



**AGENDA
COHASSET CITY COUNCIL
305 NORTHWEST FIRST AVENUE
MONDAY, MARCH 31, 2025
6:00 P.M. OPEN WORK SESSION**

Call to Order

Roll Call

- 1. Discussion on Aaron J. Michels Contract for Criminal Legal Services.**
- 2. Discussion on Trail Town Proclamation. – Stephanie Kessler**
- 3. Discussion on Speed Bump on Lake Street by Dean Danielson's Place**
- 4. Update from IEDC. – Matt Shermoen**

WS1

MEMORANDUM

TO: CITY COUNCIL
FROM: BARB BAIRD
SUBJECT: AARON J. MICHELS CONTRACT FOR CRIMINAL LEGAL SERVICES
DATE: MARCH 24, 2025

Request a motion to approve the Contract for Professional Criminal Legal Services with Aaron J. Michels. If approved the contract would start on, or about, April 15, 2025, and end December 31, 2029, unless early termination is exercised.

Proposal for Provision of Prosecuting Attorney Services

Aaron J. Michels

Michels Law

25423 Lakeview Drive, Cohasset MN 55721

907-414-2040

March 14, 2025

General Information:

I am interested in the Cohasset city prosecuting attorney position. My deep connection to the Itasca County area, and experience practicing law in northern Minnesota and throughout Alaska, make me the ideal fit for this position.

I grew up in Grand Rapids and graduated from Grand Rapids High School in 2000. I received my bachelor's degree from the University of Wisconsin - Stevens Point in 2004. After graduating from college, I worked as a wildland firefighter for the U.S. Forest Service in Deer River and then as a sports and outdoors writer for the Hibbing Daily Tribune, before attending the University of St. Thomas School of Law in Minneapolis. I graduated and was admitted to the Minnesota Bar in 2010 and performed a full-time internship at the Itasca County Attorney's Office during the summer of 2009. I worked as a judicial law clerk for Judge Gary J. Pagliaccetti in Virginia, Minnesota, for over a year, from March 2011 until April 2012, working at times for all three judges in Virginia, including Judge James B. Florey and Judge Terrence M. Aronson.

I moved to Alaska in 2012 and was a criminal prosecutor in Alaska from 2012 to 2016. I worked as an assistant district attorney in the Kotzebue District Attorney's Office for nearly three years, along with one other attorney. Our support staff consisted of one secretary and one paralegal. We prosecuted all the criminal cases that occur in the Northwest Arctic region of Alaska. My job consisted of managing my half of the Kotzebue criminal docket (we split nearly 1,000 cases per year alphabetically) in all stages of proceedings including charging decisions, arraignments, grand jury presentations, plea negotiations, motion work, and trials. My caseload consisted of everything from violation-level offenses to the most serious felonies. I have also served in the Palmer, Bethel, and Ketchikan District Attorney's Offices. I had the opportunity to return to Kotzebue in 2016 as the magistrate judge. In this position I was responsible for presiding over a wide variety of cases including minor offenses, misdemeanors in all stages, pre-indictment felonies, various civil matters, delinquency, child in need of aid (CINA), and protective orders. In my free time, I pursued the spectacular hunting, fishing, and trapping opportunities that Kotzebue offers. After leaving Kotzebue, I covered the Utqiagvik magistrate judge position remotely for three months. I was an Alaska magistrate judge for seven years.

In 2023, our family, including my wife and our three daughters, left Alaska to move back home to the Grand Rapids area. Since 2023, I have worked as a prosecutor again for the State of Alaska, now living in Cohasset and working remotely for the Utqiagvik District Attorney's Office. I have been a criminal prosecutor for five-plus years in total. For the past 13 years I have been practicing criminal law as a prosecutor, or on the bench, and have been in court, in person or remotely, on almost a daily basis. Itasca County has always been home. I am happy to be back home with my family - hunting, fishing, spending time on the lake - again. I care deeply about the safety of this area. Keeping our communities safe from crime is one of the most basic and important things we can do to maintain a high standard of living. I want to do my part.

In summary, my unique set of skills and experience make me the ideal fit for this position. Thank you for your consideration.

Additional Information:

CONTRACT FOR LEGAL CRIMINAL PROSECUTION

THIS CONTRACT is made and entered into as of the 31st day of March 2025, by and between the City of Cohasset, a Minnesota municipal corporation, hereinafter referred to as "City", and Aaron J. Michels, Attorney at Law, hereinafter referred to as "Attorney".

RECITALS

- A. The City requires professional legal services for criminal prosecution.
- B. Attorney can provide those services.

AGREEMENT

In consideration of the mutual covenants and terms below, it is agreed by and between City and Attorney as follows:

1. Scope and Services

It shall be the general intent of the Scope of Services to have Attorney perform all services as defined in *Exhibit "A1" (Schedule of Retainer Services)*.

2. Rate of Compensation

Compensation to Attorney in full for work listed in *Exhibit "A1"* as follows:

Exhibit "A1": Schedule of Retainer Services

All parties agree that Aaron J. Michels will represent the City in all criminal litigation for an annual flat fee of \$25,000 for all services provided, payable in 12 monthly payments to be paid on the first business day of each month. The contract includes an annual 5% cost of living increase, beginning January 1st of each calendar year. The first such increase will occur on January 1, 2026.

This contract will start on April 15, 2025. Mr. Michels will be paid a *pro-rated* share of one-half month for April 2025.

3. Termination of the Contract

Either party may cancel this Contract (or any part thereof) at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. Attorney shall be paid for the work performed prior to the effective date of the termination provided. Such payment shall not exceed the maximum amount provided for by the terms of this Contract.

