

Canton City Council
June 10 – 6 PM
Regular Meeting Agenda

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda
4. Consent agenda
 - a) Approval of May 13, 2026 Public Hearing Minutes
 - b) Approval of May 13, 2026 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) Consider awarding bid for water tower restoration and improvements project
 - b) Consider approval of Professional Services Agreement with WHKS for the 2026 Lead Service Line Replacement project
 - c) Discussion regarding Mitson House property lot
8. New business
 - a) Discussion regarding property concerns at 200 N Ash St
 - b) Consider temporary closure of various streets for Canton Day Off
 - a. Veterans Drive for Thursday August 13-Sunday August 16 (Fest Tent)
 - b. Portions of Canton Ave (between Main St to Ash St) and Ash St (between Canton Ave and Minnesota Ave) for Friday August 14-Saturday August 15 (BBQ Event)
 - c. Main Street (between Canton Ave & Prairie Ave) for Saturday August 15 from 8AM-4PM (Pop-up Market)
 - d. Main Street (between Prairie Ave & Fillmore Ave) for Sunday August 16 from 9AM-2PM (Car Show)
 - c) Consider approval of Resolution 2026-11: Grant an off-site Gambling Permit to Canton American Legion Post 400
 - d) Consider approval of temporary liquor license application for the Canton Fire Relief Association for August 14-16, 2026
 - e) Consider appointment of new member to the Canton Fire Department (Mason Yoder)
9. Adjourn

Upcoming Dates: City Office Closed – Juneteenth

June 19

Regular City Council Meeting

July 8 @ 6 p.m.

Canton City Council Public Hearing Minutes
May 13, 2026

Members present: Kristy Ziegler, Jen Dowling, George Hafner, Jeremy Hanson, Jason Magnuson

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

Visitor(s) present: Sabine Hafner, Bailey Hanson (CCA), Jackie Ward (CCA), Cindy Shanks (CCA)

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

She stated the purpose of the public hearing was on vacating portions of an alley and street –

- (A) Stutzman/Post Office alley: alley platted North of Lot 109, Willford Addition, City of Canton, which is 20 feet wide, extending 120 feet East from Main Street to the alley between Main Street and N Ash Street
- (B) Portion of N Oak Street: North portion of N Oak Street platted between Lots 29-33 & Lots 34-38, Original Plat, City of Canton, which is 66 feet wide and extending 250 feet North from E Fillmore Avenue

Mayor Ziegler entertained public comments.

Public comments: no comments from the public

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

Canton City Council Regular Meeting Minutes May 13, 2026

Members present: Kristy Ziegler, George Hafner, Jason Magnuson, Jen Dowling, Jeremy Hanson
City staff present: Anne Koliha, Jon Nordsving, Barb Kerns, Jim Davis
Visitor(s) present: Sabine Hafner, Bailey Hanson (CCA), Jackie Ward (CCA), Cindy Shanks (CCA)

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

Clerk Koliha stated an addition to the agenda under old business – add item (c) to old business to consider authorization for advertisement of water tower project and to set bid letting date for June 9

Motion by Magnuson, seconded by Dowling to approve the agenda with addition of item (c) to old business, motion carried.

Consent Agenda

- a) Approval of April 8, 2026 Regular Meeting Minutes
- b) Approval of May Disbursements

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

Public comments: Sabine Hafner spoke regarding concerns that have been expressed to her by other citizens about all the unregistered vehicles at 200 N Ash St and also the large hole dug on the property next to the house.

Reports:

Mayor: Mayor Ziegler reported: I hope everyone had a wonderful Mother's Day weekend and was able to enjoy the beautiful weather. I am also looking forward to seeing the Avenue of Flags return soon. Reminder: Golf carts, side-by-sides, and similar vehicles may only be operated by licensed drivers. If you witness underage or unlicensed operation, please contact the non-emergency line to file a report with the Sheriffs Office. The street project remains in progress. At this time, there are no new updates to share, but additional information will be provided as it becomes available. Please continue to watch for future announcements.

