

Canton City Council

February 9, 2022 – 6 p.m.

Regular Meeting Agenda

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda
4. Consent agenda
 - a. Approval of January minutes
 - b. Approval of February disbursements
 - c. Approval of proposed 2022-2023 city prosecution agreement
5. Public comments
6. Reports
 - a. Mayor
 - b. Clerk
 - c. Public Works
 - i. Discussion on lawn mower trade-in
 - ii. Discussion on Ford F-250 pickup
 - d. Fire Department
 - e. Police
 - f. Planning Commission
 - g. Other
7. Unfinished business
 - a. Discussion on request to place conditions on sale of school property: Resolution 2022-04
 - b. Discussion on victim impact statement for Melander sentencing
 - c. Discussion on amendment to animal ordinance for permitting of chickens
 - d. Other
8. New business
 - a. Discussion on Mitson House finances
 - b. Discussion on request for partial release of mortgage on Galligan property
 - c. Presentation of 2021 financial report
 - d. Discussion on branding project
 - e. Discussion on city hall hours
 - f. Discussion on holiday street lights
 - g. Other
9. Adjourn

Upcoming meetings

Next regular meeting: March 9, 2022 at 6 p.m.

This is a preliminary draft of the January 12, 2022, minutes as interpreted by the city clerk for use in preparing the official minutes. There may be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the city council.

Canton City Council Regular Meeting Minutes January 12, 2022

The Canton City Council held its regular monthly meeting on January 12, 2022, at the Canton Town Hall. Members present: Mayor Nick Prestby, Carl Ernst, Randy Gossman, Josh Nordsving and Cindy Shanks. City staff present: Brock Bergey, Jim Davis, Barb Kerns and Jon Nordsving. Visitors present: Ellen Collett, Jennifer Dowling, Stephanie Hendrickson, Brenda Janvrin, Holly Knutson, Jamie Knutson, Kyle Ryan, Greg Schieber, Christina Schmidt, Robert Schmidt, Melissa Vander Plas and Kristy Ziegler

Mayor Prestby called the meeting to order at 6 p.m., with the Pledge of Allegiance recited by all.

Motion by Ernst, second by Josh Nordsving to approve the agenda; motion carried. Motion by Nordsving, second by Shanks to approve the consent agenda (approval of December minutes and approval of January disbursements); motion carried.

Public comments: None

Mayor's report: Mayor Prestby noted some of the accomplishments in 2021 and talked about his priorities for 2022. He thanked the council, staff and community members for their good work in the previous year.

Clerk's report: In his clerk report, Bergey reported there were 9 delinquent utility accounts, with no service disconnection occurring since the December meeting. 12 pet licenses have been issued for 2022. Updates were provided on the employee wage study and preliminary engineering report on the water and wastewater systems, with final presentations expected in February or March. The external audit will be conducted in mid-February by Hawkins Ash CPAs. An internally-prepared 2021 financial presentation will be provided in February. City hall will be closed January 17 for Martin Luther King, Jr. Day. Bergey also highlighted some of the achievements from 2021, noting a comprehensive list was shared on the City's Facebook page.

Public Works report: Nordsving reported on a water leak at the corner of Hudson Avenue and Main Street; the source remains undetermined and the area will be monitored.

Nordsving presented a quote for council discussion for a replacement backhoe/loader from Joe Welch Equipment in Caledonia. The CAT 430E was priced at \$89,500, with a \$17,500 trade-in allowance for the current JCB 214 Series unit. Nordsving noted another governmental unit was also interested in purchasing the proposed replacement unit. Even though the final price (\$72,000) was \$10,000 over the 2022 budgeted amount (\$62,000) for the capital purchase, the council agreed it was needed. Motion by Mayor Prestby, second by Shanks to approve the backhoe/loader purchase; motion carried.

Nordsving presented two quotes for a replacement lawn mower from Windridge Implement. With trade-in of the current mower, the quotes ranged from \$2,800 to \$3,995. Nordsving recommended going with the \$2,800 quote for a 2022 Hustler Excel Zero Turn. The 2022

budget includes \$3,000 for the purchase. Gossman questioned the costs associated with owning and maintaining a lawn mower and suggested contracting lawn care services. No action was taken.

Fire Department: Motion by Gossman, second by Ernst to appoint Mason Henry to the fire department; motion carried.

Motion by Josh Nordsving, second by Gossman to approve Resolution 2022-03 in support for the fire department to apply for a Minnesota Lawful Gambling Exempt permit; motion carried.

Police: The November and December reports were reviewed.

Planning Commission: None

Unfinished business:

The legal settlement involving the former clerk/treasurer was reviewed. On January 3, Lolly Melander pleaded guilty to one count of theft by swindle in Fillmore County District Court. According the criminal complaint, Melander wrongfully, unlawfully and feloniously swindled City of Canton funds in excess of \$35,000 between February 1, 2011 and March 1, 2019. The theft by swindle charge was one of 26 felony charges filed against Melander following an investigation prompted by a routine financial audit. Based on findings from the Office of the Minnesota State Auditor, Melander was accused of misappropriating funds totaling \$134,639 between 2011 and 2019. She resigned as clerk/treasurer on March 11, 2019, after more than 15 years on the job. Under terms of the settlement negotiated by Fillmore County Attorney Brett Corson, representing the State of Minnesota, Melander will serve 120 days in jail, with work release privileges. Restitution to the City of Canton is in the amount of \$93,916, with credit for \$24,000 Melander previously reimbursed to the City. If she satisfies the restitution requirement within 10 years and complies with all probationary terms, Melander will be eligible for a stay of adjudication. She is scheduled to be sentenced on March 7. City Attorney Schieber informed the council that, in addition to the criminal case, the City could pursue civil action against Melander. However, he stressed the prosecution costs would be the City's responsibility. No action was taken.

The council directed Bergey and Attorney Schieber to draft a resolution to request the Fillmore County Board of Commissioners to impose specific conditions on the planned March 1 public sale of the former school property. Mayor Prestby also mentioned he had a conversation with State Representative Greg Davids on the matter.

Brenda Janvrin, operator of True Smoke BBQ and More, asked the council to continue to permit the parking of a food trailer behind her downtown place of business. The current zoning ordinance for the commercial district does not list food trailers as a permitted accessory use. Janvrin stated the trailer is essential to her business. Motion by Gossman, second by Ernst to allow the food trailer to remain, in its current location, for an additional 90 days; motion carried.

New business:

Robert Schmidt requested a change to the current animal ordinance to permit chickens. According to Schmidt, who has 12 hens, he considers his chickens pets and not farm animals, as defined in the City's animal ordinance. Schmidt acknowledged knowingly violating the ordinance. After much discussion, including input from Attorney Schieber on possible ordinance

requirements, the council instructed Bergey to work with Schieber on an amendment to the animal ordinance to include the permitting of chickens, with certain restrictions. The revised ordinance will establish a permitting process that will limit residents to six hens (no roosters) per property. Written permission from adjoining property owners will be required for the annual permit, which will cost \$10. A draft version of the amended animal ordinance will be presented for review in February.

Discussion occurred on the current citizen complaint response process. The council supported the present process followed by City staff.

Discussion occurred on the current arrangement with the City Attorney for annual services. The council supported the present process.

Motion by Gossman, second by Shanks to approve Resolution 2022-01 to certify annual appointments for 2022; motion carried.

Motion by Gossman, second by Josh Nordsving to approve Resolution 2022-02 to grant an off-site gambling permit to Canton American Legion Post 400; motion carried.

Motion by Shanks, second by Josh Nordsving to approve temporary street closures (Veterans Drive and a portion of Ash Street) for a BBQ event on April 29 and 30; motion carried.

Motion by Nordsving, second by Gossman to adjourn at 7:36 p.m.; motion carried.

February 2022 Disbursements

DRAFT

General Fund

Acentek	219.38	City hall, town hall services	
Amazon	39.97	Additional tax forms/manilla envelopes	EFT
Bowman Door Solutions	5,156.65	Second payment for town hall doors	EFT
Canon Financial Services	44.00	Copier lease	
Crown Plaza Hotel & Resort	123.79	Overnight stay for mayor's course	EFT
Fillmore County Sheriff's Office	6,000.00	4th quarter policing contract (2021)	
GotPrint.com	12.48	Mayor's business cards	EFT
Joe Welch Equipment	72,000.00	Backhoe trade-in	
Kelly Printing	41.00	2022 UTV/ATV/Golf cart permit stickers	
League of Minnesota Cities	275.00	Mayor's course registration fee	EFT
LMC Insurance Trust	5,806.00	2022 premiums	
MiEnergy		City hall electric	
MiEnergy		Town hall electric	
MiEnergy		Bus shed electric	
MiEnergy		Street lights electric	
MiEnergy		Welcome sign electric	
MiEnergy		Ball field electric	
Minnesota Department of Public Safety	38.50	Vehicle registration renewals	
Minnesota Energy Resources	163.24	City hall gas	
Minnesota Energy Resources	266.27	Maintenance shop gas	
Minnesota Energy Resources	438.74	Town hall gas	
Nethercut Schieber Attorneys	555.00	January services (3.7 hours)	
Nordsving, Jon	50.00	Cell phone stipend	
Nordsving, Jon	149.76	Mileage to/from New Prauge for WWTF mixers	
Preston Dairy & Farm	100.18	Fuel for backhoe	EFT
Tri-State Business Machines	62.27	Copier monthly contract	
US Postmaster	1.36	Postage for 1099s	EFT
US Postmaster	1.56	Postage for W2s	EFT
Village Farm & Home	27.36	Supplies	
Total General Disbursements	91,572.51		

