

**Canton City Council
June 12, 2024 – 6 pm
Regular Meeting Agenda**

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda
4. Consent agenda
 - a) Approval of May 8, 2024 Public Hearing Minutes
 - b) Approval of May 8, 2024 Regular Meeting Minutes
 - c) Approval of June Disbursements
5. Public comments
6. Reports
 - a) Mayor
 - b) Clerk & Deputy Clerk
 - c) Public Works
 - d) Fire Department
 - e) Police
 - f) Planning Commission
 - g) Other
7. Old business
 - a) Discuss ordinance violations
8. New business
 - a) Consider temporary closure of various streets for Canton Day Off
 - a. Veterans Drive for Thursday August 15 – Sunday August 18
 - b. Portions of Canton Ave, Ash St, & Minnesota Ave for Friday August 16-Sunday August 18 (BBQ Event)
 - c. Main Street (between Canton Ave & Prairie Ave) for Saturday August 17 (8am-4pm)
 - d. Prairie Ave (between Main St & Oak St) for Saturday August 17
 - e. Main Street (between Canton Ave & Prairie Ave) for Sunday August 18 (9am-2pm)
 - b) Consider temporary closure of Main Street on Saturday August 17 from 6-7 pm for Canton Day Off Parade
 - c) Consider approval of fireworks display for Canton Day Off on Saturday August 17 at 10pm
 - d) Consider approval of temporary liquor license application for the Canton American Legion for August 16-18, 2024
 - e) Consider approval of land use permit application for Devry & Tina Kerns
 - f) Consider approval of State Capital Projects Grants-In-Aid Agreement
 - g) Consider Professional Services Agreement with WHKS for Canton WWTF Evaluation-Ability to Treat New Effluent Limits
9. Adjourn

Upcoming Dates:

Juneteenth – City Office Closed
Fourth of July – City Office Closed
Regular City Council Meeting

June 19
July 4
July 10 @ 6 p.m.

Canton City Council Public Hearing Minutes May 8, 2024

Members present: Josh Nordsving, Jen Dowling, Jason Magnuson, Kristy Ziegler, Randy Gossman

City Staff present: Anne Koliha, Barb Kerns, Jon Nordsving, Jim Davis

Visitors: Jamie Knutson, Dorothy Coons

Mayor Josh Nordsving called the public hearing to order at 6:00 p.m.

He stated the purpose of the hearing was to hear public comment on the conditional use permit application for Jamie & Holly Knutson to have a home based business in R-1 district.

Mayor Nordsving entertained public comments.

Public comments: None

Motion by Dowling, seconded by Magnuson to adjourn the public hearing at 6:01 p.m.; motion carried.

Canton City Council Regular Meeting Minutes

May 8, 2024

Members present: Josh Nordsving, Kristy Ziegler, Jen Dowling, Randy Gossman, Jason Magnuson
City staff present: Anne Koliha, Barb Kerns, Jon Nordsving, Jim Davis
Visitor(s) present: Jamie Knutson, Dorothy Coons

Mayor Nordsving called the regular meeting to order at 6:01 p.m.

Motion by Ziegler, seconded by Dowling to approve the agenda, motion carried.

Consent Agenda

- a) Approval of April 10, 2024 Regular Meeting Minutes
- b) Approval of May Disbursements
- c) Approval to waive Town Hall rental fee for American Red Cross Blood Drive on June 12

Motion by Gossman, seconded by Ziegler to approve the consent agenda, motion carried.

Public comments: none

Reports:

Mayor Nordsving: none

Deputy Clerk: none

Clerk: Koliha reported that sent out letters to specific landowners regarding hazardous trees to be removed that are in road right of way; continue to receive water material surveys and sending them up to WHKS; work with Historical Society to apply for funds for restoration of the Train Depot; meeting with WHKS to continue to figure out new load limits for sewer plant need further clarification from MPCA so scheduling a meeting with them next week

Public Works: Nordsving reported about meeting with WHKS and working on options for new load limits for sewer plant

Fire Department: none

Police: none

Planning Commission: none

Old Business

- a)

New Business

- a) Consider approval of Conditional Use Permit for home based business in R-1 district for Jamie & Holly Knutson
Motion by Gossman, seconded by Magnuson to approve the Conditional Use Permit for home based business in R-1 district for Jamie & Holly Knutson; motion carried.
- b) Discussion on 2024 property inspections
Council had much discussion and no action was taken. Consensus was if concerns come into city office to send letter on notice of violations and give 30 day timeframe to address issue.
- c) Discussion regarding Mitson House
 - a. Reading books – dispersal of books at CHS book sale
Clerk Koliha stated that the Canton Historical Society is having a book sale in June and was wondering if the City would be OK if they looked at the books in the Mitson House and took some to sell.
Motion by Ziegler, seconded by Dowling to allow the Canton Historical Society to take books from the Mitson House and sell at their event; motion carried.
 - b. Kitchen mold returned – Clerk Koliha reported that the mold spots have returned once again in the kitchen – Dorothy Coons from Canton Historical Society stated that they just wanted the City to be aware of the matter and to keep in mind for future repairs and such. No action taken.
- d) Discussion regarding Whalen property
Mayor Nordsving stated that the City has been approached by Adam Whalen in regards to purchasing the entire property of Dan Whalen's – he is giving the City first chance at the purchase. Much discussion occurred and no action taken. City will pass at the option to purchase.

Motion by Gossman, seconded by Magnuson to adjourn the meeting at 6:34 p.m.; motion carried.

