

Nowthen City Office  
8188 199<sup>th</sup> Ave. NW  
Nowthen MN, 55330  
(763)-441-1347

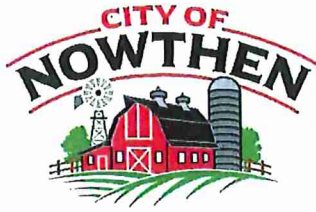


Council Meeting Location:  
Historic Townhall  
19800 Nowthen Blvd NW  
Nowthen MN, 55330

Nowthen City Council  
**February 28, 2024**  
**SPECIAL MEETING**  
6:00 pm

Mary Rainville will be located at 5601 Highway A1A, #200, Indian River Shores, FL 32963  
Anyone wishing to participate from this location please call 612-964-5228

1. Call to Order  
Pledge of Allegiance  
Roll Call  
Approve Agenda
2. Review and Approve Ordinance 2024-02 Amending the Schedule of Fees, Charges, Costs, and Rates for Various Licenses, Permits, and Other Services for the City of Nowthen.
3. Review and Approve Mayor Pilon and Administrator Lehner to sign the Business Subsidy Agreement with Arvig.
4. Adjourn



## REQUEST FOR COUNCIL ACTION

<b>Agenda Item:</b> 2	<b>Department:</b> Administration & Building Inspection	<b>Meeting Date:</b> February 28, 2024	<b>Submitted By:</b> City Administrator Scott Lehner, Deputy Clerk Natalie Johnson, and RRC Staff
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**TITLE OF ISSUE:**

Review and Approve Ordinance 2024-02 Amending the Schedule of Fees, Charges, Costs, and Rates for Various Licenses, Permits, and Other Services for the City of Nowthen

**BACKGROUND AND SUPPLEMENTAL INFORMATION:**

The Nowthen City Council approved Rum River Consultants as their Designated Building Official starting March 1, 2024, at their meeting on Monday, February 13, 2024.

The recommended fee schedule that was included in the Council packet at the February 13<sup>th</sup> meeting did not include an Ordinance amendment. The City Council is requested to review, amend, and approve Ordinance 2024-02.

Attached to this staff report is also a red-lined version of the current fee schedule. At the time the proposed ordinance was drafted, three items were not included which are identified in the requested action below.

Staff and representatives from Rum River Consultants will attend the meeting to review the requested changes. The proposed ordinance has been reviewed by City Attorney Ruppe.

**SOURCE OF FUNDING:** N/A

**REQUESTED COUNCIL ACTION:**

A member of the City Council is asked to make the following amendments with a motion to approve Ordinance 2024-02:

- Add 3.2 Beer- \$500.00 to Cigarette & Liquor Licenses Section
- Add the word "Temporary" in front of 3.2 Beer - \$50.00/day
- Add Residential New Construction Escrow for sod and trees - \$2,500.00 + \$250.00 administrative fee to the Planning, Zoning, & Development Fee Section

**SUPPORTING DOCUMENTS ATTACHED:**

Resolution	Ordinance	Contract	Minutes	OTHER
	X			X

CITY OF NOWTHEN  
ANOKA COUNTY  
STATE OF MINNESOTA

ORDINANCE NO. 2024-01

AN ORDINANCE ADOPTING A SCHEDULE OF FEES, CHARGES, COSTS, AND RATES FOR VARIOUS LICENSES, PERMITS, AND OTHER SERVICES FOR THE CITY OF NOWTHEN, MINNESOTA

WHEREAS, the City Code, Chapter 1, Section 2, provides for city fees; and

WHEREAS, the city is required to adopt a fee schedule.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NOWTHEN ORDAINS:

**Section 1. Authorization and Establishment of Fees.** The City of Nowthen is authorized by law and does hereby establish and impose certain fees, charges, costs, and rates for various licenses, permits, and other services required or provided by the City of Nowthen.

**Section 2. Purpose.** The purpose of this section is to establish certain fees, charges, costs, and rates for various licenses, permits, and other services as established by the Nowthen City Code to equitably allocate administrative costs to those generating the demand or utilizing the service.

**Section 3. Fee Schedule.** The fees, charges, costs, and rates for various licenses, permits, and other services for the City of Nowthen are adopted as set forth on **Schedule A** attached and made part of this ordinance. These fees and charges are deemed appropriate and reasonable. Schedule A and this ordinance may be amended or revised from time to time by subsequent ordinance adopted by the City Council. The fees and charges shall be collected by city staff as required and collected prior to the issuance of a license or permit or acceptance of an application.

**Section 4. Conflict.** In the event of any conflict between this ordinance and any other provisions of the City Code of the City of Nowthen, this ordinance shall control.

**Section 5. Non-exclusive.** This ordinance shall not limit or preclude any other fees, charges, costs, or rates for various licensing permits, and other services required by the City Code of the City of Nowthen or as otherwise established by ordinance or resolution.

**Section 6. Summary Approval.** Pursuant to Minnesota Statutes Section 412.191, Subd. 4, the council hereby determines that publication of the title and a summary of this ordinance will clearly inform the public of the intent and effect of this ordinance. The text of the summary of this ordinance entitled "Official Summary of Ordinance No. 2024-01", a copy of which is attached hereto, is hereby approved.

**Section 7. Publication, Inspection, and Posting.** The City Administrator or Deputy Clerk is hereby directed that only the title of this ordinance and the attached summary be published with a notice that a printed copy of this

ordinance is available for inspection by any person during regular office hours at the office of the Cit Hall. A copy of the entire text of the ordinance shall also be posted at the Nowthen City Hall, 8188 199<sup>th</sup> Ave NW, Nowthen, Minnesota, 55330.

**Section 8. Effective Date.** This ordinance shall be in full force and effect upon its adoption and publication according to law.

Passed and adopted by the City Council of the City of Nowthen this 27<sup>th</sup> day of February 2024.

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Jeff Pilon, Mayor

Attest:

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Scott Lehner, City Administrator



**CITY OF NOWTHEN  
ANOKA COUNTY  
STATE OF MINNESOTA**

**ORDINANCE NO. 2024-01**

**SUMMARY PUBLICATION**

The City Council of the City of Nowthen amended Chapter 1, Section 2: Fee Schedule by replacing the entire section. The purpose of this ordinance is to establish a schedule of fees, charges, costs, and rates for various licenses, permits, and other services as established by the Nowthen City Code to equitably allocate administrative costs to those generating the demand or utilizing the service. A complete copy of the ordinance is available at Nowthen City Hall, 8188 199<sup>th</sup> Ave NW, Nowthen, Minnesota, 55330.

ATTEST:

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Scott Lehner, City Administrator

**SCHEDULE A  
FEE SCHEDULE**

**Administration**

General Labor (Minimum 15 Minutes)	\$28.00/hour
Recording of Deeds	\$46.00/description
Returned Check	\$25.00/check
Public Office Filing	\$5.00
Special Assessment Search	\$15.00
<b>Copies</b>	
All available sized paper	\$0.25/copy
Subdivision Ordinance	\$10.00
Zoning Ordinance	\$20.00
Platting Package	\$10.00
<b>Fire Services</b>	
Emergency Medical Response (non-motor vehicle)	No Charge
Residential Structure Fire	No Charge
Commercial Structure Fire	No Charge
Grass Fires within a State Truck Highway or County Right-of-Way	Cost Incurred
Underground Pipeline Utility Breaks	Cost Incurred
Technical Rescue	Cost Incurred
Search & Rescue	Cost Incurred
Hazardous Materials Released	Cost Incurred
Illegal Activities	Cost Incurred
Arson	Cost Incurred
<b>Animal Control</b>	
Pick-up during regular business hours	\$25.00
Minimum Impound (1 <sup>st</sup> 0 – 24 hours)	\$45.00
Boarding	\$25.00/day
Second Time (repeat) Pick-up	\$120.00
Third Time (repeat) Pick-up	\$240.00
Pick-up After Hours	\$35.00
Veterinary Care	Cost Incurred
Penalty for Non-license	\$6.00
Dangerous Dog Registration	\$500.00
<b>Recycling</b>	
Appliances All Household Appliances: Refrigerators, Washers, Dryers, Water Heaters, Microwaves, Stoves, Dishwashers, Humidifiers	\$10.00 each
Treadmill	\$25.00
Vacuum Cleaner	\$5.00
Commercial/Industrial Freezer (Survell)	\$150.00
Recreational Vehicle (RC) Appliances - Gas/Ammonia	Air Conditioner - \$50.00