Deputy Clerk: Deputy Clerk Kerns reported on wrapping up cleaning up files from the past SEMCAC home fix-up loans and making sure all paperwork has been recorded by the property owners.

Clerk: Clerk Koliha reported: Street & Utility improvement project: continued work on finishing up a couple of easements with mortgage companies – just received word from USDA-RD on approval to go out for bid for water tower project. Mitson House Lot: have a surveyor lined up to get lot surveyed should be completed this month. Canton Historical Society has received funds from a beneficiary and will be starting on restoration of the Train Depot. The 2025 financial audit and reporting to State has been completed and hard copies received and also posted to website.

Public Works: Nordsving reported: Fix another water leak in town – will be attending biosolids school in Mankato – MiEnergy reached out regarding getting electric power to the amish building site just north of town and connecting from pole out at sewer plant and going north to property line.

Fire Department: Davis reported on fixing of Tanker 1 truck – Clerk Koliha reported on applying for grant funds to hopefully help with purchase of new helmets.

Police: see written report

Planning Commission: Clerk Koliha reported on continued work on updates and revisions to the zoning ordinance and also stated inquires from public regarding building permits

Other: none

Old Business

- a) Consider approval of Resolution 2026-09: Vacating of Stutzman/Post Office alley
Motion by Dowling, seconded by Hanson to approve Resolution 2026-09: Vacating of Stutzman/Post Office alley; motion carried.
- b) Consider approval of Resolution 2026-10: Vacating portion of N Oak St
Motion by Magnuson, seconded by Dowling to approve Resolution 2026-10: Vacating portion of N Oak Street; motion carried.
- c) Consider authorization for advertisement of water tower project and to set bid letting date for June 9
Motion by Hafner, seconded by Hanson to authorize the advertisement of bids for the water tower project and to set bid letting date for June 9; motion carried.

New Business

- a) Consider requests from Canton Community Association for July 4th events
Committee members from Canton Community Association reviewed plans for events on July 3 & 4 – which include temporary closure of Main St for a parade, temporary closure of a block of E Canton Ave and use of the Town Hall. Discussion regarding traffic control, noise, and safety occurred. It was recommended that the Canton Community Association put out a notice to all citizens within the City informing them of the activities that will include flashing lights and music – they will put a flyer together to put in the next utility bill.
Motion by Magnuson, seconded by Hafner to approve the temporary closure of Main Street on July 3&4 for a midnight parade pending County approval of temporary closure, the temporary closure of E Canton Ave between Main St to alley behind ZZ Tap on July 3 at 3pm to 12:30am on July 4 and to utilize the Town Hall on Friday July 3 from 6pm-12am; motion carried.
- b) Consider reinvestment of Wilken Park CD
Clerk Koliha recommended to cash in a portion of the CD funds to put into the Park fund to purchase woodchips for the playground in the park and to reinvest the remaining in a CD for a 12 month term.
Motion by Dowling, seconded by Hanson to cash in \$2,000 to checking account in the Park Fund and reinvest the remaining \$8.000 plus interest to the Wilken Park CD at First Southeast Bank for 12 month term; motion carried.

Motion by Magnuson, seconded by Dowling to adjourn the meeting at 6:28 p.m.; motion carried.

