



**AGENDA - AMENDED  
COHASSET CITY COUNCIL  
305 NORTHWEST FIRST AVENUE  
MONDAY, FEBRUARY 24, 2025  
7:00 P.M. CITY COUNCIL MEETING**

**7:00 PM City Council Meeting**

**1. Call to Order**

- Pledge of Allegiance

**2. Roll Call**

**3. Resident Input**

**4. Council Info / Liaison Reports**

**5. Approve Agenda**

**(Starts at 7:05pm) Public Hearing**

**1. Public Hearing #1 – Floodplain Ordinance**

**6. Administration**

- A. Act on Safety Committee recommendations to purchase 2 new AED's
- B. Approve Minnesota Power Charging Station Easement Agreement
- C. Approve Resolution 2025-15 Decertify TIF District 2-1 Felix
- D. Approve \$6,000 Contribution for 2025 Independence Day Fireworks Display
- E. Approve Certificate of Survey – MN Technologies
- F. Added Item - Letter of Support for Itasca County pursuing funds from Grant.

**7. Miscellaneous Announcements, Reports and FYIs:**

**All matters listed under the consent agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.**

**8. Consent Agenda**

- A. Approval of Claims in the amount of \$78,502.35

Adjourn



# City of Cohasset Floodplain Ordinance

This ordinance has been developed to be consistent with Minnesota Statutes, Chapter 103F, Minnesota Rules, parts 6120.500 – 6120.6200; 44 CFR § 59 to 78; Federal Emergency Management Agency (FEMA) technical bulletins and policies; as well as other state agency statutes and rules. Ordinance provisions may differ slightly from the wording in law due to inconsistencies or for ease of administration. The model also contains administrative language not in rule to help clarify procedures for the purposes of ordinance administration. Where applicable, the most restrictive standards have been incorporated into this ordinance.

This model includes the three primary types of floodplain districts: Floodway, Flood Fringe, and General Floodplain. As presented, it incorporates ordinance provisions for a community that has all three districts present on their Flood Insurance Rate Maps..

## Contents

SECTION 1.0	STATUTORY AUTHORIZATION AND PURPOSE .....	2
SECTION 2.0	DEFINITIONS.....	2
SECTION 3.0	JURISDICTION AND DISTRICTS .....	4
SECTION 4.0	REQUIREMENTS FOR ALL FLOODPLAIN DISTRICTS .....	5
SECTION 5.0	FLOODWAY DISTRICT .....	6
SECTION 6.0	FLOOD FRINGE DISTRICT .....	7
SECTION 7.0	GENERAL FLOODPLAIN DISTRICT .....	9
SECTION 8.0	SUBDIVISION STANDARDS .....	10
SECTION 9.0	PUBLIC AND PRIVATE UTILITIES, SERVICE FACILITES, ROADS, BRIDGES, AND RAILROADS.....	11
SECTION 10.0	MANUFACTURED HOMES AND RECREATIONAL VEHICLES .....	11
SECTION 11.0	ADMINISTRATION .....	11
SECTION 12.0	NONCONFORMITIES.....	13
SECTION 13.0	VIOLATIONS AND PENALTIES .....	14
SECTION 14.0	AMENDMENTS .....	14

## SECTION 1.0 STATUTORY AUTHORIZATION AND PURPOSE

- 1.1 **Statutory Authorization.** This floodplain ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F; Minnesota Rules, parts 6120.5000 – 6120.6200; the rules and regulations of the National Flood Insurance Program (NFIP) in 44 CFR § 59 to 78; and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462.
- 1.2 **Purpose**
- 1.21 This ordinance regulates development in the flood hazard areas of the City of Cohasset. These flood hazard areas are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.
- 1.22 This ordinance is adopted in the public interest to promote sound land use practices, and floodplains are a land resource to be developed in a manner which will result in minimum loss of life and threat to health, and reduction of private and public economic loss caused by flooding.
- 1.23 This ordinance is adopted to maintain eligibility in the National Flood Insurance Program.
- 1.24 This ordinance is also intended to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.
- 1.3 **Abrogation and Greater Restrictions.** It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or other private agreements. The standards in this ordinance take precedence over any less restrictive, conflicting local laws, ordinances, or codes. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.
- 1.4 **Warning and Disclaimer of Liability.** This ordinance does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. Not all flood risk is mapped. Larger floods do occur and the flood height may be increased by man-made or natural causes, such as ice jams or bridge openings restricted by debris. This ordinance does not create liability on the part of the City of Cohasset or its officers or employees for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.
- 1.5 **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

## SECTION 2.0 DEFINITIONS

- 2.1 **Definitions.** Unless specifically defined, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application.
- 2.111 **Accessory Structure.** A structure, as defined in this ordinance, that is on the same parcel of property as, and is incidental to, the principal structure or use; an accessory structure specifically excludes structures used for human habitation.
- 2.112 **Base Flood.** The flood having a one-percent chance of being equaled or exceeded in any given year. "Base flood" is synonymous with the term "regional flood" used in Minnesota Rules, part 6120.5000.
- 2.113 **Base Flood Elevation (BFE).** The elevation of the base flood, regional flood, or one-percent annual chance flood. The term "base flood elevation" is used in the flood insurance study.
- 2.114 **Basement.** Any area of a structure, including crawl spaces, having its floor subgrade (below ground level) on all sides, regardless of the depth of excavation below ground level.
- 2.115 **Building.** See *Structure*.
- 2.116 **Channel.** A natural or artificial depression of perceptible extent, with definite bed and banks to confine and conduct flowing water either continuously or periodically.

- 2.117 Conditional Use. A land use or development that would not be appropriate generally, but may be allowed with appropriate restrictions upon a finding that certain conditions as detailed in the zoning ordinance exist, the use or development conforms to the comprehensive land use plan of the community, and the use is compatible with the existing neighborhood.
- 2.118 Development. Any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
- 2.119 Equal Degree of Encroachment. A method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.
- 2.120 FEMA. Federal Emergency Management Agency.
- 2.121 Farm Fence. An open type of fence of posts and horizontally run wire, further specified in Minnesota Statutes, section 344.02, Subd. 1(a-d).
- 2.122 Flood. A temporary rise in the stream flow or water surface elevation from any source that results in the inundation of normally dry land areas.
- 2.123 Flood Fringe. The portion of the one-percent annual chance floodplain located outside of the floodway.
- 2.124 Flood Insurance Rate Map (FIRM). An official map on which the Federal Insurance Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).
- 2.125 Flood Insurance Study (FIS). The study referenced in Section 3.2, which is an examination, evaluation and determination of flood hazards, and if appropriate, corresponding surface elevations, or an examination, evaluation, and determination of mudslide (i.e. mudflow) and/or flood-related erosion hazards.
- 2.126 Floodplain. The beds, channel and the areas adjoining a wetland, lake or watercourse, or other source which have been or hereafter may be inundated by the base flood.
- 2.127 Floodproofing. A combination of structural and non-structural additions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.
- 2.128 Floodway. The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which must be reserved to carry or store the base flood discharge without cumulatively increasing the water surface elevation more than one-half foot.
- 2.129 Lowest Floor. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR § 60.3.
- 2.130 Manufactured Home. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."
- 2.131 New Construction. Structures for which the start of construction commenced on or after the effective date of an adopted floodplain management regulation, and includes any subsequent improvements to such structures.
- 2.132 Principal Structure. The main building or other structure on a lot that is utilized for the property's principal use.
- 2.133 Reach. A hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or man-made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.
- 2.134 Recreational Vehicle. A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. Those vehicles not meeting this definition shall be considered a structure for the purposes of this ordinance. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

- 2.135 Regulatory Flood Protection Elevation (RFPE). An elevation that is one foot above the elevation of the base flood plus any increases in the water surface elevation caused by encroachments on the floodplain that result from designation of a floodway. These increases in water surface elevations are typically identified in the Floodway Data Tables, found in the Flood Insurance Study.
- 2.136 Special flood hazard area (SFHA). An area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.
- 2.137 Stage Increase. Any increase in the water surface elevation during the one-percent annual chance flood caused by encroachments on the floodplain.
- 2.138 Start of Construction. Includes substantial improvement, and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- 2.139 Structure. A roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. Recreational vehicles not considered travel ready, as detailed in Section 10.22, shall also be considered a structure for the purposes of this ordinance.
- 2.10 Subdivision. Land that has been divided for the purpose of sale, rent, or lease, including planned unit developments.
- 2.141 Substantial Damage. Damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- 2.142 Substantial Improvement. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
  - B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure." For the purpose of this ordinance, "historic structure" is defined in 44 CFR § 59.1.
- 2.143 Variance. "Variance" means the same as that defined in 44 CFR § 59.1 and Minnesota Statutes, Section 462.357, Subd. 6(2).
- 2.144 Watercourse. A channel in which a flow of water occurs either continuously or intermittently in a definitive direction. The term applies to either natural or artificially constructed channels.

### **SECTION 3.0 JURISDICTION AND DISTRICTS**

- 3.1 **Lands to Which Ordinance Applies.** This ordinance applies to all lands within the jurisdiction of the City of Cohasset within the boundaries of the Floodway, Flood Fringe and General Floodplain Districts.
- 3.11 The Floodway, Flood Fringe or General Floodplain Districts are overlay districts. The standards imposed in the overlay districts are in addition to any other requirements. In case of a conflict, the more restrictive standards will apply.

- 3.12 In addition to these regulations applying to all areas within the mapped areas referenced in section 3.2, they also apply to some areas beyond the mapped areas. Where a conflict exists between the floodplain limits illustrated on the official floodplain maps and actual field conditions (as illustrated in Figure 1), the Base Flood Elevation (BFE) shall be the governing factor in locating the outer boundaries of the one-percent annual chance floodplain.

Figure 1: The mapped floodplain may not always align with on-the-ground contour elevations.



- 3.13 Persons contesting the location of the district boundaries will be given a reasonable opportunity to present their case to the Planning Commission and to submit technical evidence.

3.2 **Incorporation of Maps by Reference.** The following maps together with all attached material are hereby adopted by reference and declared to be a part of the official zoning map and this ordinance. The attached material includes the Flood Insurance Study for Itasca County, Minnesota, and Incorporated Areas, dated March 11, 2025, and the following Flood Insurance Rate Map panels 27061C1470C, 27061C1475C, 27061C1490C, 27061C1635C, 27061C1650C, 27061C1655C, dated March 11, 2025, all prepared by the Federal Emergency Management Agency. These materials are on file in the Cohasset City Hall.

### 3.3 Districts

- 3.31 **Floodway District.** Those areas within Zone AE delineated within floodway areas as shown on the Flood Insurance Rate Maps referenced in Section 3.2 and those areas within Zone A determined to be located in the floodway based on the delineation methods in Section 7.4.
- 3.32 **Flood Fringe District.** Those areas within Zone AE located outside of the delineated floodway as shown on the Flood Insurance Rate Maps referenced in Section 3.2, and those areas within Zone A determined to be located in the flood fringe based on the delineation methods in Section 7.4.
- 3.33 **General Floodplain District.** Those areas within Zone AE and A areas that do not have a floodway delineated as shown on the Flood Insurance Rate Maps referenced in Section 3.2.

3.4 **Annexations.** The Flood Insurance Rate Map panels referenced in Section 3.2 may include floodplain areas that lie outside of the corporate boundaries of the City of Cohasset at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the City of Cohasset after the date of adoption of this ordinance, the newly annexed floodplain lands will be subject to the provisions of this ordinance immediately upon the date of annexation. Annexations into panels not referenced in Section 3.2 require ordinance amendment in accordance with Section 14.0.

3.5 **Municipal Boundary Adjustments.** The Flood Insurance Rate Map panels referenced in Section 3.2 apply countywide. If at any point any lands come under the jurisdiction of another local government, the following shall apply:

- 3.51 City adjustments of corporate boundaries, including but not limited to annexations and detachments, shall shift floodplain administrative authority of all affected lands immediately upon the date of the boundary adjustment occurring. Cities retain jurisdiction for all incorporated lands, and the County retains jurisdiction under this ordinance on all unincorporated lands.

## SECTION 4.0 REQUIREMENTS FOR ALL FLOODPLAIN DISTRICTS

4.1 **Permit Required.** A permit must be obtained from the Zoning Administrator to verify compliance with all applicable standards outlined in this ordinance prior to the following uses or activities:

- 4.11 The erection, addition, modification, rehabilitation, repair, or alteration of any building, structure, or portion thereof. Normal maintenance requires a permit to determine if such work, either separately or in conjunction with other planned work, constitutes a substantial improvement, as specified in Section 12.13.
- 4.12 The construction of a fence, pool, deck, or placement of anything that may cause a potential obstruction.
- 4.13 The change or expansion of a nonconforming use.
- 4.14 The repair of a structure that has been damaged by flood, fire, tornado, or any other source.
- 4.15 The placement of fill, excavation, utilities, on-site sewage treatment systems, or other service facilities.
- 4.16 The storage of materials or equipment, in conformance with Section 4.22.
- 4.17 Relocation or alteration of a watercourse (including stabilization projects or the construction of new or replacement dams, culverts and bridges). A local permit is not required if a public waters work permit has been obtained from the Department of Natural Resources, unless a significant area above the ordinary high water level is also to be disturbed.
- 4.18 Any other type of "development," as defined in Section 2.0 of this ordinance.

#### 4.2 Minimum Development Standards

- 4.21 All development must:
  - A. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
  - B. Be constructed with materials and equipment resistant to flood damage;
  - C. Be constructed by methods and practices that minimize flood damage;
  - D. Be constructed with heating, ventilation, duct work, and air conditioning equipment and other service facilities elevated at least up to the Regulatory Flood Protection Elevation (RFPE). Water, sewage, electrical, and other utility lines below the RFPE shall be constructed so as to prevent water from entering or accumulating within them during conditions of flooding;
  - E. Be reasonably safe from flooding and consistent with the need to minimize flood damage;
  - F. Be assured to provide adequate drainage to reduce exposure to flood hazards;
  - G. Not be detrimental to uses in adjoining areas; and
  - H. Not adversely affect the efficiency or restrict the flood carrying capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system.
  - I. Ensure that any fill or other materials are protected from erosion, discharge, and sediment entering surface waters by the use of vegetative cover or other methods as soon as possible.
- 4.22 Materials that, in time of flooding, are buoyant, flammable, explosive, or could be injurious to human, animal, or plant life shall be stored at or above the Regulatory Flood Protection Elevation (RFPE), floodproofed, or protected by other measures as approved by the Zoning Administrator. Storage of materials likely to cause pollution of the waters, such as sewage; sand; rock; wrecked and discarded equipment; dredged spoil; municipal, agricultural or industrial waste; and other wastes as further defined in Minnesota Statutes, Section 115.01, are prohibited unless adequate safeguards approved by the Minnesota Pollution Control Agency are provided. For projects not requiring approvals by the Minnesota Pollution Control Agency, adequate safeguards must be approved by the Zoning Administrator prior to issuance of a permit.

### SECTION 5.0 FLOODWAY DISTRICT

- 5.1 **Permitted Uses in Floodway.** Development allowed in the floodway district is limited to that which has low flood damage potential and will not obstruct flood flows, increase velocities, or increase the water surface elevations of the one-percent annual chance flood. The following uses and activities may be allowed with a permit, subject to the standards in Section 5.2:



- 5.11 Agricultural uses, recreational uses, parking lots, loading areas, airport landing strips, water control structures, navigational facilities, as well as public open space uses.
- 5.12 Roads, driveways, railroads, trails, bridges, and culverts.
- 5.13 Public utility facilities and water-oriented industries which must be in or adjacent to watercourses.
- 5.14 Grading, filling, land alterations, and shoreline stabilization projects.
- 5.15 No structures, as defined in Section 2.0, are allowed in the Floodway District, except structures accessory to the uses detailed in Sections 5.11 and structures accessory to commercial extractive uses and storage and stockpiling yards.

**5.2 Standards for Permitted Uses in Floodway.** In addition to the applicable standards detailed in Section 4.0:

- 5.21 The applicant must demonstrate that the development will not result in any of the following during the one-percent annual chance flood: cause a stage increase of 0.00 feet or greater, obstruct flood flows, or increase velocities. This shall be demonstrated through hydrologic and hydraulic analysis performed by a professional engineer, or using other standard engineering practices (e.g. projects that restore the site to the previous cross-sectional area). This is commonly documented through a “no-rise certification.”
- 5.22 Any development that would result in a stage increases greater than 0.00 feet may only be allowed with a permit if the applicant has applied for and received approval for a Conditional Letter of Map Revision (CLOMR) in accordance with 44 CFR § 65.12. Map revisions must follow the procedures in Sections 11.15 and 14.0.
- 5.23 Any development resulting in decreases to the water surface elevation of the base flood identified in the Flood Insurance Study requires a Letter of Map Revision (LOMR) following the procedures in Sections 11.15 and 14.0.
- 5.24 Any development in the beds of public waters that will change the course, current or cross section is required to obtain a public waters work permit in accordance with Minnesota Statutes, section 103G.245 or a utility crossing license in accordance with Minnesota Statutes, section 84.415, from the Department of Natural Resources, or demonstrate that no permit is required, before applying for a local permit.
- 5.26 Fill and other land alteration activities must offer minimal obstruction to the flow of flood waters.

