



Mission | We deliver lifelong learning opportunities to transform lives and enrich our communities.

Meeting Agenda

Monday, January 26, 2026
Timothy J. Nelson Innovation Center
Room 106/107

5:30 p.m. Regular Meeting

GENERAL BUSINESS

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Review of Agenda and Approval of Additions, Deletions, or Rearrangements
- E. Annual Meeting Business
 - i. Reading of Notice and Proof of Service
 - ii. Report of Secretary
 - iii. Report of Treasurer
 - iv. Verification of Residential Address
 - v. Conflict of Interest Disclosure Statement
 - vi. **Action Item:** Election of Officers
Nomination and election of officers by approved process.
 - vii. Regular Board Meeting Dates
Review proposed regular meeting dates and locations through June 2027 as presented.

REPORTS AND PRESENTATIONS

- F. East Bay Beach District Corridor Improvement Authority—
Claire Karner, Director of Planning & Zoning, East Bay Charter Township
Beth Friend, Supervisor, East Bay Charter Township
John Iacoangeli, Beckett & Raeder
- G. Extended Education and Training Annual Report—*Laura Stevens, Director*

PUBLIC INPUT

Each person wishing to address the Board during public comment must be present and shall provide their name, address, city, phone, and issue to be addressed on a form provided prior to the meeting. The topic addressed should be related to business within the jurisdiction of the Board. Forms will be collected and given to the Board Chair prior to the call for order.

Comments will be limited to (3) three minutes in length per speaker. The Board will take public remarks into consideration, but will not comment at the time of input.

UPDATES

H. President's Update—*Nick Nissley*

I. Board Chair Update

CONSENT ITEMS (Pursuant to Policy A-105.00 Consent Agenda Items)

These items will be adopted as a group without specific discussion. When approving the meeting agenda, any Board member may request that a consent agenda item be moved to the regular agenda for discussion or questions.

Recommend that the following items be approved:

- J. Minutes of the December 15, 2025, regular meeting and closed session
- K. Minutes of the January 22, 2026, study session
- L. Enrollment Report—*Todd Neibauer, Vice President for Student Services and Technologies*
- M. Financial Report—*Troy Kierczynski, Vice President of Finance and Administration*
- N. Investment Gains and Losses Quarterly Report—*Troy Kierczynski, Vice President of Finance and Administration*
- O. Public Relations, Marketing, & Communications—*Diana Fairbanks, Associate Vice President, Strategic Communications and Change Initiatives*
- P. Advancement Report—*Katharine Marvin, Vice President of Advancement*
- Q. Policy Committee—*Pam Horne, Committee Chair*
- R. Winter MCCA Board of Directors Meeting—*Pam Horne, Trustee Representative*

ACTION ITEMS

- S. **Sale of Boardman Lake Campus Real Property** (Pursuant to Policy A-106.00 Finance) Recommend authorization for administration to enter into the Purchase and Sale Agreement with the Grand Traverse Tribe of Ottawa and Chippewa Indians for the sale of the Boardman Lake Campus as presented, and to take all other actions and execute any additional documents necessary to complete the sale, under the condition that the net sale proceeds be placed into a Board-designated fund.
- T. **Welding Certificate Changes** (Pursuant to Policy A-106.00 Educational Services) Recommend the Welding Certificate Level I be discontinued and a Welding Certificate Level III be established, effective Fall 2026.

U. Special Liquor License (Pursuant to Policy A-160.00 Other)

Recommend authorization for administration to temporarily suspend NMC's liquor license in Lobdell's - A Teaching Restaurant to accommodate 45th Parallel Vines and Wines teaching seminars as presented.

V. Security Incident and Event Management Software (Pursuant to Policy A-106.00 Finance)

Recommend authorization of the purchase and contract agreement with SentinelOne in the amount of \$70,396.10 to complement our current cybersecurity tools to improve NMC's resilience to cyber attacks.

REVIEW OF FOLLOW-UP REQUESTS

Confirm requests made by the Board that Require administrative follow-up information to be provided to the Board at a later date.

ADJOURNMENT

Upcoming Board Meeting Dates:

All Board meetings are open to the public.

February 23, 2026 - Timothy J Nelson Innovation Center, Room 106/107

March 23, 2026 - NMC Hagerty Center, Room C

April 27, 2026 - Timothy J Nelson Innovation Center, Room 106/107

May 18, 2026 - Timothy J Nelson Innovation Center, Room 106/107 **Third Monday

June 22, 2026 - Timothy J Nelson Innovation Center, Room 106/107

Notice of Annual Meeting - 2026

1 message

Lynne Moritz <lmoritz@nmc.edu>

Mon, Jan 19, 2026 at 8:00 AM

To: Board of Trustees <boardoftrustees@nmc.edu>

Per [Board Policy A-100.00 Board of Trustees Bylaws](#) section 1.c.ii., this email is notification of the 2026 annual meeting of the Northwestern Michigan College Board of Trustees to be held each year during the first regular meeting held in January. The logistics of the meeting follow:

Date: Monday, January 26, 2026

Time: 5:30 p.m.

Location: Timothy J. Nelson Innovation Center, Room 106/107
1701 E. Front Street
Traverse City, MI 49686

Purpose: Annual Meeting, Regular Monthly Meeting

Lynne Moritz

Executive Director of the President's Office & Board Operations

FOIA Coordinator

President's Office

Tanis Building

(231) 995-1900



**Northwestern
Michigan College**



BOARD MEMBER ALERT: This email is not for interactive discussion purposes. The recipient should not forward it to any other individual or copy a reply to other board members.

Northwestern Michigan College
Board of Trustees
Annual Meeting
January 26, 2026
at Timothy J. Nelson Innovation Center
Room 106/107
1701 E. Front Street

Report of Secretary

The 2025 Northwestern Michigan College Board of Trustees Annual Meeting minutes were approved on February 24, 2025, and are available online at the [2025 Trustee Meeting Materials and Minutes website](#) along with all other regular meeting minutes.

Northwestern Michigan College
Board of Trustees
Annual Meeting
January 26, 2026
at Timothy J. Nelson Innovation Center
Room 106/107
1701 E. Front Street

Report of Treasurer

The annual financial audit for Northwestern Michigan College for the fiscal year ending June 30, 2025, was accepted by the NMC Board of Trustees on October 20, 2025, and is available online at the NMC Audit Reports website (<https://www.nmc.edu/departments/finance-administration/audits/files/audit-nmc-2025.pdf>).

NORTHWESTERN MICHIGAN COLLEGE

Board Meeting Dates January 2026 through June
2027

(Fourth Monday of each except where noted)

2026

January 26, 2026 – Timothy J. Nelson Innovation Center, Room 106/107

February 23, 2026 – Timothy J. Nelson Innovation Center, Room 106/107

March 23, 2026 – NMC Hagerty Center, Room C

April 27, 2026 – Timothy J. Nelson Innovation Center, Room 106/107

May 18, 2026 – Timothy J. Nelson Innovation Center, Room 106/107 ***Third Monday*

June 22, 2026 – Timothy J. Nelson Innovation Center, Room 106/107

July 20, 2026 – Aeropark Campus, Parsons-Stulen Room 222/224 ***Third Monday*

August 17, 2026 - Timothy J. Nelson Innovation Center, Room 106/107 ***Third Monday*

September 28, 2026 - Timothy J. Nelson Innovation Center, Room 106/107

October 19, 2026 - Timothy J. Nelson Innovation Center, Room 106/107 ***Third Monday*

November 23, 2026 - Timothy J. Nelson Innovation Center, Room 106/107

December 14, 2026 - Timothy J. Nelson Innovation Center, Room 106/107 ***Second Monday*

2027

January 25, 2027 - Timothy J. Nelson Innovation Center, Room 106/107

February 22, 2027 - Timothy J. Nelson Innovation Center, Room 106/107

March 22, 2027 - NMC Hagerty Center, Room C

April 26, 2027 - Timothy J. Nelson Innovation Center, Room 106/107

May 24, 2027 - Timothy J. Nelson Innovation Center, Room 106/107

June 28, 2027 - Timothy J. Nelson Innovation Center, Room 106/107



MEMO
Office of the President

To: NMC Board of Trustees
From: Nick Nissley, President
Subject: January Mid-Month Update
Date: Monday, January 12, 2026

Dear Board of Trustees,

Since our December Board meeting the following are key updates.

Opening Conference & 75th Anniversary Kickoff

On January 6, we held our Opening Conference for the spring semester with an audience of over 200 that included faculty, staff, alumni, trustees, and Foundation Board members. The first half of the program included informational updates on the *Anchor and Edge* 2026-2029 Strategic Plan and 2026 initiatives, and welcomed new employees. It was also a great launch to both the 75th Anniversary and our new Strategic Plan.

We heard from many participants that the alumni panel was the highlight of the morning. It was so powerful to hear the alumni voices. The stories that they shared spoke to the powerful role that NMC played in shaping their lives. It was heartwarming for us to hear that positive feedback - that the work we're doing is yielding results and making a real difference in the lives of others. A special thanks to NMC alumna Beth Milligan, who served as the moderator. Beth did an outstanding job - asking the right questions and 'pulling the bow around' the comments.

To celebrate the college's *lasting legacy and bold tomorrow*, there are events throughout the year that we hope you will put on your calendar - whether to volunteer at or simply to come and celebrate our 75th anniversary. Our year-long slate of events, will be highlighted by three main signature celebrations, which are open to the public:

1. Student & Community Block Party: April 25, on the Front Street Campus.
2. History Walk: July 25, on the Front Street Campus.
3. 75th Anniversary Celebration: September 19, at the Great Lakes Campus.

For a full list of activities and the most up-to-date information, you can visit the official NMC 75th Anniversary website: <https://www.nmc.edu/75/>.

NMC's \$1.2 million 'Sixty by 30' Grant

This past month, NMC dealt with a significant legislative affairs matter, which you may have heard in the news. While the impact to NMC was potentially big, impacting our state-funded 'Sixty by 30' grant to the tune of \$1.2 million, the impact on all of Michigan was calculated at \$645 million. The House Committee on Appropriations voted to unilaterally disapprove \$645 million of non-statutory work projects (NMC's grant included). Many of these affected projects were already underway, like NMC's grant-funded project which is 6 months into a three-year planned implementation. NMC engaged in advocacy, directly with our legislators, through MCCA, and other channels. Ultimately, Governor Whitmer interceded and directed the State Budget Office to review existing contracts and determine implications for any affected funds. Additionally, the House's actions led to questions about the legality of unilaterally stripping away previously authorized appropriations, and on December 16, Senate Appropriations Chair Sarah Anthony submitted a letter to Attorney General Dana Nessel requesting an opinion on the legality of the actions. Fortunately, for NMC (and the impacted Michiganders), the Attorney General issued her opinion on January 7, declaring that Michigan House Republicans violated the state constitution when unilaterally moving to cut the roughly \$645 million in state work projects. The bottom line (for now): is that money has resumed flowing and NMC's grant is being funded, again. As you might imagine, House Speaker Hall has already vowed to sue over the Attorney General's opinion.

Let me elaborate and explain why this issue - the possible loss of a \$1.2 million Reconnect Community Action Grant, that we've been working on for over 6 months - is of utmost importance to NMC (and northern Michigan).

We were awarded this grant from MiLEAP, to form the NoMI Attainment Collaborative, working with Northwest Michigan Works, bringing together more than 20 organizations across all of northern Michigan. Our goal is to help move the needle on the State's "Sixty by 30" goal - where 60% of Michigan residents earn a postsecondary certificate or degree by the year 2030. We have set a goal in the grant, to raise the number from the present 49% to 55% over the 3-year life of the grant. We will bring navigators and personalized support for adult students, helping them achieve industry recognized credentials/degrees, opening the door to stable, high-earning careers. This is a 'big deal' - increasing educational attainment is a clear way that colleges can contribute to the economic health of their communities! NMC is positioned to make a real difference in northern Michigan by executing this grant.

Boardman Lake Campus

An initial version of the Purchase and Sale Agreement (PSA) was sent to the Tribe on Thursday, January 8, ahead of the January 14 deadline to provide time for the Tribe to share and discuss before their Tribal Council meeting on January 21. We will then share a

thorough update for you at the BOT Study Session (being scheduled for the week of January 19), and then the regular monthly BOT meeting on January 26. As discussed and noted in the action at the December 15 BOT meeting, the PSA is subject to final approval of the Board of Trustees. Our next opportunity to discuss will be at the Study Session being scheduled for either January 21 or 22.

Implementation of Strategic Plan, *Anchor and Edge* (2026 - 2029)

The implementation of preliminary action steps and identification of baseline metrics and targets is underway for the three strategies focused on: (1) Future-Focused Education; (2) Student Success, Retention and Enrollment; and a (3) Vibrant College Community. Strategies and objectives will be verifying the incorporation of four “strategic drivers” consisting of: (1) living our brand; (2) community partnerships; (3) stewardship; and (4) putting people first into our efforts. Continuing with our commitment to transparency and accountability, the Board of Trustees will receive an update during the February board meeting with a deep dive of Strategy 1: Future-Focused Education in March.

Freshwater Research and Innovation Center

The Freshwater Research and Innovation Center ([FRIC website](#)) remains on track for a Spring 2027 opening, with construction progressing. Currently, the public-facing lobby interface space is being developed to highlight the work in the center and the career opportunities in STEM/marine technologies. Fundraising continues to be a priority with approximately \$1.7M still needed to finish the full buildout of the facility as the contractor has given a March deadline to identify space that will need to be “shelled out” if a funding gap is not closed. The next FRIC Board of Directors meeting is February 16, 2026.

