

October 25, 2016

The regular meeting of the Otsego County Board of Commissioners was held at the County Building at 225 West Main Street, Room 100, Gaylord, Michigan. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Ken Glasser, followed by the Pledge of Allegiance led by Mary Sanders.

Roll Call:

Present: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

The motion to approve the Groen/Sklarczyk Lease has been removed from the consent agenda and placed under new business.

Consent Agenda:

Motion to approve the Regular minutes of October 11, 2016 with attachments. Ayes: Unanimous. Motion carried.

Motion to advance \$120,000 to the HUD Grant Fund (Fund 233) to assist with payment on projects, set up as a short-term due to/due from loan from the Delinquent Tax Fund (fund 516), to be repaid in full as reimbursements are received from the Michigan Strategic Fund. Ayes: Unanimous.

Motion to approve the appointment of Steven Rollins to the Veterans Affairs Board to a term ending December 31, 2020. Ayes: Unanimous. Motion carried.

Committee Reports:

Motion by Commissioner Paul Beachnau, seconded by Commissioner Robert Harkness, to approve the University Center Management Agreement. Ayes: Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Julie Powers-Gehman. Motion carried. (See attached)

Administrator's Report:

John Burt reported the Courthouse doors and windows are installed and almost complete; dog park gravel path; Iron Belle Trail Grant going well; land use services possible fee reduction; burned out home, redemption period has passed and notification has been sent to the lending unit.

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers-Gehman, to approve the Courthouse Restoration FY 2016 budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Ken Glasser, to approve the Contingency Fund/Capital Projects FY 2016 budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Department Head Report:

Diann Axford reported on the Treasurer's office, 100 parcels went to auction only 23 sold.

City Liaison, Township and Village Representative: None.

Correspondence: None.

New Business:

Motion by Commissioner Doug Johnson, seconded by Commissioner Robert Harkness, to approve the Groen/Sklarczyk Lease. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Douglas Johnson, seconded by Commissioner Paul Liss, to approve the October 18, 2016 Warrant in the amount of \$217,040.41 Ayes: Unanimous. Motion carried.

Motion by Commissioner Bruce Brown, seconded by Commissioner Julie Powers-Gehman, to approve the October 25, 2016 Warrant in the total amount of \$311,252.55. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Doug Johnson, to approve the agreement with Georgia Pacific as presented. Ayes: Unanimous. Motion carried. (see attached)

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Erma Backenstose attended the MTA meeting held at Bagley Township.

Commissioner Paul Liss had no report.

Commissioner Bruce Brown attended the ribbon cutting ceremony at the Wolverine Power Company.

Commissioner Paul Beachnau attended the Pigeon River Advisory meeting, concerns about legislation that allows motorized vehicles in forests; presentation from the State regarding Beech disease; attended a meeting at the Wolverine Power headquarters, commented on the cooperation from our County during their project.

Commissioner Julie Powers-Gehman had no report.

Commissioner Robert Harkness reported on the NEMCOG meeting.

Commissioner Doug Johnson had no report.

Commissioner Ken Borton attended the MAC regulatory affairs meeting, explained the process of scoring grants applications; Attended North Michigan Counties Association meeting, Enbridge provided an update.

Meeting adjourned at 10:21 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk

**AGREEMENT BETWEEN KIRTLAND COMMUNITY COLLEGE
AND OTSEGO COUNTY FOR OPERATING AND MAINTAINING
THE OTSEGO COUNTY UNIVERSITY CENTER/GAYLORD**

September 7, 2016

This Agreement (the "Agreement") is between and among the County of Otsego, Michigan (the "County" and the "Commissioners"), organized and existing under the constitution and law of the State of Michigan, and Kirtland Community College ("Kirtland" or "College"), a community college district organized under Act 331 of the Public Acts of Michigan of 1966, as amended. Kirtland is a governmental public community college accredited by the Higher Learning Commission.

IN CONSIDERATION OF THE MUTUAL AGREEMENT CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

PURPOSE OF THE AGREEMENT

Under the provisions of this Agreement, the County hereby contracts with Kirtland to operate the University Center-Gaylord Facility ("UC") located at the County's J. Richard Yuill Alpine Center Complex.

TERMS AND AMENDMENT

TERMS

This Agreement contains the entire understanding and agreement of the parties regarding the subject matter contained herein.

DURATION

The terms of this Agreement shall commence January 1, 2017 and continue until the end of the working day on December 31, 2020.

EXTENSION

The terms of this Agreement shall be automatically extended, unless otherwise modified in accordance with the terms set forth herein and upon approval of the Kirtland/UC combined millage in 2020, or prior to that date, by the electorate to provide tax support for Kirtland to continue the management of the UC. Such an automatic extension shall be for the duration of the millage renewal. Further, this Agreement also may be extended for such durations as the parties may mutually agree upon in writing.

AMENDMENT

The terms and conditions of this Agreement, as provided herein, may be amended at any time during its period of effectiveness by the express mutual written consent of the parties who are then bound by the terms hereof.

