



City of Blaine

Economic Development Authority

April 1, 2024 | 8:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

The purpose of the Blaine Economic Development Authority is to increase the City's commercial/industrial tax base, provide employment opportunities, undertake redevelopment to enhance and maintain neighborhood economic stability, and address special needs, such as senior housing. As authorized under Minnesota State statutes, the Blaine City Council also serves as the Blaine Economic Development Authority.

AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes**
 - 3.1. 2024-95 Approval of the January 3, 2024 Economic Development Authority (EDA) Minutes
Sponsors: Erik Thorvig, Community Development Director
4. **New Business**
 - 4.1. 2024-96 Approving a License Agreement with Invictus Brewing for Use of EDA Owned Property
Sponsors: Erik Thorvig, Community Development Director
5. **Old Business**
6. **Adjournment**



City of Blaine

Economic Development Authority

January 3, 2024 | 8:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order

The meeting was called to order at 8:15PM by President Sanders followed by the Roll Call.

2. Roll Call

PRESENT: President Tim Sanders, Commissioners Terra Fleming, Leslie Larson, Chris Massoglia, Tom Newland, Jess Robertson, and Lori Saroya.

ABSENT: None.

Quorum Present.

ALSO PRESENT: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Communications Manager Ben Hayle; Community Development Specialist Elizabeth Showalter; and City Clerk Catherine Sorensen.

3. Approval of Minutes

3.1. 2024-017 Approval of the December 18, 2023 Economic Development Authority (EDA) Minutes
Sponsors: Erik Thorvig, Community Development Director

Moved by Commissioner Newland, seconded by Commissioner Robertson, that the Minutes of December 18, 2023, be approved.

Motion adopted unanimously.

4. New Business

4.1. RES 24-14 Resolution Approving Updated Home Improvement Grant and Loan Program Terms

Sponsors: Elizabeth Showalter, Community Development Specialist

Community Development Specialist Showalter stated staff is proposing minor changes to the home improvement program grant and loan terms to promote clarity and adjust for market conditions. The EDA has offered home improvement loans for several decades and started offering small grants in 2022. Staff reviewed the proposed changes with the EDA in further detail and recommended approval of the updates.

Moved by Commissioner Robertson, seconded by Commissioner Newland, to adopt a Resolution Approving Updated Home Improvement Grant and Loan Program Terms.

Commissioner Newland thanked Ms. Showalter and staff for sharing this important program with Blaine residents.

Motion adopted unanimously.

5. Old Business

Ms. Showalter reported the EDA was awarded a grant from the MHFA Homeownership Impact Fund in the amount of \$357,000 for use by manufactured homeowners. She estimated 40 to 60 homes could benefit from this grant funding. She explained these funds would be offered to eligible manufactured homeowners through deferred forgivable loans. She stated the funds would be provided to residents on a first-come, first-served basis noting additional grants could be applied for in the future.

6. Adjournment

Moved by Commissioner Massoglia, seconded by Commissioner Robertson, to adjourn the meeting at 8:24PM.

Motion adopted unanimously.



City of Blaine Staff Report

File Number: 2024-96

Agenda Date	Status
April 1, 2024	
In Control	File Type
Economic Development Authority	Motion

New Business - Erik Thorvig, Community Development Director

Agenda Item # 4.1

Approving a License Agreement with Invictus Brewing for Use of EDA Owned Property

Executive Summary

Background

The owners of Invictus Brewing approached city staff about the potential to use EDA-owned property for various events in the spring/summer. The EDA owns property directly north of Invictus. Invictus would like to erect a 40'x60' tent on the property through the end of July. They are looking at various music acts and other fundraising events. These events would fall under the special events ordinance. They would need to apply for a special events permit and a temporary liquor license for each event, which includes liquor liability insurance. Temporary liquor licenses require city council approval, however special events are approved administratively.

In order to utilize EDA/city owned property for an extended period of time, the city attorney suggested entering into a license agreement which outlines terms and conditions for the use of property. In general, the following terms and conditions are outlined in the license agreement:

- 1.) User must carry insurance and the city is not liable for any issues on the property.
- 2.) User is allowed to use the property until July 31, 2024. This coincides with potential development in Phase 1 of the 105th Avenue Redevelopment project.
- 3.) User must return the property to its current condition.
- 4.) User must obtain all necessary special event and temporary liquor licenses.
- 5.) Outlines what is allowed on the property (events, parking, etc.)

Strategic Plan Relationship

Not applicable.

Board/Commission Review

Not applicable.