Advancement Division

In recognition of the college’s 75th Anniversary, this past week we announced our largest-ever class of Outstanding Alumni. We are also recognizing our Legacy Honorees—alumni who have previously received Outstanding Alumni or Fellows Awards—highlighting the lasting impact of NMC across generations. I want to extend a special congratulations to Trustees Laura Oblinger and Mark Keely, who were named to the 2026 Outstanding Alumni class, and my thanks to all of our honorees for the many ways they continue to support and represent NMC! Zach Whitaker, the College’s Manager of Alumni Relations has done an outstanding planning for this year’s class of Outstanding Alumni. It has unleashed what might be our best-ever level of alumni engagement, with many of the Outstanding Alumni recipients proudly posting/sharing their award/recognition on social media!

Summer International Aviation Program Impacted by Travel Bans

We continue to monitor the adverse impact on NMC and our international students, resulting from actions from the Trump Administration. Presently, we have five international

students who were registered for courses this coming summer who will not be able to attend NMC due to travel bans. The students are from Nigeria, Zimbabwe, and Tanzania.

Points of Pride

- NMC recently received our **annual S&P global ratings letter** and report. We are proud to share that NMC maintained our AA rating, and our outlook was upgraded from 'negative' to 'stable', reflecting our sustained enrollment growth, future-focused strategic plan, and other factors which increased S&P confidence in the higher education sector and NMC.
- Following a request for data from Greenspire High School's presentation to the Board in November, below are the percentages of **GHS grads who attend NMC** the summer or fall after graduation (data as of 12/8/25):
 - Class of 2023: 5/17 (29%) direct to NMC
 - Class of 2024: 20/35 (57%) direct to NMC (Early College included)

The increase is likely due to the increase in the number of GHS grads and the Community College Guarantee.

- Congratulations to **NMC's Mark DeLonge, and NMC recent retirees, Tom Gordon and John Velis, the founders of Memory Bright!** These NMC entrepreneurs won the \$5,000 winner-take-all prize at 20 Fathoms Pitch Contest in December. Folks showed up at the 20 Fathoms event to celebrate the hard work that local founders are putting in to not only build their businesses but to create economic opportunity and growth in the Traverse City region. The format: no judges, no questions, just local entrepreneurs sharing their stories, and the audience vote decided the winner of the \$5,000 winner-take-all prize! Memory Bright creates digital tools that assist caregivers and families by enriching the time they share with loved ones living with dementia, improving their overall quality of life. Their app combines caregiver- and client-chosen photos, audio clips, and short narratives into an album, designed to spark conversation and connection. Mark, Tom, and John got early support from NMC's Office of Possibilities and the NMC Foundation, and then a whole lot of hard work and sweat equity to create Memory Bright. We're so proud of their amazing passion to 'put some good into the world'. You can learn more about Memory Bright by watching <https://www.youtube.com/watch?v=EmzogZOIUno>.
- A recent [article in the Traverse City Business News](#) highlighted how **NMC's Computer Information Technology** program has evolved over 25 years - thanks to Scott Goethals' leadership - and continues to meet the changing needs of businesses/employers. Key to that, as the article notes, is Scott's building of partnerships - from an actively engaged advisory board (of local employers) to hosting 44 "Industry Night Out" events where local businesses host our students to 'learn more' about their businesses/needs (and, employment opportunities). Scott is, yet again, leading the way - launching the College's first course on generative AI.

- **NMC's International Affairs Forum** recently learned that they've been selected to host the World Affairs Council of America (WACA) Council Leadership Meeting, here in Traverse City, in June 2028. The meeting is one of two WACA conferences hosted annually. Attendees hail from up to 40 states, representing 90 council affiliates in the national network, including our IAF.
- **GLMA's Training Ship *State of Michigan*** returned to our Great Lakes Campus harbor last month after drydock inspection and renovations. The cost for the drydock (funded by MARAD) was approximately \$2 million. This included \$100,000 for upgrades to the galley equipment and \$35,000 in exercise equipment for the cadets. Great news - the hull is in exceptional condition.

Trends in Higher Education Articles

Below are relevant articles that speak to trends, risks, challenges, and opportunities in community colleges, to help keep us informed and to invite conversation about how NMC is addressing such issues. This month, I'm sharing:

- [Preparing community colleges for what comes next](#) - *Community College Daily*
- [Belong in College Isn't Just Nice-It Can Boost Graduation Rates](#) - *Inside Higher Ed*
- [These Rising Costs Are Squeezing College Budgets](#) - *The Chronicle of Higher Education*
- [Opinion: Want to increase college graduates in Michigan? Expand dual enrollment](#) - *Bridge Michigan*

Upcoming Dates of Note

- January 23 - Traverse Connect Northern Michigan Policy Conference & Business Gala (Grand Traverse Resort)
- January 26, 2026 - Regular monthly meeting (TJNIC 106/107)

2026 Dates of Note*

- February 14 - GLMA Mariner's Ball (Great Wolf Lodge)
- April 11 - T/S State of Michigan Open Ship
- April 17 - Scholarship Celebration
- April 24- Taste of Success
- April 25 - Student & Community Block Party (75th Anniversary Signature Event)
- July 25 - History Walk (75th Anniversary Signature Event)
- May 1 - Honors Convocation
- May 2 - Commencement & GLMA Grad Dinner
- May 13 - "You Made it Possible" Employee Recognition Event
- July 29-31 - MCCA Summer Conference (Mackinac Island)
- August 6 - Scholarship Open
- August 18 - August Opening Conference

- September - Anniversary Celebration (75th Anniversary Signature Event)
- September 24-25 - MCCA Fall Board of Directors (NMC Hosting)
- October 21-24 - ACCT Leadership Congress (Chicago, IL)
- November 10 - Mariners Memorial
- November 11 - Veteran's Day Ceremony

**Subject to change*



MEMO

To: Northwestern Michigan College Board of Trustees
Cc: Dr. Nick Nissley, Ed.D.
From: Gabe Schneider, Founder/Principal, Northern Strategies 360
Date: January 16, 2026
Re: **State/Federal Legislative Update**

State

Work Project Cuts

In the final days of their legislative session last year, House Republicans invoked a little-known provision from the Management and Budget Act's of 1984 to enact sweeping cuts of FY25 work project funding, totaling \$645 million statewide. This unilateral action taken by the House Appropriations Committee impacted many projects that had been awarded funding in Northern Michigan, including eliminating approximately \$900,000 from a \$1.2 million workforce grant NMC received in 2025. This 3 year grant including the hiring of 4 FTEs to support increased enrollment and attainment of credentials for adult learners, in an effort to meet the state's Sixty by 30 goal. With state funding being reimbursed to NMC on a monthly basis, in addition to being notified of the cut, our reimbursements were also being denied.

Once notified of this funding cut, we worked closely with Traverse Connect, MiLEAP and our legislative offices to advocate for the funding to be restored.

Last week, we learned that the Attorney General had issued a decision concluding that the work project cuts were unconstitutional, thus allowing funds to be disbursed once again to NMC. However Speaker Matt Hall and House Republican's filed suit against the Attorney General and a hearing has been scheduled in the case.

We will continue to monitor the legal process and are also working with our legislative offices to submit Legislative Directed Spending Item (earmark) requests to backfill the lost funding.

Legislative Directed Spending Items (LDSI)

As the legislature picks up where it left off last year, there are two opportunities for the inclusion of LDSIs. The first would be a budget supplemental and the second would be in the FY27 appropriations bills. We have completed and submitted forms with both our House and Senate members requesting LDSI funding for both the Sixty by 30 grant along with the Osterlin Student Services Hub.

Osterlin Student Services Hub

We continue to work with Kelley Cawthorne on a strategy for funding for the Osterlin Student Services Hub. This includes seeking a LDSI as well as a Capital Outlay Planning and Construction Authorization.

Michigan Reconnect Expansion (Reconnect 21)

We continue to support passage of legislation that would permanently expand the Michigan Reconnect program to age 21. This includes supporting SB 232 and 233 which passed the Senate and is currently referred to the House Appropriations Committee.

Federal

Department of Education Transition

The transition from the Department of Education to the Department of Labor continues with an announcement that starting the week of January 20, 2026, staff in the Office of Postsecondary Education's Higher Education Programs Division will transition to work in the Department of Labor. Higher Education Program grantees will then transition to Department of Labor's Grant Solutions and Payment Management System.

FY26 Budget

Currently funding for the federal government expires at 1/30/26. Prior to that date, Congress must pass the federal appropriations bills including Labor-Education-Health or pass another continuing resolution. At this point, progress is being made at passing each appropriations bill individually. To-date, the House has passed a total of 8 appropriations bills, of which 3 are law and another 3 are set for a vote in the Senate. However despite the steady work being done by the House, with federal funding expiring at the end of the month, it is unclear if Congress will complete it's work on all 12 appropriations bills or if they will need to pass another Continuing Resolution to keep the government funded.

Workforce Pell

This week, negotiators of the Accountability in Higher Education and Access through Demand-driven Workforce Pell (AHEAD) Committee reached consensus on Friday on a package of accountability measures proposed by the Department of Education (ED) related to changes enacted under the One Big Beautiful Bill Act (OBBBA).

Key program features include:

- Short-Term Focus: For programs 8-15 weeks or 150-599 clock hours, leading to recognized credentials.
- Workforce Alignment: Programs must align with state-identified high-skill, high-wage, in-demand jobs.
- Dual Approval: Governors must first approve programs for labor market relevance, then the Dept. of Ed reviews federal performance metrics.
- Performance & Accountability
 - 70/70 Rule: Programs need a 70% completion rate (within 150% of normal time) and a 70% job placement rate.
 - Placement Definition: Initially, placement in the second quarter after exit; by 2028-29, it must be in the trained occupation or a comparable one.
 - Value-Added Earnings: Institutions must track and meet earnings benchmarks for completers relative to tuition/fees.
- Implementation Details
 - State Role: Governors lead program approval and job placement verification.
 - Federal Role: Dept. of Ed sets federal criteria, manages data, and oversees overall compliance.
- Awards: Calculated similarly to traditional Pell but prorated for short programs, likely smaller awards.

Since the committee reached consensus, ED must use the agreed-upon language from the negotiations in its forthcoming Notice of Proposed Rulemaking (NPRM), which is expected to be published in the coming months. Following a public comment period, the ED will draft final regulations, and the rule will become effective on July 1, 2026.



To: NMC Board of Trustees
From: Nick Nissley, President
President's Council
Subject: January 2026 Executive Summary

Notes regarding Key Items on January Agenda

- The recommended Welding Certificate changes reflect recommendations from the advisory board to meet industry needs.
- The Special Liquor License request is similar to when one is requested for A Taste of Success each spring.
- The request to authorize a contract for Security Information and Event Management software was slated to also be discussed at a proposed Audit Committee meeting, but due to conflicts, that meeting is being rescheduled. Given the time sensitive nature of this request, and that the committee's review is not required, the memo and request is included on this agenda.

Financial Report—Troy Kierczynski, Vice President of Finance and Administration

- For FY26, through December 31, 2025, the College's general fund has net revenue of \$3.6 million compared to net revenue of \$4.4 million through the same point last year. FY25's net revenue included a one-time \$834,000 payment from the State in November 2024 for legislative changes to MPSERS; no such payments were received in FY26.
- Our first full-year financial projection for FY26 is included in this month's packet. Based on activity through 1/8/26, we anticipate a surplus of \$1.3m to finish the year driven by higher than expected enrollment, higher than expected dividend and interest income, and open positions.
- A general fund balance sheet, investment memo, and investment listing are included in this month's packet as of the 2nd quarter ended December 31, 2025.

Enrollment Report—Todd Neibauer, Vice President for Student Services and Technologies

- Currently, contact hours are up 4.5% from the same time in the spring 2025 cycle.
- Total headcount is up 1.4%

PRMC—Diana Fairbanks, Associate Vice President of Strategic Communications & Change Initiatives

Paid media was mixed with applications slightly down and accounts slightly up, but performance is in line with seasonal averages.

Paid Media- mixed

- Applications: 88
- Accounts: 95

Strategic Plan 2026 - 2029 –Jason Slade, Vice President for Strategic Initiatives

- Strategy teams are currently meeting to implement preliminary actions that align with college processes and will result in a more effective launch of the year 1 plan (July 1, 2026 - June 30, 2027). Performance metrics are also being identified and refined.
- The next update to the Board of Trustees will be in February.

**NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
MINUTES
Monday, December 15, 2025
Timothy J. Nelson Innovation Center
Room 106/107**

CALL TO ORDER—Chair Laura J. Oblinger called the regular meeting to order at 5:30 p.m.

ROLL CALL

Trustees present: Laura J. Oblinger, Kennard R. Weaver, Kenneth E. Warner, Andrew K. Robitshek, Mark B. Keely, Jody N. Lundquist, Pamela T. Horne

Trustees absent: None

Also present: President Nick Nissley, Lynne Moritz, Troy Kierczynski, Todd Neibauer, Stephen Siciliano, Jason Slade, Lindsey Lipke, Kyle Morrison, Laura Stevens, Becca Richardson, Caroline Schaefer-Hills, Tricia Lincoln, Janet Lively, Scott Eldridge, Cari Noga, Hollie DeWalt, Molly Norville, Lindsey Dickinson, Lori Hodek, Seth Johnson, Bobby Peplinski, Michael Anderson

REVIEW OF AGENDA—The agenda was accepted as presented.

STRATEGIC FOCUS

Mission & Values in Action—Jaron Larson shared his NMC story: through dual enrollment and Michigan Reconnect he will earn his second associate degree this spring and is pursuing a degree in Engineering at the University of Michigan in fall 2026.

