



DANIEL LOEPP
Chairman

RICHARD A. MANOOGIAN
Vice Chairman

RACHEL BENDIT
MARLEE BROWN
WILLIAM K. MARVIN
HENDRIK G. MEIJER
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Director



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GRETCHEN WHITMER, Governor

MACKINAC ISLAND STATE PARK COMMISSION

Mackinac Island State Park Commission

Friday, March 4, 2022 – 1:30 p.m.

BCBSM Lyon Meadows Conference Center

New Hudson, MI

A G E N D A

- | | | |
|-------|---|---------|
| I. | Call to Order (Roll Call)..... | Loepp |
| II. | Approval of the Agenda | Marvin |
| III. | Secretary's Report Approval of Minutes of December 10, 2021 | Marvin |
| IV. | Director's Report | Brisson |
| V. | Attorney General Report | Gambill |
| VI. | New Business | |
| A. | 2022 License Requests | Brisson |
| 1. | Horse Licenses | |
| 2. | Bicycle Licenses | |
| B. | Policy Update..... | Brisson |
| 1. | Budget | |
| 2. | Code of Ethics | |
| 3. | Collection | |
| 4. | Housing, Employee | |
| 5. | Park and Historic Site Names | |
| C. | Request for Lease Transfer..... | Brisson |
| 1. | Warp, SPL 1, Lots 26 & 27, and Easterly ½ of 10 | |
| D. | Mackinaw City Property Transaction Resolution..... | Brisson |
| E. | Use Permit Requests..... | Brisson |
| 1. | Visitor's Center Dock - Young | |
| F. | Committee Assignment | Loepp |
| 1. | Airport, Building and Grounds Committee | |
| VII. | Other | |
| VIII. | Citizen Appearances and Public Comments | |
| IX. | Adjourn | |

NOT OFFICIALLY APPROVED BY COMMISSION

III.
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Minutes of the Mackinac Island State Park Commission meeting of December 10, 2021, The Community House, Rossiter Board Room, Birmingham, MI.

PRESENT: Daniel Loepp, Chairman
Richard A. Manoogian, Vice Chairman
William Marvin, Secretary
Rachel Bendit
Marlee Brown
Hendrik G. Meijer
Phillip Pierce

ALSO PRESENT: Nathan Gambill, Office of Attorney General; Steven C. Brisson, Director; Jodie Borowicz, Chief of Finance and Accounting; Kathy Cryderman, Executive Administrative Assistant; Dominick Miller, Chief of Marketing; Craig Wilson, Chief Curator; Douglas Wohlberg, CPA; Brad Chambers, Mackinac Island Carriage Tours

Chairman Loepp called the meeting to order at 1:30 p.m. and offered a warm welcome to the newest Commissioner, Hendrik (Hank) Meijer. A call of the roll confirmed a quorum present.

CALL TO ORDER

Commissioner Marvin thanked Chairman Loepp for hosting the Commission today at the Community House.

Moved by Commissioner Marvin, supported by Commissioner Bendit, to approve the agenda as presented. Motion carried.

APPROVAL OF THE AGENDA

Moved by Commissioner Marvin, supported by Commissioner Manoogian, to approve the September 24, 2021 minutes as presented. Motion carried.

MINUTES

In his Power Point presentation, Director Brisson offered images from the Collection Acquisitions list as follows:

DIRECTOR'S REPORT

- Black and white stereoview of the New Mackinac Hotel, ca.1890
- Brass capstan cover from railroad ferry SS Chief Wawatam, 1911
- A Westfield Company two-wheel bicycle owned by Wilfred Puttkammer, ca. 1910 and donated by Charlie Puttkammer.

A copy of the Director's Report was included in the packet.

Commissioner Pierce introduced Douglas Wohlberg, CPA, who presented findings of the 2021 Audit Report. Moved by Commissioner Marvin, supported by Commissioner Manoogian to accept the 2021 Audit Report, and place it on file. Motion carried.

Mr. Wohlberg thanked the accounting staff for their help in the audit process.

Assistant Attorney General Nathan Gambill reported that nothing significant occurred to report. He added that it is a great joy to see everyone again.

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of 5 Director Brisson recommends adjustments to the fiscal year 2022 Mackinac Island State Park Commission budget as discussed.

Moved by Commissioner Marvin, supported by Commissioner Brown, to adopt the proposed adjusted FY2022 budget as presented. Motion carried. [Document attached.]

Commissioner Marvin presented the Mackinac Island Airport Capital Improvement Program (CIP) for 2022-2026.

Moved by Commissioner Marvin, supported by Commissioner Meijer, to approve the Mackinac Island Airport Capital Improvement Program (CIP), 2022-2026. Motion carried. [Document attached.]

Moved by Commissioner Marvin, supported by Commissioner Pierce, to approve the following resolution. Motion carried.

RESOLVED, that the Mackinac Island State Park Commission does hereby approve all Memorandums of Understanding for calendar year 2022 between the Michigan Department of Transportation, Bureau of Aeronautics, and the Mackinac Island State Park Commission, as approved in the Airport Capital Improvement Program FY 2022-2026, for the purpose of capital improvements, maintenance, and operations of Mackinac Island Airport, and

BE IT FURTHER RESOLVED, that the Commission director is the Commission official authorized to execute contract documents on behalf of the Mackinac Island State Park Commission.

Moved by Commissioner Marvin, supported by Commissioner Meijer, to approve the 2022 Commercial Air Taxi permits for Mackinac Island Airport requested by Fresh Air Aviation, Inc. and Great Lakes Air, Inc., as presented. Motion carried.

