

BARAGA COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Tuesday, October 13, 2026-5:00 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 – September 14, 2026 and Special Meeting – September 28, 2026
- 4. PUBLIC COMMENTS- Agenda Items Only**
- 5. TREASURER'S REPORT**
- 6. APPROVAL OF BILLS**
 - a. BCMH Trustee Per Diem- \$1,120.00 (September 2026)
 - b. Approval of County Commissioner and Dept. Bills, \$
 - c. Approval of Prepaid Accounts, \$
 - d. Approval of Sheriff Dept. Checking Account, \$6,344.19
- 7. UNFINISHED BUSINESS**
- 8. ACTION ITEMS**
 - a. Equalization Department, Apportionment 2026
 - b. FOIA, appeal
 - c. Sheriff Department, Deputies & Corrections Union, LOA for FY2027 raises
 - d. FY2027 Raises, Magistrate and Probation Officer
 - e. Parks and Recreation, Point Abbaye Phase III Payment #2
 - f. Personnel Handbook, addition of holiday
 - g. Courthouse & Grounds, advertise for snow removal bids
- 9. REPORTS OF STANDING COMMITTEES**
- 10. INFORMATIONAL ITEMS**
 - a. BCMH Board of Trustees, Minutes
- 11. RESOLUTIONS**
- 12. COMMISSIONERS COMMENTS**
- 13. PUBLIC COMMENTS**



18341 US Hwy 41 L'Anse, MI 49946

906-524-3300 www.bcmh.org

Board of Trustee Meeting Attendance - September 2026

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 09-10-2026:

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
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Regular Board Meeting of 09-15-2026:

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

Fund Checks Written 9/1/2026 to 9/30/2026

Printed 10/5/2026 10:51:30 AM

Number	Date	ID Comment	Amount
2944	9/1/2026	Stellar Services	\$332.60
2945	9/2/2026	97th District Court Baraga County	\$300.00
2947	9/6/2026	97th District Court Baraga County	\$300.00
2948	9/9/2026	97th District Court Baraga County	\$300.00
2949	9/18/2026	Stellar Services	\$1770.64
2950	9/18/2026	Pepsi Cola of Houghton Inc	\$899.20
2951	9/28/2026	97th District Court Baraga County	\$100.00
2952	9/28/2026	97th District Court Baraga County	\$300.00
2953	9/29/2026	Baraga County Treasurer	\$1490.33
2954	9/29/2026	Baraga County Treasurer	\$367.94
2955	9/29/2026	Stellar Services	\$183.48
			<u>\$6344.19</u>

**FORMAL FOIA APPEAL AND REQUEST FOR
INDEPENDENT REVIEW AND EVIDENCE PRESERVATION**

Date: September 18, 2026

To: Brad Dakota, Chairman, Baraga County Board of Commissioners
CC: Sheriff Joe Brogan; County Clerk Wendy Goodreau
From: Lance Dunn

Re: September 17, 2026 response by Undersheriff David Miller to my September 14 FOIA/Public Records Request and Evidence Preservation Notice

Chairman Dakota:

This letter constitutes a formal appeal of the portions of Undersheriff David Miller's September 17 response denying access to requested records. I am also asking Sheriff Brogan and Baraga County to take prompt action concerning preservation, witness identification, and independent review of evidence related to my September 8–10 detention in the Baraga County Jail.

I am asking for review outside Miller's control because Miller is personally involved in events that are themselves the subject of my evidence and records requests. His involvement includes both the handcuffing that resulted in injuries to my wrists and his later decision preventing contemporaneous photographic documentation of physical evidence at the jail. Further, Miller has demonstrated a blatant intention to suppress documentation of what he was expressly informed was evidence.

1. Miller's personal involvement and the need for independent review

When the judge found me in contempt and ordered that I be taken into custody on September 8, Miller personally handcuffed me. The cuffs were painfully tight. I told him that the cuffs were too tight and asked him to loosen them—not remove them, only loosen them. They were not loosened. I continued complaining about the cuffs during transport and after arrival at the jail until they were removed. After removal, I asked a sheriff's deputy to photograph my wrists because there were deep, blood-red depressions in both wrists. The deputy took at least four photographs.

The current transcription of the court audio records Miller acknowledging after I was taken from the courtroom that the cuffs were too tight. Those wrist photographs and any restraint, transport, receiving-room, or related records are therefore evidence concerning conduct in which Miller personally participated.

Miller was also personally involved in a separate evidence-preservation issue after my release on Thursday, September 10.