Strategic Plan 2026-2029—Jason Slade, Vice President of Strategic Initiatives, reviewed the process over the past several months as the 2026-2029 strategic plan has been developed. Slade also noted the planned framework for continued updates to the Board. Trustee Keely noted the impressive work that has been done that he witnessed as part of the Strategic Planning Steering Committee. Trustee Oblinger recognized that the plan also includes agility and opportunity to grow throughout the next three years, and commended leadership and collaboration of Vice President Slade and Associate Vice President Fairbanks. The Board also celebrated intentional alignment with the NMC Foundation.

REPORTS AND PRESENTATIONS

October Conference—Lori Hodek, Talent Development Coordinator and Director of the Professional Development Institute, and Janet Lively, Communications Instructor and Director of the Center for Instructional Excellence, shared the 10th professional development conference for NMC employees. Partnering with various organizations, including 20 Fathoms, the conference focused on the transformative impact of AI. Hodek and Lively also shared that there are continuous learning opportunities for employees through department specific training, work aligned with the strategic plan, and there is an AI community of practice at NMC. Trustee Warner commended Hodek and Lively on planning the conference day, noting the importance of how AI will transform, including

higher education. Chair Oblinger recommended the work be proposed as a conference session for either the Michigan Community College Association or Association of Community College Trustees.

Faculty Report—Tricia Lincoln and Caroline Schaefer-Hills presented on the NMC Magazine, which has been published in the fall and spring for 48 years. The magazine blends genres and collaborates across disciplines. National conference attendance and award recognition are highlights for the students and advisors. Students shared the teamwork and project management have been significant experiential learning for them.

PUBLIC INPUT—There was no public input offered.

UPDATES

President's Update—A student managed investment fund has been created under the leadership of Foundation Finance and Audit Committee Chair Chris Lamb. An eighth consecutive semester of enrollment growth is anticipated for Spring 2026. President Nissley shared kudos from a community member for the NMC nursing students that he encountered at Munson Medical Center. Nissley congratulated the thirty-plus nursing students who participated in the pinning ceremony this past weekend and Police Academy graduates who achieved 100% pass rates on licensing exams. Trustee Horne highlighted the data shared recently regarding NMC transfers to Ferris State University; President Nissley confirmed staff is gathering similar data from other university partners.

Board Chair Update—As Trustee Oblinger plans to conclude her term as chair in 2026, she shared appreciation for each fellow trustee, college staff, and President Nissley.

CONSENT ITEMS—On a motion by Kennard Weaver, seconded by Jody Lundquist, the following items were approved by a unanimous vote as a group without discussion:

- Minutes of the November 24, 2025, regular meeting and closed sessions
- Enrollment Report—*Todd Neibauer, Vice President for Student Services and Technologies*
- PRMC Report—*Diana Fairbanks, Associate Vice President of Public Relations, Marketing, and Communications*
- Advancement Report—*Katharine Marvin, Vice President for Advancement*
- Executive Committee—*Laura Oblinger, Committee Chair*
- Minutes of the Building & Site Committee, regular and closed sessions—*Kennard Weaver, Committee Chair*

ACTION ITEMS

Strategic Plan—Ken Warner made a motion, seconded by Pam Horne, recommending approval of the 2026-2029 strategies as presented. The motion passed unanimously.

Board Policy—On a motion by Jody Lundquist, seconded by Mark Keely, it was recommended to adopt the following Board policies on a second-reading basis:

- Policy A-106.03 Policy Amendment and Additions (minor revisions)
- Policy A-001.00 College Policy Organization (revised)
- Policy A-101.00 Board of Trustees Responsibilities (minor revisions)

Trustee Weaver confirmed the revisions made to Policy A-001.00 and the motion passed unanimously.

Closed Session—Mark Keely made a motion, seconded by Kennard Weaver, to adjourn the open session and consider in closed session (pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268) one privileged legal memo prepared by the college's outside counsel, Miller Canfield, PLC, which is material exempt from discussion or disclosure under state or federal statute as written attorney-client communications in connection with Section 13(1)(g) of Michigan's Freedom of Information Act 15.243. The motion passed with the following roll-call vote: Yes—Jody Lundquist, Mark Keely, Ken Warner, Pam Horne, Andy Robitshek, Kennard Weaver, Laura Oblinger; No—none. The closed session began at 6:26 p.m.

Reconvene Regular Session—Kennard Weaver made a motion, seconded by Mark Keely, to adjourn the closed session and reconvene the open session. The motion passed with the following roll-call vote: Yes—Pam Horne, Kennard Weaver, Ken Warner, Andy Robitshek, Jody Lundquist, Mark Keely, Laura Oblinger; No—none. The regular session convened at 7:52 p.m.

Letter of Intent—Chair Oblinger sought a motion and second for the following action:

- (a) authorize NMC President Nick Nissley to work with Cunningham-Limp and Miller Canfield to present a letter of intent to the Grand Traverse Band of Ottawa and Chippewa Tribe detailing the College's opening response to the Tribe's recent proposal to purchase the Boardman Lake Campus property;
- (b) if the Tribe signs the letter of intent on or before December 30, 2025, further authorize President Nissley to exercise his discretion whether to suspend the October 20, 2025 RFP entitled "Master Lease of the Northwestern Michigan College Boardman Lake Campus," pending negotiations with the Tribe; and
- (c) further authorize President Nissley to work with Cunningham-Limp and Miller Canfield to negotiate the terms of a final purchase and sale agreement to sell the Boardman Lake Campus to the Tribe, subject to final approval by the Board of Trustees.

Trustee Keely made the motion, seconded by Trustee Lundquist. The motion passed with a majority vote, with Trustee Robitshek opposing.

REVIEW OF FOLLOW-UP REQUESTS—Confirmed requests made by the Board that require administrative follow-up for information to be provided to the Board at a later date.

ADJOURNMENT—The meeting adjourned at 7:54 p.m.

Recorded by Lynne Moritz, Executive Director of the President's Office and Board Operations.

SIGNED _____
Laura J. Oblinger, Chair

ATTESTED _____
Pamela T. Horne Secretary

**NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
MINUTES**

**Thursday, January 22, 2026
TJNIC 104/105
1701 E. Front Street**

CALL TO ORDER—Chair Laura Oblinger called the regular meeting to order at 10:00 a.m.

ROLL CALL

Trustees present: Laura J. Oblinger, Pamela T. Horne, Kennard R. Weaver, Kenneth E. Warner, Jody N. Lundquist, Mark B. Keely

Trustees absent: None

Trustees Remote: Andrew K. Robitshek

Also present: President Nick Nissley, Lynne Moritz, Diana Fairbanks, Troy Kierczynski, Bobby Peplinski, Todd Neibauer, Jason Slade, Molly Norville, Kathryn DePauw, Scott Eldridge (via Zoom)

REVIEW OF AGENDA—The agenda was accepted as presented.

PUBLIC INPUT—There was no public input offered.

DISCUSSION: Boardman Lake Purchase and Sale Agreement (PSA)— President Nissley shared the Grand Traverse Tribe of Ottawa and Chippewa Indians approved and signed the Purchase and Sale Agreement yesterday, following their Tribal Council meeting. Nissley then reviewed the chronology of negotiations since the December 15 meeting of the NMC Board of Trustees. Thanking VP Kierczynski and President's Office staff for their focus on the PSA process, Nissley noted he has spent a significant portion of his time on the project. Nissley also thanked Scott Eldridge and his team from Miller Canfield for their diligent and efficient legal advice and Bobby Peplinski of Cunningham-Limp for supporting the negotiations.

Peplinski reviewed key points of the negotiating process, including that the Tribe's initial offer of \$25 million was counteroffered (and accepted at \$27 million). Other elements of the PSA that were noted include acceptance of the gaming restriction, waiving of broker fees, closing fees to be paid by Tribe, and details regarding the title policy.

The existing fiber internet infrastructure on the property was discussed. A lease agreement is being developed to maintain connectivity for the Rogers Observatory and the Intermediate School District. This infrastructure lease will be distinct from the office space leaseback period, which is expected to last up to 12 months while the college relocates operations to other campuses.

Eldridge summarized the process of developing the PSA from the Letter of Intent, noting the contributions of his team members, particularly Reshma Sambare. Eldridge noted they are comfortable recommending the PSA in its current format.

The Board discussed how proceeds of the sale will be utilized, directing them to be used for capital projects and not toward operational deficits or one-time expenses. It was requested that the action item language on the January 26 agenda include this condition.

Plans for moving departments currently at the Boardman Lake Campus to other campuses were discussed. VP Kierczynski identified that projects such as the Osterlin Student Services Hub and geothermal energy project are priorities for usage of the proceeds. President Nissley echoed this message, adding that in communications to campus he has phrased it as a down payment on these facilities projects versus a lottery windfall.

Chair Oblinger concluded the PSA discussion by noting that college leadership effectively informed the trustees and exercised appropriate due diligence. She added that the Tribe also conducted thorough due diligence, and that feedback from stakeholders and partners Miller Canfield and Cunningham-Limp affirmed the agreement is well considered.

No closed session was held. Before adjourning, Chair Oblinger thanked Miller Canfield, Cunningham-Limp, executive staff, and her fellow trustees for their careful, informed consideration of the decision.

President's Update—President Nissley provided an update on a recent student group convening that garnered increased community and media interest.

REVIEW OF FOLLOW-UP REQUESTS—Confirmed requests made by the Board that require administrative follow-up for information to be provided to the Board at a later date.

- The Boardman Lake Campus PSA Action Item language will state that the proceeds from the sale will be invested into a Board-designated fund

ADJOURNMENT—The meeting adjourned at 11:18 a.m.

Recorded by Lynne Moritz, Executive Director of the President's Office and Board Operations.

SIGNED _____
Laura J. Oblinger, Chair

ATTESTED _____
Pamela T. Horne, Secretary



To: Dr. Nick Nissley, President
From: Todd Neibauer, VP for Student Services and Technologies
Date: January 19, 2026
Subject: January 2026 Enrollment Report

Spring 2026

Registration for the 2026 spring and summer semesters opened on October 15, 2025 and new student orientations commenced on November 7. Currently, contact hours are up 4.5% from the same time in the Spring 2025 cycle.

A full reporting of Spring 2026 will come in February.

	Spring 2023	Spring 2024	Spring 2025	Spring 2026	△
Inquiries	1,430	1,665	1,807	1,626	-10.0%
Applicants	1,411	1,628	1,779	1,599	-10.1%
% Applied	98.7%	97.8%	98.5%	98.3%	-0.1%
Admits	1,062	1,175	1,340	1,257	-6.2%
% Admitted	75.3%	72.2%	75.3%	78.6%	3.3%
Admits Registered	691	798	858	812	-5.4%
% Admits Registered	65.1%	67.9%	64.0%	64.6%	0.6%
Prior Admits Registered	0	1	0	8	100.0%
Retained Students	2,082	2,044	2,196	2,257	2.8%
% Retained	67.2%	64.9%	67.5%	65.2%	-2.2%
Return Students	117	118	98	119	21.4%
Average Contact Hours	10.38	10.42	10.59	10.92	3.1%
Total Headcount	2,888	2,960	3,152	3,195	1.4%
Total Contact Hours	29,974	30,832	33,389	34,888	4.5%
Tuition	6,080,844	6,673,748	7,146,766	7,856,701	9.9%

(Resources: Digital Dashboard – Same Date Comparison SP2023-2026)



MEMO
Administrative
Services

To: Dr. Nick Nissley, President

From: Troy Kierczynski, Vice President of Finance and Administration

Date: January 19, 2026

Subject: Summary Report for the General Fund as of December 31, 2025

The attached reports summarize the financial results for the General Fund as of December 31 2025. The sixth month represents 50% of the year.

Month End Results

The month-end reports are interim and not a reflection of actual year-end results. The timing of revenue and expenses fluctuates throughout the year and will affect year-end results.

As of year-to-date December 2025, the General Fund shows a surplus of \$3,588,092 with revenues exceeding expenses. Revenue increased by 3% compared to the same period in December 2024 due primarily to timing of receipts. Expenses increased by 3% over the same timeframe.

Revenue (letters refer to the attached General Fund summary)

- A. Tuition and fees: For Fall 2025, the budget was set at 36,415 contact hours for a total budget revenue of \$8,371,338. Actual Fall contact hours were 38,097 with an actual revenue of \$8,545,303. Fall revenue finished over budget by \$173,965.
- B. Property Taxes: Tax revenue is recorded as payments are received. The overall increase for the fiscal year is expected to be 5% over the previous fiscal year.
- C. State Sources include operational appropriations, personal property tax payments and MPSERS offset payments. State appropriations payments began in October 2025.
- D. Actual year-to-date investment income recorded for fiscal year 2026 reflects interest and dividend income only. Unrealized gains or losses are held on the balance sheet during the year and will be recognized at fiscal year-end. Year-to-date realized gains and losses are shared quarterly in the investment memo.
- E. Both Private Sources and Other Sources are timing and event-dependent.

Expenses

- F. Salaries and benefits are tracking at budget.
- G. Overall expenses are under budget at this time.
- H. Capital Outlay reflects expenditures budgeted through the allocation of COAT dollars.

Northwestern Michigan College

Unaudited



Summary Report for General Fund Accounts Fiscal Year 2026, Period 06

Monthly reports are interim and not a reflection of year end results.