June 2024 Disbursements

General Fund

Acentek	\$	221.76	Phone & Internet Services (City Hall/Town Hall)
Canon Financial*	\$	44.00	Copier monthly lease contract
MiEnergy	\$	70.26	Electric: City Hall
MiEnergy	\$	92.48	Electric: Town Hall
MiEnergy	\$	33.77	Electric: Bus Shed
MiEnergy	\$	483.19	Electric: Street Lights
MiEnergy	\$	61.68	Electric: Welcome Sign
MiEnergy	\$	52.37	Electric: Ball Field
MN Energy Resources*	\$	43.35	Gas: City Hall
MN Energy Resources*	\$	30.50	Gas: Maintenance Shop
MN Energy Resources*	\$	75.72	Gas: Town Hall
Nordsving, Jon	\$	50.00	Cell phone stipend
Tri-State Business Machines	\$	43.00	Copier monthly maintenance contract
Wright Way Computers	\$	41.57	Monthly computer services
Storey Kenworthy	\$	108.80	Town Hall: toilet paper & paper towels
Bruening Rock Products	\$	1,578.59	Road Rock
Fillmore County Auditor-Treasurer	\$	44,530.00	2024 Contracted Policing Services
Village Farm & Home	\$	162.53	operating supplies
Preston Dairy & Farm	\$	81.23	street sweeper: hydraulic oil
Total General Fund Disbursements	\$	47,804.80	

Mitson Fund

MiEnergy	\$	33.29	Electric: Mitson House
Total Mitson Disbursements	\$	33.29	

Water Fund

Acentek	\$	40.02	Phone dialer system
Gopher State One Call	\$	1.35	Locates
MiEnergy	\$	580.17	Electric: Pump House
MN Dept of Health	\$	420.00	2nd Quarter Service Connections Fee
Total Water Disbursements	\$	1,041.54	

Sewer Fund

Acentek	\$	40.02	Phone: WWTF
MiEnergy	\$	437.88	Electric: WWTF
Utility Consultants	\$	198.11	Samples
Village Farm & Home	\$	1.99	operating supplies
MPCA	\$	23.00	Wastewater Certification Renewal
Flow Measurement and Control	\$	662.00	Certifications & Testing
Total Sewer Disbursements	\$	1,363.00	

Garbage Fund

Richard's Sanitation	\$	2,428.81	Monthly service charge
Total Garbage Disbursements	\$	2,428.81	

Fire Department

Acentek	\$	64.95	Interenet services
MiEnergy	\$	76.41	Electric: Fire Hall
MiEnergy	\$	52.86	Electric: Cooler
MN Energy Resources	\$	23.98	Gas: Fire Hall
Total Fire Department Disbursements	\$	218.20	

Total Monthly Disbursements **\$ 52,889.64** *EFT Payments



Office of the FILLMORE COUNTY SHERIFF

JOHN DEGEORGE Sheriff
LANCE BOYUM Chief Deputy
901 Houston St. NW
PRESTON, MN 55965-1080

Tel: 507-765-3874
Emergency Dial 911
Fax: 507-765-2703

Date: June 1, 2024
To: Canton City Council
From: Jason Harmening, Deputy Sheriff
John DeGeorge, Fillmore County Sheriff
Re: Quarter 2 2024 Council Report

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2024-03-05	Ambulance	FIRST ST
2024-03-07	Traffic	highway 52
2024-03-12	Private entry	3rd St N
2024-03-16	Traffic	HWY 52
2024-03-17	Disabled or Abandoned Vehicle	Canton Ave
2024-03-19	Animal Complaint	US 52
2024-03-20	Traffic	HIGHWAY 52
2024-03-25	Private entry	FILLMORE AVE
2024-03-30	Traffic	HWY 52
2024-03-30	Intoxicated Person	MAIN ST
2024-04-01	Private entry	1st St. N
2024-04-01	Private entry	1st St. N
2024-04-02	Crash	HWY 52
2024-04-06	Permit to Carry	176TH ST
2024-04-14	Assist	Canton Ave
2024-04-15	Civil	1ST ST
2024-04-15	Parking Complaint	HWY 52
2024-04-16	Parking Complaint	2ND ST
2024-04-23	Welfare Check	MAIN ST



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901 Houston St. NW
PRESTON, MN 55965-1080

Tel: 507-765-3874
Emergency Dial 911
Fax: 507-765-2703

2024-04-24	Ambulance	HWY 52
2024-04-28	Noise Complaint	MAIN ST
2024-04-30	Fraud/Scam	Canton Ave
2024-04-30	Custody Dispute	HWY 52
2024-05-05	Traffic	1ST ST
2024-05-09	Civil	FILLMORE AVE
2024-05-12	Traffic	HWY 52
2024-05-14	Fires	OAK ST
2024-05-14	Suspicious Activity	Prairie Ave
2024-05-18	Ambulance	MAIN ST
2024-05-18	Funeral Escort	MAIN ST
2024-05-18	Traffic	HWY 52
2024-05-19	911 Hang Up	Hudson Ave
2024-05-25	Driving Complaint	Canton Ave
2024-05-31	Ambulance	1ST ST



City of Canton

106 N. Main St. • P.O. Box 92

Canton, MN 55922

CantonMN.com (507) 743-5000

May 16, 2024

Sparrow Valley Properties LLC
Attn: Joel Pfeffer
14048 371st Ave
Canton, MN 55922

Dear Mr. Pfeffer,

Your property located at 200 Oak Street North currently continues to be in violation of City of Canton Code of Ordinances '92.21 Building Maintenance and Appearance.