**SECTION 6.0 FLOOD FRINGE DISTRICT**

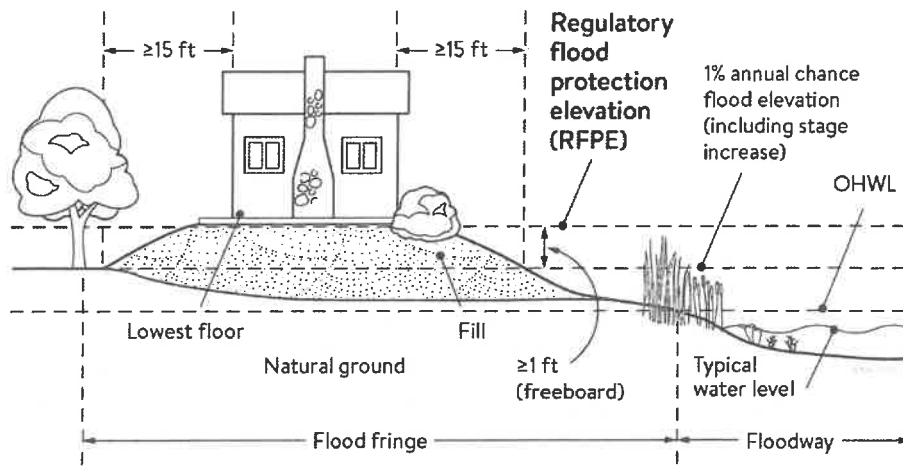
**6.1 Permitted Uses in Flood Fringe.** Any uses or activities allowed in any applicable underlying zoning districts may be allowed with a permit, subject to the standards set forth in Sections 6.2.

**6.2 Standards for Permitted Uses in Flood Fringe.** In addition to the applicable standards detailed in Section 4.0:

**6.21 Residential Structures.**

- A. Elevation on Fill (Figure 2). Structures erected, constructed, reconstructed, altered, or moved on fill within the Flood Fringe District shall be placed so that the lowest floor, as defined in Section 2.0 of this ordinance, is elevated at or above the Regulatory Flood Protection Elevation (RFPE). The finished fill elevation shall be at or above the elevation associated with the base flood plus any stage increases that result from designation of a floodway. Fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the Zoning Administrator. Elevation methods alternative to these fill standards are subject to a Conditional Use Permit, as provided in Section 6.31 of this ordinance.

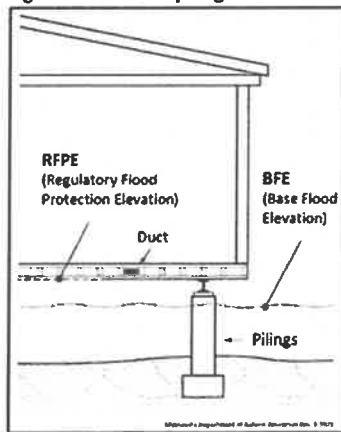
**Figure 2: Overview of fill standards for residential structures.**



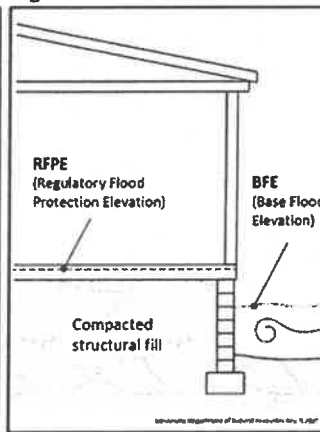
**6.22 Nonresidential Structures.** Nonresidential structures must meet one of the following construction methods:

- A. **Elevation on Fill.** Structures may be elevated on fill, meeting the standards in Section 6.21.A of this ordinance. Fill for nonresidential structures is not required to be extended 15 feet beyond the outside limits of the structure.
- B. **Alternative Elevation Methods.** Structures may be elevated using methods alternative to the fill standards in Section 6.21.A of this ordinance. Such methods include the use of blocks, pilings (Figure 3), filled stem walls (Figure 4), or internally-flooded enclosed areas (Figure 5) such as crawl spaces, attached garages, or tuck under garages.

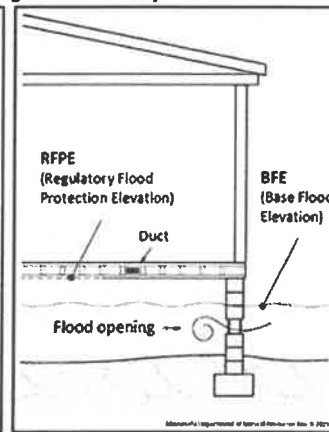
**Figure 3: Blocks or pilings.**



**Figure 4: Filled stem walls.**



**Figure 5: Internally flooded enclosed area.**



Designs accommodating for internally-flooded enclosed areas must be certified by a registered professional engineer or architect, or meet or exceed the standards detailed in *FEMA Technical Bulletin 1*, as amended, as well as the following standards:

- (1) The lowest floor, as defined in Section 2.0 of this ordinance, shall be elevated at or above the Regulatory Flood Protection Elevation (RFPE).
- (2) The floor of the enclosed area must be at or above the exterior grade on at least one side of the structure.
- (3) To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings below the base flood elevation on at least two sides of the structure. The bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, have a net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention.
- (4) Internally flooded enclosed areas shall only be used for the parking of vehicles, building access, or storage. Bathrooms and toilet rooms shall not be allowed.

- C. **Dry Floodproofing.** Structures having watertight enclosed basements or spaces below the Regulatory Flood Protection Elevation (RFPE) must meet the following standards:

- (1) Walls must be substantially impermeable to the passage of water, with structural components having the capacity of resisting hydrostatic and hydrodynamic loads and effects of buoyancy, at least up to the Regulatory Flood Protection Elevation (RFPE);
- (2) Must meet the standards of FEMA Technical Bulletin 3, as amended; and
- (3) A registered professional engineer or architect shall be required to certify that the design and methods of construction meet the standards detailed in this Section.

6.23 Accessory Structures. All accessory structures must meet the following standards:

- A. Structures shall not be designed or used for human habitation.
- B. Structures will have a low flood damage potential.
- C. Structures shall constitute a minimal investment not to exceed 576 square feet in size, one-story in height, and shall only be used for parking and storage, except as provided under Section 6.23.E. D. Structures with two or more rigid walls, must meet one of the following construction methods:
  - (1) Wet Floodproofing. Structures may be floodproofed in a way to accommodate internal flooding. To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention.
  - (2) Elevation on Fill. Structures may be elevated on fill, meeting the standards in Section 6.21.A of this ordinance. Fill is not required to be extended 15 feet beyond the outside limits of the structure.
  - (3) Alternative Elevation Methods. Structures may have their lowest floor elevated above the Regulatory Flood Protection Elevation (RFPE) through methods alternative to the fill standards in Section 6.23.D(2), and must meet the standards in Section 6.22.B of this ordinance.
  - (4) Dry Floodproofing. Structures may be dry-floodproofed, or watertight, meeting the standards in Section 6.22.C of this ordinance.
- E. Structures with fewer than two rigid walls, such as carports, gazebos, and picnic pavilions, may be located at an elevation below the Regulatory Flood Protection Elevation, exceed 576 square feet in size, and may include uses as provided under Section 6.1

6.24 Any facilities used by employees or the general public must be designed with a flood warning system acceptable to the City of Cohasset that provides adequate time for evacuation, or be designed to ensure that within the area inundated during the base flood event, the depth (in feet) multiplied by the velocity (in feet per second) is less than four.

6.25 Manufactured homes and recreational vehicles must meet the standards of Section 10 of this ordinance.

6.3 **Conditional Uses in Flood Fringe.** The following uses and activities may be permitted as conditional uses, subject to the standards in Sections 6.4:

6.31 **Alternative Elevation Methods – Residential Structures.** Residential structures with their lowest floor elevated above the Regulatory Flood Protection Elevation (RFPE) using methods alternative to the fill requirements in Section 6.21.

6.4 **Standards for Conditional Uses in Flood Fringe.** In addition to the applicable standards detailed in Sections 4.0, 6.2 and 11.2:

6.41 All residential structures with lowest floors elevated through alternative elevation methods must meet the standards in Section 6.22.B of this ordinance.

## **SECTION 7.0 GENERAL FLOODPLAIN DISTRICT**

### **7.1 Permitted Uses in General Floodplain District**

- 7.11 Until the floodway is delineated, allowable uses will be restricted to those listed in the Floodway District, Section 5.0
- 7.12 All other uses are subject to a floodway/flood fringe determination as provided in Section 7.4, in addition to the standards provided in Sections 7.2 and 7.3. Permitted uses shall be determined as follows:
  - A. If the development is determined to be in the Floodway District, Section 5.0 applies.
  - B. If the development is determined to be in the Flood Fringe District, Section 6.0 applies.

## 7.2 Determining Flood Elevations

- 7.21 All development requires a determination of the Base Flood Elevation (BFE). Exceptions to this requirement include projects that restore the site to the previous cross-sectional area, such as shore stabilization or culvert replacement projects. Base Flood Elevations (BFE) may be found using best available data from any Federal, State, or other source (including MNDNR's Lake & Flood Elevations Online (LFEO) Viewer).

## 7.3 Encroachment Analysis

- 7.31 Encroachments due to development may not allow stage increases more than one-half (0.5) foot at any point, unless through a map revision following the procedures in Sections 11.15 and 14.0. This evaluation must include the cumulative effects of previous encroachments, and must be documented with hydrologic and hydraulic analysis performed by a professional engineer, or using other standard engineering practices. A lesser water surface elevation increase than one-half (0.5) foot is required if, due to the water surface level increase, increased flood damages would potentially result.
- 7.32 Alterations or changes that result in stage decreases are allowed and encouraged.

## 7.4 Standards for the Analysis of Floodway Boundaries

- 7.41 Requirements for Detailed Studies. Any development, as requested by the Zoning Administrator, shall be subject to a detailed study to determine the limits of the Floodway District. This determination must be consistent with the minimum standards for hydrologic and hydraulic mapping standards and techniques, as detailed in Minnesota Rules, part 6120.5600, Subp. 4 and *FEMA Guidelines and Standards for Flood Risk Analysis and Mapping*, as revised. Additionally:
  - A. A regulatory floodway necessary to carry the discharge of the one-percent annual chance flood must be selected without increasing the water surface elevation more than one-half (0.5) foot at any point. This determination should include the cumulative effects of previous encroachments. A lesser water surface elevation increase than one-half (0.5) foot is required if, due to the water surface level increase, increased flood damages would potentially result; and
  - B. An equal degree of encroachment on both sides of the stream within the reach must be assumed in computing floodway boundaries, unless topography, existing development patterns, and comprehensive land use plans justify a modified approach, as approved by the Department of Natural Resources.
- 7.42 Other Acceptable Methods. For areas where a detailed study is not available or required:
  - A. Development prohibited in floodways (e.g. most buildings) requires a floodway/flood fringe determination to verify the development is within the flood fringe. This determination must be done by a professional engineer or utilize other accepted engineering practices. The Department of Natural Resources may also provide technical assistance and must approve any alternative methods used to determine floodway boundaries.

## SECTION 8.0 SUBDIVISION STANDARDS

- 8.1 **Subdivisions.** All subdivided land must meet the following requirements. Manufactured home parks and recreational vehicle parks or campgrounds are considered subdivisions under this ordinance.
  - 8.11 All lots within floodplain districts must be suitable for a building site outside of the Floodway District.
  - 8.12 Subdivision of lands within the floodplain districts may not be approved if the cost of providing governmental services would impose an unreasonable economic burden on the City of Cohasset.

- 8.13 All subdivisions must have vehicular access both to the subdivision and to the individual building sites no lower than two feet below the Regulatory Flood Protection Elevation (RFPE), unless a flood warning/emergency evacuation plan has been approved by the City of Cohasset.
- 8.14 The Floodway and Flood Fringe District boundaries, the Regulatory Flood Protection Elevation (RFPE) and the required elevation of all access roads must be clearly identified on all required subdivision drawings and platting documents.

## **SECTION 9.0 PUBLIC AND PRIVATE UTILITIES, SERVICE FACILITIES, ROADS, BRIDGES, AND RAILROADS**

- 9.1 **Public Transportation Facilities.** Railroad tracks, roads, and bridges must be elevated to the Regulatory Flood Protection Elevation (RFPE) where such facilities are essential to the orderly functioning of the area, or where failure or interruption would result in danger to public health or safety. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety. All public transportation facilities should be designed to minimize increases in flood elevations.
- 9.2 **Public Utilities.** All utilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain must be elevated and/or floodproofed to the Regulatory Flood Protection Elevation (RFPE), be located and constructed to minimize or eliminate flood damage, and be designed to eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters. All public utilities should be designed to minimize increases in flood elevations. New solid waste management facilities, as defined in Minnesota Rules, part 7035.0300, are prohibited in the one-percent annual chance floodplain. Water supply systems are subject to the provisions in Minnesota Rules, part 4725.4350.
- 9.3 **Private On-Site Water Supply, Individual Sewage Treatment Systems, and other Service Facilities.** Private facilities shall be subject to applicable provisions detailed in Section 9.2. In addition, new or replacement on-site sewage treatment systems are to be located to avoid impairment to them or contamination from them during times of flooding, shall not be located in a designated floodway, and are subject to the provisions in Minnesota Rules, parts 7080.2270.

## **SECTION 10.0 MANUFACTURED HOMES AND RECREATIONAL VEHICLES**

- 10.1 **Manufactured Homes.** Manufactured homes and manufactured home parks are subject to applicable standards for each floodplain district. In addition:
  - 10.11 New and replacement manufactured homes must be placed and elevated in compliance with Section 6.0 of this ordinance and must be securely anchored to a system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
  - 10.12 New manufactured home parks and expansions to existing manufactured home parks must meet the appropriate standards for subdivisions in Section 8.0 of this ordinance.
- 10.2 **Recreational Vehicles.** New recreational vehicle parks or campgrounds and expansions to existing recreational vehicle parks or campgrounds are prohibited in any floodplain district. Recreational vehicles placed in existing recreational vehicle parks, campgrounds or lots of record in the floodplain must either:
  - 10.21 Meet the requirements for manufactured homes in Section 10.1, or
  - 10.22 Be travel ready, meeting the following criteria:
    - A. The vehicle must be fully licensed.
    - B. The vehicle must be ready for highway use, meaning on wheels or the internal jacking system, attached to the site only by quick disconnect type utilities.
    - C. No permanent structural type additions may be attached to the vehicle.
    - D. Accessory structures may be permitted in the Flood Fringe District, provided they do not hinder the removal of the vehicle should flooding occur, and meet the standards outlined in Sections 4.0 and 6.23.

## **SECTION 11.0 ADMINISTRATION**

- 11.1 **Duties.** A Zoning Administrator or other official must administer and enforce this ordinance.
  - 11.11 **Permit Application Requirements.** Permit applications must be submitted to the Zoning Administrator. The permit application must include the following, as applicable:

- A. A site plan showing all existing or proposed buildings, structures, service facilities, potential obstructions, and pertinent design features having an influence on the permit.
  - B. Location and detail of grading, fill, or storage of materials.
  - C. Copies of any required local, state or federal permits or approvals.
  - D. Other relevant information requested by the Zoning Administrator as necessary to properly evaluate the permit application.
- 11.12 Recordkeeping. The Zoning Administrator must maintain applicable records in perpetuity documenting:
- A. All certifications for dry floodproofing and alternative elevation methods, where applicable.
  - B. Analysis of no-rise in the Floodway District, as detailed in Section 5.21, and encroachment analysis ensuring no more than one-half foot of rise in the General Floodplain District, as detailed in Sections 7.22 and 7.31.
  - C. Final elevations, as applicable, detailing the elevation to which structures and improvements to structures are constructed or floodproofed. Elevations shall be determined by an engineer, architect, surveyor or other qualified individual, as approved by the Zoning Administrator.
  - D. Substantial damage and substantial improvement determinations, as detailed in Section 12.13, including the cost of improvements, repairs, and market value.
  - E. All variance actions, including justification for their issuance, and must report such variances as requested by the Federal Emergency Management Agency.
- 11.13 Certificate of Zoning Compliance for a New, Altered, or Nonconforming Use. No building, land or structure may be occupied or used in any manner until a certificate of zoning compliance has been issued by the Zoning Administrator stating that the finished fill and building floor elevations or other flood protection measures are in compliance with the requirements of this ordinance.
- 11.14 Notifications for Watercourse Alterations. Before authorizing any alteration or relocation of a river or stream, the Zoning Administrator must notify adjacent communities. If the applicant has applied for a permit to work in public waters in accordance with Minnesota Statutes, Section 103G.245, this will suffice as adequate notice. A copy of the notification must also be submitted to FEMA.
- 11.15 Notification to FEMA When Physical Changes Increase or Decrease Base Flood Elevations. Where physical changes affecting flooding conditions may increase or decrease the water surface elevation of the base flood, the City of Cohasset must notify FEMA of the changes in order to obtain a Letter of Map Revision (LOMR), by submitting a copy of the relevant technical or scientific data as soon as practicable, but no later than six months after the date such supporting information becomes available. Within the General Floodplain District, a map revision is only required if development results in stage increases greater than 0.5 feet.

## 11.2 Conditional Uses and Variances

### 11.21 Process.

- A. An application for a conditional use permit will be processed and reviewed in accordance with the provisions of this ordinance.
- B. An application for a variance to the provisions of this ordinance will be processed and reviewed in accordance with Minnesota Statutes, Section 462.357, Subd. 6(2) and this ordinance.