Funds	Accounts	2025-2026 Adjusted Budget	YTD Activity	% of Annual Budget	
TOTAL GENERAL FUND					
50	Revenues				
	Tuition and Fees	27,071,058	14,975,818	55.32%	A
	Property Taxes	15,714,472	7,445,265	47.38%	B
	Other Local	0	0	*	
	Local Sources	42,785,530	22,421,083	52.40%	
	State Sources	11,550,000	4,281,965	37.07%	C
	Federal Sources	0	0	*	
	Private Sources	1,346,714	247,504	18.38%	E
	Investment Income	400,000	443,634	110.91%	D
	Other Sources	702,025	198,802	28.32%	E
	Total Revenues	56,784,269	27,592,988	48.59%	
60	Labor				
	Salaries and Wages	26,169,965	11,504,932	43.96%	F
	Benefits	10,846,688	5,111,156	47.12%	F
	Total Labor	37,016,653	16,616,088	44.89%	
70	Expenses				
	Purchased Services	4,824,433	2,174,170	45.07%	G
	Supplies and Materials	3,708,350	1,663,078	44.85%	G
	Internal Services	141,840	45,351	31.97%	G
	Other Expenses	1,667,718	859,305	51.53%	G
	Institutional Expenses	2,023,730	931,914	46.05%	G
	Maintenance and Renovation	2,459,578	1,211,027	49.24%	G
	Prof Develop, Travel and Events	731,955	278,481	38.05%	G
	Capital Outlay	145,812	151,489	103.89%	H
	Total Expenses	15,703,416	7,314,815	46.58%	
	Total Expenditures	52,720,069	23,930,903	45.39%	
80	Transfers				
	Transfers	4,064,200	73,993	1.82%	
	Total Transfers	4,064,200	73,993	1.82%	
	Total Expenditures and Transfers	56,784,269	24,004,896	42.27%	
	Net Revenues over (under) Expenditures	0	3,588,092		



Northwestern Michigan College
Comparison - Month Over Month
General Fund
Dec 2025 vs. Nov 2025

INTERIM
This statement does not
reflect year-end results.

	YTD 12/31/2025	YTD 11/30/2025	Dec 25 Activity	Nov 25 Activity	Comments
Revenue					
Local Sources:					
Tuition & Fees	\$ 14,975,818	\$ 13,516,436	\$ 1,459,382	\$ 3,191,963	Full month of tuition allocation in November vs only 1 week of tuition allocation in December
Property Taxes	7,445,265	7,120,684	324,581	66,658	Timing of tax collections received
Total Local Sources	22,421,083	20,637,120	1,783,963	3,258,621	
State Sources	4,219,236	3,046,781	1,172,455	1,662,085	Higher MPSERS offset payments received in November
State PPT Reimbursement	62,729	62,729	(0)	62,729	Timing of LCSA/PPT payment
Private Sources	247,504	132,504	115,000	-	- Timing of quarterly Foundation support
Investment Income	443,634	409,691	33,943	75,167	Higher interest activity from investments in November
Other Sources	198,802	172,997	25,805	88,102	Primarily due to timing of insurance claim payment received in November
Total Revenue	27,592,988	24,461,822	3,131,166	5,146,704	
Expenses					
Salaries and Wages	11,504,932	9,544,291	1,960,641	1,939,510	Consistent with prior month
Benefits	5,111,156	4,308,902	802,254	1,014,917	Due to one-time MPSERS 3% health payment reimbursements issued in November
Purchased Services	2,174,170	1,809,681	364,489	389,422	Consistent with prior month
Supplies & Materials	1,663,078	1,478,729	184,349	225,351	Due to lower general supplies and timing of fuel expenses in December; partially offset by higher class fee related expenses in December
Internal Services	45,351	27,872	17,479	587	Timing of internal events/charges (including opening conference, leadership council, HR new employee orientation)
Other Expenses	859,305	744,336	114,969	182,189	Primarily due to lower non-professional development event expenses in December and allocation of Native Tuition Waiver in December (1 week in December vs 4 weeks in November)
Institutional Expenses	931,914	727,598	204,316	204,199	Consistent with prior month
Maintenance & Renovation	1,211,027	1,038,658	172,369	127,878	Higher equipment maintenance expenses and facilities maintenance expenses in December
Professional Development	278,481	258,722	19,759	59,861	Driven by timing of professional development expenses and holiday closures in late December
Capital Outlay	151,489	123,968	27,521	9,198	Timing of capital expenses (\$49,999 Maven Technologies [simulator for law enforcement training], \$35,299 multiple vendors for East Hall flood damage, \$56,993 Lark Lawn and Garden [salt spreaders and related equipment for facilities]), \$9,198 BSB Communications [down payment for emergency communication system]
Total Expenses	23,930,903	20,062,757	3,868,146	4,153,112	
Transfers	73,993	(4,884)	78,877		- Indirect grant costs, strategic fund support for rebranding, and Aviation flight hours transfer
Total Expenses & Transfers	24,004,896	20,057,873	3,947,023	4,153,112	
Net Revenue Over (Under) Expenses	\$ 3,588,092	\$ 4,403,949	\$ (815,857)	\$ 993,592	



Northwestern Michigan College
Comparison - Fiscal Year to Date
General Fund
Dec 2025 vs. Dec 2024

INTERIM
This statement does not
reflect year-end results.

	YTD 12/31/2025	YTD 12/31/2024	\$ Diff	% Diff	Comments
Revenue					
Local Sources:					
Tuition & Fees	\$ 14,975,818	\$ 13,707,125	\$ 1,268,693	9%	Increase is driven by higher fall and spring enrollment in FY26
Property Taxes	7,445,265	6,783,485	661,780	10%	Timing of property tax payments received
Total Local Sources	22,421,083	20,490,610	1,930,473	9%	
State Sources	4,219,236	5,158,297	(939,061)	-18%	Due to higher MPSERS payments received in FY26; partially offset by higher state appropriations in FY26
State PPT Reimbursement	62,729	71,206	(8,477)	-12%	Higher LCSEA/PPT payment received in FY25 than in FY26
Private Sources	247,504	287,486	(39,982)	-14%	Timing of Foundation gifts
Investment Income	443,634	444,400	(766)	0%	Consistent with prior year
Other Sources	198,802	285,030	(86,228)	-30%	Primarily due to timing of insurance claims activity between fiscal years; partially offset by higher administrative fees earned in FY26 from NJTP activity
Total Revenue	27,592,988	26,737,029	855,959	3%	
Expenses					
Salaries and Wages	11,504,932	10,978,738	526,194	5%	In line with budget; primarily impacted by increases in faculty wages and staffing changes at the professional salary level
Benefits	5,111,156	4,884,114	227,042	5%	In line with budget; impacted by changes noted above
Purchased Services	2,174,170	2,524,103	(349,933)	-14%	Primarily due to lower FRIC-related legal expenses and lower food services cost for GLMA; partially offset by increased EduStaff activity in FY26
Supplies & Materials	1,663,078	1,539,298	123,780	8%	Primarily impacted by increased printing expenses with new branding initiatives and higher classroom expenses, class fee related expenses, and software license/permit expenses in FY26
Internal Services	45,351	67,779	(22,428)	-33%	Timing of internal charges
Other Expenses	859,305	715,241	144,064	20%	Primarily due to increased promotional/marketing expenses, higher Native Tuition waiver, and higher non-professional development event and travel expenses in FY26
Institutional Expenses	931,914	851,513	80,401	9%	Primarily due to timing of snow removal expenses and higher electric expenses in FY26
Maintenance & Renovation	1,211,027	1,143,287	67,740	6%	Primarily due to higher software maintenance expenses and equipment maintenance expenses in FY26
Professional Development	278,481	282,936	(4,455)	-2%	Consistent with prior year
Capital Outlay	151,489	108,559	42,930	40%	Timing of capital expenses (\$49,999 Maven Technologies [simulator for law enforcement training], \$35,299 multiple vendors for East Hall flood damage, \$56,993 Lark Lawn and Garden [salt spreaders and related equipment for facilities]), \$9,198 BSB Communications [down payment for emergency communication system]
Total Expenses	23,930,903	23,095,568	835,335	4%	
Transfers	73,993	139,139	(65,146)	-47%	Indirect grant costs, strategic fund support for rebranding, and Aviation flight hours transfer
Total Expenses & Transfers	24,004,896	23,234,707	770,189	3%	
Net Revenue Over (Under) Expenses	\$ 3,588,092	\$ 3,502,322	\$ 85,770	2%	



Northwestern Michigan College
Statement of Net Position
General Fund
December 31, 2025

	As of December 31,		
Assets	2025	2024	2023
Current assets			
Cash and cash equivalents	\$ 17,114,876	\$ 12,871,403	\$ 7,988,824 A
Accounts receivable, net	12,572,631	10,860,147	10,335,491 B
Prepaid expenses and other current assets	3,254,052	2,858,067	2,242,163
Total current assets	32,941,559	26,589,617	20,566,478
Noncurrent assets			
Long-term investments	20,644,084	21,186,969	25,865,650 A
Due to other funds	(23,576,985)	(19,743,703)	(23,273,133)
Total noncurrent assets	(2,932,901)	1,443,266	2,592,517
Total assets	\$ 30,008,658	\$ 28,032,883	\$ 23,158,995
Liabilities			
Current liabilities			
Accounts payable	\$ 463,525	\$ 281,061	\$ 103,277 C
Accrued payroll	1,956,777	2,570,910	2,027,130
Unearned revenue	10,004,904	9,020,296	8,535,219 D
Total current liabilities	12,425,206	11,872,267	10,665,626
Noncurrent liabilities			
Voluntary separation plan	\$ 40,922	\$ 120,356	\$ 20,800
Total noncurrent liabilities	40,922	120,356	20,800
Total liabilities	\$ 12,466,128	\$ 11,992,623	\$ 10,686,426
Net position			
Net position, beginning of year	\$ 13,954,438	\$ 11,591,780	\$ 10,504,396
Change in net position	3,588,092	4,448,480	1,968,173
Total net position	17,542,530	16,040,260	12,472,569
Total liabilities and net position	\$ 30,008,658	\$ 28,032,883	\$ 23,158,995

Notes:

- A** - Cash and investments balances fluctuate due to timing of investment purchases, sales, and payroll.
- B** - Accounts Receivable impacted by timing of recognition of quarterly Foundation support
- C** - Accounts Payable balances fluctuate due to timing of accounts payable processes
- D** - Unearned Revenue fluctuates year to year and highly impacted by deferred tuition revenue amounts



Northwestern Michigan College
Income Statement Projections - General Fund
For the Year Ended June 30, 2026
As of 1/8/2026

INTERIM
This statement does not
reflect year-end results.

	FY25 Actual	FY 26 Budget	YTD 1/8/2026	FY 26 Projected	Difference vs. Budget	Comments
Revenue						
Local Sources:						
Tuition & Fees	\$ 25,184,473	\$ 27,071,058	\$ 16,423,109	\$ 27,570,657	499,599	Enrollment was higher than expected in both Fall / Spring
Property Taxes	14,890,963	15,714,472	8,882,549	15,723,436	8,964	In line with budget
Total Local Sources	40,075,436	42,785,530	25,305,658	43,294,094	508,564	
State Sources	14,631,009	11,400,000	4,219,236	11,861,836	461,836	Currently trending slightly above budget due to payments from MPSERS; partially offset by MPSERS expenses
State Property Tax Reimbursement	207,430	150,000	62,729	125,457	(24,543)	Trending below budget
Federal Sources	9,200	-	-	-	-	GLMA direct funding is now recognized in restricted funds instead of the general fund
Private Sources	2,050,126	1,346,714	247,504	1,496,714	150,000	Timing of Foundation gifts
Dividend and Interest Income	936,834	400,000	411,223	822,446	422,446	The College continues to take advantage of a favorable interest rate environment
Unrealized Gain (Loss) on Investments	968,867	-	-	-	-	Not projected due to volatility of unreal. losses; see quarterly investments memo (Jan/Apr/Jul/Oct)
Other Sources	804,932	702,025	222,841	806,050	104,025	Increase in extra sales including administrative fee revenue and office rental income trending above budget
Total Revenue	59,683,834	56,784,269	30,469,191	58,406,597	1,622,328	
Expenses						
Salaries and Wages	24,788,478	26,169,965	11,619,544	25,527,318	(642,647)	Trending below budget due to open positions
Benefits	13,335,231	10,846,688	4,792,297	10,633,023	(213,665)	Trending below budget due to open positions
Purchased Services	4,832,160	4,824,433	2,183,290	5,032,358	207,925	Trending above budget due to impacts of EduStaff
Supplies & Materials	3,375,137	3,708,350	1,683,153	4,068,542	360,192	Trending above budget for classroom supplies and international trip expenses
Internal Services	147,374	141,840	45,351	142,306	466	In line with budget
Other Expenses	1,326,644	1,667,718	878,149	2,086,386	418,668	Trending above budget for student assistance expenses (offset by Foundation gifts), recruiting expenses, Native tuition waivers, and non-professional development travel expenses
Institutional Expenses	2,188,867	2,023,730	955,035	2,162,005	138,275	Budgeted for increases in utilities; electric, water, and sewer expenses are currently each trending slightly above budget
Maintenance & Renovation	2,292,543	2,459,578	1,222,194	2,613,896	154,318	Maintenance of equipment and maintenance of grounds trending above budget; partially due to outsourced services for ground services
Professional Development	634,906	731,955	279,821	830,260	98,305	Increased activity in PD events and travel
Capital Outlay	825,084	145,812	166,983	479,571	333,759	Trending above budget due to equipment and building expenditures
Total Expenses	53,746,424	52,720,069	23,825,816	53,575,665	855,596	
Transfers Out (In)						
Plant Fund - General Maintenance	1,400,000	1,750,000	-	1,750,000	-	Budgeted transfer for maintenance of capital
Plant Fund - Technology Maintenance	600,000	650,000	-	650,000	-	Budgeted transfer for maintenance of technology
Plant Fund - Facility Fee for Maintenance	-	-	-	-	-	Budgeted transfer for facility fee for maintenance
Plant Fund - Aviation Capital Fund	553,819	690,000	289,378	690,000	-	Budgeted transfer for Aviation equipment fund; based on revenue, calculated using tach hours
Plant Fund - Aviation Debt Services	250,000	814,200	-	814,200	-	
Plant Fund - New Capital Projects	500,000	750,000	-	750,000	-	Transfer current year surplus towards new projects
Plant Fund - Debt Services	500,000	110,000	-	110,000	-	
Bd Designated - Strategic Projects	850,000	325,000	-	325,000	-	Budgeted transfer for strategic projects, plus \$150k in additional surplus
Bd Designated - Funds for Transformation	150,000	75,000	-	75,000	-	Budgeted transfer for funds for transformation
Restricted Fund - GLMA Direct Support	(908,167)	(1,100,000)	-	(1,100,000)	-	Transfer MARAD restricted funds to the general fund to support academy operations
Restricted Fund - GLMA Heritage Act	-	-	-	-	-	One-Time transfer of Heritage Act fund balance to restricted fund
Program Specific - Yellow River	(291,264)	-	-	(291,000)	-	
Program Specific	(29,250)	-	(150,239)	(275,000)	(275,000)	
Total Transfers	3,575,138	4,064,200	139,139	3,498,200	(566,000)	
Total Expenses & Transfers	57,321,562	56,784,269	23,964,955	57,073,865	289,596	
Net Revenue Over (Under) Expenses	\$ 2,362,272	\$ -	\$ 6,504,235	\$ 1,332,732	\$ 1,332,732	



To: Troy Kierczynski, VP Finance and Administration

From: Lindsey Lipke, Controller

Date: January 19, 2026

Subject: Realized and Unrealized Investment Gains & Losses for the Quarter Ended December 31, 2025

Northwestern Michigan College (“the College”) manages its investments in effort to maximize returns while carefully assessing portfolio security, interest rate risk, and cash flow needs. The College’s investment options are limited to those allowable under Michigan’s *Community College Act of 1966*, as amended, including but not limited to bonds, treasury bills, treasury notes, certificates of deposit, savings accounts, commercial paper, and mutual funds, trusts, or investment pools composed entirely of instruments that are eligible collateral.

