

CITY OF MACKINAC ISLAND

AGENDA

CITY COUNCIL

Wednesday, January 10, 2024 at 3:00 PM

City Hall – Council Chambers, 7358 Market St., Mackinac Island, Michigan

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of Minutes

[a.](#) Minutes of the December 28, 2023 City Council Meeting

V. Approval of the Treasurer's Report

[a.](#) January 10, 2024 Treasurer's Report

VI. Approval of Payments for:

[a.](#) 01.11.2024 Payroll

[b.](#) 01.11.2024 Gusto Payroll Report

[c.](#) 01.10.2024 Payables

VII. Additions to / Adoption of Agenda

VIII. Committee Reports

IX. Correspondence

X. Old Business

XI. New Business

[a.](#) Discussion and / or action regarding the engagement letter from Warren Creamer - Forest Way Townhomes Phase III

[b.](#) Request for approval to adopt the Notice of Intent Resolution - Capital Improvement Bonds - Forest Way Townhomes Phase III

[c.](#) Request for approval for the Forest Way Townhomes to move forward with a visible and audible alarm system

[d.](#) Request for Approval of a Competitive Event Application - Mackinac Island Swim - August 2024

- [e.](#) Request for approval of a preapproved motor vehicle permit - Franklin Holwerda - Biddle Point Pump Station
- [f.](#) Request for approval of a preapproved motor vehicle permit - Mission Point Resort - Propane Delivery
- [g.](#) Request for approval of a motor vehicle permit - Mackinac Axe - Tree removal for Sue Sisson & Neal Liddicoat

XII. Miscellaneous / General Council Discussion / Additional Agenda Items

XIII. Adjournment

**MINUTES OF THE REGULAR MEETING OF THE MACKINAC ISLAND CITY COUNCIL,
HELD IN THE COUNCIL CHAMBERS, CITY HALL, 7358 MARKET STREET,
MACKINAC ISLAND, MICHIGAN, ON THURSDAY, DECEMBER 28, 2023, AT 3:00 PM**

Mayor Doud called the Regular Meeting of the Mackinac Island City Council to order at 3:00 pm, followed by the pledge of allegiance.

MEMBERS PRESENT: B. Bailey, R. Chambers, T. Corrigan, S. Moskwa, A. Myers, A. Sehoyan
MEMBERS ABSENT: None
TREASURER: R. Linn
MIPD: D. Topolski

CITY ATTORNEY: E. Evashevski
via Zoom from St. Ignace, MI

Minutes of the Regular City Council Meeting held on December 13, 2023 were presented. Mayor Doud stated that the minutes stood approved as presented.

Treasurer's Report was presented.

Motion by Moskwa, second to the motion by Bailey, to place the Treasurer's Report on file as presented. All in favor. Motion carried.

Payroll and Payables were presented.

Motion by Moskwa, second to the motion by Corrigan, to approve the bills and payroll in the amount of \$85,038.58.

Ayes: Bailey, Chambers, Corrigan, Moskwa, Myers, Sehoyan
Nays: None. Motion carried

Motion by Moskwa, second to the motion by Corrigan, to accept the agenda as presented. All in favor. Motion carried.

A letter was received from Richard Riel regarding the helicopter tours over Mackinac Island. This letter was directed to the Federal Aviation Administration, Regional Administrator, Great Lakes Region, Erik W. Amend, with the City copied.

Motion by Sehoyan, second to the motion by Bailey, to place Mr. Riel's letter on file. All in favor. Motion carried.

Old Business:

Councilman Corrigan inquired if we had received a response to the letter attorney Evashevski sent to Star Line regarding their requirements for purchasing a residential pass.

- Erin noted that she has spoken to Star Line's attorney, Jim Murray and will continue corresponding with him to resolve the matter
- Mr. Murray indicated that Star Line would like the City to define a "resident"
 - o Councilwoman Myers noted that Star Line has already signed a contract that defines a resident
 - o Attorney Evashevski clarified that Mr. Murray was asking for the City to clarify what the requirements were for an individual to receive a residential pass
 - o Councilwoman Myers said she would send Attorney Evashevski a picture of what Star Line has posted for requirements
- Councilman Corrigan will look for the Facebook post that initiated this discussion
- Winter Service Contract, signed by both the City of Mackinac Island and Star Line Mackinac Island Ferry, states that an individual must, "produce satisfactory documentary evidence of such residence by way of a driver's license, voter identification card, utility bill, **OR** similar evidence."
 - o Star Line is now requiring that an individual produces a Mackinac Island Drivers License **AND** another form of identity / residential verification
- City is now requiring from Star Line a definition, in writing, what is "satisfactory" to them

Councilman Moskwa inquired if Astrea had installed a battery back up or generator yet at their Island head end.

- Dennis Dombroski noted that there had been a generator ordered, and with the timeline that was given to him, assumes that it should be on the island and installed soon. However, he has not heard from Astrea recently

Councilman Sehoyan inquired about spreading sand on the Grand Hill

- Would like to see a walkway sanded down the Grand Hill as it has been icy lately and many people are still riding bikes and walking due to not having snow
- Noted that the Grand Hotel had put sand down on the hill and was told it was for pedestrians
 - o City Foreman Mike Ruddle commented that the Grand had sand put down for their trucks, not for pedestrians

Old Business Cont.

- Sand was eventually removed by the City as it was more rock / gravel than sand and was not safe for bikers
- Councilman Bailey noted that he had concerns about the conditions of Grand Hill as well and had had people reach out to him with concerns about road conditions
- Councilwoman Myers suggested that Mr. Ruddle get in contact with the State Park to speak with their plow drivers about how this will work once the plows need to be brought out

New Business:

New state funding regarding Planning and Zoning for housing readiness was discussed

- Councilwoman Myers presented this option with the hopes that it could assist the City in future housing endeavors
- Still waiting to hear back from Adam Young at Wade Trim for more information on a possible grant connected to this program
- State Housing Readiness Incentive Grant Program can assist with reviewing and updating zoning ordinances and other similar initiatives to address housing needs
 - Possibly work to amend zoning ordinances to support eh development of workforce (“attainable”) housing
 - Review of zoning ordinances could cost anywhere from \$20,000.00 to \$30,000.00, plus legal fees
 - Wade Trim services for grant writing – roughly \$2,500.00
- Councilwoman Myers recommends contracting with Wade Trim for their services to review this and complete the grant application
 - Suggested appointing and ad hoc committee of Councilwoman Myers, Stephanie McGreevy (Community Foundation), and Mike Straus (Planning Commission Chairman) to come up with a plan for grant writing with a focus on zoning review
 - Mayor Doud noted that this will be looked into after more discussion is had with Mr. Young

Motion by Moskwa, second to the motion by Sehoyan, to direct the City Clerk to email Adam Young of Wade Trim to engage his services, in an amount not to exceed \$2,500.00, for review and writing of the State Housing Readiness Incentive Grant Program grant application.

Ayes: Bailey, Chambers, Corrigan, Moskwa, Myers, Sehoyan

Nays: None. Motion carried

- Councilwoman Myers requested that herself, Stephanie McGreevy, and Mike Straus be copied on the email to Mr. Young.

Motion by Moskwa, second to the motion by Bailey, to accept the Maintenance Department 2023-year end report and to place it on file.

- Currently have one (1) employee on until the end of January 2024
- Will be posting the job position for Assistant Foreman soon

All in favor. Motion carried.

Motion by Moskwa, second to the motion by Bailey, to accept the memo from Chief of Police Doug Topolski regarding recruiting and retention for police office positions and to place the memo on file. All in favor. Motion carried.

A letter was received from Cpl. Andrew Dziobak regarding the hiring of another full-time police officer.

- Cpl. Dziobak expressed concerns about hiring part time seasonal officers, and suggested bringing Officer Miedzianowski (currently part time) on as a full-time officer
- This was discussed at the last Public Safety and it was the recommendation of the committee to hire Officer Miedzianowski

Motion by Corrigan, second to the motion by Chambers, to hire Officer Miedzianowski as a full-time officer of the Mackinac Island Police Department, effective immediately.

Ayes: Bailey, Chambers, Corrigan, Moskwa, Myers, Sehoyan

Nays: None. Motion carried

Motion by Bailey, second to the motion by Chambers, to adopt the amendment to the License and Permit Fees and Rates Ordinance, extending the deadline for discounted early registration for snowmobile permits to January 31, 2024 (originally December 31, 2024).

Ayes: Bailey, Chambers, Corrigan, Moskwa, Myers, Sehoyan

Nays: None. Motion carried

Motion by Moskwa, second to the motion by Myers, to approve an Off-Island Business License Application for SPE, Inc. All in favor. Motion carried.

Motion by Myers, second to the motion by Moskwa, to approve a preapproved vehicle permit, submitted by Nancy Porter, to use a JLG lift to set materials on the roof of the Mighty Mac building for an upcoming roofing project. Lift will be brought to site on December 20th and will be in use for two (2) days. All in favor. Motion carried.

Motion by Moskwa, second to the motion by Corrigan, to approve two (2) vehicle permits, submitted by Power Construction, for new escort vehicles for the earth retention program. A 2014 Chevy Silverado will be brought in on December 26th to replace the current escort vehicle, a 2021 Chevy Silverado. The second vehicle, a 2016 Ford Explorer, will not come to the island unless the current escort vehicle – the 2014 Chevy Silverado – needs to be replaced. Both permits were approved for 30 days. All in favor. Motion carried.

Motion by Myers, second to the motion by Myers, to approve three (3) vehicle permits, submitted by Belonga Excavating, for corral repairs at the Mackinac Island Equestrian Center. Vehicles will arrive on January 4th and will be in use for two (2) to three (3) days. All in favor. Motion carried.

Motion by Moskwa, second to the motion by Chambers, to approve a vehicle and trailer permit, submitted by EUP Drywall, to deliver their work trailer to the alley by Cindy's Riding Stable. Vehicle and trailer will arrive on January 2nd, vehicle will leave once the trailer is placed and dropped off. All in favor. Motion carried.

Motion by Myers, second to the motion by Chambers, to approve four (4) vehicle permits, submitted by Designer Furniture, to move mansion antiques, art, and furnishings to the Inn at Stonecliffe. The vehicles will arrive on January 5th and will be in use for one (1) to three (3) days. All in favor. Motion carried.

- Councilwoman Myers inquired if the Service Company had been contacted about hauling these materials rather than using vehicles
- Ben Horn of Stonecliffe stated that he had spoken with Ray Card at the Service Company, and they declined hauling the items due to their value and packaging
- Councilwoman Myers stated that next time, a letter form Carriage Tours / Service Company cooperate offices needs to be submitted with the permits stating that they will not haul the items

Motion by Bailey, second to the motion by Chambers, to approve a vehicle permit, submitted by North Anchor Property Management, to use a Toyota Tundra to haul high value art and antiques to the Inn at Stonecliffe. Vehicle will arrive on December 28th and will be in use for (7) days. All in favor. Motion carried.

Motion by Moskwa, second to the motion by Bailey, to approve two (2) vehicle permits, submitted by Grand Traverse Refrigeration, for custom GMC tool trucks for the delivery and installation of custom kitchen equipment. Vehicles will arrive on December 28th and will be in use for one (1) to three (3) days. All in favor. Motion carried.

Councilman Moskwa inquired where the City was on hiring a new Building Inspector

- Mayor Doud noted that her office is working on circulating the job posting
- Councilman Moskwa would like to discuss the job description, pay, ect.
 - o This will be discussed further at a committee meeting

There being no further business, motion by Myers, second to the motion by Moskwa, to adjourn the meeting at 3:55 pm. All in favor. Motion carried.

