

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JANUARY 3, 2023, 7:00 PM
AGENDA

1. SWEARING IN OF NEW COUNCILMEMBERS
2. ELECTION OF MAYOR PRO TEMPORE
3. CALL TO ORDER/ROLL CALL
4. MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
5. APPROVAL OF AGENDA
6. PUBLIC COMMENT

Those wishing to speak must state their name and address for the record. Each person will have three (3) minutes to make his/her remarks. Speakers will address all comments to the City Council as a whole and not one individual councilmember. The Council may not take action on an item presented during the Public Comment period. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow up.

7. REQUESTS AND PRESENTATIONS
8. CONSENT AGENDA
 - A. Minutes: Council Meeting–December 20, 2022
 - B. Payroll & Expenditures
9. ACTION AGENDA
 - A. Resolution 23-01 Approving Acquisition of Real Property
10. REPORTS
 - A. Interim City Manager’s Report
 - B. Commission Reports
11. ANNOUNCEMENTS
12. ADJOURNMENT

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, DECEMBER 20, 2022

CALL TO ORDER/ROLL CALL

1 The regular Waseca City Council meeting was called to order by Mayor Srp at 7:00 p.m.

Councilmembers Present: Mayor Roy Srp Daren Arndt
Mark Christiansen Jeremy Conrath
John Mansfield Allan Rose
Stacey Schroeder

Staff Present: Carl Sonnenberg, Interim City Manager
Alicia Fischer, Finance Director
Tina Wilson, PCED, Economic Development Manager
Bill Green, Planning and Zoning Coordinator
Julia Hall, City Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

2 A moment of silence was observed. The Pledge of Allegiance to the Flag was recited.

APPROVAL OF AGENDA

3. Motion to approve agenda as written was made by Conrath, seconded by Arndt. Motion carried 7-0.

PUBLIC COMMENT

4. Michael and Stephanie Larson, 405 5th Avenue SW; Requested to have a fire call fee of \$500 either reduced or waived.
Motion to reduce to \$250 was made by Mansfield, seconded by Srp, with discussion that past fees had been waived in total.
Motion was amended to waive the full \$500 fee by Mansfield, seconded by Srp. Motion carried 6-1. (Nay Christiansen who would like to review all fees in the next year.)

REQUESTS AND PRESENTATIONS

5. Carl Sonnenberg, Interim City Manager, presented each Council Member Allan Rose and Mayor Roy D. Srp pla ues to read to each other on their last council meeting before they both retire. Mayor (and Councilmember) Roy D. Srp with 31 years and Councilmember (and Mayor Pro Tem) Allan Rose with 26 years.

CONSENT AGENDA

6. Motion to approve the consent agenda as presented was made by Rose, seconded by Arndt. Motion carried 7-0.

ACTION AGENDA

7.
 - A. Motion was made by Mansfield to approve Resolution 22-65: Goebel Fence Variance- 730 8th Street, NE. Seconded by Arndt, motion carried 7-0.
 - B. Mayor Srp read into record a letter he received from Eli Lutgens with Waseca County Pioneer. Representatives from Waseca County News and Waseca County Pioneer were available to answer questions. Motion made to Christiansen designating Waseca County News as the Official City Newspaper for 2023, seconded by Schroeder. Motion carried 6-1. (Nay Mansfield.)
 - C. Adopting the 2023 General Fund & Utility Budgets
 1. Motion was made by Conrath to approve Resolution 22-68 Adopting the 2023 Levy, seconded by Rose. Motion carried 6-1. (Nay Mansfield.)
 2. Motion was made by Christiansen to approve Resolution 22-69: Adopting 2023 Annual City Budget, seconded by Rose. Motion carried 6-1. (Nay Mansfield.)
 - D. Motion was made by Conrath to approve Resolution 22-61: Adopting 2023 EDA Levy, seconded by Mansfield. Motion carried 6-1. (Nay Mansfield.)
 - E. Motion was made by Conrath to approve the draft Lewer Property Lease as written, seconded by Rose. Motion carried 7-0.
 - F. Tina Wilson, PCED, City Economic Development Manager reported on a upcoming Commercial Tax Abatement Request for 2300 Brown Avenue. Motion was made by Schroeder for Staff to continue with the process, seconded by Arndt. Motion carried 7-0.
 - G. Motion was made by Conrath to approve Resolution 22-64: Accepting Grant from Mayo Clinic Health System Waseca for Water Park ADA Equipment, seconded by Rose. Motion Carried 7-0. A note was added by Mansfield that former Councilmember Ted Conrath was an integral part of starting the conversation to receive the grant.
 - H. Motion was made by Conrath to approve Resolution 22-70 Amending the 2022 Budget, seconded by Srp. Motion carried 7-0.
 - I. Motion was made by Arndt to approve Resolution 22-71: Setting Street Light Rate Structure, seconded by Rose. Motion carried 7-0.
 - J. Motion was made by Mansfield to Approve IBEW Union Contract, seconded by Rose. Motion carried 7-0.

REPORTS

8.
 - A. Interim City Manager's Report
 1. The Recovery Coordinator Grant is coming to an end and Paul Snook the Recovery Coordinators contract ends December 30, 2022.

2. HK Solutions did complete the work where the deadline was extended at the last Council Meeting on the new deadline. Final payment request will be presented at the January 17th council meeting.
3. The budget savings clarification for the personnel cuts and changes was handed out.

B. Commission Reports

1. Planning Commission presented by Arndt:
 - a. They approved the variance resolution that was presented in item 7A.
 - b. They approved their 2023 meeting dates.
2. Economic Development Authority presented Mansfield:
 - a. They discussed TPC Steel and the items in 7F.
 - b. The coffee shop that was projected to go in North State Street has hit some delays with MNDot that the Owner is trying to work through.
 - c. The possible Coop that was looking to come to Waseca is paused, the Owner is formalizing his plans.
3. Discover Waseca Tourism presented by Conrath:
 - a. Working on possible electric scooters
 - b. Looking at doing an annual night out in the City, if anyone has any ideas please let them know.
4. Airport Board presented by Rose:

The ceremony for the naming of the Maynard Stensrud field is Tuesday December 27 at noon, out at the airport.

ANNOUNCEMENTS

9.

- A. Councilmember Christiansen announced:
 1. Good luck be safe to the snowblowers
 2. Happy Holidays
 3. To Mayor Srp and Councilmember Rose, best of luck and thank you for your guidance.
- B. Councilmember Arndt announced:
 1. Did not mean to offend anyone in any prior meetings.
 2. Thank you to Mayor Srp and Councilmember Rose.
- C. Councilmember Rose announced:
 1. Thank you for the 26 years of memories.

- D. Councilmember Mansfield
 - 1. Wish everyone a Merry Christmas
 - 2. Honor serving with you Mayor and Councilmember Rose

- E. Councilmember Conrath announced:
 - 1. Merry Christmas and Happy New Year
 - 2. Will miss both Mayor Srp and Councilmember Rose.

- F. Councilmember Schroeder announced:
 - 1. Craig Youngberg gave his final sign-off at the Fire Station after 25 years and wishes him the best.
 - 2. Also thank you to Mayor Srp and Councilmember Rose
 - 3. Kudos to the City Crews stay warm and stay safe
 - 4. Thank you to those working over the holiday weekend.

- G. Mayor Srp announced:
 - 1. Councilmember Mansfield seconded a motion, after he said how he opposed it and that is how the council works, you may be opposed to something but he seconded the motion so they could have the open forum discussion.
 - 2. Grateful to Stacey Schroeder for making her first motion, he remembered how “petrified” he was making his first motion years before, and it got easier.
 - 3. He will miss the position and the people coming to talk to him and representing the people of the City of Waseca.

ADJOURNMENT

10. There being no further business to be brought before the Council, it was moved by Arndt to adjourn the meeting at 8:57 p.m., seconded by Conrath. Motion carried 5-2. (Nay Rose and Mansfield)

MAYOR PRO TEMPORE

JULIA HALL
CITY CLERK

Micah Fischer

8B

LIST OF EXPENDITURES

January 3, 2023



City Council	0.00
Streets	29,674.74
Parks	11,451.49
Wastewater	9,129.94
Utility Administration	4,972.19
Utility Offices	7,673.65
Electric	14,301.24
Water	10,716.49
Building and Code Compliance	2,920.11
Police	65,861.30
Administration	2,946.29
Community Aides	597.84
Fire	14,172.83
Paid On Call Fire Department	0.00
PEG	309.21
Election Judges	0.00
Finance	10,142.34
Connections	2,625.30
Community Development	2,090.05
Engineering	15,751.63
Recreation	2,345.28
Econ Development	<u>6,647.34</u>

Total Gross Payroll 214,329.26

*Less- Payroll Deductions (68,123.64)

Net Payroll Cost \$ 146,205.62

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:

December 16, 2022-December 29, 2022

Includes check #'s 158785-158824

Bank ACH Withdrawals..... 554,573.63

GRAND TOTAL EXPENDITURES \$ 700,779.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
12/29/2022	122223	MN Sales and Use Tax Payable	Sales Tax Payable	101-20210-0000	2.21	M
Total 101202100000:					2.21	
12/29/2022	122233	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 12/25/202	101-21701-0000	22,507.69	M
Total 101217010000:					22,507.69	
12/29/2022	122229	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 12/25/2022	101-21702-0000	10,171.07	M
12/29/2022	122228	MN Department of Revenue	GARNISHMENT Pay Period: 12/25/2022	101-21702-0000	453.43	M
Total 101217020000:					10,624.50	
12/29/2022	122233	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/25/2022	101-21703-0000	8,055.43	M
12/29/2022	122233	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/25/2022	101-21703-0000	8,643.10	M
Total 101217030000:					16,698.53	
12/29/2022	122230	Public Employees Retirement Assn (ACH adj		101-21704-0000	.07	M
12/29/2022	122230	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 12/25/2022	101-21704-0000	1,378.32	M
12/29/2022	122230	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 12/25/20	101-21704-0000	8,959.34	M
12/29/2022	122230	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 12/25/2022	101-21704-0000	7,729.33	M
12/29/2022	122230	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 12/25/20	101-21704-0000	8,959.34	M
12/29/2022	122230	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 12/25/2022	101-21704-0000	11,593.97	M
Total 101217040000:					38,620.37	
12/29/2022	122233	ACH Internal Revenue Service	MEDICARE Pay Period: 12/25/2022	101-21712-0000	2,881.05	M
12/29/2022	122233	ACH Internal Revenue Service	MEDICARE Pay Period: 12/25/2022	101-21712-0000	3,018.48	M
Total 101217120000:					5,899.53	
12/29/2022	122234	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 12/25/2022	101-21713-0000	1,350.00	M
12/29/2022	122234	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 12/25/2022	101-21713-0000	744.00	M
Total 101217130000:					2,094.00	
12/29/2022	122232	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 12/25/2022	101-21714-0000	350.00	M
12/29/2022	122232	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 12/25/2022	101-21714-0000	582.69	M
Total 101217140000:					932.69	
12/29/2022	122222	Medsurety	Flex Reimbursement	101-21716-0000	323.03	M
12/29/2022	122224	Medsurety	Flex Reimbursment	101-21716-0000	358.48	M
12/29/2022	122225	Medsurety	Flex Reimbursement	101-21716-0000	6.94	M
12/29/2022	122236	Medsurety	HSA Contribution Pay Period: 12/25/2022	101-21716-0000	523.52	M
Total 101217160000:					1,211.97	
12/29/2022	122231	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 12/25/2022	101-21717-0000	972.76	M
Total 101217170000:					972.76	
12/21/2022	158785	United Healthcare	January Payment	101-21720-0000	81,825.31	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101217200000:					81,825.31
12/29/2022	20221045	Waseca Art Center	2nd half city contribution	101-41110-4455	1,500.00
12/29/2022	158823	Waseca County Historical Society	2nd Half City Contribution	101-41110-4455	2,250.00
Total 101411104455:					3,750.00
12/29/2022	20221038	SMART Transit	2nd Half City Contribution	101-41110-4730	10,200.00
Total 101411104730:					10,200.00
12/29/2022	158802	City of Waseca	Petty cash reimb	101-41320-2000	14.12
Total 101413202000:					14.12
12/29/2022	158817	Shred-it USA LLC	Monthly Service	101-41320-3100	21.67
Total 101413203100:					21.67
12/29/2022	158802	City of Waseca	Petty cash reimb	101-41320-3300	27.28
Total 101413203300:					27.28
12/29/2022	158801	Cintas Corporation	First aid cabinet supplies - City Hall	101-41940-2170	97.11
Total 101419402170:					97.11
12/29/2022	158808	Jetter Clean Inc.	Drain cleaning	101-41940-2230	347.50
Total 101419402230:					347.50
12/29/2022	20221039	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	367.50
12/29/2022	20221039	Stoltz Cleaning Services LLC	City Hall Cleaning and 4th qtr duties	101-41940-3100	742.50
12/29/2022	20221039	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	367.50
12/29/2022	20221039	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	294.00
Total 101419403100:					1,771.50
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-41940-3200	238.07
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-41940-3200	147.72
Total 101419403200:					385.79
12/29/2022	158799	Centerpoint Energy	Monthly Billing	101-41940-3800	730.84
Total 101419403800:					730.84
12/29/2022	20221031	Innovative Office Supply	Office Supplies - Police	101-42100-2000	54.73
Total 101421002000:					54.73
12/29/2022	20221029	Harren, Andrew	Uniform Allowance	101-42100-2180	28.29
12/29/2022	20221037	Schroeder, Timothy	Uniform Allowance - Schroeder	101-42100-2180	344.50
12/29/2022	20221040	Streicher's	uniform return	101-42100-2180	209.98-
12/29/2022	20221040	Streicher's	uniform - Luiken	101-42100-2180	229.96