June 2026 Disbursements

General Fund

Acentek	\$	223.17	Phone & Internet Services (City Hall/Town Hall)
Canon Financial*	\$	67.00	Copier monthly lease contract
MiEnergy	\$	79.09	Electric: City Hall
MiEnergy	\$	110.38	Electric: Town Hall
MiEnergy	\$	37.71	Electric: Bus Shed
MiEnergy	\$	531.51	Electric: Street Lights
MiEnergy	\$	66.35	Electric: Welcome Sign
MiEnergy	\$	46.67	Electric: Ball Field
MN Energy Resources*	\$	43.87	Gas: City Hall
MN Energy Resources*	\$	23.38	Gas: Maintenance Shop
MN Energy Resources*	\$	96.04	Gas: Town Hall
Nordsving, Jon	\$	50.00	Cell phone stipend
Tri-State Business Machines	\$	44.32	Copier monthly maintenance contract
Joel Thoreson Land Surveying	\$	1,600.00	survey Mitson Property lot
Jon Nordsving	\$	324.08	Reimbursement: Biosolids Training Annual subscription Microsoft 365 (3 seats) &
Wright Way Computers	\$	936.00	annual professional services
Preston Dairy & Farm	\$	85.00	chemical: round up
Fillmore County Auditor-Treasurer	\$	47,241.88	2026 Contracted Policing Services
Team Lab	\$	262.00	Terminator Weed Killer
Total General Fund Disbursements	\$	51,868.45	

Water Fund

Acentek	\$	40.59	Phone dialer system
Gopher State One Call	\$	12.15	Locates
MiEnergy	\$	615.31	Electric: Pump House
MN Dept of Health	\$	658.00	2nd Quarter Service Connections Fee
Nethercut Schieber Attorneys	\$	131.25	legal work for utility project
USA Bluebook	\$	185.71	curb box rod key
Fillmore County Journal	\$	366.26	water tower restoration bid notice
Total Water Disbursements	\$	2,009.27	

Sewer Fund

Acentek	\$	40.59	Phone: WWTF
MiEnergy	\$	596.98	Electric: WWTF
Utility Consultants	\$	604.41	Samples
Flow Measurement	\$	687.75	Certification & Testing
Nethercut Schieber Attorneys	\$	43.75	legal work utility project
Total Sewer Disbursements	\$	1,973.48	

Garbage Fund

Richard's Sanitation	\$	3,108.59	Monthly service charge
Total Garbage Disbursements	\$	3,108.59	

Fire Department

Acentek	\$	64.95	Internet services
MiEnergy	\$	85.90	Electric: Fire Hall
MiEnergy	\$	38.35	Electric: Cooler
MN Energy Resources	\$	39.69	Gas: Fire Hall
Total Fire Department Disbursements	\$	228.89	

Streets Project (Water & WWTF Systems)

WHKS	\$	71,900.00	Engineering (April 2026)
Total Streets Project Disbursements	\$	71,900.00	

Total Monthly Disbursements **\$ 131,088.68** *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 1st, 2026
To: Canton City Council
From: Tim Melver, Deputy Sheriff
John DeGeorge, Fillmore County Sheriff
Re: May 2026 Monthly Council Report

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2026-05-01	Juvenile Complaint	1ST ST
2026-05-04	Welfare Check	Ash St
2026-05-06	Civil	MAIN ST
2026-05-07	Mental Health	OAK ST
2026-05-10	911 Hang Up	HUDSON AVE
2026-05-11	Civil	N ASH ST
2026-05-11	Civil	1st St
2026-05-11	Civil	1st St
2026-05-13	Traffic	HWY 52
2026-05-14	Illegal Dumping	PRAIRIE AVE
2026-05-16	Funeral Escort	MAIN ST
2026-05-16	Welfare Check	HIGHWAY 52
2026-05-19	Traffic	HWY 52
2026-05-21	MAARC	Fillmore Ave
2026-05-21	Intoxicated Person	FILLMORE AVE
2026-05-25	Traffic	HIGHWAY 52
2026-05-25	Harassment	IDA ST



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2026-05-27	Criminal Damage to Property	MAIN ST
2026-05-27	Harassment	N IDA ST
2026-05-27	Civil	HUDSON AVE
2026-05-31	911 Hang Up	W CANTON AVE

Canton Water Tower Restoration and Improvements (#10211444)