### 11.22 Additional Variance Criteria. The following additional variance criteria must be satisfied:

- A. Variances must not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- B. Variances from the provisions of this ordinance may only be issued by a community upon:
  - (1) A showing of good and sufficient cause;
  - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 and

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

C. Variances from the provisions in this ordinance may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

D. Variances must be consistent with the general purpose of these standards and the intent of applicable provisions in state and federal law.

E. Variances may be used to modify permissible methods of flood protection, but no variance shall permit a lesser degree of flood protection than the Regulatory Flood Protection Elevation (RFPE).

F. The Zoning Administrator must notify the applicant for a variance in writing that:

(1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and

(2) Such construction below the base flood level increases risks to life and property. Notification must be maintained with a record of all variance actions.

11.23 Considerations for Approval. The City of Cohasset must consider all relevant factors specified in other sections of this ordinance in granting variances and conditional use permits.

11.24 Conditions of Approval. The City of Cohasset may attach such conditions to the granting of variances and conditional use permits as it deems necessary to fulfill the purposes of this ordinance.

### 11.3 Notifications to the Department of Natural Resources

11.31 All notices of public hearings to consider variances or conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist at least ten (10) days before the hearings. Notices of hearings to consider subdivisions/plats must include copies of the subdivision/plat.

11.32 A copy of all decisions granting variances and conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist within ten (10) days of final action.

## SECTION 12.0 NONCONFORMITIES

12.1 **Continuance of Nonconformities.** A use, structure, or occupancy of land which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

12.11 Within the floodway and general floodplain districts (when a site has been determined to be located in the floodway following the procedures in Section 7.3, or when the floodway has not been delineated), any expansion or enlargement of uses or structures is prohibited.

12.12 Within all districts, any addition, modification, rehabilitation, repair, or alteration shall be in conformance with the provisions of this ordinance, shall not increase the flood damage potential or increase the degree of obstruction to flood flows, and where applicable, must be protected to the Regulatory Flood Protection Elevation (RFPE).

12.13 If any nonconforming structure is determined to be substantially damaged or substantially improved based on the procedures in Section 12.2, it may not be reconstructed except in conformity with the provisions of this ordinance.

12.14 If any nonconforming use, or any use of a nonconforming structure, is discontinued for more than one year, any future use of the premises must conform to this ordinance.

12.2 **Substantial Improvement and Substantial Damage Determinations.** Prior to issuing any permits for additions, modifications, rehabilitations, repairs, alterations, or maintenance to nonconforming structures, the Zoning Administrator is required to determine if such work constitutes substantial improvement or repair of a substantially damaged structure. A determination must be made in accordance with the following procedures:

12.21 Estimate the market value of the structure. In the case of repairs, the market value of the structure shall be the market value before the damage occurred and before any restoration or repairs are made.

- 12.22 Estimate the cost of the project. The property owner shall accommodate for inspection, and furnish other documentation needed by the zoning administrator to evaluate costs.
- A. Improvement costs shall be comprised of the market rate of all materials and labor, as well as the costs of all ordinary maintenance and upkeep carried out over the past one year.
  - B. Costs to repair damages shall be comprised of the market rate of all materials and labor required to restore a building to its pre-damaged condition regardless of the work proposed, as well as associated improvement costs if structure is being restored beyond its pre-damaged condition.
- 12.23 Compare the cost of the improvement, repairs, or combination thereof to the estimated market value of the structure, and determine whether the proposed work constitutes substantial improvement or repair of a substantially damaged structure, as defined in Section 2.0 of this ordinance.
- 12.24 Based on this determination, the zoning administrator shall prepare a determination letter and notify the property owner accordingly. Structures determined to be substantially damaged or substantially improved may not be reconstructed except in conformity with the provisions of this ordinance.

**SECTION 13.0 VIOLATIONS AND PENALTIES**

- 13.1 **Uses in Violation of the Ordinance.** Every structure, fill, deposit, or other use placed or maintained in the floodplain in violation of this ordinance shall be considered a public nuisance.
- 13.2 **Civil Remedies.** The creation of a public nuisance may be enjoined and the maintenance of a public nuisance under this ordinance may be abated by an action brought by the City of Cohasset or the Department of Natural Resources.
- 13.3 **Enforcement.** Violations of the provisions of this ordinance constitutes a misdemeanor and is punishable as defined by law. The Zoning Administrator may utilize the full array of enforcement actions available to it including but not limited to prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance. The City of Cohasset must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

**SECTION 14.0 AMENDMENTS**

- 14.1 **Ordinance Amendments.** Any revisions to the floodplain maps by the Federal Emergency Management Agency or annexations of new map panels require an ordinance amendment to update the map references in Section 3.2 of this ordinance.
- 14.2 **Required Approval.** All amendments to this ordinance must be submitted to the Department of Natural Resources for review and approval prior to adoption, for compliance with state and federal rules and requirements. The floodplain ordinance shall not be considered valid until approved.

**EFFECTIVE DATE:** This ordinance shall be in full force and effect from and after its passage and approval.

Adopted by the City of Cohasset City Council

This \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

(Day) (Month) (Year)

Attest: \_\_\_\_\_, Mayor

(Name of Elected Official)

Attest: \_\_\_\_\_, City Clerk



Stevens (31-574), Warburg (31-563), Unnamed (31558), Unnamed (31-559).

2. Recreational Development Lakes: Bass (31-576), Blackwater (31561), Guile (also known as Snells) (31-569), Jay Gould (31-565), Little Bass (31-575), Little Jay Gould (31-566), Little Rice (31716), Loon (31-571), Rice (31-717), Tioga mine pit (31-946).
3. General Development Lakes: Blandin Reservoir (31-533), Pokegama (31-532).
4. Forested Streams: Mississippi River lying west of Blackwater Lake.
5. Urban Stream: Mississippi River between Army Corps Dam and Jay Gould Lake.<sup>186</sup> Bass Brook - From the Mississippi River to the North line of Section 11, Township 55, and Range 26N.<sup>187</sup>
6. Tributary Streams: The remainder of Bass Brook and all other streams in the City.<sup>188</sup>

B. Shoreland map. The location and boundaries of the lands under the jurisdiction of the Shoreland Overlay regulations herein established are shown upon the Official Shoreland Management Area Map, together with all notations, references and other information shown thereon, and all amendments thereto, and shall be as much a part of this ordinance as if fully set forth and described therein. The Shoreland Management Area Map, which may be described separately or jointly with the Zoning Map, shall be kept on file in the office of the City Clerk.

#### 10.065 Flood Hazard Areas and Map

The location and boundaries of the lands under the jurisdiction of the Flood Hazard regulations herein established are shown upon the Official Flood Hazard Area Map, together with all notations, references and other information shown thereon, and all amendments thereto, and shall be as much a part of this ordinance as if fully set forth and described therein. The Official Flood Hazard Map shall by, reference, be the Flood Boundary and Floodway Map and Flood Insurance Rate Map dated 1 November 1978 prepared by the Federal Insurance Administration as part of the Flood Insurance Study for Itasca County dated May 1978. The Flood Hazard Area Map, which may be described separately or jointly with the Zoning Map, shall be kept on file in the office of the City Clerk.

#### 10.066 Interpretation of Zoning Districts, Shoreland Management and Flood Hazard Maps

##### A. Zoning Map.

1. District boundary lines on the Zoning Map are intended to follow section lines (and portions thereof), lot lines, the center lines of

streets, alleys, highways and rights-of-way projected, the ordinary high water level of lakes, ponds and water courses or the corporate limits, all as they exist upon the effective date of this ordinance or changed by a specific amendment thereto.<sup>189</sup>

2. Where district boundaries are so indicated that they are approximately parallel to the center line of a street, alley, highway or right-of-way, such district boundary shall be construed as being parallel thereto and at such distance there from as indicated on the Zoning Map. If no distance is given, such dimension shall be determined by the use of the scale of said Zoning Map. The location of such boundaries shall not be affected by any future widening or realignment of the adjacent streets or highways unless provisions are made therefore by amendment to this ordinance.
3. Where district boundaries cross property that is not subdivided into lots, and other provisions herein are not applicable, the location of the district line shall be determined by use of the scale on said Zoning Map.
4. Where a zoning district boundary line divides a parcel of land or lot which was of record into two or more districts, any portion of such a divided lot lying within fifty (50) feet of either side of the dividing district boundary line may be used for any use permitted in either district. If, however, the distance exceeds fifty (50) feet, the entire area of the separated portions shall only be used for the uses allowed within their respective zoning districts.
5. Whenever any street, alley or other public right-of-way is vacated by official action of the City, the zoning district on each side of such street, alley or public way shall automatically be extended to the centerline.
6. Appeals from the Zoning Officer's determination concerning the exact location of district boundary lines shall be determined by the Planning Commission acting as the Board of Zoning Appeals.

#### **B. Shoreland and Flood Hazard Maps.**

1. The boundary lines for shoreland management areas shall first be attempted to be determined by use of the scale of the Shoreland Management Area Map. If such attempt proves unacceptable to either the Zoning Officer or the landowner, the landowner shall conduct, at his or her expense, a survey to accurately determine the location of the shoreland management boundary line for said parcel.
2. The boundary lines for flood hazard areas shall be determined by the use of the scale of the Flood Hazard Area Map.
3. Appeals from the Zoning Officer's determination concerning the exact location of shoreland management or flood hazard area

boundary lines shall be determined by the Planning Commission acting as the Board of Zoning Appeals.

#### 10.067 Zoning of Annexed Lands

Land hereafter annexed to the City of Cohasset shall automatically be reclassified MA Managed Resource District upon the effective date of said annexation. Within ninety (90) days thereafter, the City may elect to study the subject annexation area and, based upon the City Comprehensive Plan, surrounding land use, timing of development, availability of public services, existing land use patterns and other similar factors, may rezone said annexation area to one or more other classifications. If the land owner(s) wishes to have the subject property reclassified, it shall be their responsibility to petition the City for rezoning.

- b. All private sewage treatment systems must meet or exceed the Minnesota Pollution Control Agency's standards for individual sewage treatment systems contained in the document titled "Individual Sewage Treatment Systems Standards, Chapter 7080", a copy of which is hereby adopted by reference and declared to be part of this ordinance.
- c. On-site sewage treatment systems must be set back from the ordinary high water level in accordance with the setbacks established in this ordinance.
- d. All proposed sites for individual sewage treatment systems shall be evaluated in accordance with the following criteria: (1) depth to the highest known or calculated ground water table or bedrock; (2) soil conditions, properties and permeability; (3) slope; (4) the existence of lowlands, local surface depressions and rock outcrops.

If the determination of a site's suitability cannot be made with publicly available, existing information, it shall then be the responsibility of the applicant to provide sufficient soil borings and percolation tests from on-site field investigations.

- K. Fertilizer, pesticides and animal wastes. Use of fertilizer, pesticides, or animal wastes within shorelands must be done in such a way as to minimize impact on the shore impact zone or public water by proper application or use of earth or vegetation.

#### 10.084 Flood Hazard Area District and Standards

- A. Statutory authorization. The legislature of the State of Minnesota has, in Minnesota Statutes Chapter 103F and 462, delegated the responsibility to local government units to adopt regulations designed to minimize flood losses. Therefore, the City of Cohasset does find:

- 1. The flood hazard areas of the City of Cohasset are subject to periodic inundation which results in potential loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

- 2. These regulations are based upon a reasonable method of analyzing flood hazards which is consistent with the standards established by the Minnesota Department of Natural Resources.

- B. Statement of purpose. It is the purpose of these regulations to promote the public health, safety, and general welfare and to minimize those losses described in section 10.084 A of this ordinance.

- C. General provisions.

- 1. Lands to which regulations apply.

These regulations shall apply to all lands within the jurisdiction of the City of Cohasset shown on the Official Flood Hazard Map as being located within the boundaries of the Floodway, Flood Fringe, or General Flood Plain Areas.

2. Flood-proofing regulations.

The publication entitled "Flood Proofing Regulations", Office of the Chief of Engineers, U.S. Army Corps of Engineers, Washington, D.C., dated June 1972, or its official replacements, is hereby adopted by reference and incorporated into this ordinance.

3. Permit required.

A permit issued by the Zoning Officer in conformity with the provisions of these regulations shall be secured prior to the erection, addition, or alteration of any building, structure, or portion thereof; prior to the use or change of use of a building, structure, or land; prior to the change or extension of a non-conforming use; and prior to the placement of fill, excavation of materials, or the storage of materials or equipment within the flood plain.

4. State and Federal permits.

Prior to granting a permit or processing an application for Conditional Use, Variance or subdivision, the Zoning Officer shall determine that the applicant has obtained all necessary State and Federal permits.

5. Certification.

The applicant shall be required to submit certification by a registered professional engineer, registered architect, or registered land surveyor that the finished fill and building elevations were accomplished in compliance with the provisions of this ordinance. Flood-proofing measures shall be certified by a registered professional engineer or registered architect.

6. Variances.

Variances to these floodplain provisions may be granted in accordance with the procedures set forth in Section 10.0506 of the Ordinance. "No variance shall have the effect of allowing in any floodplain district uses prohibited in that district, permit a lower degree of flood protection than Regulatory Flood Protection Elevation for the particular area, or permit standards lower than those required by State law".

7. Conditional uses.

The granting of conditional uses within the flood plain district shall be in accordance with the procedures set forth in section 10.11 of this ordinance.

8. a. Notification to the Department of Natural Resources.  
Copies of all notices of any public hearings to consider variances, amendments, or conditional uses under these

floodplain controls shall be sent to the Commissioner of Natural Resources or the commissioner's designated representative and postmarked at least ten (10) days before the hearings. Notices of hearings to consider proposed subdivisions shall include copies of the subdivision. A copy of approved amendments, subdivisions and final decisions granting variances or conditional uses under these floodplain regulations shall be sent to the commissioner or the commissioner's designated representative and postmarked within ten (10) days of the final action.

- b. Flood Insurance Notice and Record Keeping - The Zoning Administrator shall notify the applicant for a variance that:  
1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and 2) Such construction below the 100-year or regional flood level increases risks to life and property. Such notification shall be maintained with a record of all variance actions. A community shall maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its annual or biennial report submitted to the Administrator of the National Flood Insurance Program.

D. Areas of application. The flood plain regulations of this ordinance apply to the following three types of areas in the City of Cohasset.

1. Floodway Areas.

The Floodway area shall include those areas designated as floodway on the Official Flood Hazard Map.

2. Flood Fringe Areas.

The Flood Fringe area shall include those areas designated as floodway fringe on the Official Flood Hazard Map.

3. General Flood Plain Areas.

The General Flood Plain area shall include those areas designated as unnumbered 'A Zones' on the Official Flood Hazard Map.

E. Permitted and conditional uses.

1. Floodway Areas.

- a. In Floodway Areas only the following uses shall be permitted provided that the uses are also permitted in the underlying zoning district:

- (1) General farming, pasture, grazing, outdoor plant nurseries, horticulture, truck farming, forestry, sod farming, and wild crop harvesting.

(2) Industrial-commercial loading areas, parking areas, and airport landing strips.

(3) Golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, and recreational trails.

b. In Floodway Areas the following uses shall require conditional use permits provided that the uses are also permitted in the underlying zoning district:

(1) Structures accessory to those listed above.

(2) Extraction and storage of sand, gravel, and other materials.

(3) Marinas, boat rentals, docks, piers, wharves, and water control structures.

(4) Railroads, streets, bridges, utility transmission lines, and pipelines.

(5) Storage yards for equipment, machinery, or materials.

(6) Placement of fill.

(7) Travel trailers and travel vehicles either on individual lots of record or in existing or new subdivisions or commercial or condominium type campgrounds.

(8) Structural works for flood control such as levees, dikes and floodwalls constructed to any height where the intent is to protect individual structures and levees or dikes where the intent is to protect agricultural crops for a frequency flood event equal to or less than the 10-year frequency flood event.

## 2. Flood Fringe Areas.

Permitted uses shall be those uses of land or structures listed as permitted uses in the underlying zoning district. Any structure that is not elevated on fill or flood-proofed in accordance with this ordinance or any use of land that does not comply with the standards provided in section 10.084 of this ordinance shall only be allowable as a conditional use.

## 3. General Flood Plain Areas.

The uses and conditions listed in section 10.084 E.1 of this ordinance shall apply in the General Flood Plain Area. All other uses shall require conditional use permits and be subject to the floodway/flood fringe evaluation criteria pursuant to section 10.084 F of this ordinance and, according to the findings of that

evaluation, be governed by the Floodway or Flood Fringe regulations, whichever is appropriate.

**F. Procedures to determine Floodway and Flood Fringe areas within the General Flood Plain.**

**1. Required information.**

Upon receipt of an application for a conditional use permit for a use within the General Flood Plain Area, the applicant shall be required to furnish such of the following information as is deemed necessary by the Zoning Officer for the determination of the Regulatory Flood Protection Elevation and whether the proposed use is within the Floodway or Flood Fringe area.