	Refrigerator (4' & under) - \$175.00 Refrigerator (over 4') - \$350.00
CRT/Non-flat Screen Television - Diagonal Measure	13" & Under - \$25.00 14" – 19" - \$30.00 20" – 27" - \$35.00 28" & Larger (including console) - \$55.00
Plasma/LCD Television – Diagonal Measure	20" or Less - \$20.00 21" or More - \$30.00
Motherboard/Laptop Computer	\$15.00
Computer or Laptop Monitor (CRTs) – Diagonal Measure	17" or Less - \$30.00 18" or More - \$35.00
Computer or Laptop Model (External)	\$10.00
Computer Mouse & Keyboard	No Charge
Printer	Small - \$15.00 Larger or Laser - \$35.00 Fax Machine - \$20.00
VCR/DVD/CD Player	\$5.00
Radio or Scanner	\$15.00
Stereo Receiver	\$25.00
Stereo Console	\$50.00
Propane Tanks	Less than 3 feet - \$5.00 Greater than 3 feet - \$10.00
Tires (with or without rims)  All other tires not listed, contact First State Tire for pricing	Car/Light Truck, ATV/Motorcycle up to 20" - \$2.50 Semi-Truck/Heavy Duty Truck - \$10.00 Tractor - \$45.00 Loader - \$55.00 Skid Steer - \$12.00 Skid Steer Tracks - \$150.00 Snowmobile Tracks - \$100.00
Fluorescent Bulbs  Bring to city offices for recycling during regular office hours	4' or less; Compact; Circular; U-bend - \$0.75 Over 4' - \$1.00 High Density - \$5.00 Bulb Ballast - \$2.00
Mattresses & Box Springs  Bring to city offices for recycling during regular office hours	\$25.00/item
<b>Historic Town Hall Use</b>	
Nowthen Resident	Rental - \$50.00 Key, Damage & Cleaning Deposit - \$50.00
Non-Resident	Rental - \$150.00 Key, Damage & Cleaning Deposit - \$50.00
Government Groups Nowthen Senior Citizens (62 years or older) Nowthen Resident funerals Nowthen Lions Nowthen Heritage Committee	Rental – No Charge Key, Damage & Cleaning Deposit - \$50.00
Kitchen Use	Key, Damage, & Cleaning Deposit - \$25.00

Chairs	Rental - \$0.50/chair Damage & Cleaning Deposit - \$25.00
<b>Parks Usage</b>	
Twin Lakes Beach Shelter & Nowthen Memorial Park Shelter	Damage Deposit - \$50.00 Rental Resident - \$50.00 Rental Non-Resident - \$100.00
All Other Park Shelters	Damage Deposit - \$50.00 Rental Resident – Free Rental Non-Resident – \$25.00
Twin Lakes Park Concession	Damage Deposit - \$50.00 Rental Fee - \$25.00
Softball/Soccer Field (3-hour Minimum)	Damage Deposit - \$100.00 Resident & Non-Resident Rental - \$10.00/hour
Baseball Field (3-hour Minimum)	Damage Deposit - \$100.00 Resident & Non-Resident Rental - \$10.00/hour
Tournament Field Usage	Damage Deposit - \$100.00 Resident & Non-Resident Rental - \$250.00
The City of Nowthen City Council reserves the authority to change or waive fees for non-profit organizations for all field activities.	
Field Maintenance – Field dragged & foul lines marked	\$50.00
<b>Newsletter Advertising</b>	
1/8 Page	\$75.00
1/4 Page	\$150.00
1/2 Page	\$225.00
Full Page	\$350.00
<b>Maps</b>	
City Base Map	22" x 34" - \$6.50 36" x 44" - \$10.00
Zoning Map	11" x 17" - \$1.00
<b>Cigarette &amp; Liquor Licenses</b>	
Cigarette	\$125.00
Off-Sale Intoxicating (includes Sunday Off-Sale)	\$240.00 This fee is subject to a \$100.00 reduction if the license applicant adopts the programs listed in Minnesota Statute 340A.408, Subd. 3(c)
On-Sale Intoxicating	\$1,500.00
On-Sale Club	Under 200 Members - \$300.00 201 – 500 Members - \$500.00 501 – 1,000 Members - \$650.00 1,001 – 2,000 Members - \$800 2,001 – 4,000 Members - \$1,000.00 4,001 – 6,000 Members - \$2,000.00 Over 6,000 Members - \$3,000.00
Sunday On-Sale Intoxicating	\$200.00
Combination On/Off Sale	\$1,740.00
Temporary On-Sale Intoxicating	\$50.00/day

On-Sale Wine	\$750.00
3.2 Beer	\$50.00/day
One-Day Consumption and Display	\$25.00
Consumption and Display	\$300.00
Background Investigation	\$500.00
Renewal Background	\$100.00
<b>Dog Licenses</b>	
1-Year License	\$3.00/tag
2-Year License	\$5.00/tag
3-Year License	\$8.00/tag
Replacement Tag	\$1.00
Annual Kennel Inspection	\$150.00
Private Kennel License	Application - \$25.00 Annual Renewal (per residence) - \$5.00
Commercial Kennel License	Application - \$25.00 Public Hearing - \$250.00 Annual Renewal (per business) - \$5.00

### Building Inspection & Permit Fees

The administration and issuance of permits and the collection of fees shall be as authorized in Minnesota Statutes, Chapter 326B, Minnesota Administrative Rules 1300.0120 and 1300.0160, and as provided by this fee schedule. Fees are to be commensurate with the service provided. Permit fees not specifically identified within this fee schedule are based on the valuation determined by Subdivision 2.

**Subd. 1. Permit and Inspection Fees for Residential Building, Commercial Building, Fire Suppression, Fire Alarm, Commercial Mechanical, and Commercial Plumbing.** The minimum fee for processing these permits is \$100.00.

Total Valuation	Permit Fee
\$1.00 to \$2,000.00	\$100.00 Minimum
\$2,001.00 to \$25,000.00	\$100.00 for the first \$2,000.00 plus \$16.55 for each additional \$1,000.00 or fraction thereof, to and including \$25,000
\$25,001.00 to \$50,000.00	\$464.15 for the first \$25,000.00 plus \$12.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000
\$50,001.00 to \$100,000.00	\$764.15 for the first \$50,000.00 plus \$8.45 for each additional \$1,000.00 or fraction thereof, to and including \$100,000
\$100,001.00 to \$500,000.00	\$1,186.65 for the first \$100,000.00 plus \$6.75 for each additional \$1,000.00 or fraction thereof, to and including \$500,000
\$500,001.00 to \$1,000,000.00	\$3,886.65 for the first \$500,000.00 plus \$5.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000; and
\$1,000,001.00 and up	\$6,636.65 for the first \$1,000,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof

**Subd. 2. Project Valuation Determination.** The Designated Building Official has the authority and responsibility to determine project valuation for the purposes of establishing applicable plan review and permit fees. Valuation data may be referenced from the State of Minnesota and/or the International Code Council.

**Subd. 3. Plan Review Fees.** Where a plan review fee is performed and charged, the minimum plan review fee for all permits is \$50.00. Plan review fees for building, fire suppression, and fire alarm permits shall be sixty-five percent (65%) of the building permit fees as set forth in Subdivision 1 of this Section. Plan review fees for similar plans are set forth in Minnesota Rules 1300.0160.

Plan review fees for all commercial mechanical permits shall be ten percent (10%) of the permit fee when a project job valuation is determined to exceed \$30,000.00.

In the event a permit applicant submits an application that requires plan review and decides not to proceed with the building project after the plan review has been completed, the plan review fee will be billed by the jurisdiction to the permit applicant.

**Subd. 4. State Surcharge on Building, Mechanical, and Plumbing Permits.** In addition to the permit fees established in this fee schedule, a surcharge fee shall be collected on all permits issued for work governed by the Minnesota State Building Code in accordance with Minnesota Statutes, Section 326B.148.

**Subd. 5. Refunds.** The jurisdiction may refund up to 80% of the permit fees in which no work has been done and no inspections have been made. Requests for refunds must be made by the permit applicant in writing within 180 days of issuance. Within 10 days of receipt, the Building Official must review the refund request and determine the amount to be refunded or deny the refund request for cause.

No refunds will be approved or granted for the following: plan review fees, state surcharge fees, re-inspection fees, or any other services that have previously been rendered.

**Subd. 6. Work Without a Permit.** Work commenced without a permit may result in additional fees as specified in MN Rules 1300.010, Subpart 8.

**Subd. 7. Validity, Expiration and Suspension or Revocation of Permits.** The validity, expiration, and suspension or revocation of permits shall be as provided by MN Rules 1300.0120, Subparts 10, 11, and 12.

