

## Iron Baraga Conservation District

will continue to provide Part 91 Permitting  
Administration and Permit Issuance for the  
County of Iron until April 1<sup>st</sup>, 2026, to assist  
the County of Iron during this transition and  
to ensure adequate time for training of new  
Part 91 CEA.

Contact Jen Ricker-Feak for Part 91 Permits

[IronBaragaCD@gmail.com](mailto:IronBaragaCD@gmail.com)

(906) 875-3765 & (906) 367-1203

**INTERLOCAL AGREEMENT FOR PART 91 SOIL AND SEDIMENTATION  
SERVICES BETWEEN  
IRON BARAGA CONSERVATION DISTRICT AND IRON COUNTY**

This Interlocal Agreement for Part 91 Soil and Sedimentation Services between Iron Baraga Conservation District and Iron County ("*the Agreement*") made this 31st day December, 2025 between Iron Baraga Conservation District, a Michigan corporation of the State of Michigan and Iron County a Michigan body politic of the State of Michigan;

**WITNESSES THAT:**

WHEREAS, Iron Baraga Conservation District (hereinafter "*District*") has provided Part 91 Soil and Sedimentation services to Iron County (hereinafter "*County*") and is capable of providing such services through April 1, 2026; and

WHEREAS, *County* is in need of Part 91 Soil and Sedimentation Services until it can qualify and train a qualified program individual; and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS CONDITIONS AND PERFORMANCES, CONTAINED HEREIN, THE PARTIES AGREED as follows:

**1. TERM:**

The Agreement shall begin upon acceptance by *District* and *County* and will terminate on April 1, 2026;

**2. SERVICES TO BE PROVIDED BY DISTRICT:**

2.1 The *District* shall assign a Part 91 Soil and Sedimentation Services employee of *District* to provide such services.

2.2 *District* will perform Part 91 Soil and Sedimentation under this *Agreement* as an independent contractor and not as agent, employee, or servant for *County*.

2.3 *District* shall furnish and supply the Part 91 Soil and Sedimentation with supervision and equipment needed to perform the contracted and agreed upon services herein.

2.4 The standards of performance, the selection, dismissal and discipline of the Part 91 Soil and Sedimentation provider and other matters incident to the performance of such services shall remain with the *District*.

2.5 *District* agrees to provide insurance against any liability from the performance of said Part 91 Soil and Sedimentation services and shall pay all taxes, insurance, worker's compensation, and other matters and hold *County* harmless from any all expenses and liabilities arising as a result of providing said Part 91 Soil and Sedimentation services.

3. **PAYMENT:**

*County* shall be billed at the end of each month for Part 91 Soil and Sedimentation services provided by *District* during the life of this Agreement at the rate of \$75.00 per hour.

*County* shall further pay *District* the sum of \$18,000.00 for Part 91 Soil and Sedimentation Services provided before January 1, 2026 to be paid on or before April 30, 2026.

4. **LEGAL REQUIREMENTS:**

Both parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

5. **SEVERABILITY:**

Should any clause, phrase, sentence, paragraph or aspect of this Agreement be declared invalid or void in its application to any person, party or situation, all other applications as well as the remaining provisions of this Agreement shall remain in full force and effect.

6. **NO THIRD PARTY BENEFICIARY:**

This Agreement is made and entered into for the sole benefit of *District* and *County*. No third party shall be deemed to have any rights under this Agreement; there are no third-party beneficiaries to this Agreement.

7. **ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the entire *Agreement* between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This *Agreement* may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

Dated this 31st day of December, 2025.

IRON BARAGA CONSERVATION DISTRICT

By: Dale Zane Carlson 12/31/2025  
Its Chairperson **Dale Zane Carlson**

By: Jennifer Ann Ricker-Feak 12/31/2025  
Its Clerk **Jennifer Ann Ricker-Feak**



BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF IRON

By: Mark Stauber  
Mark Stauber  
Its Chairperson

By: Amy Donati  
Amy Donati  
Its Clerk



**Iron Baraga Conservation District**  
**2 South Sixth Street, Suite 15**  
**Crystal Falls, Michigan 49920**  
**Phone: (906) 875-3765**  
**IronBaragaCD.org**

November 24<sup>th</sup>, 2025

Good Morning,

Starting January 1st, 2026, the Iron Baraga Conservation District will no longer administer the Part 91 Soil and Sediment permitting program for Iron County. After this date, we won't be able to issue permits. The new administrator may have additional requirements and new forms. Permits issued before that date will be honored by our replacement, who may implement new policies on extensions or design requirements. Please contact them in January for updates or assistance.