4. Length of Contract

This contract will begin on April 15, 2025, and will terminate on December 31, 2030, unless early termination is exercised under the previous section of this contract.

5. Independent Contractor

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association between the City and the Attorney. Attorney is an independent contractor and neither Attorney, nor his employees, agents, subcontractors, or representatives shall be considered employees, agents, or representatives of City. The Attorney shall be deemed legal representative of City for all purposes contemplated by this Contract and by the Minnesota Rules of Professional Conduct. Except as otherwise provided herein, Attorney shall maintain, in all respects, present control over the means and personnel by which this Contract is performed. From any amounts due Attorney, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Attorney.

6. Choice of Law

The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, instruction, validity, and performance of this Contract.

7. Additional Services

If a substantial change is made in the scope, complexity, or character of the work contemplated under this Contract, or if it becomes necessary for Attorney to make substantial revisions to documentation completed or in progress and which has been approved by City, such work will be deemed “extra work”. For “extra work”, Attorney will be compensated as mutually agreed upon by the parties to this Contract.

8. Conflicts of Interest

It may be necessary for the Attorney or their firm, to decline to represent the City regarding a matter that would result in a conflict of interest. If in the Attorney’s view, there is a conflict of interest the Attorney will refer the matter to another qualified Attorney. If the matter is one of criminal prosecution, the Attorney will not need Council authorization.

9. Mediation

Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be submitted to mediation with a mediator mutually selected by the parties. If a mediator cannot be agreed upon, each party shall select a mediator. The Mediators selected by the parties shall select a third mediator whose cost will be shared equally by the parties to this contract. The mediator shall be governed by the subject matter of this Agreement and the pertinent provisions of Minnesota state law relating to mediators.

10. Equal Employment and Nondiscrimination and Affirmative Action

In connection with the work under this Contract, The Attorney agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

11. Severability

In the event any provision of this Contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Contract to fail its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision, term, condition, or covenant.

12. Entire Contract

It is understood and agreed that this Contract contains the entire agreement between the parties and supersedes all oral agreements and negotiations, as well as any previous contracts presently in effect between the City and the Attorney, relating to the subject matter hereof.

13. Authorized Agent of City

City shall appoint an authorized agent for the purpose of administration of this Contract. Attorney is notified that the authorized agent of City is as follows: City Mayor.

14. Modification of Contract

Any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, signed by the City Mayor and by Attorney and attached to the original of this Contract.

City and Attorney executed this agreement by the authorized signatures below.

DATE: _____

CITY

BY: _____
Mayor

ATTEST: _____
City Clerk

DATE: _____

AARON J. MICHELS, ATTORNEY AT LAW

BY: _____
Aaron J. Michels

EXHIBIT "A1"
SCHEDULE OF RETAINER SERVICES

CRIMINAL LEGAL SVCS
Retainer
1. Prosecution of gross misdemeanors, misdemeanors and petty misdemeanor cases including traffic violations, DWI cases, theft and City code violations
2. Drafting of complaints, preparing reports, working with the Police Chief and other appropriate personnel on all law enforcement issues.
3. Training of police personnel on law related matters including report writing, legislative changes, and general police/prosecution relationship issues.

WS-2

MEMORANDUM

TO: CITY COUNCIL
FROM: STEPHANIE KESSLER, PARKS & REC COORDINATOR
SUBJECT: TRAIL TOWN PROCLAMATION
DATE: MARCH 24, 2025

I am requesting that Council support a proclamation to become a *North Country Trail Town* as part of the North Country National Scenic Trail Association.

Cohasset has almost ten miles of North Country Trail hiking trails within city limits, and this proclamation is the first step in becoming an official Trail Town to support hiking in our city.

A map showing the hiking trails in city limits is attached.

Thank you.

**Public Proclamation
in support of
North Country National Scenic Trail
City of Cohasset, Minnesota**

WHEREAS, The City of Cohasset is in close proximity of the North Country National Scenic Trail; and

WHEREAS, The North Country National Scenic Trail (North Country Trail) is one of eleven (11) National Scenic Trails in the country; and

WHEREAS, the North Country Trail Association is the founder of the North Country Trail and continues as the lead volunteer organization for developing and maintaining the North Country Trail from New York to North Dakota for over 4,600 miles of hiking trail; and

WHEREAS, such hiking trail provides a year-round source of pleasure and recreation to the North Country's citizens and visitors to the North Country; and

WHEREAS, many of the citizens in and around the community of Cohasset and visitors and citizens of the North Country are becoming more health conscious and are turning to hiking as one of the major forms of maintaining a healthy body; and

WHEREAS, the community of Cohasset is an ideal destination for many of today's visitors to the North Country, and

WHEREAS, Itasca County offers a variety of outdoor and cultural experiences to residents and visitors, and

WHEREAS, available supporting services and facilities such as convenience stores and restaurants make Cohasset an outstanding heritage and nature-based tourism destination; and

WHEREAS, casual walkers, day hikers, and weekend backpackers want to enjoy the North Country Trail and the community of Cohasset can provide the gateway to their experience.

NOW THEREFORE, the City of Cohasset, Minnesota, does hereby proclaim to be a

NORTH COUNTRY TRAIL TOWN and commends the North Country Trail Association for its work in developing and maintaining the North Country Trail and further encourages all residents of and visitors to Cohasset take a hike on the North Country Trail.

ATTEST:

Stephanie Kessler, Parks and Recreation Coordinator

Joshua Casper, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____,

SEAL

Trail

