

# CITY OF MACKINAC ISLAND

## AGENDA

### REGULAR CITY COUNCIL MEETING

Wednesday, May 13, 2026 at 4:00 PM

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

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- I. **Call to Order**
- II. **Roll Call**
- III. **Pledge of Allegiance**
- IV. **Approval of Minutes**
- V. **Additions to / Adoption of Agenda**
- VI. **Approval of the Treasurer's Report**
- VII. **Approval of Payments for:**
- VIII. **Committee Reports**
- IX. **Correspondence**
- X. **Old Business**
  - [a.](#) Discussion and / or action regarding the Service & Repair Orders from Otis Elevator
  - [b.](#) Discussion and / or action regarding the amendment to the Zoning Ordinance
  - [c.](#) Discussion and / or action regarding the request from Sunset Forest Association to waive vehicle permit fees for Belonga Excavating for fall 2025 road work
- XI. **New Business**
  - [a.](#) Discussion and / or action regarding the quote from R & R Fire Truck Repair, Inc for new turnout gear
  - b. Request for approval of the following Renewal Business License Applications:
    - 1. ) Mackinac Landscape & Garden
    - 2. ) Straits Area Window Washing, LLC
  - c. Request for approval of the following Off-Island Business License Applications:
    - 1. ) Nathan J. St. Onge, LLC
    - 2. ) Hoffmann Michigan Media Group, LLC
- XII. **Miscellaneous / General Council Discussion / Additional Agenda Items**

**XIII. Adjournment**

FEB 24 2026

*D. Leach*

# Otis Service and Repair Order

2/24/2026

**CUSTOMER NAME** <sup>#1,671.00</sup>  
 MICHILIMACKINAC COURTHOUSE  
 7374 Market St  
 Mackinac Island, MI 49757

**OTIS ELEVATOR COMPANY**  
 1777C S GARFIELD AVE,  
 TRAVERSE CITY, MI 49686

**OTIS CONTACT**  
 Kelli Shafley  
 Phone: (616) 306-3930  
 Email: Kelli.Shafley1@otis.com

**PROJECT LOCATION**  
 MICHILIMACKINAC COURTHOUSE  
 7374 MARKET ST  
 MACKINAC ISLAND, MI 49757-

**PROPOSAL NUMBER**  
 QTE-002374067

5106

We propose to furnish the necessary material and labor on the following units:

| Unit   | Customer Designation |
|--------|----------------------|
| F81544 | LIFT 1               |

**SCOPE OF WORK**

**CAT 1 HYDRO TEST PACKAGE**

Otis will provide labor and material to perform the following CAT 1 Hydro Testing on the unit/s indicated.

The CAT 1 Hydro Package covers the following tests to be performed:

| Test Name:                                      | Scope of Work:                                                                                                                                                                                                                                                                                                                                                         | Code Reference:                                                                  |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Pressure Relief Valve &amp; No Load Test</b> | We will test the hydraulic system, control valve pressure relief setting, limit switches, low oil switch, low pressure switch, and oil buffers (if provided) for proper operation. Portions of this test may be completed at full operating pressure as required by the Category 1 periodic code test or as required by the local authority having jurisdiction (AHJ). | ASME A17.1: 8.6.5.6 8.6.5.9 8.6.5.12 8.6.5.14.1-2 8.6.5.14.3a,3h,3i 8.6.5.14.4-5 |
| <b>Emergency Communications Test</b>            | We will test In-car communication devices, including telephone, intercom, and alarm bells to ensure proper operation as required by                                                                                                                                                                                                                                    | ASME A17.1: 8.6.4.15 8.6.4.19.15                                                 |