Owner: City of Canton

Solicitor: WHKS & Company

06/09/2026 02:00 PM CDT

WHKS No. 10208

Item Code	Item Description	Unit of Measure	Tankez Coatings, Inc.		O&J Coatings INC		TMI Coatings, LLC		Tankso Inc.	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Alternate A	Water Tower Painting and Misc. Items - See Advertisement for Bids	LS	\$390,000.00	\$390,000.00	\$470,000.00	\$470,000.00	\$474,700.00	\$474,700.00	\$525,000.00	\$525,000.00
1	Alternate A Total			\$390,000.00		\$470,000.00	\$474,700.00			\$525,000.00
Alternate B										
2	Water Tower Painting and Misc. Items - See Advertisement for Bids	LS	\$450,000.00	\$450,000.00	\$490,000.00	\$490,000.00	\$498,000.00	\$498,000.00	\$485,000.00	\$485,000.00
	Alternate B			\$450,000.00		\$490,000.00	\$498,000.00			\$485,000.00
Item Code	Item Description	Unit of Measure	Classic Protective Coatings		Viking Industrial Painting		BRZ Coatings Inc		Maguire	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Alternate A	Water Tower Painting and Misc. Items - See Advertisement for Bids	LS	\$582,600.00	\$582,600.00	\$615,950.00	\$615,900.00	N/A	N/A	N/A	N/A
1	Alternate A Total			\$582,600.00		\$615,950.00	\$615,950.00			
Alternate B										
2	Water Tower Painting and Misc. Items - See Advertisement for Bids	LS	\$633,100.00	\$633,100.00	\$630,150.00	\$630,150.00	\$450,000.00	\$450,000.00	\$592,000.00	\$592,000.00
	Alternate B			\$633,100.00		\$630,150.00	\$450,000.00			\$592,000.00
										592000



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Canton, MN** 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 **2026 Lead Service Line Replacement**.

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:

Design, bid, and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1-3 (Design / Project Implementation) - Lump Sum Fee of \$40,000 including Expenses.

Items 4-5 (Construction) - Billed Hourly with an Estimated Fee of \$80,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.

Executed this _____ day of _____, 2026

City of Canton, MN

WHKS & co.

By: _____

By: _____

Printed Name: _____

Printed Name: William Angerman, P.E.

Title: _____

Title: Exec. Vice President, COO

Exhibit A to Professional Services Agreement

A. Project Description:

In January this year, the City was awarded \$1,000,000 by the Minnesota Public Facilities Authority (MPFA). This money will be used to replace approximately 40 Lead and Galvanized water services. Water service lines ownership is split between the City and property owner. The funding will be a grant for the private side and a 0% interest loan that will be repaid by a grant for the public side.

The project consists of the preparation of plans and specifications, and construction services to replace Lead and Galvanized water services. This is a continuation of the work to identify lead water service lines that started in 2024.

After the project is bid, the City will enter into an agreement with the MPFA to finalize the funding amount. Once this agreement is in place the city can submit for reimbursement.

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.
- Attend two (2) meetings for the project.

2. **Research of Existing Conditions**

- Collect, obtain and review relevant information from the Client.

3. **Preliminary and Final Design**

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project.
- Prepare forms of advertisement for bids – use for Minnesota, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish two (2) original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.

- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
- Prepare and submit applicable construction permit application package to the County and MnDOT for work in their Right of Ways.

4. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction staking.
- Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
- Provide construction updates to the Client.

5. Construction Observation

- Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 500 hours of observation and travel time.

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. Easement research, plats or descriptions
2. Negotiation for easements or land acquisition
3. Quality control testing and construction materials testing
4. Geotechnical design/recommendations
5. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
6. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services



**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

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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



City of Canton

106 N. Main St. • P.O. Box 92
Canton, MN 55922
CantonMN.com (507) 743-5000

Mitson Property Lot

A Certificate of Survey has been completed on the City property of the old Mitson House – see enclosed survey

Discussion of next steps with property:

- *Keep property for some city use
- *Sell property

If choose to sell property:

- *Sell on own by putting out sign and advertising
- *Use a realtor
- *Sealed bids

If selling need to have an idea of a price to sell for or willing to accept for property

