

BARAGA COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Monday, November 10, 2025-5:00 P.M.

16 N. Third Street, L'Anse, MI 49946

PROPOSED AGENDA

-
- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
Commissioner Niemela, Commissioner Dakota, Commissioner Kent, Commissioner Menge, and Commissioner DeLeon
 - 2. APPROVE AGENDA**
 - 3. APPROVAL OF MINUTES**
Regular Meeting – October 14, 2025
 - 4. PUBLIC COMMENTS- Agenda Items Only**
 - 5. TREASURER'S REPORT- INFORMATION ONLY – NO MOTION REQUIRED**
 - a. BA #001-2026 – General Fund and BA #001-2026 – Child Care Fund
 - 6. APPROVAL OF BILLS**
 - a. BCMH Trustee Per Diem- \$1,120.00 (October 2025)
 - b. Approval of County Commissioner and Department Bills, \$
 - c. Approval of Prepaid Bills, \$
 - d. Approval of Sheriff Dept. Commissary Checking Account, \$
 - 7. UNFINISHED BUSINESS**
 - 8. ACTION ITEMS**
 - a. Jury Commission, Appointment
 - b. FY2026 Indigent Defense Contract, Amendment
 - c. Snow Removal Bids
 - d. Clerk, Employee Christmas Party Request
 - 9. REPORTS OF STANDING COMMITTEES**
 - 10. INFORMATIONAL ITEMS**
 - BCMH Board of Trustees, Minutes
 - BCECC Board of Trustees, Minutes
 - 11. RESOLUTIONS**
 - a. Resolution to Opt Out of the 80/20 Requirement
 - 12. COMMISSIONERS COMMENTS**
 - 13. PUBLIC COMMENTS**
 - 14. ADJOURNMENT**

BARAGA COUNTY
BUDGET AMENDMENTS
 For the Fiscal Year Ending 09/30/2026

BA # 01-2026
 11/10/2025

Account Name	Account Number	Revenue Increase - (Decrease)	Expense - Increase- (Decrease)
GENERAL FUND - REVENUES			
Remonumentation Grant	101-000-639.00	\$ (80.00)	
Remonumentation Grant	101-000-636.00	\$ 80.00	
Public Safety CPE	101-000-543.00	\$ 3,500.00	
Public Safety CPE	101-000-550.00	\$ (3,500.00)	

GENERAL FUND - EXPENDITURES

Court Juvenvile Officer Grant	101-294-705.04		9,161.00
SS/ Medicare	101-294-715.00		(1,340.00)
Health Ins	101-294-716.00		(5,116.00)
HSA	101-294-716.02		(1,597.00)
Life Ins	101-294-717.00		(23.00)
MERS Pension	101-294-718.00		(1,085.00)

GENERAL FUND – JOURNAL TOTALS

\$	-	\$	-
\$	-	\$	-

EXPLANATION: To record adjustments to the budget for FY 09/30/2026
 Per Board Approval

Approved: _____

Date: _____

BARAGA COUNTY
BUDGET AMENDMENTS
For the Fiscal Year Ending 09/30/2026

BA # 01-2026
DATE: 11/10/2025

Account Name	Account Number	Revenue Increase - (Decrease)	Expense - Increase- (Decrease)
--------------	----------------	----------------------------------	-----------------------------------

SPECIAL REVENUE FUNDS - REVENUES

CCF Chargebacks	292-000-565.00	\$ 27.00	
-----------------	----------------	----------	--

SPECIAL REVENUE FUNDS - EXPENDITURES

CCF Salary and Wages	292-662-703.00	\$ (9,161.00)	
SS/ Medicare	292-662-715.00	\$ 1,374.00	
Health Ins	292-662-716.00	\$ 5,109.00	
HSA Expense	292-662-716.05	\$ 1,597.00	
Life Ins	292-662-717.00	\$ 23.00	
MERS Pension	292-662-718.00	\$ 1,085.00	

JOURNAL TOTALS

\$ 27.00	\$ 27.00
----------	----------

\$ 27.00	\$ 27.00
----------	----------

EXPLANATION: To record adjustments to the Special Revenue budget for FY 09/30/2026
Per Board Approval