On Wednesday, September 9, I asked a corrections officer to look at the window of the cell in which I had been confined. The window was covered with my dried spit resulting from my efforts to clear pepper spray from my mouth after I had been sprayed in the eyes, nose, and

mouth. I asked the officer, "You do see spit all over the window, right?" He replied, "Yes." His demeanor was friendly, pleasant, and cooperative.

After my release at approximately 8:30 a.m. on September 10, I again spoke with the same corrections officer. I told him I wanted photographs of the window because it was evidence and asked him to make sure it was not cleaned while I attempted to obtain permission to photograph it. He agreed. I also asked his name, and he gave it to me in a friendly manner.

I then encountered Miller at the courthouse approximately 20 minutes after my release. I specifically told Miller that the condition of the window was evidence and that I wanted to photograph it. Miller told me, "It's too late because cells are cleaned immediately after they're vacated." I told him that the window had not been cleaned because I had just asked the corrections officer to preserve it and the officer had agreed. Miller then told me that I would not be permitted to take photographs inside the jail. I replied, "But that's evidence." Miller replied, "You can't take the pictures."

At that point Miller knew that the physical evidence still existed, knew that I had expressly identified it as evidence, knew that a corrections officer had agreed to preserve it, and consciously denied my request to document it.

Approximately ten minutes after leaving Miller, I returned to the jail to tell the officer that he no longer needed to preserve the window because the undersheriff had said I could not take pictures. The officer's demeanor had changed markedly from the friendly and cooperative manner he had displayed in my prior interactions with him over the preceding two days. I was speaking calmly and quietly. I asked for his name again and for paper and pencil so I could write it down. In a stern tone he said, "No," and then warned me that if I did not leave I would "get in trouble."

Any communication between Miller and that corrections officer during this short interval is potentially very important. The inquiry should determine whether Miller communicated with that officer; exactly what was communicated; whether Miller directed or requested that the window be cleaned; whether he specified when it should be cleaned or communicated any urgency that it be cleaned immediately or before I returned; when any cleaning instruction was issued; when the window was actually cleaned; who cleaned it; and who authorized or directed the cleaning.

These facts demonstrate why Miller should not participate in decisions concerning the preservation, identification, review, or disclosure of evidence or records relating to this matter.

2. September 14 request, delayed response, and categorical denials

I emailed Miller the FOIA request and Evidence Preservation Notice on Monday, September 14, at 10:14 a.m. and specifically requested confirmation that he had received the email and both attachments. After more than two days without confirmation or response, I escalated the matter on September 16 by resending the materials to Sheriff Brogan and copying Chairman Dakota and Miller. Less than 24 hours later, Miller responded at approximately 1:06 p.m. on September 17.

Miller's response states that interior video, including cells and booking areas, will be withheld under MCL 15.243(1)(c). It also denies staff schedules, rosters, assignments, and "personnel identities" under MCL 15.243(1)(b)(vi), (u), and (y). I appeal those denials.

3. Identification of witnesses and preservation of recollections

My request for personnel identities is directed primarily toward identifying specific people who participated in or witnessed completed events involving me. I intend to have relevant witnesses interviewed independently while their recollections remain fresh.

Those witnesses include the corrections officer who acknowledged the spit-covered window and agreed to preserve it; the deputy who transported me and photographed my wrists; the officer involved in the pepper-spray incident; the female corrections officer involved with my medication; the overnight corrections officer who observed the spit-covered window and asked me, "Why did you spit all over my window?"; personnel involved in my repeated requests concerning my rights and access to a lawyer; the jail supervisor whom I asked to speak with at least three times but was never notified was available to speak; personnel involved in my release; and the inmate who delivered four meals to my cell and heard me repeatedly state that I was not going to eat.

I am therefore requesting records sufficient to identify these specific witnesses. The need to identify and interview witnesses to completed events is materially different from seeking disclosure of security plans, future staffing patterns, deployment information, passwords, access procedures, or other operational security information.

Miller's response identifies no individualized factual basis for concluding that disclosure of any of these specific witnesses' identities would endanger personnel or impair jail security. I ask that each requested identity be reviewed individually.

4. Interior video and the jail recording system

I also appeal the categorical denial of interior video.

If the jail video system creates reviewable recordings, footage could provide objective evidence of several important events, particularly the pepper-spray incident and its aftermath. During my detention I asked a corrections officer whether the jail video system produced a reviewable video file. He responded, "not to my knowledge." Whether that statement was accurate should be determined, together with what correction officers are trained or expected to know about the system's recording capability, retention, and use following incidents.