The College invests primarily in bonds, commercial paper, and certificates of deposit. In its long-term strategy, the College typically holds investments to maturity rather than seeking short-term gains at the expense of future returns. Market conditions ultimately drive the College’s investment holdings, income and overall performance.

The College reports investments on its statement of net position at fair value. Dividends, interest, and gains (realized and unrealized) are reflected in aggregate as **net investment income** in the College’s statement of revenue, expenses, and changes in net position. The College recognized the following investment income (general fund only):

Investment Income - General Fund Only

For the periods ending:

	June 30 2024	June 30 2025	December 31 2025
Realized gains (losses)	\$ -	\$ -	\$ -
Unrealized gains (losses)	411,665	969,065	290,592
Dividends and interest	1,149,323	936,834	443,634
Investment income, net	<u>1,560,988</u>	<u>1,905,899</u>	<u>734,226</u>

The College had no realized gains in fiscal years 2024, 2025, or 2026 (year to date) related to investments.

In fiscal years 2024 and 2025, falling interest rates drove unrealized gains after a period of unrealized losses. This trend is continuing into fiscal year 2026 (year to date).

Dividends and interest income peaked in 2024 due to favorable market conditions and the College’s short-term investment strategy, which took advantage of prevailing rates in liquid money market and commercial paper. The College is still benefitting from high short-term rates in FY26, though not as favorable as 2024 and 2025.

Northwestern Michigan College
Investments Held
December 31, 2025

Financial Institution	CUSIP	Security Issuer	Abbr.	Security Type	Maturity	Coupon or Interest Rate	Interest Frequency	Cost	NMC Notes
Huntington Bank	3136G45G4	Federal National Mortgage Association	FNMA	U.S. Agency Bond	10/27/2028	0.750%	Semi-Annual	\$ 5,000,000	callable on 1/27/26
Huntington Bank	3135GA3L3	Federal National Mortgage Association	FNMA	U.S. Agency Bond	11/23/2029	1.070%	Semi-Annual	\$ 5,000,000	callable on 2/23/26
Huntington Bank	3134HBDR9	Federal Home Loan Mortgage Corporation	FHLM	U.S. Agency Bond	3/18/2030	4.300%	Semi-Annual	\$ 1,800,000	callable on 9/18/26
Huntington Bank	3134GWNX0	Federal Home Loan Mortgage Corporation	FHLM	U.S. Agency Bond	8/27/2030	1.100%	Semi-Annual	\$ 3,900,000	callable on 2/27/26
Huntington Bank	3134HBK67	Federal Home Loan Mortgage Corporation	FHLM	U.S. Agency Bond	9/3/2030	3.860%	Semi-Annual	\$ 3,000,000	callable on 9/3/26
Huntington Bank	3133ETTR8	Federal Farm CR BKS Cons Systemwide BDS	FFCB	U.S. Agency Bond	8/25/2031	4.590%	Semi-Annual	\$ 3,000,000	callable on 8/25/26
Huntington Bank	40060XAU4	GTA FDG LLC Disc Commercial Paper		Commercial Paper	1/28/2026	4.270%	Maturity	\$ 1,500,000	matures 1/28/2026
Huntington Bank	03843MC20	Aquitaine FDG Co LLC Disc Commercial Paper		Commercial Paper	3/2/2026	4.020%	Maturity	\$ 1,500,000	matures 3/2/2026
Huntington Bank	29261NDA7	Endeavour FDG Co LLC Disc Commercial Paper		Commercial Paper	4/10/2026	3.900%	Maturity	\$ 1,300,000	matures 4/10/2026
Huntington Bank	46125FEC9	Intrepid FDG Co LLC Disc Commercial Paper		Commercial Paper	5/12/2026	3.950%	Maturity	\$ 1,490,000	matures 5/12/2026
Huntington Bank	06406QFF1	Bank New Zealand Disc Commercial Paper		Commercial Paper	6/15/2026	3.730%	Maturity	\$ 1,025,000	matures 6/15/2026

Total Investments Held \$ 28,515,000



To: Nick Nissley, President

From: Diana Fairbanks, Associate VP of Strategic Communications and Change Initiatives

Date: 1-16-26

Subject: December 2025 Monthly Report

December is a slower month on campus, but a solid media month with especially high earned media sentiment. Paid was in line with seasonal averages and had mixed results with applications down slightly and new accounts up slightly. Earned media performance sentiment returned to 100% positive or neutral coverage with the highest percentage of positive stories since we started tracking. The top two stories got wide distribution: Dennos autism destination and GLMA Crowley scholarships. NMC Now highlighted the new [GLCI beverage certificate](#) and the [NMC animated holiday video](#), which had the highest engagement of any NMC Now article to date. Shared media followers continue to increase with highest performing posts including the new GLCI beverage certificate, seasonal and year end posts, NMC Public Relations, Marketing and Communication key performance indicators for December 2025 include:

Paid Media- mixed

- Applications: 88
- Accounts: 95

Earned Media- ↑

- Media mentions: 376
- Positive/neutral sentiment: 100%
- Publicity value: \$67,200

Owned Media - flat

- *NMC Now:*
 - Subscribers: 1,457
 - Open Rate: 33%

Shared Media ↑

- Facebook followers: +5% YOY
- Total followers: 14,755
- Instagram followers: +12% YOY
- Total followers: 4,466



To: NMC Board of Trustees
President Nick Nissley, Ed.D.

From: Katharine Z. Marvin, Vice President of College Advancement

Date: January 26, 2026

Subject: Advancement Division Update

Update on Philanthropic Activity

As of December 31, 2025, the fiscal year is 50% complete, and we have achieved 76.61% of the budgeted goal of \$4,300,000 in cash/pledge activity, with \$3,294,108 in new gifts and pledges having been recorded.

FY25 Total Dollars Raised Through the NMC Foundation

\$3,187,476 Total cash gifts and pledges received to date (including The Fund for NMC)

\$106,632 Gross event revenue

\$3,294,108 Total raised through donations and event revenue

+ \$7,769,350 New documentation of planned gift intentions

+ \$33,466 In-Kind Gifts

\$11,096,924 Total Fundraising Activity

Of the total raised (cash, pledges, and planned gifts), donors are impacting the following areas of the college as of December 31, 2025:

- Unrestricted gifts to the Fund for NMC - \$179,125 (1.6% of total giving)
- Scholarships, both restricted and endowed funds - \$5,062,561 (46.2% of total giving)
- Program support and capital projects at NMC - \$5,062,561 (52.2% of total giving)

Foundation Initiatives

- The Foundation Team's momentum continues. Following a strong year-end giving season, cash/pledge activity is now at \$3,294,108 (76.61% of goal) and total fundraising activity, including planned and in-kind gifts, is at \$11,096,924.
- Major gifts (\$25,000+) secured since our last report include: \$25,000 to a new endowed scholarship; \$25,000 to an existing endowed scholarship for nursing students; \$25,000 to a new endowed scholarship for aviation students; \$43,500 (designated \$30,000 for the Great Lakes Culinary Institute and \$13,500 for The Fund for NMC); \$50,000 (designated \$30,000 to general scholarships, \$10,000 to the Dennon Museum Center, and \$10,000 to the Music Department); and \$216,000 to an existing endowed scholarship.
- To kick off the college's 75th Anniversary Year, this month our Alumni Relations Program announced the largest-ever class of Outstanding Alumni. Additionally, we are recognizing our Legacy Honorees—alumni who have previously received Outstanding Alumni or Fellows Awards. The Alumni Relations Program extends a special congratulations to Trustees Laura Oblinger and Mark Keely, who were named to the 2026 Outstanding Alumni class.
- Following a public announcement of the Trustees' consideration of a sale of the Boardman Lake Campus, the Foundation Team and college leadership are reaching out to donors who were instrumental in the acquisition of the University Center to provide updates on the initiative.
- The Foundation Team is assisting the Great Lakes Maritime Academy with registration/ticketing and sponsorship solicitation for the 2026 Women on the Water Conference, taking place February 8-10 in Maryland.

Advancement Division Initiatives

- The Dennon Museum Center kicks off its 35th Anniversary Year with an Opening Reception on Friday, January 23, for its Winter Exhibitions. The Dennon has a robust slate of exhibitions, programs, and concerts scheduled January through May and will host a formal “35th Birthday Party” this summer.
- The second half of the International Affairs Forum’s 32nd season promises to be as riveting as the first, with six programs between February and June. Upcoming programs include:
 - February 19: Kori Schake, Ph.D., on *Executive Power, National Security, and Foreign Policy*
 - March 19: *On The New Space Race: How Data, Resources, and Power Are Shaping Our Future* (presented by the IAF Student Leadership Team)
- In honor of the college’s 75th Anniversary Year, WNMC will host NMC trivia segments beginning this month. Tune in to 90.7 FM to test your NMC knowledge!

NORTHWESTERN MICHIGAN COLLEGE
BOARD OF TRUSTEES
Policy Committee Minutes
Wednesday, January 14, 2026
TJNIC 104/105
1701 E. Front Street, Traverse City, MI 49686

Committee Chair Pam Horne called the meeting to order at 9:08 a.m.

Members Present: Pam Horne, Jody Lundquist

Members Remote: Mark Keely

Others Present: Nick Nissley, Lynne Moritz

The Policy Committee members read the full Gift Acceptance and Investment policies to consider any amendments or clarification. Review of both policies resulted in minor revisions such as additional commas, correcting capitalization and position titles, and adding appropriate links to related policies.

Policy A-105.01 Gift Acceptance—The related Foundation Gift Acceptance Policy will be linked within the Board of Trustees Policy, once it is determined where the current Foundation policy is listed. The President’s Office will confirm with the NMC Foundation regarding where the Gift Acceptance Policy “lives” and confirm when the Foundation Board plans to review the policy next. It was noted that two of the Dennon policies are due for review. Dennon Executive Director Craig Hadley will provide input on recommended changes.

Policy A-106.02 Investment Policy—Minor revisions (e.g., capitalizations, commas) were recommended and there was discussion regarding whether to explicitly state that the NMC Foundation has its own investment policy. It was determined this addition is not necessary.

Policy A-100.00 Board of Trustees Bylaws was also reviewed for shared understanding and to identify any needed amendment or clarification. As this policy is lengthier, continued review will occur at the next scheduled meeting of the committee.

For the portion of Policy A-100.00 that was reviewed, there was significant discussion regarding Section 2. Quorum to analyze interpretations of what extent of remote participation is allowed currently by the Open Meetings Act. Trustee Horne shared advice from a December MCCA session, where the Michigan Association of School Boards (MASB) legal counsel shared their interpretation that any type of virtual involvement by an individual school board member is not allowed, unless the military duty exception applies. Advice will be sought from the college’s legal counsel before any changes to this section are considered at the next meeting. As noted before, the remainder of the policy will also be reviewed at the next meeting of the committee.

From the MCCA session, Committee Chair Horne noted the OMA handbook states “e-mail, texting, or other forms of electronic communications among members of a board or

commission during the course of an open meeting that constitutes deliberations toward decision-making or actual decisions violates OMA, since it is in effect a 'closed' session."

Public Input—There was no public comment offered.

Other Discussion—Chair Horne requested a committee meeting be scheduled for February, as seven more policies are due for review in 2026. Horne also requested reviewing the vacancy policy to consider adding a procedure. Proposed minor edits to policies A-105.01 and A-106.02 will go to the full Board at a future date, once review of the by-laws has also been completed.

The meeting was adjourned at 10:16 a.m.

Recorded by Lynne Moritz, Executive Director of the President's Office and Board Operations

Michigan Community College Association

Summary of January 16, 2026, Board Meeting

AACC Presentation

The new president of the American Association of Community Colleges, DiRionne Pollard, provided an update on planning and priorities for AACT. Directional anchors for AACC's plan "Compass" include: Ecosystem Orchestration, Student Agency & Lifelong Learning, Innovation for All, Data Insight and Adaptive Governance, and Voice and Advocacy.