Approved: _____

Date: _____



18341 US Hwy 41 L'Anse, MI 49946

906-524-3300 www.bcmh.org

Board of Trustee Meeting Attendance - October 2025

Monthly Stipend:

Shirley Younggren	\$100.00
Jim Loman	\$100.00
Carole LaPointe	\$100.00
Cathy Wadaga	\$100.00
Jayne Walbridge	\$100.00
Kate Beer	\$100.00
Burt Mason	\$100.00

Board Briefing of 10-16-2025:

Shirley Younggren	\$30.00
Jim Loman	\$30.00
Carole LaPointe	\$30.00
Cathy Wadaga	\$30.00
Jayne Walbridge	\$30.00
Kate Beer	\$30.00
Burt Mason	\$30.00

Med Control Authority Mtg: none

Shirley Younggren	\$ 0.00
-------------------	---------

Regular Board Meeting of 10-21-2025:

Shirley Younggren	\$30.00
Jim Loman	\$30.00
Carole LaPointe	\$30.00
Cathy Wadaga	\$30.00
Kate Beer	\$30.00
Jayne Walbridge	\$30.00
Burt Mason	\$30.00

1120.00

Houghton County Courthouse
401 East Houghton Avenue
Houghton, Michigan 49931
Phone: (906) 482-5420
Fax: (906) 482-7492

STATE OF MICHIGAN



TWELFTH JUDICIAL CIRCUIT COURT
BARAGA, HOUGHTON AND KEWEENAW COUNTIES

BRITTANY A. BULLEIT
12TH CIRCUIT JUDGE

Laura Lamerand, Administrator
laura@houghtoncounty.net
LeAnn Pulda, Court Reporter
leann.pulda@houghtoncounty.net

November 5, 2025

Brad Dakota, Chairman
Baraga County Board of Commissioners
16 N. Third Street
L'Anse, MI 49946

Dear Mr. Dakota:

It has come to my attention that the terms of Jay Elmblad, Shelley Lloyd, and Rick Johnson as members of the Baraga County Jury Board have expired. Mr. Elmblad, Ms. Lloyd, and Mr. Johnson have admirably performed their duties and responsibilities as members of the Jury Board and, fortunately, have advised that they are willing to continue as board members.

Pursuant to MCL 600.1301, please be advised that the Court recommends that Jay Elmblad, Shelley Lloyd, and Rick Johnson, be reappointed to the Baraga County Jury Board to serve a term of six years as set forth by statute.

Thank you for your attention to this matter.

Sincerely,

A blue ink signature of Brittany A. Bulleit, written in a cursive style.

Brittany A. Bulleit
12th Circuit Court Judge

A blue ink signature of Timothy S. Brennan, written in a cursive style.

Timothy S. Brennan
Chief Circuit Court Judge

BAB/lap

c: Wendy J. Goodreau, Baraga County Clerk

**INDIGENT CRIMINAL DEFENSE CONTRACT BETWEEN
KEWEENAW, HOUGHTON AND BARAGA COUNTIES
AND THE TRI-COUNTY PUBLIC DEFENDERS, A MICHIGAN NON-PROFIT
CORPORATION (10/01/2025 – 09/30/2027)**

This contract is made between TRI-COUNTY PUBLIC DEFENDERS ("TCPD"); a Michigan non-profit corporation, and the Michigan Counties of Keweenaw, Houghton, and Baraga through their authorized representatives ("COUNTIES"):

1. Continuity with Prior Contracts

This contract is a continuation of the contracts of the same nature made between TCPD and COUNTIES executed between the fiscal years of 2018 to 2025. This contract supersedes prior contracts for years ranging from 2018 to 2025 between the parties.

2. Fiduciary Responsibility

Houghton County shall continue to serve as the fiduciary to Baraga and Keweenaw Counties and to the indigent defense system in their management of the indigent defense fund from October 1, 2025 through September 30, 2027.

3. Attorney Services

References to TCPD in this contract include all attorneys hired or subcontracted by TCPD who perform all legal services contained within this contract.

4. Services Covered

TCPD will provide representation of indigent criminal defendants in the 97th District and 12th Circuit Courts, including the Baraga Maximum Correctional Facility, according to the scope of lawyers' responsibility outlined in MCR 6.005(H) and in conformance with the rules adopted by the Michigan Indigent Defense Commission (MIDC). Representation shall include all matters set forth in Paragraph 6 of this contract, below.