Mitson Fund

LMC Insurance Trust	429.00	2022 insurance premium	
MiEnergy		Mitson electric	
Total Mitson Disbursements	429.00		

Water Fund

Acentek	39.15	Dailer system	
Bank of Zumbrota	14,755.25	Water note payment	
Gopher State One Call	50.00	Annual operator fee	
LMC Insurance Trust	600.00	2022 insurance premiums	
MiEnergy		Pump house electric	
US Postmaster	696.70	Utility billing envelopes (prepaid postage)	
WHKS	7,450.00	PER second payment	
Total Water	23,591.10		

Sewer Fund

Acentek	39.15	WWTF services	
LMC Insurance Trust	3,570.00	2022 Insurance premiums	
MiEnergy		WWTF electric	
Municipal Pipe & Tool	22,324.55	Sewer main televising project	
US Postmaster	696.70	Utility billing envelopes (prepaid postage)	
Utility Consultants	366.58	WWTF samples	
Total Sewer Disbursements	26,996.98		

Garbage Fund

Richard's Sanitation	2,256.47	January collection	
Total Garbage Disbursements	2,256.47		

Fire Department

Acentek	64.95	Internet service	
LMC Insurance Trust	1,817.00	2022 insurance premiums	
MiEnergy		Fire hall electric	
MiEnergy		Cooler electric	
Minnesota Energy Resources	338.22	Fire hall gas	
Total Fire Dept. Disbursements	2,220.17		

Total Disbursements 147,066.23

*EFT = Electronic Funds Transfer



BRETT A. CORSON
FILLMORE COUNTY ATTORNEY

MSBA Certified Criminal Law Specialist



Marla J. Stanton

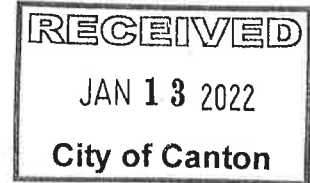
Assistant Fillmore County Attorney

Melissa Hammell

Assistant Fillmore County Attorney

January 11, 2022

City of Canton
Attn: Brock Bergey
P.O. Box 92
Canton, MN 55922



RE: Proposed City Prosecution Agreement 2022-2023

Dear Mr. Bergey:

Please find enclosed the proposed prosecutor agreement for April 2022 through April 2023. Please review the proposed contract and if it meets with your approval, I would ask that you have it signed by the appropriate representatives for the City of Canton. Please return the original document to my office so that I may sign and present for approval to the County Commissioners. If you do have questions, please let me know.

Sincerely,

Brett A. Corson

BAC/bp

enclosure



Fillmore County Attorney's Office
101 W. Fillmore Street, P.O. Box 466, Preston, MN 55965
Telephone: (507) 765-2530 Fax: (507) 765-2536

CANTON CITY PROSECUTOR AGREEMENT

THIS AGREEMENT is entered into by the County of Fillmore, (hereinafter referred to as "County") and the City of Canton, Minnesota (hereinafter referred to as "City"), a municipal corporation under the law of the State of Minnesota.

WHEREAS, City wishes to contract with the County through the Fillmore County Attorney's Office (hereinafter referred to as "Attorney") to prosecute gross misdemeanor crimes, misdemeanor crimes, petty misdemeanor offenses, violations of city ordinances, consult with law enforcement, and perform other city prosecutor duties for offenses which occur within the City's boundaries; and

WHEREAS, the County and Attorney are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for in Minnesota Statute Section 484.87.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, County, Attorney, and City agree as follows:

1. Services Provided:

The County shall, through Attorney, provide city prosecutor services for crimes and offenses which occur within the corporate limits of the City as follows:

- a. Attorney shall provide legal advice and assistance to law enforcement during the investigative phase and prior to arrest or charging of an individual who has committed a criminal offense. These services shall include advice on searches and seizures, advice on warrants, advice on obtaining statements, and responding to other criminal law questions by law enforcement.
- b. Attorney shall review police reports and other law enforcement data to determine if criminal charges, referral to Social Services, or other action is warranted.
- c. Attorney shall review and ensure filing of complaints, citations, and such other appropriate documents as are necessary to initiate prosecution; draft and file motions or other pleadings; conduct motion, evidentiary or other hearings; research, write, and file memoranda or other documents; interview and prepare witnesses for hearings or trial; prepare for and conduct court trials and jury trials; conduct sentencing

hearings; conduct probation violation hearings; review chemical dependency assessments, Pre-Sentence Investigations, Domestic Violence Inventories, and other documents; and perform all matters related thereto.

- d. The manner and standards of performance, availability of attorneys or other personnel, control and direction of personnel, and other matters related to providing the services described in this agreement shall be subject solely to the control of Attorney. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or regarding the level or manner of performance of such services, the determination made by Attorney shall be final and conclusive.
- e. Services shall be provided on an as-needed basis at the hourly rate set forth in this agreement for paralegals and attorneys.
- f. County and Attorney shall furnish and supply necessary labor, supervision, training, equipment, communication facilities, and supplies as necessary to provide city prosecutor services pursuant to this agreement except as noted herein.
- g. All paralegals, attorneys, and other county personnel performing duties pursuant to this agreement shall, at all times, be considered employees of County for all purposes.
- h. The Fillmore County Attorney or his designee shall attend Canton City Council Meetings as requested by City.

2. Terms of Payment:

City agrees to pay County the hourly rate of \$85 for city prosecution services provided by paralegals and the hourly rate of \$120 for city prosecution services provided by attorneys.

Paralegal hourly rate:	\$85.00 per hour
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Attorney hourly rate:	\$120.00 per hour
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The Attorney shall bill City on a case-by-case basis. Said bill shall itemize paralegal and attorney work and time for each case. City shall pay County within thirty-five (35) days of receipt of the invoice unless there is a dispute regarding

the amount billed. If there is a dispute, City must advise Attorney within ten (10) days of receiving the disputed billing. The parties shall then attempt to resolve the disputed portion of the billing. The undisputed portion of the billing must still be paid within the normal 35-day period. If the parties are not able to resolve their dispute regarding billing, either party may terminate this agreement with sixty (60) days' notice as indicated below.

If County desires to increase the hourly fee for paralegal and/or attorney time, County will provide ninety (90) days' written notice of the intended increase to City. At that time, City may determine whether to agree to the increased fees or discontinue the contract.

3. Term of Agreement:

The term of this agreement shall be for a period of one (1) year beginning April 1, 2022 and continuing until April 1, 2023. Either party may cancel this agreement upon sixty (60) days' written notice. The contract shall automatically renew upon the same terms and conditions unless a party hereto gives written notice to the other party as provided herein.

4. Standards and Licenses:

The prosecuting attorneys will be currently licensed to practice law in the State of Minnesota. In the event that a prosecuting attorney is not currently licensed to practice law, County and Attorney shall immediately inform City.

County and Attorney shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereinafter adopted.

5. Independent Contractor Status:

It is understood and agreed by the parties that at all times and for all purposes herein, County and Attorney have contracted to provide services to City and are not employees or agents of City. No statement contained in this agreement shall be construed so as to find County or Attorney are an employee of City. County shall not be entitled to any of the rights, privileges, or benefits of City employees except as otherwise stated herein. Similarly, City and its employees, agents, and representatives shall not be considered employees, agents, or representatives of the County.

Each party shall be solely responsible for any state, federal, local, or social security, and insurance payments due for their employees.

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners, a joint venture, or similar association between the County/Attorney and City.

6. Relationship of the Parties:

City understands that Attorney provides prosecutor services and legal advice to other cities and legal entities other than the City of Canton.

7. Subcontracting and Assignment:

Attorney shall not subcontract any of the services contemplated under this contract nor assign any interest in the contract without prior written approval of City.

8. Non-Assignability:

Attorney shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of City.

9. Data Practices:

All data collected, created, received, maintained, or disseminated, or used for any purposes by City and/or Attorney in fulfilling the duties described in this contract are governed by the Minnesota Government Data Practices Act and other state and federal laws. City and Attorney agree to abide by the applicable state and federal statutes, rules and regulations.

10. Default and Termination:

Either party may terminate this agreement at any time without cause upon sixty (60) days' written notice to the other party. Either party may also terminate this agreement with sixty (60) days' notice for cause such as default or breach by the other party as long as a written Notice of Default is provided to the defaulting party via certified mail specifying the particular event, series of events or failure constituting the default and cure period. If the party in default fails to cure the specified circumstances described in the Notice of Default within fourteen (14) calendar days, then the whole or any part of this agreement may be terminated by written Notice of Termination. Notice to County shall be given to the Attorney. Notice to City shall be given to the Canton City Clerk.

11. Amendments - Entire Agreement:

This Agreement is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the services identified herein. If there are any

inconsistencies between the provisions of this agreement and any prior agreements, the provisions of the most recent agreement shall prevail. The entire agreement between the parties is contained herein.

