.00

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: October 29, 2026

State of: Minnesota County of: St Louis
Subscribed and sworn to before me this 29th day of October 2026.
Notary Public: Susan S. Hedenberg
My Commission expires: **1/31/2026**

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 . . . . . $ 12,548.55

(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: 10/30/2026

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: **10**
APPLICATION DATE: **October 29, 2026**
PERIOD TO: **October 1, 2026** **October 31, 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	4,618.00		25,000.00	100%	-	1,250.00
21	MN Power Allowance	50,000.00	-	50,000.00		50,000.00	100%	-	2,500.00
		$ 908,757.00	**$ 854,139.00**	**$ 54,618.00**	**$ -**	**$ 908,757.00**	**100%**	**$ -**	**$ 45,437.85**



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: 10
APPLICATION DATE: October 29, 2026
PERIOD TO: October 1, 2026 October 31, 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	**Change Order No. 01**	**53,979.00**	**51,479.00**	2,500.00		53,979.00	**100%**	-	2,698.95
23	**Change Order No. 02**	**($43,909.00)**	**-**	($43,909.00)		(43,909.00)	**100%**	-	(2,195.45)
24						-	**0%**	-	-
25						-	**0%**	-	-
26						-	**0%**	-	-
27						-	**0%**	-	-
28						-	**0%**	-	-
29						-	**0%**	-	-
30						-	**0%**	-	-
31						-	**0%**	-	-
32						-	**0%**	-	-
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%**	-	-
		$ 918,827.00	**$ 905,618.00**	**$ 13,209.00**	**$ -**	**$ 918,827.00**	**100%**	**$ -**	**$ 45,941.35**

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

MEMO

To: Gilbert City Council
Date: November 3, 2026
Subject: Police Department Squad Vehicle Purchase (Resolution 2026-39)

Background

Police Chief Ty Techar has requested authorization to purchase a 2027 Dodge Durango Pursuit from Dodge of Burnsville for $44,603, utilizing state contract pricing.

The proposed purchase would replace one of the City's 2021 Dodge Chargers. The Department last purchased a squad vehicle in 2023 for $33,866 and has delayed additional vehicle purchases to manage costs. The Chief anticipates that the Department's remaining 2020 and 2021 Dodge Chargers may require replacement within the next 18–36 months.

The Chief also obtained pricing for a Ford Police Interceptor at $45,879.44, approximately $1,276 higher than the proposed Dodge Durango.

Financial Considerations

The proposed purchase price is $44,603, to be funded through Police Department budget line #101-42110-550.

The Department previously budgeted $55,000 for a squad vehicle in 2025 but deferred the purchase to help balance the General Fund. Additional background is provided in the attached memorandum from Chief Techar.

Discussion/Recommended Action

Council is asked to review the proposed vehicle purchase and consider approval of Resolution 2026-39, authorizing the purchase of a 2027 Dodge Durango Pursuit from Dodge of Burnsville for $44,603, subject to any amendments or conditions approved by Council.

Attachments:

- Resolution 2026-39
- Police Chief Memorandum – Purchase of New Squad, November 3, 2026

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-39

RESOLUTION AUTHORIZING THE PURCHASE OF A POLICE DEPARTMENT SQUAD VEHICLE

WHEREAS, the Gilbert Police Department has identified the need to replace an existing squad vehicle; and

WHEREAS, Police Chief Ty Techar has recommended the purchase of a 2027 Dodge Durango Pursuit from Dodge of Burnsville at a state contract price of $44,603; and

WHEREAS, the City Council has reviewed the proposed purchase and associated funding.

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

1. Approves the purchase of a 2027 Dodge Durango Pursuit from Dodge of Burnsville for $44,603, subject to any amendments or conditions approved by Council.
2. Authorizes the Police Chief and Clerk-Treasurer to coordinate the purchase and execute necessary purchase documents, with the expenditure charged to Police Department budget line #101-42110-550.

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 10th day of November 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

GILBERT POLICE DEPARTMENT • CITY OF GILBERT
TY TECHAR • CHIEF OF POLICE
16 South Broadway Street • PO Box 548 • Gilbert, MN 55741-0487
Office: (218) 748-2225 Fax: (218) 748-2224

November 3rd, 2026

RE: Purchase of a new squad

Mayor and councilors:

I am requesting authorization to purchase a 2027 Dodge Durango Pursuit in the amount of $44,603.00 from Dodge of Burnsville. Dodge of Burnsville has the state contract pricing for law enforcement vehicles. The Ford Police Interceptor was priced at $45,879.44. This purchase will be from budget line #101-42110-550

The last time that a squad car was purchased was in 2023, which was a Dodge Charger in the amount of $33,866.00. I have tried to hold off on purchasing a new squad as Dodge was supposed to offer a Dodge Charger again in 2026 which has been pushed back to the 4th quarter of 2027. I am anticipating that the Dodge Charger will be cheaper than the Dodge Durango and Ford Police Interceptor.

