

**BARAGA COUNTY BOARD OF COMMISSIONERS**

Regular Meeting

Monday, May 12, 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 – April 8, 2025
  4. **PUBLIC COMMENTS- Agenda Items Only**
  5. **TREASURER'S REPORT- INFORMATION ONLY – NO MOTION REQUIRED**
  6. **APPROVAL OF BILLS**
    - a. BCMH Trustee Per Diem- \$1,120.00 (April 2025)
    - b. Approval of County Commissioner and Department Bills, \$
    - c. Approval of Prepaid Bills, \$
    - d. Approval of Sheriff Dept. Commissary Checking Account, \$16,535.47
  7. **UNFINISHED BUSINESS**
  8. **ACTION ITEMS**
    - a. Sheriff Brogan, Camera Presentation
    - b. 911 Surcharge
    - c. 2025 Remonumentation, 2025 Contracts
    - d. Probate Court, staffing needs
    - e. The Nature Conservancy, Letter of Support
    - f. American Legion Post 444, Request for funds
    - g. BC Lake Trout Festival, Advertising Request
    - h. L'Anse Sentinel, Summertime Edition Advertisement
    - i. Middlebrook Litigation – Closed Session
  9. **REPORTS OF STANDING COMMITTEES**
  10. **INFORMATIONAL ITEMS**
    - BCMH Board of Trustees, Minutes
  11. **RESOLUTIONS**
  12. **COMMISSIONERS COMMENTS**
  13. **PUBLIC COMMENTS**
  14. **ADJOURNMENT**



18341 US Hwy 41 L'Anse, MI 49946

906-524-3300 [www.bcmh.org](http://www.bcmh.org)

**Board of Trustee Meeting Attendance - April 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 4-10-2025:**

Shirley Younggren	\$30.00
Jim Loman (online)	\$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
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**Regular Board Meeting of 4-15-25:**

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

# Checks Written 4/1/2025 to 4/30/2025

Printed 5/6/2025 10:34:55 AM

Number	Date	ID	Comment	Amount
2671	4/4/2025		12th Circuit Court	\$1000.00
2672	4/8/2025		97th District Court Baraga County	\$300.00
2673	4/11/2025		AK Athletic Equipment, Inc	\$3522.60
2674	4/11/2025		Pats Foods	\$113.51
2675	4/11/2025		Pepsi Cola of Houghton	\$1428.60
2676	4/11/2025		Baraga County Treasurer	\$123.97
2677	4/15/2025	3415	Colleen Gauthier	\$300.00
2678	4/17/2025	4827	TRAVIS MICHAEL RAJACIC	\$141.53
2679	4/19/2025		97th District Court Baraga County	\$300.00
2680	4/23/2025	3415	WILLIAM CONRAD GENSCHOW	\$3500.21
2681	4/27/2025		97th District Court Baraga County	\$500.00
2682	4/27/2025		97th District Court Baraga County	\$300.00
2683	4/27/2025		97th District Court Baraga County	\$500.00
2684	4/27/2025		97th District Court Baraga County	\$300.00
2685	4/27/2025		97th District Court Baraga County	\$100.00
2686	4/29/2025		97th District Court Baraga County	\$300.00
2687	4/29/2025		97th District Court Baraga County	\$300.00
2688	4/29/2025		97th District Court Baraga County	\$300.00
2689	4/30/2025		Baraga County Treasurer	\$3205.05
				\$16535.47



GRETCHEN WHITMER  
GOVERNOR

State of Michigan  
**STATE 911 COMMITTEE**  
LANSING

JEFF TROYER  
CHAIR

February 10, 2025

Dear County Coordinator:

The following communication has been sent to your County Clerk regarding county 911 surcharges.

Under MCL 484.1714(1)(g), the State 911 Committee (SNC) is required to provide notice to communication providers of the 911 surcharges in Michigan. This includes the counties' 911 operational surcharges and the state 911 fee.

MCL 484.1401b allows a county board of commissioners to assess up to \$0.42 a month by commissioner resolution.

If a county commission determines it is necessary for the county to enact a local surcharge that is more than \$0.42 per month **and** in excess of the monthly amount approved for the county by the Michigan Public Service Commission (MPSC) under U-15489, the voters of the county must approve the increased surcharge.