12. Modifications:

Any material alterations, variations, modifications, or waivers to the terms of this agreement shall only be valid when they have been agreed upon by the parties and reduced to a writing signed by representatives of City, County, and Attorney.

13. Interpretation of Agreement; Venue:

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in Fillmore County District Court in Preston, Minnesota.

14. Assumption of Liabilities/Insurance:

Each party shall maintain professional, liability, worker's compensation and such other insurance as is necessary to cover negligent or wrongful acts of its employees, agents and representative. County and Attorney shall not be responsible for the negligent or wrongful acts of City's employees, agents or representatives.

Except as otherwise provided, City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to County personnel performing services hereunder for City, and County hereby assumes said liabilities. Similarly, City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City or of any officers, agents or employees thereof, and City agrees to defend and indemnify County and its officers, employees and agents from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from City's performance of or failure to perform its obligation under this agreement.

15. Fees:

If any action at law or in equity shall be brought in court or for or on account of any breach or to enforce or to interpret any of the covenants, terms or conditions of this contract, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs, its reasonable attorney's fees, the amount of which

shall be fixed by the Court and shall be made part of any judgment or decree rendered.

IN WITNESS WHEREOF, Fillmore County and City of Canton have executed this agreement as of the _____ day of _____, 2022:

County of Fillmore

By: _____
County Commissioner Date

By: _____
Bobbie Hillery/Administrator Date

City of Canton

By: _____
Mayor Date

By: _____
City Councilperson Date

Fillmore County Attorney's Office

By: _____
Brett A. Corson/County Attorney Date

Clerk's Report: February 9, 2022

By the numbers (will be updated day of meeting)

- Current delinquent accounts: ____ totaling \$____
- December late fees: \$____
- Water service disconnections: ____
- ACH accounts: ____
- 2022 pet licenses: ____ total; ____ cats, ____ dogs
- 2022 ATV/UTV/golf cart permits: 0

Citizen communications

- Correspondence with several Main Street property owners about need to remove snow from sidewalks in a timely fashion
- Correspondence with two residents about vehicles parked on street for extended period of time

Updates

- Feedback on utility rates increase
- 2021 audit will begin February 16
- Preliminary engineering report presentation in March
- Employee wage study presentation in March
- Visit from Chris Hahn, CEDA specialist for Fillmore County
- Downtown assessment for district revitalization
- City hall closed February 21 for Presidents' Day



Rethos: Places Reimagined
Emily Kurash Casey
Community Programs Director
164 E Third Street
Winona, MN 55987
507-205-2335
emily@rethos.org

January 17, 2022

FOR IMMEDIATE RELEASE

Rethos seeks communities in Southeast Minnesota interested in participating in a study of their downtown for district revitalization.

Rethos, a 501(c)(3) nonprofit organization working nationwide for the use of old buildings and sites is seeking proposals from towns in Southern Minnesota interested in participating in a Downtown Assessment for district revitalization. Three communities located in counties served by the Southern Minnesota Initiative Foundation will be selected. Each community will receive an in-depth tailored report with action steps to implement new initiatives and opportunities for people who live and work in their downtowns.

A Downtown Assessment is a comprehensive study of the places and people that are part of your downtown district today. It lists and categorizes the assets your community already has (businesses, buildings, public spaces, people, organizations, events, and more) to create strategies you can implement in your community to start building short- and long-term community vitality. By tapping into local knowledge, Rethos staff works with a local leadership team to uncover your community's distinct assets, develop your strengths, and promote your competitive edge. Rethos spends time in your community talking to groups and individuals about their experiences, expertise, and hopes for downtown and uses virtual tools to get feedback. Ultimately, a Downtown Assessment helps you develop a plan to change the way people think about, talk about, plan for, and use your downtown district.

Downtown Assessments typically range in cost from \$5,000-\$10,000, but thanks to a grant from SMIF these Assessments are available at no cost to the community. Applications will be competitive, and not all who apply will be awarded an Assessment.

Applications to be considered as a community will be due on March 31. Your community must be located in one the counties served by the Southern Minnesota Initiative Foundation: Blue Earth, Brown, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Houston, LeSueur, Martin, Mower, Nicollet, Olmstead, Rice, Sibley, Steele, Wabasha, Waseca, Watonwan, Winona. Your community cannot have had previous



membership in Minnesota Main Streets by Rethos. There is no population requirement—communities of any size are encouraged to apply.

For complete information and to apply for the southeast Minnesota Downtown Assessment Opportunity visit www.rethos.org/community-engagement. Contact Emily Kurash Casey, Community Programs Director at emily@rethos.org with questions. This opportunity is made possible through funding from the Southern Minnesota Initiative Foundation.

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About Rethos: Rethos: Places Reimagined we are committed to changing the narrative on our aging building infrastructure by promoting and supporting creative building reuse. We believe that communities, businesses, and homeowners are best served when they are empowered to maximize their existing assets. Through a variety of programs that work on the local and state level, Rethos provides support and guidance to re-envision what aging buildings and spaces can be. Our three robust program areas work at the intersection of what is past and what is possible to foster economic growth, improve housing sustainability and celebrate cultural identities - benefiting communities across Minnesota.



515 5TH STREET - PO BOX 398
HUDSON, IOWA 50643
Phone: 319-988-4205 Fax: 319-988-3506

Invoice

Invoice Number:
32645-O
Invoice Date:
Jan 12, 2022

507-743-5000

Sold To:
City of Canton
106 N Main St
PO Box 92
Canton, MN 55922

Ship to
205 S. Main
Canton, MN 55922

Customer ID CANTON		Order Number	Payment Terms Net 15 Days	
Sales Rep ID		Shipping Method N/A	Ship Date	Due Date 1/27/22
Quantity	Description	Unit Price	Extension	
1.000	Mobilization - Lump sum	550.000	550.00	
7,819.000	JetVac cleaning of sanitary sewers per linear foot	0.710	5,551.49	
1,155.000	Rootsawing of sanitary sewers per foot	0.980	1,131.90	
0.500	JetVac heavy cleaning of sanitary sewers per hour	291.000	145.50	
13,251.600	Television inspection of sanitary sewers per linear foot	1.040	13,781.66	
4.000	Attempted television inspection of sanitary sewers unsuccessful because they needed cleaned per hour Cleaning & TV Reports Enclosed	291.000	1,164.00	

We Provide:
Sewer Cleaning | Televising | Maintenance Contracts
Grouting | I/I Reductions | CIPP Lining
Equipment Sales & Service

Subtotal	22,324.55
Sales Tax	0.00
Freight	0.00
Total Invoice Amount	22,324.55

Municipal Pipe Tool Core Values:
Safety | Unity | Results | Proactive
Relationships | Determination

Please note: Our payment terms have changed effective April 18, 2019. Thank you in advance your prompt payment!

Interest Rates: Invoices are due 15 days after date of invoice. Interest will be charged on all past due invoices at the rate of 1.5% per month. If payment is received within 15 days of invoice, interest will be assessed from the first day past due. Statements will be sent on a monthly basis.

MUNICIPAL PIPE TOOL CO., LLC
PO BOX 398 – 515 5TH STREET – HUDSON, IA 50643
(319) 988-4205

CLEANING REPORT

JOB: Canton, MN

COMPLETED:

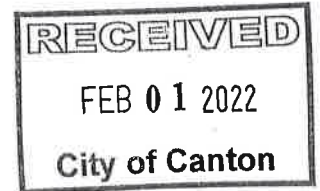
12/15/2021

<u>Location</u>	<u>Street to Street</u>	<u>MH-MH</u>	<u>Length</u>	<u>Condition</u>	<u>Size</u>	<u>Heavy Clean Hrs</u>
Main St	408 Main St to 309 Main St	46 to 45	400	Moderate: sand, grit	8	
Main St	309 Main St to 209 Main St	45 to 44	400	Moderate: sand, grit	8	
Main St	209 Main St to Hudson Ave	44 to 43	400	Moderate: sand, grit	8	
Hudson Ave	202 Hudson Ave to West St	40 to 39	300	ROOTSAW: Moderate: sand, grit, rock	8	
Main St	Hudson Ave to 106 Main St	43 to 42	262	Moderate: sand, grit	8	
Main St	106 Main St to Prairie Ave	42 to 41	250	Moderate: sand, grit	8	
West St	105 West St to Prairie Ave	38 to 37	300	Moderate: sand, grit	8	
Prairie Ave	West St to S 2nd St	37 to 36	172	Moderate: sand, grit	8	
Prairie Ave	S 2nd St to S 1st St	36 to 34	345	Moderate: sand, grit	8	
Prairie Ave	Main St to S 1st St	41 to 34	327	Moderate: sand, grit	8	
S 1st St	N Prairie Ave to Canton Ave	33 to 32	343	Moderate: sand, grit	8	
Ash St	Minnesota Ave to Canton Ave	20 to 19	225	Moderate: sand, grit	8	
Ash St	Canton Ave to Fillmore Ave	19 to 15	320	Moderate: sand, grit, rock	8	
Fillmore Ave	Ash St to Alley W of Ash St	15 to 14	153	Moderate: sand, grit	8	
Alley North of Hwy 44	Behind 303 Hwy 44 to 209 Hwy 44	26 to 25	351	Light: sand, grit	8	
West side of Hwy 21	409 Hwy 21 to 403 Hwy 21	1-21 to 2-21	370	Moderate: sand, grit	6	
Alley North of Hwy 44	209 Hwy 44 to 105 Hwy 44	25 to 24	400	ROOTSAW: Moderate: sand, grit, rock	8	
Alley North of Hwy 44	East of Hwy 21 to Driveway of 105 Hwy 44	27A to 27	166	ROOTSAW: Moderate: sand, grit, rock	8	
Easement	South of 105 Hwy 44 to South of Hwy 44	24 to 23	192	Moderate: sand, grit, grease	8	0.5
Alley East of Main St	South of Hwy 44 to Fillmore Ave	23 to 14	400	Moderate: sand, grit	8	
Alley East of Main St	Veteran's Dr to Canton Ave	22 to 21	225	Moderate: sand, grit Light: grease	8	
Alley East of Main St	Canton Ave to Fillmore Ave	21 to 14	320	Moderate: sand, grit	8	
Fillmore Ave	Alley East of Main St to Main St	14 to 13	160	Moderate: sand, grit	10	
Alley W of Main St	Behind 307 Main St to Fillmore Ave	28 to 12	289	ROOTSAW: Light: sand, grit Moderate: rock	8	
Fillmore Ave	1st St to 2nd St	11 to 5A	349	Moderate: sand, grit	10	
2nd St	Fillmore Ave to Hwy 52	5 to 5A	400	Moderate: sand, grit	10	
TOTAL FEET CLEANED			7819	TOTAL HEAVY	0.5	
TOTAL FEET ROOTSAWED			1155	CLEANING HOURS		