Respectfully Submitted

Margaret Doud, Mayor

Danielle Leach, City Clerk

**TREASURER'S REPORT
COMBINED CASH
General Fund, Library Fund and Street Funds
January 10, 2024**

Cash on Hand - December 28, 2023	\$ 1,439,806.06
Deposits	95,773.57
December Interest, General Fund 77-0131-1	3,681.91
	<u>1,539,261.54</u>
LESS: Disbursements - December 29, 2023	<u>(85,038.58)</u>
Cash on Hand - January 10, 2024	<u>\$ 1,454,222.96</u>
Line 5 Fund Balance	\$ 20,632.53
Forest Way Town Homes, Debt	\$ 75,631.03

REVENUE DEPOSITED FOR PERIOD

3.403 City Operations	4,704.47
3.403 Fire Truck Debt	200.85
3.618 Admin Fees	157.25
3.664 Interest	203.83
2023 WINTER TAXES	
3.618 Admin Fees	5,609.84
3.664 Interest	
3.996 State - Major Street, October 2023	5,171.55
3.997 State - August Street, October 2023	2,609.80
3.709 State - Ferry Operating Assistance, January 2024	8,410.00
3.709 State - Ferry Operating Assistance Audit	235.00
3.541 State - Sales Tax September & October	11,443.00
3.675 Rent, City Housing 12/28/2023	1,050.39
3.701 DPW Life Insurance December	147.00
3.701 DPW, December Aflac Reimbursement	206.28
3.457 Vehicles	8,365.00
DVM Utilities	1,200.00
Mackinac Axe, JLG Man Lift	390.00
Mackinac Island Carriage Tours	825.00
Mission Point Resort, Cypress Building	225.00
Stonecliffe Properties, December & January	5,450.00
UP North, Sky Trak, East Bluff To Gromley	275.00

Continued

TREASURER'S REPORT
COMBINED CASH
General Fund, Library Fund and Street Funds
January 10, 2024
Continued

3.458 Sidewalk, B & C Contracor Services, Doud's Market 01/04	50.00
3.600 Build, 7407 Market St, Roy Shryock	1,845.00
3.600 Build, 7798 West Bluff, Power ocnstruction	15,850.98
3.600 HDC, 7232 Main St, Bob Benser	25.00
3.600 HDC, 7372 Main St, Roy Shryock	100.00
3.600 Zoning & HDC, 7742 Main St, Island House	775.00
3.451 Business Licenses	300.00
3.693 A T & T	235.75
3.497 Community Foundation, Library, 2022 Sackfield	3,572.00
3.693 DPW, Portion of Flowers, Rehmann	94.55
3.559 MI Community Foundation, Library	20,831.03
3.559 MI Community Foundation, Library Computers	3,500.00
3.620 Rec Dept, Gym Memberships	80.00

TOTAL DEPOSITED FOR PERIOD

\$ 95,773.57



Richard Linn, Treasurer
City Of Mackinac Island

DEPOSIT 12/27/23	11,443.00
DEPOSIT 01/02/24	8,410.00
DEPOSIT 01/03/24	7,781.35
DEPOSIT 01/04/24	235.00
DEPOSIT 01/09/24	67,904.22

Payroll January 11, 2024							
Employee	Rate of Pay	Reg.	OT	Hldy	Vaca/ Personl	Prime Reg/OT (.50)	Gross Wage
Bagbey, Gwendolyn	\$1,500.80	1					\$1,500.80
Bradford, Justin	\$30.08	60	24				\$2,887.68
Bradford, Justin (On Call)	\$15.04	24					\$360.96
Davis, Joseph	\$25.87	72	12			60	\$2,358.30
Dombroski, Dennis	\$59.15	60					\$3,549.00
Doud, Margaret	\$382.00	1					\$382.00
Dziobak, Andrew	\$31.61	84					\$2,655.24
France, Trista	\$2,180.33	1					\$2,180.33
Gruits, Michael	\$25.87	84	24				\$3,104.40
Hannink, Alicia (Gym)	\$16.00	12					\$192.00
Kaminen, Cory	\$30.08	72	12			60	\$2,737.20
Kaminen, Cory (On Call)	\$15.04	36					\$541.44
Leach, Danielle	\$1,822.38	1					\$1,822.38
Linn, Richard	\$1,822.38	1					\$1,822.38
Miedzianowski, Dwayne	\$25.87	72	24				\$2,793.96
Miedzianowski, Dwayne (On Call)	\$12.93	24					\$310.32
Patay, Mary	\$1,779.82	1					\$1,779.82
Pereny, Kathryn	\$23.00	20					\$460.00
Rollins, Christine	\$18.58	18					\$334.44
Ross, Christian	\$19.08	40					\$763.20
Ruddle, Mike	\$28.98	80	9				\$2,709.63
St. Onge, Anne L.	\$22.26	74.5					\$1,658.37
Stafford, Audrey (Gym)	\$16.00	12					\$192.00
Stafford, Audrey (Library)	\$14.84	34					\$504.56
Stakoe, Joseph	\$1,011.62	1					\$1,011.62
Topolski, Douglas	\$3,471.95	1					\$3,471.95
PD Chief Housing	\$230.75	1					\$230.75
						TOTAL	\$42,314.73

Payroll Journal Report

Payroll Period: 12/24/2023 - 01/06/2024 Report Created On: 01/10/2024

Employee Earnings

Payroll period: 12/24/2023 - 01/06/2024 Pay day: 01/11/2024

Employee Information	Employment		Earnings				Deductions/Contributions			Employee Taxes		Employer Taxes		Totals		
	Employee Type	Payment	Description	Hours	Rate	Total	Description	Employee Deduction	Employer Contribution	Description	Amount	Description	Amount	Description	Amount	
Bageby, Gwendolyn Public Works 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	80.00	\$18.76	\$1,500.80				Federal Income Tax	\$163.48	Social Security	\$93.05	Net Pay	\$1,158.73	
			Gross	--	--	\$1,500.80				Social Security	\$93.05	Medicare	\$21.76	Check Amount	\$1,158.73	
											Medicare	\$21.76	MI State Unemployment Tax	\$70.54	Employer Cost	\$1,686.15
											MI State Tax	\$63.78	Total	\$185.35		
											Total	\$342.07				
Bradford, Justin Police Department 7374 Market St., Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	60.00	\$30.08	\$1,804.80	457 Retirement	\$50.00	\$472.32	Federal Income Tax	\$389.90	Social Security	\$201.42	Net Pay	\$2,085.22	
			Overtime	24.00	\$45.12	\$1,082.88	Rent	\$323.08		Social Security	\$201.42	Medicare	\$47.11	Check Amount	\$2,085.22	
			Bonus	--	--	\$360.96	POLC dues	\$25.13		Medicare	\$47.11	MI State Unemployment Tax	\$152.69	Employer Cost	\$4,122.18	
			Rent	--	--	\$0.00				MI State Tax	\$126.78	Total	\$401.22			
			POLC dues	--	--	\$0.00				Total	\$765.21					
			Gross	--	--	\$3,248.64										
Davis, Joseph Police Department 7374 Market St., Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	72.00	\$25.87	\$1,862.64	457 Roth Retirement	\$300.00	\$606.58	Federal Income Tax	\$206.69	Social Security	\$146.21	Net Pay	\$1,303.53	
			Overtime	12.00	\$38.81	\$465.66	Rent	\$242.31		Social Security	\$146.21	Medicare	\$34.20	Check Amount	\$1,303.53	
			Night Shift premium	--	--	\$30.00	POLC dues	\$25.13		Medicare	\$34.20	MI State Unemployment Tax	\$110.84	Employer Cost	\$3,256.13	
			Rent	--	--	\$0.00				MI State Tax	\$100.23	Total	\$291.25			
			POLC dues	--	--	\$0.00				Total	\$487.33					
			Gross	--	--	\$2,358.30										
Dombroski, Dennis Engineering	Paid by the hour	Check	Regular	60.00	\$59.15	\$3,549.00	457 Retirement	\$250.00	\$150.00	Federal Income Tax	\$348.77	Social Security	\$217.95	Net Pay	\$2,508.93	
			Gross	--	--	\$3,549.00	Aflac Pre Tax	\$33.60		Social Security	\$217.95	Medicare	\$50.97	Check Amount	\$2,508.93	

Employee Information	Employment		Earnings				Deductions/Contributions			Employee Taxes		Employer Taxes		Section VI, Itemb.					
	Employee Type	Payment	Description	Hours	Rate	Total	Description	Employee Deduction	Employer Contribution	Description	Amount	Description	Amount	Description	Amount				
7358 Market St., P.O. Box 455, Mackinac Island, MI 49757										Medicare	\$50.97	MI State Unemployment Tax	\$166.80	Employer Cost	\$4,134.72				
			MI State Tax	\$138.78	Total	\$435.72													
			Total	\$756.47															
Doud, Margaret Mayor 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Salary/Eligible for overtime	Check	Regular	80.00	\$4.78	\$382.00				Federal Income Tax	\$15.12	Social Security	\$23.68	Net Pay	\$321.42				
			Gross	--	--	\$382.00				Social Security	\$23.68	Medicare	\$5.54			Check Amount	\$321.42		
										Medicare	\$5.54	Total	\$29.22					Employer Cost	\$411.22
										MI State Tax	\$16.24								
										Total	\$60.58								
Dziobak, Andrew Police Department 7374 Market St., Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	84.00	\$31.61	\$2,655.24	457 Retirement	\$200.00	\$545.18	Federal Income Tax	\$254.32	Social Security	\$162.26	Net Pay	\$1,803.48				
			POLC dues	--	--	\$0.00	POLC dues	\$25.13		Social Security	\$162.26	Medicare	\$37.95			Check Amount	\$1,803.48		
			Aflac After Tax	--	--	\$0.00	Aflac Pre Tax	\$38.22		Medicare	\$37.95	MI State Unemployment Tax	\$124.80					Employer Cost	\$3,525.43
			Gross	--	--	\$2,655.24	Aflac After Tax	\$40.31		MI State Tax	\$93.57	Total	\$325.01						
										Total	\$548.10								
France, Trista Mayor's assistant 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Salary/No overtime	Direct Deposit	Regular	80.00	\$27.25	\$2,180.33	457 Retirement	\$10.00		Federal Income Tax	\$205.51	Social Security	\$133.31	Net Pay	\$1,654.16				
			Gross	--	--	\$2,180.33	Aflac Pre Tax	\$30.22		Social Security	\$133.31	Medicare	\$31.18			Check Amount	\$1,654.16		
										Medicare	\$31.18	MI State Unemployment Tax	\$102.48					Employer Cost	\$2,447.30
										MI State Tax	\$115.95	Total	\$266.97						
										Total	\$485.95								
Gruits, Michael Police Department 7374 Market St., Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	84.00	\$25.87	\$2,173.08	457 Retirement	\$62.50	\$466.07	Federal Income Tax	\$355.41	Social Security	\$192.47	Net Pay	\$2,294.60				
			Overtime	24.00	\$38.81	\$931.32	POLC dues	\$25.13		Social Security	\$192.47	Medicare	\$45.01			Check Amount	\$2,294.60		
			POLC dues	--	--	\$0.00				Medicare	\$45.01	MI State Unemployment Tax	\$145.91					Employer Cost	\$3,953.86
			Gross	--	--	\$3,104.40				MI State Tax	\$129.28	Total	\$383.39						
										Total	\$722.17								

Employee Information	Employment		Earnings				Deductions/Contributions			Employee Taxes		Employer Taxes		Section VI, Item b.		
	Employee Type	Payment	Description	Hours	Rate	Total	Description	Employee Deduction	Employer Contribution	Description	Amount	Description	Amount	Description	Amount	
Hannink, Alicia Recreation department 6392 Main Street, Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	12.00	\$16.00	\$192.00				Social Security	\$11.90	Social Security	\$11.90	Net Pay	\$169.16	
			Gross	--	--	\$192.00				Medicare	\$2.78	Medicare	\$2.78	Check Amount	\$169.16	
											MI State Tax	\$8.16	MI State Unemployment Tax	\$9.02	Employer Cost	\$215.70
											Total	\$22.84	Total	\$23.70		
Kaminen, Cory Police Department 7374 Market St., Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	72.00	\$30.08	\$2,165.76	457 Retirement	\$45.00	\$471.22	Federal Income Tax	\$252.98	Social Security	\$202.10	Net Pay	\$2,568.84	
			Overtime	12.00	\$45.12	\$541.44	POLC dues	\$25.13		Social Security	\$202.10	Medicare	\$47.26	Check Amount	\$2,568.84	
			Night Shift premium	--	--	\$30.00	Aflac Pre Tax	\$19.02		Medicare	\$47.26	MI State Unemployment Tax	\$154.10	Employer Cost	\$4,153.32	
			Bonus	--	--	\$541.44				MI State Tax	\$118.31	Total	\$403.46			
			POLC dues	--	--	\$0.00				Total	\$620.65					
			Gross	--	--	\$3,278.64										
Leach, Danielle City Clerk's Office 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Salary/No overtime	Direct Deposit	Regular	80.00	\$22.78	\$1,822.38	457 Retirement	\$16.00		Federal Income Tax	\$159.69	Social Security	\$112.59	Net Pay	\$1,079.85	
			Rent	--	--	\$0.00	Rent	\$335.00		Social Security	\$112.59	Medicare	\$26.33	Check Amount	\$1,079.85	
			Gross	--	--	\$1,822.38	Aflac Pre Tax	\$6.42		Medicare	\$26.33	Total	\$138.92	Employer Cost	\$1,961.30	
										MI State Tax	\$86.50					
							Total	\$385.11								
Linn, Richard City Treasurer 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Salary/No overtime	Direct Deposit	Regular	80.00	\$22.78	\$1,822.38	457 Roth Retirement	\$1,173.08		Federal Income Tax	\$162.22	Social Security	\$112.99	Net Pay	\$279.37	
			Gross	--	--	\$1,822.38				Social Security	\$112.99	Medicare	\$26.42	Check Amount	\$279.37	
										Medicare	\$26.42	Total	\$139.41	Employer Cost	\$1,961.79	
										MI State Tax	\$68.30					
							Total	\$369.93								
Miedzianowski, Dwayne Police Department 7374 Market St., Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	72.00	\$25.87	\$1,862.64	Rent	\$150.00		Federal Income Tax	\$369.13	Social Security	\$192.47	Net Pay	\$2,190.61	
			Overtime	24.00	\$38.81	\$931.32	POLC dues	\$25.13		Social Security	\$192.47	Medicare	\$45.01	Check Amount	\$2,190.61	
			Bonus	--	--	\$310.32				Medicare	\$45.01	MI State Unemployment Tax	\$145.90	Employer Cost	\$3,487.66	