OTIS SERVICE AND REPAIR ORDER

OTIS SERVICE AND REPAIR ORDER

|                                                             |                                                                                                                                                                                                                                                                                                                      |                         |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
|                                                             | code or by the local authority having jurisdiction (AHJ).                                                                                                                                                                                                                                                            |                         |
| <b>Evacuation Device Test - Cat 1 (2013) (If equipped.)</b> | We will test the device designed to restrict hoistway and car door opening.                                                                                                                                                                                                                                          | ASME A17.1: 8.6.4.19.16 |
| <b>Fire Service Annual Test (If equipped.)</b>              | We will test the Fire Service Operation Phase 1 and Phase 2 for proper operation.<br>The test will include hall activation and car activation, with car operation on Phase 2 to at least one landing away from the main egress landing.<br>If required by the local AHJ supplemental documentation will be provided. | ASME A17.1: 8.6.4.19.6  |
| <b>Cab Emergency Light &amp; Alarm Bell Test</b>            | We will test in-car emergency lighting devices to ensure proper operation as required by code or by the local authority having jurisdiction (AHJ).                                                                                                                                                                   | ASME A17.1: 8.6.4.15    |
| <b>Hoistway Door Lock Safety Test</b>                       | We will check all hoistway door gibs and vision panels<br>We will test and confirm door locks to verify an open lock will prevent movement.                                                                                                                                                                          | ASME A17.1: 8.6.4.13.1  |

*These tests impose much greater stresses on the equipment than those of normal operation. It is agreed that in making inspections or tests, you assume any and all liability for personal injury (including death) or property damage in connection with, related to, or arising out of the action or failure of any part of the elevator equipment and that you agree to defend, indemnify, and hold us harmless from same. **If repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be an extra to the Contract.***

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

**PRICE**

\$1,671.00

One thousand six hundred seventy-one dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$1,671.00.

**PAYMENT TERMS:**

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

| Downpayment Percent | Price Adjustment Percentage | Authorization (Initial) |
|---------------------|-----------------------------|-------------------------|
| 25%                 | + 10%                       |                         |
| 75%                 | + 5%                        |                         |

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

**SUGGESTED BY:** Joshua White

**TITLE:** Mechanic

Accepted in Duplicate

OTIS SERVICE AND REPAIR ORDER

|                                   |                              |
|-----------------------------------|------------------------------|
| <b>MICHILIMACKINAC COURTHOUSE</b> | <b>Otis Elevator Company</b> |
|-----------------------------------|------------------------------|

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Megan Yaksic

Title: \_\_\_\_\_

Title: Director & GM, Michigan

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Company Name: MICHILIMACKINAC  
COURTHOUSE

Principal, Owner or Authorized Representative of  
Principal or Owner

Agent \_\_\_\_\_  
(Name of Principal or Owner)

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

**OTIS SERVICE AND REPAIR ORDER**

**OTIS SERVICE AND REPAIR ORDER**

OTIS SERVICE AND REPAIR ORDER

**TERMS AND CONDITIONS**

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

OTIS SERVICE AND REPAIR ORDER



**City Clerk**

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**From:** Zalinger, Crystina <Crystina.Tyler2@otis.com>  
**Sent:** Tuesday, February 24, 2026 12:00 PM  
**To:** City Clerk  
**Cc:** Shafley, Kelli  
**Subject:** MICHILIMACKINAC COURTHOUSE\_ 2026 CAT 1\_ QTE-002374067  
**Attachments:** QTE-002374067-Otis T-Order Proposal (EN).pdf

Dear Otis Customer,

Thank you for continuing to trust Otis with your elevator/escalator needs. During one of your technician's visits, they identified a State Mandated Test that needs to be performed.

Please find the attached proposal for your elevator identified by your dedicated Otis Mechanic. If you are ready to move forward with your project, please sign and return this proposal and we will contact you to discuss invoicing and scheduling.

If you have additional questions, please do not hesitate to contact your account manager copied on this email.