Rochester Office | 7381 Airport View Drive SW | Rochester, MN 55902 | 507-285-7343
800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

January 31, 2022



The Honorable Nicholas Prestby
Mayor, City of Canton
P.O. Box 92
Canton, MN 55922-0092

RE: Canton Wastewater Treatment Plant
NPDES/SDS Permit Number MN0023001
Wastewater Compliance Evaluation Inspection

Dear Mayor Prestby:

Enclosed is the Compliance Evaluation Inspection (CEI) Report that resulted from an inspection of the City of Canton's Wastewater Treatment Plant (WWTP) on January 20, 2022, by Cory Schultz of the Minnesota Pollution Control Agency (MPCA).

The inspection included a discussion with Jon Nordsving, Public Works Director, review of monthly Discharge Monitoring Reports (DMRs), and other permit required submittals for the period of December 1, 2018 to December 31, 2021. Non-compliant requirements identified at the time of inspection are listed on page eight of the Report.

Corrective actions and deadlines are listed on page eight of the Report.

Please be aware, this correspondence does not preclude the MPCA from taking further action in response to non-compliance identified.

If you have any questions, please contact me at 507-206-2655 or 800-657-3864 and by email at cory.schultz@state.mn.us. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads 'Cory Schultz'.

This document has been electronically signed.

Cory Schultz
Environmental Specialist
Municipal Division

CLS:mt

Enclosure/attachment

cc: Jon Nordsving, Canton WWTP (w/attachment) (electronic)
Activity ID INS20210001 @ 3414

**Water Quality Point Source Program
Wastewater Compliance Evaluation Inspection Report**

Facility information:

Facility name: Canton Wastewater Treatment Plant
Permit number: MN0023001
Address: 407 Highway 52 West, Canton, Minnesota 55922
SIC code: 4952 - Sewerage Systems
Permit expiration date: November 30, 2017
Facility design flow: 0.065 million gallons per day (MGD) average wet-weather (AWW)
EPA facility type classification: EPA Minor (Minor: <1.0 MGD AWW Design)
Type of flow: Domestic
Land application type: Biosolids Type IV

Geographic information:

MPCA region: MPCA Southeast Region
County: Fillmore
Basin: Upper Mississippi River, Lower Portion
Major watershed: Root River
Receiving water: Unnamed creek

Those present during the inspection:

Jon Nordsving, Public Works Director

MPCA representatives:

Cory Schultz, Environmental Specialist

Inspection information:

Inspection date: January 20, 2022
Inspection category: Routine Inspection
Inspection type: Wastewater Compliance Evaluation Inspection

Facility components:

- Activated Sludge - oxidation ditch
- Collection system (gravity and/or pressure)
- Disinfection (ultraviolet light)
- Influent Flow Meter
- Preliminary treatment - grit removal
- Preliminary treatment - manual bar screen
- Preliminary treatment - mechanical bar screen
- Secondary Clarification
- Solids Disposal - Land Application
- Solids Handling - Drying Beds
- Solids Treatment - Aerobic Digestion

Treatment plant operators:

Name	Email	Phone	Class	Expiration
Jon Nordsving	publicworks@cantonmn.com	507-450-7721	C	07/01/2024
Jon Nordsving	publicworks@cantonmn.com	507-450-7721	4O	06/01/2023

If any of the above Treatment plant operators, including their associated contact information are inaccurate, please submit those edits to Tracy Finch (tracy.finch@state.mn.us) and Andrea Ebner (andrea.ebner@state.mn.us).

Facility contacts:

Name	Relationship	Phone	Email
Jim Davis	24-Hour Emergency Contact - Secondary	507-272-0543	
Brock Bergey	Wastewater Billing Contact	507-743-5000	clerk@cantonmn.com
Daren Sikkink	Contractor	507-288-3923	dsikkink@whks.com
Jon Nordsving	24-Hour Emergency Contact-Primary DMR Recipient Online Subscriber Wastewater Permit Contact	507-450-7721	publicworks@cantonmn.com
Nicholas Prestby	Responsible Official Owner	770-605-5312	nickprestby@outlook.com

If any of the above contacts are inaccurate, please submit the appropriate form to NPDES.PCA@state.mn.us:

- To remove an Online Subscriber contact, please submit an *e-Services: Request to remove account holder authorization* (wq-wwprm7-100b)
- For all other contact updates, please submit a *Permit contact change form* (wq-wwprm7-72)

Inspection Summary

Inspection/Records Review Timeframe: December 1, 2018 to December 31, 2021

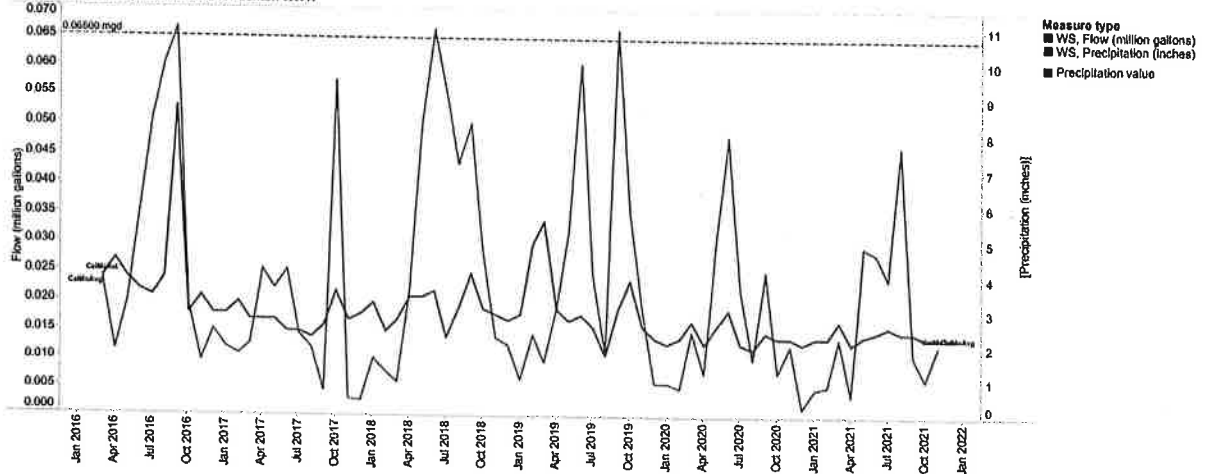
A Wastewater Compliance Evaluation Inspection was conducted on January 20, 2022, by Cory Schultz of the Minnesota Pollution Control Agency (MPCA) to determine the compliance of the City of Canton's (City) Wastewater Treatment Plant (WWTP) with the terms and conditions of its National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) Permit.