According to '92.21 (A): Declaration of nuisance. Buildings, fences and other structures that have been so poorly maintained that their physical condition and appearance detract from the surrounding neighborhood are declared to be public nuisances because they (a) are unsightly, (b) decrease adjoining landowners' enjoyment of their property and neighborhood, and (c) adversely affect property values and neighborhood patterns.

'92.21 (B) Standards. A building, fence or other structure is a public nuisance if it does not comply with the following requirements: (1) No part of any exterior surface may have deterioration, holes, breaks, gaps, loose or rotting boards or timbers; (3) no glass, including windows and exterior light fixtures, may be broken or cracked, and no screens may be torn or separated from moldings; (8) Foundations must be structurally sound and in good repair.

Please bring your property into compliance with the City of Canton Code of Ordinances within 30 days from the date of this letter. Failure to comply will result in additional enforcement action.

Sincerely,

Anne Koliha
City Clerk

Enclosure: Ordinance '92.21

Cc: Canton City Council

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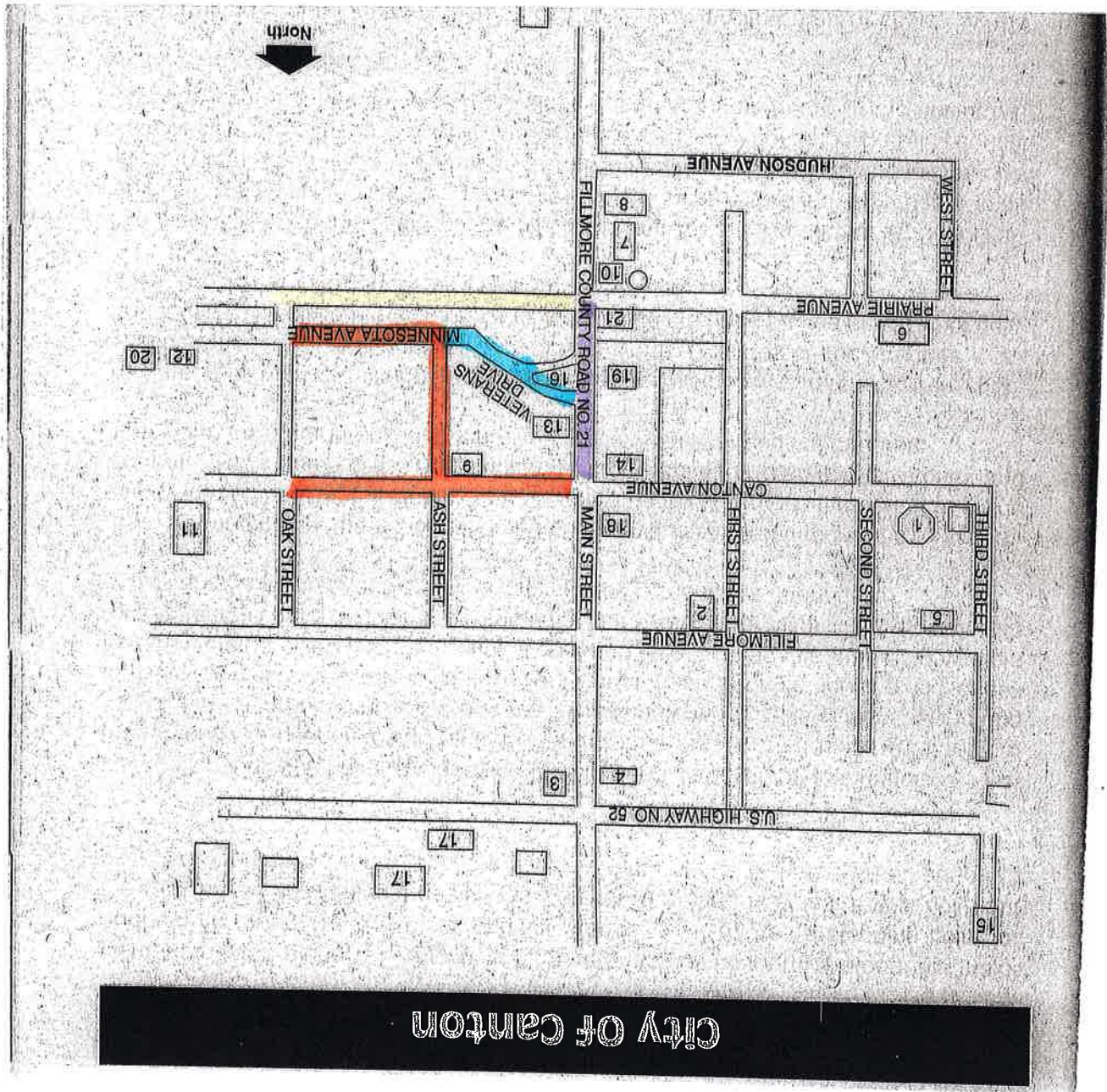
Car Show - Sunday August 18 9am-3pm