Employee Information	Employment		Earnings				Deductions/Contributions			Employee Taxes		Employer Taxes		Section VI, Itemb.	
	Employee Type	Payment	Description	Hours	Rate	Total	Description	Employee Deduction	Employer Contribution	Description	Amount	Description	Amount	Description	Amount
			Rent	--	--	\$0.00				MI State Tax	\$131.93	Total	\$383.38		
			POLC dues	--	--	\$0.00				Total	\$738.54				
			Gross	--	--	\$3,104.28									
Patay, Mary Recreation department 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Salary/No overtime	Direct Deposit	Regular	80.00	\$22.25	\$1,779.82	457 Retirement	\$70.00		Federal Income Tax	\$161.60	Social Security	\$106.75	Net Pay	\$1,277.70
			Aflac After Tax	--	--	\$0.00	Aflac Pre Tax	\$58.04		Social Security	\$106.75	Medicare	\$24.97	Check Amount	\$1,277.70
			Gross	--	--	\$1,779.82	Aflac After Tax	\$10.56		Medicare	\$24.97	MI State Unemployment Tax	\$83.65	Employer Cost	\$1,995.19
										MI State Tax	\$70.20	Total	\$215.37		
										Total	\$363.52				
Pereny, Kathryn Engineering 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	20.00	\$23.00	\$460.00				Social Security	\$28.52	Social Security	\$28.52	Net Pay	\$405.26
			Gross	--	--	\$460.00				Medicare	\$6.67	Medicare	\$6.67	Check Amount	\$405.26
										MI State Tax	\$19.55	MI State Unemployment Tax	\$21.62	Employer Cost	\$516.81
										Total	\$54.74	Total	\$56.81		
Rollins, Christine City Clerk's Office 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	18.00	\$18.58	\$334.44				Social Security	\$20.74	Social Security	\$20.74	Net Pay	\$294.64
			Gross	--	--	\$334.44				Medicare	\$4.85	Medicare	\$4.85	Check Amount	\$294.64
										MI State Tax	\$14.21	MI State Unemployment Tax	\$15.72	Employer Cost	\$375.75
										Total	\$39.80	Total	\$41.31		
Ross, Christian Public Works 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	40.00	\$19.08	\$763.20				Federal Income Tax	\$20.17	Social Security	\$47.32	Net Pay	\$652.20
			Gross	--	--	\$763.20				Social Security	\$47.32	Medicare	\$11.07	Check Amount	\$652.20
										Medicare	\$11.07	MI State Unemployment Tax	\$35.87	Employer Cost	\$857.46
										MI State Tax	\$32.44	Total	\$94.26		
										Total	\$111.00				
Ruddle, Michael Public Works	Paid by the hour	Direct Deposit	Regular	80.00	\$28.98	\$2,318.40				Federal Income Tax	\$318.70	Social Security	\$168.00	Net Pay	\$2,077.63
			Overtime	9.00	\$43.47	\$391.23				Social Security	\$168.00	Medicare	\$39.29	Check Amount	\$2

Employee Information	Employment		Earnings				Deductions/Contributions			Employee Taxes		Employer Taxes		Section VI, Item b.		
	Employee Type	Payment	Description	Hours	Rate	Total	Description	Employee Deduction	Employer Contribution	Description	Amount	Description	Amount	Description	Amount	
7358 Market St., P.O. Box 455, Mackinac Island, MI 49757			Gross	--	--	\$2,709.63				Medicare	\$39.29	MI State Unemployment Tax	\$127.35	Employer Cost	\$3,044.27	
			MI State Tax			\$106.01	Total	\$334.64								
			Total			\$632.00										
St. Onge, Anne Library 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	74.50	\$22.26	\$1,658.37	457 Retirement	\$25.00		Federal Income Tax	\$153.18	Social Security	\$99.61	Net Pay	\$1,238.34	
			Gross	--	--	\$1,658.37	Aflac Pre Tax	\$51.72		Social Security	\$99.61	Medicare	\$23.30	Check Amount	\$1,238.34	
										Medicare	\$23.30	MI State Unemployment Tax	\$77.94	Employer Cost	\$1,859.22	
										MI State Tax	\$67.22	Total	\$200.85			
										Total	\$343.31					
Stafford, Audrey Library 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Paid by the hour	Direct Deposit	Regular	46.00	\$15.14	\$696.56				Federal Income Tax	\$13.50	Social Security	\$43.19	Net Pay	\$600.17	
			Gross	--	--	\$696.56				Social Security	\$43.19	Medicare	\$10.10	Check Amount	\$600.17	
										Medicare	\$10.10	MI State Unemployment Tax	\$32.74	Employer Cost	\$782.59	
										MI State Tax	\$29.60	Total	\$86.03			
										Total	\$96.39					
Stakoe, Joseph City Assessor 7358 Market St., P.O. Box 455, Mackinac Island, MI 49757	Salary/Eligible for overtime	Direct Deposit	Regular	80.00	\$12.65	\$1,011.62				Federal Income Tax	\$45.09	Social Security	\$62.72	Net Pay	\$846.15	
			Gross	--	--	\$1,011.62				Social Security	\$62.72	Medicare	\$14.67	Check Amount	\$846.15	
										Medicare	\$14.67	MI State Unemployment Tax	\$47.55	Employer Cost	\$1,136.56	
										MI State Tax	\$42.99	Total	\$124.94			
										Total	\$165.47					
Topolski, Douglas Police Department 7374 Market St., Mackinac Island, MI 49757	Salary/No overtime	Direct Deposit	Regular	80.00	\$43.40	\$3,471.95	457 Roth Retirement	\$1,173.08	\$531.35	Federal Income Tax	\$750.79	Social Security	\$229.57	Net Pay	\$1,107.45	
			Rent	--	--	\$230.75	Rent	\$230.75		Social Security	\$229.57	Medicare	\$53.69	Check Amount	\$1,107.45	
			Rent	--	--	\$0.00				Medicare	\$53.69	MI State Unemployment Tax	\$174.03	Employer Cost	\$4,691.34	
			Gross	--	--	\$3,702.70			MI State Tax	\$157.37	Total	\$457.29				
										Total	\$1,191.42					

Employee Information	Employment		Earnings				Deductions/Contributions			Employee Taxes		Employer Taxes		Section VI, Itemb.	
	Employee Type	Payment	Description	Hours	Rate	Total	Description	Employee Deduction	Employer Contribution	Description	Amount	Description	Amount	Description	Amount
Payroll Totals			Regular	1434.50	\$25.42	\$36,467.41	457 Retirement	\$728.50	\$2,104.79	Federal Income Tax	\$4,346.25	Social Security	\$2,608.82	Net Pay	\$27,917.44
			Overtime	105.00	\$41.37	\$4,343.85	Rent	\$1,281.14		Social Security	\$2,608.82	Medicare	\$610.13	Check Amount	\$27,917.44
			Bonus	--	--	\$1,212.72	POLC dues	\$150.78		Medicare	\$610.13	MI State Unemployment Tax	\$1,799.55	Employer Cost	\$50,575.95
			Night Shift premium	--	--	\$60.00	457 Roth Retirement	\$2,646.16	\$1,137.93	MI State Tax	\$1,737.40	Total	\$5,018.50		
			Rent	--	--	\$230.75	Aflac Pre Tax	\$237.24		Total	\$9,302.60				
			Rent	--	--	\$0.00	Aflac After Tax	\$50.87							
			POLC dues	--	--	\$0.00									
			Aflac After Tax	--	--	\$0.00									
			Gross	--	--	\$42,314.73									

CITY OF MACKINAC ISLAND ACCOUNTS PAYABLE
01.10.2024

Section VI, Itemc.

CITY PAYROLL	12.24.2023 - 01.06.2024 (Pay Date: 01.11.2024)		\$50,141.70
NORTHERN APPRAISAL	12.24.2023 - 01.06.2024 (Pay Date: 01.11.2024)		\$1,011.62
ADKINSON, NEED, ALLEN, & RENTROP	SERVICES THROUGH 12.20.2023		\$440.00
APEX SOFTWARE	TREASURER SOFTWARE - (02.01.24 - 02.01.25)		\$260.00
APT TECHNOLOGIES LLC	HDC & CITY COUNCIL MEETING IT SERVICES		\$400.00
ARCHITECTURAL SOLUTIONS	TOWNHOMES PH3 - DESIGN DRAWING DEVELOPMENT		\$8,700.00
ARNOLD FREIGHT CO.	CITY FREIGHT CHARGES		\$57.42
CITY OF MACKINAC ISLAND	HRA REIMBURSEMENTS		\$468.28
DOUD'S MARKET	CITY CHARGES - REC. DEPT.		\$6.98
DPW	CITY WATER BILLS		\$677.44
ELECTION SOURCE	ANNUAL MAINTENANCE CONTRACT		\$615.00
EMPIRIC SOLUTIONS	TRAVEL / FEB 2024 CITY&PD / JAN 2024 CITY&PD		\$3,832.40
ISLAND HARDWARE	PD GAS & PW SUPPLIES		\$2,113.06
M.I. FERRY CO.	REC DEPT WREATH KITS		\$30.00
MACKINAC ISLAND SERVICE CO	COMMERCIAL TRASH - NOVEMBER		\$49.05
MARY PATAY	REIMBURSEMENT - PICKLEBALL YOUTH MEMBERSHIP		\$35.00
MCMASTER CARR	PW SUPPLIES / FD SUPPLIES		\$335.49
MML	MML DUES & LEGAL DEFENSE FEES		\$637.00
QUADIENT	POSTAGE MACHINE RENTAL		\$104.85
REHMANN	NOVEMBER 2023 PAYROLL, OUTSOURCING & PREP		\$2,795.00
RICHARD NEUMANN ARCHITECT	NOV - DEC 2023 ARCHITECTURAL SERVICES		\$437.50
ST. IGNACE NEWS	LIBRARY ADVERTISING		\$110.00
TRI COUNTY BLDG. CENTER	CRTHOUSE RAILING & FLOWER BOXES		\$3,314.05
UP ENGINEERS & ARCHITECTS	SERVICES RENDERED 10.29.23 - 12.2.23 (COMERCIAL DOCK)		\$950.00
UPPER PENINSULA LIBRARY COOP	JAN 1 - MAR 31,2024 OPERATING FEES		\$577.49
WADE TRIM	MASTER PLAN UPDATE		\$615.30
		TOTAL:	\$78,714.63

City Clerk

From: Warren Creamer <wc@mfc.com>
Sent: Monday, January 8, 2024 9:41 AM
To: City Clerk; Erin Evashevski (erinevashevskilaw@gmail.com)
Cc: Colis, Thomas D.; Steven Burke, CFA; Stacey Mills; Karen Attardo; Amanda Coffelt
Subject: [Retrieved]Mackinac Island - House Phase 3
Attachments: 010824-Mackinac Island 2024 CIB LTGO Taxable- bondscenarios.pdf; 010523-Mackinac Island 2024 CIB-MFCI Engagement Letter.pdf

Danielle,

I hope this email finds you well. We are working with Erin Evashevski and Tom Colis in connection with the third phase of the City's housing program. We are required by the SEC and the Municipal Securities Rulemaking Board to evidence our municipal advisory relationships in writing and make certain disclosures. Erin asked that we send our engagement letter to you on behalf of the Mayor. The engagement letter does not need to be signed. We simply asked that you acknowledge receipt.

