

CITY OF CALEDONIA, MINNESOTA

RESOLUTION 2019-009

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CALEDONIA,
MINNESOTA, APPROVING THE ACQUISITION OF REAL PROPERTY IN
CALEDONIA, MINNESOTA, AND AFFIRMING THE REAL PROPERTY'S
COMPLIANCE WITH THE CALEDONIA COMPREHENSIVE PLAN**

- WHEREAS, the City of Caledonia ("City") desires to acquire certain real property located in the City of Caledonia, Houston County, Minnesota, PID No. 211047000, depicted on Exhibit A, referred to herein as the "Property"; and
- WHEREAS, the owner/seller of the Property, The George F. Frisch Trust and the Ann M. Frisch Trust (the "Sellers") intend to sell the Property to the City for \$250,000; and
- WHEREAS, the City desires to acquire the Property because it is in a desirable location and of an appropriate size for rehabilitation or replacement of the City's wastewater treatment plant (the "Project"); and
- WHEREAS, the City also desires to acquire the Property because it is in a desirable location and of an appropriate size for installation of stormwater control measures; and
- WHEREAS, the City further desires to acquire the Property because it is in a desirable location and of an appropriate size to provide walking paths and park area for City residents; and
- WHEREAS, a draft purchase agreement has been prepared and is attached hereto as Exhibit B; and
- WHEREAS, Minnesota Statutes, Section 412.211 provides that the City may purchase real property and maintain the same for the benefit of its citizens; and
- WHEREAS, in accordance with the attached draft purchase agreement, the City and the Sellers expressly understand and agree that the sale of the Property is contingent upon approval by the City Council of the City of Caledonia; and
- WHEREAS, if any transaction approval required in the purchase agreement is not obtained by the closing date stated in the purchase agreement, the purchase agreement shall then be null and void, without further obligation by either party; and
- WHEREAS, Minnesota Statutes, Section 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 compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, the Caledonia City Council serves as the planning commission for the City of Caledonia; and

WHEREAS, the Caledonia City Council has reviewed the Comprehensive Plan and evaluated the impact of the Property on the Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CALEDONIA CITY COUNCIL THAT: The City Council hereby finds that the proposed acquisition of the Property by the City of Caledonia is in compliance with the City's Comprehensive Plan for the following reasons:


- 1) The Property specifically supports the following Comprehensive Plan goals:
 - a) Goal #1: Promote the implementation of a City/regional trail system
 - b) Goal #7: Plan for future infrastructure improvements so that adequate property can be reserved for future facilities.
 - c) Goal #9: Create a high-quality living environment for the citizens of the community in all residential neighborhoods.
 - d) Goal #13: Protect, conserve, and enhance the natural resources and environmentally sensitive areas within the City for the community's long-term

and,

- 2) The proposed use of the Property for a wastewater treatment facility on the west side of the Property and for stormwater retention and park space on the remainder of the Property is compatible with the industrial property adjacent to the west end of the Property and the residential property adjacent to the north, east, and south ends of the Property.

BE IT FURTHER RESOLVED THAT: The City Council hereby approves the attached purchase agreement and authorizes and directs the mayor and city clerk/administrator to: (a) execute the purchase agreement substantially in the form hereby approved and allowing any necessary minor or technical changes approved by the city clerk/administrator, but that those changes may not include the purchase price; (b) execute such other documentation as necessary to close on the purchase of the Property by the City of Caledonia; and (c) record the warranty deed executed by the Sellers and such other documentation as necessary with the Office of the Houston County Recorder.

ADOPTED by the Caledonia City Council this 8th day of July, 2019.


DeWayne "Tank" Schroeder, Mayor

ATTEST:

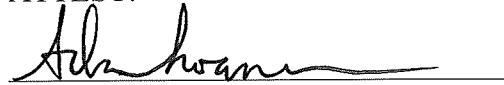

Adam G. Swann, Clerk/Administrator

EXHIBIT A

Depiction of Real Property

Parcel ID 211047000
in the City of Caledonia, MN



The legal description of the property will be determined after a survey.