Moved by Commissioner Marvin, supported by Commissioner Brown, to adopt the 2022 Terms and Conditions with the following revised maximum rates: \$36pp for adult Sightseeing; \$15pp for child Sightseeing; \$180/hr. for 4-person Livery; \$225/hr. for 5-person Livery; \$270/hr. for 6-person Livery; \$315/hr. for 7-person Livery; \$15/hr. for child Livery; \$100/hr. for 2-Passenger Drive-Yourself; \$120/hr. for 4-Passenger Drive-Yourself; \$140/hr. for XL 4-Passenger Drive-Yourself; Taxi: \$7pp for Zone A; \$8pp for Zone B; \$7pp for Zone C; \$8pp for Zone D; \$9pp for Zone E; \$9.50pp for Zone F; \$9.50pp for Zone G.; and, Saddle Horses: \$60/hr. Motion carried. [Document attached.]

After the Commission discussed concerns regarding the legalities of public comment, Assistant Attorney General Gambill assured the Commission that the broadcasting of meetings is at the maximum discretion of the Commission and that there is no legal requirement to provide public comment through this medium. It was moved by Commissioner Pierce, supported by Commissioner Brown, to adopt the Broadcasting of Meetings policy as presented. Motion carried. [Document attached.]

Moved by Commissioner Marvin, supported by Commissioner Brown, to approve the request for lease transfer of SPL 2, Lot 21 from the Myron Family Trust with Alice J. Myron as Trustee and Gordon E. Maynard and Constance F. Maynard, to Armour

Family Trust under Agreement dated 12/29/16, as amended, with Arthur D. Armour and Rebecca L. Armour, as Trustees (or any successor Trustee), as presented, for a term of twenty years, expiring December 27, 2041, contingent upon the successful sale of the personal property on this leasehold. Motion carried.

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Moved by Commissioner Marvin, supported by Commissioner Manoogian, to approve the following Use Permit renewal requests from:

*Use Permits
Requests*

GHMI Resort Holdings, LLC, c/o KSL Capital Partners, LLC (formerly Grand Hotel) to utilize property on state park land for maintenance of flower gardens, drives, and walks to expire on January 26, 2024; and

*GHMI Resort
Holdings, LLC*

Silver Birches for use of property to accommodate existing structures and provide access to property, to expire on January 15, 2024.

Silver Birches

Motion carried.

Moved by Commissioner Bendit, supported by Commissioner Meijer, to approve the following resolution and send copies to the Governor's Office and the appropriate legislators. Motion carried.

*Resolution of
Appreciation -
MDOT*

WHEREAS, between 1896 and 1901 the Mackinac Island State Park Commission constructed Lakeshore Boulevard around Mackinac Island to "add greatly to the attractions on the island for those enjoying driving and wheeling," and

WHEREAS, over the last 120 years the roadway became an island amenity and attraction, opening new vistas for millions of visitors, and

WHEREAS, in 1933 the Park Commission entered a cooperative agreement with the Michigan Highway Department (now the Michigan Department of Transportation) and Lakeshore Boulevard became a state highway, designated as M-185, and

WHEREAS, over the last 88 years we have partnered with the Michigan Department of Transportation to maintain and improve this unique highway, from which automobiles are forbidden, and

WHEREAS, we have dealt with high water issues in the 1960s and 1980s, implementing mitigation efforts to preserve M-185, and

WHEREAS, these efforts proved inadequate due to unprecedeted high water in 2019 and 2020, and the road sustained major damage, and

WHEREAS, the state provided over six-million dollars in emergency funding to repair M-185 and added features to ensure its viability, and

WHEREAS, the leadership and staff of the Michigan Department of Transportation administered the project in the summers of 2020 and 2021 in an efficient and timely manner, working closely with Park Commission staff to address safety and access concerns.

NOW THEREFORE BE IT RESOLVED, that the Mackinac Island State Park Commission does hereby express its deepest appreciation to the Michigan Department of Transportation and looks forward to its continuing partnership to maintain M-185 for residents and visitors well into the future.

Moved by Commissioner Meijer, supported by Commissioner Bendit, to approve the following additions to the permanent historical collections, with thanks to the donors.

III.
Page 4 Motion carried.
of 5

- 1. Donation:** Metal barrel hoop excavated from Fort Michilimackinac, ca. 1700s.
- 2. Donation:** Color postcards, folder and album of Great Lakes ships, Mackinac Bridge and Mackinac Island, 1913-2010.
- 3. Donation:** Brass capstan cover from the railroad ferry *SS Chief Wawatam*, 1911.
- 4. Donation:** Westfield Company two-wheel bicycle owned by Wilfred Puttkammer, ca. 1910.
- 5. Donation:** Constructed watercolor painting of Round Island Lighthouse by Lissa Spitz, Artist-In-Residence, 2021.
- 6. Donation:** Wood block print of Fort Holmes by Ben Bohnsack, Artist-In-Residence, 2021.
- 7. Donation:** Light fixtures from the sanctuary of Little Stone Church, 1903-1904.
- 8. Donation:** Color photograph on metal of Mackinac Island night sky by Jason Guenzel, Artist-In-Residence, 2020.
- 9. Donation:** Cyanotype and etching with dry point of trees by Nicholas Hill, Artist-In-Residence, 2021.
- 10. Donation:** Photograph album and loose photos from the Foley family of Mackinac Island, 1880-1990.
- 11. Donation:** Color postcards of St. Ignace and Mackinac Island, 1940 - 1957.
- 12. Donation:** Vintage baseballs, moccasins, newspapers, McKeever photo, books, poster, resolution and Cottage Association records, 1900 -2020.
- 13. Donation:** Photographs, booklet, brochure, newsletter and Christmas card from Mackinac College, 1966-1967.
- 14. Donation:** Color painting of Fort Michilimackinac staff at table in Commanding Officer's House by E.O. Paulson, 1984.
- 15. Transfer:** Fort2Fort Challenge award winning wood medallion and lanyard, 2021.
- 16. Purchase:** Black & white photos of Fort Michilimackinac excavations and Commanding Officers House construction, 1960-1963.
- 17. Purchase:** Fort Mackinac Tea Room menu, ca. 1970s.
- 18. Purchase:** Chippewa Hotel brochure from Mackinac Island, 1970.
- 19. Purchase:** Chippewa Hotel song book from Mackinac Island, ca. 1970.
- 20. Purchase:** Mackinac Island souvenir pillow cover with poem, ca. 1950.
- 21. Purchase:** Black & white stereoview of Robinson's Folly by J.A. Jenney, ca.1885.
- 22. Purchase:** Black & white stereoview of Devil's Kitchen by P.B. Greene, ca. 1885.
- 23. Purchase:** Black & white stereoview of the New Mackinac Hotel, ca. 1890.
- 24. Purchase:** Real color postcard of Fort Michilimackinac entrance under Mackinac Bridge, ca. 1975.
- 25. Purchase:** Real color postcard of Fort Michilimackinac entrance by Fort