For an increase to be effective beginning July 1, 2025, the county must have a current ballot proposal that has been passed, validated, and submitted with the SNC-500 no later than May 15, 2025. **If the May 2025 date is missed, the next surcharge effective change date is July 2026.** Please refer to your county's legal counsel for details for proper county commission action to place a question on a local ballot.

*If the county is collecting a 911 surcharge between July 1, 2025, and June 30, 2026, based on a ballot proposal, **at a minimum**, that ballot proposal **must be valid** for at least **the entire collection period** between July 1, 2025, and June 30, 2026, on the statutory due date of May 15, 2025.*

To make the proper notice to the communication providers about the counties' 911 surcharges, please follow one of the options below:

1. Not collecting a local surcharge

If the county is **not** going to collect a local 911 operational surcharge between July 1, 2025, and June 30, 2026, please provide a letter to the State 911 Office **no later than 4 p.m. on Thursday, May 15, 2025**, stating the county will **not** be collecting the local 911 surcharge. Please upload with the electronic SNC-500 form in MiSNAP.

**Please use Template A for this option.**

2. Continue collecting a surcharge with no changes

If the county is going to **continue collection** of its current local 911 surcharge, with **no change** in the present amount, between July 1, 2025, and June 30, 2026, please provide a letter to the State 911 Office **no later than 4 p.m. on Thursday, May 15, 2025**, stating the county is going

Association of Public Safety Communications Officials • Commercial Mobile Radio Service • Department of Licensing and Regulatory Affairs  
Department of State Police • Deputy Sheriff's Association • Fraternal Order of Police • Michigan Association of Ambulance Services  
Michigan Association of Chiefs of Police • Michigan Association of Counties • Michigan Communications Directors Association  
Michigan Association of Fire Chiefs • Michigan Professional Firefighters Union • Michigan Public Service Commission • Michigan Sheriff's Association Michigan State  
Police Troopers Association • National Emergency Number Association • Telecommunications Association of Michigan • Upper Peninsula Emergency Medical Services  
• Members of the general public appointed by the Governor, Speaker of the House, and Majority Leader of the Senate

to continue collection of the local 911 surcharge with no change in its present amount. Please upload with the electronic SNC-500 form in MiSNAP.

**Please use Template B if collection is by County Commissioners' resolution or MPSC U-15489.**

**Please use Template C if collection is by ballot proposal.**

3. Changing a surcharge amount

If the county is going to **change** its local 911 surcharge, whether an increase or decrease, under either process set forth in MCL 484.1401b(1)(a) & (b), please do one of the following as appropriate:

- a) If the county is going to **change** its surcharge by **county board of commission resolution** to collect \$0.42 or less per month, or less than allowed under MPSC U-15489, a notarized or certified copy of the county commissioner's resolution setting the local monthly 911 surcharge and a completed SNC-500 form is required to be submitted electronically via MiSNAP. Both documents, the resolution, and the submitted SNC-500 must be received by the State 911 Office **no later than 4 p.m. on Thursday, May 15, 2025.**

**OR**

- b) If the county is going to change its current surcharge pursuant to **voter approval** to collect **more than \$0.42 per month**, please provide:
1. A copy of the clerk's certified ballot determination (that ballot must be valid at least until June 30, 2026).
  2. A notarized or certified copy of the county commissioner's resolution setting the local monthly 911 surcharge.
  3. A letter from the county confirming the 911 surcharge.
  4. A submitted electronic version of the SNC-500 form with supporting documentation in MiSNAP.

All four documents must be provided and received by the State 911 Office **no later than 4 p.m. on Thursday, May 15, 2025.**

**Please use Template D for this option.**

All documents are to be submitted electronically using MiSNAP.

Under MCL 484.1401b(7), the above information is due to the SNC **no later than 4 p.m. on Thursday, May 15, 2025**; however, if it is possible for the county to do so, earlier responses will be accepted and are encouraged. Failure to meet the May 15 deadline may result in the inability of the State 911 Office to notify the communication providers prior to the annual deadline and can adversely affect the collection of your county local 911 surcharge.

If you have any questions, please do not hesitate to contact Ms. Lyndsay Keith or at 517-375-4402.