Key: A = Advisory C = Compliant NC = Non-Compliant NI = Not Inspected NA = Not Applicable

Compliance status	Requirement and notes
	Overall physical condition of the plant Comments: Overall the physical condition of the plant is good. Weather conditions during the inspection were very cold. During stretches of very cold weather or sub-zero temperatures, City staff will chip ice buildup away from the two brush aerators in the oxidation ditch. If the ice is allowed to buildup, a frozen layer of foam will form on the aeration basin that can lead to damage of the brush aerators. Much like an ice dam on a stream can damage a bridge crossing.
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Adequate Operation & Maintenance to achieve permit compliance <ul style="list-style-type: none"> • Certified Operator • Maintenance schedule - daily, weekly, and monthly • Chemical additives/Bioaugmentation approved Comments: Currently the City has one certified class C wastewater operator responsible for the City's class C WWTP. The MPCA recommends that the City begin succession planning to prepare for retirement of the current certified wastewater operator. A wastewater operator must have three years of experience in the operation of a class A, B, C, or D facility or similar industrial facility or a bachelor's degree from an accredited institution in chemical, civil, environmental, mechanical, or sanitary engineering, or in a physical or biological science and one year of experience in the operation of a Class A, B, C, or D facility to be eligible to take the class C wastewater certification exam. The MPCA documented during inspection that staff use one packet per day of TeamLab T197 to aid in treatment efficiency. Also used throughout the summer months for treatment of midge flies in the WWTP is the product AquaBac XT. Staff also use BugJuice by Aquafix Inc. to aid with settling in the digester. The City should complete and submit to the MPCA the chemical additive spreadsheet. The MPCA wants to know what additive(s) you are using so this information is available for review when reissuing permits.
<input type="checkbox"/> NI <input type="checkbox"/> NA	Inflow & Infiltration (I&I)/collection system <ul style="list-style-type: none"> • Number of lift stations: None <ul style="list-style-type: none"> ○ Alarm System: N/A • Miles of sanitary sewer: Three <ul style="list-style-type: none"> ○ Inspection/cleaning program frequency: Historically it has been one third of the collection system annually with Municipal Pipe Tool Company LLC. In December 2021, the City worked with Municipal Pipe Tool Company LLC., to televise 13,251 linear feet of sanitary sewer. The project included sewer jetting/vacuuming and root sawing areas where televising was not possible without immediate action.

Compliance status	Requirement and notes
	<ul style="list-style-type: none"> o I&I ordinance in effect? Yes
	<p>Comments: The City's sanitary sewer collection system serves a population of approximately 387 including business and industry in town. Of the three miles of sanitary sewer, approximately 92 percent is greater than 50 years old and eight percent is less than 30 years old; 2019 Wastewater Infrastructure Needs Survey. Sewers installed over 50 years ago are frequently beyond their useful life in part because they were typically constructed of vitrified clay tiles that are not as durable and do not perform at current standards.</p> <p>Much like a sump pump ordinance, the MPCA also encourages the City to develop a process to address I&I from individual service laterals. In 2018, the League of Minnesota Cities (LMC) released a model ordinance to help cities keep clean water out of the sanitary sewer systems. The ordinance prohibits the discharge of clean water into the sanitary sewer system from defective plumbing and defective sewer service laterals. The ordinance also allows cities to develop an inspection program (citywide or at point of sale only), to require corrections by property owners, and assess penalties for violations and issue certificates of compliance to the property owner upon completion. Model ordinances should be customized as appropriate for an individual city's circumstances in consultation with the city's attorney.</p> <p>In addition to development and enforcement of sump pump and service lateral ordinances to reduce I&I from entering the collection system, the following links will provide guidance to the development of an I&I plan:</p> <p>An LMC model ordinance for regulation to prevent clear water from entering the sanitary sewer system through sump pumps, defective plumbing, and defective sewer service laterals https://www.lmc.org/wp-content/uploads/documents/Inflow-and-Infiltration.docx.</p> <p>A completed LMC Sanitary Sewer System Assessment. The assessment can be found at: http://www.lmc.org/media/document/1/modelSanitarySewerSystemAssessment.docx.</p> <p>A completed EPA Capacity, Management, Operation, and Maintenance (CMOM) checklist. The checklist can be found at: https://www3.epa.gov/npdes/pubs/cmomselfreview.pdf.</p>
	<p>Flow data (compare design flow to actual flow)</p> <ul style="list-style-type: none"> • Design Flow: 0.065 MGD • Actual Flow (3-4 yr. avg): 0.016 MGD or 24 % of design flow
	<p>"Actual flow" data above includes reported effluent flow data for the years, 2018, 2019, 2020, and 2021 to date. Over this time, the WWTP has on average treated wastewater at 24 percent of the design of the WWTP.</p> <p>The graph below is a summary of reported monthly treated flow and total monthly precipitation data compared to the WWTP's AWW design capacity for the period, March 1, 2016 to December 31, 2021 (<i>previous compliance inspection date, March 16, 2016</i>). The dotted red line indicates the WWTP's AWW design flow, the green line indicates the WWTP's average treated flow and the blue line indicates total precipitation for the month. The graph will show the effect I&I with precipitation have on the WWTP. During periods of high precipitation or snowmelt, increases in treated wastewater show I&I is affecting the WWTP.</p>

Monthly Flow & Precipitation values for Canton WWTP



Compliance status	Requirement and notes
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Equipment calibration - Flow instrument calibration methods <ul style="list-style-type: none"> Flow equipment (pump run times, meters, etc.)
Comments: Permit conditions require flow equipment used for the purpose of reporting flow to the MPCA to be calibrated twice per year.	
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Releases/Incidents prohibited
Comments: There were no reported releases or incidents during the review period.	
Compliance status	Requirement and notes
<input type="checkbox"/> NC <input type="checkbox"/> C <input type="checkbox"/> A <input checked="" type="checkbox"/> NA	Release follow-up: <ul style="list-style-type: none"> Take all reasonable steps to immediately end release Notify Duty Officer immediately Recover as rapidly and thoroughly as possible
<input type="checkbox"/> NC <input type="checkbox"/> C <input type="checkbox"/> A <input checked="" type="checkbox"/> NA	Release sampled and results submitted within 30 days
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Nuisance conditions prohibited
Comments: There were no reported nuisance conditions during the review period or documented during inspection.	
<input type="checkbox"/> NI	Sampling methods/lab certification
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Representative sampling (Sample type, location, timing)
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Additional sampling (If yes – reported on Discharge Monitoring Reports (DMRs) and Sample Values)
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Certified lab analyzes samples or field parameters in-house and calibrations compliant <ul style="list-style-type: none"> Certified laboratory name: UC Laboratory, Inc., Janesville, MN
Comments: The City analyzes for potential of Hydrogen (pH) and Dissolved Oxygen (DO) onsite within 15 minutes of sample collection. All other samples required by the WWTP's NPDES/SDS Permit are collected at proper and representative locations and analyzed by the certified lab.	

Compliance status	Requirement and notes
	Field parameter analysis: potential of hydrogen (pH) <ul style="list-style-type: none"> • Instrument manufacturer and model: WTW pH 3151 • Calibration procedure and records • Minimum of two point calibration • Buffers current (e.g., not expired) • Calibrated each day of sample
	Comments: The City uses current buffer solutions 4, 7, and 10 to complete pH meter calibrations prior to each use.
	Field parameter analysis: Dissolved Oxygen (DO) <ul style="list-style-type: none"> • Instrument manufacturer and model: YSI 550A • Calibration procedure and records • Calibration frequency: Prior to each use
	Comments: The City also has Flow Measurement and Control complete a calibration of the meter once per year.
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Sample preservation and procedures <ul style="list-style-type: none"> • Sample type (e.g., Comp. vs. Grab) compliant with Limits & Monitoring • Holding times (e.g., pH, TRC, DO within 15 min., etc.) • Thermal preservation adequate ($\leq 6^{\circ}\text{Celsius}$) • Composite samples refrigerated during sample collection if applicable • Thermometers (Sample Fridge, etc. checked annually with National Institute of Standards and Technology)
	Comments: Composite sampling refrigerators had current certified thermometers inside each refrigerator during inspection.
	Selected sample result sheets reviewed during inspection showed compliance with thermal preservation prior to sample analysis.
<input type="checkbox"/> NI	Discharge Monitoring Reports (DMRs)/sample values/annual reports
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C	Timeliness <ul style="list-style-type: none"> • Reports (Required reports submitted on time) • Permit application submitted on time • Sample Values submitted on time • DMRs submitted on time
	Comments: During the review period the City submitted all DMRs on complete and on time (36 total monitoring periods). The MPCA commends the City for their punctuality.
	There were no other required submittals during the review period.
Compliance status	Requirement and notes
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Completing Reports (DMRs, etc. complete and submitted on MPCA approved forms)
	Accuracy (e.g., Lab data match all DMR values and frequency)
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C	Frequency of sampling (as required by permit, no missed samples)
Compliance status	Requirement and notes
<input checked="" type="checkbox"/> NC <input type="checkbox"/> C	Permit limit compliance: The City reported four effluent limit violations of the conditions of the NPDES/SDS permit during the review period, December 1, 2018 to December 31, 2021.