- Fudge, 1960-1971.
- 26. Purchase:** Real color postcard of lower gun platform at Fort Mackinac, ca. 1975.
- 27. Purchase:** Color postcard folder of Mackinac Island and straits area, 1961.
- 28. Purchase:** Real color postcard album of Mackinac Bridge images, 1958.
- 29. Purchase:** Real color postcard of punishment devices at Fort Michilimackinac, ca. 1970.
- 30. Purchase:** Real color postcard of southeast corner of Fort Michilimackinac interior, ca. 1970.
- 31. Purchase:** RPPC of Fort Michilimackinac gun bastion, ca. 1930s.
- 32. Purchase:** Real color postcard of Fort Michilimackinac in miniature, ca. 1970.
- 33. Purchase:** Black and white postcard of gardens behind Cochran Cottage, 1909.
- 34. Purchase:** Black & white photograph of Governor Nelson Rockefeller and wife on bikes, 1967.
- 35. Purchase:** Black & white photographs of Harold Stassen arriving at Grand Hotel and Grand Hotel porch renovations, 1945, 1985.
- 36. Purchase:** Black & white stereoview of Arch Rock from below by P.B. Greene, ca. 1885
- 37. Purchase:** Souvenir cobalt creamer with Arch Rock image, ca. 1920.
- 38. Purchase:** Souvenir cup and saucer of Fort Michilimackinac entrance, ca. 1960s
- 39. Purchase:** Real color postcard of Iroquois Hotel exterior and dining room, ca. 1960s.
- 40. Purchase:** Real color postcard of Ste. Anne's reconstructed church at Michilimackinac, 1964.
- 41. Purchase:** Real color postcards of Ste. Anne's reconstructed church and Fort Michilimackinac logo and land gate, 1960-1970s.
- 42. Purchase:** Real color postcard of Kenville's Restaurant in Mackinaw City, ca. 1960.

Director Brisson introduced MSHP staff to Commissioner Meijer. Commissioner Meijer expressed his pleasure with this appointment and is looking forward to working with everyone. Chairman Loepp thanked and congratulated the staff for the great progress made this year despite difficult circumstances.

Other

There being no citizen appearances or public comments, Chairman Loepp adjourned the meeting at 2:45 p.m.

Adjourn

William K. Marvin, Secretary

APPROVED:

Daniel Loepp, Chairman



DANIEL LOEPP
Chairman

RICHARD A. MANOOGIAN
Vice Chairman

RACHEL BENDIT
MARLEE BROWN
WILLIAM K. MARVIN
HENDRIK G. MEIJER
PHILLIP PIERCE

STEVEN C. BRISSON
Director



IV.

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DIRECTOR'S REPORT

Mackinac Island State Park Commission

March 4, 2022
Friday, 1:30 p.m.

New Hudson, Michigan, BCBSM Lyon Meadows Conference Center
A – Aqua Conference Room

Steven C. Brisson, Director

Director's Report
March 4, 2022

We received two construction bids for the Milliken Nature Center in January. Unfortunately, the low bid was \$5.4 million, over three million over the appropriated amount. The bid was reviewed by DTMB and the architects and it was determined that the overages are due to the rising costs of materials and labor and revising the plans would not reduce the costs significantly. Chairman Loepp has spoken to the governor, and I have addressed the issue with Senate leadership. We are confident in securing the additional funds necessary to complete the project.

We have held several winter events over the last two months. Nighttime cross-country ski and skating in Mackinac Island State Park, now in their tenth year, have brought in around 50 participants each night. Thanks to Park Manager Myron Johnson, Ranger Justin Wright, and other park staff for prepping and monitoring these events. Park Naturalist Kyle Bagnall presented two "Snowshoeing & S'mores" snowshoe hikes at Historic Mill Creek Discovery Park in February. The first hike drew over 90 participants.

We continue to monitor the progress of the \$30 million supplemental in the Senate bill. Senate leadership has confirmed that the passage of the bill looks promising in the Senate, but we are unsure of its reception in the House.

Museum Programs

Our first-ever Colonial Christmas event at Colonial Michilimackinac on December 11 was very successful. Despite a chilly and windy evening, nearly 700 guests attended the event, enjoying stories and demonstrations of eighteenth-century holiday activities. Combined with the other winter events noted above, this is the first year we have had public programming at our sites for ten months out of the year.

Chief Curator Craig Wilson and Exhibit Designer Keeney Swearer have completed the final design and layout for both the new Fort Mackinac Reading Room and Beaumont Museum exhibits. Various components are under construction and Park Operations crews are preparing the spaces. Both exhibits will be ready for their respective openings at the beginning of the season.

Ten in-person Education Outreach programs have been booked. This includes the long-running Historic Mackinac on Tour, several new programs developed last year, and the all-new natural history program "Amazing Animal Adaptations." A small number of virtual programs have also been booked. Despite expanded offerings, demand for our Education Outreach program continues to decline. Although partly driven by the pandemic, it was something already noted before 2020. We are

working to expand our mailing list to ensure that program updates reach as many elementary school teachers as possible.

Curator of Archaeology Dr. Lynn Evans has completed the cataloging of last season's archaeological finds. Lab Assistant Erin Meekof Sturgill has completed the data entry of the same and has integrated the artifacts into the collection.

Jennifer Lis, our former conservator, now principal of Lis Conservation, completed conservation of a folk-art piece we purchased in 2020. This late nineteenth-century view of Mackinac Island required extensive cleaning and repair of a tear in the canvas. It will go on exhibit at the Richard & Jane Mackinac Art Museum this summer.