5. Services Excluded

The following services are excluded from this contract:

- a. Appeals filed in the Michigan Court of Appeals and Michigan Supreme Court, except for interlocutory appeals TCPD deems appropriate.
- b. Appeals to the United States Supreme Court;
- c. Habeas corpus proceedings in the United States District Courts and Court of Appeals.
- d. Does not include any records or the prosecuting attorney.

6. Representation

TCPD will represent indigent criminal defendants at all stages of criminal proceedings starting at arraignment and continuing until completed. TCPD shall investigate each indigent criminal defendant's case and consult with each indigent criminal defendant throughout the indigent criminal defendant's case. TCPD shall also provide necessary representation of each indigent defendant, including attending line-ups and out-of-court identification procedures, seeking bond modifications, participating in extradition proceedings, negotiating plea bargains and other matters with prosecuting authorities, interviewing witnesses, preparing for trial, preparing, filing, and arguing motions, seeking counseling for the defendant when appropriate, seeking referrals to appropriate agencies, conducting trials, filing and arguing post-trial motions, defending alleged probation violations, briefing and arguing interlocutory matters in the Michigan Court of Appeals and Michigan Supreme Court and conducting any retrials ordered following an appeal. TCPD's responsibilities include preparation of all briefs, documents, letters, research and any and all things regarded as adequate representation of the indigent party.

7. Indigent Persons

Whether a defendant qualifies as indigent is defined by MCL 780.991 (3), MCR 6.005 (B), and any amendment to MCR 6.005(B) enacted during the contract, and all rules and regulations adapted by the MIDC. These rules, in their current iteration, place the power to determine indigence with the criminal courts.

8. Conflict of Interest

If at any time after a referral has been made, if TCPD or a Court discovers a conflict of interest pursuant to the Michigan Rules of Professional Conduct, TCPD shall promptly notify the Conflict Attorney manager, Hannah Goodman, or her successor, who will appoint an attorney from the conflict counsel roster when TCPD is unable to provide representation due to a conflict. Conflict counsel's bills shall be reviewed by the Conflict Attorney Manager, and if approved, shall be paid by the fiduciary of TCPD's plan (Houghton County), per the budget submitted by TCPD and approved by the MIDC. Conflict counsel's bills for experts and investigators shall be reviewed by the Conflict Attorney Manager, Hannah Goodman, and if approved, shall be paid by the fiduciary of TCPD's plan (Houghton County) per the budget submitted by TCPD and approved by the MIDC.

9. Independent Contractor

The relationship between TCPD and COUNTIES is that of independent contracting parties.

Nothing contained in this Agreement or the course of conduct between TCPD and COUNTIES will be considered to form a partnership or employment relationship. In the performance of the Services under this Agreement, TCPD is an independent contractor with authority to control and direct the manner in which indigent criminal defense representation to clients shall be performed, subject to all duties imposed by statute, the Michigan Court Rules, Michigan Code of Professional Conduct, grants award by the Michigan Indigent Defense Commission (MIDC), and other applicable rules, regulations or requirements.

10. Duration

The minimum duration of this contract shall be from October 1, 2025 through September 30, 2027. This Agreement shall not automatically expire on October 1, 2027. On or about October 1, 2027, this Agreement shall:

- a. Be renewed after evaluation and any modification by the parties; or,
- b. Be extended for an additional one-year period if no other action is taken or by the parties' agreement; or,
- c. Be terminated as later provided in this Agreement.

11. Payment for Services

COUNTIES shall pay Houghton County, acting as fiduciary for all three COUNTIES, their local share, as defined and calculated pursuant to MCL 780.983. The COUNTIES shall pay their shares by depositing the local shares into a 260 Account set up by the fiduciary, Houghton County. The remainder of TCPD's budget will be limited to grants by the State of Michigan, which will be deposited into the 260 Account overseen and managed by Houghton County as fiduciary of the local indigent defense system plan. Pursuant to MCL 780.993(8), the COUNTIES shall not be required to contribute County funds in excess of their respective local shares, plus any grants awarded by the State of Michigan. Payments of the COUNTIES' local shares are to be made through Houghton County, as fiduciary for all three COUNTIES, in the amounts of one-half of COUNTIES' local shares in October 2025, and one-half in April of 2026, and likewise in all subsequent fiscal years. TCPD shall submit monthly requests with supporting documentation to Houghton County, as fiduciary, for release of funds from the 260 account in amounts adequate to provide indigent defense services and operations under this contract. TCPD and Houghton County may confer and agree to adjust the timing and amount of fund disbursements to TCPD as needed in order to assist TCPD in continuing operations.