CERTIFICATE OF SURVEY

ORIGINAL TOWN PLAT, CITY OF CANTON, MINNESOTA

LEGEND
 ● Found monument as noted
 ○ Set 1/2" pipe with cap no. 42638

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

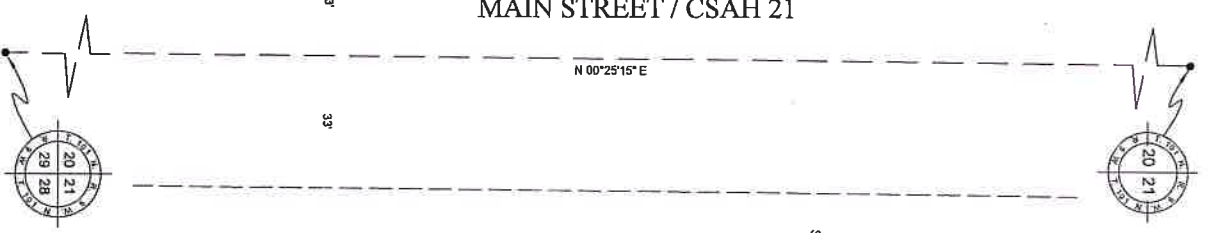
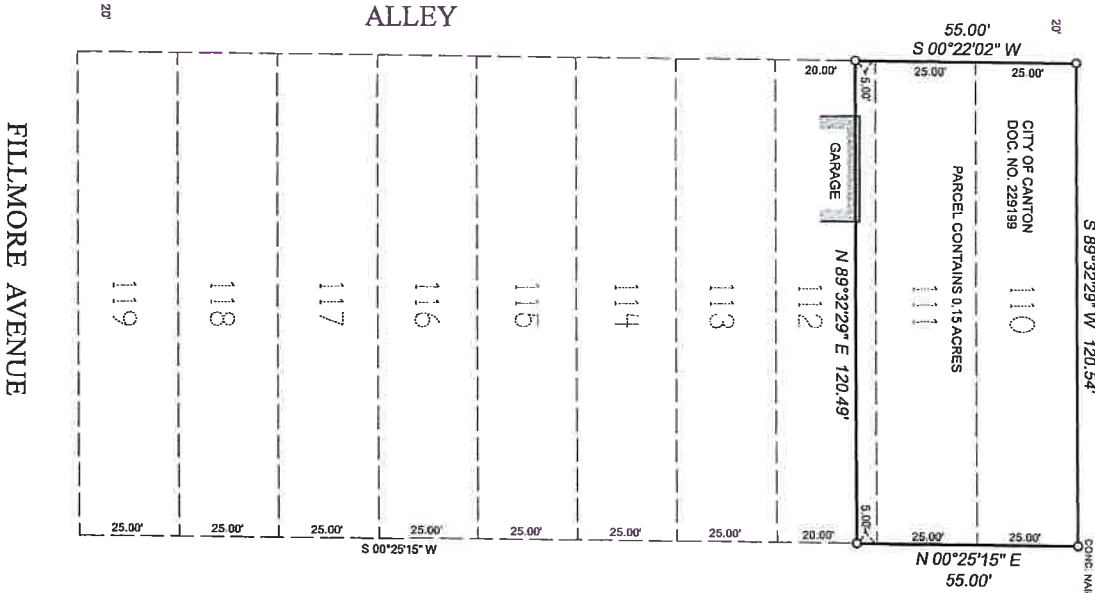
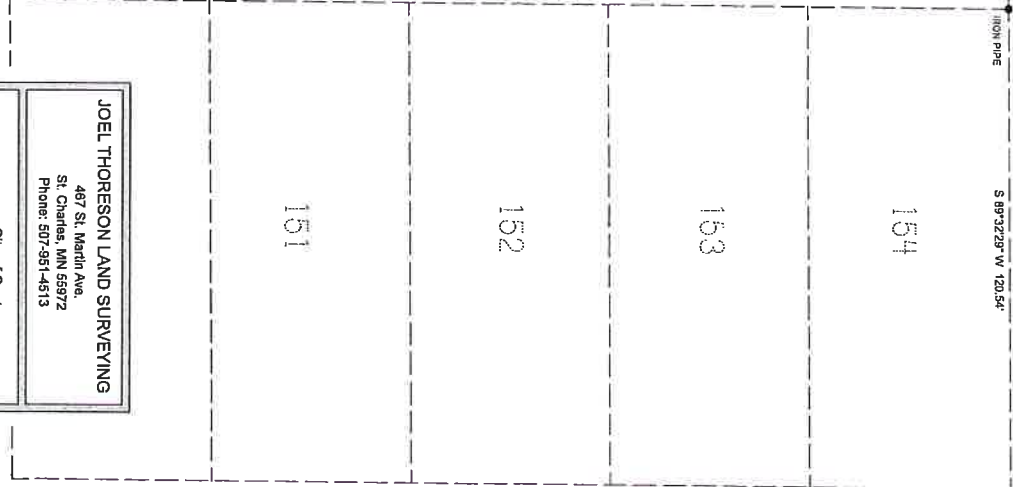
Joel S. Thoreson
 Date 5/21/26
 License No. 42638