We appreciate your consideration and your partnership with Otis Elevator Company,

**Sincerely,**

**Crystina Zalinger**  
Otis Elevator  
Sales Support Associate, Delivery Operations



FEB 24 2026

By: D. Leach

# Otis Service and Repair Order

2/24/2026

**CUSTOMER NAME**

\$1,671.00  
 COMMUNITYHALL /MACKINAC IS  
 187 Market St  
 Mackinac Island, MI 49757

**OTIS ELEVATOR COMPANY**

1777C S GARFIELD AVE,  
 TRAVERSE CITY, MI 49686

**OTIS CONTACT**

Kelli Shafley  
 Phone: (616) 306-3930  
 Email: Kelli.Shafley1@otis.com

**PROJECT LOCATION**

COMMUNITYHALL /MACKINAC I  
 7358 MARKET ST  
 MACKINAC ISLAND, MI 49757-

**PROPOSAL NUMBER**

QTE-002373903

5106

We propose to furnish the necessary material and labor on the following units:

| Unit   | Customer Designation |
|--------|----------------------|
| F81543 | LIFT 1               |

**SCOPE OF WORK****CAT 1 HYDRO TEST PACKAGE**

Otis will provide labor and material to perform the following CAT 1 Hydro Testing on the unit/s indicated.

The CAT 1 Hydro Package covers the following tests to be performed:

| Test Name:                                      | Scope of Work:                                                                                                                                                                                                                                                                                                                                                         | Code Reference:                                                                        |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Pressure Relief Valve &amp; No Load Test</b> | We will test the hydraulic system, control valve pressure relief setting, limit switches, low oil switch, low pressure switch, and oil buffers (if provided) for proper operation. Portions of this test may be completed at full operating pressure as required by the Category 1 periodic code test or as required by the local authority having jurisdiction (AHJ). | ASME A17.1: 8.6.5.6 8.6.5.9<br>8.6.5.12 8.6.5.14.1-2<br>8.6.5.14.3a,3h,3i 8.6.5.14.4-5 |
| <b>Emergency Communications Test</b>            | We will test In-car communication devices, including telephone, intercom, and alarm bells to ensure proper operation as required by                                                                                                                                                                                                                                    | ASME A17.1: 8.6.4.15 8.6.4.19.15                                                       |

OTIS SERVICE AND REPAIR ORDER

OTIS SERVICE AND REPAIR ORDER

|                                                             |                                                                                                                                                                                                                                                                                                                      |                         |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
|                                                             | code or by the local authority having jurisdiction (AHJ).                                                                                                                                                                                                                                                            |                         |
| <b>Evacuation Device Test - Cat 1 (2013) (If equipped.)</b> | We will test the device designed to restrict hoistway and car door opening.                                                                                                                                                                                                                                          | ASME A17.1: 8.6.4.19.16 |
| <b>Fire Service Annual Test (If equipped.)</b>              | We will test the Fire Service Operation Phase 1 and Phase 2 for proper operation.<br>The test will include hall activation and car activation, with car operation on Phase 2 to at least one landing away from the main egress landing.<br>If required by the local AHJ supplemental documentation will be provided. | ASME A17.1: 8.6.4.19.6  |
| <b>Cab Emergency Light &amp; Alarm Bell Test</b>            | We will test in-car emergency lighting devices to ensure proper operation as required by code or by the local authority having jurisdiction (AHJ).                                                                                                                                                                   | ASME A17.1: 8.6.4.15    |
| <b>Hoistway Door Lock Safety Test</b>                       | We will check all hoistway door gibs and vision panels<br>We will test and confirm door locks to verify an open lock will prevent movement.                                                                                                                                                                          | ASME A17.1: 8.6.4.13.1  |

*These tests impose much greater stresses on the equipment than those of normal operation. It is agreed that in making inspections or tests, you assume any and all liability for personal injury (including death) or property damage in connection with, related to, or arising out of the action or failure of any part of the elevator equipment and that you agree to defend, indemnify, and hold us harmless from same. **If repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be an extra to the Contract.***

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

**OTIS SERVICE AND REPAIR ORDER**

**PRICE**

**\$1,671.00**

One thousand six hundred seventy-one dollars

This price is based on a **one hundred** percent (**100%**) **downpayment** in the amount of \$1,671.00.