OTHER AGREEMENTS

This Agreement has no effect on the agreement between the County and Kirtland regarding the operations of M-TEC or to any other of Kirtland's operations. Such other agreements and contracts remain fully operational and effective, without amendment through this Agreement, except as expressly provided herein.

RESPONSIBILITIES OF KIRTLAND UNDER THE AGREEMENT

CITIZEN INPUT THROUGH THE GOVERNANCE ADVISORY BOARD

1. The responsibilities of the Governance Advisory Board ("GAB"), currently providing citizen input to Kirtland regarding M-TEC operations, are hereby expanded to include providing citizen input on UC operations.
2. Membership of the current GAB is hereby increased to include those members of the former UC board who choose to participate. If they choose not to participate, the College, based on the recommendations of the GAB, may choose to fill or not to fill the position to achieve a membership of 16 to 20 members.
3. Membership of the GAB will consist of 16 to 20 members by Kirtland as follows:
 - 2 members from the Otsego County Board of Commissioners or the County Administrator.
 - Remaining members shall represent a broad variety of interests in Otsego County to include but not limited to those banking and financial services, medical, manufacturing, independent business owners, and education.
4. Two members of the Kirtland Board of Trustees will serve as liaisons to the GAB.
5. Non-Otsego County residents may serve on the GAB if they are a member of the existing GAB or University Center Board on the date of signing of this agreement, or if approved by both the GAB and Kirtland Board.
6. Meetings of the GAB will be conducted quarterly or as needed.
7. The GAB shall:
 - A. Make recommendations and evaluations regarding programming and services to be provided by Kirtland at the UC (as well as MTEC).
 - B. Make recommendations regarding the establishment of rental policy, fee charges, contacts and other issues as requested by Kirtland.
 - C. Provide input into the UC budget.
 - D. Represent and serve as an ambassador for the UC in the public.
 - E. Establish and maintain its own bylaws and operational procedures.
 - F. Undertake other responsibilities as requested by Kirtland administration and the Board of Trustees related to the operations of M-TEC and the UC.

EDUCATIONAL PROGRAMS AT UC

1. Kirtland will offer academic programming and educational services at the UC considering the needs of the public and the college and the resources available.
2. Kirtland will honor existing collaborative agreements with Universities that choose to rent facilities and offer courses and programs for the betterment of the public, and it will facilitate new collaborative agreements with universities to the extent that its policies and budget will allow.

3. The programs and services provided at the UC under this contract may be integrated with the services Kirtland provides at its M-TEC location with the goal of improving the efficiency of the College and the UC and to provide better educational and other services.
4. Kirtland will provide general education transfer courses and other courses using the spaces available in the University Center as the market demands.
5. Kirtland will provide noncredit community education courses of general interest to the community to the extent funding is available.
6. All academic programs offered at the UC by Kirtland will be the property of Kirtland.
7. This Agreement is not applicable to Kirtland's existing early middle college programs to be offered at M-TEC nor will it impose any limit on Kirtland's ability to establish early middle college programs with any school districts that request the establishment of early middle college partnerships.
8. Kirtland will continue to provide dual enrollment courses and programs to area high school students and schools as they request and as provided by the laws or administrative rules of the State of Michigan.
9. Kirtland will not use the UC facilities to support a charter school, public school academy, private school, or other similar program.

EDUCATIONAL/STUDENT SERVICES AT UC

1. Educational/student services available at M-TEC will be available at the UC to the extent that the budget will allow.
2. The organizational structure of staff and faculty will be designed to optimize the educational programs offered and meet the standards of accrediting agencies.
3. Kirtland will provide staffing to counsel/advise students on academic/educational issues.
4. Coordinate the leasing of the rentable space in the UC.

BUDGETING

- Prior to the beginning of its fiscal year, Kirtland will establish a budget for the UC and present it to the County for review (the County's budget starts in January). The budget for all operations at Kirtland is normally approved by the Kirtland Board at a June meeting with the fiscal year beginning July 1.
- Kirtland administration will seek the input of the GAB for the development of the budget.
- The budget for the UC will be considered an auxiliary enterprise of Kirtland and will be available to the public on the College's web site.
- A copy of the UC budget shall be provided to the County annually within 30 days of its adoption by the Board of Trustees. Kirtland shall notify the County of amendments to the UC budget within 30 days of adoption.
- Kirtland shall give an annual update on operations and budget to the County at a regular County Board meeting.
- Kirtland shall attest to the completeness and accuracy of all financial information related to its management of the UC.
- The budget will be presented in the format used by the College using standard governmental accounting procedures.

FINANCIAL AUDITING AND REPORTING

- Kirtland will conduct an annual audit of all College operations including management of the UC using the services of an accounting firm that performs audits of governmental units.
- All audit reports shall be made available on the College's web site and a copy of relevant audit information concerning the UC shall be presented to the County by the College.
- To the extent that the County requests additional audit information beyond that which is customary to Kirtland's audit process will be paid for by the County.

