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STATE OF MICHIGAN

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MACKINAC ISLAND STATE PARK COMMISSION



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October 15, 2025

Honorable Margaret Doud
City of Mackinac Island
P.O. Box 455
Mackinac Island, MI 49757

DEC 01 2025

D. Leach

Dear Mayor Doud,

The City of Mackinac Island Fire Protection Agreement and lease to the "City Fire Hall" lot on Mackinac Island State Park property will expire on January 31, 2026. To ensure your request for renewal is on the agenda of the Commission's next meeting of February 6, 2026, we need to receive your written request for renewal by December 1, 2025.

A draft lease and agreement are enclosed for your convenience.

Please call Kathy Cryderman or me at our Mackinaw City office if you have any questions.
Thank you.

Very truly yours,

Steven C. Brisson, Director
brissons@michigan.gov

encl

DEC 01 2025

D. Leach

FIRE PROTECTION AGREEMENT

WHEREAS, the **MACKINAC ISLAND STATE PARK COMMISSION**, (the Commission), and the **CITY OF MACKINAC ISLAND**, (the City), have maintained a long-standing cooperative effort to provide fire protection services for Mackinac Island in accordance with Act 99, Public Acts 1963, and

WHEREAS, the Commission is desirous of protecting against the hazards of fire on state park property, buildings and structures (park property) situated on Mackinac Island, in the County of Mackinac, Michigan, under its supervision, management and control; and

WHEREAS, the City is desirous of cooperating with the Commission to these ends, has provided fire protection services over the periods of past agreements, and

NOW THEREFORE, the Commission and City intend to renew and extend their mutual **FIRE PROTECTION AGREEMENT**, and agree as follows.

THE CITY AGREES:

1. To maintain and furnish at all times during this agreement one or more modern motorized fire trucks with that equipment and apparatus necessary to fight and control any fires which might occur or exist on park property; and as such shall meet with the approval of the state fire marshal in accordance with nationally recognized standards applicable to fire fighting equipment and apparatus.
2. To maintain a well-trained fire fighting force to properly protect and preserve from fire said park property.
3. To construct and maintain one or more heated fire equipment storage garages for the purpose of accommodating said fire trucks.
4. To respond to any and all fire calls or alarms arising from park property in the same manner and degree as it would respond to fire calls or alarms arising from any portion or section of the City of Mackinac Island.

THE COMMISSION AGREES:

1. To provide at Commission expense the acquisition and maintenance of equipment and personnel necessary for snow removal from any and all public roads located in said City of Mackinac Island over which said fire truck(s) may have to travel in the event of any fire or fires occurring on park property.
2. To continue to provide diesel fuel for the City of Mackinac Island fire vehicles.
3. To provide to the City a Three (3) year lease, at the rate of One Dollar (\$1) per year of a parcel of land in the vicinity of the Cloverland Electric Cooperative lease, of an approximate size of 100' x 100',

DRAFT

for use and operation of a fire equipment storage building and for no other purpose.

4. To allow Mackinac Island State Park employees to join the City of Mackinac Island Volunteer Fire Department to assist the City's fire fighting force acting under the direction of the City Fire Chief, or officer(s), in the event of any fire occurring on park property or within the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO, that this agreement dated **February 1, 2026** will remain in force for a period of **Three (3) years** or until modified or terminated by written agreement of the parties.

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FOR THE SAFETY AND BENEFIT OF THE PUBLIC, the Mackinac Island State Park Commission and the City of Mackinac Island agree to extend their mutual "Fire Protection Agreement" as attached, and to continue their long-standing cooperative effort to provide fire protection services for Mackinac Island.

WHEREAS the agreement states that the Mackinac Island State Park Commission will lease to the City of Mackinac Island a parcel of land for a fire equipment storage building, the parties enter into the following lease in partial fulfillment of the terms of said agreement.

LEASE

THIS LEASE, made this 1st day of February, 2026, between the MACKINAC ISLAND STATE PARK COMMISSION, a governmental corporation, by its Chairman and Secretary as Lessor, and the CITY OF MACKINAC ISLAND, a city incorporated by Act 437, Local Acts of Michigan, Session of 1899, as Lessee.