**PAYMENT TERMS:**

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

| Downpayment Percent | Price Adjustment Percentage | Authorization (Initial) |
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| 25%                 | + 10%                       |                         |
| 75%                 | + 5%                        |                         |

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This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

**SUGGESTED BY:** Joshua White

**TITLE:** Mechanic

Accepted in Duplicate

**OTIS SERVICE AND REPAIR ORDER**

**COMMUNITYHALL /MACKINAC IS**

**Otis Elevator Company**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Megan Yaksic

Title: \_\_\_\_\_

Title: Director & GM, Michigan

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Company Name: **COMMUNITYHALL /MACKINAC IS**

Principal, Owner or Authorized Representative of Principal or Owner

Agent \_\_\_\_\_  
(Name of Principal or Owner)

**OTIS SERVICE AND REPAIR ORDER**

OTIS SERVICE AND REPAIR ORDER

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

OTIS SERVICE AND REPAIR ORDER

equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.



**City Clerk**

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**From:** Zalinger, Crystina <Crystina.Tyler2@otis.com>  
**Sent:** Tuesday, February 24, 2026 10:37 AM  
**To:** City Clerk  
**Cc:** Shafley, Kelli  
**Subject:** COMMUNITYHALL /MACKINAC IS\_ 2026 CAT 1\_ QTE-002373903  
**Attachments:** QTE-002373903-Otis T-Order Proposal (EN).pdf

Dear Otis Customer,

Thank you for continuing to trust Otis with your elevator/escalator needs. During one of your technician's visits, they identified a State Mandated Test that needs to be performed.

Please find the attached proposal for your elevator identified by your dedicated Otis Mechanic. If you are ready to move forward with your project, please sign and return this proposal and we will contact you to discuss invoicing and scheduling.

If you have additional questions, please do not hesitate to contact your account manager copied on this email.

We appreciate your consideration and your partnership with Otis Elevator Company,

**Sincerely,**

**Crystina Zalinger**  
Otis Elevator  
Sales Support Associate, Delivery Operations



FEB 24 2026

D. Leach

# Otis Service and Repair Order

2/24/2026

\$1,671.<sup>00</sup>

**CUSTOMER NAME**

STUART HOUSE  
MUSEUM/MACKINACIS  
P.O. BOX 455  
Mackinac Island, MI 49757

**OTIS ELEVATOR COMPANY**

1777C S GARFIELD AVE,  
TRAVERSE CITY, MI 49686

**OTIS CONTACT**

Kelli Shafley  
Phone: (616) 306-3930  
Email: Kelli.Shafley1@otis.com

**PROJECT LOCATION**

STUART HOUSE MUSEUM/MACKI  
STUART HOUSE MUSEUM/MACKI  
MACKINAC ISLAND, MI 49757

**PROPOSAL NUMBER**

QTE-002373907

We propose to furnish the necessary material and labor on the following units:

| Unit   | Customer Designation |
|--------|----------------------|
| F81545 | LIFT 1               |

**SCOPE OF WORK**

**CAT 1 HYDRO TEST PACKAGE**

Otis will provide labor and material to perform the following CAT 1 Hydro Testing on the unit/s indicated.

The CAT 1 Hydro Package covers the following tests to be performed:

| Test Name:                                      | Scope of Work:                                                                                                                                                                                                                                                                                                                                                         | Code Reference:                                                                        |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Pressure Relief Valve &amp; No Load Test</b> | We will test the hydraulic system, control valve pressure relief setting, limit switches, low oil switch, low pressure switch, and oil buffers (if provided) for proper operation. Portions of this test may be completed at full operating pressure as required by the Category 1 periodic code test or as required by the local authority having jurisdiction (AHJ). | ASME A17.1: 8.6.5.6 8.6.5.9<br>8.6.5.12 8.6.5.14.1-2<br>8.6.5.14.3a,3h,3i 8.6.5.14.4-5 |
| <b>Emergency Communications Test</b>            | We will test In-car communication devices, including telephone, intercom, and alarm bells to ensure proper operation as required by                                                                                                                                                                                                                                    | ASME A17.1: 8.6.4.15 8.6.4.19.15                                                       |