Sincerely,



Amy Thomas  
State 911 Administrator  
Enclosures (4)

PROFESSIONAL SERVICES AGREEMENT  
2025 Grant  
Monumentation and Remonumentation

This AGREEMENT is made this 12th day of May, 2025 by and between the County of Baraga, L'Anse, MI 49946 and Chris Nielson (CHN Surveying) (SURVEYOR), 19582 McKinley Street, Hancock, MI 49930 (ADDRESS).

Section 1 - Scope of Work

1.1 Basic Services

1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as describe in Exhibit A which is attached to and made part of this AGREEMENT.

1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated thereunder and the Baraga County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on June 24, 1992.

1.1.3 The SURVEYOR, when feasible, shall obtain from public and private property owners or their agents written permission to enter their premises and perform the work described in this AGREEMENT.

1.1.4 The SURVEYOR will provide monthly written progress reports to the County by the 10th day of each month, supply any corner reports for presentation to the Peer Review Group, and attend meetings when the corner reports are reviewed.

1.1.5 Upon acceptance by the COUNTY the SURVEYOR will record corners using appropriate forms and pay the applicable fees.

1.2 Additional Services

The SURVEYOR may provide additional services upon request by the COUNTY related to the Survey and Remonumentation Act including but not limited to; preparation of State progress reports, grant application (s) and Plan amendments.

Section 2 - County Responsibilities

2.1 The COUNTY shall appoint a County Representative who shall be the COUNTY's agent in the performance of this AGREEMENT.

2.2 The COUNTY will provide the SURVEYOR access to all records in its possession pertaining to the work covered by this AGREEMENT.

2.3 The COUNTY shall promptly notify the SURVEYOR of any amendments to Act 345 or changes to the Administrative Rules promulgated thereunder which may affect the provision of services.

2.4 The COUNTY will provide, at its expense, caps and monument boxes which will be used in the research and monumentation of corners pursuant to this AGREEMENT.

### Section 3 - PAYMENT

3.1 The COUNTY will pay the SURVEYOR within 30 days of invoice for services rendered based on the fee schedule contained in EXHIBIT B, which is attached to and made part of this AGREEMENT.

### Section 4 - Term of Agreement

4.1 This AGREEMENT shall remain in full force and effect until December 31, 2025

4.2 The SURVEYOR agrees that time is of the essence of this AGREEMENT. The work described in Exhibit A shall be commenced promptly and shall be carried on with dispatch and in such manner as to be fully and completely performed on or before November 15, 2025.

4.3 If the SURVEYOR is unavoidably delayed in fulfilling the Contract due to reasons listed below, the SURVEYOR may, in writing, within 7 days following the date such cause or delay occurred, request an extension of time. Extensions approved shall be as the COUNTY adjudges to be just and reasonable. Reasons for extensions are:

Delay or suspension of work by COUNTY for causes other than negligence, faulty work, failure or refusal to carry out the provisions of the contract or the orders of the COUNTY. Delays due to unforeseen causes beyond the control and without the fault or negligence of the SURVEYOR, including but not restricted to: acts of God, acts of public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, labor dispute, or extraordinary delays in delivery of materials.

Section 5 - General Requirements. The SURVEYOR shall comply with the following general requirements.

5.1 The Surveyor agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but

not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.

5.2 The SURVEYOR and all of its subcontractors are responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The SURVEYOR and its subcontractors are responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work in this AGREEMENT and shall at all times carefully observe and comply with all rules, ordinances and regulations.

5.3 No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this AGREEMENT or any benefit that arises therefrom.

5.4 The SURVEYOR shall report to the State Contracting Office within five days after the end of each month that this AGREEMENT is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Are less than 62 years of age; and
- C. Performed services purchased by the State under the provisions of this AGREEMENT during the month.

No report is required for any month during which the SURVEYOR has no employee as described above assigned to work performed under the provisions of this AGREEMENT.

5.5 SURVEYOR shall at all times be an independent contractor and shall not be agent, employee, or representative of the COUNTY. SURVEYOR shall be solely responsible for the selection, supervision, and payment (including the provision of all fringe benefits and withholding of all taxes) of all employees and subcontractors of SURVEYOR necessary to accomplish the work. No such employee of the SURVEYOR shall be an agent of COUNTY.

Permits and Regulations. The SURVEYOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of work.