- a. A typical valley cross-section showing the channel of the stream, elevation of land areas adjoining each side of the channel, cross-sectional areas to be occupied by the proposed development, and high water information.
- b. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill, or storage elevations; size, location, and spatial arrangement of all proposed and existing structures on the site; location and elevations of streets; photographs showing existing land uses and vegetation upstream and downstream; and soil type.
- c. Profile showing the slope of the bottom of the channel or flow line of the stream for at least five hundred (500) feet in either direction from the proposed development.

**2. Technical determination.**

The applicant shall be responsible to submit one (1) copy of the above information to a designated engineer or other expert person or agency for technical assistance in determining whether the proposed use is in the floodway or flood fringe and to determine the regulatory flood protection elevation. Procedures consistent with Minnesota regulations NR 6120.5600 - 6120.5700 shall be followed in this expert evaluation. The designated engineer or expert shall: estimate the peak discharge of the regional flood; calculate the water surface profile of the regional flood based upon a hydraulic analysis of the stream channel and overbank areas; and compute the floodway necessary to convey the regional flood without increasing flood stages more than 0.5 feet. An equal degree of encroachment on both sides of the stream within the reach shall be assumed in computing floodway boundaries.

**3. Acceptance of technical determination.**

The Zoning Officer shall present the technical evaluation and findings of the designated engineer or expert to the City Council.



The City Council must formally accept the technical evaluation and the recommended floodway and/or flood fringe district boundary or deny the permit application. Prior to official action, the City Council may submit the application and all supporting data and analyses to the Federal Emergency Management Agency, the Department of Natural Resources or the Planning Commission for review and comment. Once the floodway and flood fringe boundaries have been determined, the City Council shall refer the matter to the Zoning Officer who shall process the permit application consistent with the applicable provisions of this ordinance.

G. Standards for Floodway uses. The following standards apply to all uses or conditional uses in the Floodway Areas of Cohasset.

1. Permitted uses.

- a. The use shall have a low flood damage potential.
- b. The use shall be permissible in the underlying zoning district.
- c. The use shall not obstruct flood flows or increase flood elevations and shall not involve structures, fill, obstructions, excavations, or storage of materials or equipment.

2. Conditional uses.

- a. No structure, (temporary or permanent), fill (including fill for roads and levees), deposit, obstruction, storage of materials or equipment, or other uses may be allowed as a conditional use that will cause any increase in the stage of the 100-year or regional flood or cause an increase in flood damages in the reach or reaches affected.
- b. The conditional use shall be permissible in the underlying zoning district.
- c. Fill:
  - (1) Fill, dredge spoil, and all other similar materials deposited or stored in the flood plain shall be protected from erosion by vegetative cover, mulching, riprap or other acceptable method.
  - (2) Dredge spoil sites and sand and gravel operations shall not be allowed in the floodway unless a long-term site development plan is submitted which includes an erosion and sedimentation prevention component.
- d. Accessory structures:
  - (1) Accessory structures shall not be designed for human habitation.
  - (2) Accessory structures, if permitted, shall be constructed and placed on the building site so as to offer the minimum obstruction to the flow of floodwaters.

Whenever possible, structures shall be constructed with the longitudinal axis parallel to the direction of flood flow, and, so far as practicable, structures shall be placed approximately on the same flood flow lines as those of adjoining structures.

(3) Accessory structures shall be elevated on fill or structurally dry flood proofed in accordance with the FP-1 or FP-2 classifications of the U.S. Army Corps of Engineers Flood Proofing Regulations, June 1972 edition. As an alternative, an accessory structure may be flood proofed to the FP-3 or FP-4 classifications of the regulations provided the accessory structure constitutes a minimal investment, does not exceed five hundred (500) square feet in size, and if a detached garage, must be used solely for parking of vehicles and limited storage.

(4) All flood proofed accessory structures must meet the following additional standards as appropriate: the structure must be adequately anchored to prevent flotation, collapse or lateral movement of the structure and shall be designed to equalize hydrostatic flood forces on exterior walls; and, any mechanical and utility equipment in a structure must be elevated to or above the Regulatory Flood Protection Elevation or properly flood proofed.

e. Storage of materials and equipment:

(1) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.

(2) Storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with a plan approved by the City of Cohasset planning commission and city council.

f. Structural works for flood control that will change the course, current or cross section of protected wetlands or public waters shall be subject to the provisions of Minnesota Statute, Chapter 103G. Community-wide structural works for flood control intended to remove areas from the regulatory flood plain shall not be allowed in the floodway.

g. A levee, dike or floodwall constructed in the floodway shall not cause an increase in the 100-year or regional flood and the technical analysis must assume equal conveyance or storage loss on both sides of a stream.

H. Standards for Flood Fringe uses. The following standards apply to all uses or conditional uses in the Flood Fringe Areas of Cohasset.

## 1. Permitted uses.

- a. All structures, including accessory structures, must be elevated on fill so that the lowest floor including basement floor is at or above the Regulatory Flood Protection Elevation. The finished fill elevation for structures shall be no lower than one (1) foot below the Regulatory Flood Protection Elevation and the fill shall extend at such elevation at least fifteen (15) feet beyond the outside limits of the structure erected thereon.
- b. As an alternative to elevation on fill, accessory structures that constitute a minimal investment and that do not exceed five hundred (500) square feet for the outside dimension at ground level may be internally flood proofed in accordance with this ordinance.
- c. The cumulative placement of fill where at any one time in excess one thousand (1,000) cubic yards of fill is located on the parcel shall be allowable only as a conditional use, unless said fill is specifically intended to elevate a structure in accordance with this ordinance.
- d. The storage of any materials or equipment shall be elevated on fill to the Regulatory Flood Protection Elevation.

## 2. Conditional uses.

- a. Alternative elevation methods other than the use of fill may be utilized to elevate a structure's lowest floor above the Regulatory Flood Protection Elevation. These alternative methods may include the use of stilts, pilings, parallel walls, etc. or above-grade, enclosed areas such as crawl spaces or tuck under garages. The base or floor of an enclosed area shall be considered above-grade and not a structure's basement or lowest floor if:
  - (1) The enclosed area is above-grade on at least one side of the structure;
  - (2) It is designed to internally flood and is constructed with flood resistant materials;
  - (3) It is used solely for parking of vehicles, building access or storage;
  - (4) The structure's design and as-built condition must be certified by a registered professional engineer or architect as being in compliance with current U.S. Army Corps of Engineers flood proofing regulations and, specifically, that all electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities must be at or above the Regulatory Flood Protection Elevation or be designed to prevent

flood water from entering or accumulating within these components during times of flooding;

- (5) When openings are placed in a structure's walls to provide for entry of flood waters to equalize pressures, the bottom of all openings shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters; and
- (6) That the enclosed area will be designed of flood resistant materials in accordance with current U.S. Army Corps of Engineers flood proofing standards.

- b. Basements shall: not be allowed below the Regulatory Flood Protection Elevation, but non-residential basements may be allowed below this elevation provided the basement is structurally dry flood proofed in accordance with this ordinance.
- c. All areas of non-residential structures to be placed below the Regulatory Flood Protection Elevation shall be floodproofed in accordance with this ordinance and this shall require making the structure watertight with the walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Structures flood-proofed to the FP-3 or FP-4 classifications shall not be permitted.
- d. When at any time more than one thousand (1,000) cubic yards of fill or other similar material is located on a parcel for such activities as on-site storage, landscaping, sand and gravel operations, landfills, roads, dredge spoil disposal, or construction of flood control works, an erosion and sedimentation control plan must be submitted. The plan must clearly specify methods to be used to stabilize the fill on site for a flood event at a minimum of the 100 year or regional flood event. The plan must be prepared and certified by a registered professional engineer or other qualified individual acceptable to Cohasset.
- e. The storage or processing of materials that are, in times of flooding, flammable, explosive, or potentially injurious to human, animal or plant life is prohibited, and, storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with a plan approved by the planning commission.

### 3. All flood fringe uses.

- a. All new principal structures must have vehicular access at or above an elevation not more than two (2) feet below the Regulatory Flood Protection Elevation. If a variance to this requirement is granted, limitations must be specified on the period of use or occupancy of the structure for times of flooding and only after determining that adequate flood warning time and local flood emergency response procedures exist.
- b. Accessory land uses such as yards, railroad tracks and parking lots for commercial uses may be at elevations lower than the Regulatory Flood Protection Elevation. However, a permit for such facilities to be used by employees or the general public shall not be granted in the absence of a flood warning system that provides adequate time for evacuation if the area would be inundated to a depth greater than two (2) feet or be subject to flood velocities greater than four (4) feet per second upon occurrence of the regional flood.
- c. For manufacturing and industrial uses measures shall be taken to minimize interference with normal plant operations especially along streams with protracted flood duration. Certain accessory land uses such as yards and parking lots may be at lower elevations subject to requirements set forth in subsection 'b' above. In considering permit applications, due consideration shall be given to needs of an industry whose business requires that it be located in flood plain areas.
- d. Fill shall be properly compacted and the slopes shall be properly protected by the use of riprap, vegetative cover or other acceptable methods.
- e. Flood plain developments shall not adversely affect the hydraulic capacity of the channel and adjoining flood plain of any tributary watercourse or drainage system where a floodway or other encroachment limit has not been specified on the Official Zoning Map.

1. Public utilities, railroads, roads and bridges.

1. Public utilities.

All public utilities and facilities such as gas, electrical, sewer, and water supply systems to be located in the flood plain shall be flood-proofed in accordance with this ordinance or elevated to a height above the Regulatory Flood Protection Elevation.

2. Public transportation facilities.

Railroad tracks, roads, and bridges to be located within the flood plain shall comply with the use standards set forth in this ordinance. Elevation to the Regulatory Flood Protection

Elevation shall be provided where failure or interruption of these transportation facilities would result in danger to the public

health or safety or where such facilities are essential to the orderly functioning of the area. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.

3. On-site sewage treatment and water supply systems.

On-site water supply systems must be designed to minimize or eliminate infiltration of flood waters into the systems; and, new or replacement on-site sewage treatment systems must be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and they shall not be subject to impairment or contamination during times of flooding. Any sewage treatment system designed in accordance with the State of Minnesota's current statewide standards for on-site sewage treatment systems shall be determined to be in compliance with this section.

J. Manufactured homes and placement of travel trailers and travel vehicles (RVs).

1. Placement of new or replacement manufactured homes.

The placement of new or replacement manufactured homes on individual lots of record or in existing manufactured home parks that are located in the flood plain will be treated as a new structure and may be placed only if elevated in compliance with this ordinance.

2. Anchoring required.

All manufactured homes located in licensed manufactured home parks and in the flood plain shall be securely anchored to a foundation system that resists flotation, collapse or lateral movement.<sup>326</sup> This requirement is in addition to applicable state and federal anchoring requirements for resisting wind forces.<sup>327</sup>

3. Exempted travel trailers and travel vehicles.

Travel trailers and travel vehicles are exempt from the provisions of this section if they are placed on individual lots of record, in existing commercial recreational vehicle parks or campgrounds, or in existing condominium type associations and, provided they meet the following criteria: (a) have current licenses required for highway use; (b) are highway ready meaning on wheels or the internal jacking system, are attached to the site only by quick disconnect type utilities commonly used in campgrounds and the vehicle has no permanent structural type additions attached to it; and (c) the travel trailer or travel vehicle and associated used must be permissible in any pre-existing, underlying zoning use district. Travel trailers and travel vehicles lose this exemption when development occurs on the parcel for a structural addition

to the travel trailer or vehicle or an accessory structure such as a garage or storage building.

4. Requirements for non-exempt travel trailers and travel vehicles.

Travel trailers and travel vehicles which are not exempted from the above section, new commercial travel trailer or travel vehicle parks or campgrounds, new residential type subdivisions and condominium associations, and the expansion of any existing similar use exceeding five (5) units or dwelling sites shall be subject to the following:

a. Any new or replacement travel trailer or travel vehicle will be allowed in the Floodway or Flood Fringe areas provided said trailer or vehicle and its contents are placed on fill above the Regulatory Flood Protection Elevation and proper elevated road access to the site exists in accordance with this ordinance. No fill placed in the floodway to meet the requirements of this section shall increase flood stages of the 100-year or regional flood event.

b. All new or replacement travel trailers or travel vehicles not meeting the criteria of 'a' above may, as an alternative, be allowed as a conditional use if in accordance with the following provisions and the underlying zoning district requirements. The applicant must submit an emergency plan for the safe evacuation of all vehicles and people during the 100-year flood. Said plan shall be prepared by a registered engineer or other qualified individual and shall demonstrate that adequate time and personnel exist to carry out the evacuation. All attendant sewage and water facilities for new or replacement travel trailers or other recreational vehicles must conform to the provisions of this ordinance.

5. New manufactured home parks and expansions to existing manufactured home parks shall be subject to the provisions placed on floodplain subdivisions by Section 10.2100E12 of this ordinance.

#### 10.085 Wetland Standards

A. Policy. It is in the public interest of the City of Cohasset to:

1. Achieve no net loss in quantity, quality and biological diversity of existing wetlands.
2. Restore or enhance diminished or drained wetlands.
3. Avoid direct or indirect impacts on wetlands.
4. Replace wetland values when avoidance is not feasible or prudent.

# REQUEST FOR CITY COUNCIL ACTION

6A

Agenda #	Date:	Action
6A	02/24/2025	

Description of issue:

Act on Safety Committee recommendation to purchase 2 new AEDs.

## Information on issue/request:

Quote from Stellar medical equipment and 3 online suppliers (AED.US, AED.COM, American AED).

Recommendation;  
Accept quote from Stellar Medical and Equipment.

Motion resolved by \_\_\_ to: \_\_\_\_\_

\_\_\_\_\_, seconded by: \_\_\_\_\_

\_\_\_ Roll Call Vote (F = For / A = Against): \_\_\_ SB \_\_\_ AM \_\_\_ KT \_\_\_ AH \_\_\_ JC

\_\_\_ Voice Vote: \_\_\_ For / \_\_\_ Against \_\_\_ Affirmed / \_\_\_ Rejected



**Quotation**



P.O. No.	Date	Quotation #
	2/5/2025	21025

Name / Address
City of Cohasset 305 NW 1st Avenue Cohasset, MN 55721

Ship To
City of Cohasset 305 NW 1st Avenue Cohasset, MN 55721

Item	Description	Qty	U/M	Cost	Total
5000	Zoll AED Plus w/5 Year Adult CPR Pad, 5 Year Warranty on Battery, and AED Cover for Public Safety	2	ea	1,695.03	3,390.06T
5003	Zoll AED Plus Pedi Padz Pediatric Electrodes	2	ea	116.00	232.00T
5075	AED Emergency Response Kit	2	ea	35.00	70.00T
5005	Zoll AED Plus Carrying Large Case w/Storage Pelican Case	2	ea	203.00	406.00T

**Stellar Medical and Equipment**  
**PO Box 27**  
**Fargo, ND 58107**  
**Phone: 701-238-6562**  
**Fax: 701-335-7670**  
**www.stellarmedicalandequipment.com**  
**sales@stellarmedicalandequipment.com**

<b>Subtotal</b>	<b>\$4,098.06</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$4,098.06</b>



## ZOLL AED Plus



SKU: ZSH-8000-G04007-01-N

**\$2,021.00**

Defibrillator and CPR Instructor In One

- Real-time CPR monitoring
- Auditory and visual feedback for effective CPR
- Easy to use for both trained responders and the public
- Bright green coloring makes this AED easy to identify

Choose AED Option:

Fully Automatic, Text + Voice Prompts ▾

Tax Exempt Organization?

• \$250 OFF NEW AEDS & VALUE PACKAGES. PROMO CODE: 250FEBRUARY

- 1 +

Extended 2 Year Warranty (Optional)

Please Select ▾

ADD TO CART

♡ Add to wishlist   📄 Add to compare

Add Ons

Home / AED / ZOLL AED Plus

## ZOLL AED PLUS

From **\$2,021.00**

**IN STOCK**  
SKU#: ZAED+ NEW



Details Specifications Resources Includes Reviews

ZOLL AEDs are extremely popular among medical professionals and lay responders alike. While not the only AED from ZOLL to feature Real CPR Help, ZOLL's real time CPR feedback and CPR coaching software, the ZOLL AED Plus automated external defibrillator packages this and other unique ZOLL AED features nicely into an easy-to-use AED. This ease of use combined with ZOLL reliability have set ZOLL defibrillators apart, and specifically made the AED Plus one of the most popular AEDs on the market.

Other AED Plus features include:

**CPR Bar Gauge** - Shows CPR compression depths and provides feedback on CPR chest compressions (depth and rate), prompting rescuers to push harder or letting them know compressions are good. This significantly aids responders in providing proper chest compressions during an SCA event.

### Product Features

-   
Semi Automatic
-   
Automatic Shock
-   
CPR Feedback
-   
Visual Cues
-   
Audio Cues

### AED Type

Choose an Option...