Financial Impact

There would be no compensation for the license agreement.

Public Outreach/Input

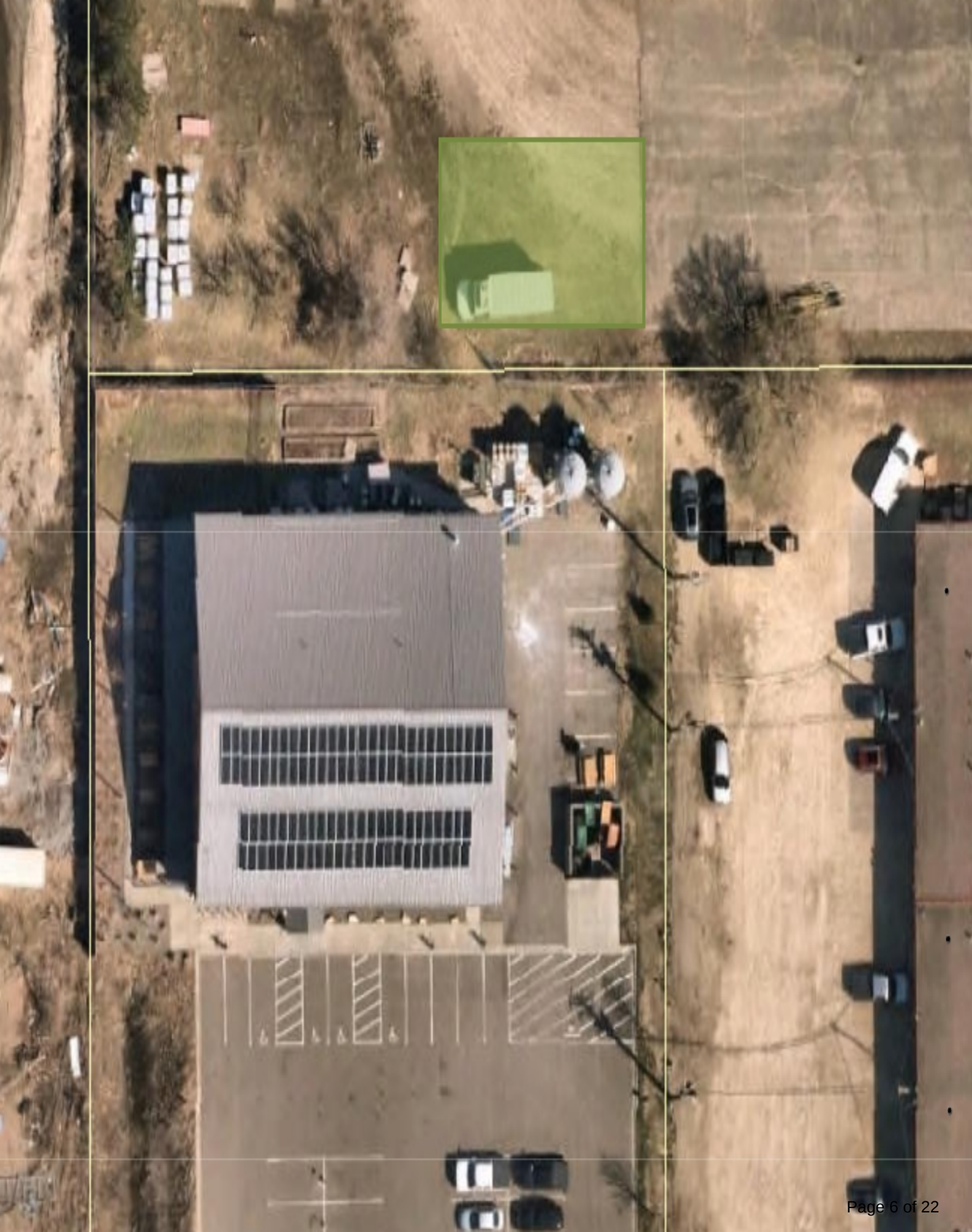
Not applicable.

Staff Recommendation

Consider the request and make a motion to approve.