I'm also pleased to report, in this bicentennial year of the famous accident that resulted in medical history being made at Mackinac, we recently purchased an original pair of miniature portraits of Dr. William and Deborah Beaumont. The works were likely painted at the time of their wedding in 1821 by an unknown artist. The portrait of Dr. Beaumont and both frames will require some conservation but are otherwise in good condition.

We received 118 applications for our 2022 Artist-in-Residence program. The review committee, consisting of Chief of Marketing Dominick Miller, Exhibit Designer Keeney Swearer, community member Jane Young, and myself selected seven artists from the group. The artists' work represents a wide variety of mediums, from painting to playwriting. Thanks to Kathy Cryderman for processing the applications.

Mara Goetz-Froeschke has completed transcribing the backlog of nine oral interviews. The transcriptions will now be edited, indexed, bound, and made available to researchers.

Our new microfilm reader, paid for by a grant from the Mackinac Island Community Foundation, has been installed in our Widder Library. The reader will vastly improve access to our microfilm collection, which consists of a wide variety of Mackinac related documents from other repositories. Over the decades, we have relied on a series of antiquated used microfilm readers, and this is the first new machine we have ever purchased.

Our oral history program and microfilm collection are two examples of how we gather and maintain historical data. This information is used to create exhibits, public programs, and publications. This year we will be issuing two new works in our historical vignette series. One is a history of baseball on Mackinac Island by Director Emeritus Phil Porter and the other is an account of the 1780 "mutiny" at Fort Michilimackinac by Craig Wilson. Copies should be ready by the May meeting.

Park Operations

OHM Advisors have presented preliminary concept drawings for the redesign of the picnic/day use area of Michilimackinac State Park. The staff team, headed up by Mainland Park Manager Rob Strittmatter is currently reviewing the designs, which will be shared with the commission next summer.

Sanders & Czapski Architects are preparing the design of the addition to the Southwest Rowhouse at Colonial Michilimackinac. This will add a fourth unit to the structure that was constructed in 1968. The building is a historical reconstruction, based on archaeological evidence, of a mid-eighteenth-century dwelling. This will be the first reconstruction at the site since we completed the South-Southwest Rowhouse in 2013.

The bulk of the \$500,000 we received through the State of Michigan enhancement grant will be used to construct the second phase of the Merchandise Warehouse in Mackinaw City. This will provide a bay for store merchandise and a processing room. MEDC, who manages the grant, has approved the spending plan, and we hope to move into the design phase by early summer. The remainder of the grant will be used for painting of Mackinac Island State Park support structures.

Carpenter Scott Thompson has completed a major repair to water-damaged doors at the Shipwreck Museum at Old Mackinac Point Lighthouse. He has moved on to the restoration of original windows in the 1907 Fog Signal Building on the site.

Park Operations crews on both the mainland and island have completed numerous upgrades to staff housing facilities. This has included painting, carpeting, and other repairs to five units at the Mackinaw City seasonal housing complex. New flooring was also installed in the Mission House common room on Mackinac Island. Painter Mark (Lou) Bunker has completed painting in both Geary House and Sergeants' Quarters. Carpenters Bill Pechta and John McClure have completed bathroom remodeling and repairs in the latter building.

The design of the airport box hangar continues. Park Manager Myron Johnson and I attended another planning meeting with representatives of Prein & Newhof. Boring samples were also taken at the site. Construction will commence in 2023.

Ferry boat service to the island ended in the middle of January and by January 17 there were over fifty landings per day at the Mackinac Island Airport. With the formation of the ice bridge between British Landing and St. Ignace by early February, airport traffic slowed. However, our staff was kept busy on the weekends monitoring non-resident snowmobile traffic onto the island. The monitoring is necessary to ensure that snowmobilers obtain the proper daily permit. In the first

weekend, 307 daily permits were issued and increased to 488 by the second weekend.

The island crew was also busy removing numerous downed trees from throughout the park following a windstorm in December.

Marketing

Marketing Manager Dominick Miller has coordinated the printing of both the promotional brochures and visitor site maps. Revisions have also been made to the *Mackinac Island Visitor's Guide* in preparation for its printing. Dominick has met with representatives from Star Line to try to persuade them to sell the books once again on their vessels, as Shepler's does.

As is usual, media coverage is lightest in January and February. We have been receiving regular coverage, though, from *The St. Ignace News*, *Mackinac Island Town Crier*, *Mackinaw City News* and *Cheboygan Tribune*. The "Snowshoe & S'mores" event received a fair amount of coverage, including from *Northern Express*, *MLive*, our local newspapers, and online outlets such as *Spot On Michigan*, *Newsbreak*, and others. The call for entries for the juried art exhibition, "Mackinac Journeys" at The Richard & Jane Manoogian Mackinac Art Museum, was picked up by our local news and several online outlets, including *Yahoo!*.

Supply chain issues continue to plague our retail operations, but Sales Manager Suzette Schmalzried reports that some orders are arriving, and her winter marking crew is busy prepping the goods for sale in our museum stores. In January Suzette attended the Atlanta International Gift & Home Furnishings Market.

Group Travel and Special Events Coordinator Cassondra Boothroyd reports that group bookings are up 56% from last year, and up 19% from 2019. However, these numbers are a bit skewed by many new cruise ship bookings. Not surprisingly, school group bookings remain sluggish. Weddings are up 52% over 2019 through mid-February. The Mackinac Island Scout Service Camp, which Boothroyd supervises, will return in 2022, and she has spent considerable time working with staff and scout leadership about the upcoming season. Cassondra also was on the road in January, attending the American Bus Association Marketplace in Dallas.

Administration

Staff have been busy throughout the winter in sub-committee meetings working on the new strategic plan to be presented to the commission in May.

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Likewise, the reaccreditation by the American Alliance of Museums has advanced and we have completed the revision of several policies and procedures. AAM has assigned us our peer reviewers, who will make their onsite visit in early August.