Prior to 2023, the last time we had to purchase patrol cars was in 2021 when we purchased two squad cars for $22,800.00. The prices have changed exponentially in 5 years. We had a squad car donated by a citizen in 2020 and I received a grant for the Ram truck in 2022. Prior to that a squad was purchased in 2017. Unfortunately, with not purchasing a squad car every 12-18 months mileage has caught up to us to save on the budget. We will pay for the savings in 2024,2025 and 2026 in the next 2-3 years. I am actively trying to work on another grant to keep budget numbers in line. Keep in mind we were budgeted $55,000.00 in 2025, however did not use it to balance out the general fund.

The purchase of the new squad will replace one of the 2021 Dodge Chargers. The other 2021 and 2020 Dodge Chargers will more than likely need to be replaced within the next 18-36 months.

If you have any questions, please feel free to contact me at any time.

Respectfully,

Ty J. Techar

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

MEMO

To: Gilbert City Council
Date: November 3, 2026
Subject: Police Department – 2021 Dodge Charger Engine Replacement (Resolution 2026-40)

Background

Police Chief Ty Techar has requested authorization to replace the engine in one of the Police Department's 2021 Dodge Chargers, which has experienced engine failure.

The vehicle has approximately 90,000 miles and is otherwise reported to be in good mechanical condition. Although the Department is pursuing replacement of another squad vehicle, the Chief recommends repairing this vehicle to avoid the expense of purchasing two new squad cars in 2027. The Chief obtained the following pricing:

- New long-block engine (state bid): $5,985.97
- Remanufactured engine: $6,618.00
- Armory Shell installation labor: $3,807.00

Public Works Operations Director Sam Lautigar indicated that City staff could potentially perform the engine replacement while accommodating other work responsibilities. The Chief has proposed authorizing up to 20 hours of mechanic overtime, estimated at $1,068, if needed to complete the installation in a timely manner.

Financial Considerations

The estimated cost of the recommended approach is **$7,053.97**, consisting of the new engine and up to $1,068 in mechanic overtime.

Using City staff rather than outside installation labor could result in savings of approximately $2,739, before accounting for regular City staff time and any additional materials or related costs.

Discussion/Recommended Action

Council is asked to review the proposed engine replacement and consider approval of Resolution 2026-40, authorizing purchase of a replacement engine and installation by City staff, including up to 20 hours of mechanic overtime, at a combined estimated cost not to exceed $7,053.97, subject to any amendments or conditions approved by Council.

Attachments:

- Resolution 2026-40
- Police Chief Memorandum – Purchase of New Squad Car Motor, November 3, 2026

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-40

RESOLUTION AUTHORIZING ENGINE REPLACEMENT FOR A POLICE DEPARTMENT SQUAD VEHICLE

WHEREAS, the Gilbert Police Department has identified the need to replace the engine in a 2021 Dodge Charger squad vehicle; and

WHEREAS, Police Chief Ty Techar has recommended purchasing a new long-block engine at a state bid price of $5,985.97 and utilizing City staff for installation, with up to 20 hours of mechanic overtime estimated at $1,068.

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

1. Approves the purchase of a replacement long-block engine for the 2021 Dodge Charger in the amount of $5,985.97.
2. Authorizes installation by City Public Works staff, including up to 20 hours of mechanic overtime, at an estimated additional cost of $1,068, for a combined authorized expenditure not to exceed $7,053.97, subject to any amendments or conditions approved by Council.
3. Directs the Police Chief and Public Works Operations Director to coordinate the purchase and installation, with the Clerk-Treasurer administering the approved expenditures.

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 10th day of November 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

GILBERT POLICE DEPARTMENT • CITY OF GILBERT
TY TECHAR • CHIEF OF POLICE
16 South Broadway Street • PO Box 548 • Gilbert, MN 55741-0487
Office: (218) 748-2225 Fax: (218) 748-2224

November 3rd, 2026

RE: Purchase of new squad car motor.

