Canton City Council
November 10 – 6 PM
Regular Meeting Agenda

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda
4. Consent agenda
    a) Approval of October 14, 2026 Public Hearing Minutes
    b) Approval of October 14, 2026 Regular Meeting Minutes
    c) Approval of November Disbursements
5. Public comments
6. Reports
    a) Mayor
    b) Clerk & Deputy Clerk
    c) Public Works
    d) Fire Department
    e) Police
    f) Planning Commission
    g) Canton Legion
        i. Additional electrical power at Fireman's Pavilion
        ii. Concession stand at Ballfield
    h) Other

7. Old business
    a) 2027 Preliminary Budget Review
    b) Consider approval of 3% COLA
    c) Consider approval of Construction Contract Agreement with A-1 Excavating LLC (street/utility project)
    d) Consider approval of Amendment to Engineering Agreement with WHKS (street/utility project)
    e) Consider approval of American Engineering Proposal (street/utility project)

8. New business
    a) Consider approval of Resolution 2026-22: Certify Unpaid Utility Charges
    b) Review of Schedule of Fees and Charges for 2027
    c) Consider approval of Resolution 2026-23: Certify Results of the 2026 General Election
    d) Review of complaint received regarding a property
    e) Consider investment of $30,000 from Fire Department Fund into a CD
    f) Consider approval of $3,000 donation from Canton Fire Relief Association
    g) Consider approval of $3,000contribution to PERA SVF on behalf of Canton Fire Department
    h) Consider approval of Contract with City of Fountain for clerical services
    i) Consider approval of building permit application for Matt & Linda Snyder
    j) Consider approval of investment of $5,000 Historical Society Loan repayment funds into a CD designated as Bike Trail Funds

9. Adjourn

Upcoming Dates:

City Office Closed – Thanksgiving	November 26-27
Regular City Council Meeting	December 9

Canton City Council Public Hearing Minutes
October 14, 2026

Members present: Kristy Ziegler, Jen Dowling, George Hafner, Jeremy Hanson, Jason Magnuson
City staff present: Anne Koliha, Barb Kerns, Jon Nordsving
Visitor(s) present: Sabine Hafner, Stuart Fishbaugher, LaVonne McCarthy, Betty Masters, Carol Ernst, Craig Fishel, Diane Fishel, Kevin Graves (WHKS)

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

She stated the purpose of the public hearing was to consider land use variance request from Craig & Diane Fishel located at 205 W Fillmore Ave for a reduction in the setback distance.

Mayor Ziegler entertained public comments.

Public comments:

Carl Ernst made comment saying it's a little late to ask for a variance after construction.

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

Canton City Council Regular Meeting Minutes
October 14, 2026

Members present: Kristy Ziegler, George Hafner, Jen Dowling, Jeremy Hanson, Jason Magnuson
City staff present: Anne Koliha, Jon Nordsving, Barb Kerns
Visitor(s) present: Sabine Hafner, Stuart Fishbaugher, Carl Fishel, Diane Fishel, Carl Ernst, Betty Masters, LaVonne McCarthy, Kevin Graves (WHKS)

Mayor Ziegler called the regular meeting to order at 6:02 p.m.

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

Consent Agenda

a) Approval of September 9, 2026 Regular Meeting Minutes
b) Approval of October Disbursements
c) Approval of ZZ Tap liquor license renewal application

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

Public comments: none

Reports:

Mayor: Mayor Ziegler reported: The water tower portion of our streets project is nearing completion. Have you noticed the new color? The tower is called rainy day gray and the cap has old glory blue. I think it suits Canton well. Bids are out for the next phase of the project. We're hoping the weather cooperates so we can get some work done yet this year. There is a lot happening behind the scenes with this project. October is Fire Prevention Month, and I want to take a minute to thank our volunteer firefighters for the time and training they put in to keep our community safe. As we head into heating season take a few minutes to check your smoke and carbon monoxide detectors, check your heating equipment, and make sure your family knows what to do in case of a fire.
Deputy Clerk: Deputy Clerk Kerns reported: none
Clerk: Clerk Koliha reported: Street & Utility Project is still awaiting concurrence from Rural Development on the awarding of bid to contractor; Water Tower Restoration project had a progress/substantial completion meeting and reviewed paperwork for a change order and pay request; Lead Service Line Replacement Project been working on financing paperwork; Fillmore County had some refurbished AED units available and we will be receiving one once they have replaced the batteries and pads; Informed Council of the potential of providing clerical services to the City of Fountain with their clerk retiring and will be working out an agreement for services.
Public Works: Nordsving reported: Tankez has completed their portion of the water tower project and now just waiting on another company to come to get the mixer online; Received the results of the lead & copper monitoring sampling that was completed and letter will be sent to those households that took samples; Prep work on the sludge tank for spreading of sludge waste this fall – made note to Council that need to start looking at upgrading the tank in the next few years.
Fire Department: Nordsving reported had a corn field fire otherwise been quite.
Police: see written report
Planning Commission: none
Other: none

Old Business

a) Consider approval of State of Minnesota Lead Service Line Replacement Program Master Loan (Bond Purchase) and/or Grant Agreement
Motion by Hafner, seconded by Dowling to approve the State of Minnesota Lead Service Line Replacement Program Master Loan (Bond Purchase) and/or Grant Agreement; motion carried.

b) Consider Resolution 2026-20: Authorizing the Issuance and Sale of a $383,387 Taxable Grant Anticipation Revenue Note Series 2026C and Providing for its payment
Motion by Dowling, seconded by Magnuson to approve Resolution 2026-20: Authorizing the Issuance and Sale of a $383,387 Taxable Grant Anticipation Revenue Note Series 2026C and Providing for it payment; motion carried.

c) Consider approval of Change Order #1 Water Tower Restoration and Improvements
Kevin Graves from WHKS reviewed the items included in the Change Order #1 for the Water Tower Restoration and Improvements project
Motion by Magnuson, seconded by Dowling to approve Change Order #1 for the Water Tower Restoration and Improvements contingent upon Rural Development concurrence; motion carried.

d) Consider approval of Pay Request #1 Water Tower Restoration and Improvements ($332,500 to Tankez Coating)
Kevin Graves of WHKS reviewed the items being paid in the Pay Request #1.
Motion by Dowling, seconded by Hanson to approve Pay Request #1 for the Water Tower Restoration and Improvements in the amount of $332,500 to Tankez Coating; motion carried.

New Business

a) Consider approval of Resolution 2026-21: Benefit level increase in the Statewide Volunteer Firefighter (SVF) Plan
Motion by George, seconded by Dowling to approve Resolution 2026-21: Benefit level increase in the Statewide Volunteer Firefighter (SVF) Plan; motion carried with Council member Hanson & Magnuson abstaining.

b) Consider temporary closure of Canton Ave between Main St. and Ash St. from Saturday December 12 at 8 AM till Sunday December 13 at Noon for Santa Days Canton Crawl
Motion by Hafner, seconded by Hanson to approve the temporary closure of one block of Canton Ave between Main St and Ash St from Saturday December 12 at 8 AM till Sunday December 13 at Noon for Santa Days Canton Crawl; motion carried.

c) Consider temporary closure of Main Street on December 12 for Santa Day Lighted Parade
Motion by Dowling, seconded by Hafner to approve the temporary closure of Main St on December 12 for Santa Day Lighted Parade; motion carried.

d) Consider approval of land use variance request for Craig & Diane Fishel
Motion by Hafner, seconded by Dowling to approve the land use variance request for Craig & Diane Fishel; motion carried.

e) Consider temporary closure of Canton Ave between Main St and Ash St from 12pm-5pm on Saturday October 17 for UTV ride
Clerk Koliha explained that this request was made as an alternative pending weather – with good weather forecasted will probably not be needed and really only need to have from Main St to alley as to leave rest of block open and available due to Town Hall being rented out on Saturday

Motion by Hafner, seconded by Magnuson to approve the temporary closure of the half block of Canton Ave between Main St and the alley; motion carried.

f) Consider approval of Promissory Note Second Extension Agreement with the Canton Historical Society

Motion by Hafner, seconded by Dowling to call payment from Canton Historical Society of the Promissory Note of $5,000 to be paid in full by the end of October; motion carried.

Motion by Magnuson, seconded by Dowling to adjourn the meeting at 6:33 p.m.; motion carried.

November 2026 Disbursements

General Fund			
Acentek	$	139.21	Phone & Internet Services (City Hall/Town Hall)
Canon Financial*	$	67.00	Copier monthly lease contract
MiEnergy	$	73.78	Electric: City Hall
MiEnergy	$	83.82	Electric: Town Hall
MiEnergy	$	37.80	Electric: Bus Shed
MiEnergy	$	531.51	Electric: Street Lights
MiEnergy	$	66.19	Electric: Welcome Sign
MiEnergy	$	44.20	Electric: Ball Field
MN Energy Resources*	$	34.36	Gas: City Hall
MN Energy Resources*	$	19.33	Gas: Maintenance Shop
MN Energy Resources*	$	74.33	Gas: Town Hall
Nordsving, Jon	$	50.00	Cell phone stipend
Tri-State Business Machines	$	33.00	Copier monthly contract
Carolina Hershberger	$	209.00	City Hall cleaning (Sept & Oct)
Harmony Mercantile	$	99.99	bathroom faucet for city hall
Village Farm & Home	$	41.97	supplies
Bruening Rock Products	$	251.03	road rock
Total General Fund Disbursements	**$**	**1,856.52**	
Water Fund			
Acentek	$	12.71	Phone dialer system
Gopher State One Call	$	12.15	Locates
MiEnergy	$	577.81	Electric: Pump House
Kamstrup Water Metering LLC	$	1,303.60	Annual Hosting Subscription
McDonald Supply	$	475.03	supplies: curb stop, curb box, curb rod
WHKS	$	4,000.00	2026 LSLR Engineering September 2026
Village Farm & Home	$	11.97	supplies
Total Water Disbursements	**$**	**6,393.27**	
Sewer Fund			
Acentek	$	59.09	Phone: WWTF
MiEnergy	$	745.60	Electric: WWTF
Utility Consultants	$	1,824.40	Samples
Dakota Supply Group		360.16	C Level for lift station by Cty/Township Shops
Total Sewer Disbursements	**$**	**2,989.25**	
Garbage Fund			
Richard's Sanitation	$	3,293.81	Monthly service charge
Total Garbage Disbursements	**$**	**3,293.81**	
Fire Department			
Acentek	$	36.43	Interenet services
MiEnergy	$	84.91	Electric: Fire Hall
MiEnergy	$	81.52	Electric: Cooler
MN Energy Resources	$	17.00	Gas: Fire Hall
Active 911*	$	333.00	Annual subscription for altering system
Bronson Mobile Repair	$	4,709.93	Repairs Tanker Truck: Mack #433
Bronson Mobile Repair	$	2,984.81	Repairs Tanker Truck: Mack #432
Fire Safety USA	$	1,064.75	fire hoses
Total Fire Department Disbursements	**$**	**9,312.35**	
Streets Project (Water & WWTF Systems)			
WHKS	$	10,686.48	Engineering (September 2026)
Total Streets Project Disbursments	**$**	**10,686.48**	
Total Monthly Disbursements	**$**	**34,531.68**	*EFT Payments

FILLMORE COUNTY SHERIFF

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: November 1st, 2026

To: Canton City Council

From: Tim Melver, Deputy Sheriff
John DeGeorge, Fillmore County Sheriff

Re: October 2026 Monthly Council Report

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2026-10-06	Custody Dispute	3RD ST
2026-10-11	Animal Complaint	HWY 52
2026-10-13	Driving Complaint	HWY 52
2026-10-16	Driving Complaint	FILLMORE AVE
2026-10-16	Juvenile Complaint	2ND ST
2026-10-20	Civil	3rd St
2026-10-23	Traffic	HIGHWAY 52