Station/ DMR	Monitoring Period	Parameter	Limit Type	Limit	Reported Value	Units
SD 002	11/2020	Solids, Total Suspended (TSS)	CalMoAvg	7	7.1	kg/d

Station/ DMR	Monitoring Period	Parameter	Limit Type	Limit	Reported Value	Units
SD 002	11/2020	Solids, Total Suspended (TSS)	MxCalWkAvg	11	14	kg/d
SD 002	11/2020	Solids, Total Suspended (TSS)	CalMoAvg	30	173	mg/L
SD 002	11/2020	Solids, Total Suspended (TSS)	MxCalWkAvg	45	340	mg/L

Compliance status <input type="checkbox"/> NC <input type="checkbox"/> C <input checked="" type="checkbox"/> A <input type="checkbox"/> NA	Requirement and notes Permit limit violation follow-up <p>Comments: If sampling by the City indicates a violation of any discharge limitation specified in the permit, the City shall investigate the cause of the violation, and take action to prevent future violations. The City shall report with its next DMR any potential cause of the violation or findings of their investigation. The City failed to report this information using the comment section of the DMR following violations of discharge limits during the review period.</p> <p>Include the following information with the appropriate DMR submittal:</p> <ul style="list-style-type: none"> The cause of the limit exceedance Description of actions taken to reduce, eliminate and prevent reoccurrence Steps taken to reduce any adverse impact resulting limit exceedance
<input type="checkbox"/> NI <input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Record keeping Maintain records for at least three years and with following: <ul style="list-style-type: none"> Place, date, time of sample/measurement Date of analysis Name of person performing sample/measurement, etc. Analytical techniques, procedures, and methods used Results of analysis
	Chain of Custody (COC) forms (completely filled out, available, etc.) <p>Comments: Many records were with the City's consultant, WHKS for evaluation. The City is working with WHKS to complete a street project that will include rehabbing the sanitary sewer collection system.</p>
<input checked="" type="checkbox"/> NA	Enforcement actions over the review period:
<input checked="" type="checkbox"/> NA	Compliance schedule progress:
<input checked="" type="checkbox"/> NI	Biosolids/land application sites: <p>Comments: The MPCA is missing the 2018 biosolids annual report. During inspection the City stated this report was with WHKS as part of the files turned over to WHKS for review.</p> <p>The MPCA requests that the 2018 biosolids report be electronically submitted to the MPCA contact on this report as soon as possible.</p>
<input type="checkbox"/> NC <input type="checkbox"/> C <input type="checkbox"/> A <input checked="" type="checkbox"/> NA	Pretreatment Significant industrial users (SIUs): <ul style="list-style-type: none"> Trucked-in waste accepted? No <p>Comments: SIUs are industrial users within the city that will discharge an average of 25,000 gallons per day or more of process wastewater to the WWTP, or have a discharge that makes up five percent or more of the WWTP's receiving capacity, or are designated as significant by the MPCA, or the City based on potential to affect the WWTP or violate pretreatment standards.</p>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<ul style="list-style-type: none"> Daily precipitation records
Other/Additional comments: The NPDES/SDS permit reissuance is in progress.	

Alleged violations/Corrective actions (Provided as indicated below):

- See below: ☒

Violation number	Requirement (e.g., Minn. R., Permit condition)	Description of noncompliance	Corrective action	Timeline (e.g., immediately, within 10 days)
1	Effluent limit compliance - Effluent Violations.	During the review period, December 1, 2018, to December 31, 2021, the City reported four violations of permit conditions. See table in inspection report for details.	This was discussed with the City on January 20, 2022. No further correspondence is required at this time.	Not Applicable

Address questions and submittals requested above to:

Cory Schultz
Environmental Specialist
Minnesota Pollution Control Agency
7381 Airport View Drive Southwest
Rochester, MN 55902
Phone: 507-206-2655
Email: cory.schultz@state.mn.us

City of Canton

Resolution #2022-04 **RESOLUTION TO REQUEST PURCHASE CONDITIONS ON THE** **PUBLIC AUCTION OF PARCEL ID 09.0195.020**

Whereas, on December 8, 2021, the City Council unanimously approved Resolution #2021-19 to authorize the disposal of tax-forfeited land (Parcel ID 09.0195.020) by means of public auction per M.S. § 282.01, and;

Whereas, the County of Fillmore will conduct the public auction on March 1, 2022, and;

Whereas, the Board of Commissioners has set the basic sale price at \$1.00, and;

Whereas, the structure on this land parcel has remained vacant since January 2000, and;

Whereas, the structure has experienced significant deterioration due to lack of habitation and regular maintenance, and;

Whereas, the structure has been so poorly maintained that its physical condition and appearance detract from the surrounding neighborhood, and;

Whereas, the structure has been declared a public nuisance as defined in City of Canton Code of Ordinances Chapter 92, Section 21 – Building Maintenance and Appearance, and;

Whereas, a declared public nuisance property is unsightly, decreases adjoining landowners and occupants enjoyment of their property and neighborhood, and adversely affect property values and neighborhood patterns, and;

Whereas, on January 12, 2021, the previous owner of the property was convicted of a misdemeanor offense for violating the City of Canton's nuisance ordinance, and;

Whereas, as part of his conviction, the previous owner was ordered to be in ordinance compliance by January 12, 2022, and;

Whereas, the non-payment of property taxes resulted in the forfeiture of the parcel prior to the previous owner's compliance date, and;

Whereas, no additional maintenance and/or improvements to the structure's appearance were made by the previous owner between January 12, 2021 and the property forfeiture date, and;

Whereas, the City Council is committed to achieving ordinance compliance for this parcel.

Now, therefore, be it resolved, that the City of Canton requests the Fillmore County Board of Commissioners place purchase conditions on the public auction of Parcel ID 09.0195.020;

1. Purchaser understands the parcel is in violation of City of Canton Code of Ordinances, and;
2. Purchaser shall comply with all City of Canton Code of Ordinances by March 1, 2024, and;
3. Purchaser shall provide the City of Canton with regular status reports on compliance efforts.

Passed and adopted by the Canton City Council this 9th day of February 2022.

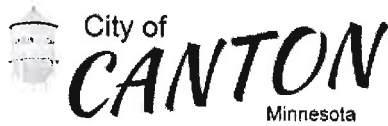
Nicholas Prestby, Mayor

ATTEST:

Brock Bergey, City Clerk

§ 91.041 CHICKENS.

- (A) DEFINITIONS. The term “chicken coop” means a structure for housing chickens made of wood or other similar materials that provides shelter from the elements. The term “chicken run” means an enclosed outside yard for keeping chickens. The term “premises” means any platted lot or group of contiguous lots, parcels or tracts of land.
- (B) CHICKENS LIMITED. It is unlawful for any person to keep or harbor chickens on any premises without a permit. No permit should be issued for the keeping or harboring of more than six hen chickens on any premises. No permit shall be issued for the keeping of any rooster chickens on any premises.
- (C) PERMIT. No person shall maintain a chicken coop and run unless they have been granted a permit. The permit shall be subject to all terms and conditions of this chapter and any additional conditions deemed necessary by the Council to protect the public health, safety and welfare. The necessary permit applications will be available in the City Clerk’s office. Included with the completed application shall be a scaled diagram that indicates the location of any chicken coop and run, the approximate size and distance from adjoining structures and property lines, and written approval from all adjacent property owners. A fee of \$10.00 will be charged for each permit which shall expire on December 31st of each year of the permit. Failure to follow any of the requirements of this ordinance shall be deemed a violation of this section and shall allow the City to revoke the permit and demand removal of the chickens
- (D) CONFINEMENT. Every person who owns, controls, keeps, maintains or harbors hen chickens shall keep them confined at all times while in the City in a chicken coop or chicken run.
- (E) SETBACKS. Any coop and run shall be at least 25 feet from any residential structure on any adjacent property and no closer than 10 feet from the property line.
- (F) CHICKEN COOPS. Chicken runs may be enclosed with wood and/or woven wire materials, and may allow chickens to contact the ground. Chicken feed shall be kept in rodent and raccoon-proof containers.
- (G) CONDITIONS. No person who owns, keeps or harbors hen chickens shall permit the premises where the hen chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition or to permit the premises to be in such condition that noxious odors are carried to adjacent public or private property. Any chicken coop and run may be inspected at any reasonable time by a City animal control official or other agent of the city.
- (H) PENALTY. A violation is a misdemeanor. see § 91.99



Chicken Permit Application

Applicant Name _____

Permit Address _____

Parcel ID _____ Phone Number _____

Coop Location _____ Coop Sq. Ft. _____

Coop Height _____ Chicken Run (check one) Yes _____ No _____

Number of Hens _____ (only six permitted) Type of Hens _____

A diagram indicating the location of a chicken coop and/or chicken run must be included with this application. Please include location distance(s) from adjoining structures/property lines.

No permit shall be issued and no chickens shall be allowed to kept until the completed application, with required forms, have been received and a permit has been issued. Please attach the **Adjacent Neighbor Consent Form** to this application and check the box that you understand and have complied with the terms of this ordinance requirement. ☐

Acknowledgement

I will, at all times, keep the chickens on my premises in accordance with City of Canton Ordinance 91.041. I understand failure to obey such conditions will constitute a violation of the provisions of this chapter and is grounds for cancellation of the permit and/or subject to criminal penalties prescribed by law. If I will no longer be keeping chickens on my premises, any chicken coops and/or chicken runs constructed or maintained shall be immediately removed. If my premises are subject to private restrictions, which prohibit the keeping of chickens, any permit issued to me will be void.

Applicant Signature _____ Date _____

For Official Use Only

Permit No. _____ Fee Paid _____ Ordinance Copy Provided _____

City Agent _____ Date _____



Chicken Permit Application: Adjacent Neighbor Consent Form

Applicant Name _____

Permit Address _____

No permit shall be issued and no chickens shall be allowed to be kept unless the owners of all residentially-zoned adjacent properties consent, in writing, to the permit application. (Roosters are prohibited.) For purposes of this permit, adjacent property means all parcels of property that the applicant's property comes into contact with at one or more points. A chicken coop and/or chicken run shall not be closer than 25 feet from any residential structure on any other premises and no closer than 10 feet from the property line.