5.6 Insurance. Prior to commencement of the work, the SURVEYOR shall purchase and maintain during the term of the project such insurance as will protect SURVEYOR and the COUNTY from claims arising out of the work described in this contract and performed by the SURVEYOR, Subcontractor(s) or Sub-subcontractor(s) consisting of the following:

Workers Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of



the states in which work is conducted under this AGREEMENT; disability benefit laws, if any; or Federal Compensation Acts, if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

All premises and operations. Explosion, collapse and underground damage Contractor's Protective coverage for independent contractors or subcontractors employed by him. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carriers, though not necessarily in one policy.

Notice of Cancellation or Intent not to Renew. Policies will be endorsed to provide that at least 30 days written notice shall be given to the COUNTY of cancellation or of intent not to renew.

Evidence of Coverage. The COUNTY reserves the right to request complete Certificates of Insurance if deemed necessary to ascertain details of coverage.

Limits of Liability. The required limits for insurance coverage requested shall be not less than the following:

**Comprehensive General Liability**

Bodily Injury – Each Occurrence	\$500,000
Bodily Injury – Aggregate (Completed Operations)	\$500,000
Property Damage – Each Occurrence	\$100,000
Property Damage – Aggregate or Combined single limit	\$1,000,000

**Comprehensive Automobile Liability**

Bodily Injury	\$300,000
Property Damage or Combined single limit	\$100,000 \$1,000,000

5.7 Labor Laws and Ordinances. The SURVEYOR shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work and all the laws and requirements of the COUNTY regulating or applying to public improvements.

#### Section 6 – Arbitration.

All matters in dispute arising from this AGREEMENT shall be promptly submitted to arbitration upon demand by either party to the dispute. The SURVEYOR shall not delay the work because arbitration proceedings are pending, unless he shall have written permission from the COUNTY to do so and such delay shall not extend beyond the time when the arbitrators shall have an opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute.

No one shall be qualified to act as an arbitrator who has directly or indirectly any financial interest in the SURVEYOR or has any business or family relationship with the COUNTY or SURVEYOR. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.

#### Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

#### Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY.

#### Section 9 –

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of this AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this AGREEMENT.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

#### Section 10 –

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This

AGREEMENT may only be amended, supplemented, modified or cancelled by a duly executed, written instrument.

Section 11 –

The *Locus* of this AGREEMENT is Baraga County, Michigan. This AGREEMENT shall be interpreted in accordance with the laws of the State of Michigan.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

FOR THE COUNTY

FOR THE SURVEYOR

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

2025 REMONUMENTATION PLAN

T49N-R32W

CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

MARKER POSTS =23

MONUMENTS = 23

F1, F3, F5, F7

G1, G2, G3, G4, G5, G6, G7

H1, H3, H5

I3, I4, I5, I6

K3, K5

L1

M1, M2

TOTAL= 23 CORNERS

5 COMMON CORNERS: T50N-R32W

F13, G13, H13, L13, M13

2 COMMON CORNERS: T49N-R31W

A1, A2

1 COMMON CORNER: T50N-R31W

A13

TOTAL CORNERS TO BE MONUMENTED INCLUDING COMMON CORNERS

TOTAL = 23 Corners, 31 Records

Total Amount for Corners = \$27,359.65

2025 Grant  
Monumentation and Remonumentation

This AGREEMENT is made this 14th day of March, 2025 by and between the County of Baraga, L'Anse, MI 49946 and U.P. Engineers & Architects, Inc. (SURVEYOR), 100 Portage Street, Houghton, MI 49931 (ADDRESS).

Section 1 - Scope of Work

1.1 Basic Services

1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as describe in Exhibit A which is attached to and made part of this AGREEMENT.

1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated thereunder and the Baraga County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on June 24, 1992.

1.1.3 The SURVEYOR, when feasible, shall obtain from public and private property owners or their agents written permission to enter their premises and perform the work described in this AGREEMENT.

1.1.4 The SURVEYOR will provide monthly written progress reports to the County by the 10th day of each month, supply any corner reports for presentation to the Peer Review Group, and attend meetings when the corner reports are reviewed.

1.1.5 Upon acceptance by the COUNTY the SURVEYOR will record corners using appropriate forms and pay the applicable fees.

1.2 Additional Services

The SURVEYOR may provide additional services upon request by the COUNTY related to the Survey and Remonumentation Act including but not limited to; preparation of State progress reports, grant application (s) and Plan amendments.