She provided excellent advice for policy advocacy; have data at hand, but lead with stories, keeping students at the center. Education is a bipartisan issue and one of the most effective messages is to talk about "career-connected education." She has already visited most of the Michigan Congressional delegation. This was a thoughtful and impressive set of goals and accomplishments only four months into Dr. Pollard's tenure.

Level Up Michigan: A Coalition to Strengthen our Post-Secondary Culture and Boost College Enrollment

MEA President Chandra Madafferri and education activist Doug Ross presented on Level Up Michigan, a new nonpartisan nonprofit created by a coalition that includes the Michigan Education Association, Detroit Regional Chamber, Michigan College Access Network, and others. The decline in college-going among MI HS graduates (from 66% to 53% in ten years) and the decline of Michigan family income relative to the rest of the U.S. are compelling reasons to take action. This coalition's answer is a two-part campaign – the first, costing \$6.9 M, aims to build awareness among at least 80% of the population that the state offers 2 years of free college tuition. The 2nd has the goal to increase the percentage of HS grads who enroll in postsecondary education to 70% by 2029 by helping to create a state-wide culture that some kind of postsecondary education is critical to the lives of individuals, families, communities, and the state.

They would like support from Michigan colleges of a donation of \$20 K per institution. MCCA did not take any action or recommendation regarding this proposal.

State Update

The Governor mentioned Reconnect 21 as a priority during her first speech of the year and it has passed in the Senate. The Work Project funding continues to move around the AG and the courts. MCCA believes that there will be no action on any Capital Outlay until after the Work Project funding is

resolved. However, earmarks may still be available. A task force on dual enrollment was created at the state level as a part of consideration of a new funding model.

- The Legislative Priorities for MCCA are:
- Increase **operations grants** to community colleges by 7% for FY27 by making the 3% FY26 operations increase ongoing and providing an additional 4% ongoing increase—together helping offset inflation for 2026 and 2027.
- Codify the **Michigan Achievement Scholarship (MAS)**, including the Community College Guarantee and MAS Skills Scholarship, and continue building the Post Secondary Scholarship Fund to stay on track for full implementation as the program enters year four.
- Expand **Michigan Reconnect** eligibility to age 21 and provide the necessary funding to sustain and grow the program, estimated at a total investment of \$77 million, while aligning with federal short-term Pell grants to maximize the use of federal funds in support of Michigan’s workforce development efforts.
- Modernize **dual enrollment and Early Middle College** by establishing a new funding stream outside the K–12 foundation allowance to prevent districts from being unintentionally penalized for participating, and by enacting policy reforms that expand access and ensure equity.
- Reduce the **capital outlay** institutional match requirement from 50% to 25% to create a common match level and accelerate approvals of project planning and construction authorizations.
- Invest \$30 million for **Infrastructure, Technology, Equipment, Maintenance, Safety, and Housing (ITEMS)** for all community and tribal colleges.

MCCA Student Success Committee

This committee’s report included information on the following:

- ALICE guide to help support low-income students with basic needs
- MCCA participation in a Strong Start to Finish national coalition
- Pathways Together grant opportunity for staff and program training on meeting students’ basic needs.

Upcoming State and National Meetings

- Brandy Johnson reported that over 60 representatives from 17 MI Community Colleges will attend the AACC National Legislative Summit in February.
- The AACC conference will be April 10-14 in Seattle.
- The next MCCA Board meeting is June 3-5 at Muskegon Community College
- MCCA Summer Conference July 29-31 on Mackinac Island.
- MCCA Board of Directors September 24-25 here at NMC.

- ACCT Leadership Congress, October 21-24 in Chicago

Respectfully submitted,

Pam Horne

Trustee, Northwestern Michigan College

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("**Agreement**" or the "**PSA**") is made and entered into this ____ day of January, 2026 (the "**Effective Date**"), by and between Northwestern Michigan College ("**Seller**") and Grand Traverse Band of Ottawa and Chippewa Indians ("**Buyer**"), upon the following terms and conditions:

1. Purchase and Sale.

1.1 Pursuant to this Agreement, Buyer shall purchase and Seller shall sell all of Seller's right, title, and interest in and to that certain real property located at 2200 Dendrinos Drive, Traverse City, MI 49684, County of Grand Traverse and State of Michigan and legally described on **Exhibit A** attached hereto together with all appurtenances thereto and improvements thereon ("**Property**").

2. Disclaimer; Release of Claims.

2.1. As a material part of the consideration to be received by Seller under this Agreement as negotiated and agreed to by Buyer and Seller, Buyer acknowledges and agrees to accept the Property in "as-is," "where-is" condition at the time of closing, including, without limitation, zoning, land use or building code requirements or compliance with any law, rules, ordinances or regulations of any government authority; any hidden defects, environmental conditions affecting the Property, or the existence of mold, whether known or unknown, whether such defects or conditions were discoverable through inspection or not.

2.2. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INSPECTIONS, INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS.

2.3 Without limiting the provisions of Paragraph 2.1 and 2.2 above, but specifically excluding fraud, and specifically excluding the representations of Seller in Section 12, Buyer releases Seller from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including without limitation attorney's fees whether suit is instituted or not), whether known or unknown, liquidated or contingent (collectively, "**Claims**") arising from or related to (a) any defects, errors or omissions in the design or construction of the Property, whether the same are a result of negligence or otherwise; or (b) other conditions (including environmental conditions) affecting the Property, whether the same are a result of negligence or otherwise. The release set forth in this Paragraph specifically includes any Claims under any Environmental Laws, under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., or with respect to any environmental risk. "**Environmental Laws**" includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.), the Clean Air Act (42 U.S.C. §§7401 et seq.), the Clean Water Act (33 U.S.C. §§1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), the

Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

3. **Purchase Price; Deposit and Closing Date.**

3.1. The purchase price for the Property shall be Twenty-Seven Million Dollars and 00/100 DOLLARS (\$27,000,000) ("**Purchase Price**").

3.2 Buyer and Seller hereby agree that the "**Title Company**" shall be:

Corporate Settlement Solutions
Attention: Maura Snabes; Lynn Sutton
309 E. Front, 3rd Floor, Traverse City, MI, 49684
Phone: 231-547-5220, Extension 102
Email: msnabes@visitcss.com; LSutton@VisitCSS.com

Buyer and Seller further agree that the Title Company will act as escrow agent in this transaction, and that no other closing attorney or representative of the Buyer will assert control over the escrow process.

3.3 Within three (3) business days after the Effective Date, Buyer shall deposit with the Title Company, by a bank certified check or wire transfer, the sum of Two Hundred Seventy Thousand and 00/100 DOLLARS (\$270,000.00) (the "**Deposit**").

3.4 The Deposit shall be applicable toward the Purchase Price. The balance of the Purchase Price after application of the Deposit shall be paid upon closing of this sale ("**Closing**") by a bank certified check or wire transfer. The "**Closing Date**" means a date mutually agreed upon by the Seller and Buyer, but not to exceed thirty (30) days from the date of expiration of the Inspection Period.

4. **Survey.** Seller has not done a survey. To the extent Seller is in possession of a survey of the Property from a prior owner of the Property, Seller will provide a copy of that survey to Buyer without representation or warranty of any kind. Buyer, at its sole cost and expense, shall cause a surveying company duly licensed in the State of Michigan, to prepare and deliver to Buyer, Seller and Title Company an ALTA/ACSM survey of the Property sufficient for the issuance of Title Policy (the "**Survey**"). The Survey shall be completed no later than one (1) week from the date of expiration of the Inspection Period. The Survey shall be specifically addressed and certified to each of Buyer, Seller and Title Company.

5. **Title Review.** Within ten (10) business days after the Effective Date, Seller shall cause the Title Company, at Seller's expense, to provide Buyer with a commitment for a standard form ALTA Standard Coverage Owner's Title Policy on the Property (the "**Commitment**") issued by the Title Company, and copies of all instruments shown by the Commitment as exceptions. Buyer shall have fifteen (15) days after receipt of the Commitment (the "**Review Period**"), including copies of all documents constituting exceptions to title, to review the Commitment. Within the Review Period, Buyer may either (a) terminate this Agreement and receive a refund of the Deposit if Buyer is not satisfied, in the exercise of its sole judgment, with matters disclosed in the Commitment, or (b) deliver to Seller written objections to any matters disclosed in the Commitment. Within three (3) business days of receipt of such written objections, Seller shall notify Buyer whether or not it will cure any such defects ("**Seller Notice**"), which it may elect to do, or not do, in the exercise of Seller's sole and absolute discretion. Seller's failure to send the Seller Notice shall mean that Seller has elected not to cure any such defects. If Seller elects not to cure, then

Buyer shall have ten (10) days after receipt of the Seller Notice (or if there is no Seller Notice then ten (10) days from the end of the three (3) business day period) to either (i) terminate this Agreement and receive a refund of the Deposit or (ii) waive the defects and proceed with this transaction, in which case such defects shall be deemed approved by Buyer.

6. **Title Insurance and Deed.** At Closing, Seller shall convey title to the Property to Buyer by warranty deed provided by the Title Company (the "**Deed**"). Seller, at its sole expense, shall cause the Title Company to deliver to Buyer at Closing, a standard form ALTA Standard Coverage Owner's Title Insurance Policy (the "**Policy**") issued by the Title Company pursuant to the Commitment, insuring marketable fee simple title to Buyer in the full amount of the Purchase Price; provided that any requirement for the Policy to be issued without Standard Survey Exceptions shall be subject to Buyer's requirement to obtain the Survey and the Title Company's willingness to accept an Owner's Affidavit from Seller in form satisfactory to Seller in its sole and absolute discretion. The cost to issue a lender's title insurance policy, if any, shall be paid by Buyer. The cost to record the Deed shall be paid by Buyer. Any closing fee charged by the Title Company to close the transaction shall be paid by Buyer.

7. **Risk of Loss and Condemnation.** Risk of loss by damage or destruction to the Property prior to Closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to Closing, Buyer, at its option, may either cancel this Agreement and receive a refund of the Deposit or elect to close the transaction, in which event Seller's right to all insurance proceeds not yet applied to repair of the damage or destruction shall be assigned in writing by Seller to Buyer at Closing. If all or any part of the Property is condemned or any condemnation action or proceeding commences prior to Closing, Buyer may, at its option, either (a) cancel this Agreement and receive a refund of the Deposit, or (b) complete the purchase, with all condemnation proceeds and claims being assigned to Buyer.

8. **Taxes and Assessments.** Seller shall pay all valid delinquent real property taxes, water rates, sewer charges, assessments, special and otherwise, and other charges which are a valid lien against the Property as of the Closing Date. Current real estate taxes and current installments of special assessments, if any, shall be prorated on a due date basis to the date of Closing, in accordance with the local custom for the county in which the Property is located. Any federal, state and local documentary or revenue stamps, transfer, sales and other taxes relating to the sale of the Property shall be paid by Seller at Closing. All other taxes arising out of or related to this transaction, pursuant to the applicable laws and applicable Tribal laws, shall be the responsibility of the Buyer. Buyer and Seller agree to provide each other reasonable assistance in the preparation and filing of any and all required transfer tax returns for or with respect to such transfer taxes with any and all appropriate taxing authorities.

9. **Remedies for Default.**

9.1. In the event of a breach or default hereunder by Buyer, Seller may, after written notice of default to Buyer specifying the nature of such default(s) and the failure of Buyer to cure such default(s) within five (5) days after Buyer's receipt of such notice, declare a forfeiture hereunder and retain the Deposit as liquidated damages. Nothing herein shall limit Buyer's indemnity obligation pursuant to Paragraph 10 of this Agreement, which indemnity obligation shall survive termination of this Agreement or Closing.

9.2. In the event of a breach or default hereunder by Seller, Buyer may after written notice of default to Seller specifying the nature of such default(s) and the failure of Seller to cure such default(s) within five (5) days after Seller's receipt of such notice, and Buyer is willing to perform and Seller nevertheless fails to close its sale of the Property in accordance with this Agreement, Buyer may terminate this Agreement upon written notice to Seller whereupon Buyer shall have the right to receive a full refund of the Deposit, in which case this Agreement shall become null and void. Buyer waives any rights to seek

consequential, special, punitive or other damages with regard to any claims under or related to the Property, this Agreement or the transaction described herein, whether in contract or tort, law or equity.

10. **Right of Entry and Inspection.** At any time prior to the expiration of the Inspection Period (as hereafter defined), with Seller's prior approval, not to be unreasonably withheld, conditioned or delayed, at Buyer's sole expense, Buyer or its authorized agents may enter upon the Property to inspect same. Buyer may select qualified professionals to make "**Inspections**" (including tests, borings, surveys, studies, inspections, investigations and interviews of persons familiar with the Property) concerning the Property, including but not limited to tests of structures, wells, septic tanks, underground storage tanks, soils, geologic hazards, utility lines and systems and environmental hazards (including Phase I and Phase II Environmental Site Assessments or "ESA"); provided that Buyer shall not conduct any soil borings or other physically invasive tests of the Property without Seller's prior written consent (which shall not be unreasonably withheld or delayed), and provided further that all Inspections shall be performed in a manner that shall not unreasonably interfere with the ongoing use of the Property by the Seller or the tenants. Any Phase I ESA conducted on behalf of Buyer must comply with ASTM Standard E1527-21 and be provided to Seller within five (5) days of receipt. In the event the Phase I ESA reveals that a Phase II ESA is warranted, closing may, at Buyer's election, be postponed for up to 60-days until Buyer can complete such Phase II assessment. Buyer shall keep the Property free of any liens, and repair any material physical damages caused by Buyer, its agents, employees, contractors or subcontractors and restore the Property to its condition prior to Inspections. Buyer shall indemnify, defend and hold Seller Indemnified Parties (defined below) harmless against all losses, damages, claims, demands and liabilities which may be suffered by or asserted against Seller by reason of Buyer's Inspections, which indemnity obligation shall survive termination of this Agreement or Closing.