USE OF UC REVENUES

- All revenues raised by rental of UC facilities, taxes levied for UC purposes, and fees, tuition and charges related to educational programming sited at the UC shall be used as follows:
 1. Operations of the UC, including utilities, maintenance costs for equipment, maintenance of the building (interior and exterior); all personnel costs associated with the operations.
- Kirtland shall allocate administrative costs of the UC to the budget of Kirtland's main campus.
- UC-budgeted funds not expended by the end of the given fiscal year shall become the property of the College. Funds received through the UC millage can only be used as allowed in the millage language.

UNIVERSITY CENTER ADVERTISING

Kirtland will include in the UC budget provisions for advertising the UC programs and services.

USE OF UNIVERSITY CENTER SPACE

The County shall provide use of the University Center space to Kirtland for uses allowed by this Agreement, at no charge to Kirtland, for the duration of this Agreement.

IN-DISTRICT RATES

County residents shall receive in-district tuition rates for on-site classes/programs provided by Kirtland at the UC. Other educational institutions offering classes and operating programming at the UC shall set their own tuition rates, and those rates may or may not reflect a similar beneficial tuition rate for County residents.

MAINTENANCE AND REPAIR OF THE FACILITIES

Kirtland shall at all times during the term of this Agreement, keep the UC facilities [and grounds] in good condition and repair, and shall make all necessary and desirable repairs, restorations and replacements, both, foreseen or unforeseen, and shall use all reasonable precautions to prevent waste, damage or injury.

County and UC will allow Kirtland use of existing UC chairs, tables, equipment, and other furnishings at no charge. Kirtland shall maintain furnishings referenced above from proceeds of the UC millage. Furnishings shall remain property of Otsego County.

Kirtland shall allocate enough funds in the budget to maintain in good repair and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the sidewalks, parking areas, yards, plantings, and curbs in front of and adjacent to the premises.

CAPITAL IMPROVEMENT PLAN

Kirtland, as tenant, and the County, as owner, will meet annually to develop a plan for capital improvement of the UC fixed assets. As part of this meeting the County will conduct a facilities assessment to verify the condition of the building, grounds, and equipment and provide that assessment to the College. Each entity will review and will vote on approval of the annual capital improvement plan. Upon depletion of the County's UC fund, Kirtland shall be solely responsible for all alterations/repairs of the UC facility using funds dedicated to the UC or the future joint facility.

PERSONNEL

Other than personnel and staff of other educational institutions providing programming and/or classes at the UC, all personnel and staffing at the UC and premises on the payroll of Kirtland shall be deemed to be employees of Kirtland.

NAME OF THE FACILITY

With advice of the GAB, the College may choose to create a new name and logo for the UC that reflects ownership of the facility by the public and a partnership with Kirtland.

LIABILITY INSURANCE

Kirtland, at its expense, shall provide comprehensive/commercial, general liability insurance protecting the Board of Trustees, the GAB, and their respective agents, officers and employees.

EMERGENCY OPERATIONS CENTER

Kirtland will continue to provide space on the premises of the UC for County-wide emergency operations and the location of related safety equipment along with necessary access to such equipment.

COUNTY USE OF UC SPACES.

Kirtland will continue to provide space on the premise of the UC, at no charge, for County-wide emergency operations and the location of related safety equipment and allow access to such equipment.

County Government and County agencies shall have free access to UC facilities for meeting purposes, which access shall be scheduled and coordinated in advance with Kirtland in accordance with Kirtland's established scheduling policies. The County will pay for food or extra security services as needed.

UC DIGITAL SIGN

The UC digital sign will remain the property of the County, while Kirtland will operate the sign solely for the purpose of advertising educational opportunities in Otsego County and for other like public announcements. Kirtland will not charge a fee to those placing advertisements on the UC digital sign.

RESPONSIBILITIES OF THE COUNTY UNDER THE CONTRACT

COLLECTION AND TRANSFER OF TAX REVENUES FOR OPERATIONS PRIOR TO RECEIPT OF 2019 LEVY. (Note: tax receipts of the December 1, 2019 levy will be received in early 2020).

The County shall collect the current tax levy associated with the UC, pay the debt service for the outstanding bonds for the UC building, pay reasonable and customary property insurance costs for the building and remit the remainder of the proceeds to Kirtland as follows: Prior to March 1st, and as soon as such taxes as have been received by the County Treasurer, such funds shall be deposited in accordance with applicable Michigan Law, and On May 1st, or as soon thereafter as the County Treasurer receives such taxes from the delinquent tax revolving fund, the balance of such taxes.

COLLECTION AND TRANSFER OF TAX REVENUES FOR OPERATIONS FROM TAX LEVIED THAT ARE LEVIED AFTER THE DECEMBER 1, 2019 TAX LEVY, PENDING THE APPROVAL OF A MILLAGE TO SUPPORT UC OPERATIONS.

The County will collect and remit to the College the tax monies levied and collected pursuant to the voter-approved ballot.

UCMAN

The internet services provided by the UCMAN organizational structure will remain the responsibility of the County. The County reserves the right to utilize spaces dedicated to the location of UCMAN equipment as of the date of this Agreement, which spaces are designated on the drawing attached as Exhibit A. Kirtland will keep intact the spaces for UCMAN equipment at the UC.