The Lessor leases to the Lessee the following described piece or parcel of land, to-wit:

SEE LEGAL DESCRIPTION ATTACHED

located within the Mackinac Island State Park, State of Michigan, and to be occupied and used only for the operation of a fire equipment storage building.

In consideration of the foregoing, the Lessee agrees as follows:

1. To pay to the Lessor the rent annually and in advance, with full payment to be made on the date of this lease and thereafter each succeeding payment to be made on the 1st day of January in each year, for a term of Three (3) years, expiring January 31, 2029. Said annual rent shall be One Dollar (\$1).

2. To maintain a fire equipment storage building on said land and to use such building solely for the housing of fire vehicles and related fire-fighting apparatus, and for no other purpose.

3. To keep the premises in good repair. The duty of repair as provided herein shall include the keeping of the buildings in good repair and shall further extend to the land itself; and said land shall be kept in a neat and orderly condition, so that brush, hedges and other bushes and trees shall not grow so as to obstruct the sidewalks or drives; and the lawns shall be kept so as to present a reasonable and orderly appearance; and in general these lands shall be kept so as not to become unsightly in appearances, and generally detract from the attractiveness of the island; that should the premises be not kept in good repair, that upon notice of that fact, they shall immediately be taken care of as may be required and in the event that this shall not be done, the Commission may contract with parties willing to do the necessary work

and thereafter the cost of such work shall become a charge upon the Lessee and shall be payable forthwith, and if not paid in 30 days shall thereupon be considered a lien on the premises and likewise may be considered a breach of the terms of this lease and the lease may thereupon be forfeited as hereinafter provided for.

(a) To preserve the natural beauty of the premises and not to cut, destroy, or mutilate any trees thereon without the prior approval of the MACKINAC ISLAND STATE PARK COMMISSION.

(b) To make no alterations or additions to the buildings on the premises, or to change paint color, roofing materials, signs or other exterior features, or to replace them without first applying to the Director of the MACKINAC ISLAND STATE PARK COMMISSION for approval. The Lessee will be required to obtain architectural approval by a competent architect; Commission approval of the work contemplated; and evidence, in the form of a Department of Labor building permit, that the work contemplated is in compliance with the State of Michigan building ordinances.

(c) LESSEE FURTHER AGREES to not place on the premises a television satellite dish or other structure similar in design or purpose without the prior written approval of the Commission.

(d) LESSEE FURTHER AGREES to not store on the premises any vehicles, equipment or apparatus, supplies, nor any other materials or items of any type, except within the interior of the fire equipment storage building, and then only in conformance with all applicable terms of this lease.

4. To use the premises during the term of this lease for no other purposes than specified above. Failure to comply with this provision shall be considered a breach of the terms of this lease.

5. Not to store on the premises or drive upon the roads of the park any motor driven vehicle designed or capable of transportation of persons and property, except those having a State Park emergency permit, e.g., ambulances, fire trucks, public emergency vehicles, public utility trucks, public road work trucks, or public snowplows. Further excepting motor driven units, such as lawn mowers, cultivators, snowplows of other than auto-truck propelled type and other like utility units.

6. To secure permission from the Director of the Mackinac Island State Park to keep any of the excepted vehicles named in paragraph five (5).

7. To permit Lessor to have free access to premises to examine the same at reasonable periods and times.

8. Neither this lease nor any part thereof shall be assigned by operation of law or otherwise, nor shall the premises or any part thereof be subleased or permitted to be used without the written consent of the Commission.

9. At the expiration of the term of this lease to restore said properties to their natural state and to as good condition and repair as they were at the commencement of the term of this lease, unless directed otherwise by the Lessor.

10. To strictly comply with all rules and regulations which are or may be established and promulgated by the Lessor or other competent authority for the care and management of the Mackinac Island State Park.

11. To furnish each floor of each building with an approved dry chemical fire extinguisher in good working order.

12. To procure and keep in effect such public liability and property damage insurance as the Commission may deem adequate. Lessee also agrees to name the Mackinac Island State Park Commission as a secured and interested party on the insurance policy.