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421002180:					392.77
12/29/2022	158801	Cintas Corporation	First Aid - Police	101-42100-2190	53.67
Total 101421002190:					53.67
12/29/2022	158811	Least Services Counseling LLC	Counceling Service	101-42100-3000	1,230.62
Total 101421003000:					1,230.62
12/29/2022	158800	Cintas Corp	Mats - PD	101-42100-3100	8.98
12/29/2022	158817	Shred-it USA LLC	Monthly Service	101-42100-3100	21.67
12/29/2022	20221039	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	78.75
12/29/2022	20221039	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	78.75
12/29/2022	20221039	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42100-3100	78.75
Total 101421003100:					266.90
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-42100-3200	238.07
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-42100-3200	425.50
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-42100-3200	44.74
Total 101421003200:					708.31
12/29/2022	158799	Centerpoint Energy	Monthly Billing	101-42100-3800	604.14
Total 101421003800:					604.14
12/29/2022	158803	City of Waseca	Compliance Check	101-42100-4640	100.00
12/29/2022	158803	City of Waseca	Compliance checks	101-42100-4640	150.00
Total 101421004640:					250.00
12/29/2022	122235	MSRS- (DEF COMP)	Youngberg Retirement Payout	101-42200-1110	15,411.17 M
Total 101422001110:					15,411.17
12/29/2022	158810	Jones & Bartlett Learning LLC	Training manuals	101-42200-2170	320.17
Total 101422002170:					320.17
12/29/2022	158806	Fire Safety USA Inc.	Jackets	101-42200-2180	770.00
Total 101422002180:					770.00
12/29/2022	158801	Cintas Corporation	First Aid - Fire	101-42200-2190	71.92
Total 101422002190:					71.92
12/29/2022	20221025	Border States Electric Supply	Heater	101-42200-2210	411.88
Total 101422002210:					411.88
12/29/2022	158800	Cintas Corp	Mats - FD	101-42200-3100	8.99
12/29/2022	20221039	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	78.75

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
12/29/2022	20221039	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	78.75
12/29/2022	20221039	Stoltz Cleaning Services LLC	Public Safety Restroom Cleaning	101-42200-3100	78.75
Total 101422003100:					245.24
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-42200-3200	44.74
Total 101422003200:					44.74
12/29/2022	158799	Centerpoint Energy	Monthly Billing	101-42200-3800	604.14
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-42200-3800	48.20
Total 101422003800:					652.34
12/29/2022	20221026	City Building Inspection Services LLC	building inpsctions	101-42400-3000	5,807.89
Total 101424003000:					5,807.89
12/29/2022	158802	City of Waseca	Petty cash reimb	101-43000-2000	6.64
Total 101430002000:					6.64
12/29/2022	158824	Waseca County License Bureau	Lund Boat Registration	101-43000-2220	21.10
Total 101430002220:					21.10
12/29/2022	158802	City of Waseca	Petty cash reimb	101-43000-3200	3.40
12/29/2022	122227	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					83.42
12/29/2022	158798	Cemstone Products Co	concrete mix	101-43100-2170	30.96
12/29/2022	158809	JJS Technical Services	air monitor repair	101-43100-2170	433.00
12/29/2022	158812	Lube-Tech & Partners LLC	Hand sprayer	101-43100-2170	197.19
12/29/2022	158814	O'Reilly Automotive Inc	chain lube for sweeper	101-43100-2170	27.98
Total 101431002170:					689.13
12/29/2022	158795	Aramark Uniform Services	uniform service	101-43100-2180	181.70
12/29/2022	158795	Aramark Uniform Services	uniform service	101-43100-2180	181.70
Total 101431002180:					363.40
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-43100-3200	47.75
Total 101431003200:					47.75
12/29/2022	158799	Centerpoint Energy	Monthly Billing	101-43100-3800	840.74
Total 101431003800:					840.74
12/29/2022	20221028	H & J Fuel Inc	Fuel	101-43125-2120	2,070.09
12/29/2022	20221028	H & J Fuel Inc	Fuel	101-43125-2120	3,479.82
12/29/2022	20221028	H & J Fuel Inc	Fuel	101-43125-2120	3,331.48

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101431252120:					8,881.39
12/29/2022	158794	Affordable Lawn Care Inc	Snow Hauling	101-43125-3100	1,785.00
Total 101431253100:					1,785.00
12/29/2022	20221035	M-R Sign Company Inc.	sign bases	101-43170-2170	513.64
Total 101431702170:					513.64
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-45130-3200	241.55
Total 101451303200:					241.55
12/29/2022	158799	Centerpoint Energy	Monthly Billing	101-45130-3800	473.61
Total 101451303800:					473.61
12/29/2022	20221024	Amazon	Staff Uniforms	101-45200-2180	199.96
Total 101452002180:					199.96
12/29/2022	158801	Cintas Corporation	First Aid Cabinet Supplies	101-45200-2190	53.08
Total 101452002190:					53.08
12/29/2022	20221036	MTI Distributing Inc.	Ventrac Snow Blower Cutting Edge	101-45200-2210	256.61
12/29/2022	20221036	MTI Distributing Inc.	Toro Broom Caster Wheel	101-45200-2210	388.21
Total 101452002210:					644.82
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-45200-3200	41.25
Total 101452003200:					41.25
12/29/2022	158799	Centerpoint Energy	Monthly Billing	101-45200-3800	408.51
12/29/2022	158799	Centerpoint Energy	Monthly Billing	101-45200-3800	32.95
Total 101452003800:					441.46
12/29/2022	20221039	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
12/29/2022	20221039	Stoltz Cleaning Services LLC	Librabry Cleaning	101-45500-3100	250.00
12/29/2022	20221039	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	150.00
Total 101455003100:					650.00
12/29/2022	158799	Centerpoint Energy	Monthly Billing	101-45500-3800	673.83
12/29/2022	158804	Consolidated Communications	Monthly Billing	101-45500-3800	71.42
Total 101455003800:					745.25
Total General Fund:					242,755.05
Airport					
12/29/2022	122226	CenturyLink	Airport Phone and Internet	230-49810-3200	112.10 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 230498103200:					112.10
12/29/2022	158799	Centerpoint Energy	Monthly Billing	230-49810-3800	62.92
12/29/2022	122240	Xcel Energy	Airport Electric	230-49810-3800	278.56 M
12/29/2022	122239	Xcel Energy	Airport Electric	230-49810-3800	146.54 M
Total 230498103800:					488.02
Total Airport:					600.12
Economic Development-General f					
12/29/2022	158797	Cardinal Geographics	Retail/Lodging Study - 50% downpayment	261-46700-3100	4,420.00
12/29/2022	158805	DownHome Solutions LLC	Setup and Training of New Loan Software	261-46700-3100	1,800.00
Total 261467003100:					6,220.00
12/29/2022	158805	DownHome Solutions LLC	Loan Software	261-46700-4330	2,052.00
Total 261467004330:					2,052.00
Total Economic Development-General f:					8,272.00
PEG Channel					
12/29/2022	158802	City of Waseca	Petty cash reimb	290-41920-2170	58.09
Total 290419202170:					58.09
12/29/2022	158802	City of Waseca	Petty cash reimb	290-41920-5400	39.73
Total 290419205400:					39.73
Total PEG Channel:					97.82
Water					
12/29/2022	122223	MN Sales and Use Tax Payable	Sales Tax Payable	601-20210-0000	1,205.50 M
Total 601202100000:					1,205.50
12/29/2022	158807	Hawkins Inc	Demurrage	601-49401-2170	190.00
Total 601494012170:					190.00
12/29/2022	158799	Centerpoint Energy	Monthly Billing	601-49401-3800	141.60
12/29/2022	122238	Xcel Energy	November Service	601-49401-3800	181.66 M
Total 601494013800:					323.26
12/29/2022	122233	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/25/2022	601-49430-0000	587.67 M
12/29/2022	122233	ACH Internal Revenue Service	MEDICARE Pay Period: 12/25/2022	601-49430-0000	137.43 M
Total 601494300000:					725.10
12/29/2022	122235	MSRS- (DEF COMP)	Meyer Retirement Payout	601-49430-1110	15,532.28 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494301110:					15,532.28
12/29/2022	158795	Aramark Uniform Services	Uniforms	601-49430-2180	14.90
12/29/2022	158795	Aramark Uniform Services	uniforms	601-49430-2180	14.90
Total 601494302180:					29.80
12/29/2022	20221043	Utility Consultants Inc	Coliform Testing	601-49430-3100	189.00
Total 601494303100:					189.00
12/29/2022	158818	South Central College	Safety Program	601-49430-4940	216.66
Total 601494304940:					216.66
12/29/2022	158804	Consolidated Communications	Monthly Billing	601-49585-3200	63.48
12/29/2022	158821	U.S. Postal Service	Postage - January utility bills	601-49585-3200	502.48
Total 601495853200:					565.96
Total Water:					18,977.56
Sanitary Sewer					
12/29/2022	158808	Jetter Clean Inc.	Sewer Service Cleaning	602-49470-3100	549.50
Total 602494703100:					549.50
12/29/2022	158804	Consolidated Communications	Monthly Billing	602-49470-3200	669.33
Total 602494703200:					669.33
12/29/2022	158799	Centerpoint Energy	Monthly Billing	602-49470-3800	23.73
12/29/2022	158799	Centerpoint Energy	Monthly Billing	602-49470-3800	217.06
Total 602494703800:					240.79
12/29/2022	20221027	Continental Research Corporation	supplies	602-49480-2170	221.06
12/29/2022	20221027	Continental Research Corporation	Hand towels	602-49480-2170	195.02
12/29/2022	158807	Hawkins Inc	Alum	602-49480-2170	6,290.64
12/29/2022	158807	Hawkins Inc	Demurrage	602-49480-2170	40.00
12/29/2022	158807	Hawkins Inc	Demurrage	602-49480-2170	40.00
Total 602494802170:					6,786.72
12/29/2022	158796	Barnum Gate Services Inc	Gate opener	602-49480-2210	117.32
Total 602494802210:					117.32
12/29/2022	158800	Cintas Corp	Floor mat service	602-49480-3100	15.80
12/29/2022	158801	Cintas Corporation	First Aid Cabinet Supplies	602-49480-3100	71.29
12/29/2022	20221034	M & R Electric Inc.	Building Repairs	602-49480-3100	93.00
12/29/2022	20221043	Utility Consultants Inc	Lab Testing	602-49480-3100	1,289.63
Total 602494803100:					1,469.72