Canton Day Off events - Saturday August 17 all day

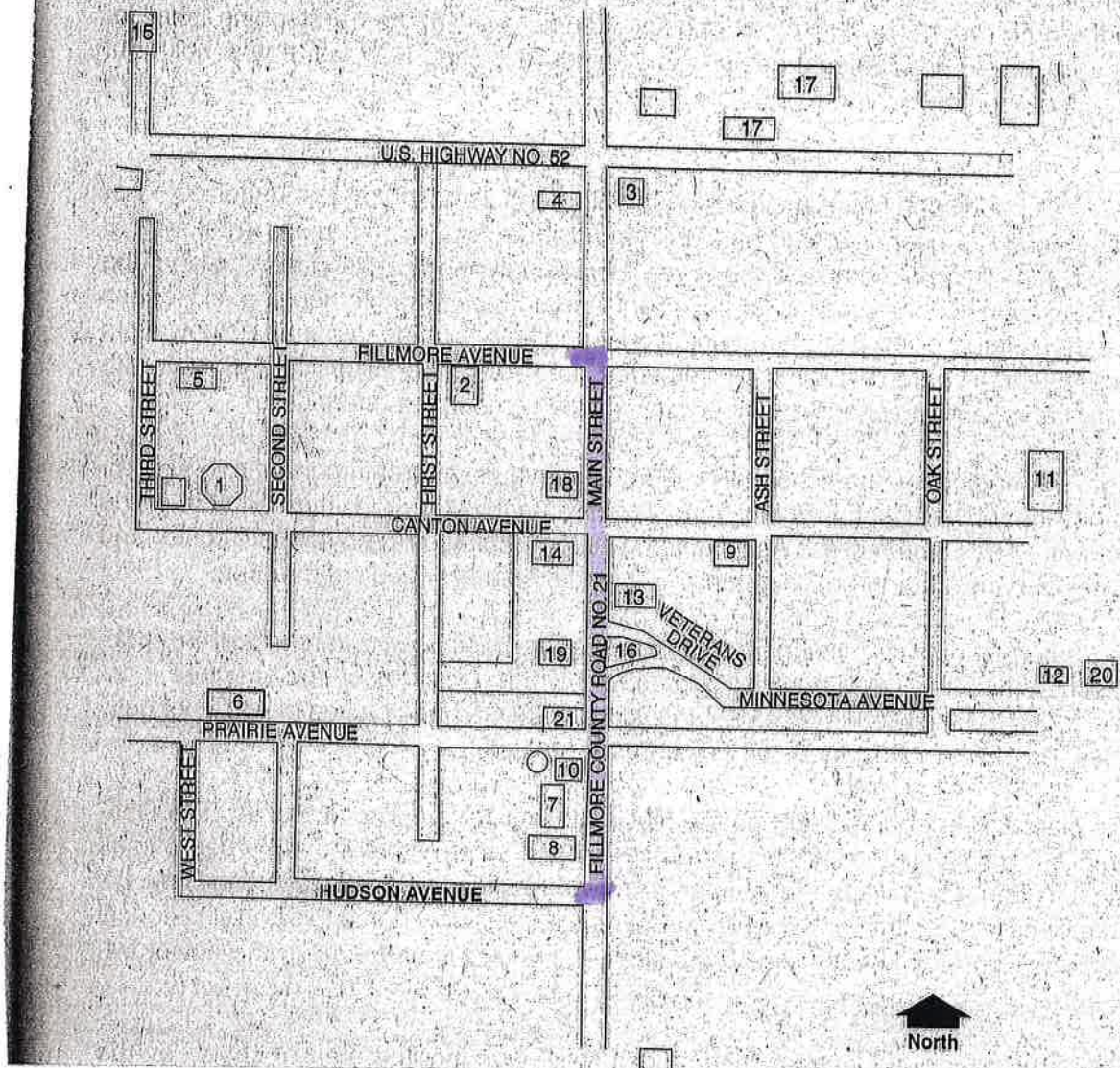
Pop-Up Market - Saturday Aug 17 8am-4pm


BRA Event - Friday August 16 - Sun. August 18

Canton Day Off event Thursday Aug 15 - Sun Aug 18



City Of Canton



 Parade Saturday Aug 17 6pm-7pm



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization		Tax exempt number	
American Legion Post 400		July 1, 1922		41-6080920	
Organization Address (No PO Boxes)		City	State	Zip Code	
206 Main Street North		Canton	MN	55922	
Name of person making application		Business phone		Home phone	
Greg Turner				507-493-5257	
Date(s) of event		Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer			
August 16, 17 & 18, 2024		<input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip Code	
Nicholas Prestby		Canton	MN	55922	
Organization officer's name		City	State	Zip Code	
Michael Wilder		Canton	MN	55922	
Organization officer's name		City	State	Zip Code	
			MN		

Location where permit will be used. If an outdoor area, describe.

Fireman's Pavillion located at 101 Veterans Drive (200 feet southwest of Town Hall 107 N Ash St)

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Minnesota Joint Underwriting Association: Bodily Injury \$50,000/100,000; Property Damage \$10,000; Loss of Means of Support \$50,000/100,000; Pecuniary Loss \$50,000/100,000; Annual Aggregate \$310,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Canton	June 12, 2024
City or County approving the license	Date Approved
\$0	August 16, 2024; August 17, 2024; August 18, 2024
Fee Amount	Permit Date
Event in conjunction with a community festival <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	clerk@cantonmn.com
310	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY, PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

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CITY OF CANTON PERMIT APPLICATION

LAND USE

Names of all Landowners: Derry Kerns Phone #: 563-419-8729
Tina Kerns Phone #: 563-419-0381
Phone #:

Property Address: 207 N. Oak

City, State, Zip: Canton Mn 55922

Parcel #: 090029000 Legal Description from deed, abstract or Recorders Office:

Have you started work on this project? Yes: removed old one only No: X
Is there an access to this property? Yes: No: X
Is this project located under a power line? Yes: No: X

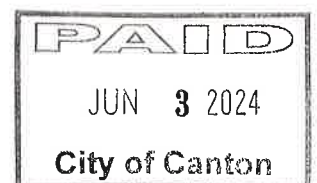
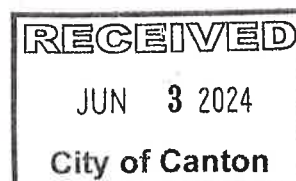
Proposed Project: deck on west side Total # of bedrooms 0
(New home, addition, move in a structure, outbuilding or other.)

