

MACKINAC ISLAND STATE PARK COMMISSION (MISPC)

USE PERMIT APPLICATION and PERMIT

NAME: CITY OF MACKINAC ISLAND

Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 873, Mackinaw City, MI 49701

Term of the Permit: Two Years Permit Fee: \$1.00 New ☐ or Renewal ☒

Legal Description of Land: City owned radio tower and shed at Fort Holmes, Mackinac Island State Park

Reason why Permit is needed: To provide emergency radio communications for City fire, police, and EMS services. Facility currently housing communications equipment and tower

Proposed use of land: Municipal public safety (See attached FCC license copy)

Special Conditions: Use Permit to be approved by Mackinac Island State Park Commission on condition that no change of use or equipment is permitted without prior approval of the Director of Mackinac Island State Park Commission

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on March 31, 2027.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty -five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.

- 9) Improvements maintained by the permittee on said premises and not removed within 30 days after cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.
- 10) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
- (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
 - (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
 - (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.
- In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.
- 11) Permittee and occupants are responsible for the payment of all utility bills including water, electricity and gas, etc.
- 12) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed: \$1.00

Name: _____

Mailing Address: _____

Signature of Permittee: _____

MISPC Approval: _____ Date: _____

Steven C. Brisson, Director

Signature by MISPC director constitutes approval of application.



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Chairman

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Vice Chairman

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HENDRICK G. MEIJER
PHILLIP PIERCE

STEVEN C. BRISSON
Director



GRETCHEN WHITMER, *Governor*



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(906) 847-3328

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MACKINAC ISLAND STATE PARK COMMISSION

January 3, 2025

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

Dear Mayor Doud,

The Use Permit with the Mackinac Island State Park Commission for the radio tower at Fort Holmes will expire on March 31, 2025. The enclosed renewal application should be completed and returned together with a check in the amount of \$1.00 not later than February 25, 2025.

The request for renewal will be acted upon at the next commission meeting and if approved a fully executed copy of the Use Permit will be returned to you.

Please call if you have any questions. Thank you.

Very truly yours,

Kathy Cryderman
Executive Administrative Assistant

enclosure