Records identifying the video system, whether relevant cameras record, the retention or overwrite period, and any footage depicting the relevant events should be preserved immediately. I request individualized review of responsive video and production of all reasonably segregable nonexempt material.

5. Time-sensitive need for action

This matter is time-sensitive. Important evidence consists not only of documents and electronic records but also of human recollection. The relevant corrections officers, other jail personnel, and the inmate meal-delivery witness need to be identified promptly so their recollections can be obtained while the events remain recent.

Prompt preservation is also important for any electronic evidence subject to routine retention, overwrite, deletion, or replacement.

6. Requested action

I request the following actions:

1. That Chairman Dakota treat this letter as my formal FOIA appeal of Miller's September 17 denials concerning personnel identities and interior video.
2. That Sheriff Brogan ensure that Miller does not participate in decisions concerning the preservation, identification, review, or disclosure of evidence or records relating to this matter.
3. That all potentially relevant evidence be preserved immediately, including jail and courthouse video; wrist photographs and metadata; use-of-force/pepper-spray records; restraint, transport, and receiving records; medical and medication records; meal and meal-refusal records; records relating to my requests concerning rights, legal access, and a jail supervisor; communications concerning my evidence requests; and communications involving Miller and the corrections officer who agreed to preserve the window.
4. That records sufficient to identify the relevant corrections officers, jail personnel, supervisor, and inmate witness be produced promptly so that relevant witnesses can be interviewed independently while their memories remain fresh.
5. That an independent inquiry determine whether Miller communicated with the corrections officer who agreed to preserve the window after my courthouse conversation with Miller; what was communicated; whether any instruction was given to clean the window; whether any urgency or timing was specified; when the window was cleaned; who cleaned it; and who directed or authorized the cleaning.
6. That the County provide an individualized review and explanation for any personnel identity or video record that remains withheld, including the particular factual and statutory basis asserted and whether reasonably segregable portions can be disclosed.
7. That the County provide the detailed fee itemization and best-efforts production-time estimate contemplated by Baraga County's published FOIA procedures before requiring the requested \$76.50 deposit, together with the specific date by which the remaining FOIA response will be completed.
8. That the County clarify Miller's statement that certain categories of records are not maintained or possessed, including whether responsive records exist under another reasonably known description or are maintained by another governmental office, contractor, communications provider, or records custodian.

Please confirm receipt of this appeal and advise me promptly what actions will be taken concerning preservation, independent review, witness identification, and the remaining FOIA response.

Lance Dunn

Letter of Understanding and Agreement

Between

Baraga County

And

The Police Officers Labor Council

Representing

The Baraga County Road Patrol Deputies

This Letter of Understanding and Agreement is made by and between the parties, BARAGA COUNTY, (hereinafter referred to as the "Employer") and the POLICE OFFICERS LABOR COUNCIL (hereinafter referred to as the "UNION"). The parties understand and agree as follows:

That the party's 2025-2028 Collective Bargaining Agreement provides for a wage reopener in years 10-1-2026 and 10-1-2027 of the contract.

The parties have agreed to resolve the wage reopener for 10-1-2026 as follows:

Appendix A- WAGES shall be amended to reflect the following wage changes:

1. Amending wages, paid retroactively to 10-1-2026, of 2% per hour across the board.
2. Wages for 10-1-2027 will be reopened and re-evaluated no later than 90 days prior to 10-1-2027.

All other terms and conditions contained within the CBA shall remain the same and in full force and effect.

Wage scale 10-1-2026:

APPENDIX "A" **WAGE SCALES**

- a. Beginning 10-1-2026 Wages shall increase 2% across the board

Job classification

Full-Time Certified Deputy	\$30.07
Full-time Non-certified Deputy	\$28.09
Part-time Employee	\$26.47
Part-Time MCOLES Cert	\$30.07

- b. No less than 90 days prior to 10-1-2027 the Parties shall meet to bargain wages and compensation in a re-opener for year 2027.

Part-time certified MCOLES employees shall receive the same rate of pay as a full-time certified deputy.

Employees promoted to the rank of Sergeant shall receive a rank differential of 5% above the certified deputy pay.

This Letter of Understanding and Agreement is understood and agreed to, by and between the parties on the date and year written below.