TCPD shall bill the local indigent defense fiduciary system, Houghton County, monthly for expenses incurred by TCPD. Houghton County will pay TCPD's bill for monthly expenses within thirty (30) days of receipt of each properly itemized and supported monthly bill. TCPD shall not receive compensation in any form from or on behalf of persons represented for services rendered pursuant to this contract.

12. Allocation of Costs and Expenses

TCPD shall pay for all costs, fees, and expenses incurred providing the contract services as well

as all overhead costs such as general office, secretarial, staffing, phone, supplies, equipment, and subcontract fees paid to other attorneys, per the MIDC's approved budget for the years covered by this contract.

Pursuant to the authorized MIDC Budget, the responsibility for the payment of the following fees and expenses shall be as follows:

- A. TCPD shall be responsible for their defense witness fees and expenses, including statutory mileage fees for the defense witnesses; Conflict counsel shall bill these fees and expenses to Houghton County as fiduciary of the 260 Fund for payment, per the MIDC approved budgeted and authorized amounts, subject to MIDC approved budget and eligible expenditures.
- B. Houghton County as fiduciary of the 260 Fund shall be responsible for payment of investigator fees and expert witness fees incurred by both TCPD and conflict counsel, per the MIDC budget and authorized amounts, subject to MIDC approved budget and eligible expenditures.
- C. TCPD shall be responsible for defense's share of the cost of transcripts of preliminary examinations and other transcripts; Houghton County as the fiduciary of the 260 Fund shall be responsible for payment of conflict counsel's/defense's share of the cost of transcripts of preliminary examinations and other transcripts, per the approved MIDC budget, subject to MIDC approved budget and eligible expenditures.
- D. TCPD shall be responsible for service of process fees incurred by the defense; Houghton County as a fiduciary of the 260 Fund shall be responsible for service of process fees incurred by conflict counsel, per the MIDC budget and authorized amounts, subject to MIDC approved budget and eligible expenditures.
- E. Houghton County shall be responsible for TCPD's cost of independent medical and psychiatric evaluations for the benefit of the defense; Houghton County as the fiduciary of the 260 Fund shall be responsible for payment of conflict counsel's cost of independent medical and psychiatric evaluations for the benefit of the defense, per the MIDC budget and authorized amounts, subject to MIDC approved budget and eligible expenditures.
- F. Houghton County as the fiduciary of the 260 Fund shall be responsible for conflict counsel's travel, meals, and lodging while trying a case or attending other case related proceedings in the tri-county area; Houghton County as fiduciary of the 260 Fund shall be responsible for all approved costs for training, including travel, meals, lodging, bridge fare, and trainer fees, for both TCPD attorneys and conflict counsel., both per the MIDC budget and authorized amounts, subject to MIDC approved budget and eligible expenditures.

13. Quarterly and Year-end Financial Reporting

Within Fifteen (15) days after the end of every quarter of the fiscal year and for all successive fiscal years under this Agreement, TCPD is to deliver to Houghton County, acting as fiduciary for the indigent defense system, quarterly financial reports detailing expenses incurred and the current balance of TCPD's accounts. TCPD is to make these reports available to each of the COUNTIES. TCPD is required to submit timely quarterly reporting to the MIDC in Egrams by submitting an Attorney List and a Quarterly Program Report.

Every quarter of the fiscal year and for all successive fiscal years under this Agreement, Houghton County, acting as fiduciary for the indigent defense system, is required to submit quarterly reporting to the MIDC by timely submitting a Financial Status Report using Egrams. At year end, Houghton County, acting as fiduciary for the indigent defense system, is required to timely submit a Report of Unexpended Grant Funds to the MIDC using Egrams. Timely information from TCPD to Houghton County is essential for MIDC grant administration and compliance.