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
12/29/2022	158804	Consolidated Communications	Monthly Billing	602-49480-3200	216.29
Total 602494803200:					216.29
12/29/2022	158799	Centerpoint Energy	Monthly Billing	602-49480-3800	2,328.53
12/29/2022	158819	SSI Crestmark MN Holding LLC	WWTP Solar Power	602-49480-3800	7,198.63
12/29/2022	158822	USS MN V MT LLC	WWTP Solar Power	602-49480-3800	1,232.66
Total 602494803800:					10,759.82
12/29/2022	158818	South Central College	Safety Program	602-49480-4940	216.68
Total 602494804940:					216.68
12/29/2022	158804	Consolidated Communications	Monthly Billing	602-49585-3200	63.48
12/29/2022	158821	U.S. Postal Service	Postage - January utility bills	602-49585-3200	502.49
Total 602495853200:					565.97
12/29/2022	158802	City of Waseca	Petty cash reimb	602-49586-3300	13.99
Total 602495863300:					13.99
12/29/2022	158820	Stantec Consulting Services Inc	WWTP Barscreen Project	602-49593-5300	2,019.00
Total 602495935300:					2,019.00
12/29/2022	20221034	M & R Electric Inc.	electric wiring for barscreen and SWP	602-49593-5400	1,084.29
12/29/2022	158815	Parkson Corporation	Bar Screen Renovation	602-49593-5400	30,034.00
12/29/2022	20221044	W W Goetsch Associates Inc.	RAS pump repair	602-49593-5400	8,037.39
Total 602495935400:					39,155.68
Total Sanitary Sewer:					62,780.81
Electric Utility					
12/29/2022	122223	MN Sales and Use Tax Payable	Sales Tax Payable	604-20210-0000	31,842.29 M
Total 604202100000:					31,842.29
12/29/2022	158818	South Central College	Safety Program	604-49571-4940	216.66
Total 604495714940:					216.66
12/29/2022	122237	Xcel Energy	November Service	604-49574-3800	584.83 M
Total 604495743800:					584.83
12/29/2022	158804	Consolidated Communications	Monthly Billing	604-49585-3200	119.04
12/29/2022	158804	Consolidated Communications	Monthly Billing	604-49585-3200	51.22
12/29/2022	158821	U.S. Postal Service	Postage - January utility bills	604-49585-3200	502.49
Total 604495853200:					672.75
12/29/2022	158817	Shred-it USA LLC	Monthly Service	604-49586-3100	21.68

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495863100:					21.68
12/29/2022	20221032	JT Services of MN	LED Streetlight Fixtures	604-49593-5300	987.60
12/29/2022	20221041	T & R Electric Inc.	Transformers	604-49593-5300	2,298.81
Total 604495935300:					3,286.41
Total Electric Utility:					36,624.62
Central Garage Services					
12/29/2022	20221030	IFACS	cutting edge bolts & nuts	701-43180-2210	215.06
12/29/2022	20221033	Kris Engineering Inc.	Blades for grader #23	701-43180-2210	4,597.00
12/29/2022	158816	Paul's Two-Way Radio Repair	Mounts	701-43180-2210	104.85
12/29/2022	20221042	Titan Machinery	loader coupler kit fo snow blower	701-43180-2210	1,850.00
12/29/2022	20221046	Zarnoth Brush Works Inc.	Broom for Ventrac	701-43180-2210	572.00
Total 701431802210:					7,338.91
Total Central Garage Services:					7,338.91
Equipment Replacement Fund					
12/29/2022	158813	MacQueen Equipment Inc.	Air Lifting bags	705-49930-5400	11,440.74
Total 705499305400:					11,440.74
12/29/2022	20221042	Titan Machinery	Loader replacement	705-49950-5400	165,686.00
Total 705499505400:					165,686.00
Total Equipment Replacement Fund:					177,126.74
Grand Totals:					554,573.63

Report Criteria:
 Report type: GL detail
 [Report].Amount = {<>} 0

Title:	Resolution 23-01 approving acquisition of Real Property		
Meeting Date:	January 3, 2023	Agenda Item Number:	9A
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	a. Resolution 23-01 b. Purchase and Sale Agreement dated 2/1/22 c. City Council Minutes dated 2/1/22 d. Permanent Nonexclusive Access Easement dated 1/12/22 e. MPCA Confirmation Decommissioning Lagoon.
Originating Department:	Economic Development	Presented By:	Interim City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: : Staff recommends approval of Resolution 23-01		

BACKGROUND: February 1, 2022, Waseca City Council passed a motion to allow Mayor Srp and former City Manager Lee Mattson to sign a purchase and sales agreement with Conagra for 3 parcels of land. Such action is required to be memorialized by Resolution. No Resolution was passed on February. This is a housekeeping action item.

BUDGET IMPACT: Purchase price \$100 plus closing costs

ALTERNATIVES CONSIDERED: None, this is a confirmation of previously approved city council actions

RECOMMENDATION: Staff recommends approval of Resolution 23-01 confirming the previous actions of Waseca City Council

**CITY OF WASECA, MINNESOTA
CITY COUNCIL RESOLUTION #2023-01**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
WASECA, MINNESOTA, APPROVING THE ACQUISITION OF REAL PROPERTY IN
WASECA, MINNESOTA, AND DISPENSING WITH REVIEW OF THE PURCHASE BY
THE WASECA PLANNING COMMISSION**

WHEREAS, the City of Waseca (“City”) desires to acquire certain real property located in the City of Waseca, Waseca County, Minnesota, described and depicted in the Real Estate Purchase Agreement (“Agreement”) attached hereto and incorporated herein as **Exhibit A**, (the “Property”); and

WHEREAS, the owner/seller of the Property, ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company, (the “Seller”) agrees to sell the Property to the City for \$100.00; and

WHEREAS, the City desires to acquire the Property because it is in a desirable location and of an appropriate size to accommodate a potential future expansion of the City’s wastewater treatment plant (the “Project”); and

WHEREAS, the Waseca City Charter, Sec. 9.01, grants the City may purchase real property for any public use or purpose, including the operation of utilities authorized under Waseca City Charter, Chapter 11; and

WHEREAS, on February 1, 2022, the City Council voted to approve the attached Agreement, including the Conagra water services agreement, and permanent easement contemplated in the Agreement; as shown in the copy of the agenda item and the certified copy of the minutes of said meeting attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, Minnesota Statutes, §462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the city council its findings as to the compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, the same statute further states, however, that the city council may, by resolution adopted by two-thirds vote, dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:
The City Council hereby finds that the proposed acquisition of the Property by the City of Waseca has no relationship to the City’s Comprehensive Plan, and therefore a review of the

proposed acquisition by the Waseca City Council (which acts as the City’s Planning Commission) is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.

BE IT FURTHER RESOLVED THAT: The City Council hereby affirms its approval of the acquisition of land pursuant to the attached Agreement as documented in the certified copy of the minutes of the City Council’s February 1, 2022 meeting attached hereto and incorporated herein as **Exhibit B** and authorizes and directs the Mayor and Interim City Manager to: (a) execute such other documentation as necessary to close on the purchase of the Property by the City of Waseca and (b) record any such documentation related to the purchase of the property as necessary with the Office of the Waseca County Recorder.

PASSED by the City Council of the City of Waseca on this 3rd day of January, 2023.

ATTEST

Interim City Manager

Mayor - Pro Tempore

EXHIBIT A

Real Estate Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made as of this 12th day of January, 2022 (the "**Effective Date**"), by and between Conagra Foods Packaged Foods, LLC, a limited liability company under the laws of the State of Delaware, with its principal office located at Eleven Conagra Drive, 11-190, Omaha, Nebraska 68102 (the "**Seller**"); and the City of Waseca, a Minnesota municipal corporation, 508 South State Street, Waseca, Minnesota, 56093 (herein the "**Buyer**"); collectively referred to as the "**parties.**"

In consideration of the covenants and agreements of the parties hereto, Seller and Buyer agree as follows:

1. SALE OF PROPERTY. Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property:

- A. Real Property.** The three parcels of real property (respectively, "**Lot 1**", "**Lot 2**", and "**Lot 3**") comprising approximately 10.75 acres in total, located in St. Mary Township, Waseca County, Minnesota, as legally described and depicted respectively on the attached Exhibits A, B, and C, including any easements and rights benefiting or appurtenant to the Real Property and improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Real Property (herein collectively the "**Real Property**"). The parties acknowledge and agree that the legal descriptions for Lot 1, Lot 2 and Lot 3 as shown on Exhibits A, B and C, respectively, are preliminary and remain subject to change. Prior to the expiration of the Inspection/Due Diligence Period (as defined below), the parties shall agree on the final legal descriptions of such lots and the final Survey (as defined below) and the deed shall conform to such final legal descriptions for Lot 1, Lot 2 and Lot 3.
- B. Permanent, Nonexclusive Easement.** A permanent non-exclusive easement for ingress, egress and surface access purposes and temporary construction easement as described in Paragraph 3.A.3 below..
- C. Proceeds.** Seller's interest in and to any insurance or condemnation proceeds hereinafter received relating to the Real Property ("**Proceeds**").

2. PURCHASE PRICE AND MANNER OF PAYMENT. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Real Property shall be a total of One Hundred and 00/100 Dollars (\$100.00), and other good and valuable consideration, including but not limited to the mutual promises, covenants and obligations contained in that certain Development Agreement between the parties dated November 17, 2020, and that certain Tax Abatement and Business Subsidy Agreement between the parties dated November 17 2020, the receipt and sufficiency of which is hereby acknowledged, such sum to be payable as follows:

A. Earnest Money. Fifty and 00/100 Dollars (\$50.00) as earnest money ("*Earnest Money*"), which Earnest Money shall be held by Seller, the receipt of which Seller hereby acknowledges; and

B. Balance of Purchase Price. The balance, Fifty and 00/100 Dollars (\$50.00), by check to be paid on the Closing Date.

3. CLOSING. The closing of the purchase and sale contemplated by this Agreement (the "*Closing*") shall occur on the fifth business day after the later of: (i) the date on which all contingencies listed in Paragraphs 4 and 5 are satisfied or waived; or (ii) the expiration or waiver by Buyer of the Inspection/Due Diligence Period, at Waseca City Hall, 508 South State Street, Waseca, Minnesota, 56093, or at such other time and place as may be agreed to mutually by the parties (such date, the "*Closing Date*"). Seller agrees to deliver possession of the Real Property to Buyer on the closing date.

A. Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "*Seller's Closing Documents*"):

- (1) Deed. A Limited Warranty Deed, in form satisfactory to both parties, conveying the entirety of Seller's interest in the Real Property to Buyer (the "*Deed*").
- (2) Lot 3 Restriction. The deed (or a separate instrument to be recorded at Closing) shall incorporate the Lot 3 Restriction (as defined below).
- (3) Permanent Nonexclusive Easement. Seller shall additionally deliver to Buyer at Closing a permanent nonexclusive easement for ingress, egress and surface access purposes and temporary construction easement as legally described and depicted on Exhibit D attached hereto, in substantially the form attached hereto as Exhibit E (the "*Access Easement*"), pursuant to which Buyer may access Lot 1 from Seller's real property depicted on Exhibit D and construct, maintain, grade, improve, inspect, remove, demolish, repair and replace access facilities on the surface of such real property, including a paved or unpaved driveway, and below the surface as reasonably necessary or convenient to support such access facilities on the surface, therein.
- (4) Seller's Affidavits. An Affidavit of Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller, a Seller-Affiliated Entity (as defined below), or the Real Property; that there has been no labor or material furnished to the Real Property for which payment has not been made for which mechanics' liens could be filed; that there are no other unrecorded interests in the Real Property; and that there are no encroachment or survey issues of which Seller is aware; together with

whatever standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Paragraph 8 of this Agreement. For purposes of this Agreement, a "***Seller-Affiliated Entity***" shall mean a corporation, limited liability company, partnership, joint venture, association, business trust or other legal entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with Seller or any other Seller-Affiliated Entity, and which has participated in any manner in the ownership, control, management or operation of the Current Facility, as that term is defined in the Development Agreement, or of the Real Property. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise.