Attachment List

1. Tent Location
2. Special Events Ordinance
3. License Agreement_Invictus Brewing_



**ARTICLE II. SPECIAL EVENTS ON PUBLIC LANDS OR PRIVATE PROPERTY WITH
COMMERCIAL, REGIONAL RECREATIONAL OR INDUSTRIAL ZONING OR LAND
USES¹**

Sec. 70-41. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Special event means an activity planned and constructed by a person, corporation, or organization on public, commercial, regional recreational or industrial zoning or land uses property. For purposes of this article, the term "special events" includes but is not limited to:

- (1) Snowmobile races;
- (2) Athletic tournaments or events where it is estimated that 1,000 or more people will be in attendance;
- (3) Parades/races;
- (4) Picnics, weddings, gatherings, or civic celebrations where it is estimated that 100 or more people will be in attendance;
- (5) Carnivals;
- (6) Musical festivals;
- (7) Outdoor concerts;
- (8) Convoys or processions, excluding funeral processions, of more than 200 vehicles, 25 commercial vehicles, or 100 people;
- (9) Gathering in a City park of more than 150 people;
- (10) Events outside the customary use of the property;

(Code 1963, § 69.01; Code 1980, § 4-20; Ord. No. 435, 4-3-1975; Ord. No. 13-2264, 6-6-2013; Ord. No. 16-2350, 5-19-2016)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 70-42. License.

(a) *Required; application; health regulation compliance.*

- (1) No person shall promote or conduct a special event as defined in this article without first obtaining a license therefor from the city. Event promotion, including but not limited to advertising, marketing,

¹Ord. No. 16-2350, adopted May 19, 2016 , amended the title of art. II to read as set out herein. Previously art. II was titled "Special Events."

publicizing and registration, of any special event prior to first obtaining a license from the city may be a consideration in the determination of whether to grant a license.

- (2) Application for a special event license shall be submitted to the city clerk for approval by the city manager or designee 45 days in advance on forms prescribed by the city clerk. Application for a special event license shall set forth the following information:
- a. If the special event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization.
 - b. The name, address and telephone numbers, daytime and nighttime, of the person who will be the special event coordinator and who will be responsible for its conduct.
 - c. The date when the special event is to be conducted.
 - d. The approximate number of persons, animals and vehicles which will constitute such special event; the type of animals, and description of the vehicles.
 - e. The hours when such desired special event will assemble, start and terminate.
 - f. A statement as to whether the special event would occupy all or only a portion of the width of the streets proposed to be traversed.
 - g. The desired location by streets of any assembly areas for such special event.
 - h. The time at which units of the special event will begin to assemble at any such assembly area or areas.
 - i. The maximum interval of space to be maintained between units if a parade/race.
 - j. If the special event is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such license shall file with the city clerk written communication from the person proposing to hold the special event, authorizing the applicant to apply for the license on behalf of the person proposing to hold the special event.
 - k. Whether any intoxicating liquor or 3.2 percent malt liquor will be consumed in conjunction with the special event at the staging area prior to the special event or at the terminus of the special event; and if any intoxicating liquor or 3.2 percent malt liquor will be served, that all necessary licenses have been obtained from the appropriate authorities.
 - l. The estimated number of participants.
 - m. Notice of who will provide traffic control, security and police supervision.
 - n. Disclosure of previous denials and/or violations of special event permits/licenses within the city or another jurisdiction.
 - o. Such other information as the city clerk shall find necessary to the enforcement of this chapter.
- (3) If food is to be prepared, sold, or dispensed at the special event, the applicant shall provide proof of compliance with the regulations of the county health department.
- (b) *Fee.* For each special event license, a fee shall be established by action of the council. License fees shall be submitted with the application. No event can be held without full payment of license fee or any associated fees. If the application for a special event license is denied, the license fee shall be returned to the applicant. In addition to the application fee for processing the license, applicants for a license hereunder shall be required to submit, before the license is issued, a traffic-control and security plan and fee in an amount established by the chief of police or his or her designee. The traffic-control and security plan fee shall cover the cost to the city of providing sufficient officers to regulate traffic and maintain public order. The fee for

reimbursable police services are established annually by the city council. The number of sufficient officers under any special event license shall be determined by the police chief or his or her designees, based on consideration of the following information, which the applicant is required to submit, and which shall serve as standards to guide his or her discretion:

- (1) The proposed location for the special event;
- (2) Details of proposed route if parade/race/convoy/procession requested, the starting point and the termination point;
- (3) The time of day that the event is to take place;
- (4) The date and day of the week proposed;
- (5) The general traffic conditions in the area requested, both vehicular and pedestrian, with special attention being given to the rerouting of vehicles or pedestrians normally using the requested area;
- (6) The number of marked and unmarked intersections along the route requested, together with the traffic-control devices present;
- (7) If traffic must be completely rerouted from the area, then the number of marked and unmarked intersections and the traffic-control devices are taken into consideration;
- (8) The estimated number of participants and vehicles;
- (9) The estimated number of viewers;
- (10) The nature, composition, format and configuration of the special event;
- (11) The estimated time or duration of the special event;
- (12) The plan of the applicant for emergency medical services for participants in the special event; and
- (13) Provisions arranged for and made by the applicant for handicapped parking.