**Subd. 8. Residential Mechanical Permit Fees for Structures Regulated under the Minnesota Residential Code.**

New construction mechanical (includes HVAC system, mechanical ventilation system, and gas lines)	\$150.00 per unit
Addition, alteration, remodel, or replacement mechanical	\$100.00
Basement finish mechanical	\$100.00, if not a rental property and the owner is performing the work, the mechanical permit fee is included with their building permit fee
Fireplace	\$100.00
Garage heater	\$100.00
Gas lines	\$100.00
Miscellaneous mechanical appliance	\$100.00
All other minor mechanical work	\$100.00
Furnace and air conditioner units installed and inspected simultaneously	\$185.00



**Subd. 9. Residential Plumbing Permit Fees for Structures Regulated Under the Minnesota Residential Code.**

New construction plumbing	\$150.00 per unit
Addition, alteration, remodel, or replacement	\$100.00
Basement finish	\$100.00, if not a rental property and the owner is performing the work, the plumbing permit fee is included with their building permit fee
Water heater	\$100.00
Water conditioning system	\$100.00
Miscellaneous plumbing fixtures	\$100.00
Municipal sewer connection	\$100.00
Municipal water connection	\$100.00
Water heater and water conditioning system units installed and inspected simultaneously	\$185.00

**Subd. 10. Other Permits and Fees.**

Accessory structures	Refer to Subd. 1 table. A 65% plan review may apply, maximum permit fee - \$825.00 which includes plan review
Structure additions, alterations	Refer to Subd. 1 table. A 65% plan review may apply
Structure remodel	Refer to Subd. 1 table. A 65% plan review may apply
Basement finishes	Refer to Subd. 1 table. A 65% plan review may apply, maximum permit fee - \$500.00 which includes plan review
Deck	Refer to Subd. 1 table. A 65% plan review may apply
Fence over 7 feet high	Refer to Subd. 1 table. A 65% plan review may apply
Residential structure moving (additional fees incurred exceeding 60 miles from the jurisdiction)	\$250.00
Residential roofing	\$100.00
Residential siding	\$100.00
Residential window replacement (same size)	\$100.00
Commercial demolition	Refer to Subd. 1 table. 65% plan review may apply
Residential demolition	\$200.00
Manufactured home set-up (foundation and connections only)	\$175.00
Solar/Photovoltaic Systems (up to 3.5kW)	\$175.00
Solar/Photovoltaic Systems (over 3.5kW)	Refer to Subd. 1 table. 65% plan review may apply
Residential irrigation system, including backflow prevention	\$100.00
Association, commercial, industrial, multi-family irrigation system	Refer to Subd. 1 table. 65% plan review may apply
Miscellaneous commercial or residential building permits for which no fee is specifically indicated	Refer to Subd. 1 table, 65% plan review may apply
Temporary Heating Equipment	\$150.00
Inspections which no fee is specifically indicated	\$90.00 per hour
Additional plan review required by changes, additions, or revisions to previously approved plans	\$90.00 per hour

Re-inspection fees	\$90.00 per hour/inspection – whichever is greater (minimum charge of 1 hour)
Inspections outside of normal business hours	\$125.00 per hour (minimum charge of 2 hours)
Change of Occupancy	Refer to Subd. 1 table. 65% plan review may apply (minimum fee of \$300.00, separate building permit may be required)
Septic System - Residential New or Replacement	\$350.00
Septic System - Commercial New or Replacement	Refer to Subd. 1 table. 65% plan review may apply
Septic System - Tank Replacement/Holding Tank	\$175.00
Operating Permit	\$200.00 Annually
Maintenance/Pumping Permit	\$10.00 Triennial

### Planning, Zoning, & Development Fees

<b>Development Fees</b>	
Subdivision Lot Split or Reconfiguration	Application - \$200.00 Escrow - \$1,000.00 Recording - \$46.00/lot
Minor Subdivision (1 – 3 lots)	Application - \$200.00 + \$50.00/lot Escrow - \$1,000.00 Recording - \$46.00/lot
Platting  Park Dedication & Administration Fees, Security Escrow, and Engineering Escrow must be paid prior to the mylars, or deeds being stamped by the City Clerk	Application - \$200.00 + \$50.00/lot Escrow - \$1,500.00 Public Hearing - \$250.00 Security Escrow - 150% of the estimated construction cost Engineering Escrow – 7% Initial Security Amount Administration – 1% Total Construction Cost
Comprehensive Plan/Zoning Ordinance Amendment	Application - \$200.00 Escrow - \$1,000.00 Public Hearing - \$250.00 Recording - \$46.00
Conditional Use Permit, Interim Use Permit, or Variance	Application - \$200.00 Escrow - \$1,000.00 Public Hearing - \$250.00 Recording - \$46.00
Site Plan or Concept Plan	Application - \$200.00 Escrow - \$1,000.00
Grading Plan Review and/or Grading Permit	Application - \$200.00 Escrow - \$1,000.00 Security Escrow - 150% of the estimated construction cost
Excavation & Mining Permit	Application - \$250.00 Escrow - \$1,500.00 Public Hearing - \$250.00 Material Removal - \$0.07/cubic yard Annual Review - \$100.00
Easement Vacation	Application - \$200.00 Escrow - \$300.00 Public Hearing - \$250.00 Recording - \$46.00

Wetland Delineation Review	Engineering Review Escrow - \$2,000.00
Right-of-Way Management	Registration - \$150.00 (one-time charge) 0 – 1,000 linear feet - \$30.00
<p><b>Professional Fees &amp; Escrow Amounts:</b>  The City Council shall establish fees by Ordinance as necessary for the administration of land use requests. The City Council may periodically review and revise all or portions of the fee schedule. The acceptance of all land use applications and issuance of permits shall not occur until a complete application has been filed and the appropriate fee has been paid. Land use applications must be accompanied by a fee and a non-interest-bearing escrow deposit. The escrow deposit is required to cover all costs incurred for staff and consultants; time directly related to processing applications, preparation of studies, and any other cost incurred with processing zoning applications. All fees and expenses are due whether the application is approved or denied.</p>	
<p><b>Responsibility for Fees &amp; Costs:</b>  The property owner of the property subject to the land use application shall be responsible for all costs incurred by the City in processing said land use application and enforcing the terms of any agreements relating to the land use application including, but not limited to, attorney's fees, engineering or planning fees. The costs generally include, but are not limited to, professional consulting services retained by the City, copying Charges, City staff time to review and process application, hearing notice publications, postage for mailed notices, and any other costs necessary to process the application.</p>	
<p><b>Escrow:</b>  When a land use application has been submitted, the property owner shall deposit funds in an escrow account with the city (which may from time to time be changed to an amount determined by the Zoning Administrator to be necessary to cover such costs prior to commencement of the review stage of the application). The property owner shall reimburse the escrow account for any deficits caused if the amount expended by or billed to the city by the Consultants exceeds the fund balance. The City shall refund any amount deposited in the escrow account not expended, within thirty (30) calendar days after final action on the application. The City shall not pay interest on such escrow fund deposits.</p>	
<p><b>Certification of Unpaid Costs &amp; Expenses:</b>  All unpaid expenses incurred by the City under the City Code not covered by the escrow will be charged against the parcel subject to the land use application and will be the responsibility of the property owner pursuant to MN Statute Chapter 462, MN Statute §462.353, MN Statute §415.01 and MN Statute §366.012 and any other relevant statutes. The property owner shall be invoiced for the City's costs to where property tax statements are sent by the County. The invoice shall be paid within 30 days of the date of the invoice. Invoices not paid within 30 days of request for payment by the City shall accrue interest at the rate of 6% per year. Should property owner not reimburse the City within said time, the City shall be authorized to certify said unreimbursed costs plus interest to the County Auditor for payment with the property owner's property taxes and said certified amounts shall constitute a lien against the property which shall be collected and enforced in the same manner as general property taxes pursuant to MN Statute §366.012. This cost recovery plus interest shall be in addition to any penalty or legal or equitable remedy the City may seek or receive for the violation of the City Code.</p>	
<p><b>Special Assessment:</b>  The City may approve a special assessment for the installation of required municipal improvements which the property owner specifically agrees to be assessed for 100% of the project costs and waives all appeal rights under MN Statutes 429.081 or any other relevant statute. Said special assessment agreement shall be subject to the review and approval of the City Attorney.</p>	
<p><b>Grading, Landscaping, and Construction Escrows (Compliance with MPCA, NPDES, National Pollutant Discharge Elimination System in Compliance with City Code Section 9-4-5 F, &amp; G)</b></p>	

Single Family New Construction (Low Priority Uses):	NPDES Inspection Fee - \$200.00/lot NPDES Inspection/Compliance Escrow - \$2,000.00/lot
Single Family Alterations (Low Priority Uses): NPDES Inspection Escrow for separate grading permits or any other land disturbing activities which, in whole or in part, encompass 10,000 square feet or more, but do not exceed one (1) acre (43,560 square feet)	NPDES Inspection Fee - \$200.00/project NPDES Inspection/Compliance Escrow - \$1,000.00/project
All Other Uses (High Priority Uses): NPDES Inspection Escrow for all new non-residential principal or accessory buildings, building additions, platted subdivisions, grading permits, mining permits, and all land disturbing activities	\$2,000/lot minimum or as required by the City Engineer