EXISTING RESTRICTED AND UNRESTRICTED FUND BALANCES

Existing UC fund balances will remain the property of the County and will be used as set forth in the Capital Improvement Plan section.

ASSETS

All existing capital assets of the UC will remain the property of the County, other than the loose furnishings and equipment to be acquired by Kirtland pursuant to the bill of sale described herein.

ALTERATIONS AND REPAIRS TO BE PAID FOR BY KIRTLAND

Upon approval of the County, Kirtland may make such alterations, changes, additions or improvements in or to the interior or exterior of the premises. Alterations and improvements to the building shall be the property of the County upon dissolution of this Agreement.

PROPERTY INSURANCE FOR THE BUILDING AND ITS CONTENTS

The County shall provide property insurance, which shall cover all real and personal property on the UC premises, on a 100% replacement cost basis, and which insurance shall be funded by tax monies collected for the UC-related elector-approved millage. Subsequent to the passing of a new millage providing support to Kirtland for the management of the UC, the property insurance will be paid by Kirtland from the elector approved millage.

ACCREDITING AGENCIES

Upon request, the County will provide information to Kirtland's accrediting agencies.

GENERAL AGREEMENTS AND RESPONSIBILITIES OF BOTH ENTITIES

OPERATIONAL INTEGRITY

The County covenants and agrees with Kirtland, subject to the performance by Kirtland of all of the terms, covenants, and conditions of this Agreement to permit Kirtland to manage and operate the UC for the County. In the furtherance of that duty, Kirtland may employ such persons in such capacities as it deems advisable and may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the UC. Further, Kirtland, with approval of the Board of Trustees or through established policies, shall have the authority, power, and ability to obtain, lease, purchase, acquire or transfer, sell, or dispose of its purchased equipment as is necessary to carry out its duties and obligations as set forth in this Agreement.

CONTRACTING

Kirtland, with the approval of the Board of Trustees or through established policies, shall have the exclusive authority to enter into contracts or agreements for services as deemed necessary to carry out its obligations to the citizens of Otsego County.

INSPECTION

Without notice and at reasonable times of the day, the County, through its officers, employees or agents, may enter upon the premises at any time during the term of this Agreement for the purpose of inspecting the premises and determining whether Kirtland is complying with the covenants, terms, and conditions of this Agreement.

EVENTS AND REMEDIES OF DEFAULT

EACH OF THE FOLLOWING SHALL CONSTITUTE AN EVENT OF DEFAULT:

1. Any representation or warranty made by either party in this Agreement, or which is contained in any certificate or other document delivered at any time pursuant to this Agreement proves to have been false, incorrect or incomplete in any material respect when made or deemed to be made.
2. Kirtland fails to satisfy or perform any covenant or duty contained in this Agreement or in any certificate or other document delivered pursuant to this Agreement for thirty (30) days after written notice thereof shall have been given to Kirtland by the County, as set forth herein.
3. Kirtland files a petition in bankruptcy, insolvency, dissolution or for reorganization or arrangement under the laws of the United States or of any state, or voluntarily takes advantage of any such law, or act, or is dissolved, (voluntarily or involuntarily) or makes an assignment for the benefit of creditors.
4. If involuntary proceedings under any bankruptcy law or insolvency act or for the dissolution of a corporation are instituted against Kirtland, or if a receiver or trustee is appointed for all or substantially all of the property of Kirtland, and such proceedings

If to the County: County of Otsego
225 West Main Street
Gaylord, MI 49735
Attn: Otsego County Administrator

SEVERABILITY

If any one or more of the provisions contained in this Agreement or any document, instrument or Agreement required pursuant to this Agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired. The document shall be read as if the provision or provisions are null, void, non-existent, and severed from this Agreement.

GOVERNING LAW

This Agreement, and the rights and obligations of the parties under this Agreement, shall be governed by, construed, and interpreted in accordance with the laws of the State of Michigan.

CAPTIONS

The captions contained in this agreement are for convenience, for reference only and shall not limit or define the provisions of this Agreement, or affect the interpretation or construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