Qty

Add to Cart

### Add Accessories

- LifeShield AED Compliance Management (1 Year) +\$100.00 ⓘ
- ZOLL AED Plus Type 123 Lithium Batteries +\$97.00 ⓘ
- First Aid Kit - 25 Person +\$35.97 ⓘ
- ZOLL CPR-D Padz 8900-0800-01 +\$223.00 ⓘ
- Alarmed AED Wall Cabinet +\$169.00 ⓘ
- ZOLL Pedi-Padz II 8900-0810-01 +\$150.00 ⓘ

Select All Accessories

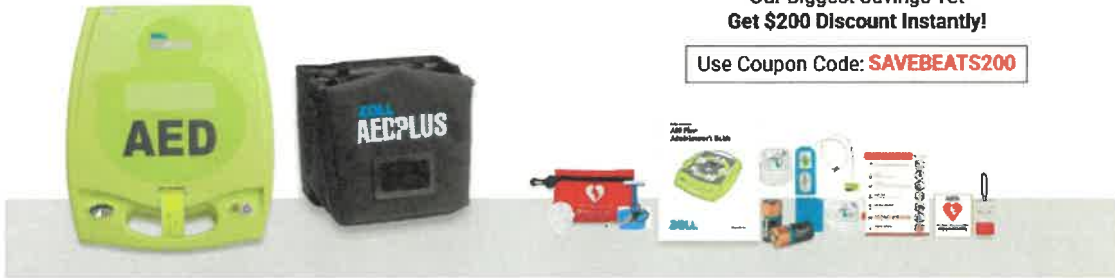
We found other products you might like!



**HEART MONTH AED SPECIALS!**

**Our Biggest Savings Yet  
Get \$200 Discount Instantly!**

Use Coupon Code: **SAVEBEATS200**



**ZOLL AED Plus Featuring Real CPR Help**

Your Complete Zoll AED Plus Rescue-Ready Unit Includes:

- ✔ 1 Brand New ZOLL AED Plus Featuring Real CPR Help™
- ✔ 7 Year Warranty
- ✔ 1 One Piece Adult CPR-D Padz
- ✔ 1 Set of 10 Duracell Lithium Batteries
- ✔ 1 User Manual
- ✔ 1 Quick Reference Guide
- ✔ ZOLL Data Event Review Software [download here](#)
- ✔ 1 FREE ZOLL AED Plus Carrying Case
- ✔ 1 FREE ZOLL AED Plus Demonstration and Setup Video
- ✔ 1 FREE ZOLL AED Plus Online Training
- ✔ 1 FREE Medical Prescription / Authorization [Details](#)
- ✔ 1 FREE Premium AED+CPR Responder Kit (\$50 value) [Details](#)
- ✔ 1 FREE Inspection / Maintenance Tag [Details](#)
- ✔ 1 FREE AED "Equipped Facility" Decal / Sticker [Details](#)
- ✔ AMERICAN AED Lifetime Maintenance Notification & Support
- ✔ FREE FedEx Ground Shipping [Details](#)

Retail: ~~\$2,921.00~~

**Exclusive Offer: \$2,021.00**

Use coupon **SAVEBEATS200** at checkout and Get \$200.00 Off.

Choose Model Options

Fully-Automatic ▾

- Spare CPR-D Padz - Optional [Add for \$223.00]
- Child/Pediatric Pads - Optional [Add for \$150.00]
- Spare Set Of Batteries - Optional [Add for \$97.00]
- Individual CPR/AED/First Aid Training - Virtual - Optional [Add for \$110.00]
- AED Management Program (1 Year Subscription) - Optional [Add for \$149.99]
- Waterproof Carrying Case - Optional [Add for \$169.00]

1 **ADD TO CART**

Part # ZOLL-AED-PLUS-RR

**IN STOCK - READY TO SHIP**

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**COHASSET CITY COUNCIL  
MEETING MEMORANDUM**

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**TO:** MAYOR & CITY COUNCIL MEMBERS  
**FROM:** JOSH CASPER  
**SUBJECT:** MINNESOTA POWER CHARGING STATION AGREEMENT  
**DATE:** FEBRUARY 24, 2025

---

Make a motion to approve the Minnesota Power Charging Station Easement Agreement and authorize the necessary signatures.



AN ALLETE COMPANY

LeB

Hello

Minnesota Power's Real Estate Specialists provided the following instructions for finalizing the site host agreement.

- The attached contract should be signed by a representative that is an authorized signer.
- Areas that need to be completed:
  - o Page 1 – Minnesota Power will add the effective date as the company will be the second to sign.
  - o Page 6 – **BY:** Signature **NAME:** print full name **ITS:** list title
  - o The document should be signed in front of a public notary, and they will fill in the notary section on the bottom of page 6.
  - o Minnesota Power will need the original signed agreement. So once signed:

- We can pick the agreement up in person

OR

- It can be mailed to the address below:  
Minnesota Power  
Attn Jon Sullivan  
30 W Superior St  
Duluth MN 55802

- Once the contract is returned to us, we will fill in the remaining dates related to commencement and memorandum. After fully signed by all parties, we will deliver a full copy of the contract and have the memorandum recorded.

Please reach out if you have any questions.

Thank You,

Jon Sullivan

Minnesota Power  
218-393-5059  
Jtsullivan@mnpower.com

**CHARGING STATION EASEMENT AGREEMENT  
[COHASSET, MN]**

City of Cohasset ("Grantor"), and Minnesota Power, a division of ALLETE, Inc, a Minnesota corporation ("Minnesota Power"), hereby enter into this Charging Station Easement Agreement (this "Agreement") as of \_\_\_\_\_, 202\_\_ (the "Effective Date"). In consideration of the mutual benefits herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Minnesota Power (collectively, the "Parties") acknowledge and agree as follows:

**PART 1 EASEMENT GRANT; COVENANTS**

**1.1 Premises; Easement Area.** Grantor is the fee owner of the property located at **305 1<sup>st</sup> Avenue NW, Cohasset, MN 55721**, which is legally described in **Exhibit A-1** and depicted in **Exhibit A-2** attached hereto (the "Premises"). Grantor hereby grants to Minnesota Power an exclusive easement for the Term (as defined in Section 2.1) over, under, and across that portion of the Premises legally described in **Exhibit B-1** and depicted in **Exhibit B-2** (the "Easement Area") for the construction, installation, operation, use, inspection maintenance, repair, replacement, relocation, and removal of a Charging Station (as defined in Section 3), as well as those uses indicated in Section 1.2 (the "Charging Station Easement"). Grantor acknowledges that Minnesota Power will be responsible for all expenditures related to the installation of the Charging Station. Grantor acknowledges Minnesota Power is making these expenditures in reliance upon the terms of this Agreement.

**1.2 Use of Other Portions of the Premises.** During the Term, Grantor also grants to Minnesota Power: (i) a non-exclusive easement over and across the Premises for vehicular and pedestrian access to and from the Easement Area 24 hours per day, 7 days per week, and 365/366 days per year; (ii) a non-exclusive easement over and across areas of the Premises adjacent to the Easement Area for Grantee's use, from time to time, as is reasonably necessary for Grantee's construction, installation, operation, use, inspection maintenance, repair, replacement, relocation, or removal of the Charging Station, including staging; and (iii) a non-exclusive easement over, under and across the Premises to trim, remove, or otherwise control any trees, brush or other vegetation that are located within the Easement Area or located adjacent to the Easement and may, in Minnesota Power's opinion, at any time interfere with the Charging Station.

**1.3 Authorized Parties' Use Of Easements.** Minnesota Power, and to the extent authorized by Minnesota Power, its Charging Station users, customers, invitees, contractors, agents, and employees (the "Authorized Parties") may use the easements set forth in this Agreement for the purposes set forth herein.

**1.4 Restrictive Covenants.** During the Term, Grantor agrees that the Premises are subject to the following restrictive covenants: (i) Minnesota Power and its Authorized Parties will have vehicular and pedestrian access to and from the Easement Area at all times and Grantor will not make or allow any material change to the vehicular or pedestrian access without providing sixty (60) days' prior written notice to Minnesota Power; (ii) Grantor will not make or allow any change to the Easement Area without Minnesota Power's prior written consent; and (iv) Grantor will provide the required contiguous parking spaces depicted in **Exhibit B-2**, inclusive of an ADA van-accessible space and accompanying access lane, directly adjacent to the Charger Station for the exclusive use of EVs (the "EV Parking Spaces").

**PART 2 TERM; TERMINATION; CONSIDERATION**

**2.1 Agreement Term; Automatic Renewal.** The term of this Agreement (the "Term") will commence on the Effective Date and will end on the date that is ten (10) years after the Commencement Date, unless automatically extended per this Section 2.1 or terminated per Section 2.2. The "Commencement Date" is the date that the Charging Station is first operational, as determined by Minnesota Power. Once the Commencement Date has occurred, Minnesota Power

will complete, execute and record the Memorandum of Commencement Date in the form attached hereto as **Exhibit C** (the "**Commencement Memorandum**"). Minnesota Power will provide a copy of the recorded Commencement Memorandum to the Grantor. After the initial Term, this Agreement will automatically renew for successive one (1) year periods until Minnesota Power terminates this Agreement in accordance with Section 2.2 or Grantor gives written notice to Minnesota Power of its desire to terminate this Agreement at least one hundred eighty (180) days before the end of the then-current Term (a "**Termination Notice**"). Upon each extension, "Term" shall include the extended period.

**2.2 Minnesota Power Termination.** Minnesota Power may immediately terminate this Agreement at any time upon written notice to Grantor, for any reason or for no reason. Promptly following expiration or termination of this Agreement, Minnesota Power will remove above-grade Charging Station equipment from the Easement Area in a fashion which ensures that no safety hazards remain related to such equipment. Minnesota Power shall, at its sole discretion, cap off and secure, but not remove, any underground electrical wiring and conduits. Upon termination by either Grantor or Minnesota Power, the Parties agree to record evidence of such termination in the County land records where the Premises is located. Upon any termination of this Agreement, both Parties are relieved of any further obligations under this Agreement, except for any obligation that expressly survives termination per the terms of this Agreement. The terms of this Section shall survive termination.

**2.3 Consideration.** Grantor agrees and acknowledges that this Agreement and each extension to the Term is given in consideration of the benefit Grantor will derive from having the Charging Station on the Premises, including use of the Charging Stations by Grantor's customers.

### **PART 3 CHARGING STATION FACILITIES**

**3.1 Charging Station Facilities.** Each "**Charging Station**" includes all EV charging equipment; signage; electrical equipment, meters, hardware, and software; and supporting equipment and structures installed by Minnesota Power, including electric distribution cabinets and equipment, concrete pads, and protective bollards. The number and approximate location of each Charging Station is indicated in **Exhibit B-2**. Minnesota Power (itself or through its Authorized Parties), at any time and for any reason during the Term, may upgrade, revise, alter, swap, or remove all or part of any Charging Station in the Easement Area and may perform security assessments and install (or add additional) reasonable security features, including lighting or cameras.

**3.2 Signage.** Minnesota Power may paint, place, erect, or project signs, marks, or advertising devices within the Easement Area and any other area(s) identified in **Exhibit B-2**, including but not limited to signage on or around the Charging Station designating the area "*EV Charger Parking Only*."

**3.3 Installation.** Minnesota Power shall retain all ownership rights in the Charging Station. Minnesota Power will have the right to remove all or a portion of the Charging Station at any time during the Term or within six months after expiration or termination of this Agreement, whether or not the items are considered fixtures or attachments to the Easement Area under applicable law. Minnesota Power shall have the right to replace the Charging Station and related equipment during the Term.

**3.4 Operation and Maintenance.** Minnesota Power, at its sole cost and discretion, will maintain and operate the Charging Station. Minnesota Power, in its sole discretion, will determine the type and amount of user fees and method of payment to Minnesota Power. Grantor shall not be entitled to any fee for use of the Charging Station from Minnesota Power, nor shall Grantor be permitted to assess any fees, directly or indirectly, on users who utilize the Charging Station. Notwithstanding the preceding, Grantor may charge parking fees for the EV Parking Spaces if Grantor charges a fee to park in the other parking spaces on the Property. If there are operational or maintenance issues with the Charging Station, Grantor will not undertake any repair; instead, Grantor will promptly contact Minnesota Power per Section 8.4 below. Minnesota Power does not guarantee uninterrupted or continual operation of the Charging Station and may interrupt operation when deemed necessary, in Minnesota Power's sole discretion.

**3.5 Grantor Obligations.** Grantor, at its sole cost and expense, will take all action necessary to maintain the Premises, including the Easement Area and the EV Parking Spaces, in a clean, safe, and orderly condition, to at least the same standard as Grantor customarily maintains the Premises, including providing ambient lighting, snow and ice removal, paving repair and maintenance, including striping, and general security for the Easement Area. Grantor agrees to cooperate with and allow Minnesota Power to take reasonable measures (including towing) to discourage non-EV vehicles from parking in the Easement Area.

**3.6 Property Taxes.** Minnesota Power is solely responsible for personal property taxes imposed on the Charging Station. All other real or personal property taxes related to the Easement Area and the Premises are the sole obligation of Grantor.



## **PART 4 INTELLECTUAL PROPERTY; PUBLICITY**

**4.1 Minnesota Power Intellectual Property.** As between the Parties, Minnesota Power retains ownership of all of Minnesota Power "Intellectual Property" (each copyright, patent, trademark, service mark, name, logo, design, domain name, trade secret, know-how, and each unique concept, data, or knowledge eligible for legal protection as intellectual property under applicable law). Grantor has, and will obtain, no right in any Minnesota Power Intellectual Property. Any document in any format prepared by or under the direction of Minnesota Power in connection with a Charging Station is solely and exclusively Minnesota Power Intellectual Property.

**4.2 Publicity.** Grantor may not use Minnesota Power's name or any Minnesota Power Intellectual Property without Minnesota Power's prior written consent. No publication or promotional material may claim or imply that Minnesota Power endorses Grantor's business, brand, products, environmental attributes, or Grantor generally. Grantor agrees that it will not place a logo, trademark, service mark, or advertising device on any portion of the Charging Station or in the Easement Area without Minnesota Power's prior written consent. Minnesota Power may advise mapping services, vehicle navigation system manufacturers, or smart phone application developers of the existence of the Charging Station at the Easement Area. To promote and inform the public about the Charging Station, Minnesota Power may disclose to the public information about the location of the Charging Station and its status and may use the business name (or project or shopping center name as designated by Grantor) and address of the Premises in promotional materials, websites, and maps. With Grantor's prior written consent, Minnesota Power may use Grantor's logo, trademark, or service mark in promotional materials, websites, or maps.

## **PART 5 GRANTOR REPRESENTATIONS, WARRANTIES AND COVENANTS**

Grantor represents, warrants, and covenants that: (i) it has or will obtain any consent or approval required for Grantor to enter into, grant the rights in, and perform its obligations under, this Agreement, and for Minnesota Power to take the contemplated actions with respect to the Easement Area (a) with an interest in the Premises; or (b) whose consent is required under conditions, covenants, or restrictions documents or declarations affecting the Premises; (ii) there is no lien, judgment, encumbrance, or other impediment of title on the Premises that would adversely affect use of the Easement Area by Minnesota Power per this Agreement; and (iii) it will maintain the Premises free of any lien, judgment, encumbrance, or impediment throughout the Term.

## **PART 6 INSURANCE**

**6.1 Minnesota Power Insurance.** During the Term, Minnesota Power will maintain, at its cost and expense, the following insurance coverages and limits:

- (i) Commercial general liability providing coverage of at least **\$1 million** for any one occurrence in or about the Premises (including the Easement Area), and **\$2 million** in the annual aggregate, including contractual liability coverage, products/completed operations coverage, bodily injury, broad form property damage coverage, and personal injury coverage; and
- (ii) Statutory worker's compensation insurance and employer's liability insurance of **\$1 million** per accident/per employee; and
- (iii) Property insurance covering Minnesota Power's real and personal property interests in each Easement Area on a replacement cost basis.

Minnesota Power shall name Grantor, and, if requested by Grantor, Grantor's mortgagee, as an additional insured under Minnesota Power's commercial general liability policy described in Section 6.1(i) above, for liability caused by or arising out of the rights granted to Minnesota Power under this Agreement. The insurance required hereunder shall be primary and non-contributory over any coverages maintained by Grantor and all limits may be satisfied through any combination of self-insurance, primary insurance or excess liability policies.

**6.2 Grantor Insurance.** Grantor, at its expense, must procure and maintain in effect without interruption throughout the Term insurance policies providing at least the following coverages and limits:

- (i) Commercial general liability providing coverage of at least **\$1 million** for any one occurrence in or about the Premises (including the Easement Area), and **\$2 million** in the annual aggregate, including contractual liability coverage, products/completed operations coverage, bodily injury, broad form property damage coverage, and personal injury coverage; and
- (ii) Property insurance covering Grantor's real and personal property interests at the Premises on a replacement cost basis.

Upon execution of the agreement and upon request during the Term, the Parties will provide each other a certificate evidencing the required coverages. Upon receipt from its insurer(s), the Parties will use its best efforts to provide a thirty (30) days' prior notice of cancellation. The existence, or amount, of insurance does not waive or limit the Parties liability under this Agreement.

**6.3 Mutual Waiver of Claims.** Despite anything to the contrary in this Agreement, to the extent covered by property insurance maintained (or required to be maintained) under Section 6.1 (Minnesota Power Insurance), Minnesota Power waives every right or cause of action for any loss of or damage to the Easement Area or any improvement thereon, or to the personal property of Minnesota Power, regardless of cause or origin and whether or not caused by the fault or negligence of Grantor or its authorized parties except intentional misconduct of Grantor. And despite anything to the contrary in this Agreement, to the extent covered by property insurance maintained (or required to be maintained) under Section 6.2 (Grantor Insurance), Grantor waives every right or cause of action for any loss of or damage to the Premises or any improvement thereon, or to the personal property of Grantor, regardless of cause or origin and whether or not caused by the fault or negligence of Minnesota Power or its Authorized Parties except intentional misconduct of Minnesota Power. Each Party shall cause its insurer(s) to waive all rights of subrogation against the other Party to the extent the Parties waived claims in this Section and shall obtain an endorsement evidencing said waiver.