(Code 1963, §§ 69.02, 69.03; Code 1980, §§ 4-21, 4-22; Ord. No. 435, 4-3-1975; Ord. No. 84-854, 12-6-1984; Ord. No. 98-1695, § 2, 2-5-1998; Ord. No. 13-2264, 6-6-2013; Ord. No. 16-2350, 5-19-2016 ; Ord. No. 17-2381 , 9-21-2017)

Sec. 70-43. Fees for usage and maintenance of public property.

If the applicant uses city facilities or equipment in connection with a licensed special event as defined in this article on public property, the following usage and maintenance fees shall be paid to the city:

- (1) *Deposit fee.* An amount established by council resolution per special event to be deposited with the city to cover any justifiable expenses incurred in excess of the fees prescribed by this section.
- (2) *Maintenance responsibilities.* Maintenance of fields and grounds shall be the responsibility of the applicant as set forth in the maintenance compliance agreement with the city. If the applicant chooses to have the city perform the maintenance of fields and grounds, the applicant will be charged for the actual costs incurred by the city including labor, materials and supplies.
- (3) *Park lighting fee.* A per hour minimum charge established by council action per field for the use of outdoor lighting equipment on ball fields and a per hour minimum lighting charge established by council action for the use of hockey rinks and skating rinks. The total charge for such lighting may be deducted from any deposit refund due to the applicant.
- (4) *Park usage fee.* An amount established by council action per day for the private or exclusive use of public parks or certain portions thereof, including ball fields, hockey rinks, and skating rinks, excepting

that civic nonprofit organizations shall be charged an amount established by council action per day. The city manager may waive the park usage fee for civic nonprofit organizations upon receipt of a written request for such waiver.

- (5) *Building usage fee.* An amount established by council action per day for the use of a city building or concession stand when used in conjunction with a licensed special event.
- (6) *Picnic shelter usage fee.* An amount established by council action per day for the exclusive use of a city picnic shelter.
- (7) *Equipment usage fee.* Fees for rental use of city equipment shall be established by council action. The equipment usage fee shall be collected pursuant to administrative procedure. Applicants shall be advised in writing of their responsibility to repair or replace lost or damaged equipment.
- (8) Temporary intersection lighting. If determined by the police chief or designee, rental of temporary intersection lighting may be required and paid for by applicant.
- (9) Any fees for additional portable restrooms, garbage and recycling receptacles to be arranged and paid for by applicant.

(Code 1963, § 69.04; Code 1980, § 4-23; Ord. No. 435, 4-3-1975; Ord. No. 684, 3-6-1980; Ord. No. 84-854, 12-6-1984; Ord. No. 98-1695, § 2, 2-5-1998; Ord. No. 13-2264, 6-6-2013; Ord. No. 16-2350, 5-19-2016)

Sec. 70-44. Exceptions.

- (a) Activity sponsored by a school district.
- (b) Any other city-sponsored special event or other event at city manager's discretion or their designee.
- (c) Events sponsored by a business such as a customer appreciation or employee event, grand opening, etc., where a food truck is present and is the only attraction.

(Ord. No. 16-2350, 5-19-2016 ; Ord. No. 19-2436 , 10-7-2019; Ord. No. 21-2485 , 11-15-2021)

Sec. 70-45. Requirements for a special event license.

- (a) Application; time limit. Application for a special event license shall be submitted to the city clerk at least 45 calendar days prior to the event. The time limit may be waived by the police chief or designee upon submission of proof of extreme hardship on the part of the applicant.
- (b) Consent. All applications shall be accompanied by the written consent of 60 percent of property owners or tenants (if the property is not owner-occupied) of property adjacent to the portion of the public street, sidewalk, alley, or property sought to be used for the special event. If it is not practicable to obtain the written consent of 60 percent of property owners or tenants for special events larger than three city blocks in length, the city council may waive the consent requirement upon a written petition submitted to the police chief, which petition sets forth why the written consent of 60 percent of property owners or tenants is not practicable. The police chief shall then forward the petition to the city council for its consideration. No license shall be granted without such consent being filed with the police department unless waived by the city council as provided above.
- (c) Insurance. All applications shall be accompanied by evidence in the form of a properly executed certificate of insurance that the city is protected as an additional insured under a comprehensive public liability insurance policy against all liability or claims which might arise out of the holding the special event, the insurance coverage to be in the amounts not less than \$100,000.00 for bodily injury for each person and \$300,000.00 for each occurrence, \$50,000.00 with respect to property damage. Said licensee shall obtain and keep in full

force and effect proper insurance coverage against any liability for injury sustained by any persons operating said licensed activities, as required under the provisions of the Workers' Compensation Act of the State of Minnesota.