- (5) Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 1031.
- (6) Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
- (7) Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property, to the extent that the same are in the Seller's or a Seller-Affiliated Entity's possession or control.
- (8) All site plans, surveys, soil and substrata studies, environmental assessments, plans and specifications, engineering plans and studies, landscape plans, and other plans, studies or reports of any kind in Seller's, a Seller-Affiliated Entity's or either of their contractors' or agents' possession or control, if any, that relate to the Real Property.

B. Buyer's Closing Documents. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "***Buyer's Closing Documents***");

- (1) Purchase Price. The Purchase Price, by check.
- (2) Resolution. A duly certified resolution of the City Council for the City of Waseca authorizing the purchase of the Property and the execution of documents necessary to complete this purchase transaction.
- (3) Termination of Repurchase Rights. The Buyer shall execute and record prior to the recording of the deed conveying the Real Property hereunder an instrument, in the form reasonably acceptable to Seller and the Title Company (as defined below), that releases, extinguishes, terminates,

waives and disclaims all of Buyer's repurchase rights in certain real property owned by Seller or other real property owned by Seller or any Seller-Affiliated Entity pursuant to that certain Quitclaim Deed dated September 20, 2016 and recorded with the Waseca County, Minnesota Recorder on September 28, 2016 as Instrument No. 30884 and re-recorded on December 2, 2016 as Instrument No. 309542 (collectively, the "**2016 Quitclaim Deed**").

4. BUYER CONTINGENCIES. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

- A.** On the Closing Date, title to the Real Property shall be acceptable to Buyer in accordance with the provisions of Paragraph 8.
- B.** On the Closing Date, but in no event later than November 15, 2021, the Seller shall have completed and received final approval from the Minnesota Pollution Control Agency ("**MPCA**") of the decommissioning of its industrial wastewater treatment lagoon located on Lots 1 and 2 of the Property (the "**'47 Lagoon**") at its sole cost and expense in full compliance with the requirements of and Seller's NPDES/SDS Permit, and any decommissioning plan approved by MPCA thereunder, and Paragraph 11 below. Seller will present any lagoon decommissioning plans, and site or grading plans for the Property to Buyer for Buyer's review and approval, which approval shall not be unreasonably withheld.
- C.** The representations and warranties of Seller shall be true and correct in all material respects up through and including the Closing Date.

The contingencies in this Paragraph 4 are solely for the benefit of, and may at any time be waived by, the Buyer.

5. SELLER CONTINGENCIES. The obligation of the Seller to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

- A.** The representations and warranties of Buyer shall be true and correct in all material respects up through and including the Closing Date.
- B.** As of the Closing, there shall be no default by Buyer of any terms, conditions or obligations of this Agreement.
- C.** The final legal descriptions for Lot 1, Lot 2 and Lot 3 shall be agreed to by both parties.
- D.** The deed (or separate instrument recorded at Closing) shall incorporate the Lot 3 Restriction (as defined below) and such restriction shall run with the land.

E. Buyer has delivered to the Title Company at Closing a duly executed and acknowledged instrument, in recordable and reasonably acceptable to Seller and the Title Company, that releases, extinguishes, terminates, waives and disclaims all of Buyer's repurchase rights in certain real property owned by Seller or other real property owned by Seller or a Seller-Affiliated Entity pursuant to the 2016 Quitclaim Deed.

The contingencies in this Paragraph 5 are solely for the benefit of, and may at any time be waived by, the Seller.

6. WELLS AND INDIVIDUAL SEWAGE TREATMENT SYSTEMS. Except for the wastewater systems related to the '47 Lagoon, the Seller certifies that the Seller has no actual knowledge of any wells or other individual sewage treatment systems on or serving the Real Property described herein.

7. PRORATIONS. Seller and Buyer agree to the following prorations and allocation of costs regarding the Real Property and this Agreement.

A. Deed Tax. Buyer shall pay all state deed tax regarding the deed to be delivered by Seller under this Agreement.

B. Real Estate Taxes and Special Assessments. Real estate taxes and any special assessments payable in the year of the Closing shall be prorated between Seller and Buyer to the Closing Date. The Buyer shall pay real estate taxes and any special assessments payable therewith in the year following the Closing and thereafter.

C. Recording Costs. Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title.

D. Other Costs. All other operating costs of the Real Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.

E. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees in connection with the drafting of this Agreement and the consummation of the transaction contemplated hereby.

8. TITLE EXAMINATION.

A. Title Evidence. At any time during the Inspection/Due Diligence Period, Buyer may obtain, at its option and expense, a commitment for an owner's policy of title insurance. Buyer shall pay all costs associated with obtaining title insurance, title insurance premiums and title examination fees (hereinafter the "**Title Commitment**"), issued by Commercial Partners Title (hereinafter the "**Title Company**"). The Title Commitment shall be based upon the description of the Real Property provided herein

and shall show fee title in the Seller, subject only to the permitted encumbrances waived in writing by Buyer, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity and such other matters as Buyer may request. Seller shall provide a current survey of the Real Property, prepared and certified by a land surveyor licensed in Minnesota (the “*Survey*”) prior to the expiration of the Due Inspection/Due Diligence Period. The Survey shall conform to the “Minimum Standard Detail Requirements for Land Title Surveys” as adopted in 2016 by the American Land Title Association and the American Congress on Surveying & Mapping, and include Table A items 1-5, 6(a), 7(a), 7(b1), 7(c), 8, 11, 13, 14 and 16-18. The Title commitment and the Survey shall be referred to collectively as the “*Title Evidence*”.

B. The Making and Curing of Title Objections. Buyer shall be allowed twenty (20) business days after receipt of all of the Title Evidence in which to make objections to the content of the Title Evidence, said objections to be made in writing.

C. The Consequences of Failing to Cure Title Objections. Buyer acknowledges and agrees that Seller has no obligation to cure to any of Buyer’s objections to the Title Evidence nor does Seller have any obligation to cure any of Buyer’s other objections to the physical condition or legal compliance of the Real property. If said objections are not remedied within sixty (60) days from the date of Seller's receipt of said objections, then Buyer shall have the following two alternatives:

- (1) Buyer may waive said objections and accept title to said Real Property; or
- (2) Buyer may declare this entire transaction to be null and void and the Earnest Money shall be immediately returned to Buyer.

9. SELLER’S WARRANTIES. To the best of its actual knowledge, Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

A. Except to the extent described or reflected in the Title Evidence, there are no leases or contracts in effect with respect to the Real Property that will survive the Closing.

B. Except to the extent described in the Title Evidence, neither Seller nor any Seller-Affiliated Entity has entered into any contracts for the sale of any of the Real Property other than this Agreement. Except to the extent described in the Title Evidence, neither Seller nor any Seller-Affiliated Entity has received written notice of or has actual knowledge of any rights of first refusal or first offer, options to purchase any of the Real Property or any other rights or agreements, which may delay or prevent consummation of this transaction.

C. Except to the extent described in the Title Evidence, neither Seller nor any Seller-Affiliated Entity has received written notice of or has actual knowledge of any pending or proposed special assessments affecting the Real Property or any proposed or pending

public improvements which may give rise to any special assessments affecting the Real Property.

D. Neither Seller nor any Seller-Affiliated Entity has received written notice of or has actual knowledge of any pending or threatened condemnation or transfer in lieu thereof affecting any of the Real Property.

E. To Seller's and any Seller-Affiliated Entity's actual knowledge, there is no pending, threatened or contemplated, litigation, investigation, arbitration, condemnation or other proceedings of any kind affecting the Real Property, and neither Seller nor any Seller-Affiliated Entity has actual knowledge of or reasonable grounds to anticipate any such lawsuits or claims that may be brought or made against Seller or any Seller-Affiliated Entity in the future.

F. Neither Seller nor any Seller-Affiliated Entity has received written notice from any governmental authority of, or has knowledge of, any violations of any applicable law with respect to the Real Property.

G. The sale of the Real Property to Buyer, the consummation of the transactions contemplated by this Agreement, and the performance by Seller of the covenants, warranties, and obligations to be performed by it under this Agreement will not conflict with, result in the breach of any term or provision of, any indenture, mortgage, deed of trust, or other agreement, instrument, undertaking, understanding, decree, order, stipulation, or consent to which Seller or a Seller-Affiliated Entity is a party or by which Seller or a Seller-Affiliated Entity is bound.

H. Neither Seller nor any Seller-Affiliated Entity has received any written notice or other communication from any local, state or federal official, and to the best of Seller's actual knowledge, neither the Real Property nor any occupant using it has been, may or will be in violation of any Environmental Laws relating to the Real Property, including, but not limited to, soil and surface and ground water conditions or the manufacture, generation, or storage of Hazardous Substances on the Real Property. As of the date of this Agreement, neither Seller nor any Seller-Affiliated Entity are aware of any facts the existence of which would cause Seller or any Seller-Affiliated Entity to be in violation of any Environmental Laws with respect to the Real Property.

I. Except to the extent permitted by the MPCA permit for the '47 Lagoon, neither Seller nor any Seller-Affiliated Entity has written notice and to the best of Seller's or any Seller-Affiliated Entity's actual knowledge, no material amount of Hazardous Substances has been disposed of, released, or identified on, under, in the vicinity of, or at the Real Property.

J. Other than the '47 Lagoon, neither Seller nor any Seller-Affiliated Entity has written notice and to the best of Seller's or any Seller-Affiliated Entity's actual knowledge, there are no asbestos-containing materials, underground storage tanks, above-ground storage tanks, or other containers of Hazardous Substances located on the Real

Property. The Real Property is not now--and has not been during Seller's or any Seller-Affiliated Entity's period of ownership--used as a landfill.

K. Seller has no written notice and to the best of Seller's knowledge, no actions, suits, proceedings, orders, inquiries, or investigations are pending or are threatened against, involving, or affecting the Real Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, court commission, board, bureau, agency, or instrumentality, alleging the violation of any federal, state, or local law, statute, ordinance, rule, regulation, decree, order, and/or permit relating to Environmental Matters or the release of any Hazardous Substances.

L. For purposes of this Paragraph 9, "*Environmental Laws*" means all applicable laws (including regulations, by-laws, codes, international treaties, and agreements) with respect to the Real Property, now or hereafter in existence, relating to the environment, health and safety matters, Hazardous Substances, pollution, or protection of the environment.

M. For purposes of this Paragraph 9, "*Environmental Matters*" means matters relating to the generation, manufacture, use, storage, handling, transportation, and/or disposal of Hazardous Substances, or conditions with respect to the atmosphere, soil, surface and ground waters, wetlands, stream sediments, vegetation, endangered species, and stormwater runoff or discharge.

N. For purposes of this Paragraph 9, "*Hazardous Substances*" means any substance that is -- or is deemed under Environmental Laws to be, alone or in any combination -- hazardous, hazardous waste, toxic, radioactive, a pollutant, a deleterious substance, a contaminant, a dangerous good, or a source of pollution or contamination, or which, when released into the environment, is likely to cause, at some immediate or future time, material harm or degradation to the environment or material risk to human health, whether or not such substance is defined as "hazardous" under Environmental Laws.

No representation or warranty made by Seller and no documents or other information furnished or to be furnished to Buyer by or on behalf of Seller pursuant to this Agreement contains or shall contain any untrue statement of material fact, or omits or shall omit any material fact necessary to make the statement contained therein not misleading. Further, the Seller's representations and warranties are true and accurate as of the Effective Date of this Agreement, and will be true and accurate continuously through the Closing Date. In the event that any aforesaid warranty is determined not to be true on and as of the Closing Date Buyer may, in Buyer's sole discretion, at its option and by notice to Seller, either: (i) terminate this Agreement and upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder, or (ii) waive the warranty or representation and close the sale and purchase hereof.

10. BUYER'S RESPONSIBILITIES AND USE RESTRICTIONS.

A. Buyer agrees that it shall be responsible for relocating all drain tile for any of the Real Property parcels no later than such time as Buyer's use of the Property shall interfere with such drain tile, or at any earlier time after Closing as Buyer may elect. Such relocation shall consist of Buyer relocating the drain tile to a mutually agreeable location to the northeast onto Seller's property.