For the Employer:

Brad Dakota

Chairman

Date: _____

Joe Brogan

Sheriff

Date: _____

For the Union:

Chris Watts

POLC Business Agent

Date: _____

Michael Griffin

Union Steward/President

Date: _____

Letter of Understanding and Agreement

Between

Baraga County

And

The Police Officers Labor Council

Representing

The Baraga County Corrections Deputies

This Letter of Understanding and Agreement is made by and between the parties, BARAGA COUNTY, (hereinafter referred to as the "Employer") and the POLICE OFFICERS LABOR COUNCIL (hereinafter referred to as the "UNION"). The parties understand and agree as follows:

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Wage scale 10-1-2026:

APPENDIX "A"
WAGE SCALES

- a. Beginning 10-1-2026 Wages shall increase 2% across the board

Job classification:

Corrections

Starting wage	\$24.92
After 1 year	\$25.53
After 2 years	\$26.76
After 3 years	\$27.34

- b. No less than 90 days prior to 10-1-2027 the Parties shall meet to bargain wages and compensation in a re-opener for year 2027.

This Letter of Understanding and Agreement is understood and agreed to, by and between the parties on the date and year written below.

For the Employer:

Brad Dakota

Chairman

Date: _____

Joe Brogan

Sheriff

Date: _____

For the Union:

Chris Watts

POLC Business Agent

Date: _____

Austin Santti

Union Steward/President

Date: _____

SANDERS & CZAPSKI ASSOCIATES, PLLC

ARCHITECTURE / LANDSCAPE ARCHITECTURE / HISTORIC PRESERVATION

October 7, 2026

Wendy Goodreau
Baraga County Clerk / Register of Deeds
2 South Main Street
L'Anse, MI 49946

Re: Campsite & Trail Expansion
Point Abbaye Natural Area
TF23-0082

Dear Wendy,

Please find attached the Contractors Certificate and Application for payment #3 for the Point Abbaye Project. Based on our review of the application and the physical completion of the work we recommend that the County take the appropriate action to approve payment to WR Construction for the amount of \$117,861.48.

If this meets with your approval, please sign and return to our office.

Respectfully,



Bill Sanders, ASLA
Landscape Architect / Principal

Enclosure: Certificate and Application for Payment #3 – Point Abbaye

Cc: WR Construction

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO OWNER:

Baraga County
L'Anse, MI 49946

PROJECT: Pl Abbaye Natural area

APPLICATION NO: PR 03

PERIOD TO: 9/07/26-10/04/2026

Distribution to:

☒ OWNER☒ ARCHITECT☐ CONTRACTOR

FROM CONTRACTOR:

WR Construction, LLC
420 Cherry St
Negaunee, MI 49866
CONTRACT FOR Y 23145

VIA ARCHITECT: Sanders Czapski Associates

105 County Lane
Marquette, MI 49855

File No:

CONTRACT DATE: 7/15/2026

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		\$	353,406.22
2. Net change by Change Orders		\$	7,151.20
3. CONTRACT SUM TO DATE (Line 1 + 2)		\$	360,557.42
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$	249,257.20
5. RETAINAGE:			0
a. 10 % of Completed Work (Column D + E on G703)	\$	24925.72	
b. % of Stored Material (Column F on G703)	\$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	224,331.48	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	106,470.00	
8. CURRENT PAYMENT DUE	\$	117,861.48	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	136,225.94	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$7,151.20	\$0.00
TOTALS	\$7,151.20	\$0.00
NET CHANGES by Change Order	\$7,151.20	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

WR Construction, LLC

By:



Date:

10/6/26

State of: Michigan
Subscribed and sworn to before me this
Notary Public: *Melissa Taggart*
My Commission expires: 05/06/2028

County of: Marquette
16th day of October 2026

MELISSA TAGGART
Notary Public, State of Michigan
County of Marquette
My Commission Expires May, 06, 2028
Acting in the County of Marquette

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

117,861.48

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:



Date: 10/7/2026

By: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION, AIA, ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents' Authenticity from the Licensee.

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 F 2

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: PR 03
APPLICATION DATE: 10/1/2026

Contractor's signed certification is attached.

PERIOD TO: 10/4/2026

In tabulations below, amounts are stated to the nearest dollar.

PROJECT NO: PR Abbaye Natural Area

Use Column I on Contracts where variable retainage for line items may apply.