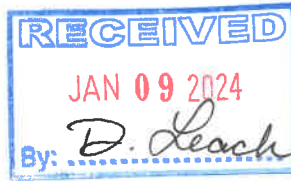
Erin,

As promised, attached please find various debt service scenarios for discussion at your next Council meeting. We've included a 15 and 20 year public offerings and a 15 year private placement. The last two phases of the City's housing program were privately placed. In today's market, we estimate a public offerings will provide a lower interest cost than a private placement. Those savings come with some effort, however. We'll need to prepare a disclosure document, secure a rating and provide ongoing disclosure on an annual basis (much like the filing of your audit with the Michigan Department of Treasury) until the bonds are paid off. Please call with any questions you may have.

Thanks you both for all your help,

Warren

Warren M. Creamer III
Managing Director
MFCI, LLC
wc@mfc.com
231-357-8793



January 5, 2024

VIA EMAIL

Margaret M. Doud, Mayor
City of Mackinac Island
7358 Market Street
P.O. Box 455
Mackinac Island, MI 49757

**Re: City of Mackinac Island
2024 Capital Improvement Bonds (Limited Tax General Obligation)(Taxable)**

Dear Mayor Doud:

This letter serves to record the terms of MFCI, LLC's ("MFCI") engagement to represent the City of Mackinac Island (the "City") as a client with regard to the captioned matters.

MFCI is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC) (www.sec.gov) and the Municipal Securities Rulemaking Board (MSRB) (www.msrb.org).

MFCI agrees that the scope of our services in connection with the captioned matters is as follows:

- Prepare Bond specifications with Bond Counsel;
- Assist the City with the determination of a sale method(s) and, if needed, assist in the hiring of an underwriter at the City's direction;
- Develop the financing schedule;
- Assist in drafting and/or reviewing the financial and structural aspects of the Official Statement, as requested;
- Prepare general and economic data document and debt statements;
- Prepare for and coordinate the bond rating, as needed;
- Assist the working group in preparing sale documents;
- Prepare, coordinate, advertise, and analyze sale of Bonds;
- Prepare post-sale documentation and summaries; and
- Assist the working group with closing activities.

The services provided by MFCI are limited to the services described above unless otherwise agreed to in writing by MFCI.

Fees:

MFCI's fees on these matters are based on a fee schedule attached hereto as Appendix C. MFCI will invoice on a transactional basis through closing. If closing does not occur, MFCI will not invoice for any fees. MFCI will invoice the City upon closing of each issue. Warren Creamer will be the principal financial consultant contact on these matters.

Disclosure of Conflicts of Interest and Other Information:

As a registered municipal advisor MFCI is required to disclose potential conflicts of interest and other information regarding MFCI's registration, including where to locate MFCI's registration information on the SEC's EDGAR system. MFCI's required disclosures are included as Appendix B to this letter, incorporated herein by reference. Any additional disclosures made by MFCI to update the disclosures contained in Appendix B are also incorporated by reference to this letter.

This letter is supplemented by MFCI's Standard Terms of Engagement for Financial Consulting Services, attached, which are incorporated in this letter and apply to this matter and other matter(s) for which the City engages MFCI. MFCI agrees to promptly amend or supplement this letter to reflect any material changes or additions to the engagement. If the City agrees that this letter provides acceptable terms for MFCI's engagement in this matter, please acknowledge via an email reply.

We look forward to working with you.

Sincerely,

MFCI, LLC



Warren M. Creamer
Managing Director

CC:

Steven Burke, CFA, MFCI, LLC

Stacey Mills, MFCI, LLC

Karen J. Attardo, MFCI, LLC

Appendix A

MFCI, LLC (MUNICIPAL FINANCIAL CONSULTANTS) STANDARD TERMS OF ENGAGEMENT FOR FINANCIAL CONSULTING SERVICES

This statement provides the standard terms of MFCI, LLC’s (“MFCI” or “the firm”) engagement as your financial consultants. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the financial consulting representation, so long as those purposes are legal and do not violate the firm’s obligations under applicable federal securities rules and regulations; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of financial services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) cooperate with MFCI and the finance team to provide accurate and necessary information, records and data about the client and access to client personnel necessary to structure the debt, complete the disclosure documents and prepare the transaction documentation; and (B) pay the firm as provided by this agreement and any other agreements regarding payment for financial consulting services and expenses. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the transaction in a manner that would violate our regulatory obligation to deal fairly with all persons or; (B) demand any assistance which violates the federal or state laws.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of the Client unless our engagement letter expressly provides otherwise.

THE SCOPE OF OUR WORK/TERM

You should have a clear understanding of the financial consulting services we will provide, as described in the preceding letter. Any questions that you have should be dealt with promptly.

We will, at all times, act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your matters are expressions of our best professional judgement, but are not guarantees. Such advice is necessarily limited by our knowledge of the facts and are based on the state of the facts at the time they are expressed. Your obligation to pay our fees as provided in this letter is not contingent upon a result or results in the matter.

Our relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notifications by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our client relationship.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us in writing.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Unless otherwise provided in our engagement letter, we will provide you with an invoice upon completion of the assignment. Payment is due on receipt.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. Moreover, you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

Appendix B

CONFLICTS OF INTEREST AND OTHER DISCLOSURES

Conflicts Due to the Form and Basis of Our Compensation

MFCI's future fee compensation is contingent upon successful closing of the issue and the par (dollar) amount of the issue. This could potentially cause a conflict of interest for MFCI. For example, fees based on the principal amount of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Similarly, fees that are only paid on the successful completion of a financing present a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. When facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. MFCI manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its clients that requires it to put the interests of a client above and ahead of MFCI's interests.

Most Recent SEC Filings:

The SEC Form MA and MI-I provide clients with information about our firm, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. This can be accessed at:

<https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001732526&owner=exclude&count=40>

MSRB Rule G-10 Disclosure

MFCI, LLC (Municipal Financial Consultants) is registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

Clients can access the MSRB or SEC via the internet at:

<http://www.msrb.org>

<http://www.sec.gov>

The MSRB provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with MSRB rules when engaging in municipal advisory activities. Read about rule protections when working with a municipal advisory in the MSRB's brochure for municipal advisory clients.

If you have a complaint about your municipal advisor or about the municipal securities market, contact:

U.S. Securities and Exchange Commission
Office of Municipal Securities
100 F Street, N.E.
Washington, DC 20549
(202) 551-5680

Appendix C
SCHEDULE OF FINANCIAL ADVISORY FEES
FOR
CITY OF MACKINAC ISLAND

Financial Advisory Fees:

- 2024 Capital Improvement Bonds (Limited Tax General Obligation)(Taxable)– 85% of Bond Counsel Fee

The Municipal Advisory Council of Michigan Fee:

The Municipal Advisory Council of Michigan (the “MAC”) assesses MFCI a \$450.00 fee on every bond issue for which we act as municipal advisor in the State of Michigan. Our membership in the MAC is voluntary, but the per bond issue assessment is meant to cover costs for credit reports, and similar information available from the MAC that is used in the offering document and in other states is billed directly by a third-party. The MAC is a single-source municipal database for essential bond and note details for all local government issuers in Michigan. Among 23 distinctive credit reports, the MAC is the primary source for issuer’s debt statements, overlapping debt and indirect debt, as disclosed in official statements. The MAC tracks, monitors and records all Michigan new issue bond sales, whether competitive, negotiated, or private placements. This represents more than 13,190 active and outstanding bond issues. The MAC is a Michigan non-profit membership service company. It is not a trade association, nor is it chartered or registered in accordance with State of Michigan legal requirements to lobby on matters of legislation, regulation or policy(s) anticipated to have an impact on functions benefiting Members.

Our clients may opt out of the MAC fee as the MAC is a voluntary membership. If you choose to opt out, please reply via email and request to opt out. If you do not opt out, MFCI will bill the MAC fee of \$450.00 separately on the invoice.

Other Expenses:

MFCI, LLC will pay third party invoices for services rendered directly relating to the captioned issue on behalf of our clients up to \$1,500.00 per invoice. MFCI, LLC will bill these expenses to our clients as part of MFCI, LLC’s invoice. Clients will be provided with copies of the invoices when they are made available.

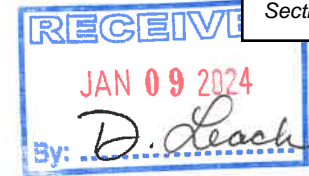
Official Statement:

At the request of the client, prepare a preliminary and/or final official statement utilizing information provided by the client and other parties: **\$4,500.00.**

Note that MFCI, LLC will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the preliminary and/or final official statement (other than information related to MFCI, LLC or provided by MFCI, LLC for inclusion in such documents), and its assistance in preparing the preliminary and/or final official statement should not be construed as a representation that it has independently verified such information.



City of Mackinac Island
2024 Capital Improvement Bonds (Limited Tax General Obligation)(Taxable)
Phase 3 Housing Program Project
\$1,500,000
January 8, 2024



Section XI, Itema.

Assumptions

Dated: 3/21/2024
 First Interest: 12/1/2024
 First Principal: 6/1/2025
 Assumes AA- rating and current market rates

Ending March 31,	Competitive Sale 20 Year Maturity Estimated TIC: 5.605% Estimated All Inclusive Cost: 6.055%			Competitive Sale 15 Year Maturity Estimated TIC: 5.317% Estimated All Inclusive Cost: 5.870%			Bank Placement 15 Year Maturity Estimated TIC: 6.320% Estimated All Inclusive Cost: 6.692%		
	Principal	Interest	Est. Total Debt Service	Principal	Interest	Est. Total Debt Service	Principal	Interest	Est. Total Debt Service
2025	\$ -	\$ 40,701	\$ 40,701	\$ -	\$ 38,497	\$ 38,497	\$ -	\$ 47,853	\$ 47,853
2026	50,000	81,547	131,547	75,000	76,446	151,446	65,000	95,274	160,274
2027	50,000	79,154	129,154	75,000	72,857	147,857	70,000	91,008	161,008
2028	55,000	76,729	131,729	80,000	69,277	149,277	70,000	86,584	156,584
2029	55,000	74,196	129,196	85,000	65,478	150,478	75,000	82,002	157,002
2030	60,000	71,545	131,545	90,000	61,444	151,444	80,000	77,104	157,104
2031	60,000	68,787	128,787	95,000	57,193	152,193	85,000	71,890	156,890
2032	65,000	65,856	130,856	100,000	52,621	152,621	95,000	66,202	161,202
2033	65,000	62,719	127,719	105,000	47,674	152,674	100,000	60,040	160,040
2034	70,000	59,484	129,484	110,000	42,521	152,521	105,000	53,562	158,562
2035	75,000	56,048	131,048	115,000	37,189	152,189	110,000	46,768	156,768
2036	75,000	52,470	127,470	120,000	31,583	151,583	120,000	39,500	159,500
2037	80,000	48,598	128,598	125,000	25,466	150,466	130,000	31,600	161,600
2038	85,000	44,329	129,329	130,000	18,868	148,868	135,000	23,226	158,226
2039	90,000	39,711	129,711	140,000	11,741	151,741	145,000	14,378	159,378
2040	95,000	34,677	129,677	145,000	3,988	148,988	155,000	4,898	159,898
2041	100,000	29,285	129,285	-	-	-	-	-	-
2042	105,000	23,528	128,528	-	-	-	-	-	-
2043	110,000	17,400	127,400	-	-	-	-	-	-
2044	120,000	10,774	130,774	-	-	-	-	-	-
2045	125,000	3,650	128,650	-	-	-	-	-	-
	\$ 1,590,000	\$ 1,041,186	\$ 2,631,186	\$ 1,590,000	\$ 712,840	\$ 2,302,840	\$ 1,540,000	\$ 891,889	\$ 2,431,889

Estimated Costs of Issuance

Estimated Underwriter's Discount (2.00%):	\$ 31,800
Estimated Costs of Issuance:	56,843
Deposit to Construction Fund:	1,500,000
Rounding Amount:	1,357
Par Amount of Bonds:	\$ 1,590,000

Estimated Costs of Issuance

Estimated Underwriter's Discount (2.00%):	\$ 31,800
Estimated Costs of Issuance:	56,843
Deposit to Construction Fund:	1,500,000
Rounding Amount:	1,357
Par Amount of Bonds:	\$ 1,590,000

Estimated Costs of Issuance

Estimated Underwriter's Discount (None):	\$ -
Estimated Costs of Issuance:	36,833
Deposit to Construction Fund:	1,500,000
Rounding Amount:	3,167
Par Amount of Bonds:	\$ 1,540,000

**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS**

CITY OF MACKINAC ISLAND
County of Mackinac, State of Michigan

Minutes of a regular meeting of the City Council of the City of Mackinac Island, County of Mackinac, State of Michigan, held on the 10th day of January, 2024, at 3:00 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member: _____ and supported by Member: _____:

WHEREAS, the City of Mackinac Island, County of Mackinac, State of Michigan (the "City") intends to issue general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in an aggregate principal amount of not to exceed Two Million Dollars (\$2,000,000) (the "Bonds"), for the purpose of paying the costs of acquiring, constructing, furnishing and equipping publicly owned housing facilities in the City, including related site improvements (the "Project"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in *The St. Ignace News* of St. Ignace, Michigan, a newspaper of general circulation in the City.
2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.
3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Danielle M. Leach, City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Council of the City of Mackinac Island, County of Mackinac, State of Michigan, at a regular meeting held on the 10th day of January, 2024, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

Danielle M. Leach, City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS
OF THE CITY OF MACKINAC ISLAND
OF INTENT TO ISSUE BONDS
AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of Mackinac Island, County of Mackinac, State of Michigan (the "City"), intends to issue and sell its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an aggregate principal amount of not to exceed Two Million Dollars (\$2,000,000), for the purpose of paying the costs of acquiring, constructing, furnishing and equipping publicly owned housing facilities in the City, including related site improvements.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS SHALL BE PAYABLE from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

BOND DETAILS

SAID BONDS will be payable in annual installments not to exceed twenty (20) in number and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Danielle M. Leach
City Clerk
City of Mackinac Island

41550470.1/100487.00013

NOTICE TO TAXPAYERS AND ELECTORS
OF THE CITY OF MACKINAC ISLAND
OF INTENT TO ISSUE BONDS
AND THE RIGHT OF REFERENDUM RELATING THERETO

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THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Danielle M. Leach
City Clerk
City of Mackinac Island

City Clerk

From: Erin Evashevski <erinevashevskilaw@gmail.com>
Sent: Thursday, January 4, 2024 11:53 AM
To: City Clerk
Subject: Fwd: Mackinac Island :: Notice of Intent Resolution (Phase 3 Housing Program) [MCPS-ACTIVE.FID2225540]
Attachments: Notice of Intent Resolution (2024)(Phase 3 Housing Project)(41550470.1).docx; Notice (for publication purposes)(41550593.1).docx

----- Forwarded message -----

From: Colis, Thomas D. <Colis@millercanfield.com>
Date: Tuesday, January 2, 2024
Subject: Mackinac Island :: Notice of Intent Resolution (Phase 3 Housing Program) [MCPS-ACTIVE.FID2225540]
To: Warren Creamer <wc@mfc.com>, "Erin Evashevski (erinevashevskilaw@gmail.com)" <erinevashevskilaw@gmail.com>
Cc: "Steven Burke, CFA" <steveb@mfc.com>, Stacey Mills <sm@mfc.com>, Karen Attardo <KA@mfc.com>, Amanda Coffelt <ac@mfc.com>

Good Afternoon and Happy New Year,

I have attached for your review the *Notice of Intent Resolution* for consideration by City Council at its meeting on January 10, 2024. The resolution authorizes the publication of a notice of intent to issue bonds in the maximum amount of \$2,000,000 payable in not more than twenty (20) annual installments to finance Phase 3 of the City's housing project.

Once adopted, the notice that appears on Exhibit A to the resolution needs to be published **as a one-quarter (1/4) page display advertisement**. To facilitate the publication of the notice, I have attached a separate document that only contains the notice that can be forwarded to the paper. It includes the publication requirements in the heading of the document.

I would appreciate receiving a signed copy of the resolution following its adoption along with the affidavit of publication of the notice from the paper, including the "tear sheet," once it is available.

Please contact me with any questions or comments.

Tom

City Clerk

From: Emma Motz <emma.motz@kmgprestige.com>
Sent: Wednesday, January 10, 2024 11:23 AM
To: City Clerk; Mayor's Assistant
Subject: Fwd: Forrest Way Townhomes

Emma Motz
Community Manager
Forest Way Townhomes
P.O. Box 1248
Mackinac Island, MI
PH: 906-748-0512

emma.motz@kmgprestige.com<mailto:emma.motz@kmgprestige.com>
<mailto:forestway@kmgprestige.com>
forestway@kmgprestige.com

Begin forwarded message:

From: Ashton Walker <AshtonWalker@johnegreen.com>
Date: January 10, 2024 at 11:06:41 AM EST
To: Emma Motz <emma.motz@kmgprestige.com>
Cc: Kevin Shaw <KevinShaw@johnegreen.com>
Subject: Forrest Way Townhomes

CAUTION: This email originated from outside of KMG Prestige. Please use caution opening any attached documents or links.

Emma,
As discussed, we will provide the following materials for all four buildings:
4. Indoor/outdoor horn and strobe combos (audible and visible) 4. 6 place head boxes 4. Head wrenches 16. Viking Vk468 155* Residential QR pendants

The cost will include the time to install the boxes, stock the head boxes and set the alarm times on the new horn and strobes (wired by others)

The verbal price for our part of the work and to supply the materials was \$1300.
If you have any questions or need anything else, please feel free to reach out to me at any time.

Thank you.

Section XI, Itemc.

Ashton Walker, Service Tech/Foreman
John E. Green Co. 601 Porter St., Petoskey, MI 49770<x-apple-data-detectors://1/0>
Cell: (231) 330-6126<tel:(231)%20330-6126>

Safety Quality Integrity Service

CITY OF MACKINAC ISLAND PERMIT APPLICATION FOR PARADE OR COMPETITIVE EVENT

As prescribed under Provisions of City of Mackinac Island Ordinance No. 273

Name of Applicant: Jon Vos

Address: 5997 120th Ave Holland, MI 49424
(P.O. Box) (Street) (City) (State) (Zip)

Phone Number & Email: 616.403.2523 jon@swimaroundmac.com
(Phone) (Email)

Name of Group or Organization Sponsoring the Event: Mackinac Island Swim, LLC

Address: (same as above)
(P.O. Box) (Street) (City) (State) (Zip)

Group Status: Profit Non-Profit

Type of Event: Parade Competitive Event

Date of Event: August 18, 2024 Time of Event: 7am 4pm
(Day) (Date) (Start) (End)

Location of Event (starting and ending locations and proposed route): Event will run the same as previous years, starting at the North end of the boardwalk past the school and ending at Mission Point. The finish line at Mission Point acts as a charity fundraiser. 400 - 500 swimmers.

Name of Liability Insurance Company: Unique Risk Management

Policy or Binder Number: A-SP-SU-23-12-11-292695 Amount of Coverage: \$1,000,000

 12/27/2024
Applicant Signature Date

Application Received: 12-28-23 Fee Received: _____ Ck #: _____
Approved: _____ Denied: _____ By: Council

MACKINAC ISLAND STATE PARK COMMISSION

Section XI, Itemd.

Island activity:
PO Box 370
Mackinac Island, MI 49757
(906) 847-6607

Mainland activity:
PO Box 873
Mackinaw City, MI 49701
(231) 436-4205

APPLICATION FOR GROUP ACTIVITY PERMIT

Application Date 9/25/23 Activity Date 8/17/24 Activity Time 1:00pm - evening

Group Name (Permittee) Mackinac Island Swim, LLC

Person Filing Application Jon Vos

Address 5997 120th Ave, Holland, MI 49424 Telephone 616.403.2523

Activity Type Kayak staging for 2024 Mackinac Island Swim

Location Beach @ NorthEast and of Boardwalk Group Size approx 30 - 50 kayaks

Contact Person During Activity Jon Vos - 616.403.2523

Special Requirements We request access to the property between the boardwalk and the beach near the northwest portion of the boardwalk. Location will be used to stage kayaks and totes that are necessary for the Mackinac Island Swim. (same procedure as prior year's event)

The Commission requires Group Activity Permit Application fees for the purpose of administration and oversight of the program. Effective January 1, 2017, a fee of \$150 for weddings and commercial activities, no charge for geocaching (provided membership with MiGO), and a fee of \$75 for all other activities was established.

Liability: In filing application for a group activity permit, the permittee assumes responsibility for injury or damage of any kind to person or property (regardless of who may own the property) arising out of or suffered through any act of commission or omission of the permittee, its employees, agents, contractors, volunteers or guests in connection with its use of Mackinac State Historic Parks (MSHP) facilities. The permittee agrees to indemnify and hold harmless the State of Michigan and Mackinac Island State Park Commission for all damages, claims, losses, expenses, or other liability due to personal injury or death, or damage to property of others, arising out of or suffered through any act or omission of the permittee, its employees, agents, contractors, volunteers or guests, in connection with its use of MSHP facilities. **GEOCACHING ONLY:** Failure to abide by procedures may jeopardize your ability to obtain future permits for caches.

Permittee Authorized Signature _____

FOR OFFICE USE ONLY AMOUNT PAID \$ WAIVED

Application Approved Yes No Date approved 12/1/23

Special Requirements _____

By: [Signature]
Park Manager or Group Travel and
Special Events Coordinator

For any commercial
activity within the park:

Director Approval Required

Rev. 09/16 Copy to administrative office: Date 12/1/23

MACKINAC ISLAND STATE PARK COMMISSION

Section XI, Itemd.

Island activity:
PO Box 370
Mackinac Island, MI 49757
(906) 847-6607

Mainland activity:
PO Box 873
Mackinaw City, MI 49701
(231) 436-4205

APPLICATION FOR GROUP ACTIVITY PERMIT

Application Date 9/25/23 Activity Date 8/18/24 Activity Time 7:00am - 4:00pm

Group Name (Permittee) Mackinac Island Swim, LLC

Person Filing Application Jon Vos

Address 5997 120th Ave Telephone 616.403.2523

Activity Type Swim around Mackinac Island with charity fundraising event @ Mission Point

Location Starting location at North end of boardwalk. Group Size 400 - 500 swimmers

Contact Person During Activity Jon Vos 616.403.2523 or Jon Turner (as backup) 616.204.3450

Special Requirements Swim will go the same as previous years, and as outlined on www.swimaroundmac.com

Kayaks will be stored on shore side of North boardwalk on Saturday the 17th. 400-500 participants in water, made up of individuals, relay teams and support kayakers. Swim will provide land & water support. USCG permit as well.

The Commission requires Group Activity Permit Application fees for the purpose of administration and oversight of the program. Effective January 1, 2017, a fee of \$150 for weddings and commercial activities, no charge for geocaching (provided membership with MiGO), and a fee of \$75 for all other activities was established.

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Permittee Authorized Signature _____

FOR OFFICE USE ONLY AMOUNT PAID \$

Application Approved Yes No Date approved 12/1/23

Special Requirements _____

By: [Signature]
Park Manager or Group Travel and
Special Events Coordinator

For any commercial
activity within the park:

Director Approval Required

Rev. 09/16 Copy to administrative office: Date 12/1/23

Shepler's Mackinac Island Ferry
 556 East Central Avenue
 PO Box 250
 Mackinaw City, Michigan 49701



Serving Mackinaw City and St. Ignace

Toll Free: (800) 828-6157
 Phone: (231) 436-5023
 Fax: (231) 436-7521
 E-mail: groups@sheplersferry.com

Section XI, Itemd.

RESERVATION CONTRACT

Confirmation # 25626

Date Printed: December 06, 2023

Jon Vos
 Mackinac Island Swim

	<u>Passengers</u>	<u>Rate / Person</u>	<u>Subtotal</u>
Adult	1000	\$29.00	--\$29,000.00--
Child	0	\$17.00	\$0.00
AddOns			\$2,400.00
Total	1000		--\$31,400.00--
		Payments	\$0.00
		Balance Due	--\$31,400.00--

Phone 616-403-2523
 Fax

Group Name Mackinac Island Swim

Arrival Date 08/15/2024

Departure Date 08/18/2024

Itinerary Information

Date	Time	Event
Thursday, August 15, 2024	Open	Ferry from Mackinaw City to Island Main Dock
Thursday, August 15, 2024	Open	Ferry from St. Ignace to Island Main Dock
Friday, August 16, 2024	Open	Ferry from Mackinaw City to Island Main Dock
Friday, August 16, 2024	Open	Ferry from St. Ignace to Island Main Dock
Saturday, August 17, 2024	Open	Ferry from Mackinaw City to Island Main Dock
Saturday, August 17, 2024	Open	Ferry from St. Ignace to Island Main Dock
Sunday, August 18, 2024	6:30 am	Special Ferry from Mackinaw City to Island Main Dock
Sunday, August 18, 2024	Open	Ferry from Mackinaw City to Island Main Dock
Sunday, August 18, 2024	Open	Ferry from Island Main Dock to Mackinaw City

Comments (for office use only)

CON POAA:\$29.00/ C:\$17.00 | Swim event is on Sunday but some participants will go over early to spend the whole weekend. The group has been advised to buy their tickets online to account for their promotion code usage.