## **PART 7 BROKERS; ATTORNEYS' FEES; REMEDIES**

**7.1 Brokers.** Each Party represents to the other that it has not dealt with any broker in connection with this Agreement. Each Party will indemnify and hold harmless the other against and from any loss, cost, damage or fee (including reasonable attorneys' fees) resulting from any inaccuracy of this representation and warranty.

**7.2 Remedies.** Grantor specifically agrees that if the covenants in this Agreement are breached, damages will be very difficult, if not impossible, to ascertain. Accordingly, in addition to any other remedy allowed by law, the Parties agree that each covenant will be enforceable in equity and/or by specific performance. The rights and remedies provided by this Agreement are cumulative and are additional to any right under applicable law or in equity; the use of any right or remedy by a Party does not preclude or waive its right to use any other remedy.

## **PART 8 MISCELLANEOUS**

**8.1 Relationship of the Parties; Force Majeure.** The Parties are independent contractors in performance of this Agreement. This Agreement: (i) creates no joint venture, partnership, fiduciary, or agency relationship for any purpose; (ii) confers no right or remedy on any person other than the Parties and their respective successors or assigns; and (iii) creates no contractual relationship with, or cause of action for, any third party. Any renewable energy credit, allowance, or other indicator of environmental benefit attributable to presence of a Charging Station on the Premises during the Term belongs to Minnesota Power. Rights and obligations in this Agreement are independent from any other agreement between the Parties. Neither Party is responsible for delay or failure in performance of this Agreement to the extent the delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, or other similar cause beyond the Party's control.

**8.2 Interpretation.** Both Parties were involved in negotiating this Agreement; no rule allowing construction according to authorship applies. Minnesota law governs all matters, including torts, relating to this Agreement, without regard to choice of law principles. The Parties will resolve a claim or dispute under this Agreement in a state or federal court sitting in Itasca County, Minnesota, regardless of Premises location; each Party consents to exclusive jurisdiction and venue in these courts. This Agreement comprise the Parties' final and exclusive expression of their rights and obligations regarding the Easement Area and supersede any prior oral or written representation, promise, or agreement. Captions are for convenience only and do not affect interpretation; "include" means "include, but are not limited to"; "or" means "either or both"; and defined terms are singular or plural as context requires. Any provisions that logically should apply beyond the expiration or termination of this Agreement will survive such expiration or termination.

**8.3 Modification; Waiver; Assignment; Severability.** Except as otherwise provided herein, no amendment or modification of this Agreement is effective unless made in a writing signed by both Parties. Each Party agrees to execute documents or perform acts reasonably necessary to perform each provision of this Agreement. Failure of a Party to insist on strict performance of any provision does not waive the right to require future performance; a waiver in one instance is not a waiver regarding a later obligation or breach. Minnesota Power shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Agreement without consent of Grantor, and upon any such transfer or assignment, Minnesota Power shall be released from any further obligations hereunder. If there is an assignment or change in control of all, or substantially all, of a Party's operations or assets, the Party must provide prompt written notice and the Parties will cooperate to ensure that this Agreement binds the successor. If a court rules a provision unenforceable to any extent, the rest of that provision and all others remain effective; the Parties will

negotiate in good faith to replace the provision. If a court finds a provision unreasonably broad in time or scope, the Parties desire that the court reduce it to the maximum allowable parameter, instead of holding it totally unenforceable.

**8.4 Notices.** Any notice under this Agreement must be in writing and be delivered either by: (i) personal delivery or email (effective that date); (ii) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (iii) registered or certified U.S. mail, with proper postage (effective the following fourth business day). All notices shall be sent to the Parties at their respective addresses set forth below.

If to Grantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Minnesota Power: Minnesota Power  
c/o ALLETE, Inc.  
30 W. Superior Street  
Duluth, MN 55802  
Attn: Real Estate Services Department  
Phone: \_\_\_\_\_  
Email: realestateservices@mnpower.com

With a Copy to: Minnesota Power  
Attn: Legal Services Department  
Phone: \_\_\_\_\_  
Email: legal@mnpower.com

**8.5 Covenants Run with the Land.** This Agreement shall be considered an easement in gross for the benefit of Minnesota Power and its successors and assigns. The Parties acknowledge and agree that the easements and other rights, obligations, covenants and restrictions conferred by this Agreement are intended to, and do, constitute covenants that run with title to the Premises and shall inure to the benefit of and be binding upon the Grantor and its successors in title to the Premises.

**8.6 Recording.** This Agreement will be recorded by Minnesota Power with the Itasca County [Recorder's Office / Registrar of Titles]. The costs to record this Agreement will be paid by Minnesota Power.

**8.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

*[Signature Pages Follow]*



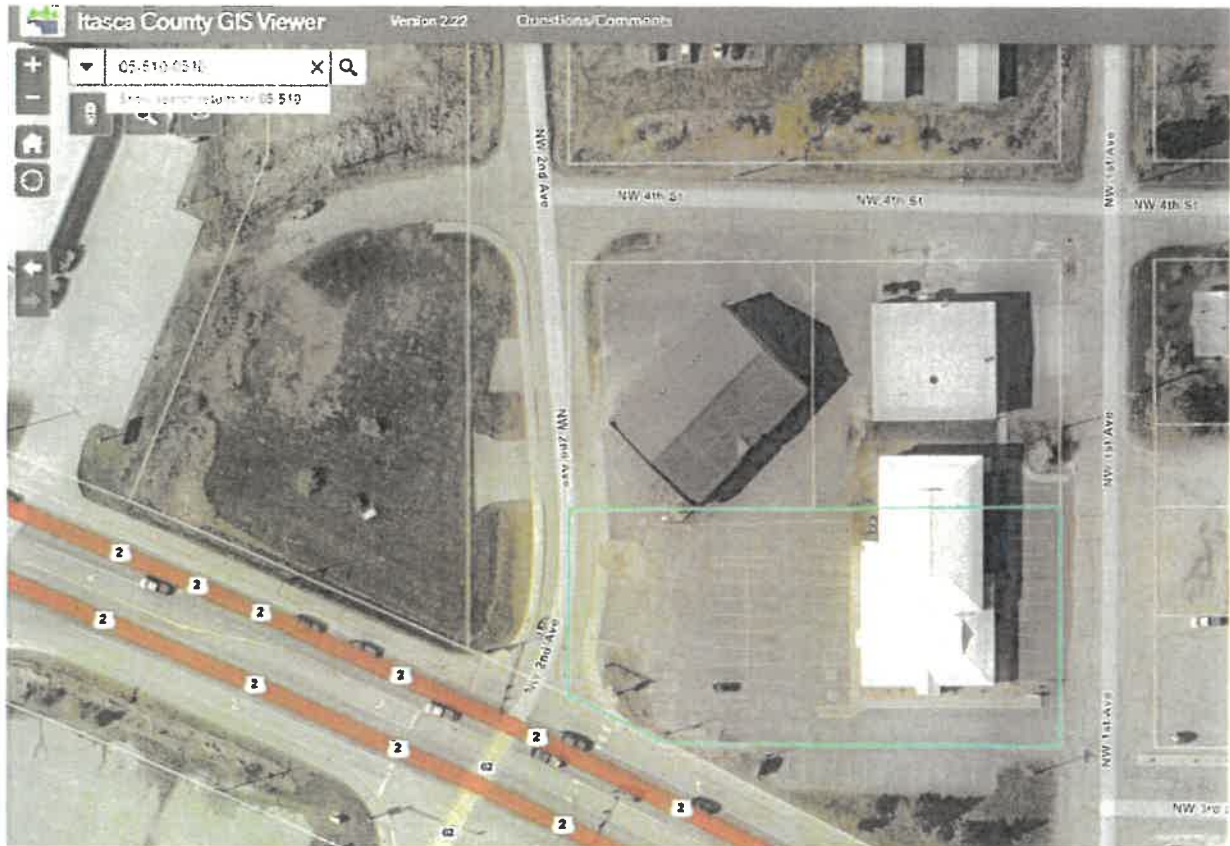


**EXHIBIT A-1**

**Legal Description of the Premises**

**Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 and S1/2 of vacated E-W Alley lying adjacent thereto,  
Block 5, Riverside Addition to Cohasset, Itasca County, Minnesota**

EXHIBIT A-2  
Depiction of the Premises



**EXHIBIT B-1**

**Legal Description of the Easement Area**

**A strip of land over, under and across that part of Lots 8 and 9, Block 5 of the recorded plat of "RIVERSIDE ADDITION TO COHASSET" on file and of record in the office of the Itasca County Recorder, Itasca County, Minnesota, described as follows:**

**Commencing at the northeast corner of Section 10, Township 55, Range 26 of said Itasca County; thence South 27 degrees 50 minutes 58 seconds West, assuming the north line of the Northeast Quarter of said Section 10 bears North 89 degrees 57 minutes 38 seconds West, a distance of 1364.32 feet to the actual point of beginning of the strip of land herein described; thence North 90 degrees 00 minutes 00 seconds West a distance of 18.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 36.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 18.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 36.00 feet to said point of beginning.**



# EXHIBIT B-2

## STRAIGHTLINE SURVEYING, INC.

P.O. Box 510, 500 Foltz Blvd  
Moose Lake, MN 55767

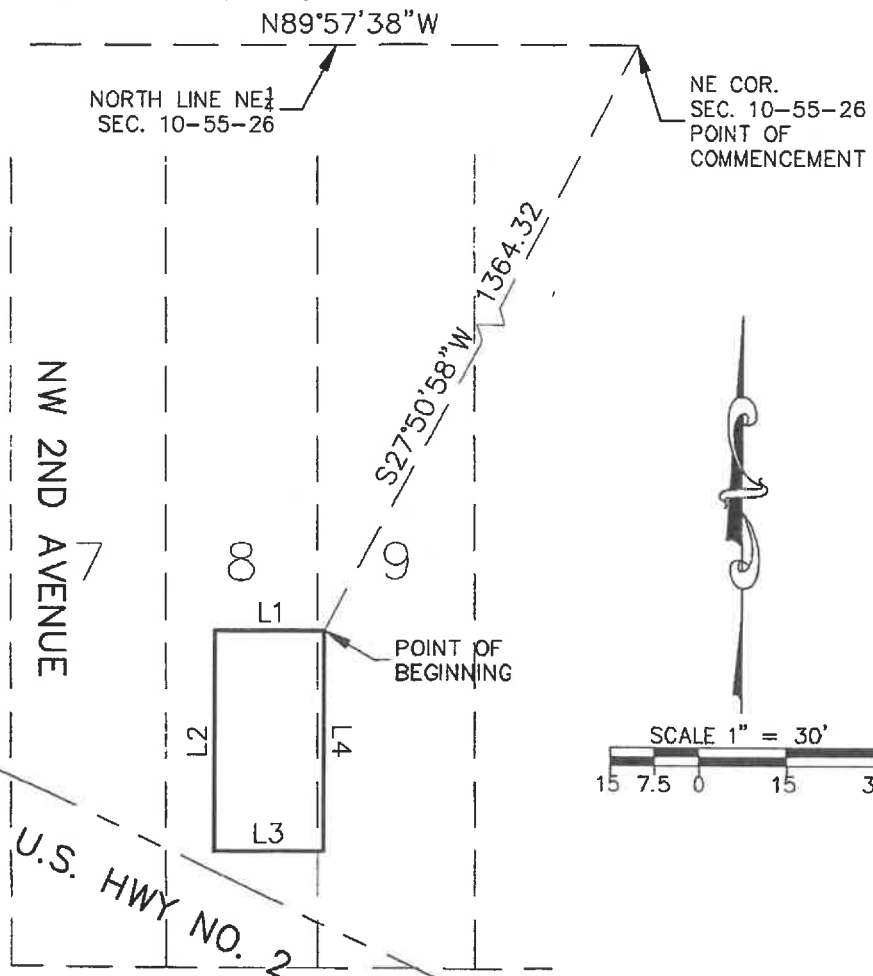
Telephone: (218)-485-4811  
Fax: (218)-485-4811

E-MAIL: banderson@straightlinesurveying.com

### LEGAL DESCRIPTION

A strip of land over, under and across that part of Lots 8 and 9, Block 5 of the recorded plat of "RIVERSIDE ADDITION TO COHASSET" on file and of record in the office of the Itasca County Recorder, Itasca County, Minnesota, described as follows: Commencing at the northeast corner of Section 10, Township 55, Range 26 of said Itasca County; thence South 27 degrees 50 minutes 58 seconds West, assuming the north line of the Northeast Quarter of said Section 10 bears North 89 degrees 57 minutes 38 seconds West, a distance of 1364.32 feet to the actual point of beginning of the strip of land herein described; thence North 90 degrees 00 minutes 00 seconds West a distance of 18.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 36.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 18.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 36.00 feet to said point of beginning.

LINE	BEARING	DISTANCE
L1	N90°00'00"W	18.00
L2	S00°00'00"E	36.00
L3	N90°00'00"E	18.00
L4	N00°00'00"W	36.00



DR. N.G.B.	APP.	MINNESOTA POWER	SHEET 1 OF 1	REV. 0
DATE: 12-11-24	CHK. B.H.A.		REVISION DATE:	
SCALE: 1" = 30'				

I hereby certify that this survey, plan, plat, preliminary plat or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Benjamin H. Anderson*  
Benjamin H. Anderson

45498  
License No.

12-11-2024  
Date

2024-312  
Job No.

NONE  
Book No.

EXHIBIT B-2

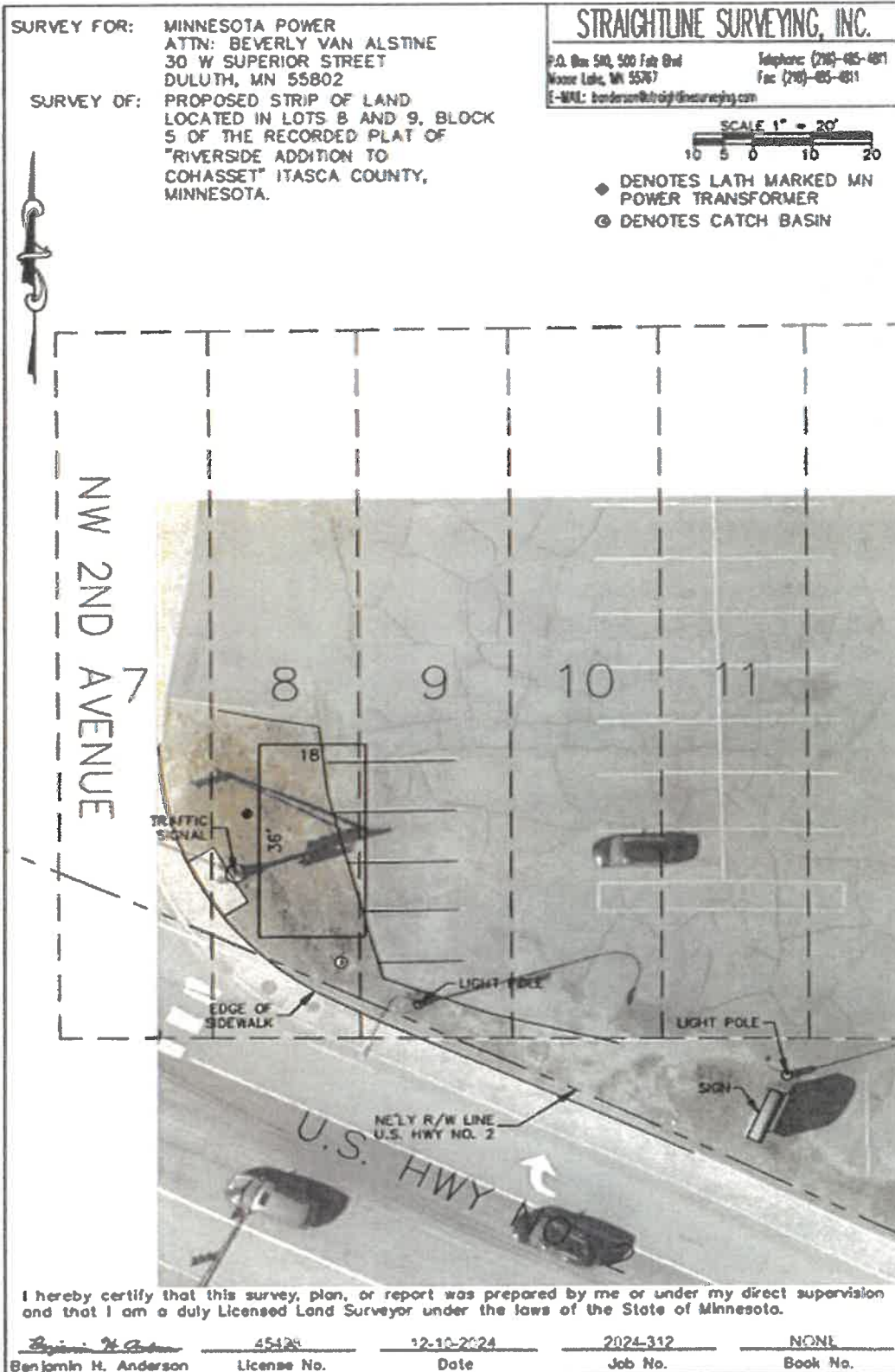


EXHIBIT C

Form of Commencement Memorandum

MEMORANDUM OF COMMENCEMENT DATE

THIS MEMORANDUM OF COMMENCEMENT DATE is hereby attached to and made part of the Charging Station Easement Agreement dated \_\_\_\_\_, 202\_, and recorded \_\_\_\_\_, 202\_ as Document No. \_\_\_\_\_ (the "Agreement"), by and between City of Cohasset, as Grantor, and MINNESOTA POWER, a division of ALLETE, Inc, a Minnesota corporation.