Human Resources Coordinator Ken Fegan and unit managers are busy with seasonal hiring, but we are struggling to fill positions. Staff businesses are reporting similar struggles. We are exploring all options to fill our positions.

Mackinac Associates

Membership and Development Coordinator Michelle Walk reports that the fall appeal generated nearly \$19,000. The funds will be allocated to the exhibit at the Beaumont Museum and events related to the celebration of the Mackinac's Medical Miracle bicentennial.

Respectfully submitted,



Steven Brisson, Director
March 4, 2022

MEMORANDUM

Subject: **2022 Horse License Requests**

To: Mackinac Island State Park Commissioners

From: Steve Brisson, Director *SMB*
Mackinac Island State Park Commission

Date: March 4, 2022

The following is a list of horse licenses requested for 2022 as well as a listing of licenses authorized by the Commission for 2021. Staff recommends approval of the horse license requests as presented, pending payment of license fees.

		<u>2022</u>	<u>2021</u>
A.	Chambers Riding Stables	20 Saddle Horses	20 Saddle Horses
B.	Gough Brodeur Stables, Inc.	50 Saddle Horses 18 Drive Yourself 3 Dray	50 Saddle Horses 18 Drive Yourself 3 Dray
C.	Gough Taxi and Livery	1 Taxi 15 Livery 5 Dray	1 Taxi 15 Livery 5 Dray
D.	GHMI Resort Holdings, LLC (formerly Grand Hotel)	7 Hotel Bus 5 Dray	7 Hotel Bus 5 Dray
E.	Mackinac Island Carriage Tours	12 Taxi 6 Livery 55 Sightseeing 5 Dray	12 Taxi 6 Livery 55 Sightseeing 5 Dray
F.	Mackinac Island Service Company	19 Dray	19 Dray
G.	Mission Point Resort	3 Hotel Bus 3 Dray	3 Hotel Bus 3 Dray
H.	Star Freight of Mackinac	6 Dray	6 Dray

Thank you.

MEMORANDUM

Subject: **2022 Commercial Bicycle License Requests**

To: Mackinac Island State Park Commissioners

From: Steve Brisson, Director
Mackinac Island State Park Commission

Date: March 4, 2022

The following is a list of commercial bicycle licenses requested for 2022 as well as a listing of licenses authorized by the Commission for 2021.

Staff has reviewed the license requests and has determined that all are in compliance with the Commission's policy regulating the issuance of commercial bicycle licenses. Staff recommends approval of the commercial bicycle license requests as presented, pending payment of license fees and City of Mackinac Island approval.

	<u>2022</u>	<u>2021</u>
A. GHMI Resort Holdings (formerly Grand Hotel)	100	100
B. Harborview Inn	35	35
C. Inn at Stonecliffe	42	42
D. Island House, Inc.	50	50
E. Mackinac Cycle, LLC	200	200
F. Mackinac Island Bikes	319	319
G. Mackinac Wheels	150	150
H. Main Dock, LLC	90	90
I. Mission Point Resort	100	100
J. Rosalina Dev., LLC	10	10
K. Ryba Bike Rentals	395	395
L. Small Point B & B	20	20

Thank you.

MEMORANDUM

Subject: Policy Updates
To: MISPC Commissioners
From: Steven C. Brisson, Director *SLB*
Date: March 4, 2022

ISSUE: Staff has carefully reviewed the following policies and is recommending numerous changes in order to update the documents for consistency with current practice. Attached is a copy of each proposed policy revision.

DISCUSSION:

1. Budget

The attached *proposed* policy authorizes the director to make internal transfer adjustments within the budget for up to \$50,000. The current policy authorizes the director to make internal transfer adjustments within the budget for up to \$25,000.

2. Code of Ethics

In the attached *proposed* policy, the blue text indicates language taken from the Collection Policy “Code of Ethics” section, the red text indicates new language, and the black is previously existing language. The reaccreditation process revealed that our existing policy was lacking in several areas. This policy has been updated to cover the requirements outlined by the American Alliance of Museums.

3. Collection Policy

In the attached *proposed* policy, changes are indicated in red text. Also, the Code of Ethics section has been removed and added to the Code of Ethics policy noted above. Again, this policy has been updated to cover the requirements outlined by the American Alliance of Museums.

4. Housing, Employee

The attached *proposed* policy provides updates to the staff positions which are required to relocate to employee housing on Mackinac Island during the summer season, by deleting “Deputy Director” and replacing “Marketing Manager” with “Chief of Marketing”.

5. Park and Historic Site Names

The attached *proposed* policy accurately updates the names of MSHP sites.

RECOMMENDATION: Staff recommends that the Commission approve the proposed policies as presented.



BUDGET

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Mackinac Island State Park Commission
Policy

Budget

Minutes: March 19, 1993, P. 2754
March 4, 2022, P.

Preamble:

The budget is comprised of funds for park operations, historical facilities, revenue bond operations, depreciation, and acquisitions and is approved by the Commission on an annual basis.

General Policy

The Director is authorized to make internal transfer adjustments within the budget up to \$50,000, providing that the transfers do not increase the gross expenditures and are subsequently reported to the Commission. (Minutes, March 19, 1993, p. 2754)



Mackinac Island State Park Commission Policy

Code of Ethics

Minutes: May 27, 2006, p. 3635
March 4, 2022, p.

Preamble

The Mackinac Island State Park Commission and its staff and volunteers recognize that to maintain public confidence in and support for the purposes of this institution it is necessary to adhere to a high standard of professional and personal conduct. To properly fulfill its mission, Mackinac State Historic Parks (MSHP) will follow the principles and guidelines in this Code of Ethics. As a guideline for ethical behavior MSHP subscribes to the American Alliance of Museums Code of Ethics for Museums (1993, 2000).

As a State of Michigan entity, the commission recognizes its public service role is paramount. Our properties, collections, and information are to benefit the public. We recognize our statutory charge to administer these resources but by affirming our code of ethics we go beyond this to maintain our integrity and warrant public confidence.