PLEASE READ THE FOLLOWING. By signing this contract, you are agreeing to the following terms.

This contract is not an invoice.

The passenger count listed is just an estimate and can be adjusted. Please provide a more accurate final count two weeks prior to arrival to reconfirm your group rate qualifications.

Each guest is responsible for purchasing their own ticket unless otherwise noted for a direct bill reservation.

By signing this contract you agree that Shepler's will be the exclusive ferry service provider to the best of your knowledge. You are also confirming that the departure dates and contact information are accurate.

Please return one copy of this contract back to Shepler's by mail, fax or email.

	<i>Katie Wiley</i>	12/6/23
_____ Contact Person	_____ Date	_____ Date
	_____ Shepler's Signature	

Swimmer Safety Protocol for The Mackinac Island Swim

Swimmer's required safety measures

- All swimmers are required to wear a wetsuit*
 - *Except for swimmers opting to bring their own on water support crew
 - Swimmer will be required to have a kayaker with them at all times
- All swimmers are required to have a swim buoy
 - Marked with personal identification and emergency contact
- All swimmers are required to have a whistle

Additional safety recommendations that are not mandatory

- Swimmers are encouraged to have a support kayaker with them
- Swimmers are encouraged to have a support crew follow them around the island from land
- Swimmers are encouraged to pack footwear in their buoy for entry/exit

Chip timing system

The Mackinac Island Swim will be using a chip timing system or something equivalent (RFID tracking, QR code, etc.) as an initial means to track swimmers entering or leaving the water. We will also have a manual system set in place as a means of back-up.

Tracking swimmers from land and safety measures taken on land.

Volunteers will be responsible for checking swimmers out of the water if they decide they cannot finish the swim. Staff roaming the perimeter throughout the swim will also be responsible to contact finish line staff with these reports (swimmers exiting the water) as they occur. All volunteers and staff will be in wearing event shirts. Swimmers will be informed of this procedure during the online safety meeting. This information is also covered during registration and on the website's "info" link.

Lifeguards that are present on the land will be instructed to gradually spread out during the event to no more than ¼ mile spacing (this number is based on recommended distance of lifeguard towers at public beaches). The Mackinac Island Swim will follow American Red Cross standards and will thus have at least 1 lifeguard or medical professional for each 25 swimmers in the water. All lifeguards and medical staff present at this event will be wearing red shirts labeled with the swim's logo and the term "MEDICAL" or something equivalent.

Specific exchange points will be used for relay teams. These relay exchanges are noted on the map on page 4. Relay swimmers not in the water will be acting as additional support for land spotting and tracking of their respective swimmer.

Two aid stations will be located along the swim course. These locations can be seen on the provided maps. Each aid station will be supported by a volunteer crew that consists of at least one medical volunteer (lifeguard, nurse, doctor, etc.) and a roaming paramedic within at least 1 mile of this location.

Lifeguards and medical staff have full authority to address any swimmer they feel is struggling to be pulled from the water.

Tracking swimmers and safety measures taken from the water.

In addition to support kayakers with their respective swimmers, the Mackinac Island Swim will be providing kayak support volunteers. A minimum of 1 volunteer kayaker per 20 swimmers will be provided. These kayakers will be moving along as the swim proceeds around the island. There will always be 1 lead kayaker with the fastest swimmer and 1 kayak with the slowest swimmer. All other kayakers will gradually spread out during the event and remain with the packs of swimmers as they disperse. Kayakers will be responsible for keeping swimmers within 200 yards of the shoreline. Support kayakers and volunteer kayakers will be differentiated by shirt color, each kayaker will be given a neon shirt or reflective vest for the event. These volunteers will also be required to carry cell phones and lifejackets.

Swimmers will be required to reach the North point of the island by 12:00pm or they will be escorted to shore and required to walk to the finish line per waiver they signed.

At minimum there will be 3 additional 6-8 passenger vessels in the water to assist with the event. These vessels will patrol the front, middle and back section of each herd of swimmers. These support crews will have cell phones along with marine radios to act as communications beacons for event staff on the island as well as in the water. Each vessel will include a minimum of 2 volunteers. One to navigate the boat and one to oversee the participants.

Communications

Cell phone signal has been tested at various locations around the swim course and signal shows sufficient strength in all locations for calls and messaging. All volunteers have been informed to carry a cell phone with them in case of emergency and given a list of emergency contacts which include: Paramedic staff, event director, finish line staff, boat staff and additional volunteers of importance. Kayakers are provided waterproof cases for their cell phones and urged to bring back-up batteries.

Volunteers on powered vessels as well as paramedics will be given handheld marine radios to communicate with in addition to the use of their cell phones.

Inclement weather

In the event of weather creating hazardous marine conditions or lightning being forecasted in the area, a decision will be made by the Event Director to cancel the event. If the leeward side of the island allows for safe swimming conditions, an out and back course will be used as a back-up route. The same protocols discussed for a swim AROUND the island would be placed for use in this OUT-&-BACK back-up plan.



- Aid Station
- Relay Exchange

- 7 mile route
- 8.2 route (swimmers keep buoy on right)
- ▲ Turnaround buoys

1: Start Line (45.8489, -84.62645)
 - Relay Exchange option 1
 - *only relay exchange without a buoy
 - kayak storage on 8/13

2: Relay exchange #2 (45.855257, -84.642860)
 - Relay Exchange option 2

3: British Landing (45.87749, -84.64542)
 - Aid Station #1
 - Relay Exchange option 3

4: NE Beach (45.88338, -84.63753)
 - Relay Exchange option 4

5: Last Chance (45.87027, -84.6166)
 - Aid Station #2
 - Relay Exchange option 5

6: Finish Line!!!! (45.84971, -84.60491)

Restrooms*

- Shepler's Docks (7:00am)
- British Landing
- State Parks Visitor Center (6:30am)
- Mission Point Conference Center

***there will be NO RESTROOMS at the START LINE. Plan accordingly.**

Aid station/Relay exchange (#2)



Back-up route in the event of heavy west winds.



23052 Alicia Pkwy, STE H375, Mission Viejo
CA, United States
CA License #0F56527

December 11, 2023

Insurance Quotation
Application #: A-SP-SU-23-12-11-292695

To: Jon Vos
For: Mackinac Island Swim, LLC
Sports Coverage Program (General Liability with Participant Accident Coverage)

We are pleased to provide the following quotation on behalf of the Insurers mentioned below. This insurance program is written on a master policy, situs Nevada, with each member named to the policy on an individual certificate. Each member is named to the program policy on an individual basis with their own Liability Occurrence Limit and Aggregate limit.

Summary of Coverages

General Liability Protection Program

Provided by: Accelerant Specialty Insurance Company (Surplus Lines Insurer AM Best A-)
\$3,000,000 General Aggregate
\$1,000,000 Each Occurrence
\$2,000,000 Products / Completed Operations
\$1,000,000 Personal & Advertising Injury
\$300,000 Damage To Premises Rented (Any one premises)
\$5,000 Medical Expenses (any one person)
\$1,000 Deductible per Property Damage Claim

Accident Protection Program

Provided by: AXIS Insurance Company (Admitted A.M. Best Rated "A")
\$25,000 Maximum Medical Expense Benefit
\$10,000 Accidental Death & Dismemberment Benefit
\$1,000 Deductible Amount per Claim
\$1,000,000 Aggregate Limit of Indemnity per Accident

52 Week Benefit Period, Excess Coverage
Dental Benefit Included in Maximum Medical Benefit

Policy Term: August 18, 2024 to August 18, 2024

This Quotation will expire in 45 days.

Re: Registered Swimming - open water - Lakes and oceans, large class one rivers participants: 08/18/2024 - 08/18/2024;

TOTAL PREMIUM COST* :	\$2,280.69	+350 Broker Fee Fully earned at inception
General Liability	\$1,692.70	fully earned at inception
Accident Medical	\$250.00	fully earned at inception
Abuse/Molestation	\$0.00	fully earned at inception
NV Surplus Lines Tax	\$59.24	fully earned at inception
NV Stamp Fee	\$6.77	fully earned at inception
Program Management Fee	\$174.84	fully earned at inception
Policy Fee	\$97.14	fully earned at inception

(Master Policy Situs Nevada)

Please Note: General Liability Program rates include Premium, TRIA Premium, NV Surplus Lines Taxes/Stamping Fees, Program Administrative Fees, and Broker Fees. * A 3% convenience charge will be added to this amount if paying by credit card.

THIS QUOTATION IS A SUMMATION OF THE LIMITS, TERMS, COVERAGES AND CONDITIONS ALL OF WHICH ARE SUPERSEDED BY THE ACTUAL MASTER POLICY.



23052 Alicia Pkwy, STE H375, Mission Viejo
CA, United States
CA License #0F56527

Optional Liability Coverages

Excess Liability

\$1,000,000/\$1,000,000	ExcessLiability	(Total \$2,000,000 / \$4,000,000)	\$507.81
\$2,000,000/\$2,000,000	ExcessLiability	(Total \$3,000,000 / \$5,000,000)	\$592.45
\$3,000,000/\$3,000,000	ExcessLiability	(Total \$4,000,000 / \$6,000,000)	\$677.08
\$4,000,000/\$4,000,000	ExcessLiability	(Total \$5,000,000 / \$7,000,000)	\$846.35
\$5,000,000/\$5,000,000	ExcessLiability	(Total \$6,000,000 / \$8,000,000)	\$1,015.62

Fully Earned at Policy Inception. Additional Premium amount may be more, depending on coverage period and number of participants. Higher limits are available upon request. Does not include fees and taxes.

Abuse/Molestation

X	\$25,000/\$50,000	Abuse & Molestation	INCLUDED*
	\$50,000/\$100,000	Abuse & Molestation	\$144.20
	\$100,000/\$500,000	Abuse & Molestation	\$154.50
	\$1,000,000/\$1,000,000	Abuse & Molestation	\$185.40
	\$1,000,000/\$2,000,000	Abuse & Molestation	\$216.30

Fully Earned at Policy Inception. Additional Premium amount may be more, depending on coverage period and number of participants. Higher limits are available upon request. Does not include fees and taxes.

This quotation expires in 45 days.

The 'X' and '*' indicate the selected coverage.

Total Premium Including Optional Coverage:

\$2,280.69 +350 Broker Fee Fully earned at Inception



23052 Alicia Pkwy, STE H375, Mission Viejo
CA, United States
CA License #0F56527

General Liability Coverage

Who Is Covered

This program provides protection for Participants, Staff and Volunteers of the Policyholder, against claims of bodily injury liability, property damage liability and the litigation costs to defend against such claims. Coverage is provided up to \$1,000,000 per occurrence with a general aggregate amount of \$3,000,000.

General Liability Coverage Includes Suits Arising Out Of:

- Injury or death of participants
- Injury or death of spectators
- Injury or death of volunteers
- Property damage liability
- Incidental medical malpractice
- All activities necessary to conduct practices and games
- Ownership use or maintenance of fields or practice areas
- General negligence claims
- Cost of investigation and defense of claims, even if groundless

Inclusions/Program Highlights:

Occurrence-Form Policy; coverage included for claims by athletic participants.

General Liability Exclusions:

War and Civil War, Assault & Battery, Expected or Intended Injury, Asbestos, Punitive Damages related to a Certified Act of Terrorism, Total Pollution, Fungi or Bacteria, Unmanned Aircraft, Fireworks/Pyrotechnics, Inflatable devices of all types with the exception of inflatable sports equipment, Employment Related Practices, Communicable Disease Including COVID-19, Collapse of Temporary Structure, Lead Poisoning, Lead Contamination, Professional Liability, Fire Arms, Motor Racing Vehicles, All Animals, Watercraft 51 feet in length and over, Nuclear, Chemical and Biological, Law enforcement activities, Cross Suits, Personal & Advertising Injury liability (Field of Entertainment).

Please refer to master policy for complete list of Exclusions.

[Click here for policy forms](#)

Waiver & Release System:

The General Liability policy requires that the insured must maintain a system to regularly secure signed Waiver and Release forms from participants. The Waiver/Liability release forms should meet all current paper and or e-waiver state requirements. For minor participants, these waiver/release forms MUST be signed by a parent or legal guardian. Unintentional error on your part in securing Waiver and Release forms will not void your coverage in the event of a claim by a participant; however, your failure to maintain an adequate system to regularly secure Waiver and Release forms will void your coverage in the event of a claim. For your protection we recommend having your waiver prepared /approved by your legal counsel.



23052 Alicia Pkwy, STE H375, Mission Viejo
CA, United States
CA License #0F56527

Participant Accident Protection Program(Excess Coverage)

Who Is Covered

All Participants, Staff and Volunteers of the Policyholder are covered while participating in sponsored and supervised activities.