- (d) Indemnity agreement. Applications shall be accompanied by either:
- (1) A written agreement by the person or persons seeking the license that he, she or they will defend, hold harmless and indemnify the city, its employees, agents and officers against all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by the special event, which by agreement shall also provide for the repair of or payment for damages to public property; or
 - (2) Evidence in the form of a properly executed certificate of casualty and property damage insurance which will insure all public or city property within the area of the special event loss. This certificate shall be accompanied by a written agreement that the person(s) will indemnify the city up to the amount of any deductible applicable to such casualty and property damage insurance; or
- (e) Review and recommendation. Each application for a license shall be routed to or referred to a committee consisting of representatives from the departments of fire, police, community standards, parks and recreation, planning and public works for its review and recommendation as to whether the requested use will unnecessarily interfere with public travel on the street or alley proposed to be used and if there are other health and safety issues which need to be addressed. Such committee may also recommend terms and conditions necessary in its judgment to protect the public peace, health and safety, including limiting the portion of the street or alley that may be used for the event, the hours thereof, and the type and number of blockades or warning devices that are to be provided for the safety of motorists and the protection of those persons participating in the special event.
- (f) Every application shall include the recommendation of the police chief or designee. The police chief or designee shall promptly report the recommendation to the city clerk and any grounds for denial or revocation shall be in writing. Notice shall be sent by the city clerk by regular mail to the applicant upon a denial informing the applicant of the right to appeal to the city council within 20 days. If an appeal to the city council is timely received by the city clerk, the hearing before a hearing officer shall take place within a reasonable period of receipt of the appeal by the city clerk.
- (g) Notification. The committee shall have discretion to require the applicant to give notice to any property owner or organization which may be affected by such special event and/or to any neighborhood or community-based organization through or in whose organizational area the special event may take place.
- (h) Nothing shall prohibit the requirement of the conditional use permit process should the scope of the special event go beyond the customary use of the property as determined by the committee.
- (i) The city clerk shall be so informed once the committee review is complete and if the recommendation is satisfactory and all conditions are met the city manager or designee shall issue the license. If the special event is to be located in a regional recreational zoned district the license request shall be forwarded to the city council for approval.

(Ord. No. 16-2350, 5-19-2016)

Sec. 70-46. Issuance of license; conditions.

- (a) The committee shall have the power to recommend and the council, upon notice and hearing, shall have the power to impose reasonable conditions upon any license issued under this chapter in response to multiple resident complaints about the orderliness, safe operation and impact on the surrounding neighborhood of any special event. Such conditions may include, but are not limited to, time, manner and place restrictions on the sale of alcoholic beverages, the furnishing by the applicant(s) of security services for the event and

restrictions on the location and use of loudspeakers. In deciding whether or not to impose conditions, the council may consider the hardship to the special event organizers in meeting the conditions before the event. Nothing herein shall be construed to allow noncompliance with section 50-203. Prohibited noises and acts.

- (b) The city shall reserve the right to modify the conditions of the special event license as in response to complaints or as traffic, security, or other needs change.

(Ord. No. 16-2350, 5-19-2016)

Sec. 70-47. Trash management/recycling required.

The purpose of this section is to ensure proper trash management and have recycling options that are proportional to trash collection services.

- (1) Any person or organization holding a special event must provide and pay for the collection and proper disposal of recyclable material separate from non-recyclable materials through the city's provider. Recyclable materials may include but are not limited to: metal, glass or plastic food and beverage containers, corrugated cardboard, boxboard, plastic film or other packaging, or miscellaneous paper.
- (2) Arrangements must be made for the delivery of all recyclable material to a valid recyclable materials processing facility, transfer station or drop off center promptly after completion of the special event. Where applicable, arrangements must be made for the delivery of all organic materials to an appropriate organic materials processing facility or transfer station.

(Ord. No. 16-2350, 5-19-2016)

Sec. 70-48. Violation; penalty.

- (a) Any person who violates any provision of this chapter or who violates any condition or requirement of a license issued pursuant to this chapter shall be guilty of a misdemeanor.
- (b) Licenses issued under false pretenses shall be immediately revoked.
- (c) Ability to reapply. Any applicant who has violated any of the provisions of this chapter shall not be eligible to apply for a new license for a period of two years following the expiration or termination of the applicant's last previous license or from the date of any event that did not have a license.