10.1 **Environmental Claims Indemnity and Waiver.** To the maximum extent permitted by law, Buyer shall indemnify, defend and hold harmless, the Seller and its Board of Trustees, employee, staff, agents, and representatives (the "Seller Indemnified Parties") for, from and against all demands, claims actions or causes of action, assessments, losses, damages, liabilities, costs and expenses (including, without limitation, interest, penalties, reasonable attorneys' fees, and reasonable consultants' fees) asserted against, resulting to, imposed on, or incurred by any Seller Indemnified Party, directly or indirectly, in connection with any of the following: (i) the existence of a release of Hazardous Substances at, on, above or about the Property that occurred at the Property after the Buyer completes its transaction to acquire the Property, (ii) any due care obligations that may arise, after the Buyer completes its transaction to acquire the Property, under Section 20107a of Part 201 of the Natural Resources and Environmental Protection Act, MCL 324.20107a; or (iii) events, circumstances, or conditions which form the reasonable basis for environmental liability that occurred after the Closing of this purchase transaction. The provisions of and undertakings and indemnification set forth in this Section shall survive termination of this Agreement or Closing.

10.1.1 To the maximum extent permitted by law, Buyer hereby waives any rights and releases any claims it may have against the Seller Indemnified Parties whether at law or in equity, relating to any environmental conditions, now known or unknown, at, on, beneath or about the Property, including, but not limited to, any claims for contribution or cost recovery under CERCLA or any state analog.

11. **Brokers.** Each of Seller and Buyer represents and warrants to the other that it is not represented by any broker in this transaction.

12. **Representations and Warranties.**

12.1 Seller hereby represents and warrants to Buyer that Seller has the power, right and authority to enter into and perform all of the obligations required of Seller under this Agreement and the instruments and documents referenced herein, and to consummate the transaction herein contemplated.

12.2 To Seller's actual knowledge, Seller has received no uncured notice from any governmental agency having jurisdiction in the matter of any violation of any statute, law, ordinance, deed restriction or rules or regulations with respect to the existence, construction, maintenance or operation of the Property.

12.3 Seller has no actual knowledge of any condemnation, zoning, annexation or other land use proceeding, either instituted or threatened, which could adversely affect the value or use of the Property, nor has Seller any actual knowledge of any special assessment proceedings with respect to the Property.

12.4 Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, and at closing Seller shall deliver a certification to this effect to Buyer.

12.5 To Seller's actual knowledge, there are no actions, claims or proceedings pending by any tenant or any other party against Seller in connection with the Property or against the Property, and Seller is not in default under any contracts, leases, encumbrances or instrument pertaining to the Property.

12.6 The foregoing representations and warranties of Seller shall be true and correct at Closing, and to the extent that full performance of such representations and warranties is not required prior to or at Closing, they shall survive the Closing for a period of ninety (90) days.

12.8 Buyer hereby represents and warrants to Seller that Buyer has the power, right and authority to enter into and perform all of the obligations required of Buyer under this Agreement and the instruments and documents referenced herein, and to consummate the transaction herein contemplated. Buyer has made and relied upon its own evaluation and decision to purchase the Property, and Buyer has not relied upon any oral or written information or statements from Seller, other than as expressly set forth in this Agreement.

12.9 Specially Designated Nationals and Blocked Persons

12.9.1 Buyer represents and warrants to Seller that (a) Buyer and each Person acting as an authorized representative of Buyer is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing Law, and (ii) not currently a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States Law, (b) none of the funds or assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by, any Embargoed Person, (c) no Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly), (d) none of the funds of Buyer have been derived from any unlawful activity with the result that the investment in Buyer is prohibited by Law or that this Agreement is in violation of Law, and (e) Buyer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times.

12.9.2 Buyer shall (a) comply with all applicable laws relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) immediately notify Seller if any of the representations, warranties or covenants set forth in this Section are no longer true, have been breached or if Buyer has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any Prohibited Person to make any payment due to Seller under this Agreement and (d) at the request of Seller, provide such information as may be requested by Seller to determine Buyer's compliance with the terms hereof.

12.10 Whenever "Seller's knowledge," "Seller's actual knowledge" or similar words are used in the Agreement, such words shall mean and be strictly limited to the actual present knowledge, without

obligation of inquiry or investigation of Nick Nissley ("**Designated Employee**") (in no event, however, shall such individual have any personal liability for any obligations under this Agreement), and shall not be construed to refer to the knowledge of any other officer, agent or employee of Seller or any affiliate thereof or to impose upon such Designated Employee any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains.

13. **Inspection Period.**

13.1. Buyer shall have a thirty (30) day period from and after the Effective Date (the "**Inspection Period**") to satisfy the Conditions (as hereafter defined). At any time prior to the end of the Inspection Period, Buyer may, for any reason in its sole and absolute discretion, cancel this Agreement by providing written notice thereof to Seller prior to the end of the Inspection Period and receive a refund of the Deposit and neither party shall have any further obligation to the other except those that expressly survive termination. The term "**Conditions**" means (a) the Property is suitable to Buyer, in its sole and absolute discretion, for its intended use, and (b) Buyer is satisfied, in its sole and absolute discretion, with the Inspections.

13.2. In the event Buyer shall not provide notice of termination prior to the expiration of the Inspection Period, then the Deposit shall be deemed nonrefundable and immediately released without further instruction from either Buyer or Seller, except in the case of a default by Seller hereunder, in which case the Deposit may be refunded pursuant to a termination of this Agreement by Buyer pursuant to Paragraph 9.2 hereof.

14. **Notices.** Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by (a) delivering the same in person to the Party to be notified, (b) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, (c) sent by reputable overnight delivery services (such as Federal Express or United States Express Mail) or (d) sent by electronic mail (with confirmation sent by any of the means described in subparagraphs (a), (b) or (c) above). Notices given in accordance with any of the foregoing methods shall be effective when received (or service is refused). For the purpose of notice, the address of the Parties shall be, until changed, as set forth below. The parties shall have the right at any time to change their respective addresses and each shall have the right to specify as its address any other address by written notice to the other party.

If to Seller:

Attn: Nick Nissley, President
email: nnissley@nmc.edu

If to Buyer:

Attn: Rob Kalbfleisch, Lands Officer
email: Rob.Kalbfleisch@gtb-nsn.gov

15. **Possession.** Seller shall deliver possession of the Property to Buyer at Closing subject to the (i) the terms of the Warranty Deed subject to the Declaration of Restrictive Covenant attached as Exhibits B-1 and B-2 to this Agreement, (ii) the terms of the Post-Closing Lease attached as Exhibit C to this Agreement, (iii) rights of tenants, licensee, and licensor subject to the Assignment and Assumption of Lease and Licenses in the form attached as Exhibit D, and (iv) the terms of the Recreation Trail Easement attached as Exhibit E to this Agreement.

15.1 **Restrictive Use Covenant.** As a condition precedent to Closing, Buyer and Seller mutually agree to record a perpetual restrictive use covenant at Closing to prohibit all classes of tribal gaming operations, as defined by the Indian Gaming Regulatory Act, on any portion of the Property. A Declaration of Restrictive Covenant to that effect, substantially in the form attached as Exhibit B-2 to this Agreement, shall be recorded at Closing. However, Buyer and Seller acknowledge that revisions to Exhibit B-2 may be required in order for the condition of title and obligations imposed by the Restrictive Covenant to be in a form acceptable to the United States Department of the Interior-Bureau of Indian Affairs, allowing Buyer to convey the Property to the United States in trust for Buyer. Buyer represents it is actively seeking input from the Department of the Interior Office of the Solicitor for this purpose. If Buyer, or any person or entity governed by the Tribe, attempts to gain approval by any state, federal or Tribal governing body to conduct gambling activity on the Property, Buyer expressly authorizes Seller to file suit in the U.S. District Court for the Western District of Michigan to enjoin Buyer, or the respective person or entity governed by the Tribe, from seeking such approval and to recover Seller's costs and expenses incurred in doing so.

15.2 **Post-Closing Lease.** Seller shall have up to twelve (12) months from the date of Closing to relocate the existing operations, including the dark fiber infrastructure, from the portions of the Property as described in a Post-Closing Lease. As a condition precedent to Closing, Buyer and Seller mutually agree to execute the Post-Closing Lease, in the form attached as Exhibit C to this Agreement, at Closing.

15.3 **Recreation Trail Easement.** Buyer agrees that the Property will be transferred subject to the existing easements, including the Recreation Trail Easement granted by Seller to the City of Traverse City, subject to the terms of the easement agreement attached in Exhibit E of this Agreement which shall bind the Buyer, its successors and assigns.

16. **Time of Essence.** Time is of the essence of this Agreement.

17. **Entire Agreement.** This Agreement contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the sale contemplated by this Agreement.

17.1 All attached Exhibits are a part of this Agreement and are incorporated in full by this reference. Except as specifically provided herein, if any provision contained in any Exhibit hereto is inconsistent or in conflict with any provisions of this Agreement, the provisions of this Agreement shall supersede and control the provisions of such Exhibit.

17.2 This Agreement shall not be construed more strictly against one Party than the other because it may have been drafted by one of the Parties or its counsel, each having contributed substantially and materially to the negotiation and drafting hereof.

17.3. The paragraph headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

17.4. This Agreement may be amended only by an instrument in writing signed by both Seller and Buyer. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by both Seller and Buyer. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.

17.5 In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and unconditionally delivered by each Party hereto.

17.6 Except as otherwise provided therein, in no event shall this Agreement or any document or other memorandum related to this Agreement or to the subject matter of this Agreement be recorded without the consent of Seller and Buyer. This provision will survive termination of this Agreement.

17.7 Unless otherwise expressly provided for in this Agreement, the representations, warranties, covenants and conditions of the Parties set forth in this Agreement shall not survive the expiration or earlier termination of this Agreement, or the Closing.

18. **Relationship of the Parties.** This Agreement shall not be deemed or construed by the Parties, nor by any third party, as creating the relationship of (a) principal and agent, (b) partnership or other associate relationship, or (c) joint venture between the Parties, nor shall this Agreement be construed to authorize either to act as agent for the other, except as expressly provided to the contrary in this Agreement.

19. **No Third Party Beneficiaries.** Except as otherwise expressly provided in this Agreement, Seller and Buyer do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party (express or implied), and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

20. **Successors.** This Agreement shall inure to the benefit of and bind the parties hereto and their respective executors, heirs, administrators, successors and assigns. Buyer may not assign this Agreement to any other entity or person. No assignment shall relieve the assigning party from its obligations hereunder.

21. **Governing Law and Attorneys' Fees.** This Agreement shall be governed and enforced by, and construed in accordance with the laws of the state in which the Property is located. In the event either party hereto finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to enforce any of the terms, covenants or conditions hereof, the prevailing party in such action or proceeding shall be paid all reasonable attorneys' fees, as determined by the court and not the jury, and in the event any judgment is secured by such prevailing party, all such attorneys' fees shall be included in any such judgment in such action or proceedings.

21.1 **Jurisdiction and Venue.** The parties hereby (a) irrevocably consent and submit to the jurisdiction of any Federal, state, county or municipal court sitting in the State of Michigan, County of Grand Traverse, in respect to any action or proceeding brought therein concerning any matters arising out of or in any way relating to this Agreement; (b) expressly waive any rights pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any other jurisdiction might be claimed; (c) irrevocably waive all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceeding; and (d) agree that the laws of the State of Michigan shall govern in any such action or proceeding and waive any defense of any action or proceeding granted by the laws of any other jurisdiction unless such defense is also allowed by the laws of the State of Michigan. Buyer represents and warrants that it has delivered, and Seller has confirmed receipt of, the following: (i) an enforceable copy of the Tribal Council's approved resolution, in compliance with the Tribe's governing codes, granting the aforementioned waiver of Tribal court jurisdiction and (ii) the Tribal attorney's legal opinion that such waiver of Tribal court jurisdiction is enforceable to satisfy this condition precedent to the mutual execution of this Agreement and Closing of this transaction.

21.1.1 EACH OF SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS,

THE RIGHT EITHER OF THEM OR THEIR AFFILIATES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY CLAIM ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO SELLER ACCEPTING THIS AGREEMENT.

21.2 **Waiver of Immunity.** The Tribe hereby expressly waives its sovereign immunity from suit should an action be commenced with respect to this Agreement, Post-Closing Lease, easement agreements, or any document executed in connection with the Property before or after Closing (collectively, the "Transaction Documents"). This waiver: (i) is granted by the Tribal Council to the Tribe, its successor and assigns, and their authorized representatives; (ii) shall be enforceable in [a] court of competent jurisdiction (as described in Section 21.1 above); and (iii) the governing law shall be the internal laws of the State of Michigan. Buyer represents and warrants that it has delivered, and Seller has confirmed receipt of, the following: (i) an enforceable copy of the Tribal Council's approved resolution, in compliance with the Tribe's governing codes, granting the aforementioned waiver of the Buyer's sovereign immunity and (ii) the Tribal attorney's legal opinion that such waiver of the Buyer's sovereign immunity is enforceable to satisfy this condition precedent to the mutual execution of this Agreement and Closing of this transaction.