Kirtland Community College

By: _____

Thomas Quinn

Its: President

By: _____

MaryAnn Ferrigan

Its: Board Chair

COUNTY OF OTSEGO

By: _____

Kenneth Borton

Chairman, Otsego County Board of Commissioners

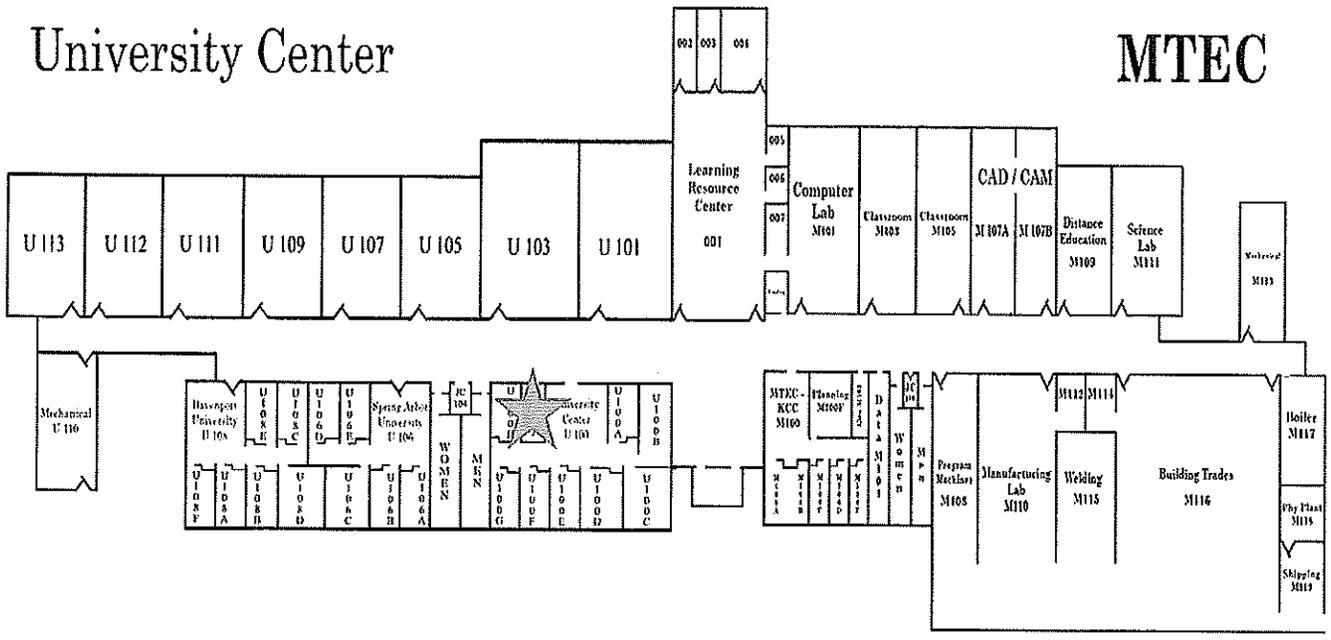
By: _____

James Hilgendorf

Interim Director of the University Center/Gaylord

Exhibit A

Emergency Operations Center and UCMAN equipment designated with a blue star.





OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: G.F. Contingency/Capital Projects

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION To pay for a heating/cooling system for Road Patrol

REVENUE

| Account Number | Decrease | Increase |
|--|-----------|-----------|
| 499-050-699.030 Other Source - Transfers | \$ | \$ 4,800 |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| Total | \$ | \$ |

EXPENDITURE

| Account Number | Increase | Decrease |
|---|-----------|-----------|
| 499-901-970.300 Property-Improvements | \$ 4,800 | \$ |
| 101-941-999.010 Contingency | \$ | \$ 4,800 |
| 101-970-999.000 Appropriation to Capital Projects | \$ 4,800 | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| Total | \$ | \$ |

Department Head Signature

Date

Administrator's Signature

Date

| Finance Department |
|--------------------|
| Entered: |
| By: |

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

Louis M. Groen Nature Preserve Property Lease Agreement

WHEREAS, County of Otsego (County) is the owner of property 021-017-100-005-05 in Charlton Township, Michigan containing the Louis M. Groen Nature Preserve; and

WHEREAS, Sklarczyk Seed Farm LLC (Sklarczyk) has in the past leased approximately 60 acres of land on said property from Louis M. Groen for the purpose of farming; and

WHEREAS, the interest of Louis M. Groen in said lease between Sklarczyk and Louis M. Groen was assigned to the County upon transfer of the property from Louis M. Groen to the County of Otsego; and

WHEREAS, Sklarczyk and the County of Otsego wish to continue a Lease Agreement.

Agreements

The County and Sklarczyk hereby enter into a Lease Agreement for the approximately 60 acres near the corner of M-32 and Gingell Road, currently farmed by Sklarczyk. Farm # 1287, 1289, and 1309. The Lease Agreement shall be in effect for a period beginning January 1, 2017 and continuing until December 31, 2018.

Sklarczyk shall pay the County of Otsego \$2,400 in both 2017 and 2018 for the use of the land show in orange on Attachment A. This annual payment shall be made by July 15th of each year of the lease.

In addition to the 60 acres referenced above, for the piece of land shown in blue and referred to as 'the neck' on Attachment A, Sklarczyk shall place 200# of potash for both 2017 and 2018 and will additionally maintain the area in alfalfa and clover in a mixture suitable for wildlife feed and shall cut the hay on the property, as well as the area immediately south, annually, following normally acceptable farming practices. Any profits derived from the sale of the hay shall be kept by Sklarczyk or his designee performing the work.

The County shall have the right, upon sixty (60) days written notice, to terminate this Lease Agreement for any reason. If this Lease Agreement is terminated, Sklarczyk shall deliver said land within sixty (60) days after written notice of termination from Otsego, provided, however, the County shall pay Sklarczyk fair value for said crops.

The County and its representatives shall have the right to enter upon said premises herein at reasonable times, and will have full use of the entranceway as needed for accessing the property.

Sklarczyk shall not sublease the property without the written consent of the Otsego County Board of Commissioners.

Sklarczyk shall be allowed to continue to have the said acres included with the rest of

his operations in on-going Natural Resources Conservation Service Conservation Stewardship Program, or any other similar programs that promote conservation management ideals and practices.