## Section 2 - County Responsibilities

2.1 The COUNTY shall appoint a County Representative who shall be the COUNTY's agent in the performance of this AGREEMENT.

2.2 The COUNTY will provide the SURVEYOR access to all records in its possession pertaining to the work covered by this AGREEMENT.

2.3 The COUNTY shall promptly notify the SURVEYOR of any amendments to Act 345 or changes to the Administrative Rules promulgated thereunder which may affect the provision of services.

2.4 The COUNTY will provide, at its expense, caps and monument boxes which will be used in the research and monumentation of corners pursuant to this AGREEMENT.

## Section 3 - PAYMENT

3.1 The COUNTY will pay the SURVEYOR within 30 days of invoice for services rendered based on the fee schedule contained in EXHIBIT B, which is attached to and made part of this AGREEMENT.

## Section 4 - Term of Agreement

4.1 This AGREEMENT shall remain in full force and effect until December 31, 2025

4.2 The SURVEYOR agrees that time is of the essence of this AGREEMENT. The work described in Exhibit A shall be commenced promptly and shall be carried on with dispatch and in such manner as to be fully and completely performed on or before November 15, 2025.

4.3 If the SURVEYOR is unavoidably delayed in fulfilling the Contract due to reasons listed below, the SURVEYOR may, in writing, within 7 days following the date such cause or delay occurred, request an extension of time. Extensions approved shall be as the COUNTY adjudges to be just and reasonable. Reasons for extensions are:

Delay or suspension of work by COUNTY for causes other than negligence, faulty work, failure or refusal to carry out the provisions of the contract or the orders of the COUNTY. Delays due to unforeseen causes beyond the control and without the fault or negligence of the SURVEYOR, including but not restricted to: acts of God, acts of public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, labor dispute, or extraordinary delays in delivery of materials.

Section 5 - General Requirements. The SURVEYOR shall comply with the following general requirements.

5.1 The Surveyor agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.

5.2 The SURVEYOR and all of its subcontractors are responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The SURVEYOR and its subcontractors are responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work in this AGREEMENT and shall at all times carefully observe and comply with all rules, ordinances and regulations.

5.3 No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this AGREEMENT or any benefit that arises therefrom.

5.4 The SURVEYOR shall report to the State Contracting Office within five days after the end of each month that this AGREEMENT is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Are less than 62 years of age; and
- C. Performed services purchased by the State under the provisions of this AGREEMENT during the month.

No report is required for any month during which the SURVEYOR has no employee as described above assigned to work performed under the provisions of this AGREEMENT.

5.5 SURVEYOR shall at all times be an independent contractor and shall not be agent, employee, or representative of the COUNTY. SURVEYOR shall be solely responsible for the selection, supervision, and payment (including the provision of all fringe benefits and withholding of all taxes) of all employees and subcontractors of SURVEYOR necessary to accomplish the work. No such employee of the SURVEYOR shall be an agent of COUNTY.

Permits and Regulations. The SURVEYOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of work.

5.6 Insurance. Prior to commencement of the work, the SURVEYOR shall purchase and maintain during the term of the project such insurance as will protect SURVEYOR and the COUNTY from claims arising out of the work described in this contract and

performed by the SURVEYOR, Subcontractor(s) or Sub-subcontractor(s) consisting of the following:

Workers Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this AGREEMENT; disability benefit laws, if any; or Federal Compensation Acts, if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

All premises and operations. Explosion, collapse and underground damage Contractor's Protective coverage for independent contractors or subcontractors employed by him. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carriers, though not necessarily in one policy.

Notice of Cancellation or Intent not to Renew. Policies will be endorsed to provide that at least 30 days written notice shall be given to the COUNTY of cancellation or of intent not to renew.

Evidence of Coverage. The COUNTY reserves the right to request complete Certificates of Insurance if deemed necessary to ascertain details of coverage.

Limits of Liability. The required limits for insurance coverage requested shall be not less than the following:

Comprehensive General Liability

Bodily Injury – Each Occurrence	\$500,000
Bodily Injury – Aggregate (Completed Operations)	\$500,000
Property Damage – Each Occurrence	\$100,000
Property Damage – Aggregate or Combined single limit	\$1,000,000

Comprehensive Automobile Liability



Bodily Injury	\$300,000
Property Damage or Combined single limit	\$100,000 \$1,000,000

5.7 Labor Laws and Ordinances. The SURVEYOR shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work and all the laws and requirements of the COUNTY regulating or applying to public improvements.