FIRST STREET (IDA STREET) 66'

LEGAL DESCRIPTION - DOC. NO. 229199
 Lots 110, 111 and the North 5 feet of Lot 112 in the Village of Canton, Minnesota.

JOEL THORESON LAND SURVEYING
 487 St. Martin Ave.
 St. Charles, MN 55972
 Phone: 507-951-4513

Survey For: City of Canton
 Date of Survey: May 19, 2026
 File No.: 26-036



SCALE: 1"=30 FEET

City of Canton



Canton Day Off August 14-16, 2026

- a) Veterans Drive: Thurs Aug 13- Sun Aug 16 - Fest tent
- b) Canton Ave / Ash St: Friday Aug 14- Sat Aug 15 - BBQ Event
- c) Main St: Saturday Aug 15 8am-4pm - Pop-up Market
- d) Main St: Sunday Aug 16 9am-2pm - Car Show

City of Canton

Resolution #2026-11

RESOLUTION TO GRANT AN OFF-SITE GAMBLING PERMIT TO CANTON AMERICAN LEGION POST 400

WHEREAS, Canton American Legion Post 400 has requested city council approval to conduct off-site gambling within City of Canton in calendar year 2026; and

WHEREAS, it has been demonstrated that Canton American Legion Post 400 will collect gambling monies for lawful purposes and adhere to all rules set forth by the Minnesota Gambling Control Board;

NOW, THEREFORE BE IT RESOLVED that the City Council of Canton, Minnesota, does hereby approve Canton American Legion Post 400 to conduct off-site gambling at Canton Day Off Festival Tent located on Veterans Drive, Canton, Minnesota 55922.

Passed and adopted by the Canton City Council this 10th day of June 2026.

Kristy Ziegler, Mayor

ATTEST:

Anne Koliha, City Clerk



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 Canton Fire Department Relief Association		Date of organization August 1950	Tax exempt number 41-6048870
Organization Address (No PO Boxes) 105 S Main St	City Canton	State MN	Zip Code 55922
Name of person making application Kyle Ryan		Business phone	Home phone 563419-2497
Date(s) of event August 14-16, 2026	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name Matt Snyder	City Canton	State MN	Zip Code 55922
Organization officer's name Jeremy Hanson	City Canton	State MN	Zip Code 55922
Organization officer's name	City	State MN	Zip Code

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 at 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.
 Lloyds Syndicate 2623: Bodily Injury \$1,000,000; Property Damage \$1,000,000; Personal Injury \$1,000,000; Products/Completed Operatnos Aggregate \$2,000,000; General Aggregate \$2,000,000

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

City of Canton	Date Approved
City or County approving the license	August 14 - 16, 2026
\$0	Permit Date
Fee Amount	clerk@cantonmn.com
Event in conjunction with a community festival <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
311	
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