14. Request for Financial Documents

Upon request from any of the individual Counties or by Houghton County, acting as fiduciary of the COUNTIES, TCPD will promptly and in good faith make other financial documentation including but not limited to any and all documents referenced in Section 20 hereinafter, accessible to the requesting COUNTIES for review.

Upon request from TCPD, Houghton County, acting as fiduciary for the COUNTIES, will provide monthly financial documentation (ledger of 260 Account) regarding the balance in the 260 Account and all payments made from that account, to TCPD so that TCPD can monitor their annual budget.

15. Malpractice Insurance

The COUNTIES shall have no liability and shall be indemnified for malpractice claims which may be made by persons represented by TCPD pursuant to the contract. TCPD and all conflict attorneys shall carry malpractice insurance, in an amount approved by the COUNTIES and proof of such insurance shall be provided to the COUNTIES forthwith.

16. Indemnification

TCPD shall indemnify, defend, and hold the COUNTIES, their affiliates, and their elected and appointed officials, employees, agents, contractors, and other representatives harmless from and against all claims, losses, expenses, liabilities, demands, obligations, or damages of every kind and nature (including, without limitation, reasonable attorney fees and expenses) losses, arising out of or related to (i) any act or omission of TCPD or (ii) any breach of this Agreement by TCPD. TCPD shall acquire reasonable insurance to meet the requirements contained herein above.

17. Force Majeure

If TCPD or COUNTIES are prevented or delayed in the performance of any of their obligations under this Agreement due to Force Majeure (defined below), that party will provide written notice to TCPD and the (other) COUNTIES specifying the nature and expected duration of the Force Majeure. The performance of the party invoking Force Majeure with respect to any obligation will be excused and the time for performance extended, but only for the period of delay or inability to perform due to Force Majeure. If the total of any period of delay or inability to perform due to Force Majeure asserted any party during the Term equals or exceeds 30 consecutive days, the other parties will have the right, at its option, to either terminate this Agreement by written notice or to continue to excuse the first party's performance for the period

of any delay or inability to perform due to Force Majeure. As used in this Agreement, "Force Majeure" shall mean any act of God, fire, casualty, flood, war, strike, lockout, labor trouble, or any other circumstances beyond the reasonable control of the party asserting it that prevents or delays the performance of any of its obligations under this Agreement, including but not limited to the lack of funding provided to Houghton County, acting as fiduciary of the local indigent defense system by the State of Michigan designated for the provision of representation described herein.

18. Assignment

The rights and obligations conferred under this Agreement may not be assigned by TCPD without the prior written consent of the COUNTIES. Any attempted assignment in violation of this section 18 is null and void.

19. Binding Agreement; Successors

This Agreement shall be binding on, inure to the benefit of, and be enforceable by the successors and assigns of the COUNTIES and TCPD; provided, however, that no assignment of this Agreement by TCPD will be effective without the express written consent of all COUNTIES.

20. Non-Privileged Information

When appropriate, TCPD shall advise clients serviced by this contract that information regarding their financial circumstances which is probative of determining indigence is not privileged information unless the information is probative of the guilt or innocence of the client in which case the information shall be protected by attorney-client privilege.

TCPD have the continuing responsibility to bring to the attention of the Judge who is presiding in the matter any non-privileged information regarding the financial resources of defendants which bears on their eligibility for counsel services under this contract.

21. Record Keeping and Information Access

The COUNTIES shall provide TCPD access to current and historic information regarding indigent defense, if requested.

The COUNTIES shall provide TCPD non-confidential information kept in the normal course regarding indigent representation current and historic and the criminal docket in general, if necessary.

TCPD shall maintain individual case records in a manner and according to categories as deemed necessary, but not unduly burdensome for an effective evaluation and review of the contract.

TCPD shall participate in meetings with the COUNTIES, courts, and prosecutors relative to the administration of the criminal justice system in Houghton, Baraga, and Keweenaw Counties relating to matters such as scheduling, local court rules and practices.

TCPD shall maintain complete and accurate records, including but not limited to an accounting of payroll, timesheets, revenues, billings, costs and expenditures necessary to satisfy MIDC grant requirements, as may periodically be amended, and as may be necessary as supporting source documents for audit, government accounting standards board compliance, or other purposes that TCPD or the COUNTIES, singularly or collectively, may be requested or required to participate in or report upon. TCPD shall promptly provide full and complete access to all such records, subject to protective measures for privileged client information, if any. No provision contained in this contract shall be deemed to require the COUNTIES to undertake any additional, new or revised record keeping, except as may be required by the Michigan Indigent Defense Commission.