### Other Fees

Professional Consultant	Costs Incurred
Special Meetings	Public Hearing - \$500.00 City Council - \$500.00
Public Safety	Littering & Illegal Dumping - \$100.00 + Costs Incurred
Administrative Enforcement Penalties	Class A - \$50.00 Class B - \$200.00
Administrative Hearing The administrative hearing fee and any costs incurred throughout the hearing process shall be paid by the party who does not prevail	\$100.00



## REQUEST FOR COUNCIL ACTION

<b>Agenda Item:</b> 2	<b>Department:</b> Administration & Building Inspection	<b>Meeting Date:</b> February 28, 2024	<b>Submitted By:</b> City Administrator Scott Lehner, Deputy Clerk Natalie Johnson, and RRC Staff
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**TITLE OF ISSUE:**

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**SUPPORTING DOCUMENTS ATTACHED:**

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	X			X



(Ord 2020-06; adopted  
Dec. 8, 2020)

C. Building Permits and Inspections

1. The valuation determined for a project shall be by legal means and used in determining fees as stipulated by the 1997 Uniform Building Code method. This provides for the fee to be adjusted in accordance with the total cost of the project. The 1997 UBC document is available on the State of Minnesota Website <http://www.doli.state.mn.us/> and offered as an option for jurisdictions to use when calculating fees. (replaced with the proposed language in Subd. 2)

This was replaced with the proposed language in Subd. 3

a. ~~Plan Check/Document Evaluation for Residential and Commercial Projects~~ 65% of Permit Fee (no change)

b. ~~Master Plan~~  
~~When submittal documents for similar plans are approved, plan review fees shall not exceed 25% of the normal building permit fee established and charged for the same structure. Plan review fee for the original plan review is 65% of Permit Fee.~~

c. ~~Review of State approved plans~~ 25% of Plan Review (by Statute)  
~~Plan Review required by the adopted fee schedule for orientation to the plans.~~

d. Demolition Permit Residential is proposed at \$200.00 which should be less than valuation No change for Commercial Based on Valuation

e. Exterior Structures

1) ~~Retaining Wall (over 4' in height)~~ Covered in Subd. 1 Based on Valuation

2) ~~Fence (over 7' in height)~~ Covered in Subd. 1 Based on Valuation

Sheds (over 200 square feet) Re-named to "Accessory structures". Still based on valuation, however, RRC proposes a maximum fee of \$825.00 which includes plan review Based on Valuation

4) Swimming Pools \$50.00  
~~Seasonal Residential Swimming Pools Over 24" high and 5000 gallons, installed entirely above grade. Allowed to be installed with a single application and approval, provided that the same pool is installed in the same location each year. Once approved, the pool may be put up and taken down any number of times. A site plan is required to be approved as a part of the permit submittal, and must be kept on site for review as needed.~~

This has been deleted from the fee schedule. If the Council would like a resident to obtain a pool for an above ground pool that does not meet the building code requirements, it would need to be a zoning permit and moved to the zoning section of the fee schedule and the City Council would need to consider adopting an ordinance to regulate these types of pools, such as the International Swimming Pool and Spa Code (model code).

~~Permanent and i~~n-ground Swimming Pools Based on Valuation \$150.00+travel/mileage

Pre-moved in single family dwelling Renamed to "Residential structure moving (additional fees incurred exceeding 60 miles from the jurisdiction) \$250.00 and includes travel and mileage as long as the move doesn't exceed



60 miles from Nowthen

- Travel time and mileage from municipality office calculated by Google Maps.
- g. ~~Pre-moved-in accessory structure (accessory structures are covered in Subd. 1)~~ Pre-moved-in accessory structure (accessory structures are covered in Subd. 1) ~~\$100.00+travel/mileage~~ \$100.00+travel/mileage
- Travel time and mileage from municipality office calculated by Google Maps.
- h. ~~Connection fee~~ RRC does not understand this fee or why it was charged
- 1) ~~Moved-in-Structure~~ Moved-in-Structure ~~\$200.00~~ \$200.00  
~~Does not include foundation/interior remodel~~
- 2) ~~Plumbing~~ Plumbing ~~\$75.00~~ \$75.00
- 3) ~~Mechanical~~ Mechanical ~~\$75.00~~ \$75.00
- i. ~~Manufactured Home Installation (the proposed change includes foundation and connections)~~ Manufactured Home Installation (the proposed change includes foundation and connections) ~~\$250.00~~ \$175.00  
~~Does not include foundation~~
- j. ~~Site work for manufactured, prefab, or moved-in home (Foundation, basement, etc.)~~ Site work for manufactured, prefab, or moved-in home (Foundation, basement, etc.) ~~Based on Valuation~~ Based on Valuation
- Basement Finish (Still based on valuation, however, RRC proposes a maximum fee of \$500.00 which includes plan review and if the homeowner is doing the plumbing and mechanical work, it will be an all-inclusive permit)
- k. ~~Basement Finish (Still based on valuation, however, RRC proposes a maximum fee of \$500.00 which includes plan review and if the homeowner is doing the plumbing and mechanical work, it will be an all-inclusive permit)~~ Basement Finish (Still based on valuation, however, RRC proposes a maximum fee of \$500.00 which includes plan review and if the homeowner is doing the plumbing and mechanical work, it will be an all-inclusive permit) ~~Based on Valuation~~ Based on Valuation
- ~~Separate plumbing & mechanical permits required~~  
~~ISTS Permits (Individual Sewage Treatment System)~~  
Septic permits for residential new and repair were lowered. Commercial is based on valuation and a tank replacement and/or holding tank septic permit is proposed at \$175.00
- l. ~~1) New, Replace, or Repair~~ 1) New, Replace, or Repair ~~\$375.00~~ \$350.00  
~~(Second soils verification required, to be provided by septic contractor)~~
- 2) ~~Type I-IV~~ Type I-IV ~~\$225.00~~ \$225.00
- 3) ~~Type V~~ Type V ~~Costs Incurred~~ Costs Incurred
- 4) ~~Operating Permit~~ Operating Permit ~~\$125.00~~ 200.00/year  
~~(Monitoring Permit; Maintenance Agreement)~~
- m. ~~Septic System Pumping Permits~~ Septic System Pumping Permits ~~Maintenance/Pumping Permit~~ Maintenance/Pumping Permit ~~\$10.00/permit~~ \$10.00/permit ~~triennial~~ triennial
2. Residential Building Fees
- a. Maintenance Permits
- 1) ~~Re-Roof~~ Residential Roofing ~~\$95.00~~ 100.00
- 2) ~~Re-Side~~ Residential Siding ~~\$95.00~~ 100.00
- 3) ~~Re-Window~~ Residential window replacement (same size) ~~(Replace same size windows)~~ \$95.00
- ~~Re-Door/Garage-Door~~ RRC does not feel this permit is necessary ~~(Same size)~~ \$95.00
- b. Plumbing Permits All residential plumbing permits are in Subd. 9. New construction - \$150.00

All other residential plumbing permits - \$100.00, except when a water heater and water conditioning system are installed and inspected simultaneously - \$185.00

- 1) New Fixtures \$7.50 per fixture with a \$75.00 minimum
- 2) Lawn irrigation systems \$50.00
- 3) Fixture Maintenance \$50.00

This permit is for replacing a previously existing fixture or appliance where only disconnecting and reconnecting of existing pipes or ducts is to be done. Changing vent systems, running new drain or supply lines, or replacing or installing new ductwork, pipes or vents is not fixture maintenance. (Examples: Sink, Toilet, Water Softener, Hose Bib, or Water Heater replacement)

Mechanical Permits All residential mechanical permits are in Subd. 8. New construction - \$150.00  
All other residential plumbing permits - \$100.00, except when a furnace and air conditioner are installed and inspected simultaneously - \$185.00

- c. 1) New Appliances \$37.50 per unit with a \$75.00 minimum
- 2) Gas Line (with Mechanical Permit) \$12.50 per gas line with a \$25.00 minimum
- 3) Gas Line Only \$40.00
- 4) Fireplace Insert (same as New Appliances above)
- 5) Fireplace Masonry (Building Permit required) Based on Valuation
- 6) Fixture Maintenance \$50.00

This permit is for replacing a previously existing appliance where only disconnecting and reconnecting of existing pipes or ducts is to be done. Changing vent systems, running new gas lines, or replacing or installing new ductwork, pipes or vents is not fixture maintenance. (Examples: Furnace, Boiler, A/C or Water Heater replacement) If Furnace and A/C can be inspected at the same time, it can be issued as one Fixture Maintenance Permit.