Governance

The commission takes its responsibility seriously to protect and enhance the resources, collections, and programs under its care. The commission ensures that all employees understand that resources are developed to support its mission. The commission also acknowledges that it maintains the relationship with staff in which shared roles are recognized and separate responsibilities respected. The commission recognizes and supports professional standards and practices to guide its operations.

Professional Conduct

Commissioners, staff, and volunteers will adhere to State of Michigan “Standards of Conduct for Public Officers and Employees” set forth in the State Ethics Act (Act 196, 1973; Amended April 19, 2005). The State Ethics Act defines unethical conduct as a violation of one or more of seven standards:

1. Unauthorized disclosure of confidential information.
2. Representation of personal opinion as that of government agencies.
3. Use of government resources for personal gain or benefit.
4. Solicitation or acceptance of gifts or loans.
5. Use of official position or confidential information for personal profit or financial benefit.

6. Engaging in employment or rendering service which is incompatible with performance of official duties.
7. Participation in regulatory or supervisory functions over a business entity in which the officer or employee has a financial or personal interest.

Collections

Collecting activity and management are governed by the Collections Policy. The acquisition of objects, guided by our mission and scope of collections, ensure that they are lawfully held, made available to the public, and promote the public good. Acquisition, disposal, and loan activities are conducted in a manner that protects and preserves these natural and cultural resources and discourages illicit trade in such materials. We recognize the special nature of human remains, funerary, and sacred objects. Acquisition of such objects will only be considered after consultation with cultural representatives of impacted communities.

The core of a museum is its collection. Research projects, exhibits, educational programs should all stem from the collection and serve to enhance its value. An artifact's importance derives from its context. Thus, the documentation about provenance, use, and acquisition must be preserved in an orderly and retrievable form, and must be transferred to our successors in good, if not enhanced, condition.

Deaccessioning of collections is exercised after careful deliberation and with caution. MSHP considers the needs of the collection, the best interests of the public, the donor's wishes, the clarity of title, the tax status of the item, and the fiduciary responsibilities of the commission. Once a decision to deaccession is made, the method of disposal is carefully considered, which includes transfer to another museum or sale. The proceeds from the sale of deaccessioned collections are limited to the purchase of new acquisitions for the historical collection or conservation of existing collection items. Proceeds are placed in the segregated Martin and Patricia Jahn Collections Development Fund (see Commission Policy: Collection Development Fund, 2004). Expenditures from the fund are recommended by collections staff, reviewed by the Collections Committee, and approved by the director. New acquisitions are ultimately approved by the commission.

Staff members and commissioners must be aware of possible conflicts of interest involved with personally collecting artifacts related to the museum's collections. Employees and commissioners should not compete with the institution in any collecting activity, and the institution has the right to purchase, at the price paid by the individual, any artifact that falls within MSHP's collecting scope added to a personal collection. This right extends only to items acquired during the individual's association with the institution and does not include personal gifts and bequests made and accepted in good faith. To avoid the perception of a conflict of interest, MSHP will not purchase artifacts included in a personal collection before or added after the individual's affiliation with the institution.

MSHP must make every effort to avoid conflict of interest. To this end, employees, volunteers, and commissioners may not borrow MSHP's collections for personal use, nor may these individuals or their representatives acquire by any means any artifact deaccessioned by the MSHP. Artifacts from a personal collection will not be stored in the institution's storage facilities unless the items have been loaned to MSHP for a specific purpose. Collection items will not be used to furnish MISPC offices or housing units.

Dealing is defined as the purchase and sale of objects for personal gain. Staff members, volunteers and commissioners will not deal in objects similar or related to objects collected by the institution during their association with MSHP.

Documentation and research completed by staff members for MSHP belong to the institution. Scholarly papers given or manuscripts written as part of the staff member's job will be owned by the institution as set forth under the works-for-hire doctrine of Title 17, USC. As the owner of the staff member's work under this act, the institution will consult with the employee before publishing or otherwise publicly releasing such work. Research, manuscripts, or papers completed on a staff member's personal time belong to the staff member.

Institutional collecting should not be a competitive activity. We will cooperate with other institutions with similar interests to ensure that important artifacts and documents are placed in the repository best able to care for them. Donors offering artifacts that do not fall under MSHP's scope of collections will be referred to other institutions.

The Mackinac Island State Park Commission will not license reproductions from the collections without the advice of the Collections Committee. All reproductions produced for commercial sale will be closely monitored to ensure standards of quality and advertising which will not reflect poorly upon the institution. Interpretive staff members may make reproductions of collections items for use on the sites as part of their interpretive activities but may not sell the items for personal gain.

Archaeology

MSHP will protect and preserve archaeological resources located on lands under its stewardship. Archaeological projects undertaken by MSHP will adhere to professional standards of excavation, recording and dissemination of data. MSHP follows the standards set by the Michigan Antiquities Act of 1929, the Archaeological Resources Protection Act, and the Native American Graves Protection and Repatriation Act, and the ethical principles set forth by professional archaeological societies.

MSHP supports the efforts of the archaeology profession to stop the looting of archaeological sites. MSHP will not purchase or sell archaeological items. The proper authorities will be notified of any attempt to sell artifacts of questionable or illicit origin to MSHP.

Programs

A primary role of MSHP is to share Mackinac's rich natural and cultural history through a wide variety of public programs. These programs fulfill an important part of the MSHP mission.

MSHP programs will be based on diligent research and intellectual integrity. MSHP programs will meet the needs and expectations of its users and will be accessible to the widest possible audiences consistent with its resources and preservation responsibilities.

MSHP programs will support its mission, respect pluralistic values and traditions, and accurately reflect the cultural context of the subject matter.

MSHP will follow professional standards and keep documentary records for the preservation and

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restoration of its resources. MSHP will practice and promote the preservation and conservation of natural resources in all programs and activities.

Events, exhibits, activities and all other MSHP public programs receiving external funding or other support must be compatible with the museum's mission and support its public trust responsibilities.