22. **Confidentiality.** Buyer and its representatives shall hold in confidence all data and information relating to the Property, whether obtained before or after the execution and delivery of this Agreement (collectively, "**Confidential Information**"). In the event of a breach by Buyer's Representatives (defined below), Seller shall be entitled to all remedies at law or in equity for such breach including without limitation, the right to seek injunctive relief. The provisions of this Section shall survive any termination of this Agreement but shall terminate at Closing. Notwithstanding anything to the contrary in this Agreement, Buyer and/or Buyer's agents, attorneys, consultants, and employees (collectively, "**Buyer's Representatives**") are expressly permitted to disclose Confidential Information under the following circumstances without it being a breach or other violation of this Agreement: (a) by and among one another; (b) when required by applicable law, rule or regulations governing this Agreement; (c) in connection with Buyer's preparation and submission to the Michigan Department of Environment, Great Lakes and Energy a "Baseline Environmental Assessment" or "BEA," pursuant to Section 20126 of Part 201 of the Natural Resources and Environmental Protection Act, MCL 324.20126; or (d) in connection with Buyer enforcing a claim against Seller or defending itself to the extent such disclosure is reasonably necessary. If Buyer or Buyer's Representatives are required to disclose Confidential Information pursuant to this Section, Buyer or Buyer's Representatives who must make the disclosure will notify Seller promptly so that Seller may, if it chooses to do so, seek an appropriate protective order and/or take any other action it may deem necessary to prevent disclosure of the Confidential Information. If Seller takes no such action within fifteen (15) days of being notified in writing of the pending disclosure by Buyer or Buyer's Representatives, or such shorter period as required by applicable law, Buyer or Buyer's Representatives may disclose the Confidential Information requested or demanded.

23. **Force Majeure.** Anything to the contrary contained in this Agreement notwithstanding, neither Party shall be deemed to be in default of any of its obligations hereunder if it shall be prevented from or delayed in performing such obligation by reason of any act of God, war, terrorism, civil commotion, governmental embargo or moratorium, casualty, enactment of any new law after the Effective Date, or any other cause or event which would not be reasonably foreseeable or is beyond either Party's reasonable ability to control (except financial inability) (collectively, "**Force Majeure**") and such Party's time for such performance shall be extended by the number of calendar days during which any condition of Force Majeure prevails, so long as notice by the Party claiming such extension is given to the other Party within three (3) Business Days after notice thereof.

24. **Computing Any Time Period.** Wherever this Agreement requires that something be done within a specified period of days, the period shall (a) not include the day from which the period commences, (b)

include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires and (d) unless otherwise specified in this Agreement shall be construed to mean calendar days, provided, that if the final day of the period falls on a Saturday or Sunday or legal holiday (limited to the day set aside by statute for observing New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday/President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, or Christmas Day), it shall be extended to first business day thereafter.

25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[signatures on the next page]

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

SELLER: NORTHWESTERN MICHIGAN COLLEGE

By: _____

Name: _____

Its: _____

BUYER: GRAND TRAVERSE BAND OF OTTAWA
AND CHIPPEWA INDIANS

By: Sandra L. Witherspoon

Name: SANDRA L. Witherspoon

Its: Tribal Chairwoman

EXHIBIT A

LEGAL DESCRIPTION¹

EXHIBIT B-1

WARRANTY DEED

EXHIBIT B-2

DECLARATION OF RESTRICTIVE COVENANT

EXHIBIT C

POST-CLOSING LEASE

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF LEASE AND LICENSES

EXHIBIT E

RECREATION TRAIL EASEMENT

¹ Legal description to be confirmed upon receipt of the ALTA Survey.



To: Nick Nissley, President
From: Stephen Siciliano, Vice President for Educational Services
Date: January 9, 2026
Subject: Welding Program Certificates Changes

Requested Action: We are recommending that the Welding Certificate Level I be discontinued and a Welding Certificate Level III be established.

Background: Dan Goodchild, Technical Division Director, and Ryan Deering, Welding Instructor working with close collaboration with the Welding Program Advisory Committee conducted a thorough review of our Welding Certificates. As a result of their review, they determined that the recent program focus on engineering and limited industry certifications no longer met the industry needs for our area. Instead, our certificates need to focus on skill, experience, and multiple certifications on practical applications to meet immediate and future industry growth needs. The proposed changes will require small course modifications but will focus on broadening the exposure to the multiple techniques used in the welding industry.

Rationale: First, the review determined that our current Certificate Level I functioned more as an introduction to welding rather than a credential that prepares students for entry-level industry expectations. Both students and industry partners expressed that graduates frequently lack the sufficient skills required to weld in multiple positions and are insufficiently prepared for the demands of modern fabrication environments. Given the current workforce shortage, employers do not have the capacity to provide extensive remedial training for college-trained new hires. The program must therefore ensure that foundational welding skills are developed before students enter the workforce. Consequently, we are recommending the discontinuation of the Certificate Level I.

Second, with the new focus on stronger skills and experiences, the current Certificate Level II will be expanded to incorporate these needed skills and a new Certificate Level III is being recommended to fully prepare graduates for the welding industry.

Third, as part of the Certificate Level III, the addition of Fabrication and Welding Internship courses will expose students to real shop operations, basic fabrication and repair tasks, workflow expectations, and the professional behaviors required in the workplace. Furthermore, integrating Machining and Welding Safety (WPT115 or CMT100) ensures that students gain essential safety knowledge and equipment operation skills, enabling them to serve as informed advocates for their own safety and productivity.

The revised curriculum also expands process training by adding FCAW-G, spray arc transfer, and aluminum MIG instruction, while strengthening existing process content. These enhancements provide broader scope of knowledge consistent with current industry requirements and better prepare students for advanced welding positions and qualification testing.

In summary, the deletion of Certificate I and transition to a Certificate II–III–Associate in Applied Science pathway is necessary to improve student competency, increase qualification pass rates, enhance industry satisfaction, and ensure graduates are truly prepared for immediate employment. The updated curriculum offers a more rigorous and relevant learning experience that aligns with employer expectations and the evolving demands of the welding profession.

The model schedules for these new certificates are attached for your reference.

Thank you for your consideration.

WELDING TECHNOLOGY, CERTIFICATE OF ACHIEVEMENT (LEVEL II)

NMC Code 038

The Welding Certificate Level II program is a two-semester sequence designed to build strong industry-ready skills for students with little or moderate prior experience. The curriculum emphasizes welding safety, shop operations, and tool proficiency while providing hands-on training in SMAW, GMAW, and GTAW across multiple joints and positions. Students also gain essential experience in oxy-fuel welding and cutting, basic machining, and fabrication and repair practices. The program concludes with a welding internship, preparing graduates to enter the workforce or advance into Welding Certificate Level III and the Associate of Applied Science in Welding Technology.

Requirements Certificate Requirements

Course	Title	Credits
MFG 111	Math for Manufacturing	3
MFG 113	Machining I	3
WPT 115	Welding Safety Standards	2
or CMT 100	Introductory Craft Skills	
WPT 120	GTAW (TIG) Welding I	3
WPT 130	SMAW (ARC) Welding I	3
WPT 140	GMAW (MIG) Welding I	3
WPT 121	GTAW (TIG) Welding II	3
WPT 131	SMAW (ARC) Welding II	3
WPT 141	GMAW (MIG) Welding II	3
WPT 210	Welding Fabrication and Repair	3
WPT 290	Welding Internship	2
Total Credits		31

Course Sequence Guide

Course	Title	Credits
Year 1		
Fall		
MFG 113	Machining I (Fall only)	3
MFG 111	Math for Manufacturing	3
WPT 120	GTAW (TIG) Welding I	3
WPT 115	Welding Safety Standards	2
or CMT 100	or Introductory Craft Skills	
WPT 130	SMAW (ARC) Welding I	3
WPT 140	GMAW (MIG) Welding I	3
Credits		17
Spring		
WPT 121	GTAW (TIG) Welding II	3
WPT 131	SMAW (ARC) Welding II	3
WPT 141	GMAW (MIG) Welding II	3
WPT 210	Welding Fabrication and Repair	3

WPT 290	Welding Internship	2
Credits		14
Total Credits		31

The responsibility for determining the transferability of this degree and courses to another institution is the sole responsibility of the student.

WELDING TECHNOLOGY, CERTIFICATE OF ACHIEVEMENT (LEVEL III)

NMC Code 086

The Welding Certificate Level III program is designed for students who have completed Welding Certificate Level II and wish to advance their technical skills or continue toward the Associate of Applied Science in Welding Technology. This program expands upon foundational welding competencies by introducing coursework in print, reading welding metallurgy, electrical principles, and Flux Cored Arc Welding-Gas. Elective options of Pipe Welding and Machining II enable students to tailor their training to specific industry pathways. Students are eligible to enroll in AWS qualification courses for the welding processes they have completed. Graduates emerge with advanced welding knowledge, enhanced fabrication capabilities, and a clear academic pathway into the Associate of Applied Science degree.

Requirements

Certificate requirements

Course	Title	Credits
Level II Certificate Requirements		
Complete Level II Certificate		31
Level III Certificate Requirements		
DD 101	Print Reading and Sketching	3
DD 110	Basic Metallurgy	3
EET 103 or ELE 101	Electrical Studies I or Introduction to Electrical I	3
MFG 111	Math for Manufacturing	3
WPT 142	Flux Core Arc Welding	3
WPT 160	Weld. Qualification Prep-SMAW	2.5
WPT 160A	Weld. Qualification Prep-GMAW	2.5
WPT 160B	Weld Qualification Prep-GTAW	2.5
WPT 160C	Weld. Qualification Prep-FCAW	2.5
Approved Elective		3
Total Credits		59

Course Sequence Guide

Course	Title	Credits
Year 1		
Fall		
DD 101	Print Reading and Sketching	3
WPT 115 or CMT 100	Welding Safety Standards or Introductory Craft Skills	2
WPT 120	GTAW (TIG) Welding I	3
WPT 130	SMAW (ARC) Welding I	3
WPT 140	GMAW (MIG) Welding I	3
Credits		14
Spring		
MFG 111	Math for Manufacturing	3
WPT 121	GTAW (TIG) Welding II	3

WPT 131	SMAW (ARC) Welding II	3
WPT 141	GMAW (MIG) Welding II	3
WPT 210	Welding Fabrication and Repair	3
Credits		15
Year 2		
Fall		
MFG 113	Machining I	3
EET 103 or ELE 101	Electrical Studies I or Introduction to Electrical I	3
WPT 142	Flux Core Arc Welding	3
WPT 160	Weld. Qualification Prep-SMAW	2.5
WPT 160B	Weld. Qualification Prep-GTAW	2.5
Credits		14
Spring		
Approved Elective (see Recommended)		2-3
DD 110	Basic Metallurgy	3
WPT 160A	Weld. Qualification Prep-GMAW	2.5
WPT 160C	Weld. Qualification Prep-FCAW	2.5
WPT 290	Welding Internship	2
Credits		12-13
Total Credits		55-56



To: Board of Trustees of Northwestern Michigan College
From: Dean Haselton, Purchasing Coordinator/Great Lakes Campus
Date: January 9th, 2026
Subject: Temporary Drop/Escrow Lobdell's Liquor License

Recommendation: Authorize administration to temporarily suspend NMC's liquor license in Lobdell's-A Teaching Restaurant to accommodate 45th Parallel Vines and Wines teaching seminars. These events will be hosted by the Great Lakes Culinary Institute. The three events are as follows:

2/27/2026 7:00 a.m.-5:00 p.m.

4/16/2026 7:00 a.m.-5:00 p.m.

5/20/2026 7:00 a.m.-5:00 p.m.

Background: 45th Parallel Vines and Wines is a non-profit organization that works closely with local vintners to educate and make recommendations on products before they are released to the public. The Great Lakes Culinary Institute would like to participate in these events as a way to strengthen relationships with local wineries and develop a relationship with 45th Parallel Vines and Wines to coincide with the Beverage Management program that starts Fall of 2026.



To: Nick Nissley, Ed.D., President
From: David Hosler, Director of Systems and LAN Management
Date: January 16, 2026
Subject: Security Incident and Event Management software

This document provides an overview and recommendation to enter in a single-year contract to provide Security Information and Event Management software.

Recommendation

Authorize the purchase and contract agreement with SentinelOne in the amount of \$70,396.10 to complement our current cybersecurity tools to improve NMC's resilience to cyber attacks.

Background/Scope of Work

Security Information and Event Management (SIEM) software is used by many organizations to allow them the ability to track cybersecurity incidents from point of entry into the network, and allow faster remediation. The addition of the SIEM platform will allow our security analyst to respond more quickly to threats. The platform will also allow connecting events across the network to correlate potential incidents which may affect multiple devices.

Two vendors were considered for this proposal. Our current vendor, Splunk, did not meet the full specifications of a SIEM platform, and only provides the capability to collect logs from multiple sources, but does not correlate events. We had a quote generated with the additional Enterprise Security package added, which would allow event correlation. The second vendor, SentinelOne is our current end device and incident alerting system. We engaged with the vendor to investigate the addition of the SIEM package to our platform. Both quotes provide the same capabilities for log storage and incident and event correlation.

One of the goals that we have undertaken over the past year is to create a single, high security entity that would allow a full cybersecurity overview, including alerting, response, and logging. Implementing the SentinelOne SIEM solution will allow us to consolidate our logging and alerting into a single platform. SentinelOne is purchased through People Driven Technologies, one of our primary vendors.

Each vendor has a one-time on-boarding cost, which will provide professional assistance with initial setup and configuration.

This project is scheduled for implementation in early February 2026.

Bid Analysis

Company	Location	Amount
People Driven Technologies - SentinelOne	Grand Rapids, MI	\$70,396.10
AugustSchell and Conducive - Splunk with Enterprise Security	Rockville, MD	\$91,266.32

Funding Source

The source of funds is the FY26 general fund.