3. Commercial Building Fees (all commercial permits are covered in Subd. 1)

All Commercial Permit applications require plan review, and permit fees are based on valuation. Includes: Re-roof, Re-side, Re-window, Re-door, Mechanical, Plumbing, and Demolition.

- a. Building Permit Minimum \$75.00
- b. Plumbing Based on Valuation; \$75.00 Minimum
- c. Mechanical Based on Valuation; \$75.00 Minimum
- d. Gas Line Minimum \$50.00
- e. Signs Based on Valuation

f.	Above-Ground Storage Tanks		Based on Valuation
g.	Fuel Tank Removal		Based on Valuation
h.	Fire Sprinkler Systems	(Require regular Building Permit)	Based on Valuation
i.	Fire Alarm Systems	(Require regular Building Permit)	Based on Valuation
4.	Other Inspections and Fees		
			<del>\$50.00 per trip</del>
			<del>\$90.00 per hour/inspection</del>
			<del>whichever is greater</del>
			<del>(minimum charge of 1 hour)</del>
a.	Re-Inspection		
	After-Hours <del>and Weekend Inspections</del> (if scheduled in advance and		<del>\$60.00/hr., 2 hr. min.</del>
b.	<u>approved, no charge</u> )		<u>Emergencies: \$125.00/hour</u>
			<u>(minimum charge of 2 hours)</u>
c.	Additional Plan Review	<del>\$60.00/hr., 1 hr. min.</del>	
		<del>\$90.00/hour</del>	
	Required changes, additions or revisions to approved plans <u>only used when there is a major change in the approved building plan set</u>		
	<del>Special Investigation Fee</del> <u>Covered in Subd. 6 and this is determined by Minnesota Rules 1300.010, Subp. 8</u>		
d.			<del>100% of Permit Fee</del>
	<del>Work Started without obtaining a building permit</del>		
	<del>Lead Certification</del> <u>(RRC does not charge to check certifications or licenses)</u>		
e.			\$5.00
	<del>Permit Extension within 6 months of expiration</del> <u>(RRC follows Minnesota Rules 1300.0120, Subp. 10, 11, &amp; 12 and does not charge for extensions)</u>		
f.			<del>50% of Permit Fee</del>
	<del>New Permit Required</del>		
g.	<del>Permit Renewal after 6 months of expiration</del>		
	<del>(New Permit Required)</del>		
			Based on Valuation of Remaining Work
			<del>\$75.00</del> <u>Based on valuation with a minimum fee of \$300.00 - separate building permits may be required</u>
h.	Change of <del>Use</del> <u>Occupancy</u>		<del>\$65.00</del> <u>New home inspections are included with the building permit - no additional inspections are charged unless repetitive reinspections are performed</u>
i.	<del>Pre-Final Inspection</del>	<del>(New home or structure)</del>	
	<del>Temporary Certificate of Occupancy-Escrow</del> <u>RRC does not issue</u>		
j.	<u>Temporary Certificate of Occupancies</u>		<del>\$2,500+</del>
			<del>Non-Refundable \$250.00</del>
	<u>Refunds</u> <u>Now covered in Subd. 5 of the proposed Ordinance. 80% of permit fee and no refund on plan review, state surcharge, re-inspection, or other services already rendered</u>		
k.			
	<del>1) Plan Review</del> <u>(if plan review has not started)</u>		<del>No Charge</del>



- |  |            |
|--|------------|
| 2) Plan Review (if plan review has started)  | No Refund  |
| 3) Permit Fee (if work not started within 6 months of permit issuance by Municipality) | 75% Refund |
| 4) Maintenance Permits   | No Refund  |
| 5) State Surcharge   | No Refund  |

(Ord 2020-06; adopted Dec. 8, 2020)

## Natalie Johnson

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**From:** Bob Ruppe <bob@couriruppe.com>  
**Sent:** Thursday, February 22, 2024 9:47 AM  
**To:** Scott Lehner; Natalie Johnson; Jeff Pilon; blake.kunza@arvig.com  
**Subject:** City of Nowthen; Arvig Business Subsidy Agreement  
**Attachments:** Business Subsidy Agreement (2024).docx

Scott, Natalie, Blake, and Jeff,

Attached please find a draft Business Subsidy Agreement with Arvig for the current Internet Project. As we discussed, I used the 2020 version of the Business Subsidy Agreement with Arvig as the basis for this Agreement and only changed those terms necessary to reflect the current project. No substantive changes to the original agreement have been made.

This Agreement has Arvig being reimburse in the total amount of \$164,795.25 upon completion of the project and submittal to the City of a certificate signed by an authorized company representative stating that the project has been completed. This is consistent with the original 2020 Agreement with Arvig and Anoka County policy regarding use of ARPA funds.

Exhibit A to the Agreement will be provided by Arvig.

Please call with any questions.

Robert T. Ruppe  
Couri & Ruppe, P.L.L.P.  
P.O. Box 369  
705 Central Avenue East  
St. Michael, MN 55376  
(763) 497-1930 Office  
(612) 210-8679 Cell  
(763) 497-2599 Fax

**BROADBAND DEVELOPMENT AGREEMENT**

**Dated as of February 28, 2024**

**between**

**CITY OF NOWTHEN, MINNESOTA**

**and**

**ARVIG ENTERPRISES, INC.  
d/b/a ARVIG**



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## **BROADBAND DEVELOPMENT AGREEMENT**

THIS BROADBAND DEVELOPMENT AGREEMENT (this “Agreement”), made as of the 28<sup>th</sup> day of February, 2024, between the CITY OF NOWTHEN, MINNESOTA, a municipal corporation under the laws of the State of Minnesota (as more particularly defined herein, the “City”), and ARVIG ENTERPRISES, INC. a Minnesota corporation d/b/a Arvig (as more particularly defined herein, the “Company” or “Arvig”),

### WITNESSETH:

WHEREAS, the Company is arranging for the construction and installation of a broadband communications network and related facilities (as more fully described herein, the “Project Facilities”) within the jurisdiction of the City; and

WHEREAS, the City Council has determined that expanding broadband capacity within the City is necessary for the preservation and enhancement of the tax base, will help to provide communications infrastructure and thus provide an enhanced level of services to City residents wishing to receive service from Arvig, provide for distance learning and telework; and

WHEREAS, the City proposes to use City economic development funds and County supplied American Rescue Plan Act funds (hereinafter “Economic Development Funds”) to provide a portion of the financing for the Project Facilities, as further provided herein; and

WHEREAS, the City has agreed to provide Economic Development Funds in the amount of \$164,795.25 to the Company; and

WHEREAS, the City believes that the development and construction of the Project Facilities and fulfillment of this Agreement are in the best interests of the City, will result in preservation and enhancement of the tax base, will help to provide communications infrastructure and thus provide an enhanced level of services to City residents wishing to receive service from Arvig, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project Facilities are being undertaken and assisted; and

WHEREAS, pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), the City is authorized to grant business subsidies to facilitate development within its jurisdiction and the State of Minnesota (the “State”); and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Act, after a public hearing for which notice was duly published; and

WHEREAS, the parties have negotiated this Agreement to include a business subsidy agreement under the Business Subsidy Act.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Article I and any other capitalized terms defined in the recitals and succeeding Articles of this Agreement shall, for all purposes of this Agreement and of any agreement supplemental hereto, have the meanings herein specified, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined:

“Affiliate” means a person who is directly controlling or controlled by or under direct or common control with the Company; “control” means the power to direct management and policies, directly or indirectly, whether through ownership, by contract, or otherwise.

“Agreement” means this Broadband Development Agreement.

“Authorized Company Representative” means any person at the time designated to act on behalf of the Company.

“Broadband Services” means telecommunication services, including internet access, cable television and telephone to be provided by the Company through the Project Facilities.

“Business Subsidy Act” has the meaning given such term in the Recitals.

“Company” means Arvig Enterprises, Inc. a Minnesota corporation d/b/a Arvig, its successors and assigns.

“Completion Date” means the date of completion of the Project Facilities or any portion thereof, established as provided in Section 3.05.

“Default” means default by the Company in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Agreement, exclusive of any notice or period of grace required for a default to constitute an “Event of Default” as described in Section 7.01 of this Agreement.

“Event of Default” means an Event of Default described in Section 7.01 of this Agreement which has not been cured.

“Permitted Encumbrances” As of any particular time: (i) liens for taxes and assessments not then delinquent, (ii) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, (iii) utility, access, and other easements and rights-of-way, restrictions, and exceptions existing as of the date hereof, (iv) such minor defects, irregularities, encumbrances, easements, rights-of-way, and clouds on title as normally exist with respect to similar property and do not in the aggregate materially impair the property affected thereby for the purposes for which it was acquired, and (v) building, zoning, and subdivision laws.

“Project Budget” means the total sources of funds for the Project Facilities as set forth on Exhibit A attached hereto.