GENERAL FUND

EXPENDITURES	2026 Budget	2026 YTD (Jan-October)	2027 Budget	Budget Change	
Wages: Admin Staff	$ 44,500.00	$ 38,559.90	$ 47,000.00	$ 2,500.00	
Wages: Maintenance Staff	$ 61,600.00	$ 49,627.03	$ 65,000.00	$ 3,400.00	*COLA 3% + step increases
Council Wages	$ 4,300.00	$ -	$ 4,300.00	$ -	
PERA	$ 7,000.00	$ 6,341.60	$ 7,400.00	$ 400.00	
FICA	$ 7,400.00	$ 6,755.08	$ 7,800.00	$ 400.00	
MN Paid Leave	$ 950.00	$ 554.23	$ 800.00	$ (150.00)	
Insurance	$ 14,000.00	$ 12,522.00	$ 13,800.00	$ (200.00)	
Office Supplies	$ 3,000.00	$ 2,683.74	$ 3,000.00	$ -	
Operating Supplies	$ 8,300.00	$ 10,679.14	$ 8,300.00	$ -	
Repair/Maint: Buildings	$ 4,547.00	$ 4,169.17	$ 5,000.00	$ 453.00	
Repair/Maint: Streets	$ 3,000.00	$ 4,648.72	$ 3,000.00	$ -	
Street Maint Materials	$ 5,000.00	$ 3,385.78	$ 3,000.00	$ (2,000.00)	gravel for alleys
Equipment (sm tools/machinery)	$ 6,368.00	$ 163.46	$ 6,300.00	$ (68.00)	
Professional Services	$ 18,000.00	$ 28,396.40	$ 18,000.00	$ -	
Communications	$ 4,200.00	$ 3,313.96	$ 4,200.00	$ -	
Transportation/Travel	$ 200.00		$ 200.00	$ -	
Miscellaneous	$ 500.00	$ 394.50	$ 500.00	$ -	
Donations	$ 200.00	$ 100.00	$ 200.00	$ -	
Awards &Recognition	$ 300.00		$ 200.00	$ (100.00)	
Summer Rec	$ 3,220.00	$ 3,220.00	$ 3,220.00	$ -	
City Fire Protection	$ 7,440.00	$ 7,440.00	$ 7,440.00	$ -	
Ambulance	$ 4,150.00	$ 4,030.00	$ 4,150.00	$ -	
Police Department	$ 47,242.00	$ 47,241.88	$ 48,660.00	$ 1,418.00	
Electric Utilities	$ 9,600.00	$ 8,910.99	$ 10,000.00	$ 400.00	
Gas Utilities	$ 5,000.00	$ 4,214.41	$ 6,000.00	$ 1,000.00	
Streets Project Loan	$ 55,000.00	$ -	$ 60,000.00		$67030 total potential annual payment
TOTAL EXPENDITURES	**$ 325,017.00**	**$ 247,351.99**	**$ 337,470.00**		
REVENUE	**2026 Budget**	**2026 YTD (Jan-October)**	**2027 Budget**	**Budget Change**	
Property Taxes	$ 202,799.00	$ 118,103.53	$ 214,967.00	$ 12,168.00	6% Tax Levy
Delinquent Taxes		$ 8,371.95			
Local Government Aid	$ 105,508.00	$ 57,320.94	$ 105,782.00	$ 274.00	
Other Aid	$ 12,410.00	$ 8,609.87	$ 12,410.00	$ -	
Fines/Forefeits	$ 300.00	$ 259.96	$ 300.00	$ -	
Licenses/Permit	$ 800.00	$ 1,260.55	$ 800.00	$ -	
Rentals	$ 1,200.00	$ 3,050.00	$ 1,200.00	$ -	
Reimbursements	$ 1,000.00	$ 1,763.55	$ 1,000.00	$ -	
Miscellaneous	$ -	$ 6,444.22		$ -	
Interest Earnings	$ 1,000.00	$ 1,417.92	$ 1,000.00	$ -	
TOTAL REVENUES	**$ 325,017.00**	**$ 206,602.49**	**$ 337,459.00**		
GAIN/(LOSS)			**$ (11.00)**		

SEWER FUND BUDGET

OPERATING EXPENDITURES	2026 Budget	2026 YTD (Jan-October)	2027 Budget	Budget Change	
Wages: Admin	$ 14,200.00	$ 12,352.46	$ 15,050.00	$ 850.00	COLA 3%
Wages: Maintenance	$ 21,200.00	$ 19,047.59	$ 22,400.00	$ 1,200.00	COLA 3%
PERA	$ 2,100.00	$ 1,810.14	$ 2,200.00	$ 100.00	
FICA	$ 2,750.00	$ 2,405.05	$ 2,900.00	$ 150.00	
MN Paid Leave	$ 325.00	$ 198.70	$ 250.00	$ (75.00)	
Office Supplies	$ 1,200.00	$ 550.72	$ 1,200.00	$ -	
Operating Supplies	$ 13,200.00	$ 10,862.83	$ 14,000.00	$ 800.00	samples, equipment
Repair/Maint.	$ 16,000.00	$ 1,537.55	$ 16,000.00	$ -	shed and shelving $12000-15000??
Legal/Professional Fees	$ -	$ 8,293.10		$ -	
Communications	$ 525.00	$ 903.97	$ 1,500.00	$ 975.00	telephone - need to add in interent
Insurance (Property)	$ 7,000.00	$ 5,031.00	$ 6,000.00	$ (1,000.00)	
Miscellaneous	$ 500.00	$ 520.08	$ 600.00	$ 100.00	dues, subscriptions, training
Electric Utilities	$ 12,800.00	$ 10,767.95	$ 13,000.00	$ 200.00	
TOTAL OPERATING EXPENDITURES	**$ 91,800.00**	**$ 74,281.14**	**$ 95,100.00**		
NON-OPERATING EXPENDITURES					
Debt Service Bond Prinicipal	$ 13,000.00	$ -	$ 13,000.00	$ -	Sewer Note till 2045
Debt Service Bond Interest	$ 6,622.00		$ 6,336.00	$ (286.00)	Loan @ First SE Bank
TOTAL NON-OPERATING EXPENDITURES	**$ 19,622.00**	**$ -**	**$ 19,336.00**		
USDA RD LOAN (streets project)	**$ 34,168.00**	**$ 35,663.87**	**$ 42,900.00**	$ 30,915.00	minimum payment for temp bond
					estimated annual payment ($56,875)
TOTAL EXPENDITURES	**$ 145,590.00**	**$ 109,945.01**	**$ 157,336.00**		
OPERATING REVENUE					
Sewer Sales	$ 115,092.00	$ 99,504.83	$ 117,156.00	$ 2,064.00	$43 base, $7/1000 (166 meters)
Sewer Penalties		$ 880.51	$ 500.00		
Miscellaneous		$ 52,910.43			*Look to raise per thousand by $2
TOTAL OPERATING REVENUE	**$ 115,092.00**	**$ 153,295.77**	**$ 117,656.00**		43/9 = 126156
NON-OPERATING REVENUE					
CD Redemption		$ 30,498.32	$ 39,714.00	maturity 12/19/2026	
TOTAL NON-OPERATING REVENUE		**$ 30,498.32**	**$ 39,714.00**		
TOTAL REVENUES			**$ 157,370.00**		
TOTAL REVENUE			**$ 157,370.00**		
TOTAL EXPENDITURES			**$ 157,336.00**		
GAIN/(LOSS)			**$ 34.00**		

WATER FUND

OPERATING EXPENDITURES	2026 Budget	2026 YTD(Jan-October)	2027 Budget	Budget Change	
Wages: Admin	$ 14,200.00	$ 12,352.54	$ 15,100.00	$ 900.00	COLA 3%
Wages: Maintenance	$ 21,200.00	$ 19,048.00	$ 22,400.00	$ 1,200.00	COLA 3%
PERA	$ 2,050.00	$ 1,810.23	$ 2,200.00	$ 150.00	
FICA	$ 2,800.00	$ 2,405.27	$ 2,900.00	$ 100.00	
MN Paid Leave	$ 325.00	$ 198.37	$ 250.00		
Office Supplies	$ 2,000.00	$ 549.14	$ 2,000.00	$ -	
Operating Supplies	$ 7,000.00	$ 2,799.76	$ 8,000.00	$ 1,000.00	water samples, gopher one locates, serv
Repair/Maint.	$ 20,000.00	$ 8,982.77	$ 20,000.00	$ -	
Communications	$ 2,000.00	$ 1,428.40	$ 2,000.00	$ -	telephone, postage
Insurance (Property)	$ 2,700.00	$ 1,683.00	$ 2,500.00	$ (200.00)	
Miscellaneous	$ 1,000.00		$ 1,000.00	$ -	
Electric Utilities	$ 8,000.00	$ 8,959.94	$ 8,000.00	$ -	
Legal/Professional Fees	$ -	$ 9,945.60		$ -	
Engineering Fees	$ -	$ 36,000.00		$ -	
Capital Outlay	$ -	$ 120,000.00		$ -	
TOTAL EXPENDITURES	**$ 83,275.00**	**$ 226,163.02**	**$ 86,350.00**		
NON-OPERATING EXPENDITURES					
USDA RD LOAN (streets project)	**$ 90,000.00**	**$ 35,663.88**	**$ 90,000.00**	$ 30,915.00	min. current payment for temp bond on e
					estimated annual payment ($89062)
TOTAL EXPENDITURES	**$ 173,275.00**	**$ 261,826.90**	**$ 176,350.00**		
OPERATING REVENUE					
Water Sales	$ 113,832.00	$ 96,577.19	$ 115,236.00	$ 1,404.00	$39 base/$6 per thousand (177 meters)
Water Penalties	$ 500.00	$ 847.13	$ 500.00		
Miscellaneous		$ 55,676.71			
TOTAL OPERATING REVENUE	**$ 113,832.00**	**$ 153,101.03**	**$ 115,736.00**		
NON-OPERATING REVENUE					
CD Redemption		$ 125,000.00	$ 127,741.00	maturity August 2026	
TOTAL NON-OPERATING REVENUE		**$ 125,000.00**	**$ 127,741.00**		
TOTAL REVENUES	$ 113,832.00	**$ 278,101.03**	**$ 243,477.00**		
TOTAL REVENUE			**$ 243,477.00**		
TOTAL EXPENSES			**$ 176,350.00**		
GAIN/(LOSS)			**$ 67,127.00**		

FIRE DEPARTMENT

EXPENDITURES	2026 Budget	2026 YTD (Jan-August)	2027 Budget	Budget Changes	
Wages	$ 6,000.00	$ -	$ 6,000.00	$ -	
FICA	$ 459.00		$ 459.00		
MN Pd Leave	$ 53.00		$ 53.00		
PERA	$ 3,000.00	$ -	$ 3,000.00	$ -	
Training	$ 3,000.00	$ 1,696.00	$ 3,000.00	$ -	
Insurance	$ 6,600.00	$ 5,284.00	$ 6,000.00	$ (600.00)	
Equipment/Repairs	$ 15,600.00	$ 662.82	$ 25,000.00	$ 9,400.00	
Supplies/PPE	$ 4,468.00	$ 1,611.02	$ 30,000.00	$ 25,532.00	
Fuel	$ 1,500.00	$ 627.96	$ 1,500.00	$ -	
Electric Utilities	$ 1,600.00	$ 1,143.65	$ 1,600.00	$ -	
Gas Utilities	$ 2,000.00	$ 1,414.03	$ 2,000.00	$ -	
Communications	$ 1,660.00	$ 1,004.20	$ 1,600.00	$ (60.00)	Internet, advertising, postage, PO
Miscellaneous	$ 500.00	$ 14.00	$ 500.00	$ -	
TOTAL EXPENITURES	**$ 46,440.00**	**$ 13,457.68**	**$ 80,712.00**		
REVENUES					
Township Services	$ 24,000.00	$ 24,187.50	$ 24,000.00	$ -	
City Services	$ 7,440.00	$ 7,440.00	$ 7,440.00	$ -	
Fire Calls	$ 4,000.00	$ 1,487.50	$ 4,000.00	$ -	
Donations	$ 7,000.00	$ 3,555.00	$ 7,000.00	$ -	
Fire Relief contributions	$ 3,000.00		$ 3,000.00	$ -	
Grants				$ -	
Training Reimbursements	$ 1,000.00	$ 1,696.00	$ 6,023.00		
Miscellaneous		$ 132.48			
TOTAL REVENUES	**$ 46,440.00**	**$ 38,498.48**	**$ 51,463.00**		
NON-OPERATING REVENUE					
CD Redmption			$ 30,000.00	look to put funds into a CD	
TOTAL NON-OPERATING REVENUE			**$ 30,000.00**		
GAIN/(LOSS)			**$ 751.00**		

Docusign Envelope ID: E4846E46-265E-81C9-81B1-680FA4B7A00D

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Canton ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Replacement of sanitary sewer, watermain, storm sewer and roadway reconstruction, in Canton, MN

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2026 – 2027 Canton Utility Improvement Project

ARTICLE 3—ENGINEER

3.01 The Owner has retained WHKS & Co. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 29, 2028** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 3, 2028**.