OTIS SERVICE AND REPAIR ORDER

OTIS SERVICE AND REPAIR ORDER

|                                                             |                                                                                                                                                                                                                                                                                                                      |                         |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
|                                                             | code or by the local authority having jurisdiction (AHJ).                                                                                                                                                                                                                                                            |                         |
| <b>Evacuation Device Test - Cat 1 (2013) (If equipped.)</b> | We will test the device designed to restrict hoistway and car door opening.                                                                                                                                                                                                                                          | ASME A17.1: 8.6.4.19.16 |
| <b>Fire Service Annual Test (If equipped.)</b>              | We will test the Fire Service Operation Phase 1 and Phase 2 for proper operation.<br>The test will include hall activation and car activation, with car operation on Phase 2 to at least one landing away from the main egress landing.<br>If required by the local AHJ supplemental documentation will be provided. | ASME A17.1: 8.6.4.19.6  |
| <b>Cab Emergency Light &amp; Alarm Bell Test</b>            | We will test in-car emergency lighting devices to ensure proper operation as required by code or by the local authority having jurisdiction (AHJ).                                                                                                                                                                   | ASME A17.1: 8.6.4.15    |
| <b>Hoistway Door Lock Safety Test</b>                       | We will check all hoistway door gibs and vision panels<br>We will test and confirm door locks to verify an open lock will prevent movement.                                                                                                                                                                          | ASME A17.1: 8.6.4.13.1  |

*These tests impose much greater stresses on the equipment than those of normal operation. It is agreed that in making inspections or tests, you assume any and all liability for personal injury (including death) or property damage in connection with, related to, or arising out of the action or failure of any part of the elevator equipment and that you agree to defend, indemnify, and hold us harmless from same. **If repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be an extra to the Contract.***

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

**OTIS SERVICE AND REPAIR ORDER**

**PRICE**  
**\$1,671.00**

One thousand six hundred seventy-one dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$1,671.00.

**PAYMENT TERMS:**

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

| Downpayment Percent | Price Adjustment Percentage | Authorization (Initial) |
|---------------------|-----------------------------|-------------------------|
| 25%                 | + 10%                       |                         |
| 75%                 | + 5%                        |                         |

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

**SUGGESTED BY:** Joshua White

**TITLE:** Mechanic

Accepted in Duplicate

**OTIS SERVICE AND REPAIR ORDER**

**STUART HOUSE MUSEUM/MACKINACIS**

**Otis Elevator Company**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Megan Yaksic

Title: \_\_\_\_\_

Title: Director & GM, Michigan

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Company Name: STUART HOUSE  
MUSEUM/MACKINACIS

Principal, Owner or Authorized Representative of  
Principal or Owner

Agent \_\_\_\_\_  
(Name of Principal or Owner)

**OTIS SERVICE AND REPAIR ORDER**

OTIS SERVICE AND REPAIR ORDER

**TERMS AND CONDITIONS**

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

OTIS SERVICE AND REPAIR ORDER

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11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.



**City Clerk**

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**From:** Zalinger, Crystina <Crystina.Tyler2@otis.com>  
**Sent:** Tuesday, February 24, 2026 10:40 AM  
**To:** City Clerk  
**Cc:** Shafley, Kelli  
**Subject:** STUART HOUSE MUSEUM/MACKINACIS\_ 2026 CAT 1\_ QTE-002373907  
**Attachments:** QTE-002373907-Otis T-Order Proposal (EN).pdf

Dear Otis Customer,

Thank you for continuing to trust Otis with your elevator/escalator needs. During one of your technician's visits, they identified a State Mandated Test that needs to be performed.

Please find the attached proposal for your elevator identified by your dedicated Otis Mechanic. If you are ready to move forward with your project, please sign and return this proposal and we will contact you to discuss invoicing and scheduling.

If you have additional questions, please do not hesitate to contact your account manager copied on this email.

We appreciate your consideration and your partnership with Otis Elevator Company,

**Sincerely,**

**Crystina Zalinger**

Otis Elevator  
Sales Support Associate, Delivery Operations



**AMENDMENT TO ZONING ORDINANCE,  
BEING ORDINANCE NO. \_\_\_\_\_, AS AMENDED  
CITY OF MACKINAC ISLAND**

**Ord. No. \_\_\_\_\_, Eff. \_\_\_\_\_**

An ordinance to amend Article 22 of Ordinance No. \_\_\_\_\_, as amended, to clarify the makeup of the Zoning Board of Appeals.