Mayor and Councilors:

I am requesting authorization to purchase a new long block engine for the 2021 Dodge Charger. One of the two 2021 Dodge Chargers has a bad motor and needs to be replaced. Normally this squad would be the one to be replaced during this year's new squad purchase, however with cutting a squad out in 2025 to alleviate budget increases in the general fund it was delayed for the next squad replacement cycle. This has caused a little predicament regarding what to do with this patrol car. If we had a new car to replace this one, I would normally recommend just taking the squad out of service now and waiting for a new one in the next 3-4 months. Unfortunately, we cannot do that.

The squad car is over 90,000 miles but is still in decent mechanical shape other than the motor. Rather than asking to purchase two squad cars in fiscal year 2027, I feel putting a new motor would make the most sense from a financial perspective. The squad has a V-6 engine and agencies are finding that they are not holding up to police work compared to the Hemi engines. Ironically the squad has a 5 year 100,000-mile warranty but we were under mileage but over by about 7 months.

I went and compared prices for new and used/remanufactured motors. Ironically, a remanufactured engine is priced at $6,618.00 and a new long block on state bid is priced at $5,985.97.

Armory Shell bid $3,807.00 for labor to remove the old and install the new motor. I spoke with Public Works Foreman Sam Lautigar and asked if our mechanic would possibly be able to install the motor. Sam advised that this time of year things get busy and unpredictable but felt our mechanic would be able to install the motor while performing other duties. Sam also stated that they could use the loader to remove and install the engine blocks. Regarding the mechanics' time, I would request that the mechanic be able to work up to 20 hours of overtime (this would cost approximately $1,068.00 in mechanic wages outside normal hours if needed.) I am not comfortable having to wait up to 3 months to have the motor replaced if we have a busy snow season. This will still save over $2,500.00 in labor costs if we went to a private shop.

If you have any questions, please feel free to contact me at any time.

Respectfully,

Ty J. Techar

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

MEMO

To: Gilbert City Council
Date: November 4, 2026
Subject: Knights of Columbus – Application to Conduct Excluded Bingo (Resolution 2026-41)

Background

Gilbert Knights of Columbus Council 5031 has submitted an LG240B Application to Conduct Excluded Bingo through the Minnesota Gambling Control Board for four bingo events in 2027.

The proposed events will be held at St. Joseph's Catholic Church, 515 Summit Street, Gilbert, Minnesota, on the following dates:

- March 21, 2027
- April 18, 2027
- September 12, 2027
- October 17, 2027

Minnesota's application requires approval from the local unit of government before submission to the Gambling Control Board. Gilbert City Code § 114.03(D) also provides for Council waiver of the local bingo license requirement for eligible organizations conducting fewer than five bingo occasions annually.

Discussion/Recommended Action

Council is asked to consider approval of Resolution 2026-41 at the November 10, 2026, regular City Council meeting, approving the Knights of Columbus application for excluded bingo, waiving the local bingo license requirement as applicable, and authorizing the Clerk-Treasurer to sign the local government acknowledgment on Form LG240B for submission to the Minnesota Gambling Control Board.

Attachments:

- Resolution 2026-41
- Knights of Columbus Council 5031 – LG240B Application to Conduct Excluded Bingo

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-41

RESOLUTION APPROVING THE KNIGHTS OF COLUMBUS APPLICATION TO CONDUCT EXCLUDED BINGO

WHEREAS, Gilbert Knights of Columbus Council 5031 has submitted an application to conduct excluded bingo at St. Joseph's Catholic Church, 515 Summit Street, Gilbert, Minnesota, on March 21, April 18, September 12, and October 17, 2027; and

WHEREAS, the application requires local government approval prior to submission to the Minnesota Gambling Control Board; and

WHEREAS, Gilbert City Code § 114.03(D) allows the City Council to waive the local bingo license requirement for eligible organizations conducting fewer than five bingo occasions annually.

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

1. Approves the LG240B Application to Conduct Excluded Bingo submitted by Gilbert Knights of Columbus Council 5031 for the four proposed events in 2027.
2. Waives the City's local bingo license requirement for the approved events pursuant to Gilbert City Code § 114.03(D), subject to compliance with applicable City ordinances and state requirements.
3. Authorizes the Clerk-Treasurer to sign the local government acknowledgment on Form LG240B and return the approved application to the organization for submission to the Minnesota Gambling Control Board.