“Project Costs” means those costs of the Project Facilities set forth on the Project Budget.

“Project Facilities” means all properties and assets, real and personal and tangible and intangible, of the Company now or hereafter existing, used for or pertaining to the System owned or operated by the Company to provide video, voice and data services to customers in the Service Area, as further described in Section 1.03.

“Project Fund” means the Economic Development Funds received by the City from Anoka County that are being contributed by the City towards the Project Costs.

“Service Area” means the geographic service area of the System and geographic area to be provided service Arvig, as described in Exhibit A.

“Subsidy” means the amount of Economic Development Funds being contributed by the City.

“System” means the broadband communications network and related facilities to be owned and operated by the Company to provide Broadband Services in the Service Area.

“City” means the City of Nowthen, Minnesota, its successors and assigns.

“Unavoidable Delays” means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of war, terrorism, strikes, other labor troubles, fire or other casualty to the Project Facilities, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City in exercising its rights under this Agreement) which directly result in delays. Unavoidable Delays shall not include delays in the Company’s obtaining of permits or governmental approvals necessary to enable construction of the Project Facilities by the dates such construction is required under Section 3.01 of this Agreement, unless (a) the Company has timely filed any application and materials required by the applicable governmental unit for such permit or approvals, and (b) the delay is beyond the reasonable control of the Company.

Section 1.02 Characteristics of Certificate. Every certificate with respect to compliance with a condition or covenant provided for in this Agreement, shall include: (i) a statement that the person or persons making such certificate or opinion have read such covenant or condition and the definitions herein relating thereto; (ii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (iii) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Section 1.03 Description of Project Facilities. The proceeds of the Subsidy will be applied to finance a portion of the Project Costs, including the construction and installation of broadband infrastructure to provide access to broadband service to approximately 81 service addresses in the Arvig service area of the City of Nowthen (construction of broadband infrastructure may include any of the

following: project planning; obtaining construction permits; construction of facilities, including construction of both “middle mile” and “last mile” infrastructure; equipment (including fiber and coaxial cable); and installation and testing of the broadband service and related facilities).

Section 1.04 Additional Provisions as to Interpretation. All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; and the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular Article, Section or subdivision hereof.

Section 1.05 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of Minnesota.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01 Representations by the City. The City makes the following representations as the basis for its undertakings herein:

- (a) The City is a political subdivision of the State.
- (b) The execution and delivery of this Agreement, the performance of all covenants and agreements of the City contained in this Agreement are fully authorized and have been duly and validly authorized by resolutions of the City Council, duly adopted at a meeting of the City Council duly called and held, by the requisite vote of its members.
- (c) Subject to performance by the Company of its obligations under this Agreement, the City proposes to use Economic Development Funds as provided in this Agreement and the City has agreed to use such funds to finance the Project Facilities as provided in this Agreement.
- (d) There is no litigation pending or, to the best of its knowledge, threatened against the City relating to the Project Facilities, the use of the Economic Development Funds, or this Agreement or questioning the powers or authority of the City to act under this Agreement, or questioning the corporate existence or boundaries of the City or the title of any of the present officers of the City to their respective offices.
- (e) The execution, delivery and performance of this Agreement does not violate any agreement or any court order or judgment in any litigation to which the City is a party or by which it is bound.
- (f) No City Council member of the City and no other elected or appointed official who is authorized to take part in the making of this Agreement or the issuance of the Economic Development Funds, is directly or indirectly interested in this Agreement, the Economic Development Funds, the Project Facilities, or any contract, agreement or job hereby contemplated to be entered into or undertaken for completion of the Project Facilities.

Section 2.02 Representations, Warranties and Covenants by the Company. The Company makes the following representations and covenants:



(a) The Company is authorized to conduct business in the State of Minnesota, and the Company has full power and authority to undertake its actions and responsibilities as contemplated by this Agreement.

(b) The Company reasonably expects that it will own and operate the Project Facilities from the date hereof.

(c) The execution and delivery of this Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which the Company is a party or by which it is bound, or violate any law, regulation or order of the United States or the State of Minnesota or political subdivision thereof, or any court order or judgment in any proceeding to which the Company is or was a party or by which it is bound.

(d) The Subsidy together with the funds to be contributed to the Project Facilities by the Company will be sufficient to pay all costs to be incurred by the Company in order to complete with the Project Facilities in accordance with the terms and conditions of this Agreement.

(e) There is no litigation pending, or to the best of its knowledge threatened, against the Company affecting its ability to carry out the terms of this Agreement.

(f) To the best of the Company's knowledge and belief, no commissioner or other officer or employee of the City is directly or indirectly interested in this Agreement, the Project Facilities or any contract, agreement or job hereby contemplated to be entered into or undertaken.

### **ARTICLE III**

#### **COMPLETION OF PROJECT FACILITIES**

Section 3.01 Agreement to Construct the Project Facilities. The Company agrees that it will install and construct the Project Facilities in accordance with the plans and specifications presented to the City. Construction and installation began on April 20, 2023 and shall be substantially completed on or before June 30, 2025; provided, however, if the progress of acquisition, construction and installation is delayed at any time by Unavoidable Delays, then the Completion Date shall be extended for such reasonable time as may be mutually agreed to in writing by the Company and the City. If the Company desires to make any material change in the construction plans for the Project Facilities or any component thereof, the Company shall submit the proposed change to the City for its approval. No changes shall be made which would delete from the Project Facilities any essential characteristics of the System, and after such changes, the Project Facilities shall continue to constitute a System to provide Broadband Services to customers within the Service Area.

Section 3.02 Application of the Economic Development Funds. The City shall apply for American Rescue Plan Act funding from Anoka County and upon receipt shall deposit said funds in the Project Fund. The Company shall commence construction of the Project Facilities promptly upon notification by the City that Anoka County has agreed to the City's American Rescue Plan Act funding request.

Section 3.03 Disbursement from the Project Fund. The City hereby authorizes the use of the Subsidy to reimburse the Company for Project Costs upon satisfaction of the conditions set forth in this Section 3.03. The Economic Development Funds on deposit in the Project Fund shall be used to pay Project Costs in accordance with the terms and subject to the conditions set forth in this Agreement.

The obligation of the City to advance the proceeds of the Subsidy from the Project Fund to the Company shall be subject to the conditions precedent that (i) the Company shall be in compliance with the terms and conditions of this Agreement and (ii) the City and the Company shall have received all of the following (the “Disbursement Conditions”):

- (a) Executed counterparts of this Agreement; and
- (b) A Certificate signed by the Authorized Company Representative stating the Project Facilities have been completed.

The City shall disburse the Subsidy to the Company in full within fifteen (15) days of satisfaction of the Disbursement Conditions. The proceeds of the Subsidy shall be payable to the Company via bank-to-bank electronic funds transfer (Automatic Clearinghouse, ACH). The Company shall deliver ACH instructions to the City at the time when payment is due. If the Disbursement Conditions are not met within five (5) years of the date hereof, any undisbursed portion of the Subsidy shall be retained by the City.

Section 3.04 Obligation to Furnish Documents to the City. The Company agrees to furnish to the City the documents referred to in Section 3.03 hereof and any other provision of this Agreement requiring additional documentation.

Section 3.05 Completion Date. The Completion Date for the Project Facilities shall be the date on which all of the Disbursement Conditions have been satisfied.

Section 3.06 Payment of Project Costs in Event Subsidy Insufficient. In the event the Subsidy is insufficient to pay the Project Costs in full, the Company agrees to pay the remaining Project Costs. The City does not make any warranty, either express or implied, that the Subsidy will be sufficient to pay all Project Costs incurred by the Company.

Section 3.07 Title to the Project Facilities. The City acknowledges and agrees that as between the City and the Company, the Company or an Affiliate will hold title to or an interest in the Project Facilities and the Company or an Affiliate shall be entitled to sole and exclusive possession thereof and the City shall not be entitled to or have a security interest in the Project Facilities or in the Company’s or any Affiliate’s title thereto or interest therein.

Section 3.08 Business Subsidy Agreement.

The provisions of this Section constitute the “business subsidy agreement” for the purposes of the Business Subsidy Act.

- (a) *General Terms*. The parties agree and represent to each other as follows:

(i) The subsidy provided to the Company consists of the Economic Development Funds received from the City and Anoka County in the amount of \$164,795.25. The parties agree that the “Benefit Date” of the assistance provided in this Agreement is the date of issuance of the funds.

(ii) The public purposes of the subsidy are to facilitate the construction and installation of the Project Facilities, thereby providing broadband infrastructure and the resulting enhanced services for residents within the Arvig service area, and increasing the tax base of the City and the State.

(iii) The goals for the subsidy are to construct the Project Facilities and to maintain the Project Facilities as defined in this Agreement (a “Qualified Facility”) for at least five years after the Benefit Date.