(Ord. No. 16-2350, 5-19-2016 ; Ord. No. 17-2381 , 9-21-2017)

Sec. 70-49. Duties of special event coordinator.

- (a) The licensee hereunder shall comply with all license directions and conditions and with all applicable laws and ordinances and shall designate a special event coordinator for the event. The special event coordinator or any other person designated as heading or leading such activity shall carry the special event license upon his or her person during the entire special event.
- (b) Within the two-hour period immediately following the end of the special event, the special event coordinator will ensure clean up, removal and disposal of all litter or material of any kind which is placed or left on public, commercial, regional recreational or industrial zoning or land uses property due to such special event. Should the special event coordinator fail to do so, the city will bill the special event coordinator for all costs related to the clean-up, removal and disposal of litter left on the public, commercial, regional recreational or industrial zoning or land uses property due to such special event. If the special event

coordinator fails to satisfy this obligation within the time specified in the invoice, the city will commence all appropriate legal action to collect all debts owed the city. In addition, no future applications will be considered until all obligations are satisfied.

- (c) No parking sign posting fee. If the posting of temporary "No Parking" signs along a parade or race route is required, applicants seeking a parade/race license for a parade or race must additionally pay fees that shall be set time to time by resolution of the city council.
- (d) Required undertakings. In addition to information required the applicant will, without expense to the city, undertake the following:
 - (1) The applicant will provide either authorized civilian personnel, if applicable, or police personnel through the city police department reimbursable police services at all intersections requiring traffic-control personnel.
 - (2) The applicant will provide volunteers to monitor the barricades at all intersections not requiring traffic-control personnel, as determined by the department of public works and the police department.
 - (3) The applicant will provide, install and remove the barricades, signs and delineation equipment as directed by either the director of public works or the chief of police or their designees.
 - (4) The applicant will defend and hold the city harmless from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such license, including attorney fees and expenses.

(Ord. No. 16-2350, 5-19-2016)

Sec. 70-50. Notice to abutting property owners.

- (a) This section shall apply only to special events involving bicycle racing, foot racing, race walking, wheelchair racing, rollerblading, marathons and jogging events.
- (b) Upon issuance of a special event license for an event described in section 70-41 the special event coordinator shall notify all occupants and building managers of property abutting the parade/race route by leaflet at least 48 hours, but not more than seven days, before the parade/race.
- (c) In the case of a residential building containing three units or less, a leaflet shall be distributed to each unit. In the case of a residential building or facility containing more than three units, a leaflet shall be prominently posted in the lobby or common entryway. Leaflets shall also be distributed to nonresidential abutting properties.
- (d) The leaflet shall briefly describe the nature of the parade/race, shall identify the name and telephone number of the special event coordinator and the date and time of the parade/race, shall contain a map of the route, and shall describe all restrictions upon traffic and parking on or crossing the parade/race route.
- (e) Prior to distribution of the leaflet, the applicant shall file a copy of the leaflet with the city clerk.

(Ord. No. 16-2350, 5-19-2016)

Secs. 70-51—70-59. Reserved.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**License Agreement**"), dated as of the 15th day of April, 2024, is by and between The Blaine Economic Development Authority, (hereinafter "City"), 10801 Town Square Drive, Blaine, MN 55449, ("**Licensor**") and Invictus Brewing LLC a Minnesota limited liability company having an address at 2025 105th Ave NE, Blaine, MN 55449 ("**Licensee**") and, together with Licensor, collectively referred to herein as the "**Parties**," or individually, a "**Party**".

WHEREAS, the Parties desire by this License Agreement to provide for the licensing by Licensor to Licensee of the non-exclusive right to use and occupy that certain licensed area located on the property commonly known as 10550 Nassau St., Blaine, Minnesota, as legally described in Exhibit A ("**Property**"), which licensed area is specifically identified in the map attached as Exhibit B attached hereto and made a part hereof (the "**Licensed Area**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License.

(a) **License.** Licensor hereby grants to Licensee, and Licensee hereby accepts, a revocable license (the "**License**") for the non-exclusive use and occupation of the Licensed Area for the purposes permitted under and subject to the terms and conditions set forth in this License Agreement. The Parties do not intend to create a lease or any other interest in Property for Licensee through this License Agreement, and the Parties only intend to create a license that is revocable at will by either Licensor or Licensee. Licensee and its employees, agents, and invitees are, except as otherwise specifically provided in this License Agreement, authorized to use the License Area in any manner as desired by Licensee provided in complies with the terms of this License Agreement and all applicable laws and retulations.