**THE CITY OF MACKINAC ISLAND ORDAINS:**

**Section 1.** Article 22, Section 22.01 of said Zoning Ordinance (Ordinance No. \_\_\_\_\_, as amended) is repealed and replaced with the following:

**Section 22.01 – Creation and membership.**

A board of zoning appeals is hereby established having the powers authorized in Public Act No. 110 of 2006, as amended. The board of zoning appeals shall consist of the city council.

The mayor may appoint, and the city council may confirm, to the zoning board of appeals not more than two alternate members for the same term as regular members. An alternate member may be called to serve as a member of the zoning board of appeals in the absence of a regular member, if the regular member will be unable to attend one or more meetings. An alternate member may also be called to serve as a member for the purpose of reaching a decision on a case in which the member has abstained for reasons of conflict of interest. The alternate member appointed shall serve in the case until a final decision is made. An alternate member serving on the zoning board of appeals has the same voting rights as a regular member.

**Section 2.** Effective Date. **This ordinance shall become effective \_\_\_\_\_.**

\_\_\_\_\_  
Margaret M. Doud, Mayor

\_\_\_\_\_  
Danielle M. Leach, Clerk

Adopted: \_\_\_\_\_

Effective: \_\_\_\_\_

# MACKINAC ISLAND

## PLANNING COMMISSION ★ HISTORIC DISTRICT COMMISSION ★ BUILDING DEPARTMENT

April 15, 2026

City of Mackinac Island City Council  
Mayor Margaret M. Doud  
City Council Members

Dear Mackinac Island City Council,

At the public hearing of the Mackinac Island Planning Commission, April 14, 2026 at 12:30 p.m. , the commission took written and verbal comments on the proposed amendment to Ordinance 479, Article 22, Section 1, Section 22.01

There was 1 written comment.

At the regular meeting of the Mackinac Island Planning Commission held on Tuesday, April 14, 2016, at 1:00 p.m., there was a motion made and supported to recommend to the City Council to recommend the approval of the proposed amendment. The vote was all yeas, in support of the motion, from the five (5) members present.

The Commission wanted to suggest some other items for you to consider in related to this amendment.

- 1 – Adopt procedures for the ZBA alternate member appointment process.
- 2 – How alternates will be used
- 3 – Recommend an odd number of members to avoid a tie scenario. The Commission suggested possibly 5 members, and if allowed by the Zoning Enabling Act, 5 City Council members.

Sincerely,



Katie Pereny  
Mackinac Island Planning Commission Secretary

enclosure

**Katie Pereny**

---

**From:** Neal Liddicoat <nliddicoat@yahoo.com>  
**Sent:** Monday, April 13, 2026 12:38 PM  
**To:** Katie Pereny  
**Subject:** Planning Commission Public Hearing re: Proposed Zoning Ordinance Amendment

Katie –

I have several questions regarding the proposed amendment to the Zoning Ordinance addressing the makeup of the Board of Zoning Appeals (commonly referred to as the Zoning Board of Appeals). I am submitting these in advance of the April 14, 2026, Planning Commission public hearing so that they can be addressed at that time.

1. The original draft of the amendment specifically stated that the alternates would be the elected city supervisor and the elected city assessor. Based on Ordinance Committee input, this requirement has been removed. Is it still the unstated intent that the alternates would be elected officials?
2. The amendment states that the two alternate members will serve, “. . . for the same term as regular members.” However, the regular members are the members of City Council, who serve for rotating three-year terms, with two members being up for election (or reelection) each year. As such, there are three separate terms that apply to the City Council at any given time. Which of those terms would apply to the alternate members?
3. Who will determine that an alternate member is needed at any particular meeting?
  - a. The Planning Commission chair?
  - b. The city attorney?
  - c. The mayor?
  - d. A vote of the Planning Commission as a whole?
4. When will the determination that an alternate is needed be made?
5. When it is determined that an alternate is needed, which alternate will be appointed? Who will make this decision? (Will they be designated as Alternate No. 1 and Alternate No. 2?)