Use Column I on Contracts which contain change orders.										
A ITEM NO.	B DESCRIPTION OF WORK	C UNITS	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)		
1	Type 1 Trail includes restoration	4,992	\$97,943.04	\$32,500.00	\$32,000.00	\$0.00	\$64,500.00	65.85%	\$33,443.04	
2	Type 2 Trail includes restoration	508	\$27,589.48	\$9,050.00	\$10,000.00	\$0.00	\$19,050.00	69.05%	\$8,539.48	
3	Boardwalk	260	\$76,870.91	\$13,750.00	\$15,000.00	\$0.00	\$28,750.00	37.40%	\$48,120.91	
4	Camp Shelters	2	\$50,272.00	\$15,500.00	\$30,000.00	\$0.00	\$45,500.00	90.51%	\$4,772.00	
5	Picnic Sites	1	\$7,480.00		\$3,580.00	\$0.00	\$3,580.00	47.86%	\$3,900.00	
6	Parking Lot	1	\$43,024.79	\$32,000.00	\$0.00	\$0.00	\$32,000.00	74.38%	\$11,024.79	
7	Vault Toilet	1	\$38,226.00	\$0.00	\$38,226.00	\$0.00	\$38,226.00	100.00%		\$1,500.00
8	Interpretive sign	1	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%		
9	Bonds	1	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100.00%		
10	Mobilization	1	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%		
11	CO #01 Additional class II sand	1	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%		
12	CO #02	1	\$2,151.20	\$0.00	\$2,151.20	\$0.00	\$2,151.20	100.00%		
13				\$0.00	\$0.00	\$0.00	\$0.00			
14				\$0.00	\$0.00	\$0.00	\$0.00			
15				\$0.00	\$0.00	\$0.00	\$0.00			
16				\$0.00	\$0.00	\$0.00	\$0.00			
17				\$0.00	\$0.00	\$0.00	\$0.00			
18				\$0.00	\$0.00	\$0.00	\$0.00			
19				\$0.00	\$0.00	\$0.00	\$0.00			
20				\$0.00	\$0.00	\$0.00	\$0.00			
21				\$0.00	\$0.00	\$0.00	\$0.00			
22				\$0.00	\$0.00	\$0.00	\$0.00			
23				\$0.00	\$0.00	\$0.00	\$0.00			
24				\$0.00	\$0.00	\$0.00	\$0.00			
25				\$0.00	\$0.00	\$0.00	\$0.00			
26				\$0.00	\$0.00	\$0.00	\$0.00			
27				\$0.00	\$0.00	\$0.00	\$0.00			
28				\$0.00	\$0.00	\$0.00	\$0.00			
29				\$0.00	\$0.00	\$0.00	\$0.00			
30				\$0.00	\$0.00	\$0.00	\$0.00			
GRAND TOTALS			\$360,557.42	\$118,300.00	\$130,957.20	\$0.00	\$249,257.20		\$111,300.22	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

ARTICLE 20
HOLIDAYS

20.1: Full time regular employees are entitled to compensation for the holidays determined by the Baraga County Board of Commissioners.

20.2: When a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated on the following Monday. A department with operating hours on a Saturday or Sunday shall celebrate the holiday on the actual day it occurs.

20.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

Paid holidays include the following:

New Year's Day

Good Friday

Labor Day

Thanksgiving Day

Christmas Day

Martin Luther King Day

Memorial Day

Columbus/Indigenous Peoples' Day

Day after Thanksgiving

New Year's Eve Day

President's Day

Independence Day

Veteran's Day

Christmas Eve Day

MINUTES:

BARAGA COUNTY MEMORIAL HOSPITAL BOARD OF TRUSTEES MEETING

Tuesday, August 18th, 2026, 5:00 PM - BCMH Main Conference Room (ABCD)

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

Absent: Burt Mason

Admin/Guests: Rob Stowe, Gail Jestila, Kelly Engle, Gregg Fisher, Kathleen Lynch, Todd Ingram, Sue Ingram, Thomas Van Ess

1. Call to Order – Beer

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

2. Approval of Consent Agenda ** - All

It was noted that the date of the next Board meeting was incorrect and was corrected to September 15, 2026. A motion was made by Loman and seconded by Wadaga to approve the Consent Agenda as amended. All were in favor, and the motion carried.

3. Approval of Minutes

- a. Board Briefing of July 16th , 2026*
- b. Closed Session of July 16th, 2026*
- c. Board of Trustees Meeting of July 21st, 2026*

4. Medical Staff –Beer

- a. Medical-Dental Staff Meeting Minutes of July 8th, 2026**

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

- b. Medical-Dental Staff Executive & Credentials Committee

- i. Medical Staff Appointments, Reappointments, and Deletions of August 2026** - Belpedio

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

5. Appointment of Home Health and Hospice Administrator - Stowe

Stowe introduced Kathleen Lynch, who shared a little about herself and her background with the Board. Stowe then requested a formal resolution appointing Lynch as the new Administrator of BCMH Home Health and Hospice.