Adopted by the Mackinac Island State Park Commission on May 27, 2006 **and revised March 4, 2022.**



COLLECTION POLICY
MACKINAC STATE HISTORIC PARKS
MACKINAC ISLAND STATE PARK COMMISSION

**ADOPTED 1991
REVISED 2000, 2022**

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INTRODUCTION

The *Collection Policy* is a system of mandatory guidelines for Mackinac State Historic Parks defining the responsibilities of collections management and establishing the conditions for acquiring, loaning, maintaining and deaccessioning collections. While there is no universal law for management of collections held by museums, all professionals within the field acknowledge that the preservation and appropriate, respectful interpretation of collections placed in their care is a moral responsibility. Therefore, minimum standards for collection management have been established and promulgated by the American Association of Museums and through professional groups. As with all standards, these have evolved in response to concerns expressed by museum professionals, various public constituencies, and the government.

The *Collections Policy* is an example of this evolution. Collections management began sporadically by the Park Commission after the opening of a museum in Fort Mackinac's Stone Quarters in 1914. Some documentation of the exhibited objects began in 1937. The earliest collections catalog and registration system date to this period. Systematic collections management began after 1958. Professional museum staff introduced a standard catalog and numbering system and some management procedures. A collection management policy was first written for MSHP in 1981. That policy was replaced by the current version, approved by the commission in 1991 and fully revised and updated in 2000. Further updates were made in 2022.

The policy adopted by the Mackinac Island State Park Commission is implemented through collections procedures. The procedures are prepared by the curator for review by the committee and approval by the director.

COLLECTION POLICY
MACKINAC STATE HISTORIC PARKS
MACKINAC ISLAND STATE PARK COMMISSION
Adopted 1991; Revised 2000, 2022

STATEMENT OF PURPOSE

Created in 1895 as an independent agency of the State of Michigan, the Mackinac Island State Park Commission (the commission or MISPC) was charged with the supervision of Mackinac Island State Park. This park, Michigan's first state park, included Fort Mackinac and several hundred acres of land that was part of the military reservation. An Act of Congress in 1875 had set aside this land as the country's second national park, to be administered by the United States Army. When the military decommissioned the post in 1895, the park was transferred to the State of Michigan with the stipulation that it remain a state park in perpetuity [see Act of Congress 1895, MISPC Policy Book]. Mackinac Island State Park now consists of 1,700 acres of land, the Fort and several other historical buildings located in other parts of the Island.

In 1904, the village of Mackinaw City gave the 25-acre Wawatam Park to the State, which in 1909 placed it under the jurisdiction of the Park Commission. Renamed Michilimackinac State Park, the area includes the site of the 18th century fort and village which originated as a Jesuit mission and became a center of the Upper Great Lakes fur trade. Built by the French, this fort was abandoned and razed by the British during the American Revolution. An ongoing archaeology program, established in 1959, has revealed the remains of Fort and village and has made important contributions in the study of 18th-century North America.

The Old Mackinac Point Lighthouse was added to Michilimackinac State Park in 1960. The lighthouse land had been a federal reserve within the boundaries of the state park, and Michigan acquired title to this parcel when the lighthouse was decommissioned and its navigation aids placed on the new Mackinac Bridge. The deeds to the lighthouse and fog signal station mandated a parks- or museum-related use for 20 years after the transfer of ownership (this period ended in 1980), but the deed to the rest of Michilimackinac State Park requires the lands to be held as public parks [see Quitclaim contracts # GS-05B-7862 and # GS-05B-(s)-942, 20 April 1960 and Trust Deed, 27 January 1904 between the Village of Mackinaw City and the State of Michigan].

When the British garrison left Michilimackinac to establish the fort on Mackinac Island (in 1780/1781), the timber line was five to seven miles from Michilimackinac. This coincided with the location of the only creek in the region with enough fall to power a sawmill. The mill established at what is now Mill Creek State Park provided lumber for buildings on Mackinac Island. The remains of the mill complex were discovered in 1972. In 1975, the 625-acre park was added to the commission's jurisdiction.

These sites are collectively known as Mackinac State Historic Parks (MSHP). Recognizing the historical importance of the sites and its legal obligations, the commission has adopted the following

Mission Statement:

We protect, preserve and present Mackinac's rich historic and natural resources to provide outstanding educational and recreational experiences for the public.

SCOPE OF COLLECTIONS

Mackinac State Historic Parks fulfills its responsibility for managing its properties and collections by adopting a scope of collections. The scope outlines the parameters and themes of collecting.

Spatial and Temporal Ranges: The *primary spatial (geographic) range* of interest for all collecting is the area surrounding the sites owned and operated by the MSHP, i.e. Mackinac Island State Park; Fort Mackinac; downtown historic buildings on Mackinac Island; Colonial Michilimackinac; Old Mackinac Point Lighthouse; and Historic Mill Creek. This primary area also includes the City of Mackinac Island, Drummond Island, St. Ignace, Mackinaw City, and a geographical line running approximately from Cheboygan to French Farm Lake to L'Arbre Croche. This line marks the extent of the support region for 18th-century Michilimackinac. A secondary geographical area extends to Petoskey and Sault Ste. Marie.

The *temporal range* for collection artifacts is also broad. Material is collected from all periods to document the history of the sites and the region. This includes material that documents the recent history of the Mackinac Straits region. This long time scale provides depth to current and potential interpretive programs, and allows the most complete exploration of the interpretive framework.

The spatial and temporal ranges are very closely related for collecting activities. The term "Michilimackinac" has been applied to many geographic regions over the centuries but has generally narrowed from the time of European exploration to the present. MSHP collecting interests narrow accordingly. A late 19th-century artifact from Petoskey might be accepted for the Historical Artifact/Regional collection, whereas a mid-20th century piece from the same area might not be accepted. Native American snow shoes from the Great Lakes region might be accepted; American made ca. 1880 snow shoes used in northern Michigan might not; American made ca. 1880 snow shoes used on Mackinac Island, however, might be accepted.