Estimated cost:

Total Square Footage:	Length		Width		Total
Basement		X		=	
1st level		X		=	
2nd level		X		=	
Attached Garage		X		=	
Porch or Deck	<u>28' 2"</u>	X	<u>12</u>	=	<u>336</u>
Total Square Footage		X		=	

NO WORK MAY BEGIN UNTIL A PERMIT IS OBTAINED. IF WORK HAS BEGUN ON THE PROJECT BEFORE A PERMIT IS ISSUED, A \$400.00 LATE FEE MUST BE PAID IN ADDITION TO THE PERMIT FEE. The following projects are assessed \$7.50 per 100 square feet of living space; New Homes, home additions, porches, decks, attached garages, homes being moved in, and manufactured homes. All other structures are assessed at \$5.00 per 100 square feet (storage buildings, detached garages). A minimum is \$8.00.

TOTAL FEE 25.20 (NO REFUNDS)



Cash \$25.20.
12

An aerial photo of the site must be provided with the application showing the location of the proposed construction. (Aerial photos are available from the Fillmore County Zoning Office.)

Measure and determine the following distances from the structure you are building:

1. Setback from center of a public road. 60' 60'
2. Setback from Front yard. 48
3. Setback from Rear yard. 48
4. Setback from Side yard. 15

SITE INSPECTIONS ARE REQUIRED FOR ALL NEW DWELLINGS. The footings must be dug and inspected before the actual construction of the dwelling may begin.

I hereby certify that the information contained herein is correct and agree to do the proposed work in accordance with the provisions of the Ordinances of City of Canton, Fillmore County and the Statutes of the State of Minnesota.

Signatures of All Landowners

Doug Kist 5-30-24
Name Date
Ima Kist 5-31-24
Name Date

Name Date

Send all correspondence to:
City of Canton
PO Box 92
Canton, MN 55922

Office Use Only:	
Planning Commission Reviewed: <input type="checkbox"/> Recommend Approval <input type="checkbox"/> Denied	
Zoning Administrator Signature _____	Date _____
City Council meeting date: _____ <input type="checkbox"/> Approve <input type="checkbox"/> Deny	



Deck will be under the roof
on the west side of the
house. It is replacing the
Cement slab.

MINNESOTA HISTORICAL SOCIETY

STATE CAPITAL PROJECTS GRANTS-IN-AID AGREEMENT

<u>Account No.</u>	<u>Fiscal Year</u>	<u>Object Code</u>	<u>MNHS Grant No.</u>	<u>Amount</u>	
03776	2024	5260	2401-28791	\$17,000.00	grant
				\$17,000.00	match

This agreement is made by and between the Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and **City of Canton**, 106 North Main St, PO Box 92, Canton, Minnesota 55922 herein called the GRANTEE.

RECITALS

- A. The State of Minnesota, under Minnesota Laws of 2023, Chapter 72, Article I, Section 25, Subsection 3, appropriated general obligation (G.O.) bond funds to the Minnesota Historical Society for the State Capital Grants in-Aid Program for County and Local Preservation Projects for the purpose of assisting in the preservation of outstanding historical properties.
- B. Minnesota Historical Society is authorized under Minnesota Statutes 138.0525 to administer the Historic Preservation Capital Grant Program.
- C. The Minnesota Historical Society's Executive Council approved a grant recommended for funding by the Minnesota Historical Society's Grants Review Committee on April 18, 2024.

In consideration of the award of the grant, the parties to this Agreement agree as follows.

I. PROJECT DESCRIPTION

- A. The grant period for this activity is from June 01, 2024 to December 01, 2025.
- B. The project will be carried out in accordance with the provisions of State Capital Projects Grants-in-Aid Program's Manual and Minnesota Management and Budget's Capital Grants Manual. The project will also be carried out in accordance with the GRANTEE'S State Capital Projects Grants-in-Aid Grant Application, with the exceptions noted below. Page 1 of the application is included as Attachment A, and the entire application is incorporated by reference.
- C. The official Scope of Work Form as approved by the SOCIETY supersedes the GRANTEE's grant application Scope of Work Form and is included as Attachment C, attached and incorporated by reference. All work on the project will be in conformance to the Secretary of the Interior's Standards for the Treatment of Historic Properties as outlined in the State Capital Projects Grants-in-Aid Program Grants Manual.
- D. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B, attached and incorporated by reference. The GRANTEE certifies it has sufficient matching funds to complete the approved project to meet the State Capital Projects Grants-in-Aid match requirement as required by Minnesota Statutes 138.0525.
- E. The GRANTEE shall operate the Facility, or cause it to be operated as public access to historic building and community meeting space, or for such other public use consistent with the provisions of this agreement, and may enter into Use Contracts with Lessees to operate the facility, provided that such contracts have been approved, in writing, by the SOCIETY. The GRANTEE shall also annually determine that the Facility is being so used, and shall supply a statement, sworn to before a notary public, to such effect to the SOCIETY.