EXHIBIT B

Purchase Agreement

VACANT LAND PROPERTY PURCHASE AGREEMENT

THIS VACANT LAND PURCHASE AGREEMENT (“Agreement”) is made as of _____, 2019, between the George F Frisch Trust and Ann M Frisch Trust, 1455 Broadway Street, Apt. 122, Winona, MN 55987, (“Sellers”); and the City of Caledonia, a Minnesota municipal corporation, 231 East Main Street, P.O. Box 232, Caledonia, MN 55921, (“Buyer”); (collectively 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 (collectively, the “Property”):

A. Real Property. The real property as legally described for the purposes of this Purchase Agreement as an approximately 18.51 acre parcel of unimproved land located within the City of Caledonia, and identified by Houston County Minnesota Parcel ID Number 21104700. (the “Land”). The Land is depicted on the attached Exhibit A, and all easements and rights benefiting or appurtenant to the Land including any right, title or interest in the bed of any street, road, highway or alley adjoining the Land (collectively the “Real Property”). The parties understand and acknowledge that this Purchase Agreement will be updated after a survey is conducted by the City to obtain a complete and accurate legal description of the Property.

2. PURCHASE PRICE AND MANNER OF PAYMENT. The total purchase price (“Purchase Price”) to be paid by Buyer to Seller for the Property shall be Two Hundred and Fifty Thousand Dollars and No/100ths (\$250,000.00), of which \$5,000.00 has been paid as earnest money upon the signing of this Agreement by Buyer, and will be held by a title company mutually agreeable to Seller and Buyer, and the balance of the Purchase Price payable on the Closing Date.

3. CLOSING. The closing of the purchase and sale contemplated by this Agreement (the “Closing”) shall occur on a date mutually acceptable to Seller and Buyer, but no later than October 1, 2019, subject to extension for title curative matters pursuant to Section 6 (the “Closing Date”). The Closing shall take place at the Title Company, as hereinafter defined, or at such other place as may be agreed to mutually by the parties. Seller agrees to deliver possession of the 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. Two Trustee Deeds (with statement regarding any wells on the Property), in a form reasonably satisfactory to Buyer, conveying the Real Property to Buyer, free and clear of all encumbrances, except the "Permitted Encumbrances" determined pursuant to Section 6 hereof.
- (2) Seller's Affidavits. An Affidavit of Seller indicating that on the Closing Date there are no outstanding or unsatisfied judgments, tax liens or bankruptcies against or involving Seller 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, to Seller's knowledge, 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 Section 6 of this Agreement.
- (3) Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.
- (4) 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.
- (5) Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property.
- (6) Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy to Buyer.

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, payable in immediately available funds.

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

- A.** On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 6.

B. The Inspection Period described in Section 9 shall have expired without Buyer's terminating the Agreement.

C. The representations and warranties of Seller shall be true and correct in all material respects up through and including the Date of Closing.

D. The parties understand and agree that the purchase of the Property is contingent upon approval by the City Council of the City of Caledonia.

The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void.

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

A. Title Insurance and Closing Fee. Buyer shall pay the Title Company's search, examination and commitment fees for an owner's policy of title insurance in the amount of the Purchase Price, any reasonable and customary closing fee or charge imposed by the Title Company, and the Title Company's post-closing search fees, if any.

B. Deed Tax. Seller shall pay the state deed tax on the Trustee Deeds to be delivered by Seller under this Agreement.

C. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing and all prior years will be paid by Seller. Seller shall pay on or before the Closing Date all special assessments that were officially levied or pending as of the date of this Agreement (except installments thereof which are payable along with real estate taxes payable in calendar year 2019 and thereafter). Special assessments levied or which become pending after the date of this Agreement shall be paid by Buyer. General real estate taxes payable in the year of closing shall be prorated between Seller and Buyer based upon the Closing Date.

D. Recording Costs. Buyer will pay the cost of recording the Deeds. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Encumbrances.

E. Other Costs. All utilities shall have a final reading as of the Closing Date and then be transferred to Buyer on the Closing Date. Seller shall be responsible for all charges prior to the final reading; Buyer shall be responsible for all charges after the final reading.

F. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees.

6. **TITLE.** Seller shall convey good and marketable title to the Property to the Buyer, free of encumbrances other than easements, rights of way, ordinances, reservations and restrictions of record as of the Closing Date, which do not materially interfere with Buyer's intended use of the Property and Permitted Exceptions as provided by this Agreement.

A. Title Commitment and Abstract of Title. Within ten (10) business days of the date Buyer providing an updated Survey to the Seller, the Seller shall obtain a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price.

Seller shall deliver to the Title Company any Abstract(s) it may have in its possession.