Instructions to Adjacent Property Owners

Your neighbor is applying for a permit to keep chickens on their residentially-zoned property. A maximum of six chicken hens may be kept under this permit. If you are an adjacent property owner, your consent is required for issuance.

By signing this form, you are providing written consent for the issuance of the permit.

Name _____ Street Address _____

Signature _____ Date _____

Name _____ Street Address _____

Signature _____ Date _____

Name _____ Street Address _____

Signature _____ Date _____

Name _____ Street Address _____

Signature _____ Date _____

MURPHY LAW OFFICE P.L.L.P.

ATTORNEYS AT LAW

Timothy A. Murphy | Michael A. Murphy | Alexander C. Roverud

tlmrhm@acegroup.cc

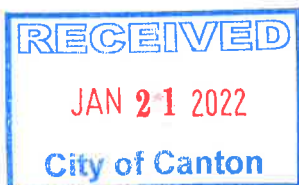
mikerhm@acegroup.cc

alexrh@goacentek.net

110 EAST MAIN STREET, P.O. BOX 149

CALEDONIA MN 55921-0149

Phone: 507-725-3361 | Fax: 507-725-5627



LeeAnn Hermanson

Legal Assistant

leeannrh@acegroup.cc

January 19, 2022

City of Canton
Brock Bergey, City Clerk
106 Main Street
Canton, MN 55922

Via E-mail Only
clerk@cantonmn.com

In Re: Paul Galligan et al-City of Canton Mortgage

Dear Mr. Bergey:

We are writing concerning the need for a Partial Release of a Mortgage that the City of Canton has on the Galligan property in the City of Canton.

The City has a Mortgage in the principal amount of \$19,965.00, dated February 24, 2012, recorded August 18, 2012 as document number 3920127. The Mortgage includes 40.38 acres. The Galligans are selling to James and Carolyn Horihan approximately 37.13 acres of the farm land.

We are enclosing a copy of the Certificate of Survey for the property. We would request that the City release the 37.13 acres being sold to the Hori hans. The Galligans are retaining the building site consisting of 3.25 acres. We are also enclosing a description for the parcel that we want released.

I look forward to hearing from you as to the City's position with regarding to releasing the 37.13 acres from the Mortgage.

Yours very truly,

A handwritten signature in blue ink, appearing to be "TAM", with a stylized flourish at the end.

Timothy A. Murphy

TAM:lmh
Encl.

LEGAL DESCRIPTION - 37.13 Acres

That part of the South One-Half of the South One-Half of the Northwest Quarter (S 1/2 S 1/2 NW 1/4) of Section 28, Township 101 North, Range 9 West, Fillmore County, Minnesota, described as follows: Beginning at the Southwest Corner of said NW 1/4; thence North 00 degrees 11 minutes 07 seconds West (assumed bearing) along the West line of said NW 1/4, 396.78 feet; thence North 89 degrees 00 minutes 14 seconds East, 445.89 feet; thence North 00 degrees 16 minutes 16 seconds West, 257.06 feet to the North line of said S 1/2 S 1/2 NW 1/4; thence North 89 degrees 00 minutes 14 seconds East along said North line, 2201.00 feet to the Northeast Corner of said S 1/2 S 1/2 NW 1/4; thence South 00 degrees 08 minutes 51 seconds East along the East line of said NW 1/4, 655.12 feet to the Southeast Corner of said NW 1/4; thence South 89 degrees 01 minute 53 seconds West along the South line of said NW 1/4, 2646.05 feet to the point of beginning and containing 37.13 acres, more or less. Subject to easement for County Road No. 21 across the Westerly line thereof. Subject to any other easements of record.



**Financial Reports
For Year Ended December 31, 2021**

Prepared by:
Brock Bergey
Clerk/Treasurer

February 9, 2022

**City of Canton
Cash Balances
For Year Ended December 31, 2021**

Cash Funds

General	\$200,687.87
Mitson House	\$1,473.71
Fire Department	\$33,041.64
Water	\$52,412.87
Sewer	\$32,021.31
Garbage	-\$951.19
TOTAL CASH	\$318,686.21

Reserve Funds

CD 44204 Liquor Store	\$37,948.97
CD 18920 General Fund	\$54,688.71
CD 14918 Mitson House	\$21,592.14
CD 16668 Sewer Fund	\$27,754.59
CD 16669 Sewer Fund	\$27,754.59
CD 44203 Vail Estate	\$132,152.71
CD 10410 Wilken Estate	\$12,015.04
TOTAL RESERVES	\$313,906.75

GENERAL FUND EXPENDITURES

	<i>2021 Budget</i>	<i>2021 Actual</i>	<i>% of Budget</i>
General Government			
Mayor/Council Salaries	3,300.00	3,300.00	100%
Employee wages	79,025.00	80,244.00	102%
PERA*	13,429.00	5,794.00	43%
FICA*	10,195.00	6,391.00	63%
Insurance	17,500.00	17,465.00	<1%
Office Supplies	5,000.00	5,265.00	105%
Utilities	13,000.00	12,423.00	96%
Telephone/Internet	3,000.00	3,058.00	101%
Professional Services	16,500.00	20,663.00	125%
Repairs/Maintenance	15,000.00	20,199.00	135%
Communications	1,000.00	1,414.00	141%
Miscellaneous	2,000.00	2,199.00	110%
General Gov't Total	178,949.00	178,415.00	99.8%
Public Safety			
Ambulance	3,114.00	3,114.00	100%
Fire Department	5,882.00	5,882.00	100%
Police	24,000.00	24,000.00	100%
Public Safety Total	32,996.00	32,996.00	100%
Community Development			
Park/Rec	1,000.00	491.00	51%
Equipment	1,000.00	5,200.00	420%
Community Dev. Total	2,000.00	5,691.00	186%
Streets			
Repairs/Maintenance	30,000.00	35,465.00	118%
Equipment/Maintenance	12,000.00	5,427.00	45%
Supplies	2,000.00	6,665.00	233%
Streets Total	44,000.00	47,557.00	108%
TOTAL EXPENDITURES	257,945.00	264,659.00	103%

GENERAL FUND REVENUE

	<i>2021 Budget</i>	<i>2021 Actual</i>	<i>% of Budget</i>
Property Taxes	159,157.00	153,857.00	97%
Local Government Aid	95,773.00	95,773.00	100%
Other Aid	550.00	34,999.00	6263%
Fines/Forefeits	500.00	800.00	184%
Licenses/Permits	1,000.00	2,275.00	127%
Rentals	1,000.00	2,563.00	156%
Reimbursements	1,200.00	2,137.00	178%
Miscellaneous	1,000.00	4,815.00	381%
Community Grants	0.00	11,075.00	0%
Interest	0.00	5,856	0%
TOTAL REVENUE	260,180.00	314,150.00	121%

TOTAL REVENUE	260,180.00	314,150.00	121%
TOTAL EXPENSES	257,945.00	264,659.00	103%
GAIN/(LOSS)	2,235.00	49,491.00	2114%

* 2021 Budget amount includes Water Fund and Sewer Fund shares

WATER FUND EXPENDITURES

	<i>2021 Budget</i>	<i>2021 Actual</i>	<i>% of Budget</i>
Wages/Salaries	24,448.00	25,810.00	105%
PERA	0.00	1,557.00	0%
FICA	0.00	1,975.00	0%
Insurance	400.00	354.00	89%
Office Supplies	5,000.00	1,395.00	28%
Operating Supplies	2,000.00	3,293.00	164%
Utilities/Telephone	9,200.00	7,876.00	86%
Repairs/Maintenance	9,500.00	39,597.00	317%
Communciations	600.00	372.00	62%
Miscellaneous	2,000.00	24.00	1%
Debt Service Principal	14,000.00	14,000.00	100%
Debt Service Interest	1,696.00	1,696.00	100%
Total Expenditures	68,844.00	97,949.00	178%

WATER FUND REVENUES

	<i>2021 Budget</i>	<i>2021 Actual</i>	<i>% of Budget</i>
Water Sales	83,250.00	81,546.00	98%
Other	250.00	1,058.00	323%
Total Revenues	83,500.00	82,604.00	99%

TOTAL REVENUES	83,500.00	82,604.00	99%
TOTAL EXPENDITURES	68,844.00	97,949.00	178%
GAIN/(LOSS)	14,656.00	(15,345.00)	-104%

SEWER FUND EXPENDITURES

	<i>2021 Budget</i>	<i>2021 Actual</i>	<i>% of Budget</i>
Wages/Salaries	29,856.00	30,892.00	103%
PERA	0.00	1,937.00	0%
FICA	0.00	2,363.00	0%
Insurance	2,700.00	2,642.00	98%
Office Supplies	5,000.00	1,294.00	6%
Operating Supplies	2,000.00	2,032.00	102%
Utilities/Telephone	15,600.00	10,616.00	69%
Repairs/Maintenance	8,000.00	1,886.00	24%
Sampling	4,800.00	5,977.00	124%
Communciations	600.00	226.00	38%
Miscellaneous	0.00	0.00	0%
Accrued interest for refunding note	2,380.00	2,380.00	0%
Total Expenditures	70,936.00	62,245.00	88%