Please transmit these questions to the members of the Planning Commission as well as to Erin Evashevski for their consideration.

My hope is that by addressing these details at this time, future uncertainty will be avoided.

Thanks.

Neal Liddicoat

**City Clerk**

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**From:** THOMAS SULLIVAN <tsullivan840@comcast.net>  
**Sent:** Tuesday, March 31, 2026 2:42 PM  
**To:** City Clerk  
**Cc:** Jim Reitman; dickriel@att.net  
**Subject:** RE: Fall Road Work Permit Fees

Yes, this request is for the trucks Belonga used to bring gravel and dirt to the island for SFA road work. I thought I had requested for it in the fall.

**This is my formal request for the city to waive the permit fees for the vehicles Belonga used for SFA 2025 Fall Road Work.**

A reminder that several years ago the council agreed in principle to waive vehicle permit fees for all future SFA snowplowing and road work.

I understand that we are required to make a formal request each time a permit is applied.

I will let Kim Kolatski and Belonga know to request the fee waiver when they apply for future permits.

Regards,

Tom Sullivan

On 03/31/2026 12:12 PM EDT City Clerk <clerk@cityofmi.org> wrote:

Hello Tom,

Is this for the gravel delivery permits? That's what I am finding for approvals in fall 2025. Minutes from the November 24, 2025 Council meeting are attached (page 4) where the gravel permits were discussed and approved. As you will see, these were preapproved by Margaret, and there was no request for fee waiver made, and therefore that was not granted. If you would like to discuss this with Council, I will need an email requesting that those permits be added back to the agenda with a request for fee waiver.

As we have discussed before, a request for fee waiver cannot be blanketed and is required per application.

R&R Fire Truck Repair  
 295 Industrial Park Dr.  
 Belleville, MI 48111  
 Ph: 248-344-4443  
 Fax: 248-344-8630  
 rrfiretruck.com



Section XI, Item.

# Quotation

| Date   | Quotation Number |
|--------|------------------|
| 5/4/26 | 05042026MIFD     |

| Customer:                                                                                                   | Ship To: |
|-------------------------------------------------------------------------------------------------------------|----------|
| Mackinaw Island Fire Department<br>C/O Chief Jason St. Onge<br>7366 Market St.<br>Mackinaw Island, MI 49757 | TBD      |

| Item                                                                                                                                                                                                       | Item Description                                                                                                                                                                                                                        | Qty | Each    | Total   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|---------|
| W25-IQ/GC/GL-XXXX                                                                                                                                                                                          | Viking Warrior Coat w/IQ/Crosstech Black/Glide Ice 2-Layer Ara-Shield reinforcements to cuff and elbows, included Department name tag w/drop down name panel, Radio pocket left chest, flashlight holder w/reverse pant hook and strap. | 1   | 1800.00 | 1800.00 |
| W75-IQ/GC/GL-XXXX                                                                                                                                                                                          | Viking Warrior Pant w/IQ/Crosstech Black/Glide Ice 2-Layer Ara-Shield reinforcements to knees and cuffs, calf pocket on left leg and 10"x10"x 2" cargo pockets, pro-style suspenders                                                    | 1   | 1428.00 | 1428.00 |
|                                                                                                                                                                                                            | Shipper per set.                                                                                                                                                                                                                        | 1   | 36.00   | 36.00   |
| <p>Our quote is good for 30 days however, will be subject to any unforeseen increase caused by the manufacture that is beyond our control.</p> <p>*If paid by credit card there will be a 3% fee added</p> |                                                                                                                                                                                                                                         |     |         |         |

|               |                    |                                                  |                         |
|---------------|--------------------|--------------------------------------------------|-------------------------|
| <b>Terms:</b> | <b>Quote Firm:</b> | <b>Sales Rep:</b>                                | <b>Quotation Total:</b> |
| Net 30*       | See above          | Mark Hansen (989) 370-4513 markh@rrfiretruck.com | 3264.00                 |

*Budgeted Item* Pg. 1 of 1 37