B. Survey. Notwithstanding any provision to the contrary contained in this Agreement, Buyer shall have the right prior to Closing to obtain a survey of the Property at its cost and expense to ensure that it has an accurate legal description of the Land and to discover any material encumbrances. The Seller agrees to allow the Buyer, or the Buyer's agents, unencumbered access to the Real Property for the purpose of surveying the Real Property. The Buyer, within thirty (30) days upon receipt of the certified land survey contemplated by this paragraph, has the sole right to terminate this Purchase Agreement based on encumbrances found on the survey, or based on the Survey depicting and describing the Real Property in a manner inconsistent with the depiction within Exhibit A.

C. Objections. Within 30 business days after delivery of the Title Commitment to Buyer, Buyer may deliver to Seller such written objections as Buyer may have to anything contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.

D. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy any objection or if, for any reason, Seller is unable to convey title in accordance herewith, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey, without adjustment in the purchase price, or terminate this Agreement by written notice to Seller, provided that such termination notice must be delivered on or before the Closing Date.

E. Permitted Exceptions. The following shall be deemed to be permitted exceptions:

- (1) Building and zoning laws, ordinances, state and federal regulations; and
- (2) The lien of real property taxes payable in the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer.

7. **DAMAGE/CONDEMNATION.** If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event Buyer does not terminate this Agreement during the said fifteen (15) day period, Seller shall have the right, during the succeeding five (5) day period to terminate this Agreement by giving written notice thereof to Buyer. In the event either Buyer or Seller so terminates this Agreement, the parties will have no further obligations under this Agreement.

8. **SELLER'S WARRANTIES.** As an inducement to Buyer to enter into this Agreement of sale and purchase, Seller hereby represents and warrants to Buyer and agrees as follows:

A. To Seller's knowledge, the Property and its current use, are in material compliance with all federal, state and municipal laws, ordinances, rules and regulations, including zoning, subdivision, environmental protection, building, fire and health laws, ordinances, rules and regulations; and Seller has received no notices from any municipal or state or federal regulatory bodies or agencies that the Property is in violation of the provisions of any such laws, ordinances, rules or regulations.

B. There is access to and from the Property to a public street.

C. Seller has disclosed and made available to Purchaser all reports and investigations commissioned by or otherwise readily available to Seller relating to Hazardous Substances and the Property.

D. All permits, licenses, approvals and reports necessary or required for a party to store, use, generate or dispose of any Hazardous Substances within or on the Property have been obtained or made, are being complied with, and are in full force and effect.

E. To the best of Seller's knowledge, no methamphetamine production has occurred on the Property.

F. Seller is not aware of any environmental condition, situation or incident on, at, or concerning the Property, that could give rise to an action or liability under any Environmental Law or other law, rule, ordinance, or common law theory.

G. To the best of Seller's knowledge, (i) there are no past or present investigation, administrative proceedings, litigation, regulatory hearings or other actions proposed, threatened or pending, alleging non-compliance with or violation of any federal, or state or local laws, ordinance, rule or regulations dealing with environmental, health or safety matters ("Environmental Laws") or relating to any required environmental permits, and (ii) neither Seller nor any third party has violated any Environmental Law with respect to the Property or Improvements.

H. To the best of Seller's knowledge, there are not now, nor have there ever been, any wells, operating or abandoned, located in, on or under the Property. As applicable, Seller will provide a Well Disclosure Statement to accompany this Agreement.

I. Neither the Seller nor any of its affiliates, nor any person that controls, is controlled by, or is under common control with Seller, is on the list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor is Seller acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, the United States Treasury Department, or United States Office of Homeland Security as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or pursuant to any law, order, rule or regulation that is enforced or administered by the OFAC.

J. There is in effect no contract or agreement relating to management, maintenance services or operation of the Property that cannot be terminated on or prior to the Closing Date.

K. Seller has paid for, or will pay for on or before the Closing Date, all work, supplies and materials, performed upon and supplied to the Real Property.

L. There exists no litigation affecting or calling into question the Property or any part or component thereof, or Seller's interest therein. There is no condemnation proceeding pending with respect to any part of the Property, and Seller has no knowledge of any threat or the imminence thereof.

M. To Seller's knowledge, no portion of the Property is in a flood plain.

All such representations and warranties shall be true on the Closing Date as if made on and as of such 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.