SEWER FUND REVENUES

	<i>2021 Budget</i>	<i>2021 Actual</i>	<i>% of Budget</i>
Sewer Sales	77,250.00	71,845.00	94%
Other	250.00	963.37	285%
Total Revenues	77,500.00	72,808.37	94%

TOTAL REVENUE	77,250.00	72,808.00	94%
TOTAL EXPENSES	70,936.00	62,245.00	88%
GAIN/(LOSS)	6,311.00	10,563.00	167%

GARBAGE FUND EXPENDITURES

	<i>2021 Budget</i>	<i>2021 Actual</i>	<i>% of Budget</i>
Contractual Services	27,500.00	26,864.00	48%
Other	100.00	19.00	19%
Total Expenses	27,600.00	26,883.00	97%

GARBAGE FUND REVENUES

	<i>2021 Budget</i>	<i>2021 Actual</i>	<i>% of Budget</i>
Contractual Services	27,600.00	25,807.00	93%
Other	0.00	125.00	0%
Total Revenues	27,600.00	25,932.00	94%

TOTAL REVENUE	27,600.00	25,932.00	94%
TOTAL EXPENSES	27,600.00	26,883.00	97%
GAIN/(LOSS)	0.00	(951.00)	0%

Fire Department Expenditures

	2021 Budget	2021 Actual	% of Budget
Wages	6,000.00	5,985.00	99%
PERA	2,000.00	2,000.00	100%
Training	1,000.00	437.00	44%
Insurance	1,800.00	1,717.00	95%
Equipment/repairs	3,000.00	65,330.00	2078%
Supplies	3,000.00	428.00	14%
Fuel	1,000.00	684.00	67%
Utilities	3,000.00	2,407.00	80%
Internet	550.00	781.00	142%
Loan interest	5,000.00	0.00	0%
Miscellaneous	0.00	1,124.00	0%
TOTAL	26,350.00	80,893.00	207%

Fire Department Revenues

	2021 Budget	2021 Actual	% of Budget
PERA	2,000.00	2,000.00	100%
Township services	17,971.00	18,070.00	101%
City services	5,882.00	5,882.00	100%
Fire calls	1,000.00	4,350.00	335%
Donations	4,000.00	58,000.00	1350%
TOTAL	30,853.00	88,302.00	186%

Total Revenue	30,853.00	88,302.00	186%
Total Expenses	26,350.00	80,893.00	207%
Gain/(Loss)	4,503.00	7,409.00	164%

CANTON



Southeast Minnesota's
First Stop

The City of Canton is developing a new branding campaign to emphasize our geographic location on US 52. We're the first incorporated Minnesota community on this major north route to Rochester and the Twin Cities. This is a preliminary design for marketing purposes.

2022 Decoration Sale - Sale ends March 31, 2022

Decorations include: C7 LED Crystal Cut Bulbs & all mounting hardware

2.5' - 4' White Line	Bulbs	Sale
2.5' Star Snowflake	42	\$292
3' Single Spiral	54	\$361
3' Deluxe SnoBurst	42	\$268
3.5' Fancy Fork	48	\$331
4' Designer Star	37	\$354
4' Diamond SF	48	\$314
4' Single Spiral SF	72	\$442

3' - 4' Bright Line	Bulbs	Sale
3' Soldier	50	\$390
3' Loop Tree	45	\$361
4' Angel with Horn	55	\$395
4' Single Bell	50	\$349
4' Poinsettia	53	\$376
4' Candle with Halo	40	\$339
4' Candy Cane with Bow	59	\$324
4' Candy Cane Swirl	42	\$259
4' Gift Box	58	\$372
4' Ball Ornament	76	\$388
4' Wreath with Bow	61	\$326
4' ZigZag Tree	44	\$261
4' Double Star	68	\$447
4' Holly Leaf	40	\$381

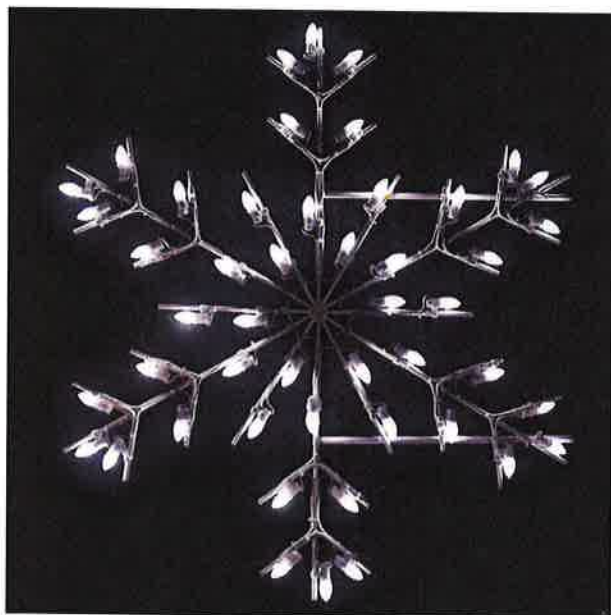
4' DazzLED	Bulbs	Sale
4' Single Bell - Garland	40	\$406
4' Poinsettia - Garland	43	\$425
4' Candle with Halo - Garland	40	\$381
4' Candy Cane Bow *CW bulbs	49	\$348
bulbs	33	\$326
4' Designer Star - Garland	27	\$403
4' Diamond SF - Garland	48	\$413
4' Gift Box - Garland	53	\$409
4' Ornament Ball - Garland	60	\$432
4' Wreath w/Bow - Garland	48	\$331
4' Zig Zag Tree - Garland	31	\$349
4' Single Spiral - Garland	68	\$530

5' - 6' White Line	Bulbs	Sale
5' Fancy Forked	90	\$417
6' Cascading	103	\$585
6' Designer Star	54	\$460
6' Diamond Lace	72	\$475
6' Diamond SF	60	\$407
6' Reindeer w/gold antlers & red nose	58	\$463
6' Spiral Lace	84	\$502
6' Star SF	72	\$418

6' Bright Line	Bulbs	Sale
6' Double Bell	100	\$574
6' Double Poinsettia	84	\$436
6' Angel w/Halo	90	\$466
6' Candle with Halo	59	\$382
6' Candy Cane with Bow	91	\$418
6' Candy Cane Swirl	66	\$346
6' Snowman	70	\$482
6' Soldier	82	\$476
6' Stocking	52	\$384
6' Christmas Tree	60	\$349
6' Zig Zag Tree	58	\$405
6' Holly Leaf	62	\$442
6' Waving Santa	139	\$749
6' Single Bell	82	\$418
6' French Horn	50	\$770
6' Gift Box	112	\$527
6' Triple Star	57	\$504

6' DazzLED	Bulbs	Sale
6' Double Bell - Garland	80	\$705
6' Double Poinsettia - Garland	72	\$500
6' Angel- Garland	68	\$645
6' Candle with Halo - Garland	46	\$428
6' Candy Cane Bow *CW bulbs	66	\$437
6' Candy Cane Swirl - Garland *CW bulbs	66	\$437
6' Designer Star - Garland	42	\$548
6' Diamond SF - Garland	72	\$558
6' Gift Box - Garland	87	\$571
6' Reindeer Garland gold antlers/red nose	45	\$543
6' Snowman - Garland	57	\$677
6' Soldier - Garland	64	\$543
6' Spiral Lace SF - Garland	72	\$550
6' Stocking - Garland	56	\$453
6' Christmas Tree - Garland	51	\$515
6' Zig Zag Tree - Garland	49	\$439
6' Holly Leaf - Garland	62	\$508
6' Waving Santa - Garland	125	\$885
6' Single Bell - Garland	65	\$461
6' French Horn - Garland	44	\$599





5 FOOT – FANCY FORK SNOWFLAKE POLE MOUNTED CHRISTMAS DECORATION – WHITE LINE

\$518.00

The 5 foot Fancy Fork Snowflake White Line Collection™ pole mounted Christmas decoration is made with a heavy-duty steel rod construction along with a corrosion-resistant coating. Comes with 90 brilliant crystal-cut C7 LED light bulbs. Each frame is designed to maximize the amount and visibility of the bulbs.



ADD TO CART

Categories: 4 to 5 Foot Pole Decorations, Christmas Decorations, Decorations, Pole Decorations, White Line Collection™



DESCRIPTION

ADDITIONAL INFORMATION

REVIEWS (0)

DESCRIPTION

Made in USA

Can be installed on a utility pole with adjustable steel straps or lag bolt. LED's have capacitors for heat regulation. LED bar diodes are super bright. Non-fused Male plug attached to a 6' lead.

- **Construction:** White powder coated 1/2" diameter steel on support frame bars. White powder coated 3/8" diameter steel on secondary frame bars. Support bars are welded to a 2 1/2" x 3 3/4" powder coated plate for insertion into mounting hardware.
- **Size:** 5 feet
- **Bulb count:** 90
- **Bulb style:** C7 Crystal-Cut LED
- **Watts:** 39
- **Included hardware:** One (1) pole plate bracket and two (2) stainless steel banding straps.
- **Wiring:** 18 gauge wire with polyester C7 bulb sockets
- **Weight:** 23 lbs.