4.03 *Contract Times: Days*

A. Deleted

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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1. All work with the exception of the bituminous wear course for all of Phase 1a and the portion of Phase 2a on First Street from Fillmore Avenue W to Highway 52 shall be completed on or before **November 6, 2026.**
2. The bituminous wear course for all streets constructed as part Phase 1a and the portion of Phase 2a on First Street from Fillmore Avenue W to Highway 52 shall be completed on or before **June 30, 2027.**
3. All work with the exception of the bituminous wear course for the following Phases shall be completed on or before **August 31, 2028**:
    a. Remaining portions of Phase 2a
    b. Phases 3a and 3b through Phase 11
4. The bituminous wear course on all streets constructed as part of the following Phases shall be completed on or before **October 13, 2028:**
    a. Remaining portions of Phase 2a
    b. Phases 3a and 3b through Phase 11

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $1,800.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,200.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:* Contractor shall pay Owner $1,800.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones 1 - 4, until Milestones 1 - 4 are achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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C. Deleted

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Deleted

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	SEE ATTACHED BID TABULATION			$	$
				$	$
				$	$
				$	$
				$	$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$ 6,543,210.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $6,543,210.00

D. Deleted

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the Second Thursday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

1) Deleted

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the contract documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **250** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **2%** percent per annum.

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ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual.
6. Drawings (not attached but incorporated by reference) consisting of [number] sheets with each sheet bearing the following general title: [title on Drawings].
7. Addenda (inclusive).
8. Exhibits to this Agreement (enumerated as follows):
    a. **None**
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Deleted

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Deleted

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Canton, MN	A-1 Excavating LLC
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: Signed by: 210F9BA8966F46F...
(individual's signature)	*(individual's signature)*
Date: _____	Date: 10/23/26
(date signed)	*(date signed)*
Name: _____	Name: Charles M Storing
(typed or printed)	*(typed or printed)*
Title: Mayor	Title: Secretary
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: EDC5550ABC7C4...
(individual's signature)	*(individual's signature)* Jennifer Bergeman
Title: City Clerk	Title: Notary
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
106 N. Main St PO Box 92 Canton, MN 55922	PO Box 90 Bloomer WI 54724
Designated Representative:	Designated Representative:

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Name: Anne Koliha
(typed or printed)
Title: City Clerk
(typed or printed)
Address:
106 N. Main St
PO Box 92
Canton, MN 55922
Phone: 507-743-5000
Email: clerk@cantonmn.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Name: Brennon Staves
(typed or printed)
Title: Project Manager
(typed or printed)
Address:
PO Box 90
Bloomer WI 54724
Phone: 715-835-3224
Email: bstaves@a1excavating.com
License No.: n/a
(where applicable)
State: -

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lope ID: E4846E46-265E-81C9-81B1-680FA4B7A00D

6-2027 Utility Improvements (#10325262)
ıer: City of Canton
citor: WHKS & Company
)3/2026 10:00 AM CDT
<S No. 10208

		Unit of		Engineer Estimate		A-1 Excavating LLC		BKC Construction LLC	
ı Code	Item Description	Measure	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION	LUMP SUM	1	$500,000.00	$500,000.00	$355,862.00	$355,862.00	$677,600.00	$677,600.00
2	GRUBBING (STUMP)	EACH	13	$500.00	$6,500.00	$300.00	$3,900.00	$500.00	$6,500.00
3	CLEARING & GRUBBING (TREE)	EACH	53	$600.00	$31,800.00	$1,000.00	$53,000.00	$1,060.00	$56,180.00
4	CLEARING & GRUBBING (SHRUB)	EACH	3	$200.00	$600.00	$300.00	$900.00	$300.00	$900.00
5	REMOVE LANDSCAPE AREA	EACH	6	$800.00	$4,800.00	$500.00	$3,000.00	$1,000.00	$6,000.00
6	REMOVE & REPLACE LANDSCAPE AREA	EACH	9	$1,000.00	$9,000.00	$800.00	$7,200.00	$1,800.00	$16,200.00
7	REMOVE WATERMAIN PIPE	LIN FT	4038	$15.00	$60,570.00	$1.00	$4,038.00	$5.00	$20,190.00
8	REMOVE CONCRETE CURB AND GUTTER	LIN FT	107	$10.00	$1,070.00	$6.00	$642.00	$4.00	$428.00
9	REMOVE SANITARY SEWER PIPE	LIN FT	6821	$10.00	$68,210.00	$1.00	$6,821.00	$4.00	$27,284.00
10	REMOVE STORM SEWER PIPE	LIN FT	949	$15.00	$14,235.00	$1.00	$949.00	$18.00	$17,082.00
11	REMOVE CONCRETE SIDEWALK/CONCRETE DRIVEWAY PAVEMENT	SQ YD	1235	$8.00	$9,880.00	$7.00	$8,645.00	$9.00	$11,115.00
12	REMOVE AGGREGATE DRIVE	SQ YD	6396	$6.00	$38,376.00	$5.00	$31,980.00	$2.44	$15,606.24
13	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2052	$10.00	$20,520.00	$5.00	$10,260.00	$10.50	$21,546.00
14	REMOVE BITUMINOUS ROADWAY PAVEMENT	SQ YD	34616	$5.00	$173,080.00	$6.00	$207,696.00	$4.39	$151,964.24
15	REMOVE & REINSTALL SIGN	EACH	45	$200.00	$9,000.00	$435.00	$19,575.00	$425.00	$19,125.00
16	RELOCATE MAILBOX	EACH	3	$200.00	$600.00	$400.00	$1,200.00	$300.00	$900.00
17	REMOVE MANHOLE (SANITARY)	EACH	30	$1,000.00	$30,000.00	$600.00	$18,000.00	$600.00	$18,000.00
18	REMOVE MANHOLE (STORM)	EACH	1	$1,000.00	$1,000.00	$600.00	$600.00	$600.00	$600.00
19	REMOVE CATCH BASIN	EACH	3	$1,000.00	$3,000.00	$500.00	$1,500.00	$266.67	$800.01
20	REMOVE GATE VALVE AND BOX	EACH	14	$400.00	$5,600.00	$150.00	$2,100.00	$250.00	$3,500.00
21	REMOVE HYDRANT	EACH	14	$1,000.00	$14,000.00	$400.00	$5,600.00	$500.00	$7,000.00
22	REMOVE VALVE BOX	EACH	3	$500.00	$1,500.00	$100.00	$300.00	$350.00	$1,050.00
23	LOAM TOPSOIL BORROW (LV)	CU YD	6586	$30.00	$197,580.00	$1.00	$6,586.00	$15.00	$98,790.00
24	GEOTEXTILE FABRIC (P)	SQ YD	44397	$4.00	$177,588.00	$3.00	$133,191.00	$3.22	$142,958.34
25	EXCAVATION - COMMON (P)	CU YD	13370	$15.00	$200,550.00	$25.00	$334,250.00	$26.00	$347,620.00
26	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	9866	$40.00	$394,640.00	$49.00	$483,434.00	$47.61	$469,720.26
27	AGGREGATE SUBBASE - BREAKER RUN (CV)	CU YD	6727	$40.00	$269,080.00	$61.00	$410,347.00	$45.45	$305,742.15
28	TYPE SP 12.5 NON-WEARING COURSE MIX	TON	4671	$150.00	$700,650.00	$138.00	$644,598.00	$136.50	$637,591.50
29	TYPE SP 9.5 WEARING COURSE MIX	TON	3503	$150.00	$525,450.00	$142.00	$497,426.00	$140.00	$490,420.00
30	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	200	$35.00	$7,000.00	$38.00	$7,600.00	$35.00	$7,000.00
31	SUBGRADE PREPARATION 12"	STA.	117.8	$500.00	$58,900.00	$440.00	$51,832.00	$1,000.00	$117,800.00
32	8" PIPE SANITARY SEWER	LIN FT	6770	$65.00	$440,050.00	$66.00	$446,820.00	$101.26	$685,530.20
33	10" PIPE SANITARY SEWER	LIN FT	1147	$75.00	$86,025.00	$90.00	$103,230.00	$117.19	$134,416.93
34	8" SANITARY SEWER BY HDD	LIN FT	171	$100.00	$17,100.00	$66.00	$11,286.00	$65.46	$11,193.66
35	16" CASING BY HDD	LIN FT	159	$200.00	$31,800.00	$262.00	$41,658.00	$223.04	$35,463.36
36	8" LINING (SANITARY SEWER)	LIN FT	2250	$50.00	$112,500.00	$51.00	$114,750.00	$53.90	$121,275.00
37	HEAVY CLEANING	LIN FT	300	$1.00	$300.00	$3.00	$900.00	$2.48	$744.00



lope ID: E4846E48-265E-81C9-81B1-680FA4B7A00D

6-2027 Utility Improvements (#10325262)
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<S No. 10208