If, within one-year from the date of an Accident covered by this Certificate, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

<u>Loss</u>	<u>Percentage Of Principal Sum</u>
Loss of life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint.

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

"Severance" means the complete separation and dismemberment of the part from the body.

In California, loss of a thumb and index finger means loss by complete Severance of at least one whole phalanx of each.



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CA, United States
CA License #0F56527

Accident Medical Exclusions:*

Benefits will not be paid for a Covered Person's loss which:

(1) Is caused by or results from the Covered Person's own:

- a. Intentionally self inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane);
- b. Voluntary self administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded);
- c. Commission or attempt to commit a felony;
- d. Participation in a riot or insurrection;
- e. Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
- f. Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;

(2) Is caused by or results from:

- a. Declared or undeclared war or act of war;
- b. An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days;
- c. Aviation, except as specifically provided in this Certificate;
- d. Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted, unless a Sickness Expense Rider is in force under this Certificate. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
- e. Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - i. The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
 - ii. The Covered Person was within a 25-mile radius of the site of the release either:
 - 1. At the time of the release; or
 - 2. Within 24 hours of the start of the release.



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CA, United States
CA License #0F56527

December 11, 2023

Confirmation Letter / Binder Agreement
Application #: A-SP-SU-23-12-11-292695

For: Mackinac Island Swim, LLC

Dear Jon Vos,

This correspondence comes to you as a confirmation of insurance coverage for your organization.

Effective Date: August 18, 2024

Expiring Date: August 18, 2024

Premium Charge and Policy Requirements:

General Liability	\$1,692.70	fully earned at inception
Accident Medical	\$250.00	fully earned at inception
Abuse/Molestation	\$0.00	fully earned at inception
NV Surplus Lines Tax	\$59.24	fully earned at inception
NV Stamp Fee	\$6.77	fully earned at inception
Program Management Fee	\$174.84	fully earned at inception
Policy Fee	\$97.14	fully earned at inception
(Master Policy Situs Nevada)		
Total Premium Cost:	\$2,280.69	+350 Broker Fee Fully earned at Inception

Sports / Activities Insured:

Client agrees to using all industry standard safety and protective gear:

Re: Registered Swimming - open water - Lakes and oceans, large class one rivers participants:
08/18/2024 - 08/18/2024;

Initial_____

Initial_____

Waiver & Release System is in Place:

(We recommend that you keep a copy of the insured's waiver on file)

Initial_____

Terms and Conditions:

I have read and agree to the terms and conditions for this coverage as specified in the Quote document.

I understand that the quote document is a summation of the limits, terms, coverage and conditions all of which are superseded by the Master Policy.

Initial_____

Warranty & Disclosure:

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete true and correct.

Initial_____

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided. The information I provided on this enrollment form becomes a part of the insurance contract.

Initial_____

I confirm that I have had no claims in the past 5 years other than what has been stated on the application.

Initial_____

I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. Sport Underwriters reserves the right to decline/void any ineligible coverage.

Initial_____

I confirm that all the information on the quoted insurance application is correct.

Initial_____

I acknowledge that Sport Underwriters has the right to request an audit of final participant numbers, or revenue numbers at any time during the policy period.

Initial_____

I have reviewed and agree to all fees listed in the quote document.

Initial_____

I accept the electronic delivery of my insurance documents.

Initial_____



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CA, United States
CA License #0F56527

Applicant Signature to Bind Coverage:

Date:

X _____

IMPORTANT NOTE: A signature is legally binding. In order to issue your policy, please complete and fax/scan a signed copy of this agreement to our office.



Mission Point
RESORT
Mackinac Island

MISSION POINT
GROUP SALES AGREEMENT

Date Prepared: Friday, September 1, 2023

Group Contact: Jon Vos
Organization: **Mackinac Island Swim**

Telephone: (616) 403-2523
E-mail Address: jon@swimaroundmac.com

Function Name: **Mackinac Island Swim 2024**
Official Event Dates: Wednesday, August 14, 2024 - Tuesday, August 20, 2024

Sales Manager: Kristen Compton
Address: 6633 Main Street, PO Box 430
Mackinac Island, Michigan 49757

Telephone: (906) 430-8138
Fax: (906) 847-3408
E-mail Address: kcompton@missionpoint.com

Mackinac Island Swim ("Group") and **Mission Point** ("Hotel") agree as follows:

Hotel agrees to hold the space listed in this Agreement on a tentative basis until **Monday, August 28, 2023**. If this Agreement is not fully executed by Group and Hotel by this date, Hotel will release the space. If an alternate request is received for the same program dates, Hotel will notify Group and Group will have seventy-two (72) hours from Hotel notification to return this executed Agreement.

DEPOSITS

A non-refundable deposit in the amount of **\$1,000** will be due from Group with this signed Agreement no later than **Monday, August 28, 2023**.

Mission Point will accept credit card payment for deposits. To ensure credit card security, we require the credit card holder to contact Accounts Receivable at (906) 847-3021 with credit card information

OR Please mail checks to:

Mission Point Resort
Attn: Accounts Receivable
6633 Main Street
PO Box 430
Mackinac Island, MI 49757

GUEST ROOM BLOCK AND RATES

Mission Point - Mackinac Island Swim 2024 - USD					
		Fri 8/16/2024	Sat 8/17/2024	Sun 8/18/2024	Mon 8/19/2024
Queen – Main Lodge	Guestrooms	7	11	7	--
	Rate	339.00	339.00	289.00	289.00
Double – Straits Lodge	Guestrooms	17	23	17	--
	Rate	441.00	441.00	369.00	369.00
Double – Main Lodge	Guestrooms	10	16	10	--
	Rate	450.00	450.00	379.00	379.00
Lakeview King – Main Lodge	Guestrooms	7	11	9	--
	Rate	488.00	488.00	409.00	409.00
Junior Suite – Main Lodge	Guestrooms	2	6	6	--
	Rate	498.00	498.00	419.00	419.00
Family Suite – Straits Lodge	Guestrooms	9	15	13	--
	Rate	545.00	545.00	469.00	469.00
Main Lodge Family Suite King Double Double	Guestrooms	3	3	3	--
	Rate	555.00	555.00	479.00	479.00
Total Guestrooms		55	85	65	0

**** There is a 2 Night Minimum stay requirement over the dates of Friday, August 16, 2024 and Saturday, August 17, 2024**

Hotel agrees to sell Group **205** Total Room Nights at the Rates and breakdown as outlined above. If additional rooms/nights are later reserved, Hotel reserves the right to increase the rate for those rooms. The quoted rate only includes charges for up to two occupants, unless otherwise noted. An additional person charge of \$25.00 per person, per night applies after (2) adults.

Rates are exclusive of State and Local Taxes, Hotel Levy, and Luggage Transfer Fees. Room charges will be billed to an account maintained by the Hotel for the Group (the "Master Account") or to individual guest folios according to the Billing Arrangements section of this agreement.

Room Taxes. The rates above are exclusive of state and local taxes, currently 6% for Michigan Sales Tax and 3% for Mackinac Island City Assessment. Should any government agency change any tax rate, the effective tax rate at the time of Group's official event date applies.

Hotel Levy. The Hotel Levy is a mandatory fee charged to all guests of Hotel and is not included in the rates quoted above. The Hotel Levy is 10% of the base room charge. The Hotel Levy allows the Hotel to provide various amenities and services, including but not limited to complimentary guestroom wireless internet, access to our health and fitness center, lawn games, tennis court fees, Kids Club participation, and admission to the Richard and Jane Manoogian Mackinac Art Museum.

Luggage Transfer Fees. Luggage transfer fees are mandatory for all guests of Mission Point and are not included in the rates quoted above. This fee includes seamless luggage delivery from the Mackinaw City or St. Ignace Ferry Docks directly to the guest room. The luggage transfer fee is currently \$6.00 per person.

Check-in is at 4:00 p.m. and check-out is at 11:00 a.m. These rates are confirmed on a net non-commissionable basis.

RESERVATION METHOD

Individual

Individual guests will be responsible for making their reservations directly by calling Hotel's Group Reservations Department directly at (800) 833-7711 or using an online booking code that will be provided by Kristen Compton. Hotel will provide a lodging menu that includes contracted room rates, instructions on making reservations as well as luggage, ferry & taxi information which Group will be responsible for distributing to attendees. Guests must identify themselves with the group

receive the contracted rates and ensure proper credit to your room block. A deposit of one night's room charges is required to confirm reservations. This payment may be made by check or credit card. Specific room types are based on availability at the time the individual reservations are made.

Individual reservation deposits will be refunded on cancellations received at least 48 hours prior to arrival date in order to be refunded the reservation deposit. Please note that all reservations are subject to a \$25.00 cancellation processing fee. Should cancellation occur after the cut off, the room deposit is forfeited. Individuals must make reservations by no later than 5 p.m., Eastern Time, on **Monday, June 17, 2024**. If the Group has contracted rooms that have not been reserved, those rooms will be automatically released on that date by the Hotel and additional fees may apply. If Group wishes to reserve rooms after the cut-off date, reservations will be accepted on a space available/case-by-case basis at the discretion of the Hotel.

FUNCTION SPACE COMMITMENT

Hotel is currently holding function space based on the Program of Events below. This is considered to be a firm commitment by Group and any increase or decrease to that commitment may result in a modification of room rental by Hotel. All function and meeting space is assigned by Hotel according to the number of persons guaranteed to attend Group's function. Hotel reserves the right to reassign the space listed on the Program of Events to accommodate both Group and all other groups using Hotel's facilities during Group's meeting.

Group agrees to promptly notify Hotel of any changes in its function space requirements. All fees for meeting and function space are subject to applicable taxes and are exclusive of any food and beverage charges, including minimums detailed in the Food and Beverage minimum detailed below.

Program of Events

Date	Function	Room	Setup	# of Guests
Wed, 8/14/24 8:00 AM - 11:45 PM	Kayak Storage	Friendship Altar		
Thu, 8/15/24 8:00 AM - 11:45 PM	Kayak Storage	Friendship Altar		
Fri, 8/16/24 8:00 AM - 11:45 PM	Kayak Storage	Friendship Altar		
Sat, 8/17/24 8:00 AM - 11:45 PM	Kayak Storage	Friendship Altar		
Sat, 8/17/24 6:00 PM - 8:00 PM	Registration	Friendship Altar		
Sun, 8/18/24 8:00 AM - 11:45 PM	Kayak Storage	Friendship Altar		
Sun, 8/18/24 11:00 AM - 3:00 PM	Rain Backup	Sound Stage and Foyer	Rounds	400
Sun, 8/18/24 11:00 AM - 3:00 PM	Finish Line Lunch	Front Lawn	Rounds	400

INCLEMENT WEATHER POLICY

In the event of inclement weather, a decision regarding the location of events must be made between the client and the Conference Services Manager no less than six (6) hours prior to the event start time. Should the client request a location change within six (6) hours of the start of the event, additional setup fees will apply. Mission Point reserves the right to make the final decision on event locations related to weather issues.

FOOD AND BEVERAGE DETAILS

Group agrees to provide a minimum of **\$12,000** in banquet food and beverage revenue (excluding tax and service charge). Should Group's banquet food and beverage revenue fall below this amount, Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue. All amounts for food and beverage, including any applicable minimum, will be placed on Group's Master Account and subject to Michigan sales tax and a 22% service charge.

All banquet food and beverage arrangements must be made through Hotel. Final Guarantees must be submitted 21 days prior to function date. Only food and beverage purchased from Mission Point may be served to organized Group functions while Group is on Hotel property. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

SPECIAL CONCESSIONS

- Mission Point will offer the group one complimentary Straits Lodge Double Room for the nights of 8/16, 8/17 and 8/18/2024.
- Mission Point Resort will extend this discounted room block on a courtesy basis, with the following stipulations still being in effect:
 - There is a 2 (two) night minimum stay required for the nights of Friday, August 16, 2024 & Saturday, August 17, 2024
 - The individual Cancellation Policy of 48 hours prior to arrival will still be in effect.
 - If additional rooms are needed after the cut-off date for reservations, the group discount will still apply as long as rooms are still available
- Mission Point will waive the Event Space rental with an achieved Food and Beverage Minimum of \$12,000. Cash Bars, Tax and Gratuity do not count towards this Minimum.
 - If group can present proof of Tax-Exempt Status, the 6% tax on the event will be waived.
 - Please note this would not apply to the guestrooms since each individual is paying for their own guestroom charges.

BILLING ARRANGEMENTS

The Group appoints Jon Vos as the Authorized Signer(s) to review and approve all charges billed to the Master Account. Actual incurred charges will be distributed according to the Group's selection of a billing option below. Exceptions to the chosen option may only be made by the Group's Authorized Signer.