- F. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- G. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- H. Changes in the Project Completion Date will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

II. ASSURANCES

- A. The GRANTEE understands that this agreement is funded by a grant financed by the State of Minnesota.
- B. The GRANTEE understands and agrees that any use agreement relating to the property for which this grant was made, or any sale of all or a part of such property is subject to the provisions of Minnesota Statutes Section 16A.695 and of the Order amending the Order of the Commissioner of Finance of the State of Minnesota dated July 30, 2012 relating to use and sale of real property.
- C. It is the obligation of GRANTEE to consult with its own legal and financial advisors to assure that its use of the property will not violate the above provisions of this agreement.
- D. The Facility will be renovated in such a manner as will allow the Facility to be operated in the manner specified in Section I.E.
- E. The GRANTEE holds fee simple title to the real property upon which the Facility is situated, and any and all easements necessary for the operation, maintenance, and management of the Facility in the manner specified in Section I.E.
- F. The GRANTEE agrees that this project will be administered and conducted in accordance with the following:
 - i. Minn. Stat. 16B.98 for Grants Management;
 - ii. Secretary of the Interior's Standards for the Treatment of Historic Properties;
 - iii. Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
- G. The GRANTEE agrees to sign a Letter of Agreement Governing Use of Historic Site assuming responsibility to maintain the historic property in a satisfactory manner for 10 years after the grant-funded project is completed.
- H. The GRANTEE shall provide all information requested by the SOCIETY in order for the SOCIETY to determine that the project will comply with the provisions and requirement contained in Minnesota Statute 16B.335, as it may be amended, modified or replaced from time to time.
- I. The Project was, or will be, completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivision having jurisdiction over the Project.

- J. The GRANTEE shall hold the SOCIETY and the State of Minnesota harmless from any loss, damage, or expense including reasonable attorneys' fees and other costs of defense, arising as the result of any claim, action, complaint, or discrimination proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.
- K. The GRANTEE agrees to record in the official real estate records maintained by the county recorder for the county or counties in which the property is located, a declaration or other appropriate instrument of state funds assistance in the form identified as Exhibit 1 in accordance with of the Order amending the Order of the Commissioner of Finance of the State of Minnesota dated July 30, 2012.
- L. Non-Discrimination. The GRANTEE agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.
- M. The GRANTEE agrees to post a sign in a prominent location while project work is in progress substantially incorporating the following acknowledgment: "This project has been financed in part with funds provided by the State of Minnesota through the Minnesota Historical Society's State Capital Grants in-Aid Program."
- N. The GRANTEE also agrees that any publicity releases, informational brochures, public reports, publications, and public information relating to approved projects must acknowledge assistance from the Minnesota Historical Society and the Minnesota Legislature in writing. Any written materials shall include the following paragraphs: "This project has been financed in part with funds provided by the State of Minnesota through the Minnesota Historical Society's State Capital Grants in-Aid Program."

III. PROJECT REVIEW

- 1. This project is subject to the Minnesota Historic Sites Act (MS 138.661-138.669) or Minnesota Field Archaeology Act (MS 138.31-138.42). Therefore, a 138 review by the Minnesota State Historic Society (MN SHPO) is required for state-funded rehabilitation and new construction grant projects to consider the project's potential effect on designated historic properties and known or suspected significant archaeological sites. MNHS will submit the project for review to MN SHPO on behalf of the Grantee. (The review will be tracked in Milestone/Condition1 report by MNHS staff).

Project work can begin after the MN SHPO has issued a letter to the MNHS Grants Office stating the historic property and/or archaeological site, as applicable, will not be adversely affected or a resolution to the adverse effect has been agreed to in writing.

IV. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- A. A formal notice and bidding process must be conducted for any services and materials necessary to complete the project of \$20,000 and over; an informal, competitively based process that is scoped out in writing and offered to a minimum of 3 bidders must be conducted for any services and materials necessary to complete the project between \$10,000 and \$19,999; an informal, competitively based process to soliciting a minimum of 3 verbal quotes must be conducted for any services and materials



necessary to complete the project between \$5,000 and \$9,99; or per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

V. PAYMENT SCHEDULE

- A. The total obligation of the SOCIETY for all compensation and reimbursements to the GRANTEE under this grant agreement will not exceed **\$17,000.00**.
- B. Request for Reimbursement. Once a Grant Agreement and a Letter of Agreement have been fully executed, the required declaration of state funds assistance initiated, and the MN SHPO has issued a letter to the MNHS Grants Office stating the historic property and/or archaeological site, as applicable, will not be adversely affected or a resolution to the adverse effect has been agreed to in writing, the GRANTEE will notify the SOCIETY with evidence that the portion of the project and its related expenditures for which payment is requested has been satisfactorily completed.

The SOCIETY will make a determination whether the expenditures are eligible for reimbursement under this Agreement, that the work is in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and verify the amount requested. Reimbursement requests should be submitted no more frequently than monthly.

- C. THE SOCIETY Response to Request. The SOCIETY shall review and respond to each reimbursement request within thirty (30) days. The response shall be either an approval of the request or an explanation of the basis for the disapproval and what must be done for approval to be granted. An approved disbursement request shall be paid within thirty (30) days of the date of the approval unless receipt of the funds from the State is unduly delayed without fault of the SOCIETY.
- D. Reimbursement. A total of 20% of the grant funds will be released as the final payment after work is complete and fiscal documentation, including documentation of the matching share, has been reviewed and accepted by the SOCIETY.

VI. FINANCIAL DOCUMENTATION AND FINAL REPORTING

- A. The GRANTEE will submit a completed final report including documentation for project expenditures, photographs, and finalized scope of work form or punchlist of the completed work on or before January 01, 2026. (Work on the grant must be concluded by December 01, 2025)
- B. The final report must be completed electronically in the SOCIETY's Grants Portal (<https://mnhs.fluxx.io>).
 - a. The financial documentation for grant costs to be uploaded with the final report shall include acceptable types of documentation such as: (1) copies of paid invoices/receipts, (2) copies of personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.
- C. Unexpended Funds. The Grantee must promptly return any unexpended funds that have not been accounted in the financial documentation to the SOCIETY at grant closeout.