		Unit of		Engineer Estimate		A-1 Excavating LLC		BKC Construction LLC	
ı Code	Item Description	Measure	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
38	SANITARY SEWER POINT REPAIR	EACH	10	$7,000.00	$70,000.00	$3,300.00	$33,000.00	$368.06	$3,680.60
39	ROOT CUTTING	LIN FT	300	$1.00	$300.00	$3.00	$900.00	$2.48	$744.00
40	ROOT CUT/REAM IN SERVICES	EACH	10	$850.00	$8,500.00	$1,100.00	$11,000.00	$1,155.00	$11,550.00
41	CUT INTRUDING TAPS	EACH	10	$200.00	$2,000.00	$400.00	$4,000.00	$385.00	$3,850.00
42	REINSTATE 4"/6" SERVICE	EACH	31	$50.00	$1,550.00	$70.00	$2,170.00	$55.00	$1,705.00
43	AIR TEST SERVICE	EACH	31	$850.00	$26,350.00	$695.00	$21,545.00	$742.50	$23,017.50
44	GROUT FAILED SERVICE	EACH	31	$60.00	$1,860.00	$30.00	$930.00	$11.00	$341.00
45	PRE AND POST LINING TELEVISING RECORDS	LUMP SUM	1	$5,000.00	$5,000.00	$1,250.00	$1,250.00	$825.00	$825.00
46	TELEVISE SANITARY SEWER	LIN FT	8085	$2.00	$16,170.00	$3.00	$24,255.00	$0.80	$6,468.00
47	12" PIPE STORM SEWER	LIN FT	633	$50.00	$31,650.00	$57.00	$36,081.00	$80.29	$50,823.57
48	15" PIPE STORM SEWER	LIN FT	159	$60.00	$9,540.00	$63.00	$10,017.00	$95.61	$15,201.99
49	18" PIPE STORM SEWER	LIN FT	362	$70.00	$25,340.00	$68.00	$24,616.00	$100.09	$36,232.58
50	24" PIPE STORM SEWER	LIN FT	54	$90.00	$4,860.00	$81.00	$4,374.00	$110.36	$5,959.44
51	36" X 24" ARCH PIPE STORM SEWER	LIN FT	4	$250.00	$1,000.00	$507.00	$2,028.00	$1,120.32	$4,481.28
52	12" APRON	EACH	7	$1,000.00	$7,000.00	$340.00	$2,380.00	$686.72	$4,807.04
53	15" APRON	EACH	5	$1,200.00	$6,000.00	$430.00	$2,150.00	$686.72	$3,433.60
54	18" APRON	EACH	3	$1,500.00	$4,500.00	$520.00	$1,560.00	$750.81	$2,252.43
55	24" APRON	EACH	2	$2,000.00	$4,000.00	$700.00	$1,400.00	$821.90	$1,643.80
56	8"X4" WYE (SANITARY)	EACH	109	$250.00	$27,250.00	$205.00	$22,345.00	$566.58	$61,757.22
57	8"X6" WYE (SANITARY)	EACH	1	$300.00	$300.00	$240.00	$240.00	$583.77	$583.77
58	10"X4" WYE (SANITARY)	EACH	8	$350.00	$2,800.00	$375.00	$3,000.00	$744.89	$5,959.12
59	10"X6" WYE (SANITARY)	EACH	1	$400.00	$400.00	$410.00	$410.00	$799.67	$799.67
60	4" SANITARY SERVICE PIPE	LIN FT	3286	$50.00	$164,300.00	$45.00	$147,870.00	$72.59	$238,530.74
61	6" SANITARY SERVICE PIPE	LIN FT	100	$55.00	$5,500.00	$50.00	$5,000.00	$73.93	$7,393.00
62	4" SANITARY SERVICE CLEANOUT	EACH	117	$1,000.00	$117,000.00	$410.00	$47,970.00	$1,106.91	$129,508.47
63	6" SANITARY SERVICE CLEANOUT	EACH	2	$1,500.00	$3,000.00	$800.00	$1,600.00	$1,300.71	$2,601.42
64	CONNECT TO EXISTING WATERMAIN	EACH	8	$1,000.00	$8,000.00	$2,000.00	$16,000.00	$1,509.27	$12,074.16
65	CONNECT TO EXISTING STORM SEWER	EACH	5	$1,500.00	$7,500.00	$1,000.00	$5,000.00	$1,100.00	$5,500.00
66	CONNECT TO EXISTING SANITARY SEWER	EACH	5	$1,000.00	$5,000.00	$2,600.00	$13,000.00	$887.58	$4,437.90
67	HYDRANT	EACH	25	$7,000.00	$175,000.00	$6,400.00	$160,000.00	$7,093.73	$177,343.25
68	1" CORPORATION STOP	EACH	127	$500.00	$63,500.00	$415.00	$52,705.00	$398.48	$50,606.96
69	6" GATE VALVE AND BOX	EACH	54	$5,000.00	$270,000.00	$2,400.00	$129,600.00	$3,589.01	$193,806.54
70	6" GATE VALVE AND BOX WET TAP	EACH	1	$10,000.00	$10,000.00	$5,500.00	$5,500.00	$8,075.72	$8,075.72
71	1" CURB STOP & BOX	EACH	127	$500.00	$63,500.00	$540.00	$68,580.00	$587.91	$74,664.57
72	1" WATER SERVICE PIPE	LIN FT	3809	$50.00	$190,450.00	$41.00	$156,169.00	$47.54	$181,079.86
73	6" WATERMAIN	LIN FT	10961	$60.00	$657,660.00	$60.00	$657,660.00	$79.87	$875,455.07
74	6" WATERMAIN BY HDD	LIN FT	153	$80.00	$12,240.00	$141.00	$21,573.00	$181.88	$27,827.64



lope ID: E4846E46-265E-81C9-81B1-680FA4B7A00D

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citor: WHKS & Company
)3/2026 10:00 AM CDT
<S No. 10208

		Unit of		Engineer Estimate		A-1 Excavating LLC		BKC Construction LLC	
ı Code	Item Description	Measure	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
75	4" POLYSTYRENE INSULATION	SQ YD	128	$50.00	$6,400.00	$72.00	$9,216.00	$55.50	$7,104.00
76	DUCTILE IRON FITTINGS	POUND	3333	$20.00	$66,660.00	$19.00	$63,327.00	$22.37	$74,559.21
77	CATCH BASIN, TYPE 1	EACH	1	$5,000.00	$5,000.00	$3,765.00	$3,765.00	$7,732.50	$7,732.50
78	CATCH BASIN, 48", TYPE 4	EACH	5	$7,000.00	$35,000.00	$4,700.00	$23,500.00	$4,918.11	$24,590.55
79	STORM MANHOLE, 48", TYPE 4	EACH	3	$7,000.00	$21,000.00	$4,690.00	$14,070.00	$6,312.62	$18,937.86
80	SANITARY MANHOLE, TYPE 3	EACH	28	$7,000.00	$196,000.00	$7,270.00	$203,560.00	$8,656.96	$242,394.88
81	SANITARY MANHOLE, TYPE 3A	EACH	4	$8,000.00	$32,000.00	$18,650.00	$74,600.00	$20,814.97	$83,259.88
82	ADJUST FRAME RING AND CASTING	EACH	1	$1,000.00	$1,000.00	$900.00	$900.00	$550.00	$550.00
83	NEW FRAME & RING CASTING	EACH	2	$1,500.00	$3,000.00	$1,400.00	$2,800.00	$1,300.00	$2,600.00
84	4" CONCRETE WALK	SQ FT	1363	$10.00	$13,630.00	$13.50	$18,400.50	$11.25	$15,333.75
85	6" CONCRETE WALK	SQ FT	500	$15.00	$7,500.00	$16.00	$8,000.00	$11.25	$5,625.00
86	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	107	$30.00	$3,210.00	$83.50	$8,934.50	$52.00	$5,564.00
87	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	275	$80.00	$22,000.00	$122.00	$33,550.00	$101.25	$27,843.75
88	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	26	$90.00	$2,340.00	$131.00	$3,406.00	$101.25	$2,632.50
89	3" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2021	$60.00	$121,260.00	$64.00	$129,344.00	$51.00	$103,071.00
90	6" AGGREGATE SURFACING, CL. 5	SQ YD	3587	$7.50	$26,902.50	$13.00	$46,631.00	$11.14	$39,959.18
91	TRAFFIC CONTROL	LUMP SUM	1	$200,000.00	$200,000.00	$40,000.00	$40,000.00	$44,500.00	$44,500.00
92	TEMPORARY WATER SERVICE	LUMP SUM	1	$100,000.00	$100,000.00	$40,000.00	$40,000.00	$127,000.00	$127,000.00
93	SILT FENCE, MACHINE SLICED	LIN FT	3250	$3.00	$9,750.00	$2.00	$6,500.00	$3.00	$9,750.00
94	DITCH CHECK, TYPE 2	LIN FT	500	$3.00	$1,500.00	$6.00	$3,000.00	$5.68	$2,840.00
95	STORM DRAIN INLET PROTECTION	EACH	23	$400.00	$9,200.00	$150.00	$3,450.00	$125.00	$2,875.00
96	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	8	$1,000.00	$8,000.00	$100.00	$800.00	$1.00	$8.00
97	SEEDING	ACRE	12.4	$7,000.00	$86,800.00	$200.00	$2,480.00	$5,200.00	$64,480.00
98	TEMPORARY SEEDING	ACRE	7.5	$4,000.00	$30,000.00	$100.00	$750.00	$250.00	$1,875.00
99	AGGREGATE FOR PIPE FOUNDATION (CV)	CU YD	592	$15.00	$8,880.00	$16.00	$9,472.00	$38.66	$22,886.72
100	PAVEMENT MARKINGS	LIN FT	1000	$3.00	$3,000.00	$1.00	$1,000.00	$3.80	$3,800.00
101	BYPASS PUMPING	LUMP SUM	1	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$40,000.00	$40,000.00
102	EXPLORATORY EXCAVATION	HOURS	24	$200.00	$4,800.00	$300.00	$7,200.00	$550.00	$13,200.00
103	EXCAVATION - ROCK	CU YD	250	$60.00	$15,000.00	$140.00	$35,000.00	$200.00	$50,000.00
	BASE BID TOTAL				$7,296,406.50		$6,543,210.00		$7,965,830.58

22

Docusign Envelope ID: E4846E46-265E-81C9-81B1-680FA4B7A00D

whks
engineers + planners + land surveyors

ADDENDUM NO. 1

to Specifications and Contract Documents for

2026-2027 Utility Improvements
Canton, MN

FROM: WHKS & Co. 8/25/2026

The bidder shall make the following changes, modifications and additions to the pertinent sheets, pages and paragraphs of the specifications and drawings, and shall take the same into consideration in the bid prices:

SPECIFICATION ITEMS:

Agreement between owner and contractor for construction contract (stipulated price)

Article 4 – Contract times, 4.04 Milestones, A. 1 & 2

Delete the following:

1. All work with the exception of the bituminous wear course for all of Phase 1a and the portion of Phase 2a on First Street from Fillmore Avenue W to Highway 52 shall be completed on or before November 6, 2026.

2. The bituminous wear course for all streets constructed as part Phase 1a and the portion of Phase 2a on First Street from Fillmore Avenue W to Highway 52 shall be completed on or before June 30, 2027.

Add the following:

1. It's the City's preference to have the proposed watermain by the existing water tower as shown on sheet 87 of the plans and the proposed watermain on West Prairie Avenue from W-325 to W-331 as shown on sheet 58 of the plans completed in the fall of 2026 since this these improvements are required to accommodate work in 2027. At the latest the work shall be completed on or before June 4, 2027. West Prairie Avenue should be backfilled and surfaced with aggregate base. Bituminous pavement for this portion of West Prairie Avenue is not required to meet the completion date.

2. All work with the exception of the bituminous wear course for all of Phase 1a and the portion of Phase 2a on First Street from Fillmore Avenue W to Highway 52 shall be completed on or before June 30, 2027.

Docusign Envelope ID: E4846E46-265E-81C9-81B1-680FA4B7A00D

A-1 EXCAVATING, LLC

CONSENT OF SECRETARY PURSUANT TO CHAPTER 183 OF THE WISCONSIN UNIFORM LIMITED LIABILITY COMPANY LAW

The undersigned, being the Secretary of **A-1 EXCAVATING, LLC,** a Wisconsin limited liability company (the "Company"), acting pursuant to Chapter 183 of the Wisconsin Uniform Limited Liability Company Law, does hereby certify that the following resolutions were duly adopted by written consent of the sole member of said Company effective as of the 22nd day of August, 2023, and that said consent is in accordance with the operating agreement of said Company and that said resolutions have not been amended or revoked and are in full force and effect:

RESOLVED, that Charles M. Storing, Terry Pecha and/or Paul Mumm, as officers of the Company, are hereby authorized to execute and deliver, on behalf of the Company, the following:

1. Bids and bid documents pertaining to contracts and subcontracts for jobs and projects to be performed by the Company;
2. Contracts and subcontracts for jobs and projects to be performed by the Company;
3. Bond and bond applications for contracts and subcontracts for jobs and projects to be performed by the Company; and
4. Miscellaneous documents relating to the foregoing items.

RESOLVED, that third parties dealing with the Company may rely upon a certified copy of the foregoing resolutions as evidence of the authorities granted by such resolutions. Any third party receiving such a certified copy may completely rely upon such certified copy without any further duty of inquiry or the need to obtain any consent, approval, or signature from the Company as to such matters.

[Signature page follows]

Docusign Envelope ID: E4846E46-265E-81C9-81B1-680FA4B7A00D

IN WITNESS WHEREOF, the undersigned has executed this Consent to be filed as part of the minutes of the Company as of August 22, 2023.

Alberto de Cardenas, Secretary

This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. __1___

The Effective Date of this Amendment is: __10/01/26____.

Background Data

Effective Date of Owner-Engineer Agreement: 11/01/24

Owner: City of Canton, Minnesota

Engineer: WHKS & Co.

Project: Canton Water and Sanitary Sewer Systems

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

_____ Additional Services to be performed by Engineer

__x__ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Project scope is modified to include additional sanitary sewer improvements at the Canton Wastewater Treatment Facility (WWTF) due to new regulatory requirements from the Minnesota Pollution Control Authority (MPCA). Proposed improvements are detailed within the attached memorandum dated November 12, 2024. The Owner Engineer Agreement will be modified to include final design and construction phase Basic Services for the revised project scope.

Agreement Summary:

Original agreement amount:	$_2,219,100.00__
Net change for prior amendments:	$_0.00_____
This amendment amount:	$_58,000.00_____
Adjusted Agreement amount:	$_2,277,100.00___

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Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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whks
engineers + planners + land surveyors

MEMORANDUM

TO: City of Canton

FROM: Kevin Graves, P.E.