(b) **As-Is.** Licensee has inspected the Licensed Area and agrees to accept the Licensed Area "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" on the date hereof. THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LICENSE AGREEMENT, THE LICENSED AREA, OR THE REAL PROPERTY OR PROPERTY INTERESTS, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. License Period; Access; Surrender.

(a) **License Term.**

(i) License Period. Licensee's right to use the Licensed Area shall commence on the date hereof (the "**Commencement Date**") and, subject to sooner termination as hereinafter provided, shall expire automatically and immediately upon the earlier of: (x) July 31, 2024, or (y) upon termination under the terms of the Agreement (the "**Expiration Date**"). The time period between the Commencement Date and the Expiration Date shall be known as the "**License Period**".

(ii) **License May Be Revoked.** Notwithstanding anything to the contrary herein, this License Agreement shall be revocable by either Party at any time during the License Period, provided that the terminating Party delivers to the non-terminating Party Seven (7) days' (the "**Termination Period**") written notice of such election (the "**Termination Notice**"). The Termination Notice shall state the date of termination (which date shall not be before expiration of the Termination Period (the "**Termination Date**")) and shall be sent in accordance with Section 9(a). The right to revoke this License Agreement is not subject to or contingent on whether the non-terminating Party is in default under the terms of this License Agreement.

(b) **Access.** Licensee, its employees, contractors, agents, and invitees shall at all times have access to the Licensed Area; provided, however, Licensors, its employees, contractors, agents, and invitees shall also at all times have access to the Licensed Area, no consent of the Licensee being required for any such access at any time.

(c) **Surrender.** On or before the Expiration Date, Termination Date, or sooner termination of this License Agreement, Licensee shall remove all structures, tents, equipment and other personal property that is owned or leased by Licensee from the Licensed Area and shall return the Licensed Area in substantially similar condition as on the Commencement Date (reasonable wear and tear excepted). Licensee shall vacate and surrender full and complete possession of the Licensed Area to Licensors, in its "as-is" condition and state of repair, subject only to: (i) reasonable wear and tear; (ii) damage by the elements, fire, or other casualty (unless such damage or casualty is caused by the negligence or wrongful act of Licensee, its employees or agents); and (iii) damage caused by the gross negligence or wrongful act of Licensors. The surrender obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

3. License Fee.

(a) **License Fee.** In addition to the obligations of Licensee as set forth herein, as consideration for Licensors' obligation to enter into this License Agreement Licensee shall pay a license fee (the "**License Fee**") for the Licensed Area in an amount of One Dollar (\$1.00) on the Commencement Date.

4. Permitted Uses.

(a) **Permitted Uses.** The Licensed Area shall be used for placement of a tent which may remain within the License Area during the License Term for use relating to certain Licensee events in accordance with Section 4(b) and for no other purpose except as may be approved by Licensors in its sole and absolute discretion.

(b) **Parking and Event Use Restrictions.** Licensee's use of the Licensed Area for events shall be subject to all restrictions and requirements of the City of Blaine for special events, including all necessary special event licensing and temporary liquor license requirements, as applicable, which may require approvals for Blaine City Staff or the Blaine City Council. Nothing herein shall be construed as authorizing Licensee to hold events within the License Area without complying with all requirements of state and local laws and regulation. In the event

Licensee desires to use the License Area for any event which may require attendees park vehicles on the Property outside of the Licensed Area, Licensee must first obtain written permission from Licensor which permission shall be granted in Licensor's sole discretion and may be subject to additional conditions and requirements of Licensor as reasonably related to the required use.

5. Alterations; Services; Repairs.

(a) **Alterations and Signage.** Except as expressly provided in this License Agreement, Licensee shall not make any alterations, installations, additions, or improvements in or to the Licensed Area without the prior written consent of Licensor, which consent may be withheld or conditioned in Licensor's sole and absolute discretion. Any signage to be used by Licensee with respect to the Licensed Area must be pre-approved by Licensor, which approval may be withheld or conditioned in Licensor's sole and absolute discretion.