(iv) If the goals described in clause (iii) are not met, the Company must make the payments to the City described in Section 3.08(c).

(v) The subsidy is needed to provide financing for construction of the Project Facilities.

(vi) The Company must continue to maintain the Project Facilities as a Qualified Facility for at least five years after the Benefit Date.

(vii) The Company does not have a parent corporation.

(viii) The Company has not received financial assistance from any other “grantor” as defined in the Business Subsidy Act, in connection with the Project Facilities.

(b) *Job and Wage Goals.* In accordance with Section 116J.994, subdivision 4 of the Business Subsidy Act, the City has determined after a public hearing that the creation or retention of jobs is not the goal of the business subsidy provided under this Agreement. Accordingly, the wage and job goals are set at zero.

(c) *Remedies.* If the Company fails to maintain the facility as a Qualified Facility as described in Section 3.08(a)(iii), then the City may exercise any of the remedies provided in Article VII hereof. Nothing in this Section shall be construed to limit the City’s remedies under Article VII hereof. In addition to any remedy available to the City for failure to meet the goals stated in Section 3.08(a)(iii), the Company agrees and understands that it may not receive a business subsidy from the City or any grantor (as defined in the Business Subsidy Act) for a period of five years from the date of the failure or until the Company satisfies its obligations under this Section, whichever occurs first.

(d) *Reports.* The Company must submit to the City a written report regarding business subsidy goals and results by no later than March 1 of each year, commencing March, 2024 and continuing until the later of (i) the date the goals stated Section 3.08(a)(iii) are met; or (ii) 30 days after expiration of the period described in Section 3.08(a)(vi). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City will provide information to the Company regarding the required forms. If the Company fails to timely file any report required under this Section, the City will mail the Company a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Company fails to provide a report, the Company must pay to the City a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000.

## ARTICLE IV

### INTENTIONALLY OMITTED

## ARTICLE V

### PROJECT FACILITIES

Section 5.01 Use of Project Facilities. The Company will use the Project Facilities only in furtherance of its lawful purposes and will cause the Project Facilities to be used and operated as a facility for providing Broadband Services in the Service Area. As further provided in Section 5.05, the Company may make changes in the Project Facilities at any time; provided that no changes will be made which would delete from the Project Facilities any essential characteristics of the Project Facilities as they currently exist nor which would materially and adversely affect the total operating unity and efficiency or capacity of the Project Facilities to provide Broadband Services within the boundaries of the Service Area.

The Company will not use or permit any person to use the Project Facilities for any use or purpose in violation of the laws of the United States, the State of Minnesota, or any ordinance of the City, and agrees to comply with all the orders, rules, regulations and requirements of the officers or councils of the City, the State or any other governmental authority having jurisdiction over the Project Facilities. The Company shall have the right to contest by appropriate legal proceedings, without cost or expense to the City or the City, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to.

Section 5.02 Maintenance and Possession of Project Facilities by the Company. The Company will keep or cause to be kept the Project Facilities in good repair and good operating condition at its own cost, making such repairs and replacements as are necessary in the judgment of the Company. The Company represents that it has no present intention to sell, lease or otherwise dispose of the Project Facilities (other than disposal of obsolete or worn Project Facilities in the ordinary course of the Company's operations).

Section 5.03 Liens. The Company will pay or cause to be paid all other charges arising from the construction, installation and operation of the Project Facilities which, if unpaid, would become a lien on the Project Facilities and will not permit any lien or encumbrance except Permitted Encumbrances to be established or to remain unsatisfied against the Project Facilities, including any mechanics' liens; provided, however, the Company may in good faith contest any mechanics' or other liens filed or established against the Project Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 5.04 Taxes and Other Governmental Charges. The Company will pay or cause to be paid, as the same respectively become due, any taxes, special assessments, license fees and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the operations at the Project Facilities, or any improvements, equipment or related property installed or brought by the Company therein or thereon, or this Agreement or the interest of the City therein. The Company may, at its expense, in good faith contest any such taxes, assessments, license fees and other governmental charges and, in the event of any such contest, may permit the taxes, assessments, license fees or other charges so contested to remain unpaid during the period of such contest and any appeal

therefrom unless the City shall notify the Company that by nonpayment of any such items, the Project Facilities or any part thereof, or the revenue therefrom, will be subject to loss or forfeiture, in which event such taxes, assessments, license fees or charges shall be paid promptly.

Section 5.05 Alterations to Project Facilities. The Company shall continue to have the privilege from time to time at its cost and expense, of remodeling and of making additions, modifications, alterations, improvements and changes (hereinafter collectively referred to as “alterations”) in or to the Project Facilities as it, in its discretion, may deem to be desirable for its uses and purposes, subject, however, to the following:

(a) All alterations shall become a part of the Project Facilities;

(b) The alterations shall not substantially impair the structural strength, utility or market value thereof or significantly alter the character or purpose or detract from the value or operating efficiency of the Project Facilities, and, in the event that the cost of such alterations exceeds \$500,000 in the aggregate, the Company shall have delivered to the City a Certificate of the Authorized Company Representative to such effect; and

(c) The alterations shall not significantly impair the revenue producing capacity of the Project Facilities,

In the event that the cost of such alterations exceeds \$500,000 in the aggregate, the Company shall have delivered to the City a Certificate of the Authorized Company Representative that such alterations meet the requirements of this Section.

All work in connection with any alterations shall be done promptly and in good workmanlike manner and in compliance with the building and zoning laws of the governmental subdivisions wherein the Project Facilities are situated, and with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and shall not violate the provisions of any policy of insurance covering the Project Facilities; and the work shall be prosecuted with reasonable dispatch, unavoidable delays excepted.

Section 5.06 Installation of Equipment. The Company may at any time and from time to time, in its sole discretion and at its own expense, install items of movable machinery, equipment or other property in or upon the Project Facilities in addition to that acquired from the proceeds of the Subsidy. All such items shall remain the sole property of the Company, in which the City shall have no interest, and may be modified or removed by the Company at any time while such items are not needed for the continuance of the operation of the Project Facilities, provided that the Company shall repair and restore any and all damage to the Project Facilities resulting from the installation, modification or removal of any such items. Nothing in this Agreement shall prevent the Company from purchasing items to be installed pursuant to this Section 5.06 under a conditional sale or lease-purchase contract, or subject to a vendor’s lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any other part of the Project Facilities.

Section 5.07 Removal of Project Equipment. If no Event of Default has occurred and then exists, the Company shall have the right to remove Project Equipment from the Project Facilities, as follows:



(a) The Company shall have the privilege from time to time of substituting equipment and related property for any Project Equipment, provided that the effect of such substitution shall not be to materially impair the character or revenue producing significance of the Project Facilities.

(b) The Company shall also have the privilege of removing any Project Equipment without substitution therefor, provided that such removal shall not materially impair the character or revenue producing significance or value of the Project Facilities.

In the event any removal of equipment under this Section causes damage to buildings or road rights-of-way, the Company shall restore or repair such damage at its expense. The City shall execute and deliver such releases or other documents (if any) requested by the Company in connection with any action taken by the Company pursuant to this Section.

Section 5.08 Reserved.

Section 5.09 Insurance. The Company shall maintain, or cause to be maintained, at its cost and expense, insurance as follows:

(a) Insurance against loss and/or damage to the Project Facilities under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) builder's risk during construction, fire and extended coverage in an amount not less than the full insurable replacement value of the Project Facilities. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise. The term "full insurable replacement value" shall mean the actual replacement cost of the Project Facilities (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment. Subject to the lien of any senior mortgage, all policies evidencing insurance required by this subparagraph (a) with respect to the Project Facilities shall be carried in the names of the Company and include the City as loss payee as its interests may appear.

(b) Comprehensive general public liability insurance, including personal Injury liability, and, if the Company owns or leases any automobiles, automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000, for public liability not arising from ownership or operation of automobiles (or other motor vehicles) and shall be endorsed to show the City as an additional insured.

(c) Business interruption insurance covering actual losses in gross operating earnings of the Company resulting directly from necessary interruption of business caused by damage to or destruction resulting from: fire and lightning; accident to a fired-pressure vessel or machinery; and other perils, including windstorm and hail, explosion, civil commotion, aircraft and vehicles, sprinkler leakage, smoke, vandalism and malicious mischief, and accident, to real or personal property constituting part of the Project Facilities, less charges and expenses which do not necessarily continue during the interruption of business, for such length of time as may be required with the exercise of due diligence and dispatch to rebuild, repair or replace such properties as have been damaged or destroyed, with limits equal to at least the sum of 12 months' operating expenses of the Project Facilities.

(d) Such other insurance, including workers' compensation insurance respecting all employees of the Company, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Company may be self-insured with respect to all or any part of its liability for workers' compensation.