DATE: November 12, 2024

RE: **City of Canton – WWTF Evaluation**
City of Canton, MN

The City's wastewater treatment facility (WWTF) is in the process of receiving a new operating permit from the Minnesota Pollution Control Facility (MPCA). The MPCA has indicated that the WWTF will receive several new effluent limits with the permit renewal, including effluent total nitrogen (TN). Based on a new Nitrogen Strategy that was rolled out by the MPCA in April 2025, many communities in Minnesota will be required to meet an effluent TN limit as their operating permits are renewed in the coming years.

Earlier this year, the City of Canton hired WHKS to review, model, and evaluate the City's wastewater treatment process and its ability to treat TN. Specifically, the evaluation would provide recommendations for the WWTF to achieve an effluent TN concentration of 10 milligrams per liter (mg/L) or less. This memorandum summarizes the results of the evaluation.

The current treatment process includes a mechanical screen, backup manual screen, influent flow meter, oxidation ditch, two final clarifiers, and UV disinfection. Sludge handling includes an aerobic sludge digester storage tank, two sludge drying beds and a standby generator. After reviewing the WWTF's operation and maintenance manual, it is noted that the WWTF was originally designed with the infrastructure for biological nitrogen removal. This mode of operation has not been utilized to date, as it has not been needed based on the current operating permit's effluent limits.

The attached Exhibit A details the modeling efforts for the WWTF treatment process using BioWin modeling software. Below is a summary of the modeling efforts:

- WWTF model was developed and calibrated based on existing treatment equipment information, historical testing data for the facility, and several assumptions based on typical domestic strength wastewater characteristics
- Model was optimized for treating TN by utilizing the existing WWTF tankage and running scenarios with upgraded treatment equipment
- Model simulations were developed for both current flow conditions at the WWTF as well as design year flow conditions to evaluate potential for TN removal

Based on the results of the WWTF modeling efforts, it appears that the existing tankage at the WWTF is adequately sized to achieve TN removal. However, several equipment upgrades and operation modifications are needed to begin meeting this requirement consistently.

Below is a summary of the recommended WWTF equipment upgrades for TN removal:

- Replace all four (4) selector basin mixers and incorporate timers for on/off operation. Three (3) of the existing mixers are no longer operational.
- Replace mixed liquor return (MLR) pump(s) for internal recycle to promote denitrification. The existing pump is believed to be not operational.
- Install new instrumentation within selector basin (ORP probes) and oxidation ditch (D.O. probes) to facilitate TN removal process control.
- Update existing outdated WWTF controls to establish TN process control with new instrumentation.

In addition, several operation modifications for the WWTF are summarized below to help facilitate more consistent TN removal:

- Adjust pumping / piping to route all return activated sludge (RAS) flow to the WWTF headworks for mixing with influent flow
- Adjust piping / basin gates to route all flow through each selector basin quarter in series to maximize selector tank hydraulic retention time (HRT)
- Adjust pumping / piping to route all MLR flow to the selector tank so that influent and RAS flow can mix in the selector tank with the internal recycle flow

Table 1 below provides anticipated costs associated with the recommended WWTF equipment upgrades identified above.

Table 1: Canton WWTF Improvements – Capital Costs

DESCRIPTION	QUANTITY	UNIT		UNIT COST	COST
Mobilization	1	L.S.	@	$30,000	$30,000
MLR Pumps	2	Each	@	$40,000	$80,000
Instrumentation	1	L.S.	@	$30,000	$30,000
Electrical / Controls Upgrades	1	L.S.	@	$180,000	$180,000
Selector Basin Mixers	4	Each	@	N/A*	N/A*
Construction Subtotal					**$320,000**
Contingencies			@	10%	$32,000
Engineering					$58,000
Overall Project Capital Cost					**$410,000**

* - It should be noted that costs associated with the replacement of selector basin mixers are included within the upcoming Water and Sanitary Sewer Systems project that is receiving USDA Rural Development funding. Therefore, these costs are not shown in Table 1 to avoid duplication.

Based on discussions with MPCA and Rural Development staff, the recommended approach to facilitate the improvements included in Table 1 would be to amend the existing project scope for the upcoming Water and Sanitary Sewer Systems project. This would allow all the improvements at the WWTF to be performed under one contract with one general contractor, in lieu of multiple contracts, and the need for additional coordination between contractors.

Utilizing this approach would result in a projected timeline for WWTF improvements as follows:

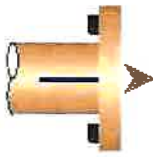
- Develop and submit Preliminary Engineering Report (PER) amendment - March 2025
- Finalize Preliminary Design of WWTF Improvements – September 2025
- Finalize Final Design of WWTF Improvements – April 2026
- Begin construction of WWTF Improvements – Summer 2026
- Complete construction of WWTF Improvements – Fall 2027

In addition to utilizing Rural Development funding for the proposed WWTF improvements, MPCA staff also confirmed that these costs would be eligible for grant funding through Minnesota's Point Source Implementation Grant (PSIG) program. It is recommended that the City coordinate with MPCA and Rural Development staff to utilize potential grant funding through the PSIG program. These discussions should be incorporated into the PER amendment process identified above.

WHKS recommends that the City Council review this information and provide guidance on proceeding.

Exhibit A – Detailed Summary of WWTF Modeling Efforts

The influent flow and concentrations for the modeling work were taken from the WWTF's Daily Monitoring Reports (DMR) from January 2023 through May 2024 or approximately 17 months of data. This influent data period is assumed to be representable of typical average influent data. Figure 1 shows the average annual influent values used in conjunction with the BioWin modeling software.



Flow	12723.00 gal/d
COD - Total	499.58 mg/L
N - Total Kjeldahl Nitrogen	35.00 mgN/L
P - Total P	9.40 mgP/L
ISS Total	104.00 mg/L
S - Total S	37.40 mg/L
Volatile suspended solids	243.00 mg/L
Total suspended solids	347.00 mg/L
BOD - Total Carbonaceous	245.00 mg/L
pH	8.30

Figure 1 – Influent Data

The WWTF does not measure influent Total Kjeldahl Nitrogen (TKN) or Total Nitrogen (TN). An assumption was made to estimate the influent TKN load. The WWTF does measure effluent nitrate/nitrite and ammonia or approximately effluent TN. Similar plants, that do not have the ability to denitrify, have TN percent removals of approximately 25%. Typical influent nitrate is very low, so the effluent TN can be approximately equal to the influent TKN. As a rule of thumb, typical domestic wastewater influent TN can vary between 25-35 mg/L. The modeled effluent TKN matches the actual WWTF measured effluent TKN at an influent TKN concentration of 35 mg/L.

The last assumed value was the influent volatile suspended solids (VSS), and this value can range from 65%-75% of the total suspended solids (TSS). This VSS/TSS ratio was assumed to be 70% or 0.7. The WWTF does not have VSS data available.

For this evaluation, two models were put together; a calibrated model that closely matches current plant operation and an optimized model which effectively models the plant with the recommended improvements for obtaining better TN removal.

Calibrated Model:

In conversations with staff, plant staff provided the following on their process operations:

- ✓ One quarter (1/4) of the selector tank volume is currently used and completely mixed, but staff can run flow through each selector basin if needed.
- ✓ Each selector tank includes a mixer but three (3) selector basin mixers are currently not operational.
- ✓ The brush aerators produce a basin Dissolved Oxygen (DO) of 15 mg/L at low speed.
- ✓ The Two (2) Aerators are 15 HP motors, and the aerators operate 1 at a time and alternate every hour.
- ✓ RAS rate is operated 30 min on and 30 min off at 25 gpm (minimum flow rate). 18,000 gpm total.
- ✓ WAS is operated 5 min on and 55 min off once per day at 50 gpm. 250 gpm total.

- ✓ The mixed liquor pump (internal recycle pump) has similar capacity to the RAS pump but is not functional.
- ✓ One (1) final clarifier is currently used.
- ✓ Digesters are operated at 1.8% solids.

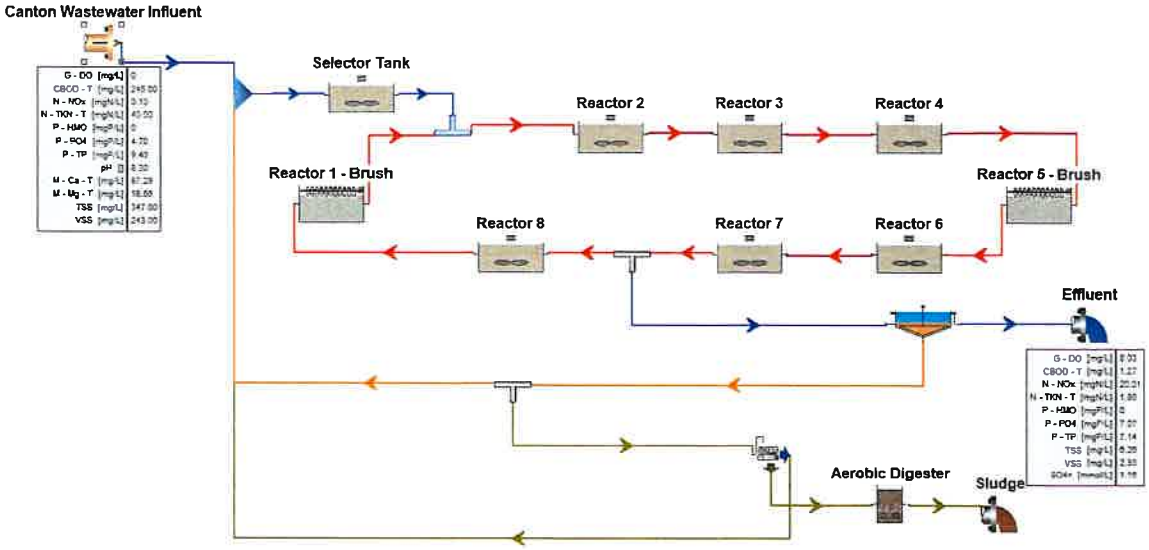


Figure 2 – Calibrated Model Flow Sheet

A BioWin model was set up to simulate and calibrate to current plant operations. MLSS concentration is approximately 2,200 mg/L at a total SRT of 57 days. Typical SRT for oxidation ditches can vary between 25-50 days. The model was set up with the operation as provided by the City with exception to the following:

1. RAS and WAS rates: The rates were adjusted to obtain a more reasonable % solids concentrations in the final clarifier underflow (i.e. > 7,500 mg/L), a reasonable effluent TSS concentration (i.e. less than 10 mg/L), and a reasonable SRT. Therefore, following rates were used in the model:
   - ✓ Waste rate (WAS) used was 350 gpd vs. 250 gpd that was provided by City Staff.
   - ✓ Return rate (RAS) used was 5,200 gpd vs. 18,000 gpd that was provided by City Staff. Note that typical RAS rates vary 25% to 100% of the influent. 5,200 gpd is about 45% of the influent. 18,000 gpd is about 140% of the influent.

   To confirm the RAS and WAS rates in the calibrated model, it would be recommended to take a few basin MLSS samples for % solids, final clarifier underflow % solids, and confirm RAS and WAS flow rates with flow metering data.

2. BioWin can model theoretical basin DO with brush surface aerator power. The two (2) 15 HP surface aerators were modeled with a calculated DO concentration of about 8 mg/L around the entire reactor. The aerators were modeled with alternating operation every 1 hour. The textbook oxygen transfer efficiency (OTE) of horizontal surface aerators can vary between 1.5-3.5 Lbs O2/HP-Hr. The manufacturer's OTE for their equipment with baffling is 3.2 Lbs O2/HP-Hr which was used in the BioWin model. City Staff said that they see 15-19 mg/L in the reactor which could be attributed to location of the DO sample and operating conditions.

To confirm basin DO, it would be recommended to take DO measurements at various depths and locations around the reactor during periods of low and high load.