A motion was made by Wadaga and seconded by Younggren to approve the appointment of Kathleen Lynch as Administrator of BCMH Home Health and Hospice. All were in favor, and the motion carried.

*Consent Agenda Item **

*Action Item ***

*To be distributed at meeting ****

6. Winkler Building Update - Stowe

An EDC meeting was held today, and the group is ready to move forward with a formal Letter of Intent. Stowe will be meeting with Jerry Wuornema to deliver the letter and begin moving forward with the next steps.

7. Mobile Unit Update - Stowe

There has been a lot of activity surrounding the mobile unit. Listening sessions were held in Michigamme, Kenton and Ontonagon, with good attendance and strong support for the mobile unit in all three communities. Approximately 75 people attended the Ontonagon session, while Michigamme and Kenton each had around 25 attendees, with Kenton drawing a slightly larger crowd.

A meeting is planned with the owner of the pharmacy in Ontonagon, who has expressed interest in having the mobile unit park at his location. Documentation has also been signed to allow the engineer to begin designing the storage building for the mobile unit.

8. Financial Update - Jestila

May and June financials were also reviewed. Cash remains around \$9.2–\$9.3 million. June ended with a net loss of approximately \$470,000, which included expenses related to the Mindray equipment purchase and other equipment, purchased services and software costs. An additional \$74,000 in HRA funds was also received during the month. Year-to-date expenses through June were approximately \$24.5 million, with a year-to-date loss of approximately \$1.6 million.

May gross patient revenue was \$5.29 million, with expenses of \$3.27 million and a net loss of approximately \$348,000 for the month. Lab and Surgical Services had their best months in June, while Radiology, ER, Acute Care and DME had strong months in July. Gail will follow up with Jess to review the settlement.

A motion was made by Wadaga and seconded by Loman to approve the financials as presented. All were in favor, and the motion carried.

9. Bayside Update - Dault

Jestila presented the June and July financials for Bayside Village. July ended with a profit of approximately \$47,000, with a year-to-date net loss of approximately \$78,000. July occupancy was 95%, with an average census of 56. Payer mix remains typical, with approximately 79% Medicaid and 17% private pay.

Revised June financials were also presented, showing a loss of approximately \$36,000. June occupancy was 99%, with a census of 59.

A motion was made by Wadaga and seconded by Younggren to approve the Bayside financials as presented. All were in favor, and the motion carried.

10. Wound Care Update - Van Ess

Wound Care continues to get busier. Over the past month, the team has been working closely with Homeward Health to prepare for providing wound care services on the mobile unit. The Homeward Health team was onsite last week and met with Jeff Dauphinais and the Wound Care staff to discuss scheduling and staffing needs.

11. Physician Group Update - Van Ess

- a. **Dr. Menge** – Continues to have a full schedule and is performing more surgeries.
- b. **Dr. McBride – KBIC** – Dr. McBride held a clinic at KBIC today. The hope is that patient volume will continue to increase at that location.
- c. **Dr. Daya** – Has been out of the country for the past couple of weeks and is expected to return next week. Discussions are also underway regarding providing cardiology services on the mobile unit.
- d. **Dr. Tuma** – Started August 10 and continues to get settled in. He has been working on the floor this week to become oriented to the inpatient unit and is scheduled to work there for three weeks.
- e. **Dr. Stillwell** – Also started August 10.
- f. **GYN** – A final decision from the GYN recruit is expected by the end of the week.
- g. **CRNA Discussion** – Stowe shared that discussions are ongoing with a CRNA who currently has a busy pain management program. One option being considered is using General Radiology Room 2 for pain procedures.

12. Oracle Update - Van Ess

The Oracle project is getting down to crunch time. The past two weeks were focused on integration testing, which went well.

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, Wound Clinic
- e. Director of Ancillary Services Report*: Imaging, Laboratory, Therapies
- f. Director of Quality Management Report*: Maintenance, Housekeeping, Dietary, HIPAA/Risk

14. Other - None.

15. Public Comment - None.

16. Next Meeting: September 15th, 2026, 5:00pm –BCMh Main Conference Room

17. Adjournment –Beer

Ms. Beer adjourned the meeting at 5:34p.m.

Motion: Younggren, Second: Wadaga - All were in favor, and the 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.