22. Notices

Notices to TCPD regarding this contract shall be made to TRI-COUNTY PUBLIC DEFENDERS, 1221 Schoolhouse Drive, Houghton, Michigan 49931. Notices to Keweenaw County shall be made to the Keweenaw County Clerk, 5095 4th Street, Eagle River, MI 49950. Notices to Houghton County shall be made to the Houghton County Clerk, 401 E. Houghton Avenue, Houghton, MI 49931. Notices to Baraga County shall be made to the Baraga County Clerk, 2 South Main Street, L'Anse, MI 49946.

23. Contract Modifications

Any modifications of this contract shall be in writing and approved by all parties. There are no oral agreements accompanying this contract.

24. Contract Disputes

Any contract dispute between TCPD and any or all of the COUNTIES shall be addressed first to the presiding Judge of the 97th District Court if the dispute is a District Court matter, secondly by the presiding Judge of the 12th Circuit Court if the dispute is a Circuit Court matter, and thirdly by appropriate legal remedies, if necessary. The Judges shall act as mediators; their recommendations shall not be binding on TCPD or the COUNTIES unless agreed to by TCPD and the COUNTIES. Provided, however, that any dispute involving MIDC, including but not limited to the award, use or application of grant funds by TCPD or the COUNTIES, and any related matters shall be resolved pursuant to Section 15 of the Michigan Defense Commission Act, MCL 780.995.

25. Term of Contract and Termination of Contract

Any party may terminate this contract immediately and at any time for good cause, unethical conduct, or a violation of this contract's terms. Any party may terminate this contract without cause by ninety (90) days' written notice at any time after this contract has been in effect for one (1) year or more.

All cases assigned prior to termination without cause shall be completed pursuant to the contract

without compensation other than that provided for in this contract. All cases assigned to defense counsel prior to October 1, 2027, shall continue with such assigned counsel and the COUNTIES shall compensate assigned counsel on those cases through and to conclusion according to the terms of the appointment policy in effect at the time of the appointment.

26. Waiver

The failure of TCPD or any of the COUNTIES to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach

27. Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid and unenforceable as written, that provision will be deemed modified in a manner consistent with the intent of the original provision, so as to make it valid and enforceable. This Agreement, and the application of the provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected.

28. Indigent Defense Commission Deference

This contract is subject to The Michigan Indigent Defense Commission's standards for indigent public defense. This contract is subject to modification based on the enactment of MIDC standards or recommendations.

TRI-COUNTY PUBLIC DEFENDERS

By: David M. Gemignani
Chief Public Defender

Dated: _____

KEWEENAW COUNTY

By: Donald Piche, Chairman
County Board of Commissioners

Dated: _____

By: Eric Hermanson, Treasurer

Dated: _____

BARAGA COUNTY



By: ~~Gale Eilola~~, Chairman *Brad Dakota*
County Board of Commissioners

Dated: 10/21/25

By: Wendy Goodreau
County Clerk & Register of Deeds

Dated: _____

HOUGHTON COUNTY

By: Tom Tikkanen, Chairman
County Board of Commissioners

Dated: _____

Chelsea Rheault, Administrator

MINUTES

BARAGA COUNTY MEMORIAL HOSPITAL BOARD OF TRUSTEES MEETING

Tuesday, September 16th, 2025 5:00 PM - BCMH Main Conference Room (ABCD)

Present: Cathy Wadaga, Jayne Walbridge, Shirley Younggren, Carole LaPointe, Burt Mason, Jim Loman, Kate Beer

Admin/Guests: Gail Jestila, Kelly Engle, Todd Peltola, Tom VanEss, Rob Stowe, Bill Menge

Absent: None

1. Call to Order – Beer

Ms. Beer called the meeting to order at 5:00 p.m.

2. Approval of Consent Agenda ** - All

Motion: Mason, Second: Loman - All in favor, motion carried.

3. Approval of Minutes

- a. Board Briefing of August 14th , 2025*
- b. Closed Session of August 14th, 2025*
- c. Board of Trustees Meeting of August 19th, 2025*

4. Medical Staff –Beer

- a. Medical-Dental Staff Meeting Minutes of August 13th, 2025**

Motion: Loman, Second: Wadaga - All in favor, motion carried.