The Iron County Board of Commissioners and Chairman Mark Stauber are currently working with EGLE staff to identify a prompt replacement for the Part 91 CEA. While we do not know the name of the new appointee at this time, you will soon find their contact information on the Iron County and EGLE Part 91 websites.

If you have any questions or concerns, we suggest contacting the appropriate individuals and agencies in January or February to obtain the most up-to-date contact information for the new Part 91 CEA. We will update our website with the new CEA's contact information as soon as it becomes available.

You can reach the Iron County Administration Office and the Board of Commissioners at (906) 875-0116.

To contact the Iron County Construction Code Office for other permit needs, please call (906) 875-3102.

Iron County Website: <https://ironmi.com>

EGLE Website: <https://www.michigan.gov/egle/about/organization/water-resources/soil-erosion/part-91-agencies>

Several factors influenced our decision to discontinue acting as the Part 91 Administrator. As you are aware, the Iron Baraga Conservation District is an independent unit of local government rather than a county agency. Our programs and services for the community are mainly funded through grants and fundraising efforts, and we are overseen by the Michigan Department of Agriculture and Rural Development (MDARD).

Over thirty years ago, the County of Iron appointed the Iron Conservation District to manage Part 91, committing \$3,000 annually—unchanged since then, to support our efforts. At that time, Iron County faced a declining population with limited construction near lakes or wetlands, leading to high compliance with Part 91 regulations. This also enabled greater public engagement and education on Farm Bill Programs, as the primary goal was to promote best management practices rather than serve as a regulatory body.

Since 2020, our area has seen significant changes, particularly a construction boom in remote regions near water sources. There has been a significant increase in non-compliant building sites that violate Part 91 soil runoff rules, threatening local waterways and creating nuisances for neighbors. Part 91 was adopted in Iron County through a resolution rather than an ordinance, allowing us to collect permit fees but lacking the enforcement power to issue fines

or tickets. This issue has become increasingly burdensome, leading to frustration among concerned residents and reputable contractors, as there are no penalties for violators.

Financially, the Part 91 program has struggled for years, relying on permit revenue that no longer covers operating costs, leading to a deficit of over \$18,000 last fiscal year. This unsustainable practice has rendered our program ineffective, and we all bear the costs associated with non-compliant sites, as our only option has been to increase the permit fees.


For several years, the Iron Baraga Conservation District has felt that our core mission of public service is at odds with the regulatory role of the Part 91 program we administer. This dual responsibility has made it difficult to be seen as a resource for landowners, while also leading to adversarial encounters for our staff working on Part 91. As a result, our staff faces ongoing safety concerns during Part 91 inspections, exposing them to unnecessary risks. We want to focus on helping the community rather than balancing dual roles. By returning the Part 91 Program to the County of Iron, we can realign with our true mission of assisting the public with their natural resource needs.

We are also excited to announce that we are relocating our office from the Iron County Courthouse to a larger, accessible space at the Windsor Center in Iron River, Michigan, at the end of February. You'll find us in Room 105 North at 612 West Adams Street, Iron River, Michigan. Our entrance will be directly accessible from outside the building, by the north parking lot at the rear of the building.

To accommodate those who work during the day, we will offer evening hours on Wednesdays and host monthly activities and workshops at the Windsor Center. We look forward to collaborating with other community organizations and will hold an Open House near the end of March. More details about our new office hours and updated contact information will be available on our website.

We extend our heartfelt thanks to all landowners and contractors we have worked with under Part 91 for your commitment to best management practices and responsible resource management. As we move forward, we're excited to help the public with natural resource concerns by providing guidance and assistance to landowners without enforcement. Together, we can create a collaborative environment that benefits our community and landscape. Thank you for your continued support as we embrace new opportunities to serve and enhance our community.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Ann Ricker-Feak". The signature is written in a cursive, flowing style.

**Jennifer Ann Ricker-Feak**  
**District Manager of the Iron Baraga Conservation District**