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 10th day of November 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

City of Gilbert
Request for City Council Action

Date: 10/27/26

Issue: Application to conduct Excluded Bingo for Gilbert Knights of Columbus Council 5031 on four dates in 2027 - 3/21, 4/18, 9/12, 10/17.

Background:

Council Action: Council is requested to approve this application.

MINNESOTA LAWFUL GAMBLING

LG240B Application to Conduct Excluded Bingo

No Fee

5/24

RECEIVED
OCT 2 1 2026
CITY OF GILBERT

ORGANIZATION INFORMATION

Organization Name: Gilbert Knights of Columbus Council 5031

Previous Gambling Permit Number:

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any: [redacted]

Mailing Address: 4916 Chestnut Drive

City: Gilbert State: Mn Zip: 55741 County: St. Louis

Name of Chief Executive Officer (CEO): Michael D. Menart

CEO Daytime Phone: (218) 290-2110 CEO Email: Kofcddmike@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☑ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☑ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☑ Yes ☐ No

If yes, list the dates when bingo was conducted: 3/29/26, 4/26/26, 9/27/26, 10/25/26

The proposed bingo event will be:

☑ one of four or fewer bingo events held this year. Dates: Mar 21, 2027 Sept 12, 2027 Apr. 18, 2027 Oct 17, 2027

-OR-

☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates:

☐ civic celebration Dates:

☐ Minnesota State Fair Dates:

Person in charge of bingo event: Michael D. Menart Daytime Phone: (218) 290-2110

Name of premises where bingo will be conducted: St. Joseph's Catholic Church

Premises street address: 515 Summit Street Gilbert, Mn 55741

City: Gilbert If township, township name: County: St. Louis

LG240B Application to Conduct Excluded Bingo

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises located within city limits

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL
for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Michael D. Menart Date: 10-21-2026
(Signature must be CEO's signature; designee may not sign)

Print Name: Michael D. Menart

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?
Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. A list of licensed distributors is available on the Gambling Control Board's website at www.mn.gov/gcb.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

MEMO

To: Gilbert City Council
Date: November 5, 2026
Subject: Transformer Disposal – T & R Service Company (Resolution 2026-42)

Background

Public Works Operations Director Sam Lautigar has obtained a proposal from T & R Service Company dated November 5, 2026, for disposal of a 25 kVA Westinghouse transformer, Serial No. 677113.

The proposed services include draining the transformer fluids, refilling the unit for shipment, and transporting the transformer to an EPA-approved disposal facility.

Financial Considerations

T & R Service Company has quoted **$9,476.00** for the proposed disposal services.

Discussion/Recommended Action

Council is asked to consider approval of Resolution 2026-42 at the November 10, 2026, regular City Council meeting, authorizing the transformer disposal services by T & R Service Company in the amount of $9,476.00.

Attachments:

- Resolution 2026-42
- T & R Service Company – Bid for Disposal, November 5, 2026

CITY OF GILBERT
STATE OF MINNESOTA
ST. LOUIS COUNTY

RESOLUTION NO. 2026-42

RESOLUTION AUTHORIZING TRANSFORMER DISPOSAL SERVICES BY T & R SERVICE COMPANY

WHEREAS, the City of Gilbert has identified the need to dispose of an existing 25 kVA Westinghouse transformer; and

WHEREAS, T & R Service Company has submitted a proposal dated November 5, 2026, for transformer disposal services in the amount of $9,476.00.

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

1. Approves the proposal from T & R Service Company for disposal of the 25 kVA Westinghouse transformer in the amount of $9,476.00, subject to any amendments or conditions approved by Council.
2. Authorizes the Public Works Operations Director and Clerk-Treasurer to coordinate the approved disposal services and execute necessary documents on behalf of the City.

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 10th day of November 2026.

_____
Karl Oberstar, Jr., Mayor

ATTEST:

_____
Nancy Sanford, Clerk-Treasurer

SERVICE COMPANY

310 West Hwy 34 • PO Box 197 • Colman, SD 57017
800-843-7995 • 605-534-3571 • Fax: 605-534-3717 • www.trservice.com

Bid For Disposal

November 5, 2026

Gilbert Water, Power & Light
Attn: Sam Lautigar
16 S Broadway Street
Gilbert MN 55741

Dear Sam:

T & R Service Company will dispose of your 25 KVA Weestinghouse @ 600 ppm, Serial Number - 67F7113.for $9,476.00. We will drain initial fluids, refill unit to flush and fill with floor dry for shipment to a EPA approved disposal facility.

If there are any questions please call us.

Kyle Haug

T & R Service Company
Sales