13. To keep, observe and perform all the conditions, covenants and other obligations placed upon the Lessee of these premises.

14. To permit the Lessor to enter the premises if default is made in any of the covenants, conditions or other obligations herein contained which are the obligations of the Lessee, including the non-payment of rent. The Lessor shall have the right in all such instances to enter unto the said premises and put out the Lessee and every other occupant that might be on or in possession of the premises.

It is further agreed as follows:

1. In the event that the buildings or personal property on the leased land shall be damaged or destroyed by fire or other calamity, the Lessee shall proceed as soon as possible to repair or replace the building in accordance with Commission guidelines. The Lessee at his or her own expense will maintain photographs or other records to insure that they can replicate the personal property and/or buildings as they existed prior to the damage or destruction. The Lessee shall repair or rebuild the buildings or personal property within twelve (12) months, according to the terms of this lease. This period may be extended by the Director and/or the Commission if good cause is shown why the repairs or rebuilding cannot be completed within twelve (12) months. Failure to rebuild or repair in accordance with this provision within the time frame set forth, unless extended by the Director and/or Commission, shall result in the cancellation of the Lease.

2. That at the expiration of the term herein provided for that this lease may be continued on a monthly basis until terminated by notice from the Lessor or renewed pursuant to the option granted Lessee in this paragraph. The Lessor agrees that, if the Lessee has performed the agreements, conditions, covenants and other obligations of the lease in a satisfactory manner, and provided that a mutual Fire

Protection Agreement is executed and in effect for the full term of the renewal lease, Lessee shall have the option to re-lease the premises in preference to others for a like term of three years and annual rent of ONE DOLLAR (\$1.00). Should the property not be subject to lease or if an extension is not granted, the Lessee may, if done before the expiration of this lease, remove such buildings and fixtures therefrom as may be its property and provided there is no lien as provided in paragraph two (2) therein, restoring the grounds to their natural state and as good condition as at the time of the execution of this lease.

If Lessee desires to exercise his/her option to renew this lease, they shall do so by submitting a written request to the Lessor sixty (60) days before the expiration of said lease. This request will be acted upon after the Lessor has inspected the leased premises and determined whether the Lessee has complied with the provisions of this lease during its term and is entitled to re-lease said premises.

Lessee shall be advised in writing whether his/her request to renew has been approved and a new lease shall be submitted to them with terms and conditions as set forth by Lessor.

The failure of the Lessor to insist on the strict performance of the terms, agreements and conditions herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

3. That the Lessor hereby covenants with the Lessee that upon paying the said rent in the manner and at the time aforesaid and upon duly performing all agreements, conditions, covenants and other obligations aforesaid, that it shall and may peaceably have, hold and enjoy the said premises for the term aforesaid. It is mutually agreed that the several agreements, conditions, covenants, and obligations herein contained shall enure to, and be binding upon the successors in office of the Lessor, and the heirs, executors, administrators and assigns of the Lessee.

4. Lessee agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a disability that is unrelated to the person's ability to perform the duties of a particular job or position. Lessee further agrees that any subcontract shall contain a nondiscrimination provision identical to this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this lease.

Lessor may void this Lease if Lessee or any subcontractor, manufacturer or supplier of Lessee appears in the register compiled by the Michigan Department of Labor pursuant to Public Act No. 278 of 1980.

IN WITNESS WHEREOF, the parties have executed this lease on the date first written above.

WITNESSES:

MACKINAC ISLAND STATE PARK COMMISSION

Name:

Daniel Loepp, Chairman

Name:

Phillip Pierce, Secretary

STATE OF MICHIGAN)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by Daniel J. Loepp and Phillip Pierce, as the Mackinac Island State Park Commission Chairman and
Secretary, on behalf of the Mackinac Island State Park Commission.

Notary Public, _____ County, Michigan

My Commission Expires: _____

WITNESSES:

CITY OF MACKINAC ISLAND

Name:

Mayor Margaret M. Doud

Name:

City Clerk Danielle Leach

STATE OF MICHIGAN)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
on behalf of the City of Mackinac Island.

Notary Public, _____ County, Michigan
My Commission Expires: _____