All insurance required in this Section shall be taken out and maintained in responsible insurance companies selected by the Company which are authorized under the laws of Minnesota to assume the risks covered thereby. The Company will deposit annually with the City a Certificate that states the insurance the Company carries for the Project Facilities is in force and effect.

Section 5.10 Damage or Destruction. The Company agrees to notify the City immediately in the case of damage to the Project Facilities exceeding \$500,000 in amount to, or destruction of, the Project Facilities or any portion thereof resulting from fire or other casualty. In the event that any such damage or destruction does not exceed \$500,000, the Company shall forthwith repair, reconstruct and restore the Project Facilities to substantially the same or an improved condition or value as existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Company will apply the net proceeds of any insurance relating to such damage received by the Company to the payment or reimbursement of the costs thereof. Net proceeds of any insurance relating to such damage up to \$500,000 shall be paid directly to the Company and any amounts in excess thereof shall be deposited with the City, subject to the liens of any outstanding debt.

In the event the Project Facilities or any portion thereof is destroyed by fire or other casualty and the damage or destruction is estimated to exceed \$500,000, then the Company shall within 90 days after such damage or destruction elect one of the following two options by written notice of such election to the City:

(a) Option A - Repair and Restoration. The Company may elect to repair, reconstruct and restore the damaged Project Facilities. In such event, the Company shall proceed forthwith to repair, reconstruct and restore the damaged or destroyed Project Facilities to substantially the same condition or value as existed prior to the event causing such damage or destruction and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Company will apply the net proceeds of any insurance relating to such damage or destruction received by the Company to the payment or reimbursement of the costs thereof. So long as no Default exists, any net proceeds of insurance relating to such damage or destruction received by the City shall be released from time to time by the City to the Company upon the receipt of a Certificate of the Authorized Company Representative specifying the expenditures made or to be made or the indebtedness incurred in connection with such repair, reconstruction and restoration and stating that such net proceeds, together with any other moneys legally available for such purposes, will be sufficient to complete such repair, reconstruction and restoration.

In the event the Company shall elect this Option A, the Company shall complete the repair, reconstruction and restoration of the Project Facilities, whether or not the net proceeds of insurance received by the Company for such purposes are sufficient to pay for the same. Net proceeds not required for the repair, reconstruction and restoration of the Project Facilities may be used for such other purpose as the Company determines.

(b) Option B - Return of Economic Development Funds. In the event that the Company shall determine that it is not practical or desirable to rebuild, repair or restore the Project Facilities, the Company

shall deliver to the City any Economic Development Funds received by the Company in an amount not to exceed the total Subsidy amount.

Section 5.11 Condemnation. If the Project Facilities or any material portion thereof is condemned or taken for any public or quasi-public use and title thereto vests in the party condemning or taking the same, the Company, subject to the liens of any outstanding debt, hereby irrevocably assigns to the City all of its right, title and interest in and to any funds of any award, compensation or damages (hereinafter referred to as an “award”), payable in connection with any such condemnation or taking. In the event of any such condemnation or taking which results in the Project Facilities becoming unavailable for use by more than twenty-five percent (25%) of the Services Area for a period of sixty (60) consecutive days, the Company shall, within ninety (90) days after the date on which the Net Proceeds are finally determined, elect to use the net proceeds of the award made in connection with such condemnation or taking for additions, repairs and improvements to the Project Facilities. In such event, so long as no Default exists, the Company shall have the right to receive such net proceeds from the City from time to time upon receipt by the City of a Certificate of an Authorized Company Representative specifying the expenditures made or to be made or the indebtedness incurred in connection with such repairs and improvements and stating that such net proceeds, together with any of the moneys legally available for such purposes, will be sufficient to complete such repairs and improvements. The Company agrees to apply any such net proceeds so received solely to the purposes specified in such Certificate. Economic Development Funds not required for the repairs and improvements may be used for such purpose(s) as the Company determines.

## ARTICLE VI

### SPECIAL COVENANTS

Section 6.01 No Warranty of Condition or Suitability; Indemnification. The City makes no warranty, either express or implied, as to the design or capacity of the Project Facilities, as to the suitability for operation of the Project Facilities, or that they will be suitable for the Company’s purposes or needs. The Company releases the City from, agree that the City shall not be liable for, and agree to hold the City, its City Council, and its officers, employees and agents, harmless against, any claim, cause of action, suit or liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project Facilities or the use thereof, except for such claims, actions, damages, liabilities, losses or other costs or expenses resulting from the gross negligence or willful misconduct of the City, its employees or officials.

The Company further agrees to indemnify and hold harmless the City, its officers and employees, against any and all losses, claims, damages or liability to which the City, its officers and employees, may become subject under any law in connection with the Subsidy and the carrying out of the transactions contemplated by this Agreement, except to the extent such losses, claims, damages or liabilities are caused by (directly or indirectly) the gross negligence or willful misconduct of the City, its officers or its employees. The City agrees, at the request and expense of the Company, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses which may be available to the City.

Section 6.02 Reserved.



Section 6.03 Records and Inspection. During the term of this Agreement, Company shall maintain copies of federal, state, municipal and other licenses and permits obtained by the Company relating to the operation of the Project Facilities and all other documents, reports and records required by any provision of this Agreement or by law relating to the Project Facilities. The City shall have the right to inspect all such materials, except any materials made private or confidential by federal or state law or regulation, and the Project Facilities at all reasonable times and to make such copies and extracts as it may desire. At the written request of the City, the Company shall furnish to the City, at the Company's expense, a copy of any such materials which are required by the City in the performance of its duties under this Agreement and reporting requirements under any applicable law.

Section 6.04 Assignments. Except as otherwise provided in Sections 5.02 and 6.03 hereof, the interests and obligations of the Company under this Agreement are nonassignable and shall not be assigned except to any Affiliate of the Company or to a trustee in bankruptcy or similar officer pursuant to the Bankruptcy Code or similar law.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

Section 7.01 Events of Default. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever used in this Agreement, anyone or more of the following events:

(a) If the Company the Company sells or otherwise disposes of the Project Facilities in violation of Section 5.02; or

(b) If the Company shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in this Agreement on the part of the Company to be performed, and such Default shall have continued for a period of sixty (60) days after written notice specifying such Default and requiring the same to be remedied shall have been given to the Company by the City, or such longer period of time as may be reasonable necessary to remedy such Default; or

(c) If any representation or warranty of the Company made herein or in any report, certificate or financial statement provided by the Company in connection with this Agreement shall prove to be false or misleading in any material respect; or

(d) If either of the Company file a petition in voluntary bankruptcy, for the composition of its affairs or for its reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or consents in writing to the appointment of a trustee or receiver for itself or for the whole or any substantial part of its property; or

(e) If a court of competent jurisdiction shall enter an order, judgment or decree declaring the Company an insolvent, or adjudging the Company bankrupt, or appointing a trustee or receiver of the Company or of the whole or any substantial part of the property of the Company under any applicable law or statute of the United States of America or any State thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof.

The provisions of this Section are subject to the following limitations: (1) If by reason of force majeure the Company is unable in whole or in part to carry out its agreements contained herein, the Company shall not be deemed in default during the continuance of such disability. The term “force majeure” as used herein includes but is not limited to the following: acts of God; strikes, lockouts or other employee disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Minnesota or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes, storms; floods; washouts; droughts; arrests; civil disturbances; explosions, breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company; and (2) If the Default can be remedied but not within a period of sixty (60) days after notice and if the Company has taken all action reasonably possible to remedy such Default within such sixty (60) day period, the Default shall not become an Event of Default for so long as the Company shall diligently proceed to remedy such Default and taking into account any directions or limitations of time reasonably requested by the City. The Company agrees, however, to use its best efforts to remedy with all reasonable dispatch any cause or causes preventing the Company from carrying out its agreements.

Section 7.02 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the City may take whatever action in law or in equity which appears necessary or desirable to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement in accordance with the provisions hereof.

Section 7.03 Remedies Cumulative, Delay Not to Constitute Waiver. No remedy conferred upon or reserved to the City, or a receiver by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power, and any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City, or a receiver to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to a particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.04 Agreement to Pay Attorneys’ Fees and Expenses. If an Event of Default shall occur under this Agreement, and the City, or a receiver should employ attorneys or incur other expenses for the collection of payments due or to become due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Company contained in this Agreement, the Company agrees that it will on demand therefor reimburse the reasonable fee of such attorneys and such other expenses so incurred.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.01 Reserved.





inoperability shall not affect this remainder thereof or any other section or provision of this Agreement or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained therein, nor shall such illegality or invalidity or inoperability or any application thereof affect any legal and valid and operable application therefor from time to time, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

Section 8.08 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be duly executed in their respective names, all as of the date first above written.

**CITY OF NOWTHEN**

**ARVIG ENTERPRISES, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

Its: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Its: City Administrator