Section 6 – Arbitration.

All matters in dispute arising from this AGREEMENT shall be promptly submitted to arbitration upon demand by either party to the dispute. The SURVEYOR shall not delay the work because arbitration proceedings are pending, unless he shall have written permission from the COUNTY to do so and such delay shall not extend beyond the time when the arbitrators shall have an opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute.

No one shall be qualified to act as an arbitrator who has directly or indirectly any financial interest in the SURVEYOR or has any business or family relationship with the COUNTY or SURVEYOR. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.

Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY.

Section 9 –

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of this AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this AGREEMENT.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

Section 10 –

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT may only be amended, supplemented, modified or cancelled by a duly executed, written instrument.

Section 11 –

The *Locus* of this AGREEMENT is Baraga County, Michigan. This AGREEMENT shall be interpreted in accordance with the laws of the State of Michigan.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

FOR THE COUNTY

FOR THE SURVEYOR

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

2025 UPEA REMONUMENTATION PLAN

T49N-R32W

CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

MARKER POSTS =22

MONUMENTS = 22

B1, B3, B5,  
C1, C2, C3, C4, C5, C6, C7  
D1, D3, D5,  
E1, E2, E3, E4, E5, E6, E7  
MC#5, MC#6

TOTAL= 22 CORNERS

4 COMMON CORNERS: T50N-R32W

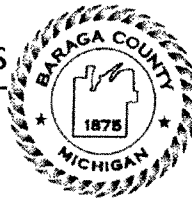
B13, C13, D13, E13,

TOTAL CORNERS TO BE MONUMENTED INCLUDING COMMON CORNERS

TOTAL = 22 Corners, 26 Records

Total Amount For Corners = \$26,170.35

Wendy J. Goodreau  
Clerk/Register of Deeds



Carrie Forcia  
Deputy Clerk

Anna Gaffney  
Deputy Clerk

Alex Helman  
Forest Project Manager  
220 W. Washington St., Suite 330  
Marquette, MI 49855

Re: Letter of Support  
NFWF Sustain Our Great Lakes Grant Program


Dear Alex,

The Baraga County Board of Commissioners is pleased to support The Nature Conservancy (TNC) grant proposal to the NFWF Sustain Our Great Lakes Grant Program 2025 entitled "Restoring Aquatic Connectivity and Habitat in the Upper Peshekee River Watershed." The restoration efforts are planned for locations on TNC's Wilderness Lakes Reserve in Baraga County.

This project will address degraded culverts and aquatic habitat issues in the Upper Peshekee River watershed. If the proposal is funded, TNC will repair failing or undersized crossings that present passage barriers to fish and aquatic species. TNC has experience in the management of culvert replacements, bridge installations, and restoring access to healthy habitat for fish throughout the Upper Peninsula.

The project goal of improving fish habitat and protecting water resources in the Upper Peshekee River watershed will have beneficial effects on the recreational and ecological potential downstream. Additionally, the entirety of the Wilderness Lakes Reserve property is open to the public through the Commercial Forest Program. We feel that the activities outlined in this proposal are aligned with some of the key goals of the Baraga County Recreation Plan 2023-2027.

Thank you for your consideration,

  
Brad Dakota, Chairman

BOARD OF COMMISSIONERS



James Niemela  
District 1

Brad Dakota  
District 2

Craig Kent  
District 3

William Menge  
District 4

Lee DeLeon  
District 5

# The American Legion



Foucault – Funke Post 444  
505 Superior Avenue, P.O. Box 160, Baraga, Michigan 49908  
**Rick Geroux** Commander

April 29, 2025

To Whom It May Concern:

The American Legion Foucault Funke Post 444 is preparing to place grave markers and American flags on all graves of local Veterans for Memorial Day this year.

Post #444 is asking for an annual donation of \$500.00 for flags, markers, wreaths and etc.

The Post takes care of the following cemeteries; Baraga, Pelkie, Assinins, Keweenaw Bay, Pinery and the Lost at Sea Memorial on US-41.

We could not do this without your greatly appreciated donation.