(b) **Repairs.** Licensee shall be responsible for the cost to repair any damage caused by the Licensee to the Licensed Area. The repair obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

6. Insurance.

(a) **Licensee's Insurance Requirements.** Licensee shall, at its own cost and expense, maintain and keep in force at all times during the License Period: (i) commercial general liability insurance, which shall include coverage against claims for personal injury, death, or property damage occurring on, in or about the Licensed Area with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate with respect to the Licensed Area, Licensor's Personal Property, and Licensee's conduct of business therein, and (ii) employers' liability and workers' compensation insurance to the extent required by the laws of the State of Minnesota. Upon request, Licensor shall submit a Certificate of Insurance acceptable to the City as evidence of the required insurance coverage requirements. Notwithstanding anything to the contrary set forth in this License Agreement, Licensor and Licensee hereby release one another and their respective partners, officers, employees, and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other Party, or anyone for whom such Party may be responsible.

(b) **Licensor Not Liable.** In no event shall Licensor be liable for any damage to, or loss of, personal property or equipment sustained by Licensee, whether or not it is insured, even if such loss is caused by the negligence of Licensor, its employees, officers, directors, or agents. Any property of any kind brought on the Licensed Area Licensee shall be at the sole risk of Licensee and shall be promptly removed at the expiration of this License Agreement pursuant to Section 2(c) of this License Agreement.

7. Default; Limitation of Damages.

(a) **Defaults.** If either Party defaults in the performance of any of its obligations under this License Agreement, and such default continues for more than Ten (10) days after receipt of

written notice from the non-defaulting Party, the non-defaulting Party shall have the right to terminate this License Agreement and pursue any other remedies available at law or in equity, except as limited herein.

(b) **Limitation of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

8. Indemnification; Limitation of Liability.

(a) **Indemnification.** Licensee shall defend, indemnify, and hold the Licensor and its respective officials, officers, employees, contractors, and agents harmless from and against any and all claims, suits, damages sustained, costs incurred, including attorney's fees, resulting from any act or omission of Licensee, its officers, employees, or volunteers in connection with this Agreement. Licensee's indemnity obligation shall survive any termination of this License Agreement.

9. Miscellaneous.

(a) **Notices.** Any notice, demand, request, or other communication under this License Agreement shall be in writing and shall be addressed to the Parties at the addresses set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9(a)). Each Party may amend its address for notices from time to time upon written notice to the other Party in accordance herewith. Communications may be delivered and shall be deemed to have been given by the delivering Party and received by the receiving Party: (i) when delivered by hand; (ii) one-day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; (iii) on the date sent by facsimile or electronic mail (with confirmation of transmission) if sent during normal business hours of the recipient and if also transmitted by one of the other means permitted hereunder; or (iv) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage pre-paid). The rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the communication sent.

If to Licensor:

Executive Director
City of Blaine EDA
10801 Town Square Drive NE
Blaine, MN 55449

with copy to:

Eckberg Lammers, P.C.
1809 Northwestern Ave
Stillwater, MN 55082
Telephone: 651-439-2878

Attention: Attorney Tom Loonan
Email: tloonan@eckbergglammers.com

If to Licensee:

Invictus Brewery LLC
Previn Solberg
2025 105th Avenue
Blaine, MN 55449

(b) **No Assignment.** This License Agreement and the rights, duties, obligations, and privileges hereunder may not be assigned by Licensee without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion. Any change in control of Licensee shall constitute an assignment for purposes of this License Agreement.

(c) **Governing Law.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

(d) **Counterparts.** This License Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this License Agreement delivered by email or DocuSign shall be deemed to have the same legal effect as delivery of an original signed copy of this License Agreement.

(e) **Section Headings.** The section titles contained herein are for convenience only and do not define, limit, or construe the interpretation of any of the contents of such sections.

(f) **Severability.** If one or more provisions in this License Agreement is found to be invalid, illegal, or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect.

(g) **Binding Effect.** This License Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by a duly authorized representative of both Parties.

(h) **Government Data; Privacy.** Licensee agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. Licensee understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Licensee in performing those functions that the Licensor would perform is subject to the requirements of Chapter 13, and Licensee must comply with those requirements as if it were a government entity. This does not create a duty on the part of Licensee to provide the public with access to public data if the public data is available from the Licensor, except as required by the terms of this Agreement.

(i) **Amendment.** This Agreement may not be amended or modified without the written consent of Licensor.

(j) **Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement, which cancels, supersedes, and revokes all prior negotiations, representation and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation any prior agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made, orally or otherwise, by any party, or by anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

(k)

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this License Agreement as of the date first above written.

CITY OF BLAINE

Tim Sanders, President

Michelle Wolfe, Executive Director

INVICTUS BREWERY, LLC

EXHIBIT A
PROPERTY DESCRIPTION