- 1. The Commencement Date, as defined in the Agreement, is \_\_\_\_\_, 202\_.
- 2. The initial Term of the Agreement shall end on \_\_\_\_\_, 202\_, the date which is ten (10) years after the Commencement Date.
- 3. After the initial Term, the Agreement automatically renews for successive one (1) year periods until either Party gives notice of termination to the other Party in accordance with the terms of the Agreement.
- 4. This Memorandum of Commencement Date is a part of the Agreement.

ALLETE, Inc.,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, the \_\_\_\_\_ of ALLETE, Inc., a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

60C

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**COHASSET CITY COUNCIL  
MEETING MEMORANDUM**

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**TO:** MAYOR & CITY COUNCIL MEMBERS  
**FROM:** BARB BAIRD  
**SUBJECT:** RESOLUTION 2025-16 DECERTIFY TIF 2-1 FELIX  
**DATE:** FEBRUARY 24, 2025

---

The City established Tax Increment Financing District No. 2-1 (Felix) and created a Tax Increment Financing Plan therefore, which was approved on July 2, 1997, all pursuant to Minnesota Statutes, Sections 469.174 to 469.1794.

The projects have been completed, all obligations to which tax increment from the District has been pledged have been paid in full or defeased, and the City has determined that it is in the best interests of the City to terminate and decertify the District.

Make a motion to adopt Resolution 2025-16 to decertify Tax Increment District No. 2-1 (Felix) as of December 31, 2024.

**CITY OF COHASSET**

**RESOLUTION 2025-16**

**Resolution Relating to the Termination of Tax Increment District No. 2-1 and Directing Decertification Thereof by the County Auditor**

**WHEREAS**, the City established Tax Increment Financing District No. 2-1 (Felix) and created a Tax Increment Financing Plan therefore, which was approved on July 2, 1997, all pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended; and

**WHEREAS**, the County Auditor of Itasca County has certified the original net tax capacity and the original local tax rate of the District pursuant to the provisions of Minnesota Statutes, Section 469.177; and

**WHEREAS**, as of the date hereof, the projects have been completed, all obligations to which tax increment from the District has been pledged have been paid in full or defeased, and the City has determined that it is in the best interests of the City to terminate and decertify the District.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Cohasset, Minnesota that:

- (1) Tax Increment Financing District No. 2-1 is hereby terminated as of December 31, 2024.
- (2) The City Clerk shall provide a certified copy of this resolution to the County Auditor of Itasca County so that the District may be decertified on the books and records of the County Auditor with no further tax increment from the District being remitted to the City.

Adopted by the City Council of the City of Cohasset, Minnesota this 24<sup>th</sup> day of February 2025.

APPROVED:

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Josh Casper, Mayor

ATTEST:

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Barbara Baird, City Clerk

6D

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## COHASSET CITY COUNCIL MEETING MEMORANDUM

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**TO:** MAYOR & CITY COUNCIL MEMBERS  
**FROM:** BARB BAIRD  
**SUBJECT:** 2025 FIREWORKS DISPLAY CONTRIBUTION  
**DATE:** FEBRUARY 24, 2025

---

Request from the City of Grand Rapids to have the City of Cohasset contribute \$6,000.00 for the 2025 Independence Day Fireworks display at the Pokegama Golf Course on July 4, 2025.

*Our strong partnership has provided area residents and visitors alike a great 4th of July Fireworks Show for years. We intend to have the display shot off from Pokegama Golf Course on July 4<sup>th</sup> again this year with Arrowhead Transit assisting with transportation of spectators. We hope your organization will consider a contribution towards the event. This year's contract is \$21,000 (same as last year) ...our hope is to fund the show as follows:*

*City of Grand Rapids \$6,000.00  
City of Cohasset \$6,000.00  
Harris Township \$6,000.00  
Greater Pokegama Lake Assoc. \$3000.00*

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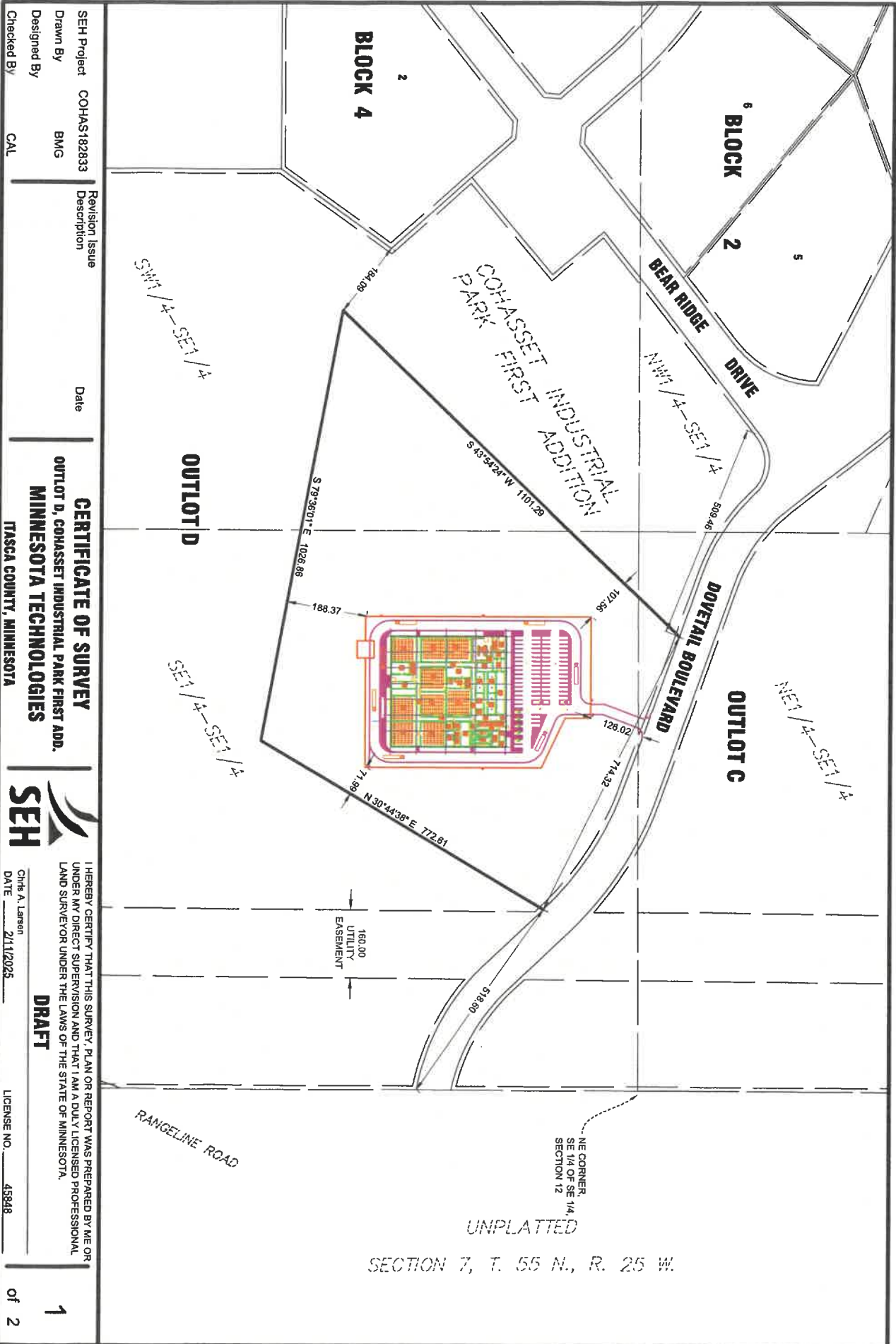
**COHASSET CITY COUNCIL  
MEETING MEMORANDUM**

---

**TO:** MAYOR & CITY COUNCIL MEMBERS  
**FROM:** ANDY MACDONELL  
**SUBJECT:** MN TECHNOLOGIES CERTIFICATE OF SURVEY  
**DATE:** FEBRUARY 24, 2025

---

Motion to approve Minnesota Technologies Certificate of Survey



SEH Project	COHAS182833	Revision Issue	
Drawn By	BMG	Date	
Designed By			
Checked By	CAL		
<b>CERTIFICATE OF SURVEY</b>		<b>OUTLOT D, COHASSET INDUSTRIAL PARK FIRST ADD.</b>	
<b>MINNESOTA TECHNOLOGIES</b>		<b>MINNESOTA</b>	
<b>TASCA COUNTY, MINNESOTA</b>		<b>SEH</b>	
CHRS A. LARSEN DATE 2/11/2025		I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	
<b>DRAFT</b>		<b>DRAFT</b>	
LICENSE NO. 45848		of 2	



Vendor	Invoice Number	GL Account Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Period
<b>W JOHN LICKE PA</b>								
1792 WJL02242025		100-10-41610-30-304	ADMIN - CTY ATTRNY - GENRL LGL FEES - JANUARY 2025	02/24/2025	3,820.00	.00		225
Total W JOHN LICKE PA:					3,820.00	.00		
Grand Totals:					78,502.35	.00		

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Treasurer: \_\_\_\_\_

Report Criteria:  
 Detail report  
 Invoices with totals above \$0.00 included.  
 Paid and unpaid invoices included.

8A

Report Criteria:

Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.

Vendor	Invoice Number	GL Account Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Period
<b>AMERICAN DISPOSAL</b>								
3031	AD02242025	100-20-41940-30-384	PW - GG BLDG - CITY HALL - REFUSE DISP	02/24/2025	206.24	.00		225
3031	AD02242025	100-20-41940-30-384	PW - GG BLDG - IND PARK- REFUSE DISP	02/24/2025	66.75	.00		225
3031	AD02242025	100-25-45203-30-384	PARKS - TIOGA - REFUSE DISP	02/24/2025	137.50	.00		225
3031	AD02242025	100-25-45202-30-384	PARKS - PP - REFUSE DISP	02/24/2025	137.50	.00		225
Total AMERICAN DISPOSAL: 549.99 .00								
<b>AMERICAN EAGLE SECURITY SYSTEMS INC</b>								
2769	26552	100-20-41940-20-217	GEN GOVT BLDG - SAFETY - TRBLESHT WRNG ISSUE HVAC/FI	02/24/2025	125.00	.00		225
Total AMERICAN EAGLE SECURITY SYSTEMS INC: 125.00 .00								
<b>Anick, Rachel</b>								
3461	DEPREFUND-ANICK0224	100-00-20500	DEPOSIT REFUND - ANICK	02/24/2025	100.00	.00		225
Total Anick, Rachel: 100.00 .00								
<b>APG MEDIA OF MN</b>								
2881	GRH3002490-0225	100-10-41430-30-351	CO - PBLSHG & ADVRTSG - JOB POST - EDA	02/24/2025	23.32	.00		225
2881	GRH3002490-0225	100-10-41430-30-351	CO - PBLSHG & ADVRTSG - JOB POST - EDA	02/24/2025	15.03	.00		225
2881	GRH3002490-0225	100-15-41910-30-351	ZONING - PBLSHG & ADV. - PLBC HRNG - 1	02/24/2025	63.25	.00		225
2881	GRH3002490-0225	100-15-41910-30-351	ZONING - PBLSHG & ADV. - PLBC HRNG - 2	02/24/2025	57.50	.00		225
2881	GRH3002490-0225	100-20-41940-30-351	PW - GEN GOVT - PBLSHG & ADV - BID SAP-031-591-005	02/24/2025	178.25	.00		225
2881	GRH3002490-0225	100-20-41940-30-351	PW - GEN GOVT - PBLSHG & ADV - BID SAP-031-591-005	02/24/2025	160.43	.00		225
Total APG MEDIA OF MN: 497.78 .00								
<b>ARROWHEAD REGIONAL FIREFIGHTERS ASSN</b>								
39	ARFA02242025	100-40-42220-30-433	FP - DUES & SUBSCR - 2025 MMBRSHIP DUES	02/24/2025	75.00	.00		225
Total ARROWHEAD REGIONAL FIREFIGHTERS ASSN: 75.00 .00								
<b>AT&amp;T MOBILITY</b>								
1321	287302894434X02242025	100-40-42220-30-321	FIRE IPAD	02/24/2025	251.62	.00		225
1321	287302894434X02242025	603-90-49900-30-321	PU - GAS - Phone&IPAD	02/24/2025	328.53	.00		225

Vendor	Invoice Number	GL Account Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Period
1321	287302894434X02242025	601-90-49900-30-321	PU - WATER - Phone&IPAD	02/24/2025	109.51	.00		225
1321	287302894434X02242025	602-90-49900-30-321	PU - SEWER - Phone&IPAD	02/24/2025	109.51	.00		225
1321	287302894434X02242025	100-20-43100-30-321	PW - Phone	02/24/2025	49.93	.00		225
1321	287302894434X02242025	100-15-41910-30-321	Zoning - Phone	02/24/2025	49.93	.00		225
Total AT&T MOBILITY:								
					899.03	.00		
<b>BURGGRAFS ACE HARDWARE</b>								
152	400873	100-20-43100-20-210	PW - S&R - OP SUP - WD40, ALL PUR CLNR, BATTERY SLA	02/24/2025	65.95	.00		225
Total BURGGRAFS ACE HARDWARE:								
					65.95	.00		
<b>CASEYS BUSINESS MASTERCARD</b>								
3073	CGS02242025	100-25-45202-20-212	PARKS	02/24/2025	46.59	.00		225
3073	CGS02242025	603-90-49900-20-212	PU - GAS	02/24/2025	215.36	.00		225
3073	CGS02242025	601-90-49900-20-212	PU - WATER	02/24/2025	181.52	.00		225
3073	CGS02242025	602-90-49900-20-212	PU-SEWER	02/24/2025	181.52	.00		225
3073	CGS02242025	100-40-42220-20-212	FIRE	02/24/2025	505.28	.00		225
3073	CGS02242025	100-20-43125-20-212	PW I&S	02/24/2025	1,251.14	.00		225
3073	CGS02242025	100-15-41910-20-212	ZONING	02/24/2025	46.59	.00		225
3073	CGS02242025	100-10-41440-20-212	Security	02/24/2025	165.01	.00		225
3073	CGS02242025	100-20-43100-20-212	PW S&R	02/24/2025	444.56	.00		225
Total CASEYS BUSINESS MASTERCARD:								
					2,997.57	.00		
<b>CITY OF COHASSET</b>								
1418	COC02242025	100-25-45202-30-383	GAS - PORTAGE	02/24/2025	64.35	.00		225
1418	COC02242025	602-90-49900-30-383	GAS - GENERATOR	02/24/2025	15.25	.00		225
1418	COC02242025	227-20-49010-30-383	GAS - CEMETERY	02/24/2025	425.92	.00		225
1418	COC02242025	100-25-45205-30-383	GAS - RINK	02/24/2025	110.32	.00		225
1418	COC02242025	100-20-41940-30-382	WATER - SHOP, POST OFF, CC BLDG, MILL, IND PK	02/24/2025	70.60	.00		225
1418	COC02242025	100-40-41940-30-382	WATER - FIRE	02/24/2025	23.69	.00		225
1418	COC02242025	100-20-41940-30-385	SEWER - SHOP, POST OFF, CC BLDG, IND PK	02/24/2025	69.95	.00		225
1418	COC02242025	100-40-41940-30-385	SEWER - FIRE	02/24/2025	22.04	.00		225
1418	COC02242025	100-20-41940-30-383	GAS - SHOP, POST OFF, CC BLDG, IND PK, CENTRAL AVE	02/24/2025	2,154.11	.00		225
1418	COC02242025	100-40-41940-30-383	GAS - FIRE	02/24/2025	757.89	.00		225
1418	COC02242025	601-90-49900-30-383	SEWER - WTR TWR	02/24/2025	15.25	.00		225
Total CITY OF COHASSET:								
					3,729.37	.00		