Thank You

American Legion Foucault Funke Post #444



March 18, 2025

Dear County of Baraga,

We are happy to be back planning the [Baraga County Lake Trout Festival](#), the organizing committee is ready to see everyone for the 17<sup>th</sup> Annual Festival to be held on [June 7<sup>th</sup>, 2025](#). Because of your generous donations we are able to keep this as a FREE family festival.

A few highlights of things to do at the festival are

- Kids Carnival Bouncy Houses
- Beach Volleyball Tournament
- L'Anse Fire Dept Run/Walk
- Coloring contest
- Fishing pond

Let's not forget about the vendors that will be there selling a wide variety of items.

Please help us continue the festival with your support. In return for your donation, you will be highlighted on our website, [www.laketroutfestival.com](http://www.laketroutfestival.com), our Facebook page and radio promotion during the festival.

Your donation to continue this festival is greatly appreciated.

The Baraga County Lake Trout Festival Committee

2024 Donation was \$200

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Please retain this letter as your receipt

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2025 Donation/Advertising \$ \_\_\_\_\_

Send to:  
L'Anse Fire Department  
101 N. Main Street, L'Anse MI 49946  
906-201-2659  
[www.laketroutfestival.com](http://www.laketroutfestival.com)

# BARAGA COUNTY

The people of Baraga County are very proud to live where such lovely scenery can be enjoyed throughout the year. They welcome you to an ideal place where you can enjoy nature's most beautiful blessings. Why not plan on visiting Baraga County on your next vacation.

2 S. Main Street L'Anse, MI 49946  
 Phone: 906.524.6100 Fax: 906.524.6432

INTERNET LINKS TO BARAGA COUNTY INFORMATION:  
 • keweenaubay.org  
 • midnr.com/Publications/pdfs/ForestsAndWater/Commercial\_Forest/Baraga.htm



Photo by Henry Hise

Some remnants of wood that helped to build the Ford Motor Company by furnishing the bodies of the Model T, still wash ashore at First Sands in Pequaming, preserved by the icy waters of Lake Superior.

communities of Baraga County, the ancestors of this bustling era, the sons and daughters, grandsons, and granddaughters of the lighthouse keepers, lumberjacks, miners, fishermen and proprietors, now are all that are left to bear testimony to the heritage that they seek to preserve. This is one of the many Cultural /Heritage sites to visit and enjoy in Baraga County. Explore the history, experience our present, and help us to create our future!

Graveyards of Native American and migrating persons are found throughout all of Baraga County, and in the townships and villages, only a few town halls, churches and housing developments remain of a time when large hotels, rooming houses and theaters once graced the

**James Niemela** **Lee DeLeon**  
**BARAGA COUNTY BOARD OF COMMISSIONERS**  
 Gale Litta Brad Dakota Craig Kent William Menge Chad Cichosz  
 District 1 District 2 District 3 District 4 District 5

## BARAGA COUNTY OFFICERS

Joseph O'Leary .....Prosecuting Attorney  
 Joe Brogan .....Sheriff  
 Wendy Goodreau .....County Clerk & Register of Deeds  
 Patrick Osterman .....Equalization Director  
 James D. Rautiola .....Superintendent of Copper Country ISD  
 Jill C. Tollefson .....Treasurer  
 Douglas J. Mills, P.E. ....Road Commission, Engineer/Manager  
 Hon. Nicholas Daavettila .....District Judge  
 Hon. Timothy S. Brennan .....Probate Judge

→ Elizabeth Anderson

\$126.75

Was 114.00  
 Last year

# MINUTES:

## BARAGA COUNTY MEMORIAL HOSPITAL BOARD OF TRUSTEES MEETING

Tuesday, March 18th, 2025 5:00 PM - BCMH Main Conference Room (ABCD)

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

**Admin/Guests:** Rob Stowe, Gail Jestila, Kelly Engle, Gregg Fisher, Tom VanEss, Bill Menge, Sue Ingram

### 1. Call to Order – Beer

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

### 2. Approval of Consent Agenda \*\* - All

Motion: Wadaga, Second: Younggren - All in favor, motion carried

### 3. Approval of Minutes

- a. Board Briefing of February 13th , 2025\*
- b. Closed Session of February 13th, 2025\*
- c. Board of Trustees Meeting of February 18th, 2025\*

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

### 4. Medical Staff –Beer

- a. Medical-Dental Staff Meeting Minutes of February 12th , 2025\*\*

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

- b. Medical-Dental Staff Executive & Credentials Committee

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

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

### 5. Financial Update - Jestila

- a. Approval of February 2025 financial statements\*\*

Ms. Jestila presented the February financial statements to the board, reporting \$57,634 in net income for the month and \$12.1 million in cash on hand. Several departments showed significant growth compared to the same period last year (first five months): Respiratory Therapy is up 48%, Hospice up 38%, Wound Care up 37%, Pain Management up 67%, and Radiology up 9%.