9. INSPECTION/DUE DILIGENCE PERIOD. Buyer shall have, commencing as of the effective date of this Agreement, until thirty (30) days thereafter (the "Inspection/Due Diligence Period") to (i) conduct such reviews, inspections, soil borings, and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct a Phase I environmental assessment of the Property, and (iii) 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 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 Property for the purpose of inspecting and testing the same and making other observations and taking soils samples and borings as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify and hold Seller 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 of this 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 Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, etc.) of the Property is unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.

10. 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.

11. SURVIVAL. The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents.

12. 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 transmitted by facsimile copy followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: Adam Swann, City Administrator
City of Caledonia
231 East Main Street
P.O. Box 232
Caledonia, Minnesota 55921

If to Seller: George F. Frisch

Trustee of the George F. Frisch Trust
1455 W Broadway Street, Apt. 122
Winona, MN 55987

Margaret A. May
Trustee of the Ann M. Frisch Trust
1455 W Broadway Street, Apt. 122
Winona, MN 55987

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.

13. CAPTIONS. The section/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.

14. 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 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.

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

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

17. REMEDIES.

A. If Buyer defaults under this Agreement, Seller shall have the right to either:

- i. 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 with no further obligation by either party and Seller shall retain the earnest money as liquidated damages or
- ii. Seek specific performance within six months after such right of action arises, including costs and reasonable lawyer's fees, as permitted by law.

B. If Seller defaults under this Agreement, Buyer may either:

- i. Terminate the Agreement upon five (5) business days' written notice to Seller (Seller having cure rights during the 5-day period) or

- ii. Seek specific performance within six months after such right of action arises, including costs and reasonable lawyer's fees, as permitted by law.

18. DATES AND TIME PERIODS. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

19. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts by facsimile or email (pdf), each of which for all purposes shall be deemed an original, and which together shall constitute a single, integrated contract. Delivery of executed counterparts by facsimile or other electronic transmission shall be as effective as delivery of originally executed counterparts.

20. DUTIES OF TITLE COMPANY. The sole duties of the Title Company shall be those described herein, and the Title Company shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. The Title Company may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on the Title Company's part. The Title Company shall have no duty or liability to verify any such notice, consent order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. The Title Company shall be under no obligation to institute or defend any action, suit or proceeding of any connection with this Agreement. If any dispute arises with respect to the disbursement of any monies, the Title Company may continue to hold the same pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless the Title Company from any action taken by it in good faith in the execution of its duties hereunder. The parties hereto agree that there may exist a potential conflict of interest between the duties and obligations of the Title Company pursuant to this Agreement and as insurer of the purchase of the Property by Buyer from Seller. The parties hereto acknowledge such potential conflict and indemnify and hold harmless the Title Company from any claim of conflict of interest arising as a result of its duties hereunder and in determining whether it can give its irrevocable commitment to insure Buyer's title. The provisions of this Section shall survive the termination of this Agreement.

21. BUYER'S TRANSACTION APPROVAL. Buyer's obligation to perform hereunder is contingent upon Buyer obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the City Council of the City of Caledonia. Notwithstanding anything in this Agreement to the contrary, if such approval has not been obtained by the Closing Date, this Agreement shall be null and void without further obligation by either party. Execution of this Agreement by any person on behalf of the Buyer prior to obtaining the necessary approval provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Buyer under this Agreement.

22. ASSIGNMENT. Buyer shall have an unconditional right to assign this Agreement, 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.

23. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that the persons signing this Agreement are authorized signatories for the entities represented; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

Remainder of this page intentionally left blank.

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

Seller: GEORGE F. FRISCH TRUST

Date: _____

By: _____
George Frisch, Its Trustee

Seller: ANN M. FRISCH TRUST

Date: _____

By: _____
Margaret A. May, Its Trustee

Buyer: CITY OF CALEDONIA

Date: _____

By: _____
Adam Swann, City Clerk/Administrator

Date: _____

By: _____
DeWayne (Tank) Schroeder, Mayor

STATE OF MINNESOTA)
COUNTY OF HOUSTON)
CITY OF CALEDONIA)

I, Adam Swann, city clerk and administrator of the City of Caledonia, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 8th day of July, 2019, the original of which is on file in this office. I further certify that 5 members voted in favor of this resolution and that 5 members were present and voting.

Signed Adam Swann
Date July 24, 2019