B. Buyer and Seller mutually agree and understand that Buyer may make use of and improve Lot 1, Lot 2, and Lot 3 in any way not inconsistent with applicable state or local law or regulations.

C. With specific respect to Lot 3, Buyer agrees that it shall not permit the placement of a flow equalization open air storage pond or lagoon thereon, or any other structure that could negatively impact Seller's adjacent spray field operations; however, Buyer may permit the placement of other improvements upon Lot 3, including but not limited to covered concrete tanks and enclosed buildings associated with the City's Waste Water Treatment Facility. Buyer acknowledges and agrees that the deed conveying the Real Property hereunder shall include a covenant running with the land incorporates the foregoing restriction described in this subparagraph C (the "**Lot 3 Restriction**").

D. As a material inducement for Seller to enter into this Agreement, so long as this Agreement remains in full force and effect, Buyer shall not exercise any rights to repurchase any portion of the Real Property or other real property owned by Seller or any Seller-Affiliated Entity under any agreement or instrument including, without limitation, such right the 2016 Quitclaim Deed.

11. LAGOON DECOMMISSION.

A. Seller completed the decommissioning of the '47 Lagoon and performed all remediation measures and MPCA directives necessary to complete the decommission in full. Seller exercised all reasonable diligence to complete such decommissioning and received approval of the same from the MPCA, as evidenced by the documentation attached hereto as Exhibit F.

B. Seller shall bear full responsibility for compliance with all federal and/or state laws or regulatory requirements and any governmental agency directives, administrative orders, or court orders required of Seller, any Seller-Affiliated Entity or Buyer regarding the '47 Lagoon and/or its decommissioning.

C. Seller agrees it will not seek contribution from Buyer for any expenses, losses, or liabilities incurred by Seller, which arise out of or are in any way connected to Seller's use or the decommissioning of the '47 Lagoon; provided, however, that Buyer shall be responsible for all expenses, losses, or liabilities which arise out of or are in any way connected to Buyer's negligence, willful misconduct and/or breach of this Agreement.

D. Seller agrees to defend, indemnify, and hold harmless the Buyer, its officers, employees, and agents, from any expenses, losses, or liabilities arising out of or in any

way connected to Seller's use of or the closure and decommissioning of the '47 Lagoon. Such expenses, liabilities or losses include, but are not limited to, claims, demands, judgements, damages, actions, causes of action, injuries, administrative orders, consent agreements, orders, liabilities, penalties, attorney's fees, or monies paid in settlement. Seller's obligations as set forth in this paragraph include, but are not limited to, the actual, alleged or threatened discharge, dispersal, release, storage, treatment, disposal, or remediation of wastes. Seller shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or governmental agencies, arising out of any of the occurrences described in this Paragraph 11.D.

E. The Buyer retains the right to retain its own counsel at its own expense and to assert its own interests in any matters related the '47 Lagoon.

F. The Buyer agrees that any indemnification, reimbursement or other payment to which it is entitled under Paragraph 11.D herein shall be offset by any amount thereof which is attributable to the acts or omissions of the Buyer itself, its officers, employees, and agents subsequent to the date hereof.

12. BROKER'S COMMISSION. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction.

13. INSPECTION/DUE DILIGENCE PERIOD. Buyer shall have, at its sole cost and expense, commencing the effective date of this Purchase Agreement, until one year after the Effective Date (the "*Inspection/Due Diligence Period*"), to (i) conduct any such reviews, assessments, inspections, and tests of the Real Property as Buyer in its sole discretion deems necessary or advisable, and (ii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyer's proposed development and use of the Real Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- A.** Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Real Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify and hold Seller and Seller's affiliates, officers, employees, contractors, representatives and agents harmless from all injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive termination or the Closing of this Purchase Agreement for any reason.
- B.** If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by

giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer.

- C. In the event that the Buyer has completed a Phase I environmental site assessment of the property, and such assessment finds a Recognized Environmental Condition or recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend of the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.

14. ASSIGNMENT. Buyer shall have an unconditional right to assign this Agreement to any instrumentality of the United States government, the government of the State of Minnesota, or any political subdivision thereof, and either party may assign its rights under this Agreement at any time; provided that no such assignment will relieve the assigning party of its obligations under this Agreement.

15. SURVIVAL. The respective provisions of paragraphs 10.A., 10.C., 11, and 22 will survive and be in full force and effect after the Closing in accordance with their terms, and shall not be deemed to have merged into any of the Closing Documents.

16. NOTICES. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: Lee Mattson, City Manager
City of Waseca
508 South State Street
Waseca, MN 56093

If to Seller: c/o Conagra Brands, Inc.
Eleven ConAgra Drive
Omaha, NE 68102
Attn: Sr. Director of Real Estate & Facilities

With a copy to: c/o Conagra Brands, Inc.
222 Merchandise Mart Plaza, Suite 1300
Chicago, IL 60654
Attn: Legal Notices

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

17. DISCLAIMER. Buyer acknowledges that, except as otherwise expressly provided in this Agreement or in the documents delivered at Closing, Seller is making no representation or warranty, oral or written, regarding the Real Property including, but not limited to, those concerning (i) the nature and condition of the Real Property and the suitability of the Real Property for any and all activities and uses which Buyer may elect to conduct thereon, or (ii) the manner, construction, condition and state of repair or lack of repair of any improvements located on the Real Property and that Buyer has agreed that, except as otherwise expressly provided in this Agreement or in the documents delivered at Closing, any decision to purchase the Real Property will be based solely upon its inspection of the Real Property during the Inspection/Due Diligence Period. Buyer will make such inspection and investigation of the Real Property as Buyer deems reasonable, including whether there are any eminent domain and other public or quasi-public takings of the Real Property contemplated, and all zoning and regulatory matters pertinent to the Real Property and to the present use or occupancy of the Real Property. Buyer acknowledges that Buyer is purchasing the Real Property based solely on Buyer's own independent investigations and findings and not in reliance on any information provided by Seller or Seller's agents or contractors, except as otherwise expressly provided in this Agreement or in the documents delivered at Closing. Any engineering data, reports or other information that Seller or any other party may have delivered to Buyer is furnished without any representation or warranty whatsoever, except as otherwise expressly provided in this Agreement or the documents to be provided at Closing. Buyer hereby confirms and agrees that, except as otherwise expressly provided in this Agreement or in the documents delivered at Closing, or as necessary to enforce the terms of this Agreement or to pursue any right conferred upon Buyer pursuant to this Agreement, if Closing takes place (i) Seller shall have no liability, responsibility or obligation subsequent to Closing with respect to any conditions, or as to any other matters whatsoever, respecting in any way the Real Property; (ii) Buyer hereby forever remises, releases, acquits and discharges Seller, its employees and agents from any and all claims, including, but not limited to, any claims arising under any environmental law, or under common law, that have been or may be asserted and that arise from or relate in any way to the condition of the Real Property; and (iii) Buyer hereby covenants not to sue Seller, its employees or agents for any claim, relating in any way to the condition of the Real Property. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE DOCUMENTS PROVIDED AT CLOSING, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, THE REAL PROPERTY SHALL BE CONVEYED TO BUYER ON AN "AS IS, WHERE IS" BASIS WITHOUT ANY SURVIVING REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE PHYSICAL CONDITION OF THE REAL PROPERTY, THE REAL PROPERTY'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, OR WITH**

RESPECT TO THE EXISTENCE OR ABSENCE OF TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES OR STORAGE TANKS IN, ON, UNDER OR AFFECTING THE REAL PROPERTY. SELLER HAS MADE AND HEREBY MAKES NO WARRANTY OR REPRESENTATION OTHER THAN AS SPECIFICALLY STATED HEREIN AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY REGARDING THE FITNESS FOR PARTICULAR PURPOSE, QUALITY OR MERCHANTABILITY OF THE REAL PROPERTY.

18. CAPTIONS. The section and paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

19. ENTIRE AGREEMENT; MODIFICATION. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Real Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

20. BINDING EFFECT. This Agreement binds and benefits the parties and their successors and assigns.

21. CONTROLLING LAW. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

22. REMEDIES. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement, Buyer may, at its election, terminate the Agreement upon ten (10) days' notice to Seller (Seller having cure rights during the ten-day period) and obtain a refund of the Earnest Money, or seek specific performance of Seller's obligations under this Agreement. Such remedy as elected by Buyer shall be the sole remedy available to Buyer for such default by Seller, and Seller will not be liable for damages.

23. COUNTERPARTS. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

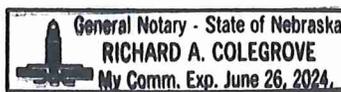
[Signature pages follow]

IN WITNESS WHEREOF, Seller and Buyer have each executed this Agreement in their corporate names as of the date first written above.

SELLER:

ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company

By: John Lewandowski
Name: John Lewandowski
Title: Sr. Director of Real Estate



STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 12 day of JANUARY, 2022, by John Lewandowski, as Sr. Dir. RE of ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Richard A. Colegrove
Notary Public

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF "LOT 1" OF THE REAL PROPERTY

NOTE: the legal description and depiction of Lot 1 is preliminary and subject to change

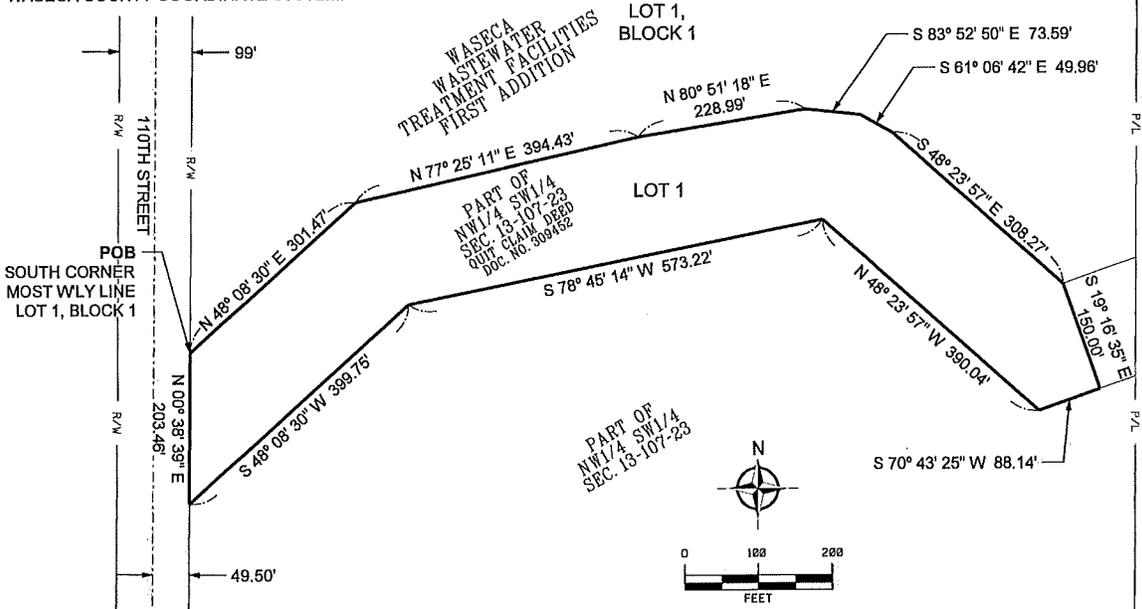
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THAT PART OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 107 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AS RECORDED IN QUIT CLAIM DEED DOCUMENT NO. 309452 OF THE WASECA COUNTY RECORDER'S OFFICE, WASECA COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF THE MOST WESTERLY LINE OF LOT 1, BLOCK 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, AN OFFICIAL PLAT, AS RECORDED IN THE WASECA COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 280786, THENCE NORTH 48° 08' 30" EAST, 301.47 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 77° 25' 11" EAST, 394.43 FEET; THENCE NORTH 80° 51' 18" EAST, 228.99 FEET CONTINUING ALONG SAID SOUTHERLY LINE; THENCE SOUTH 83° 52' 50" EAST, 73.59 FEET CONTINUING ALONG SAID SOUTHERLY LINE; THENCE SOUTH 61° 06' 42" EAST, 49.96 FEET CONTINUING ALONG SAID SOUTHERLY LINE; THENCE SOUTH 48° 23' 57" EAST, 308.27 FEET CONTINUING ALONG SAID SOUTHERLY LINE; THENCE SOUTH 19° 16' 35" EAST, 150.00 FEET; THENCE SOUTH 70° 43' 25" WEST, 88.14 FEET; THENCE NORTH 48° 23' 57" WEST, 390.04 FEET; THENCE SOUTH 78° 45' 14" WEST, 573.22 FEET; THENCE SOUTH 48° 08' 30" WEST, 399.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF 110TH STREET; THENCE NORTH 00° 38' 39" EAST, 203.46 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 212,715 SQUARE FEET OR 4.88 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83 (96 HARN) WASECA COUNTY COORDINATE SYSTEM.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" PIPE W/CAP #22705 (UNLESS NOTED)
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE

FIELD SURVEY COMPLETED: SEPTEMBER 2019



FOR FUTURE PROPERTY TRANSFER
GREEN JAY PROJECT
WASECA, MN

SHEET
1 OF 1

FOTH PROJECT NO. 20C013-00 DATE: 8/17/2020

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF "LOT 2" OF THE REAL PROPERTY

NOTE: the legal description and depiction of Lot 2 is preliminary and subject to change

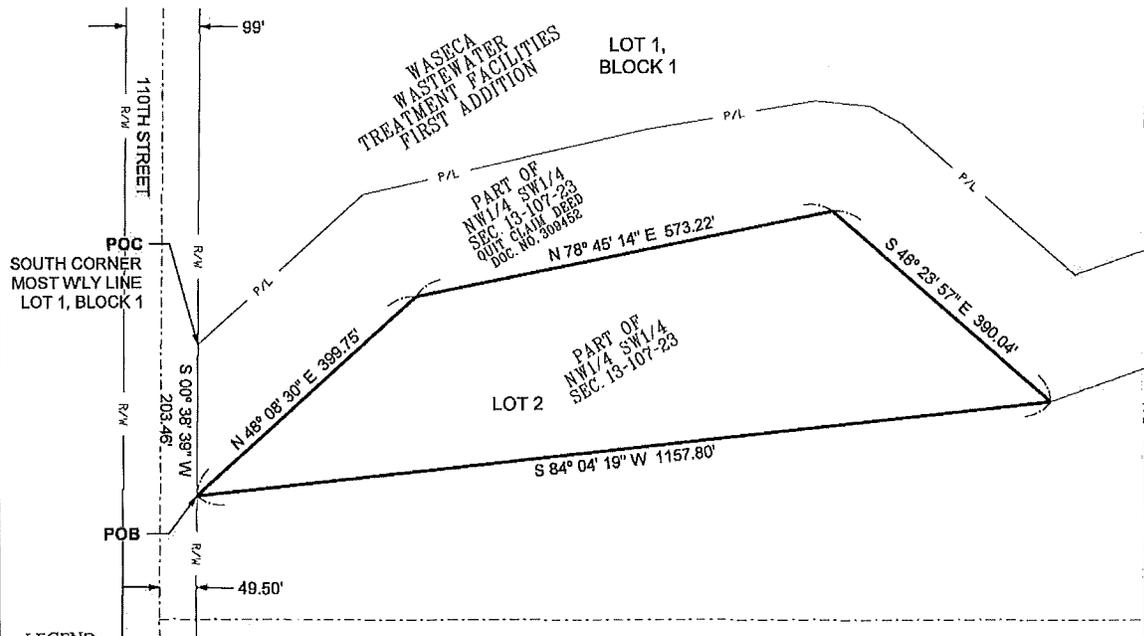
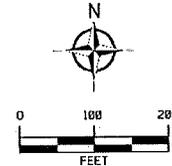
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 107 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASECA COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF THE MOST WESTERLY LINE OF LOT 1, BLOCK 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, AN OFFICIAL PLAT, AS RECORDED IN THE WASECA COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 280786, THENCE SOUTH 00° 38' 39" WEST, 203.46 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 110TH STREET TO THE POINT OF BEGINNING; THENCE NORTH 48° 08' 30" EAST, 399.75 FEET; THENCE NORTH 78° 45' 14" EAST, 573.22 FEET; THENCE SOUTH 48° 23' 57" EAST, 390.04 FEET; THENCE SOUTH 84° 04' 19" WEST, 1157.80 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 224,893 SQUARE FEET OR 5.16 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83 (96 HARN) WASECA COUNTY COORDINATE SYSTEM.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" PIPE W/CAP #22705 (UNLESS NOTED)
- SECTION LINE
- R/W — RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- P/L — PROPERTY LINE

FIELD SURVEY COMPLETED: APRIL 2020



FOTH PROJECT NO. 20C013-00 DATE: 8/17/2020

FOR FUTURE PROPERTY TRANSFER
GREEN JAY PROJECT
WASECA, MN

SHEET
1 OF 1

EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF "LOT 3" OF THE REAL PROPERTY

NOTE: the legal description and depiction of Lot 3 is preliminary and subject to change

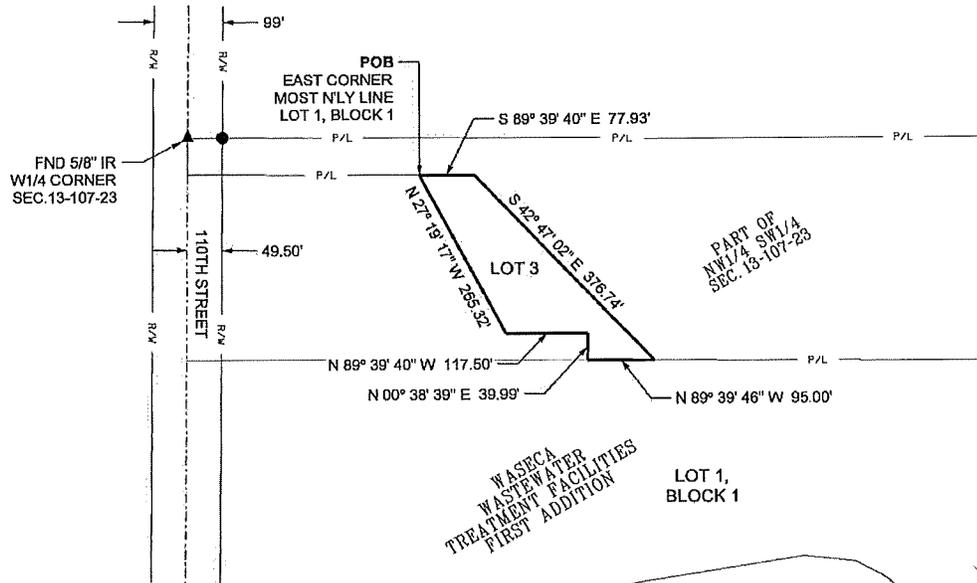
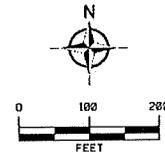
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 107 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASECA COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF THE MOST NORTHERLY LINE OF LOT 1, BLOCK 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, AN OFFICIAL PLAT, AS RECORDED IN THE WASECA COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 280786, THENCE SOUTH 89° 39' 40" EAST, 77.93 FEET; THENCE SOUTH 42° 47' 02" EAST, 376.74 FEET TO THE NORTHERLY LINE OF SAID LOT 1, BLOCK 1; THENCE ALONG SAID NORTHERLY LINE NORTH 89° 39' 46" WEST, 95.00 FEET; THENCE NORTH 00° 38' 39" EAST, 39.99 FEET CONTINUING ALONG SAID NORTHERLY LINE; THENCE NORTH 89° 39' 40" WEST, 117.50 FEET CONTINUING ALONG SAID NORTHERLY LINE; THENCE NORTH 27° 19' 17" WEST, 265.32 FEET CONTINUING ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 32,746 SQUARE FEET OR 0.75 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83 (96 HARN) WASECA COUNTY COORDINATE SYSTEM.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" PIPE W/CAP #22705 (UNLESS NOTED)
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE

FIELD SURVEY COMPLETED: SEPTEMBER 2019

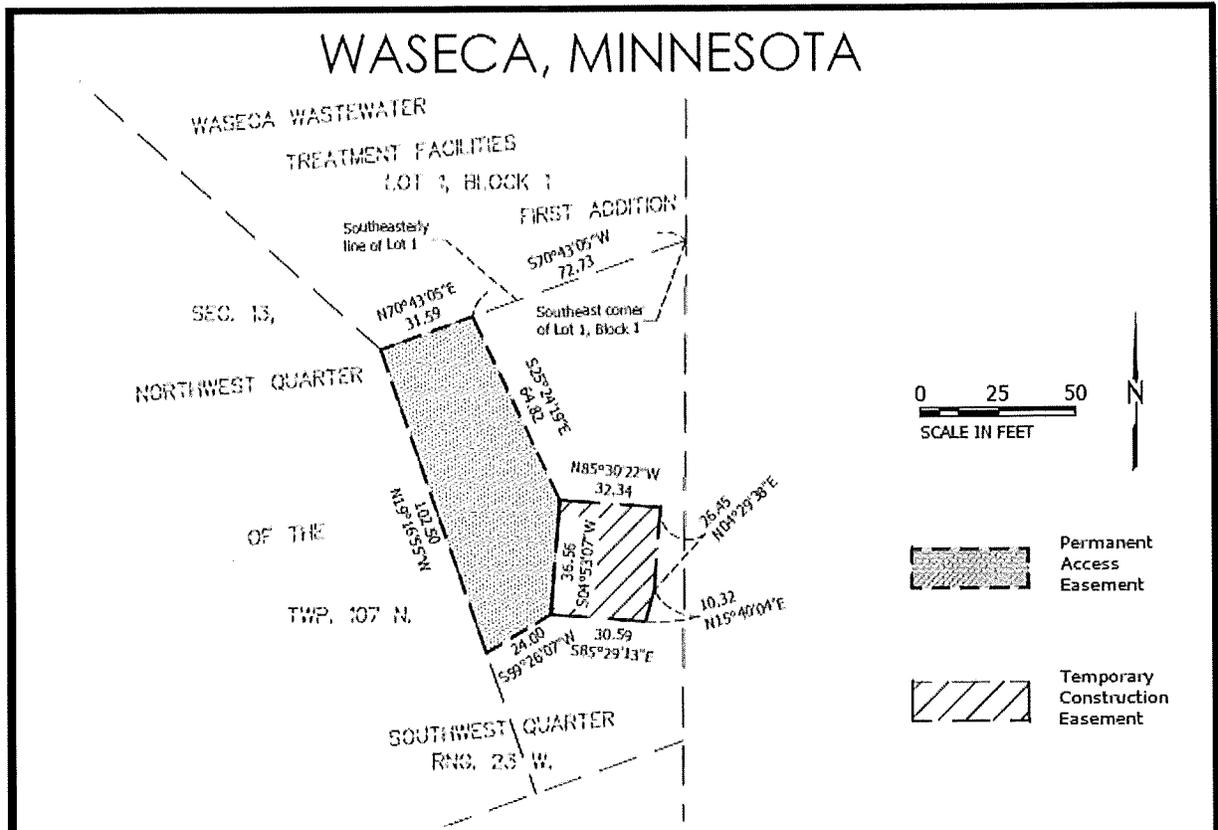


FOR FUTURE PROPERTY TRANSFER
GREEN JAY PROJECT
WASECA, MN

SHEET
1 OF 1

FOTH PROJECT NO. 20C013-00 DATE: 8/17/2020

EXHIBIT D
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT NONEXCLUSIVE EASEMENT



PERMANENT ACCESS EASEMENT

A permanent easement for access purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows:
 Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet to the point of beginning; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 59 degrees 26 minutes 07 seconds West, 24.00 feet; thence North 19 degrees 16 minutes 55 seconds West, 102.50 feet to an angle point on said southeasterly line of Lot 1; thence North 70 degrees 43 minutes 05 seconds East, a distance of 31.59 feet along said southeasterly line to the point of beginning.

TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows:
 Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet to the point of beginning; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 85 degrees 29 minutes 13 seconds East, 30.59 feet; thence North 15 degrees 40 minutes 04 seconds East, 10.32 feet; thence North 04 degrees 29 minutes 38 seconds East, 26.45 feet; thence North 85 degrees 30 minutes 22 seconds West, 32.34 feet to the point of beginning.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE: *Daniel J. Roeber*

DATE AUGUST 2, 2021 LIC. NO. 43133

Stantec
 Minneapolis Office
 733 Marquette Ave
 Suite 1000
 Minneapolis, MN 55402
 Phone: 612-712-2000
 Website: www.stantec.com

SURVEY	LagoonAccess_V601.dwg
DRAWN	DJR
PROJ. NO.	193800266

EXHIBIT E
FORM OF PERMANENT NONEXCLUSIVE EASEMENT AGREEMENT

[Agreement attached]

EXHIBIT F
MPCA APPROVAL OF DECOMMISSIONING OF '47 LAGOON

[Attach Documentation]

EXHIBIT B

Purchase Agenda Item and Certified Copy of Minutes of the February 1, 2022, Meeting

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, February 1, 2022

CALL TO ORDER/ROLL CALL

1 The regular Waseca City Council meeting was called to order by Mayor Roy Srp at 7:00 p.m.

Councilmembers Present: Mayor Roy Srp Ted Conrath
John Mansfield Daren Arndt
Jeremy Conrath Mark Christiansen

Councilmembers Absent: Allan Rose

Staff Present: Lee Mattson, City Manager
Nate Willey, City Engineer
Carl Sonnenberg, Utilities and Public Works Director
Julia Hall, Administrative Clerk

Others Present: Joe Palen, Stantec
Jeanne Sexton, Parks Board

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

2 A moment of silence was observed. The Pledge of Allegiance to the Flag was recited.

APPROVAL OF AGENDA

3. Council Member Mansfield requested to:

- A. Move item "6F: RCCA: Approve Plans & Specifications and Authorize Bids – North State Street Trunk Water Main Improvements Project (City Project No. 2022-06)", from Consent Agenda to an Action Agenda point, Item 7D.
- B. Move item "6G: RCCA: Approve Plans & Specifications and Authorize Bids – 8th Street SE Reconstruction & Rehabilitation Project (City Project No. 2022-01)", from Consent Agenda to an Action Agenda point, Item 7E.

Motion was made by Arndt, seconded by J. Conrath to approve the agenda with amendments. Motion carried 6-0.

PUBLIC COMMENT

4. None

REQUESTS AND PRESENTATIONS

5. Joe Palen from Stantec spoke on the proposal of the Engineering Agreement with the City for the “Waseca 2022 Sewer Rehab Project”.
- J. Conrath motioned to approve the proposal as it was presented. Arndt seconded the motion. Motion carried 5-1 (Mansfield nay).

CONSENT AGENDA

6. Motion was made by Christiansen, seconded by J. Conrath to approve the agenda with amendments given. Motion carried 6-0.

ACTION AGENDA

- 7.
- A. Public Hearing: Resolution 22-10 – CSAH No. 2 (Brown Ave) Concrete Pavement Rehabilitation project (City Project No. 2022-08). Motion was made by Arndt and seconded by Srp to terminate the project as it was approved as “Resolution # 2022-09 County Support for the City of Waseca Investment Effort to Develop the West Interchange” by the County of Waseca at their February 1, 2022 meeting. Motion carried 6-0.
 - B. Conagra Water Services Agreement. Motion to approve was made by J. Conrath, seconded by Arndt. Motion carried 6-0.
 - C. Wastewater Treatment Plant land purchase and Permanent Easement. Motion to approve was made by J. Conrath, seconded by Christiansen. Motion carried 6-0.
 - D. RCCA: Approve Plans & Specifications and Authorize Bids – North State Street Trunk Water Main Improvements Project (City Project No. 2022-06). Motion to approve was made by Christiansen, seconded by Arndt. Motion carried 6-0.
 - E. RCCA: Approve Plans & Specifications and Authorize Bids – 8th Street SE Reconstruction & Rehabilitation Project (City Project No. 2022-01). Motion to approve was made by J. Conrath, seconded by Christiansen. Motion carried 6-0.

REPORTS

8. A. City Manager’s Report
- Sr. Engineering Tech Paul Bruder and Maintenance Worker Keith Gedicke have retirements. Paul after 43 ½ years and Keith after 22 years.
 - There are continuing conversations with Minnesota State Mankato and Region 9 on the Manufacturing Resource Center.
 - 501 3rd St NE Abatement tentatively scheduled for February 8 if not brought into compliance and if weather permits. An inspection on 1 February found the property not yet in compliance.
 - Next Tuesday February 8th is the joint work session with City of Waseca and Waseca County, 6:00 pm in the East Annex.

B. Commission Reports

Fire Relief:

- Bylaws were passed, and they were able to buy equipment. They purchased a hose dryer, 3 microphones and furniture.
- Elections were held and all positions remained the same for the upcoming year.

Park Board:

- Waseca Area Chamber of Commerce gave the Community Development award to the Parks Board and Furry Friends of Waseca for the work on the Waseca Dog Park. There is a dog park committee that meets as needed to go over things that will help with fundraisers for equipment or needs for the dog park. For a fundraiser there is a Burger Fry on May 20th at the America Legion in support of Furry Friends of Waseca.
- An update was given on the Conservation Legacy Grant, some work was done with the Pheasants Forever Grant of approx. \$50,000, the City's match was 5%, items done were nature park planting, and then removing of invasive plants There are future projects that have been discussed to further use those funds.
- It has been asked about the Clear Lake Park Project timeline. The timeline has not been firmly set. The equipment will be down part of this summer to be replaced, it is encouraged that community members use the number of other parks in the city.
- There is a full Park Board of 5 people. Their meetings are at 7:30 a.m. the 1st Tuesday of the month except after July 4th and Labor Day. All who would like to attend are welcome.

ANNOUNCEMENTS

9. Council Member Christiansen asked for clarification on people parking on the grass and if there is an ordinance in place. He asked if it can it be placed in a newsletter or publicly to remind the citizens of the ordinance. He also wanted clarifications on the policy against throwing snow into the street. City Manager offered to review policy.

Mayor Srp mentioned that 52 positions were released from Birdseye, "Our Hearts go out to those families affected".

Sleigh and Cutter Festival has begun in Waseca.

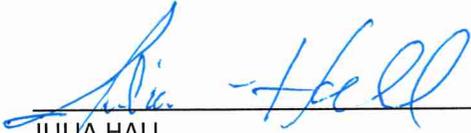
Council Member Christiansen brought up that the Chamber Newsletter released the attendance percentages of City, County and School Board. Also, the population is ahead of the adjusted population for the year. The Chamber Newsletter has a lot of useful information.

ADJOURNMENT

10. There being no further business to be brought before the Council, it was moved by Arndt seconded by Mansfield to adjourn the meeting at 9:06 p.m. Motion carried 6-0.



R. D. SRP
MAYOR



JULIA HALL
ADMINISTRATIVE CLERK

Date: February 7, 2022

Receipt #

Ag Fee \$

Tax \$ EXEMPT

Tamara J Spooner Waseca Co Property Svcs by: mjs

DOCUMENT#: A329495

Recorded 02-07-2022 at 12:07 PM

TAMARA J SPOONER, COUNTY RECORDER

WASECA, MN

Pages: 11 Fee Amount: \$46.00

RETURN TO: WASECA CITY OF

(Do not write in the space above. Reserved for recording/transfer data)

PERMANENT NONEXCLUSIVE ACCESS EASEMENT

This Agreement is made this 1st day of January, 20 22, by and between Conagra Foods Packaged Foods, LLC, a limited liability company under the laws of the State of Delaware, with its principal office located at Eleven Conagra Drive, 11-190, Omaha, Nebraska 68102 (the "Grantor"); and the City of Waseca, a Minnesota municipal corporation, 508 South State Street, Waseca, Minnesota, 56093 (herein the "Grantee"); collectively referred to as the "parties."

AGREEMENT

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a permanent easement for the Permitted Use (as defined below) only, and for no other use or purpose (the "Permanent Easement"), over, under and across that part of the tract of land in the City of Waseca, Waseca County, Minnesota, legally described and depicted on Exhibit A, which is attached hereto and incorporated herein by reference (the "Burdened Property"), as is legally described on Exhibit B, which is attached hereto and incorporated herein by reference (the "Permanent Easement Area"). As used herein, the term "Permitted Use" shall mean use for ingress, egress and surface access purposes, together with the right to construct, maintain, grade, improve, inspect, remove, demolish, repair and replace access facilities on the surface of the Permanent Easement Area described herein as Grantee may find reasonably necessary or convenient, and to construct, excavate, maintain, improve, inspect, remove, demolish, repair and replace subsurface improvements thereunder as Grantee may find necessary or convenient to support such surface access facilities. Grantee acknowledges and agrees that the Permanent Easement granted hereunder is non-exclusive and that Grantor hereby retains all rights in and to the Permanent Easement Area not inconsistent with the Permitted Use including, without limitation, the right to grant within the Permanent Easement Area other utility easements, rights of way, licenses, and similar rights to any other person or entity so long as such subsequent grants do not interfere with Grantee's rights hereunder for ingress, egress and surface access purposes.

2. The undersigned Grantor hereby grants and conveys to the Grantee a temporary easement for the Temporary Use (as defined below) only, and for no other use or purpose (the "Temporary Easement"), over under and across that part of the Burdened Property as is legally described on Exhibit C, which is attached hereto and incorporated herein by reference (the "Temporary Easement Area"), and the Permanent Easement Area. As used herein, the term "Temporary Use" shall mean constructing, placing, inspecting, maintaining, operating, removing, repairing, cleaning, reconstructing, enlarging, improving and/or replacing surface and subsurface improvements necessary or convenient to facilitate the Permitted Use and to clean, maintain, repair or otherwise restore the existing ditch located within the Temporary Easement Area and Permanent Easement Area, including but not limited to the 30-inch HDPE culvert under Grantor's existing driveway within the Temporary Easement Area to the Permanent Easement Area. The Temporary Easement shall expire no later than the earlier of one (1) year following the date on which the contractor hired by the Grantee to complete the work authorized by the Temporary Use first conducts work within the Permanent Easement Area or Temporary Easement Area, and two (2) years from the date of this Agreement.
3. The Permanent Easement Area and Temporary Easement Area described above are both depicted on the survey on Exhibit D, which is attached hereto and incorporated herein by reference.
4. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Permanent Easement described herein.
5. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement.
6. The Grantor shall not erect, construct or locate in the Permanent Easement Area any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
8. This Permanent Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of the public access and utility facilities and improvements constructed in the Permanent Easement Area in accordance with the grant of rights conveyed herein.

9. Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

[Signature pages to follow]

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

The real property referenced in this Permanent Easement is legally described as follows:

LEGAL DESCRIPTION:

That part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota described as follows:

Commencing at the southwest corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence North 48 degrees 08 minutes 10 seconds East, assumed bearing along the south line of said Lot 1, a distance of 301.34 feet; thence North 77 degrees 24 minutes 51 seconds East continuing along the south line of said Lot 1, a distance of 394.43 feet; thence North 80 degrees 50 minutes 58 seconds East continuing along the south line of said Lot 1, a distance of 228.99 feet; thence South 83 degrees 53 minutes 10 seconds East continuing along the south line of said Lot 1, a distance of 73.59 feet; thence South 61 degrees 07 minutes 02 seconds East continuing along the south line of said Lot 1, a distance of 49.96 feet; thence South 48 degree 24 minutes 17 seconds East continuing along the south line of said Lot 1, a distance of 308.27 feet to the point of beginning; thence South 19 degrees 16 minutes 55 seconds East, 150.00 feet; thence North 70 degrees 43 minutes 05 seconds East, 50.22 feet to the southerly extension of the east line of said Lot 1; thence North 00 degrees 33 minutes 12 seconds East along said southerly extension of the east line of Lot 1, a distance of 159.46 feet to the southeast corner of said Lot 1; thence South 70 degrees 43 minutes 05 seconds West along the southerly line of said Lot 1, a distance of 104.32 feet to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

A permanent easement for access purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows:

Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet to the point of beginning; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 59 degrees 26 minutes 07 seconds West, 24.00 feet; thence North 19 degrees 16 minutes 55 seconds West, 102.50 feet to an angle point on said southeasterly line of Lot 1; thence North 70 degrees 43 minutes 05 seconds East, a distance of 31.59 feet along said southeasterly line to the point of beginning.