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

*Consent Agenda Item \**

*Action Item \*\**

*To be distributed at meeting \*\*\**



## **6. Bayside Update - Jestila**

- a. Approval of January 2025 Bayside financial statements\*\*
- b. Approval of February 2025 Bayside financial statements\*\*

Ms. Jestila presented the January and February Bayside Village financial statements to the board. January net income was \$74,468 with year-to-date net income at \$322,493 and a census of 57.

For February, net income was \$47,000, bringing year-to-date net income to just under \$370,000. Operating cash totaled \$733,000. Bayside has made four of their \$30,000 payments to us and remains on track. They continue to work through Medicaid billings. The February census was 56, with a year-to-date average of 57.

Mr. Stowe attended the Bayside Board meeting last night and provided an update. Bayside is planning to replace one of their boilers, an estimated \$10,000 expense, and is working to keep the project local. They are also exploring options for a larger transport bus or a wheelchair-accessible van and are in the process of gathering quotes. The hospital is also evaluating transportation needs and is checking with the insurance company to explore the possibility of sharing a van with Bayside Village. Our transportation program continues to grow rapidly.

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

## **7. MNA Negotiations - Stowe**

We have not yet met with the MNA nursing union for negotiations due to scheduling challenges. However, we now have four dates tentatively scheduled: April 16th and 17th, with two additional days planned for the following week.

## **8. Wound Care Update - Peltola**

Mr. Stowe provided an update on the Wound Care program. A finalist for the Program Director position recently toured the facility. He is currently working as a Med-Surg nurse and has a lot of management background and prior wound care experience.

## **9. Physician Group Update - Van Ess**

We have signed Payton Holma as a Physician Assistant and she will begin in September. Dr. McBride has also signed, and we will begin looking for clinical and office space to accommodate his clinic visits.

Our PCMH site review was recently completed, and we passed with flying colors. We've set several goals to prepare for our fall review in October.

Dr. Prentice will be returning from maternity leave on March 31st.

We had an ACO meeting this afternoon. CVS, which acquired our ACO two years ago, sold it to Wellvana in early March. The meeting focused on upcoming changes related to the transition from CVS to Wellvana.

Mr. Stowe added that he and Tom VanEss were contacted by leadership at UP Health System Marquette, who expressed interest in a lease-back arrangement to utilize our new surgeon. We plan to enter into discussions with them. We also heard from the Surgical Center, which is interested in having the surgeon spend time there as well. Additionally, we spoke with Dr. Calderone at the KBIC clinic and agreed to meet with them first to discuss their surgical needs before continuing discussions with Marquette.

#### **10. Ontonagon Update - Stowe**

Ontonagon continues to support us, although the numbers dipped a little this month. They accounted for 12.7% of ER visits and 16% of inpatient admissions.

#### **11. Quality Update –Peltola**

Mr. Stowe provided an update in Todd Peltola's absence, sharing that since the last board meeting, we pursued a Joint Commission clarification review regarding the pharmacy citation. We partnered with a third-party organization that certifies new pharmacies, and they confirmed that we are in compliance.

#### **12. 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

#### **13. Other**

Mr. Stowe shared that we have a new hire who accepted a Health Unit Coordinator (HUC) position. He also holds a degree in social media and currently manages social marketing for UPAWS. In addition to his HUC role, he will be assisting with our social media content.

#### **14. Public Comment**

Bill Menge shared that he was surprised by the high volume of patients he saw when he was visiting the hospital one day.

#### **15. Next Meeting: Tuesday, April 15th, 2025 5:00pm –BCMh Main Conference Room**

#### **16. Adjournment –Beer**

Ms. Beer adjourned the meeting at 5:22 pm.

Motion: Younggren, Second: Wadaga - 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:** PRACT- Patients First, Respect, Excellence, Accountability, Compassion, Teamwork

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