Sklarczyk will only use said property for farming purposes.

Sklarczyk will not remove any trees without the permission of the County. Individual branches may be trimmed should they interfere with normal farming operations.

Sklarczyk acknowledges the right of visitors and staff at the Louis M. Groen Nature Preserve to use the path/roadways bordering the leased property.

Sklarczyk will provide advanced notification to the Parks & Recreation Director or his/her designee at least 24-hours prior to any application of insecticides or pesticides during Nature Preserve hours of operation in order to minimize the negative impact on operations of the Nature Preserve. The County shall provide up-to-date contact information for Parks & Recreation contacts to Sklarczyk. Sklarczyk shall have the right to apply insecticides or pesticides outside of Nature Preserve hours of operation without prior approval.

Within 60 days of termination or ending of this Lease Agreement, Sklarczyk will seed the land into a hay field at no cost to the County, with Sklarczyk paying all costs. The seeding shall follow any recommendations of the Otsego County Conservation District and including meeting any recommended timelines on seeding.

All proceeds from this Lease Agreement will remain in a fund dedicated to the Louis M. Groen Nature Preserve to be used solely in conjunction with said property.

Entered into this ____ day of _____ 2016
between the County of Otsego and Sklarczyk Seed Farm LLC.

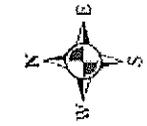
County of Otsego

Sklarczyk Seed Farm LLC

John Burt, County Administrator

ATTACHMENT A

LEASED AREA



Sklarczyk Lease Area

Scale: 1" = 900'

Date of Photography: Spring, 2014



AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2016 (the "Effective Date"), by and between **GEORGIA-PACIFIC LLC**, a limited liability company, and its direct and indirect subsidiaries (collectively, "GP") and **OTSEGO COUNTY, MICHIGAN**, a political subdivision of the State of Michigan ("the County").

WHEREAS GP owns approximately 760 acres of real property in Gaylord, Michigan located at 2212 Dickerson Road which is the site of a former particleboard facility closed by GP in 2006;

WHEREAS the former particleboard facility is the subject of that certain Otsego County Building Permit PB13-0070 between GP and the County pursuant to which GP razed the former particleboard facility to its concrete slab and foundation (the "Demolition Permit");

WHEREAS GP and the County have unresolved differences as to whether GP is obligated to remove concrete slabs and foundations at the property which is the subject of the demolition permit (the "Dispute"); and

WHEREAS GP and the County wish to fully and finally resolve the Dispute.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants and agreements herein contained, the adequacy and existence of which are hereby acknowledged, the parties agree as follows:

1. GP agrees to plant trees along Dickerson Road substantially, as agreed to by both parties, in accordance with the conceptual design prepared by the engineering firm Tetra Tech attached as Exhibit "A" (the "Landscaping Work"), all at GP's sole cost and expense. As weather permits, GP will conclude the planting by the end of 2016 or Spring of 2017.

2. In consideration of GP's agreement to undertake the Landscaping Work, the County agrees that, upon completion of the Landscaping Work in accordance with Exhibit A, GP is hereby released from all further obligations under the Demolition Permit and that the Dispute with GP is fully and finally resolved.

3. It is further understood and agreed that this Agreement is a full compromise and settlement of disputed claims and this Agreement is not to be construed as an admission of liability

4. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

5. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

6. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

7. This Agreement is shall be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Michigan.

8. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof

9. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

GP:

GEORGIA-PACIFIC LLC

By: _____
Name: _____
Title: _____

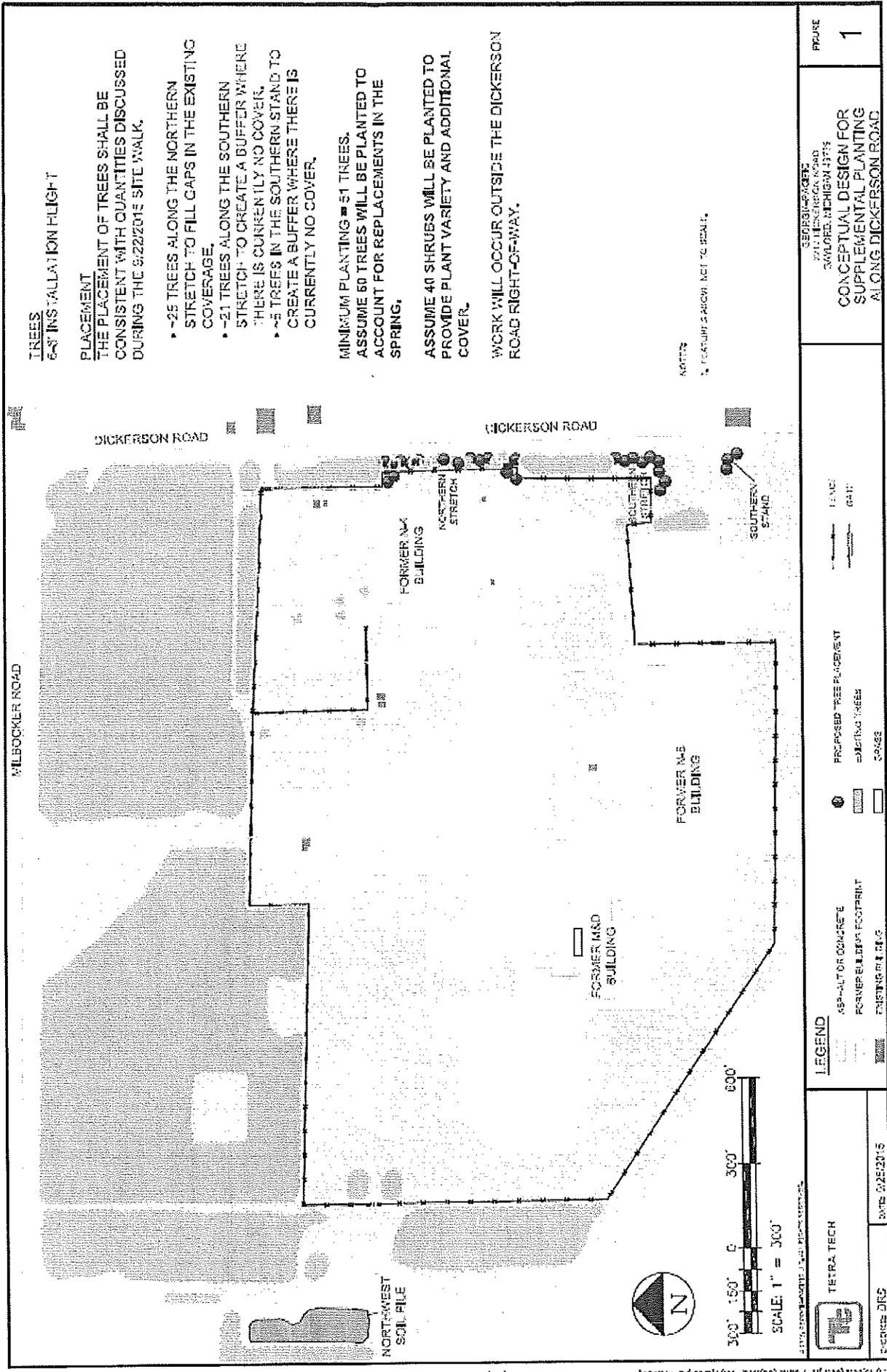
THE COUNTY:

OTSEGO COUNTY

By: _____
Name: _____
Title: _____

EXHIBIT A

[Tetra Tech Landscaping Work Plan
To be attached]



TREES
6-8" INS TALLATION HEIGHT

PLACEMENT
THE PLACEMENT OF TREES SHALL BE CONSISTENT WITH QUANTITIES DISCUSSED DURING THE 5/22/2015 SITE WALK.

- ~25 TREES ALONG THE NORTHERN STRETCH TO FILL GAPS IN THE EXISTING COVERAGE.
- ~21 TREES ALONG THE SOUTHERN STRETCH TO CREATE A BUFFER WHERE THERE IS CURRENTLY NO COVER.
- ~5 TREES IN THE SOUTHERN STAND TO CREATE A BUFFER WHERE THERE IS CURRENTLY NO COVER.

MINIMUM PLANTING = 51 TREES.
ASSUME 50 TREES WILL BE PLANTED TO ACCOUNT FOR REPLACEMENTS IN THE SPRING.

ASSUME 40 SHRUBS WILL BE PLANTED TO PROVIDE PLANT VARIETY AND ADDITIONAL COVER.

WORK WILL OCCUR OUTSIDE THE DICKERSON ROAD RIGHT-OF-WAY.