VII. AUDIT

- A. The GRANTEE must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The GRANTEE must maintain records and accounts for this project on file for a minimum of six (6) years after approval of the Final Report.
- B. The GRANTEE agrees to maintain records to document any matching funds claimed as part of the project. The GRANTEE further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- C. The GRANTEE agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the SOCIETY, its designated representatives, or any applicable agency of the State of Minnesota.

VIII. AMENDMENTS AND CANCELLATION

A. Amendments

Any significant variations from proposed work, costs, and/or time frames described in this agreement which are experienced or anticipated during the course of the grant and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing through the SOCIETY's grants portal (<http://mnhs.fluxx.io>) or mailed to Grants Office, Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102.

The SOCIETY will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the grant may be submitted with the Financial Documentation; however, the GRANTEE understands that costs may be disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

B. Cancellation

The SOCIETY may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the GRANTEE has materially breached any term or condition of this agreement. GRANTEES will be given a 30-day notice. In lieu of cancellation, GRANTEES may be given proposed remedies to ensure successful completion.

In addition, both parties may mutually agree to cancel the agreement if they determine that the grant work will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the SOCIETY may withhold proceeds of the Grant; demand that the GRANTEE return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

1. The SOCIETY may refrain from disbursing the proceeds of the Grant.
2. The Commissioner of Minnesota Management and Budget, as a third party beneficiary of this Agreement, may demand that all of the proceeds of the Grant already disbursed to the GRANTEE be

returned to the Commissioner of Minnesota Management and Budget, and upon such demand the GRANTEE shall return such proceeds to the Commission of Minnesota Management and Budget.

3. Both the SOCETY and the Commissioner of Minnesota Management and Budget, as a third party beneficiary of this Agreement, may exert any additional remedies may have in law.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the grant period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

MINNESOTA HISTORICAL SOCIETY
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

CITY OF CANTON
106 NORTH MAIN ST, PO Box 92
CANTON, MINNESOTA 55922

Carolyn Veaser-Egbide (date)
Grants Manager

signature (authorized official)

Mary Green-Toussaint (date)
Contract Manager

(print name)

(print title) (date)



STATE CAPITAL PROGRAM

City of Canton

G-CAP-2401-28791 | \$ 17,000 | MN Historical and Cultural

Restoration of the 1879 Canton RR Depot

APPLICANT INFORMATION

Program Organization: City of Canton

Project Director: Greg Turner

Authorized Officer: Anne Koliha

Applicant County: Fillmore

Applicant Organization Type:

Governance/Board Members:

PROJECT INFORMATION

Partnership Program Title: Restoration of the 1879 Canton RR Depot

Brief Summary:

Restoration of the outside of the 1879 Canton Depot which would include wood skirting, gutters, downspouts and reconstruction of the passenger and freight platform which would include a handicap ramp.

MINNESOTA HISTORICAL SOCIETY
STATE CAPITAL PROJECTS GRANTS-IN-AID
Approved Grant Budget

Grantee: City of Canton
MNHS Grant #: 2401-28791
Program: Restoration of the 1879 Canton RR Depot

	Budget Item	Amount Requested	Grant Amount	Match
1.	Passenger/Freight Platform w/ handicap ramp	\$9,000.00	\$9,000.00	\$9,000.00
2.	Stairs	\$900.00	\$900.00	\$900.00
3.	Exterior Trim: wood skirting	\$2,100.00	\$2,100.00	\$2,100.00
4.	Gutters and Downspouts	\$3,000.00	\$3,000.00	\$3,000.00
5.	Contingency	\$2,000.00	\$2,000.00	\$2,000.00
6.				
7.				
8.				
9.				
10.				
11.				
12.				
	TOTAL		\$17,000.00	\$17,000.00

Scope of Work Form
MNHS Grants Office

FOR OFFICE USE ONLY
Grantee: city of Canton
Grant No.: 2401-28791
Attachment: c

PROPERTY NAME: **Canton Train Depot**
PROPERTY ADDRESS: **101 Prairie Ave, Canton MN 55922**

DATE: **1/24/2024**
NRHP LISTING NO.: **100002162**

ITEM NO: 1	FEATURE: Passenger/Freight Platform & Stairs	CONST. DATE: June 2025	FUNDING SOURCE(S): <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> OTHER	BUDGET ITEM NO.: 1 & 2
<p>DESCRIBE EXISTING FEATURE AND ITS CONDITION</p> <p>The platform currently does not exist at the site and the current stairs are temporary for access</p> <p>DESCRIBE WORK AND IMPACT ON EXISTING FEATURE</p> <p>Reconstruction of the passenger/freight platform on the north side of the building based on historic photographs and drawings. Addition of a handicap ramp incorporated into the platform for access along with some stairs/steps as necessary on either end of platform.</p> <p>PHOTOS: 1, 2, 5 DRAWING SHEET NO.: A3, A4, S1 ADD'L DOCUMENTATION:</p> <p>UPDATES AFTER PROJECT IS COMPLETED</p>				

ITEM NO: 2	FEATURE: Exterior wood skirting	CONST. DATE: August 2024	FUNDING SOURCE(S): <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> OTHER	BUDGET ITEM NO.: 3
<p>DESCRIBE EXISTING FEATURE AND ITS CONDITION</p> <p>The beveled 2x12 wood skirting protecting the beams around the perimeter is visibly deteriorated in a number of areas.</p> <p>DESCRIBE WORK AND IMPACT ON EXISTING FEATURE</p> <p>Install new beveled 2x12 wood skirting around the perimeter of the entire structure following photographs and drawings to keep it historic.</p> <p>PHOTOS: 1, 2, 3, 4, 6, 7 DRAWING SHEET NO.: A4 & A6 ADD'L DOCUMENTATION:</p> <p>UPDATES AFTER PROJECT IS COMPLETED</p>				