Figure 3 provides the overall effluent quality:



Flow	12570.32 gal/d
N - Ammonia	0.20 mgN/L
N - Nitrate	22.94 mgN/L
N - Nitrite	0.04 mgN/L
N - Filtered TKN	1.47 mgN/L
N - Total N	24.69 mgN/L
P - Soluble phosphate	7.05 mgP/L
P - Total P	7.12 mgP/L
Total suspended solids	6.30 mg/L
COD - Total	30.64 mg/L
BOD - Total Carbonaceous	1.32 mg/L
pH	8.29

Figure 3 – Calibrated Model Effluent Quality

The effluent TN, BOD, TSS, and flow closely match the plant's DMR effluent. However, the modeled TP appear higher than provided on the DMRs. DMR effluent TP is 3 mg/L. To address the difference in TP, City Staff noted that they periodically turn off the aerators to create anaerobic conditions in the ditch, so this may be attributed to the difference in theoretical vs. actual TP values. The model cannot accurately solve with this mode of intermittent operation.

Optimized Model:

The calibrated model was adjusted and optimized for improving TN removal via denitrification in the selector tank as shown in Figure 4.

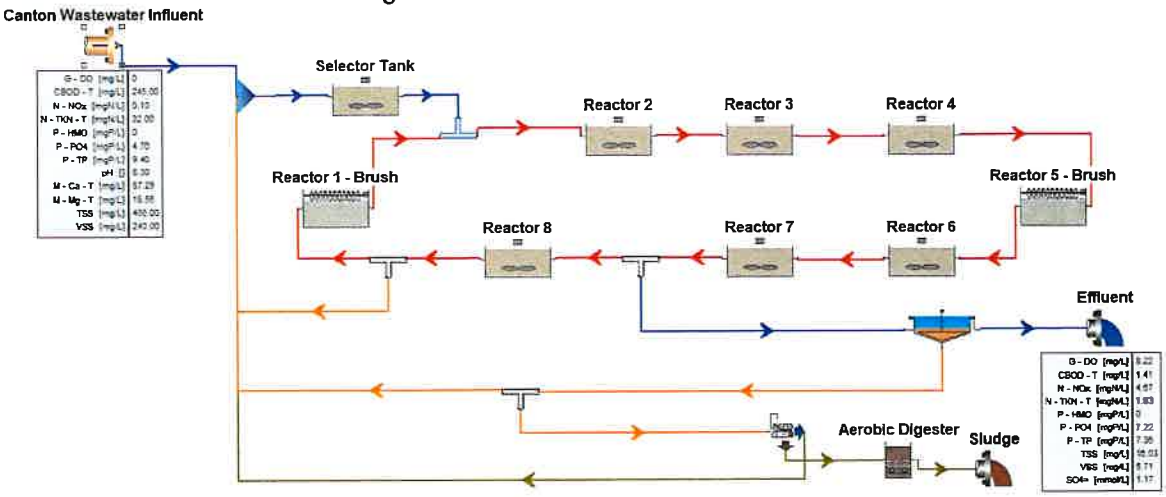


Figure 4 – Optimized Model

The RAS and WAS rates remain unchanged resulting in an identical MLSS concentration and SRT. By internally recycling nitrates, the plant would operate as a Modified Ludzack Ettinger (MLE) process. However, the major changes in the model compared to the calibrated model are as noted:

- ✓ Addition of a splitter to simulate the internal recycle back to the selector tank with a rate of 2.5 times the influent flow. Typical return rates for an MLE process are between 2-4 times influent.
- ✓ Selector tank volume is the full volume (not 1/4 of the total volume) resulting in an HRT of 5.6 hours which should theoretically provide sufficient time for selecting for denitrifiers. Typical ranges are 2-8 hours.

The resulting effluent quality is as shown in Figure 5.



Flow	12570.32 gal/d
N - Ammonia	0.21 mgN/L
N - Nitrate	6.11 mgN/L
N - Nitrite	0.05 mgN/L
N - Filtered TKN	1.47 mgN/L
N - Total N	7.74 mgN/L
P - Soluble phosphate	7.13 mgP/L
P - Total P	7.16 mgP/L
Total suspended solids	3.15 mg/L
COD - Total	28.37 mg/L
BOD - Total Carbonaceous	1.06 mg/L
pH	8.43

Figure 5 – Optimized Model Effluent Quality

The effluent TSS, flow, BOD, and TP remain unchanged relative to the calibrated model, but the effluent TN has shown a drop in concentration from 25 mg/L to 7.74 mg/L or an overall percent reduction of 77.9% (initially 35 mg/L influent TN). The target limit is 10 mg/L effluent TN. By using the full selector tank, mixing the entire selector basin, and sending back nitrates to the selector tank via MLR pump(s), the plant should be able to denitrify nitrates to nitrogen gas thereby reducing effluent TN to theoretically achieve their effluent TN target.

Design AWW Flow and Load Optimized Model:

A separate model was put together to evaluate the design average wet weather (AWW) flow and BOD loading condition. Because the plant does not have design values for TSS or TKN, the values were assumed based on literature. With the influent assumptions made, the plant should still be capable of meeting the effluent TN 10 mg/L target. Additional data evaluation on flows and loads should be provided in design.

Recommendations

The following sampling recommendations are recommended to confirm model outputs.

1. Sample influent TKN to confirm assumed influent TKN average concentration.
2. Ditch basin DO measurements at various depths and locations around the reactor.
3. Run a ditch MLSS sample and final clarifier underflow % solids concentration.
4. Confirm daily RAS and WAS rates with flow metering data.

With the assumptions made based on literature, recommended operations for oxidation ditch plants, and staff information, the modeling shows that the plant could be capable of reducing their effluent TN to less than 10 mg/L by incorporating the following changes/improvements:

1. Send all RAS to headworks to mix with the influent.
2. Send all flow through each selector basin quarter to maximize selector tank HRT.
3. Re-install functional selector basin mixers and use timers for on/off operation.

4. Re-install functional mixed liquor return (MLR) pumps for internal recycle and set the rate to approximately 2.5 x influent (field verify actual rate).
5. Influent and RAS should mix in the selector tank with the internal recycle.

Attachments:
Calibrated BioWin Model Report
Optimized BioWin Model Report

November 6, 2026

City of Canton, MN
106 N Main Street PO Box 92
Canton, MN 55922

Attn: Anne Kohila, City Clerk

RE: Quality Assurance Testing Proposal
Canton Utility Improvements
Canton, Minnesota
AET Proposal No. P-0057301

Dear Ms. Kohila:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced project. This proposal has been prepared in response to the recent proposal request by WHKS, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

We understand utility improvements are planned across multiple city streets in Canton, Minnesota. Construction is anticipated to begin in the fall of 2026 and through 2027. The project will include new water, sanitary, and storm facilities along selected streets, as well as new aggregate base, bituminous pavements and limited concrete sidewalks, curb, and driveways.

Plans and Specifications were prepared by WHKS & Co. We understand Construction Inspection and Contract Management of the project will be performed by WHKS & Co.

GEOTECHNICAL INFORMATION

A geotechnical exploration and analysis was performed for this project by AET. The results were presented in our Report of Geotechnical Exploration, dated September 23, 2025 (AET Project No. P-0040321). Reference should be made to that report for more details regarding site conditions and recommendations.

PROJECT APPROACH

During the construction improvements, AET will provide experienced Engineering Technicians to perform sampling and material testing services in accordance with the 2026 SALT Schedule

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of Materials Control (SMC) and project specific testing requirements referenced in the Project Manual.

SCOPE OF SERVICES

Based on our review of the available plans and our experience with WHKS & Co. on similar projects, our anticipated scope of services is outlined below. These services will be provided on an on-call basis, coordinated through authorized WHKS & Co. field personnel. Any services not expressly identified in our scope of services is excluded from our contract responsibility.

Soils Sampling and Testing

Our estimate of the sampling and testing to be performed on the grading and base items is based on the requirements of MnDOT's "Specified Density Method" and in accordance with the 2026 SALT SMC. AET will perform Relative Density testing (Proctor) as well as in-place density and moisture testing on the following materials:

- Utility Trench Backfill
- Select Granular
- Subgrade Preparation
- Class 5 Aggregate Base

Project documents specify that compaction of the aggregate base Class 5 be by the specified density method. He have assumed the testing frequency for this material will be the same as called out for the DCP method in accordance with the 2026 SALT SMC.

AET will perform the sampling of the soils, granular materials, and Class 5 Aggregate Base materials and transport the samples to our Rochester, Minnesota laboratory. WHKS & Co. personnel will update AET on the schedule of material placement, material sources (including changes in source), and changes in quantities.

Subgrade/Base Proof Roll Observations

We have assumed that WHKS personnel will perform observations of the test rolling of pavement subgrade materials.

Bituminous Plant Inspection

Although called out for in the 2026 SALT SMC, we have assumed that bituminous plant monitoring and sampling will be waived for this project. If these services are determined to be necessary, a revised scope can be evaluated at that time.

Concrete Sampling and Testing

We understand WHKS will perform the field testing of the plastic concrete and will deliver the field cured concrete specimens to our Rochester lab for curing and compressive strength testing.

We have assumed WHKS & Co. personnel will be compiling the concrete batch tickets and certificates of compliance for the concrete.

Concrete Plant Inspection

Although called out for in the 2026 SALT SMC, we have assumed that concrete plant monitoring and sampling will be waived for this project. If these services are determined to be necessary, a revised scope can be evaluated at that time.

REPORTING

AET staff will prepare reports for the WHKS & Co. to review. These reports will include the results of our field and laboratory testing as performed per the 2026 SALT Schedule of Materials Control and testing frequencies referenced in the project documents. AET will complete the Preliminary Grading and Base Report and the Final Grading and Base Report, once provided with final project quantities. Daily field reports will also be prepared and made available upon request. AET will also provide a roster of certified personnel performing testing on the project, as well as the completed IA report (if required).

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. The rates are from the annual fee schedule for 2026 projects.

We have estimated a "minimum required estimate" for the project which estimates the tests needed to satisfy the requirements as defined in the 2025 Schedule of Materials Control, and the project documents. We propose a budget cost estimate of **$39,504.00**. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions, or retesting. These variations will affect the actual invoice

totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the enclosed Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,
American Engineering Testing

Steve L. Mullen, PE
Manager/Senior Engineer
smullen@teamAET.com
507-281-3547

Matt Friedman
Field Engineer
mfriedman@teamaet.com
507-281-3547

Attachments: Materials Testing Estimate
Terms and Conditions
Certificate of Insurance
W9

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0057301

SIGNATURE:_____

PRINTED NAME:_____

COMPANY:_____

ADDRESS: _____

PHONE NUMBER AND EMAIL:_____

DATE:_____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME:_____

BILLING/MAILING ADDRESS:_____

AP PHONE NUMBER AND INVOICE EMAIL:_____

P.O. NO./ PROJECT NO.: _____

AMERICAN
ENGINEERING TESTING

Materials Testing Estimate– Project Specials
Canton, MN Streets

Material	Units	Quantity	Trips	Hours	Agency Testing & Frequency	# of Tests		Cost per Test ($)	Cost ($)	
						Minimum	Likely		Minimum	Likely
Agg Subbase Breaker Run	CY	6,727	1	3	Gradation (1 per project per fraction)	1	1	150.00	150.00	150.00
Agg Pipe Foundation	CY	592	1	3	Gradation (1 per project per fraction)	1	1	150.00	150.00	150.00
Select Granular	CY	200	1	4	Gradation (1 per 40,000 CY)	1	1	150.00	150.00	150.00
					Proctor (1/soil type)	1	1	205.00	205.00	205.00
					Nuclear Gauge Rental (Daily)	1	1	85.00	85.00	85.00
					Relative Moisture (1/10,000CY)	0	0			
					Penetration Index DCP (1/2,000 CY)	0	0	70.00	0.00	0.00
Watermain Storm Sewer Sanitary Sewer Services	LF	20,090	26	91	Proctor (1/soil type)	5	5	205.00	1025.00	1025.00
					Trenches, Specified Density Nuclear Gauge (2 per 500ft, 1 per 5 services)	3	3	0.00	0.00	0.00
					Nuclear Gauge Rental (Daily)	26	26	85.00	2210.00	2210.00
					Relative Moisture (1/10000 CY, 10 max)	0	0	60.00	0.00	0.00
Aggregate Base Class 5	Ton	9,866	15	45	Gradation (1 lot per 2000cy)	10	10	150.00	1500.00	1500.00
					Penetration Index DCP (1/500 CY)	0	0	70.00	0.00	0.00
					Relative Moisture (1/1000 CY, 10 max)	10	10	60.00	600.00	600.00
					Nuclear Gauge Rental (Daily)	10	10	85.00	850.00	850.00
					Percent Crushed (1/source, if required)	0	0	235.00	0.00	0.00
					LAR (1/source, if required)	1	1	205.00	205.00	205.00
					Insoluble Residue (1/source, if required)	1	1	410.00	410.00	410.00
					Litho Exam & Shale Float Test (assumes carbonate rock source)	0	0	505.00	0.00	0.00
Subgrade Preparation	STA	118	3	9	Proctor (1/soil type)	2	2	205.00	410.00	410.00
					Specified Density Nuclear Gauge Rental (Daily)	2	2	85.00	170.00	170.00
					Penetration Index DCP (1/25 STA)	0	0	70.00	0.00	0.00
					Test Roll Observations - Included in hourly rate					
					Relative Moisture (1/25 STA)	0	0	60.00	0.00	0.00
Concrete - Sidewalk, Pedestrian Ramps, Curb & Gutter, Driveway	CY	85	0	0	Plastic Concrete Testing (first load then each 100 CY)	0	0	0.00	0.00	0.00
					Concrete Compressive Strength, Curing, & Handling 4x8 Cylinders (1 set of 3 per 300 CY)	24	24	45.00	1080.00	1080.00
					Sawing and prep of conc. cylinder specimens (each)	0	0	30.00	0.00	0.00
			47	155					9200.00	9200.00

1. Density testing rates are covered under the nuclear gauge daily rental fee.
2. Relative moisture assumed to be covered with nuclear density testing so no extra tests added.
3. All rates assumed for specified (soils) or max (bituminous) density.