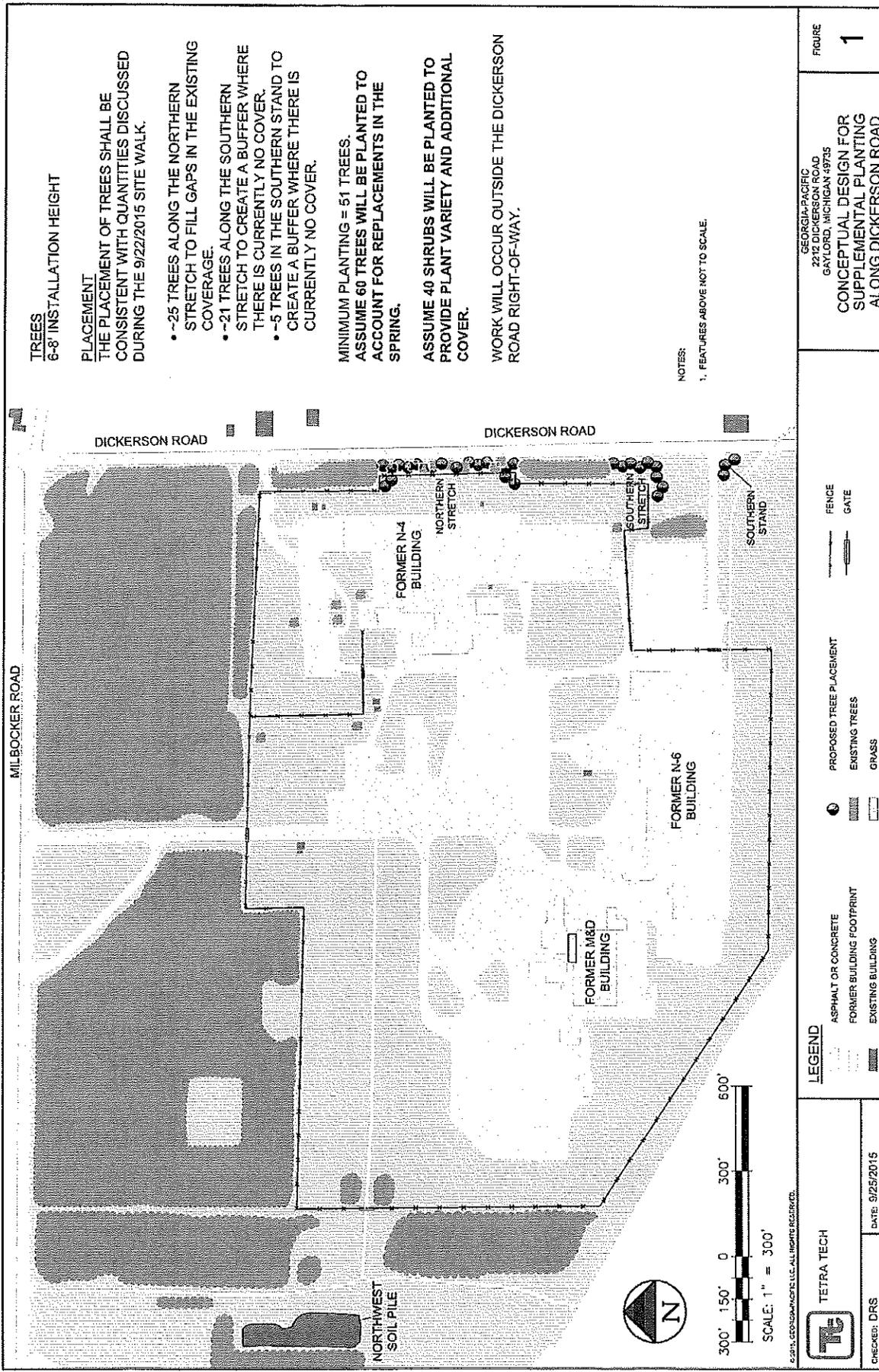
NOTES:
1. FEATURE ABOVE NOT TO SCALE.

GEORGIAN POWER
7111 LENOX ROAD
SAFORD, VIRGINIA 22135
**CONCEPTUAL DESIGN FOR
SUPPLEMENTAL PLANTING
ALONG DICKERSON ROAD**

LEGEND

- PROPOSED TREE PLACEMENT
- EXISTING TREE
- ASPHALT OR CONCRETE
- FORMER BUILDING FOOTPRINT
- EXISTING R.F.P.G.
- LINE
- GATE

TETRA TECH
DATE: 02/25/2015
DRAWN: JRS
PROJECT: 1



TREES
6-8' INSTALLATION HEIGHT

PLACEMENT
THE PLACEMENT OF TREES SHALL BE CONSISTENT WITH QUANTITIES DISCUSSED DURING THE 9/22/2015 SITE WALK.

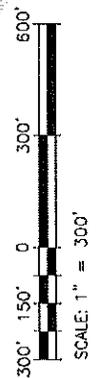
- ~25 TREES ALONG THE NORTHERN STRETCH TO FILL GAPS IN THE EXISTING COVERAGE.
- ~21 TREES ALONG THE SOUTHERN STRETCH TO CREATE A BUFFER WHERE THERE IS CURRENTLY NO COVER.
- ~5 TREES IN THE SOUTHERN STAND TO CREATE A BUFFER WHERE THERE IS CURRENTLY NO COVER.

MINIMUM PLANTING = 51 TREES.
ASSUME 60 TREES WILL BE PLANTED TO ACCOUNT FOR REPLACEMENTS IN THE SPRING.

ASSUME 40 SHRUBS WILL BE PLANTED TO PROVIDE PLANT VARIETY AND ADDITIONAL COVER.

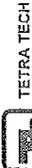
WORK WILL OCCUR OUTSIDE THE DICKERSON ROAD RIGHT-OF-WAY.

NOTES:
1. FEATURES ABOVE NOT TO SCALE.



LEGEND

- ASPHALT OR CONCRETE
- FORMER BUILDING FOOTPRINT
- EXISTING BUILDING
- PROPOSED TREE PLACEMENT
- EXISTING TREES
- GRASS
- FENCE
- GATE



TETRA TECH

CHECKED: DRS DATE: 9/25/2015

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GEORGIA PACIFIC
2292 DICKERSON ROAD
GAYLORD, MICHIGAN 49735

CONCEPTUAL DESIGN FOR
SUPPLEMENTAL PLANTING
ALONG DICKERSON ROAD

FIGURE

1