Group Pays Events / Individuals Pay Room Charges

Individuals shall be responsible for their own room charges to include tax, hotel level, luggage transfer fees, and any incidental charges or services not authorized by Group to be billed to the Master Account. All individual charges are to be paid upon check-out. The Group's Master Account is limited to charges for organized meeting/function room rental, food and beverage functions and other requested services as approved by Authorized Signer.

PAYMENT/CREDIT ARRANGEMENTS

Pre-Payment for Event

The group agrees to pre-pay its projected master account 14 days prior to arrival. Working with its Mission Point conferences services manager, the group will provide final food and beverage guarantees 21 days in advance of arrival. Within 1 business day of final guarantees, Mission Point's accounting department will provide the group an invoice based on the master account. The preferred and most efficient method of payment is wire transfer; however, credit cards and checks are accepted. Regardless of type, payment must be received 14 days in advance of arrival.

Should payment not be received 14 days prior to arrival, *Mission Point retains the option to terminate this agreement and the group will remain liable for amounts outlined in projected Master Bill.*

Both Mission Point and the group understand that in some cases during the post event reconciliation there may be additions or credits to the final account for the group. Final post event reconciliation and final invoice will be provided to the group within 5 business days of the group's departure. Any credits will be provided to the group within 5 business days and any outstanding invoices will be due to Mission Point in 30 business days.

Should the account not be satisfied within 30 days, it will accrue interest at 1.5% per month (18% per annum). If needed to secure payment, the Group agrees to pay Mission Point all expenses incurred in attempting to collect the balance owed including, but not limited to, all legal expenses and attorney's fees.

Food and Beverage Cancellation Policy

The Group may reserve individual meal functions with the Hotel. These meal functions will be counted against the contracted Food and Beverage Minimum. If Group cancels an individual meal function within 120 days of the Group's arrival, it will be charged 100% of the agreed upon charge for the meal function. This charge will be counted against the contracted Food and Beverage minimum. There is no charge to the Group if it cancels an individual meal function outside of 120 days from the Group's arrival.

FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party) when and to the extent such failure or delay is caused by or results from any circumstances or causes beyond the reasonable control of a party, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, pandemic or epidemic, all types of disaster, any law, order, regulation, or requirement of any governmental agency or authority, curtailment or interruption of utility service for sewer, water, or power to the Hotel, high lake levels, curtailment of transportation facilities, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing (each, a "Force Majeure Event"). Upon occurrence of a Force Majeure Event, the affected party shall promptly notify the other party that a Force Majeure Event has occurred and its anticipated effect on performance, including its expected duration.

If a Force Majeure Event makes it illegal, impractical, or impossible for the Hotel to provide, or the Group to use, the Hotel facilities for the Group's function on the schedule event date(s), then this Agreement may be terminated by either the Hotel or the Group upon written notice to the other party within 10 business days of the terminating party learning of the Force Majeure Event. In the event of such a termination, the Hotel will not charge the Group for any cancellation fees or assessments and the Hotel will work with the Group to rebook the function to a mutually agreed new event date(s) based on availability. If the Group rebooks the function to a new event date(s), the Group's non-refundable deposit will be held by the Hotel for the new event date(s). If the Group elects not to rebook the function to a new date(s), then the Hotel shall retain the non-refundable deposit.

INDEMNIFICATION AND HOLD HARMLESS

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action or liabilities, including reasonable attorney fees, arising out of or resulting from any act undertaken or committed by Group or contractors hired or engaged by Group in connection with the performance of the Group's obligation under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim or action or cause of action, which may be asserted by third parties arising out of performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

INSURANCE

Group is required to insure its obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming Hotel Owner and Mission Point as additional insured with regard to the activities of such outside contractor.

POLICIES AND REGULATIONS

Group shall comply with all Hotel Policies and regulations that apply equally to all similar groups using Hotel facilities. For example, Hotel does not permit food and beverages to be brought into Hotel's function rooms from outside Hotel. Michigan State Liquor law prohibits alcoholic beverages to be brought and consumed in public facilities. All meeting room layout, set-up and diagrams must be pre-approved and in accordance with state and local fire codes. Hotel reserves the right to impose restrictions with respect to the type, quality and placement of all signs.

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. **Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties.** Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this Agreement and shall be deemed delivered upon receipt.

DAMAGES

The Hotel shall not be liable to the Group or any individuals within the Group for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if the Hotel or any of its agents or employees have knowledge of the possibility of such damages.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

BINDING AGREEMENT

This Agreement, along with the Program of Events, Meal Functions and Hotel's Information Sheet, which are incorporated herein and by reference, are all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

WAIVER OF JURY TRIAL

Group and Hotel acknowledge that the right to trial by jury is a constitutional right, but one that may be waived. After consulting (or having had the opportunity to consult) with counsel of their choices, group and hotel, knowingly and voluntarily and for their mutual benefit, hereby waive any right to a trial by jury in the event of litigation regarding performance or enforcement of, or in any way related to this agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

ELECTRONIC SIGNATURES

This signature page may be signed by the parties and sent by electronic transmission (facsimile or email) and shall be acceptable to Hotel to hold the space; provided, however, that if Hotel does not receive the Agreement executed by Group with the original signature without any further changes within seventy-two (72) hours of the date shown on the electronic signature page, Hotel reserves the right not to hold the space and otherwise to avoid any obligations under this Agreement.

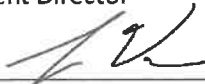
When signed by representatives of both parties, this Agreement, (which includes The Program of Events and Hotel's Information Sheet) constitutes a binding Agreement between Group and Hotel.

By Group's
Authorized Representative

By Hotel's
Authorized Representative

By: **Mackinac Island Swim**
Name: Jon Vos
Title: Event Director

By: **Mission Point**
Name: Kristen Compton
Title: Sales Manager

Signature:  _____

Signature: _____

Date: 10/4/2023

Date: _____

City Clerk

From: Jon Vos <jon@swimaroundmac.com>
Sent: Wednesday, December 27, 2023 2:43 PM
To: City Clerk
Subject: Application for Permit - 2024 Mackinac Island Swim
Attachments: 2024 Mackinac Parks Permit - Signed.pdf; Group Sales Agreement_Mackinac Island Swim 2024_UPDATE-signed.pdf; 2024 Shepler's Contract.pdf; 2024 Event Insurance.pdf; 2024 MI City Permit Application.pdf; MIS Safety Protocol (updated for 2024).docx

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Categories: Print / agenda

Hi Danielle,

Hope you had a wonderful Christmas!




Attached is the permit application for the 2024 Mackinac Island Swim, to be held on Sunday August 18. I have also included our updated safety protocol, signed permit from the M.I. State Park Commission, our contracts with Mission Point & Sheplers, as well as the insurance quote I received from our provider.

Please let me know if you need anything else.

Thank you!
 Jon



Jon Vos
 Event Director
 Mackinac Island Swim

 [616 403 2523](tel:6164032523)
 jon@swimaroundmac.com
 swimaroundmac.com

[Create Your Own Free Signature](#)

Permit No. 24-001

**APPLICATION FOR TEMPORARY MOTOR VEHICLE PERMIT
(ONE APPLICATION FOR EACH VEHICLE AT EACH JOB LOCATION)**

CONDITIONS OF ALL MOTOR VEHICLE PERMITS ARE SUBJECT TO CHANGE

Applicant Name: Franklin Holwerda Company Permit Fee: Waived - DPW

Contact Name: Doug Holt Date: 12/29/23

Address: 2509 29th Street SW City: Wyoming

State: MI Zip: 49519 Fax#: 616-538-2797

Phone #: 616-538-3231 Email Address: dholt@franklinholwerda.com

Work Site: Biddle Point Pump Station

Reason Vehicle is Needed: Job clean up.

Vehicle Description:	Ford	24ft. Flatbed	2007 Stake Truck	3FRNF65N67V543899
	Make		Model/Description	

Proposed Starting & Ending Date: 1/3-1/4/2024 Total Days of Usage: 1

What Boat Line & Dock: Arnolds British Landing

Proposed Travel Route: 185 to Stonecliff

The submittal of this application does not imply approval from the City of Mackinac Island. Approved permits are based on the information provided on the application. Any use or purpose which is contrary to approved uses and purposes or violation of any other local ordinances or state law constitutes a violation of permits conditions and will be punishable as a civil infraction and revocation of the permit.

Applicants Signature: Micah Holt Date: 12/29/23

Applications will not be submitted to City Council for approval until the fee is received.

Please visit: cityofmi.org for council dates & times
Mailing address: City of Mackinac Island, P. O. Box 455, Mackinac Island, MI, 49757
Phone: 906-847-3702 **Fax:** 906-847-6430 **Email:** clerk@cityofmi.org

City Use: Application Received:	<u>1.02.2024</u>	Fee Received:	<u>Waived -</u>	Ck #:	<u>DPW</u>
Date of Action on Application:	<u>1.10.24</u>	Approved:	<input checked="" type="checkbox"/>	Denied:	<input type="checkbox"/>
Comments:	<u>preapproved 01.02.2024</u>				

(11/8/2018)

Permit No. 24-002

APPLICATION FOR TEMPORARY MOTOR VEHICLE PERMIT
(ONE APPLICATION FOR EACH VEHICLE AT EACH JOB LOCATION)

CONDITIONS OF ALL MOTOR VEHICLE PERMITS ARE SUBJECT TO CHANGE

Applicant Name: Mission Point Resort Permit Fee: \$175.00
 Contact Name: Stan Antkowiak Date: _____
 Address: 6633 Main St. City: Mackinac Island
 State: MI Zip: 49757 Fax#: _____
 Phone #: 231-590-8368 Email Address: Santkowiak@missionpoint.com
 Work Site: Mission Point Propane Tanks
 Reason Vehicle is Needed: to deliver propane for Resort
 Vehicle Description: Propane Tanker Fick's Sons
Make Model/Description
 Proposed Starting & Ending Date: 1/8 -> 1/12 2024 Total Days of Usage: 1
 What Boat Line & Dock: Arnold Freight British Landing Dock
 Proposed Travel Route: British Landing to East side of Island
VIA M-185 to MPR

The submittal of this application does not imply approval from the City of Mackinac Island. Approved permits are based on the information provided on the application. Any use or purpose which is contrary to approved uses and purposes or violation of any other local ordinances or state law constitutes a violation of permits conditions and will be punishable as a civil infraction and revocation of the permit.

Applicants Signature: Stan Antkowiak Date: 1-2-2024

Applications will not be submitted to City Council for approval until the fee is received.

Please visit: cityofmi.org for council dates & times

Mailing address: City of Mackinac Island, P. O. Box 455, Mackinac Island, MI, 49757

Phone: 906-847-3702

Fax: 906-847-6430

Email: clerk@cityofmi.org

City Use: Application Received: <u>01.03.2024</u>	Fee Received: _____	Ck #: _____
Date of Action on Application: <u>01.10.2024</u>	Approved: <input checked="" type="checkbox"/>	Denied: _____ By: <u>M. Doud</u>
Comments: <u>preapproved by Mayor Doud 01.03.2024</u>		

Permit No. 24-003

Section XI, Itemg.

APPLICATION FOR TEMPORARY MOTOR VEHICLE PERMIT
(ONE APPLICATION FOR EACH VEHICLE AT EACH JOB LOCATION)

CONDITIONS OF ALL MOTOR VEHICLE PERMITS ARE SUBJECT TO CHANGE

Applicant Name: Lawrence D Rickley Permit Fee: \$150.00

Contact Name: Mackinac Axe Date: _____

Address: 7422 Marshall St City: Mackinac Island

State: MI Zip: 49757 Fax#: _____

Phone #: 906-298-0073 Email Address: LRickley@SBCGlobal.net

Work Site: Neil and Sue Sissons

Reason Vehicle is Needed: TAKE DOWN TREE

Vehicle Description: JLG manlift 185'
Make Model/Description

Proposed Starting & Ending Date: TBD Total Days of Usage: 2

What Boat Line & Dock: _____

Proposed Travel Route: from Grand Hotel to M-185 to worksite

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Applicants Signature: [Signature] Date: 1-8-24

Applications will not be submitted to City Council for approval until the fee is received.

Please visit: cityofmi.org for council dates & times

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Phone: 906-847-3702

Fax: 906-847-6430

Email: clerk@cityofmi.org

City Use: Application Received: <u>1-10-2024</u>	Fee Received: <u>\$150.00</u>	Ck #: <u>1407</u>
Date of Action on Application: <u>1-10-2024</u>	Approved: _____	Denied: _____
By: <u>Council</u>		
Comments: _____		