- b. Medical-Dental Staff Executive & Credentials Committee

- i. Medical Staff Appointments, Reappointments, and Deletions of September 2025** - Belpedio

Motion: LaPointe, Second: Wadaga, All in favor - motion carried.

5. Financial Update - Jestila

- a. Approval of August 2025 financial statements**

Ms. Jestila presented the August 2025 financial statements to the board and also shared that she and her finance team completed cost report training at Schoolcraft Memorial last week. Cash increased by \$214,500 for August. The Quarter 2 Employee Retention Credit (ERC) of \$1.188 million has been received. A letter was received today regarding Quarter 1, which totaled \$1.66 million. A consultant, Synergy, helped us with the application. Since the Quarter 1 amount was less than expected, Synergy will be asked to provide further assistance. Gross revenue was \$4.8 million for the month, with year-to-date revenue at \$51.2

million. Revenue for the lab came in at \$750,000 in August, their best month of the year. Physician Group: \$276,000, Rehab \$263,000, Radiology \$1.167 million, Emergency Room \$584,000, and Wound Care \$204,000.

A motion was made by LaPointe and seconded by Mason to approve the August 2025 financial statements. All were in favor, and the motion carried.

6. Bayside Update - Stowe/Jestila/Dault

a. Approval of August 2025 Bayside financial statements**

Ms. Jestila reviewed the Bayside Village financial statements with the Board, which were approved last night by the Bayside Board. Total revenue was \$531,000, with year-to-date revenue of \$6.7 million. Expenses totaled \$542,000, resulting in net loss of \$11,000 and year-to-date net income of \$735,000. The year-to-date census was 56, with August at 54. While there was a small dip in census this month, overall performance remains very positive for Bayside Village.

A motion was made by LaPointe and seconded by Wadaga to approve the August Bayside financial statements. All were in favor, and the motion carried.

7. Oracle Update - Stowe/Belpedio

We have made the decision to transition to Cerner/Oracle for both the hospital and the Physician Group. It is a \$10–\$12 million investment. The planned go-live date is October 2026, and the contract has been signed. Mike Lucey has been working with Dave in IT to obtain access to the CPSI database, with the goal of beginning the data pull next month.

8. Wound Care Update - Peltola

We received word this afternoon that the permit for the hyperbaric chamber has been approved. Discussions are underway with Closner to resume work next week. There may be a delay in the delivery of the chamber, which is now expected during the first week of November rather than October, although they are trying to move the timeline forward. Our wound clinic staff are in Florida for training on the chamber and Healogics' clinic operations.

9. Mayo Telestroke Update - Engle

The Mayo Telestroke program went live on September 10, with its first activation occurring Friday.

10. Transportation Program Update - Fisher

Stowe reported that the wheelchair van is currently in Green Bay for installation of the lift and we should get it back within the next couple of weeks. Once completed, the van will be wrapped, and the company is working on a rendering of the design. Overall, the transportation program has grown significantly, with several rides being provided each day.

11. Physician Group Update - Van Ess

We had a recruitment call today with a specialist, which went well. We have a gynecologist who will be starting on April 13. We are also recruiting another provider who will be starting in March 2026.

12. Quality Update –Peltola

Our Dietary manager resigned and we have been actively recruiting to fill that position. We will be holding a basket raffle for Chris in Dietary on October 7th.

13. Management Update (attached)

- a. CEO Report*: Marketing, Employee Recognition, Home Care and Hospice, Corporate Compliance, Senior Life Solutions, Human Resources, Pharmacy
- b. CFO Report*: Finance, Revenue Cycle, Purchasing, Information Technology, DME
- c. DON Report*: Acute, Emergency, Surgical Services, Ambulatory, Social Services, Utilization Review/Infection Prevention, Education
- d. Director of Provider Services Report*: Physician Group, Telemedicine, Specialty Clinic
- e. Director of Ancillary Services Report*: Imaging, Laboratory, Therapies
- f. Director of Quality Management Report*: Maintenance, Housekeeping, Dietary/Dietician, HIPAA/Risk

14. Other - None.

15. Public Comment - None.

16. Next Meeting: October 16th, 2025 5:00pm –BCMh Main Conference Room

17. Adjournment –Beer

Ms. Beer adjourned the meeting at 5:30 p.m.