Time and Mileage	Unit	Rate ($)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage, Personal Automobile/Truck	Mile	1.50	5,076	5,076	7,614.00	7,614.00
Level II Engineering Technician	Hour	120.00	155	155	18,600.00	18,600.00
Engineer II, Project Management	Hour	220.00	16	16	3,520.00	3,520.00
Project Administrator	Hour	95.00	6	6	570.00	570.00
				Subtotal =	**30,304.00**	**30,304.00**

	Minimum	Likely
Total Cost Estimate =	**39,504.00**	**39,504.00**

Estimate prepared by: Matt Friedman

State of Minnesota
County of Fillmore

City of Canton

Resolution #2026-22

RESOLUTION CERTIFYING UNPAID CHARGES

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met, heard, and passed upon all objections to the proposed certifications of unpaid charges for municipal fees and utilities; and

WHEREAS, the amounts of bad debt have been minimized through diligent collection efforts by staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Canton, Minnesota as follows:

Such proposed certification of unpaid charges, a copy of which is hereby attached as Exhibit 1 and made a part hereof, is hereby accepted and shall constitute a lien against the lands names herein.

The owner of the assessed property may, at any time prior to certification of the assessment to the county auditor, pay the whole assessment and any penalty on such property to the city clerk/deputy clerk except that if payment for the full assessment is received within thirty days after this resolution's adoption no penalty shall be owed. The property owner may at any time after certification, pay the county auditor, the entire amount of the assessment remaining unpaid including any penalty and interest accrued to the date of payment.

The clerk shall forthwith transmit a certified copy of this certification role to the County Auditor to be extended on the property tax lists of the county and such certified unpaid charges shall be collected and paid over in the same manner as property taxes.

Passed by the City Council of Canton, Minnesota this 10th day of November 2026.

Kristy Ziegler, Mayor

ATTEST:

Anne Koliha, City Clerk

CITY OF CANTON

RESOLUTION NO. 2026-22

EXHIBIT 1

Certification Listing	Parcel Description	Service	Amount
Jordan Magnuson	104 N Ash St (Parcel #09.0036.000)	Water, Sewer, Garbage	$ 1,754.25

STATE OF MINNESOTA

COUNTY OF FILLMORE

Authentication Certification

I, the undersigned, being the duly qualified City Clerk of the City of Canton, certify that the attached Resolution of the City Council adopting a certification of unpaid charges under the Minnesota Basic Code of Ordinances, is a true copy of the original, of which is on file at the City of Canton.

Dated this 10th day of November, 2026

_____

Anne Koliha
City Clerk
City of Canton

State of Minnesota
County of Fillmore

City of Canton

Ordinance #2026-01

AN ORDINANCE ADOPTING A SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES, LICENSES AND PERMITS FOR 2026

Whereas, the City of Canton has adopted the Minnesota Basic Code of Ordinances as it has been amended and supplemented to be its city code and that code permits the city to adopt by ordinance a schedule of fees and charges for various services, licenses and permits;
Now, therefore be it resolved, that the City Council of Canton ordains:
Section 1. All fees and charges in effect as of the date of the adoption of the city code for the city shall remain in effect unless otherwise modified by the provisions of this ordinance. All citations below are to various sections of the city code unless otherwise indicated.
Section 2. The following are the fees and charges for the permits, licenses and services listed below which are referenced to the section of the city code which authorizes their establishment:

Administrative Fees	
Administrative Fees	$50.00
Administrative Fees – Certifying Unpaid Charges	$100.00
Copies	$0.25
Election Filing Fee	$3.00
NSF: Returned Check	$30.00
Lawn Mowing by City (minimum 1 hour)	$75.00/hour
Snow Removal by City (minimum 1 hour)	$75.00/hour
Parking Citation	$25.00
Unlawful Deposit of Waste or Refuse	$100.00
Alcohol Licenses	
On-Sale License	$600.00
On-Sale Sunday Surcharge	$10.00
Off-Sale License	$100.00
Annual Animal Licenses	
Cat & Dog Annual tag fee (Jan.1-June 30 and new animals)	$5.00
Cat & Dog Annual tag fee – Late (after July 1)	$15.00
Cat & Dog Duplicate tag fee	$5.00
Chicken Annual fee (Jan. 1 – June 30 & new license)	$10.00
Chicken Annual fee – Late (after July 1)	$20.00
Animal At Large Citation	$50.00
Fire Department Services	
Call Response	$350.00
Hourly Charge After First Hour	$350.00
Mutual Aid Response	Per agreement by department
Heavy Equipment Use	Actual cost passed on by owner

44

Planning & Zoning Fees	
Land Use Permit Application – Living Space *Living space projects including attached garages, decks and porches*	$7.50/100 square feet
Land Use Permit Application – Other Structures	$5.00 per 100 square feet
Land Use Variance Application	$200.00
Land Use Conditional Use Application	$200.00
Interim Permit for Home Occupation	$50.00
Fee for Construction Without Proper Permits	$400.00
Recreational Vehicle/Golf Cart Permits	
Annual permit fee (Jan. 1 – June 30 and new vehicles)	$10.00
Annual permit fee – Late (after July 1)	$20.00
Town Hall Rentals	
Weekend Rental (Friday after 5pm thru Sunday)	$500.00
Daily Rental	$250.00
Hourly Rental (Two hour minimum)	$30.00
Security Deposit (For Daily & Weekend Rentals)	$200.00
Refuse Collection Rates	
Garbage Tote – Small Monthly Fee	$11.45
Garbage Tote – Medium Monthly Fee	$12.97
Garbage Tote – Large Monthly Fee	$14.46
Recycling Monthly Fee	$4.75
Tote Transfer Fee	$25.00
Sanitary Sewer Rates	
Base Monthly Fee	$43.00
Per 1,000 Gallons Used	$7.00
New Service Connection	$200.00
Water Rates	
Base Monthly Fee	$39.00
Per 1,000 Gallons Used	$6.00
New Service Connection/Meter Replacement	$380.00
Bulk Water Base Fee	$40.00
Bulk Water Per 1,000 Gallons Used	$6.00
Disconnection and/or Reconnection Fee	$75.00
Unmetered Water Monthly Base Rate	$50.00

Passed and adopted by the City Council of Canton, Minnesota this 10th day of December 2025.

Kristy Ziegler, Mayor

ATTEST: Anne Koliha
Anne Koliha, City Clerk

State of Minnesota
County of Fillmore

City of Canton

Resolution #2026-23

RESOLUTION TO CERTIFY RESULTS OF THE 2026 GENERAL ELECTION (Canvass Election)

WHEREAS, the City of Canton held an election for the Office of Mayor and two Council Members at large on Tuesday, November 3, 2026, during the General Election with 114 persons voting, and;

WHEREAS, on this 10th day of November, 2026, the city council has met to canvass said election results, and;

WHEREAS, the votes tabulated at said election were:

OFFICE OF MAYOR	
Kristy Ziegler	86
Write-ins	19

COUNCIL MEMBER AT LARGE (2)	
Jason Magnuson	27
Jeremy Hanson	63
Bailey Hanson	81
Write-ins	17

NOW, THEREFORE BE IT RESOLVED, the official election results for the Office of Mayor for the term of 2027-2028 indicate Kristy Ziegler as the candidate receiving the greatest number of votes, and;

BE IT FURTHER RESOLVED, the official election results for the office of Council Member at large (2 positions) for the term of 2027-2030 indicate Bailey Hanson and Jeremy Hanson are the two candidates receiving the greatest number of votes.

Passed by the City Council of Canton, Minnesota this 10th day of November 2026.

_____

Kristy Ziegler, Mayor

ATTEST:

_____

Anne Koliha, City Clerk

Abstract of Votes Cast
In the Precincts of the City of Canton
State of Minnesota
at the State General Election
Held Tuesday, November 3, 2026

as compiled from the official returns.

Summary of Totals
City of Canton
Tuesday, November 3, 2026 State General Election

Number of persons registered as of 7 a.m.	191
Number of persons registered on Election Day	3
Number of accepted regular, military, and overseas absentee ballots and mail ballots	114
Number of federal office only absentee ballots	0
Number of presidential absentee ballots	0
Total number of persons voting	114

Summary of Totals
City of Canton
Tuesday, November 3, 2026 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Mayor (Canton)

NP	WI
Kristy Ziegler	WRITE-IN
86	19

Council Member At Large (Canton) (Elect 2)

NP	NP	NP	WI
Bailey Hanson	Jeremy Hanson	Jason Magnuson	WRITE-IN
81	63	27	17

L 8

Detail of Election Results
City of Canton
Tuesday, November 3, 2026 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
23 0030 : CANTON	191	3	114
City of Canton Total:	191	3	114

49

Detail of Election Results
City of Canton
Tuesday, November 3, 2026 State General Election

Office Title: Mayor (Canton)

Precinct	NP Kristy Ziegler	WI WRITE-IN
23 0030 : CANTON	86	19
Total:	**86**	**19**

Office Title: Council Member At Large (Canton) (Elect 2)

Precinct	NP Bailey Hanson	NP Jeremy Hanson	NP Jason Magnuson	WI WRITE-IN
23 0030 : CANTON	81	63	27	17
Total:	**81**	**63**	**27**	**17**

50

We, the legally constituted canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the State General Election held on Tuesday, November 3, 2026

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Canton Clerk. Witness our official signature at _____ in _____ County this _____ day of _____, 2026.

_____
Member of canvassing board

_____
Member of canvassing board

_____
Member of canvassing board

_____
Member of canvassing board

_____
Member of canvassing board

_____
Member of canvassing board

_____
Member of canvassing board

5

State of Minnesota
City of Canton

I, _____, Clerk of the City of Canton do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Canton State General Election held on Tuesday, November 3, 2026.

Witness my hand and official seal of office this _____ day of _____, 2026.

_____

52

CITY OF CANTON COMPLAINT FORM

COMPLAINT DESCRIPTION

DATE/TIME 10-13-2026 10:00 Am LOCATION OF COMPLAINT 308 Hudson AVE

PROPERTY OWNER Dawn Tom & Joe TENANT Dawn Tom & Joe

DESCRIPTION OF COMPLAINT *(USE BACK OF FORM IF NECESSARY)*

The Holy Please is a Desaster its a mess
Looks Jack Hell! Just look at it pleases
Thank You! animal Kingdom Beaters Skunks
Wood Chucks & Brown Hogs its a living place
for for foure Them! Thank you!