ITEM NO: 3	FEATURE: Gutters & Downspouts	CONST. DATE: August 2024	FUNDING SOURCE(S): <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> OTHER	BUDGET ITEM NO.: 4
<p>DESCRIBE EXISTING FEATURE AND ITS CONDITION</p> <p>Currently the depot building does not have any gutters or downspouts</p> <p>DESCRIBE WORK AND IMPACT ON EXISTING FEATURE</p> <p>Per historic drawings and photographs the depot originally had yankee gutter around entire roof so the plan would be to reconstruct the yankee gutter and downspouts.</p> <p>PHOTOS: 1, 2, 3, 4 DRAWING SHEET NO.: A5 ADD'L DOCUMENTATION:</p> <p>UPDATES AFTER PROJECT IS COMPLETED</p>				

MINNESOTA HISTORICAL SOCIETY
LETTER OF AGREEMENT GOVERNING USE OF HISTORIC SITE

This agreement is made on the 01 day of June 2024, by the City of Canton (hereinafter referred to as the GRANTEE), and in favor of the State of Minnesota acting through the Minnesota Historical Society's State Historic Preservation Office (hereafter referred to as the SOCIETY), for the purpose of preservation of a certain property known as the: Milwaukee Road Canton RR Depot hereinafter the Property.

The Milwaukee Road Canton RR Depot, listed on the National Register of Historic Places (NPS Reference Number (NRIS): 100002162), is comprised of grounds, collateral, appurtenances, and improvements and is located at 101 Prairie Ave, Canton, in Fillmore County.

In consideration of the sum of \$17,000.00 given to the GRANTEE through the State Capital Projects Grants-in-Aid through the SOCIETY from the State of Minnesota (MNHS Grant Number: 2401-28791), the GRANTEE hereby agrees to the following for a period of ten (10) years:

1. The GRANTEE agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the property eligible for listing on the National Register of Historic Places.
2. The GRANTEE agrees that no visual or structural alterations will be made to the property without prior written permission of the SOCIETY.
3. The GRANTEE agrees that the SOCIETY, its agents or designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

MINNESOTA HISTORICAL SOCIETY
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

CITY OF CANTON

Mary Green-Toussaint (date)
Contract Manager

signature (authorized official)

(print name)

(print title) (date)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Canton, Minnesota** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Canton WWTF Evaluation – Ability to Treat for New Effluent Limits**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

Lump Sum Fee of \$9,000, including expenses.

Executed this _____ day of June, 2024

City of Canton, Minnesota

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By: _____

Printed Name: William Angerman, P.E.

Title: C.O.O.

Exhibit A to Professional Services Agreement

A. Project Description

The project, as defined for this agreement, is to perform an evaluation of the existing Canton Wastewater Treatment Facility (WWTF). Specifically, this evaluation would assess the WWTF's ability to treat total nitrogen, chlorides and sulfates. These three parameters are expected to be part of the effluent limits with the WWTF's upcoming renewal of its National Pollutant Discharge Elimination System (NPDES) operating permit. Discussions with MPCA Staff have indicated that the City will need to decide how to address these effluent parameters at the WWTF and develop a plan for these parameters by the end of 2024.

The WWTF evaluation will include a review of existing treatment equipment and the WWTF's current capabilities of treating for total nitrogen, chlorides and/or sulfates. The evaluation will also include alternatives for modifying the existing treatment system and/or adding treatment equipment to meet the required effluent limits for total nitrogen, chlorides and/or sulfates. Other non-treatment alternatives will also be considered, including modifying the WWTF's outfall to eliminate the need for total nitrogen removal and/or pursuing a variance through the Minnesota Pollution Control Agency (MPCA) in lieu of treating for chlorides and/or sulfates.

The recommendations from this evaluation will be incorporated into a supplement to the City's existing Preliminary Engineering Report (PER) that was submitted to Rural Development in Spring 2022.

B. Scope of Services Provided Under This Agreement:

1. **Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. **Research of Existing Conditions**

- Review existing project information, including original construction plans and operation and maintenance manuals provided by the Client.
- Review historical data from City, including monthly operation reports, water quality sampling data, and maintenance logs.
- Discuss, with City staff, known deficiencies in the WWTF treatment equipment associated with biological treatment.

3. **Report Preparation**

- Prepare a supplement to the City's existing PER. The supplement will include the following:

- i. Summary of existing conditions and ability of the system to treat total nitrogen, chlorides and/or sulfates.
 - ii. Proposed alternatives for modifying existing treatment equipment and/or installing additional treatment equipment in order to treat for total nitrogen, chlorides and/or sulfates.
 - iii. Evaluation of other non-treatment alternatives, including modifying the WWTF's outfall and/or pursuing a variance through the Minnesota Pollution Control Agency (MPCA).
 - iv. Recommendations for addressing deficiencies identified above.
 - v. Anticipated schedule for performing recommended improvements.
 - vi. An Engineer's Opinion of Probable Construction Costs for recommended improvements.
- Present the report findings at a City Council meeting / workshop.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Special assessment assistance
5. Quality control testing and construction materials testing
6. Floodplain and hydraulic/hydrologic modeling
7. Water and/or sanitary sewer rate studies
8. Geotechnical design/recommendations
9. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
10. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09