Motion: LaPointe, Second: Younggren - All in favor, motion carried.

Respectfully submitted,



Carole LaPointe, Secretary CL/lmb

ABOUT BARAGA COUNTY MEMORIAL HOSPITAL: BCMH is a 15 bed critical access hospital. Founded in 1952, BCMH is a thriving rural healthcare system focused on addressing the needs of community members of Baraga County. Employing over 200 people, BCMH houses a family medicine clinic, walk-in convenient care clinic, specialty clinics, surgical services, 24/7 emergency services, imaging, rehab, laboratory, and social services.

MISSION: BCMH partners with patients to educate, coordinate, treat, and manage the health of the community.

VISION: To improve the well-being of the community.

CORE VALUES: PREACT- Patients First, Respect, Excellence, Accountability, Compassion, Teamwork

ROLE IN THE COMMUNITY: BCMH educates the community, coordinates care, and treats and manages disease.

1. CALL TO ORDER: The meeting of the Baraga County Extended Care Corporation (BCECC) Board of Trustees was called to order at 1615 by Michael Koskinen on October 20th, 2025. The meeting was held at the Baraga County Memorial Hospital in L'Anse, MI.

ROLL CALL OF MEMBERS:

Shirley Youngren

Michael Koskinen

Carla Engle

Carole LaPointe

Deanna Foucault

Carole Hokkanen

Kathy Hokenson

PRESENT:

Rob Stowe CEO BCMH

Emily Dault LHNA RN BSV

Chrissie Majurin DON BSV

RECORDER: Jennifer Kuivinen BOM BSV

2. ADOPTION OF AGENDA:
 - a. A motion was made to approve the agenda by Carole LaPointe and seconded by Mrs. Youngren. - all approved.
3. MINUTES APPROVAL:
 - a. Motion to approve October 2025 minutes by Kathy Hokenson, seconded by Carol Hokkanen. - all approved.
4. FINANCIAL REPORTS:
 - a. Financials were presented by Emily Dault.
 1. FY 2026 budget approval.
 2. Staff bonus for FY2026.
 - b. Motion to approve the financials was made by Carole LaPointe and seconded by Carole Hokkanen All approved.

- c. Motion to initiate a board resolution for an annual employee bonus, not to exceed \$50,000 and dispensed at Administrators' discretion. Motion initiated Carole LaPointe and seconded by Deanna Foucault. All approved.

ADMINISTRATOR'S REPORT:

Emily Dault Presented

1. State Update:

- For our annual survey that ended on 9/10/2025, our 2567 (statement of deficiency) was received on 9/23/25. Our plan of correction was submitted on 9/24/25 and is still pending approval due to the government shut down. We moved forward with our plan with a compliance date of 10/13/25.
2. Our maintenance department is almost complete with updating the nurse's station.
 3. Current census is 56. We were up to 58 earlier this month.
 4. Ring doorbells have been ordered to help with the door issues after hours.
 5. Room rate increase letters were sent out last week in September. 10% rate increases will be implemented on November 1, 2025, as planned.
 - a. A motion to approve the Administrator's Report was made by Carole LaPointe and seconded by Carol Hokkanen. See accompanying roll call vote. All approved.

6. NEW BUSINESS:

7. OLD BUSINESS:

- a. Union negotiations to be finalized in the upcoming week.
- b. Appointment of trustees to be reinstated at the upcoming BCMH board meeting.

8. PUBLIC COMMENTS:

9. ADJOURNMENT:

- a. Motion to adjourn was made by Mrs. Youngren and seconded by Kathy Hokenson. See accompany roll call.
- b. Session closed at 4:56pm.
- c. Respectfully submitted.

**TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN THE
2011 PUBLIC ACT 152,
THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**

WHEREAS, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;

WHEREAS, the three options are as follows:

- 1) Section 3 – “Hard Caps” Option – limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 – “80%/20% Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the government body;
- 3) Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by annual 2/3 vote of the governing body;

WHEREAS, the Baraga County Board of Commissioners has decided to adopt the annual Exemption option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED the Baraga County Board of Commissioners elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage for calendar year 2026.