Vendor	Invoice Number	GL Account Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Period
<b>CITY OF GRAND RAPIDS - CEM</b>								
8	25/163	227-20-49010-30-105	CEMETERY - CNTRCTD SRVCS - SEXTON - JANUARY 2025	02/24/2025	315.70	.00		225
	Total	CITY OF GRAND RAPIDS - CEM:			315.70	.00		
<b>CITY OF GRAND RAPIDS - PUC</b>								
27	1460595	602-90-49900-20-270	SEWER CONTRACT - GRPUC - COHASSET SEWER RDGS	02/24/2025	7,442.40	.00		225
27	1460644	602-90-49900-20-270	SEWER CONTRACT - CRPUC - BASS BROOK L/S	02/24/2025	831.60	.00		225
27	1461025	100-20-43160-30-381	PW - STREET LIGHTS - ELECTRIC - WOODLAND DRIVE SE	02/24/2025	5.70	.00		225
27	1461112	100-20-43160-30-381	PW - STREET LIGHTS - ELECTRIC - CR RD 76 & 63	02/24/2025	10.06	.00		225
	Total	CITY OF GRAND RAPIDS - PUC:			8,289.76	.00		
<b>COHASSET WHITE GOODS PROCESSING, INC.</b>								
3263	136	100-20-41940-20-210	PW - GEN GOVT - OP SUP - STEEL GRATES	02/24/2025	53.20	.00		225
	Total	COHASSET WHITE GOODS PROCESSING, INC.:			53.20	.00		
<b>COLE HARDWARE INC</b>								
5	127620	100-20-43100-20-240	PW - S&R - SM TLS & MNR EQUIP - DEG SPRAY, SPRAY NZZL	02/24/2025	41.45	.00		225
	Total	COLE HARDWARE INC:			41.45	.00		
<b>CORPORATE PAYMENT SYSTEMS - ELAN</b>								
2650	ELAN02242025	100-10-41430-20-210	CO - OP SUP - BINDING MACHINE	02/24/2025	143.65	.00		225
2650	ELAN02242025	100-10-41430-20-210	CO - OP SUP - STATIC GUARD	02/24/2025	10.44	.00		225
2650	ELAN02242025	100-40-42220-30-430	FD - MISC - CLR PRO VEHICLE LIME REMOVER	02/24/2025	39.51	.00		225
2650	ELAN02242025	100-10-41330-30-430	ADMIN - CPUB - MISC - MEAL	02/24/2025	36.79	.00		225
2650	ELAN02242025	100-10-41430-20-210	CO - OP SUP - W2 TAX ENVELOPES, 1099 ENVELOPES, CMPTR	02/24/2025	202.88	.00		225
2650	ELAN02242025	100-10-41430-20-210	CO - OP SUP - AMAZON ORDER	02/24/2025	410.55	.00		225
2650	ELAN02242025	100-10-41430-20-210	CO - OP SUP - FOLDING MACHINE, FOOT REST	02/24/2025	781.19	.00		225
2650	ELAN02242025	100-10-41430-20-210	CO - OP SUP - SELF INKING STAMP	02/24/2025	10.95	.00		225
2650	ELAN02242025	100-10-41430-20-210	CO - OP SUP - XTRA LG BINDER CLIPS	02/24/2025	9.98	.00		225
2650	ELAN02242025	100-10-41450-30-433	CLRK TREASURER - DUES & SUBSCRIPTIONS - MCFOA MEMBE	02/24/2025	50.00	.00		225
2650	ELAN02242025	100-10-41320-30-433	CNTRLR - DUES & SUBSCRIPTIONS - MCFOA MEMBERSHIP AP	02/24/2025	50.00	.00		225
2650	ELAN02242025	100-10-41450-30-433	CLRK TREASURER - DUES & SUBSCRIPTIONS - PLAUD AI VOIC	02/24/2025	85.22	.00		225
2650	ELAN02242025	100-20-43100-20-210	PW - S&R - EQUIP PRTS - BAKING SODA	02/24/2025	7.00	.00		225
2650	ELAN02242025	100-20-41940-20-210	PW - GEN GOVT - OP SUP - RUGS	02/24/2025	87.55	.00		225
2650	ELAN02242025	100-15-41910-30-316	ZONING - LIC & CERT - NOTARY RECORDING FEE	02/24/2025	120.00	.00		225
2650	ELAN02242025	100-10-41450-30-316	CLRK TREASURER - LIC & CERT - NOTARY RECORDING FEE	02/24/2025	120.00	.00		225
2650	ELAN02242025	100-10-41430-20-210	PW - GEN GOVT - OP SUP - PRINTER TONER & DRUM	02/24/2025	176.84	.00		225

Vendor	Invoice Number	GL Account Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Period
2650	ELAN02242025	601-90-49900-30-322	WTR - UT OP - MN DEPT HEALTH PACKAGE	02/24/2025	81.64	.00		225
2650	ELAN02242025	100-10-41430-20-210	PW - GEN GOVT - OP SUP - CASE WTR (32 PK) X 2	02/24/2025	10.00	.00		225
2650	ELAN02242025	100-10-41430-20-210	PW - GEN GOVT - OP SUP - CASE WTR (32 PK) X 2	02/24/2025	10.00	.00		225
2650	ELAN02242025	100-10-41430-20-210	PW - GEN GOVT - OP SUP - CASE WTR (32 PK) X 2	02/24/2025	10.00	.00		225
2650	ELAN02242025	100-20-43100-20-210	PW - S&R - EQUIP PRTS - 1 GAL DISTILLE	02/24/2025	3.50	.00		225
Total CORPORATE PAYMENT SYSTEMS - ELAN:								
					2,457.69	.00		
<b>DIMICH LAW OFFICE</b>								
2018	3678	100-10-41240-30-304	CRIMINAL PROSECUTIONS - LEGAL FEES - JANUARY 2025	02/24/2025	1,000.00	.00		225
Total DIMICH LAW OFFICE:								
					1,000.00	.00		
<b>F.I.R.E</b>								
2899	7281	100-40-42220-30-308	FIRE SMNR & TRNING - HAZMAT REFRESHER	02/24/2025	650.00	.00		225
Total F.I.R.E:								
					650.00	.00		
<b>FERGUSON ENTERPRISES INC</b>								
2186	1309040	100-20-41940-20-210	PW - GEN GOVT - OP SUP - 1H/1C PRO 1000 HORZ	02/24/2025	41.76	.00		225
Total FERGUSON ENTERPRISES INC:								
					41.76	.00		
<b>FIGGINS TRUCK &amp; TRAILER</b>								
1644	51500	100-20-43125-20-221	PW - S&R - EQUIP PRTS - AIR DRYER - 2020 MACK	02/24/2025	834.90	.00		225
Total FIGGINS TRUCK & TRAILER:								
					834.90	.00		
<b>FOLDUP STUDIO LLC</b>								
3366	FOL-107	410-80-46500-30-312	CAP PROJ TIOGA - ECON DEV & ASST. - SFTWR SUP FEE - TIO	02/24/2025	914.96	.00		225
Total FOLDUP STUDIO LLC:								
					914.96	.00		
<b>Goodrich, Shannon</b>								
3543	DEPREFUND-GOODRICH	100-00-20500	DEPOSIT REFUND - GOODRICH	02/24/2025	100.00	.00		225
Total Goodrich, Shannon:								
					100.00	.00		
<b>GOPHER STATE ONE CALL</b>								
112	5010305	603-90-49900-30-325	GAS - GPHR ST ONE CALL - 9 LOCATES	02/24/2025	62.15	.00		225

Vendor	Invoice Number	GL Account Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Period
Total GOPHER STATE ONE CALL:								
<b>GRAND FORKS FIRE EQUIPMENT COMPANY</b>								
1905	42815	100-40-42220-50-587	FP - FIRE TURNOUT GEAR - CAIRNS STNDRD LTHR FRNT 6" x5	02/24/2025	270.00	.00		225
1905	42838	100-40-42220-50-587	FP - FIRE TURNOUT GEAR - CAIRNS STNDRD LTHR FRNT 6"	02/24/2025	57.00	.00		225
Total GRAND FORKS FIRE EQUIPMENT COMPANY:								
<b>HANNA, KIM</b>								
40	DEPFUND-HANNA022	100-00-20500	DEPOSIT REFUND - HANNA	02/24/2025	200.00	.00		225
Total HANNA, KIM:								
<b>ICS CONSULTING</b>								
3148	12146	413-80-46500-30-315	CAP PROJ - RYFRNT - OTR PROF FEES - BOLTON & MENK, IN	02/24/2025	577.47	.00		225
Total ICS CONSULTING:								
<b>INDUSTRIAL LUBRICANT COMPANY</b>								
1879	M24741-IN	100-20-43100-20-210	PW - S&R - OP SUP - PRIME GUARD DEF	02/24/2025	87.76	.00		225
Total INDUSTRIAL LUBRICANT COMPANY:								
<b>INNOVATIVE OFFICE SOLUTIONS</b>								
3289	CIN126539	100-10-41430-50-580	ADMIN - OTR EQUIP - SHELVES	02/24/2025	716.10	.00		225
Total INNOVATIVE OFFICE SOLUTIONS:								
<b>IRON RANGE TOURISM BUREAU</b>								
3213	2025.01.14	410-80-46500-30-343	CAP PROJ - TIOGA - MARKETING 2025 PARTNERS	02/24/2025	5,000.00	.00		225
Total IRON RANGE TOURISM BUREAU:								
<b>ITASCA COUNTY AUDITOR/TREASURER</b>								
235	ICA NOTICES 2025	100-10-41430-30-430	ADMN GEN GOVT - PROPOSED TAX NOTICES 2025	02/24/2025	465.18	.00		225
Total ITASCA COUNTY AUDITOR/TREASURER:								
<b>KORN FERRY</b>								
13	1590172697	100-10-41430-30-315	GEN GOVT - OTHR PROF FEES - HR SRVCS - 01/27/2025-01/28/2	02/24/2025	471.59	.00		225

Vendor	Invoice Number	GL Account Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Period
13	1590173409	100-10-41430-30-315	GEN GOVT - OTHR PROF FEES - HR SRVCS - 01/20/2025-01/30/2	02/24/2025	4,438.15	.00		225
Total KORN FERRY:								
<b>LAKE COUNTRY POWER</b>								
58	LCP02242025	227-20-49010-30-381	CEM - ELECTRIC	02/24/2025	97.18	.00		225
58	LCP02242025	601-90-49900-30-381	WATER - ELECTRIC	02/24/2025	132.00	.00		225
58	LCP02242025	100-20-41940-30-381	GG - B&G - ELECTRIC	02/24/2025	320.54	.00		225
58	LCP02242025	602-90-49900-30-381	SEWER - ELECTRIC	02/24/2025	1,137.74	.00		225
58	LCP02242025	100-25-45203-30-381	TIOGA - ELECTRIC	02/24/2025	48.00	.00		225
58	LCP02242025	100-25-45202-30-381	PP - ELECTRIC	02/24/2025	560.66	.00		225
58	LCP02242025	603-90-49900-30-381	GAS - ELECTRIC	02/24/2025	62.55	.00		225
Total LAKE COUNTRY POWER:								
3466	2023-579	100-10-41610-30-304	GENRL LEGAL FEES - LEGAL FEES, COHASSET	02/24/2025	880.00	.00		225
Total LANO, O'TOOLE & BENGTONSON, LTD:								
<b>MARTINS SNOWFLOW &amp; EQUIPMENT</b>								
2937	36316	100-20-43125-20-221	PW - I&S - EQUIP PRTS - DRTT3500D DDGE RM SRVCE	02/24/2025	432.50	.00		225
2937	36556	100-20-43125-20-221	PW - I&S - EQUIP PRTS - CUTTINGEDGE, BOLT KIT	02/24/2025	771.03	.00		225
Total MARTINS SNOWFLOW & EQUIPMENT:								
<b>MCCOY CONSTRUCTION &amp; FORESTRY</b>								
3027	2472538	100-20-43100-20-210	PW - S&R - OP SUP - GRPHTIE SPRY, ALLPRPSE CLNR	02/24/2025	96.16	.00		225
Total MCCOY CONSTRUCTION & FORESTRY:								
<b>MN DEPT OF LABOR &amp; INDUSTRY</b>								
1132	ABR0346508X	100-20-41940-30-407	PW - GEN MAINT - PRSSRE VESSEL REGISTRATION	02/24/2025	10.00	.00		225
1132	ABR0347158X	100-40-41940-30-407	FD - GEN MAINT - PRSSRE VESSEL REGISTRATION	02/24/2025	20.00	.00		225
Total MN DEPT OF LABOR & INDUSTRY:								
<b>MN DNR ECO-WATERS</b>								
2227	MNDNR02242025	601-90-49900-30-316	WATER - PERMIT FEES - PUMPING FEES - 2024	02/24/2025	193.06	.00		225

Vendor	Invoice Number	GL Account Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Period
<b>Total MN DNR ECO-WATERS:</b>								
<b>MN FIRE CERTIFICATION BOARD</b>								
2573	13516	100-40-42220-30-316	FD - FIRE PROT - LIC & CERTS - RECERTIFICATION	02/24/2025	524.00	.00		225
<b>Total MN FIRE CERTIFICATION BOARD:</b>								
<b>MN POWER</b>								
20	MP02242025	602-90-49900-30-381	SEWER - ELECT	02/24/2025	829.46	.00		225
20	MP02242025	100-20-41940-30-381	GG - ELECT	02/24/2025	1,521.51	.00		225
20	MP02242025	100-25-45205-30-381	PARKS - ELECT	02/24/2025	26.11	.00		225
20	MP02242025	601-90-49900-30-381	WATER - ELECT	02/24/2025	1,243.12	.00		225
20	MP02242025	100-40-41940-30-381	FD - ELECT	02/24/2025	404.38	.00		225
20	MP022420252	100-20-43160-30-381	PW - ELECT	02/24/2025	1,219.66	.00		225
<b>Total MN POWER:</b>								
<b>MN SECRETARY OF STATE - NOTARY</b>								
3182	BB02242025	100-10-41320-30-316	CMPTLR - LIC & CERTIF - NOTARY APP. - BAIRD	02/24/2025	120.00	.00		225
<b>Total MN SECRETARY OF STATE - NOTARY:</b>								
<b>MN UI FUND</b>								
2871	7991896 -10	100-10-41430-10-142	GEN GOVT - UNEMPLOYMENT BENEFITIS - QTR 4 BENEFITS PD	02/24/2025	347.76	.00		225
<b>Total MN UI FUND:</b>								
<b>Nissen, Lisa</b>								
3544	DEPFUND-NISSEN022	100-00-20500	DEPOSIT REFUND - NISSEN	02/24/2025	200.00	.00		225
<b>Total Nissen, Lisa:</b>								
<b>NORTHWEST GAS</b>								
504	27586	100-20-43100-20-210	PW - OP SUP - 33.5#CYL, 20# CYL	02/24/2025	47.89	.00		225
504	NWG02012025	603-90-49900-30-319	GAS - NGP - O/M - MONTHLY	02/24/2025	3,275.00	.00		225
<b>Total NORTHWEST GAS:</b>								
<b>PLACKNER TREE CARE INC</b>								
3179	9482	100-20-43100-20-210	PW - S&R - OP SUP - TREE REMOVAL & CLEANUP DRUMBEATE	02/24/2025	2,800.00	.00		225



Vendor	Invoice Number	GL Account Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Period
Total PLACKNER TREE CARE INC:								
					2,800.00	.00		
<b>RMB ENVIRONMENTAL LABORATORIES, INC.</b>								
	3421 D070865C	601-90-49900-30-322	WTR - OTHR PROF FEES - COURIER CHARGE	02/24/2025	20.00	.00		225
Total RMB ENVIRONMENTAL LABORATORIES, INC.:								
					20.00	.00		
<b>SENSIT TECHNOLOGIES LLC</b>								
	3242 SMP1-0002546	100-40-42220-30-407	FP - GEN MAINT - SENSOR O2; H2S	02/24/2025	758.95	.00		225
Total SENSIT TECHNOLOGIES LLC:								
					758.95	.00		
<b>STOKES PRINTING</b>								
	81 121194	602-90-49900-20-210	SEWER - OFFICE SUPPLIES - COPY PAPER	02/24/2025	17.97	.00		225
	81 121194	603-90-49900-20-210	GAS - OFFICE SUPPLIES - COPY PAPER	02/24/2025	53.91	.00		225
	81 121194	100-10-41430-20-210	ADMIN - OFFICE SUPPLIES - NOTARY STAMP TV	02/24/2025	51.95	.00		225
	81 121194	100-15-41910-20-210	ZONING - OFFICE SUPPLIES - COPY PAPER	02/24/2025	35.94	.00		225
	81 121194	100-10-41430-20-210	ADMIN - OFFICE SUPPLIES - COPY PAPER	02/24/2025	53.91	.00		225
	81 121194	601-90-49900-20-210	WATER - OFFICE SUPPLIES - COPY PAPER	02/24/2025	17.97	.00		225
Total STOKES PRINTING:								
					231.65	.00		
<b>TNT CONSTRUCTION GROUP, LLC</b>								
	3221 24161-4	413-80-46500-50-530	RIVERFRONT- IMPROVEMENTS - INFRASTRUCTURE & BUILDIN	02/24/2025	19,226.93	.00		225
Total TNT CONSTRUCTION GROUP, LLC:								
					19,226.93	.00		
<b>TREASURE BAY PRINTING</b>								
	89 280057	100-20-41940-20-210	GEN GOVT BLDG - MISC - NAME PLATES	02/24/2025	227.00	.00		225
	89 280058	100-20-41940-20-210	GEN GOVT BLDG - OP SUP - BUSINESS CARDS	02/24/2025	362.00	.00		225
	89 280063	100-20-41940-20-210	GEN GOVT BLDG - OP SUP - ENVELOPES	02/24/2025	351.00	.00		225
Total TREASURE BAY PRINTING:								
					940.00	.00		
<b>Trombley, Hayley</b>								
	3542 DEPREFUND-TROMBLEY	100-00-20500	DEPOSIT REFUND - TROMBLEY	02/24/2025	100.00	.00		225
Total Trombley, Hayley:								
					100.00	.00		