EXHIBIT C

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

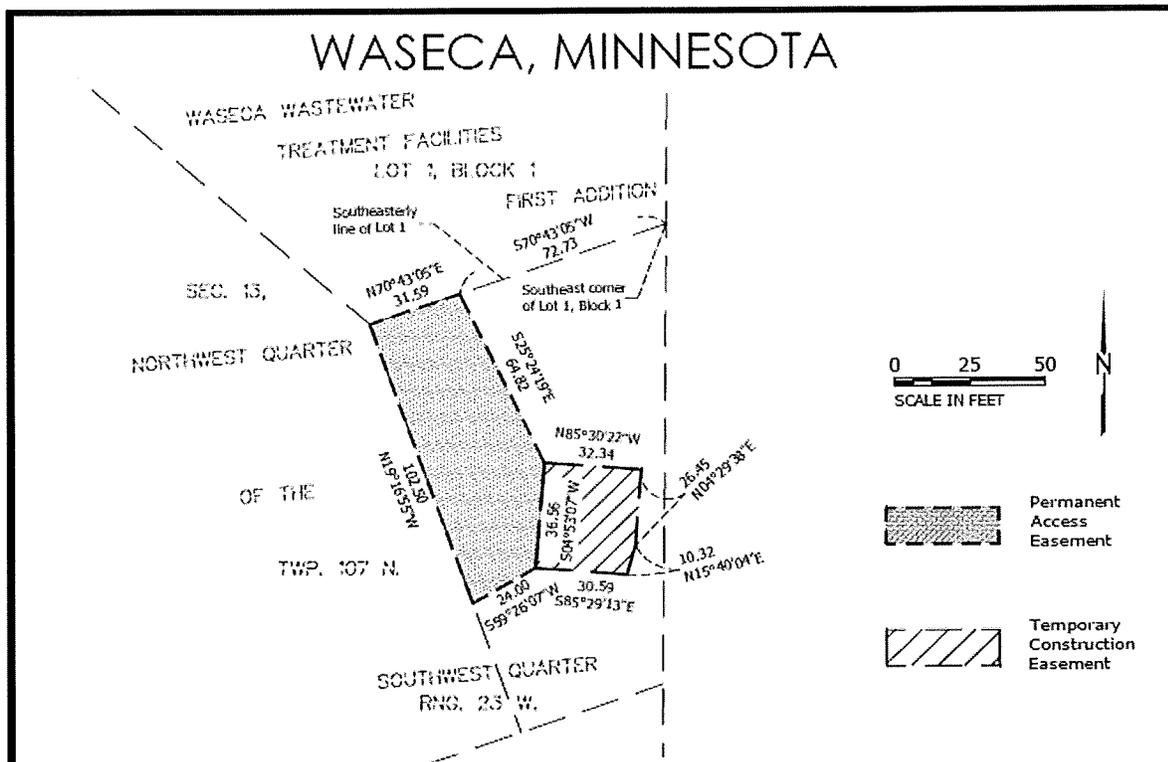
LEGAL DESCRIPTION:

A temporary easement for construction purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows:

Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet to the point of beginning; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 85 degrees 29 minutes 13 seconds East, 30.59 feet; thence North 15 degrees 40 minutes 04 seconds East, 10.32 feet; thence North 04 degrees 29 minutes 38 seconds East, 26.45 feet; thence North 85 degrees 30 minutes 22 seconds West, 32.34 feet to the point of beginning.

EXHIBIT D

DEPICTION OF PERMANENT AND TEMPORARY EASEMENTS



PERMANENT ACCESS EASEMENT

A permanent easement for access purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows: Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet to the point of beginning; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 85 degrees 29 minutes 13 seconds East, 30.59 feet; thence North 15 degrees 16 minutes 55 seconds West, 102.50 feet to an angle point on said southeasterly line of Lot 1; thence North 70 degrees 43 minutes 05 seconds East, a distance of 31.59 feet along said southeasterly line to the point of beginning.

TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 107N, Range 23W, Waseca County, Minnesota, said easement described as follows: Commencing at the southeast corner of Lot 1, Block 1, WASECA WASTEWATER TREATMENT FACILITIES FIRST ADDITION, according to the recorded plat thereof, said County; thence South 70 degrees 43 minutes 05 seconds West, assumed bearing along a southeasterly line of said Lot 1, a distance of 72.73 feet; thence South 25 degrees 24 minutes 19 seconds East, 64.82 feet to the point of beginning; thence South 04 degrees 53 minutes 07 seconds West, 36.56 feet; thence South 85 degrees 29 minutes 13 seconds East, 30.59 feet; thence North 15 degrees 40 minutes 04 seconds East, 10.32 feet; thence North 04 degrees 29 minutes 38 seconds East, 26.45 feet; thence North 85 degrees 30 minutes 22 seconds West, 32.34 feet to the point of beginning.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE: *Daniel J. Roeber*

DATE AUGUST 2, 2021 LIC. NO. 43133

Stantec
Minneapolis Office
 733 Marquette Ave
 Suite 1000
 Minneapolis, MN 55402
 Phone: 612-712-2000
 Website: www.stantec.com

SURVEY
 LagoonAccess_V601.dwg

DRAWN
 DJR

PROJ. NO.
 193800266

From: [Cara Brown](#)
To: [Tina Wilson](#); [Alicia Fischer](#)
Subject: Conagra - MPCA email with approvals
Date: Thursday, December 29, 2022 2:57:32 PM
Attachments: [image001.png](#)
[RE ConAgra Foods Packaged Foods LLC - Waseca "47 Pond Closure.msg](#)

Hi Tina and Alicia,

Attached is the email I received from MPCA recently confirming that they have approved the decommissioning of the lagoon and verifying the prior emails in early 2022.

Thank you,
Cara

Caralyn E. Brown
Associate Attorney



525 Park Street, Suite 470
St. Paul, MN 55103
Direct: (651) 259-1915
Office: (651) 225-8840
www.flaherty-hood.com

NOTE: The information contained in this e-mail is confidential and intended only for use by the individual or entity named. If you have received this communication in error, please immediately notify us by replying to this e-mail and destroy the original e-mail and any attachments.

EXTERNAL EMAIL SENDER – Think Before You Click !!

From: [Sekely, Adam \(MPCA\)](#)
To: [Cara Brown](#); [Schnick, Emily \(MPCA\)](#); [Knowles, Scott \(MPCA\)](#)
Subject: RE: ConAgra Foods Packaged Foods, LLC - Waseca "47 Pond Closure"
Date: Tuesday, December 13, 2022 2:12:50 PM
Attachments: [image004.png](#)
[image005.png](#)

Solution Builders - ThnAir

Warning: Sender adam.sekely@state.mn.us has never sent any emails to your organization. Please be careful before replying or clicking on the URLs.

[Report Phishing](#) [Mark Safe](#)

powered by Graphus®

Hi Cara,

This is accurate and complete. We did not issue a formal letter. My email on March 7, 2022, is considered our final approval that all pond decommissioning activities have been satisfactorily completed and that we won't require any additional action with regard to the former wastewater pond.

Adam

Adam Sekely | Hydrologist

Minnesota Pollution Control Agency (MPCA)

Water Quality Permits Unit, Industrial Division

7678 College Road, Suite 105 | Baxter, MN | 56425

218-316-3880

adam.sekely@state.mn.us | www.pca.state.mn.us



Our mission is to protect and improve the environment and enhance human health.

NOTICE: This email (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521. This email may be confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply back to the sender that you have received this message in error, then delete it. Thank you.

From: Cara Brown <cebrown@flaherty-hood.com>

Sent: Tuesday, December 13, 2022 11:47

To: Sekely, Adam (MPCA) <adam.sekely@state.mn.us>; Schnick, Emily (MPCA) <emily.schnick@state.mn.us>; Knowles, Scott (MPCA) <scott.knowles@state.mn.us>

Subject: FW: ConAgra Foods Packaged Foods, LLC - Waseca '47 Pond Closure

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Good Morning,

I am reaching out regarding a pond closure relating to a purchase agreement between the City of Waseca and ConAgra which we will be closing on in January 2023. The pond closure was approved below, however, we want to confirm this is accurate and complete. Was a formal letter ever sent or submitted by the MPCA? We have not received confirmation other than the email below. If a formal version of the approval is available, could we please have a copy provided? At a minimum, please provide confirmation that the below approval is sufficient and that there will be no further MPCA involvement at the site.

Please let me know if there is now a different point of contact where I should direct our questions.

Thank you,

Cara Brown

Caralyn E. Brown

Associate Attorney



525 Park Street, Suite 470

St. Paul, MN 55103

Direct: (651) 259-1915

Office: (651) 225-8840

www.flaherty-hood.com

NOTE: The information contained in this e-mail is confidential and intended only for use by the individual or entity named. If you have received this communication in error, please immediately notify us by replying to this e-mail and destroy the original e-mail and any attachments.

From: Lisa.Timms@conagra.com <Lisa.Timms@conagra.com>

Sent: Tuesday, November 1, 2022 8:58 AM

To: Robert Scott <rtscott@flaherty-hood.com>

Subject: FW: ConAgra Foods Packaged Foods, LLC - Waseca '47 Pond Closure

Below is the email from MPCA approving the '47 pond closure.

Lisa



Lisa Hyre Timms

Senior Counsel | Legal & Government Affairs

222 Merchandise Mart Plaza, Suite 1300 | Chicago, Illinois
60654

o: 312.549.5511 | c: 614.352.4273

lisa.timms@conagra.com

This e-mail message and all attachments, if any, may contain confidential and privileged material and is intended only for the person or entity to which the message is addressed. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email immediately and destroy the original and any copies of the email.

From: Sekely, Adam (MPCA) <adam.sekely@state.mn.us>
Sent: Monday, March 7, 2022 1:53 PM
To: Boehne, Todd (Consumer Foods) <todd.boehne@conagra.com>
Cc: Schnick, Emily (MPCA) <emily.schnick@state.mn.us>; Knowles, Scott (MPCA) <scott.knowles@state.mn.us>; Henry.Blair@conagra.com;
Cavit.Wobschall@conagra.com
Subject: RE: ConAgra Foods Packaged Foods, LLC - Waseca '47 Pond Closure

Hi Todd,

I reviewed the 2021 Industrial By-Product Annual Report submitted December 13, 2021. The report adequately details land application of the solids (sludge) removed during pond decommissioning. This email documents final MPCA approval of the '47 pond closure. No further action is required on your part.

Thank you for your diligence in completing this project.

Adam

Adam Sekely | Hydrologist

Minnesota Pollution Control Agency (MPCA)

Water Quality Permits Unit, Industrial Division

7678 College Road, Suite 105 | Baxter, MN | 56425

218-316-3880

adam.sekely@state.mn.us | www.pca.state.mn.us



Our mission is to protect and improve the environment and enhance human health.

NOTICE: This email (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521. This email may be confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply back to the sender that you have received this message in error, then delete it. Thank you.

From: Todd.Boehne@conagra.com <Todd.Boehne@conagra.com>
Sent: Saturday, February 19, 2022 7:10
To: Sekely, Adam (MPCA) <adam.sekely@state.mn.us>
Cc: Schnick, Emily (MPCA) <emily.schnick@state.mn.us>; Knowles, Scott (MPCA) <scott.knowles@state.mn.us>; Henry.Blair@conagra.com; Cavit.Wobschall@conagra.com
Subject: RE: ConAgra Foods Packaged Foods, LLC - Waseca '47 Pond Closure