DO YOU WANT THIS COMPLAINT TAKEN TO THE CITY COUNCIL? yes!

CONTACT INFORMATION

NAME Steward John Fishbaugher PHONE NUMBER 507-743-8479

ADDRESS Po Box 105 300 W Hudson AVE

EMAIL ADDRESS —

ACKNOWLEDGEMENT

SIGNATURE Stuart John Fishbaugher DATE 10-13-2025

To the best of my knowledge, the information I have provided is true and factual.

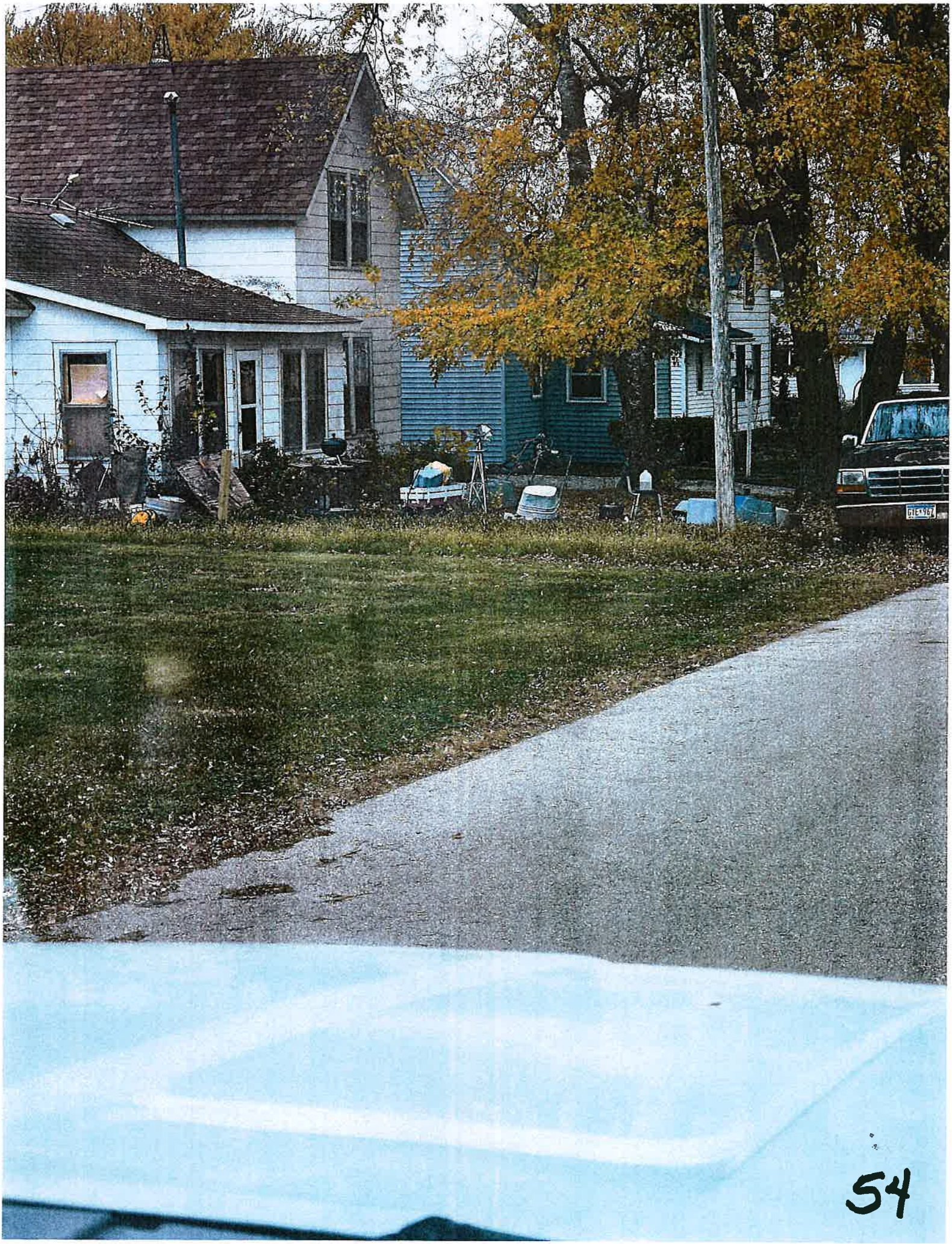
RETURN TO CANTON CITY HALL

TO BE COMPLETED BY THE CITY

DATE RECEIVED 10-15-26 REVIEWED BY Anne Koliha-Clerk

ACTION TAKEN

THE CITY OF CANTON IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.





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

Contract for Professional Services

This Professional Services Contract (the "Contract") is entered into on November 4, 2026 by and between:

*Professional Service Provider: **City of Canton** located at 106 N Main St, Canton, MN 55922 (the "Provider")

*Client: **City of Fountain** located at 104 Main St, Fountain, MN 55935 (the "Client")

1. Scope of Services

The Provider agrees to provide administrative clerical services to the Client as outlined below:

2. Services Included

The administrative clerical services shall include but are not limited to:

All duties associated with the Clerk/Treasurer position

3. Terms of Contract

This Contract to be effective as of November 1, 2026 and shall continue until services are no longer needed.

4. Payment Terms

The Provider will submit itemized invoices for payment to the Client monthly.

The Client agrees to pay the Provider $38 per hour plus travel expenses.

Provider: City of Canton

_____

Kristy Ziegler, Mayor

Date:_____

Client: City of Fountain

_____

Ron Reisner, Mayor

Date:_____

CITY OF CANTON PERMIT APPLICATION

LAND USE

Names of all Landowners: MATT SNYDER Phone #: 770 330 7107

LINDA SNYDER Phone #: 770 296 8328

Phone #:

Property Address: 500 W Hwy 52

City, State, Zip: CANTON MN 55922

Parcel #: 090 001 020 Legal Description from deed, abstract or Recorders Office:

See attached exhibit A

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

Proposed Project: OUTBUILDING Total # of bedrooms N/A
(New home, addition, move in a structure, outbuilding or other.)

Estimated cost: $100K.

Total Square Footage:	Length		Width		Total
Basement	N/A	x	N/A	=	
1st level	60	x	~~35~~ 40	=	2400
2nd level	N/A	x	N/A	=	
Attached Garage	N/A	x	N/A	=	
Porch or Deck	N/A	x	N/A	=	
Total Square Footage	60	x	~~35~~ 40	=	2400

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 $~~180~~ 120.00 AK (NO REFUNDS)

RECEIVED
NOV X 4 2026
City of Canton

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. ~250'
2. Setback from Front yard. ~150'
3. Setback from Rear yard. ~150'
4. Setback from Side yard. ~450'

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

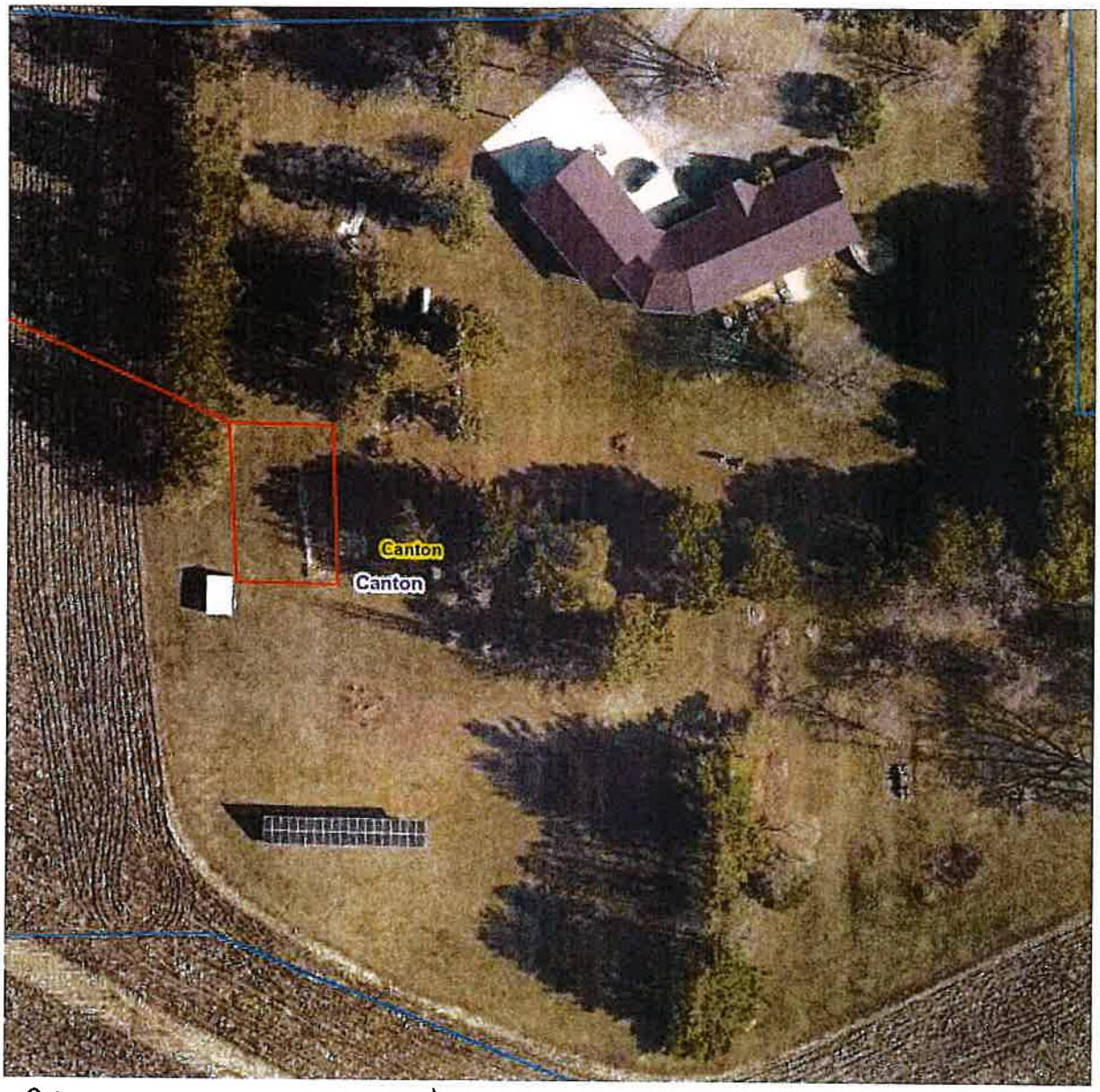
Matt Snyder	11/3/2026
Name	Date
Dixie Snyder	11/3/2026
Name	Date
Name	Date

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

Office Use Only:
Planning Commission Reviewed: ___Recommend Approval ___Denied

Zoning Administrator Signature Date

City Council meeting date:_____ ___Approve ___Deny



Matt & Linda Snyder
500 W Hwy 52

Exhibit A

That part of the SW 1/4 of the SE 1/4 of Section 20, Township 101 North, Range 9 West described as follows;
Beginning at the SE corner of said SW 1/4 SE 1/4 thence N1°10'24"W 582.98 feet; thence S88°46'51"W 400 feet, to the point of beginning of the tract of land to be herein described; thence N1°10'24"W 300 feet; thence S88°46'51"W 50 feet; thence n1°10'24"W 100 feet; thence S88°46'51"W 100 feet thence n1°10'24"W 200 feet more or less, to the south Right of Way line of the Trunk Hwy 52; thence west along said south right of way of Trunk Highway 52 to the west line of said SW 1/4 SE 1/4; thence south along said west line of said SW 1/4 SE 1/4 to the north right of way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence southeasterly along said Railroad Right of way to a point directly West of the point of beginning, thence east 125 ft more or less to the point of beginning; containing 7.85 acres more or less. Subject to Easements of Record

09.0001.020



A NEW BIKE TRAIL COMMITTEE HAS BEEN FORMED FOR EXTENDING THE TRAIL FROM HARMONY TO MABEL.

THE FIRST MEETING WILL BE NOV. 17 AT 5:00 PM AT THE HARMONY LIBRARY

PLEASE PASS THIS ALONG TO THE MAYOR, COUNCIL & STAFF.
PLEASE SEND A REPRESENTATIVE(S).