Themes: The collections scope is governed by key interpretive themes that have emerged as particularly important to the history of the Straits region. Artifacts which illuminate topics within these themes will be actively collected. Collecting will not be limited to the following themes and topics. The following list defines primary areas of interest from which specialized collecting interests will grow.

<i>Upper Great Lakes</i>	1761
Native American subsistence	British Activity in the Great Lakes Region through 1840
<i>Upper Great Lakes</i>	American Activity in the Old Northwest through 1895
Fur Trade	
<i>Great Lakes (1600s - 1840)</i>	
European Exploration/ Settlement	
<i>Upper Great Lakes</i>	
Commercial Fishing	
<i>Straits Region</i>	
Maritime Trade/ Shipping	
<i>Upper Great Lakes Colonial</i>	
<i>Straits Region American</i>	
Tourism	
<i>Straits Region</i>	
<i>Marketing</i>	
<i>Retailing</i>	
<i>Resorts and Hotels</i>	
<i>Midwest and Michigan as it relates to the Straits</i>	
Commercial Trade/Retailing	
<i>Interpreted Sites</i>	
<u>Social History</u>	
Ethnic History (especially group interaction)	
Politics	
<i>At the Interpreted Sites or of the Straits communities as it relates to the Parks</i>	
Education	
<i>Schooling at Interpreted Sites</i>	
Recreation	
<i>Activities at Interpreted Sites</i>	
<i>Mackinac Island</i>	
Family/ Women	
Religion	
<i>Upper Great Lakes Native American Straits Region</i>	
<i>French Missions</i>	
<i>Interpreted Sites</i>	
<i>Mackinac Island</i>	
<i>Churches</i>	
<i>Missions</i>	
<i>Moral Re-Armament</i>	
Arts	
<i>Decorative and Performing Arts at or relating to the Interpreted Sites or representative of the culture of the Straits of Mackinac</i>	
Celebrations	

Military History

French Activity in the Great Lakes Region through

Types: Since its inception, the collections of Mackinac State Historic Parks have expanded to include more than historic structures and the objects housed in the buildings at the time of acquisition. Various philosophies of management and collecting have expanded the number of properties and collections placed in the public trust. Guided by the spatial, temporal, and thematic parameters the collections of Mackinac State Historic Parks include historic sites, historic buildings, artifacts, archival material, archaeological material, and library material.

Historic sites: In the broadest sense, the primary objects in the collection are the sites themselves. The intrinsic value of Colonial Michilimackinac, Fort Mackinac, Historic Mill Creek and their adjacent lands, or any other site under the jurisdiction of the commission provides the basis for MSHP's work, and these sites must be researched, protected, and interpreted. The importance of the sites and the need to research and interpret the larger place cannot be forgotten when discussing the more traditional definitions of "collection."

Historic structures are buildings with sufficient integrity and provenance to make them worthy of preservation and interpretation. Historic structures currently part of the collection include buildings at Fort Mackinac; Park Commission properties in the downtown Mackinac Island district; the Old Mackinac Point Light Station in Mackinaw City; and archaeological ruins at Colonial Michilimackinac and Historic Mill Creek. These structures represent significant examples of architectural or cultural history. Structures added to the collection must likewise have sufficient provenance and architectural integrity to make them worthy of preservation and interpretation. Historic structure collections also include building components removed in the process of restoration.

Artifacts are historic objects acquired to (1) furnish a historic structure, (2) for exhibition and/or research, (3) provide documentation for the interpretation of a site and/or structure, or (4) enhance the public programs presented at a site. This includes artifacts (1) with a provenance to an interpreted site, (2) that duplicate or closely approximate items original to the interpreted sites that no longer exist or are unavailable for exhibition, or (3) that originated or pertain to the history of the geographic range of interest. The artifact collections may include household furnishings and implements; fine and decorative art objects; military objects; tools and products of trades, crafts, and manufacturing; agricultural implements; objects for transportation; textiles, clothing, and personal accessories; and ethnographic objects.

Archival materials are primary source documents, original photographic prints and negatives, original motion picture material (film and videotape), and paper ephemera. They are acquired because they (1) document the sites and collections administered by MSHP, (2) establish a provenance relationship to the sites collections, or (3) document the institutional history of MSHP. Archival material may include rare published matter such as maps, books, and plans that conform with material identified under the temporal and spatial ranges mentioned above.

Archaeological materials consist of prehistoric and historic ruins, artifacts, and floral and faunal remains (1) excavated on our property; (2) systematically excavated by MSHP staff or other professionals on non-MSHP property in compliance with state and federal laws; (3) surface finds from MSHP property. The materials include the documentation which gives the artifacts their meaning.

Library materials, as a discrete group from the archival collections, are defined as published and unpublished scholarly works, microfilms, **audiovisual materials**, **digital materials**, periodicals, and other research materials relevant to the history of the Straits of Mackinac. Current publications, published period works without a provenance to the sites, and photographic (including motion picture) copy prints are among the items included here.

DELEGATION OF RESPONSIBILITY

Mackinac Island State Park Commission: The legal authority for the approval of collection management policy, acquisition, and deaccessioning rests with the commission. The Collections Committee recommends the implementation of policy for the parks or the acquisition or deaccession of collections items to the director, who recommends action to the commission.

Collection Committee: The Collections Committee is appointed by the director, **and consists of the collections staff, director, and other staff members at the discretion of the director.** The committee:

1. Recommends collection management policies for approval by the commission.
2. Develops the procedures by which the policies are implemented for approval by the director.
3. Reviews proposed acquisitions and recommends acquisition to the commission.
4. Reviews proposed deaccessions from the collections and recommends deaccessions to the commission.
5. Approves loans from the collections.
6. Acts as an advocate for the resources necessary to meet professional standards for the care and management of collections.

A collections staff member serves as chair. They, or another committee member, serves as recording secretary. The director is liaison between the Collection Committee and the commission. The committee shall generally meet quarterly or as often as is deemed necessary by the chair.

Staff: **The collections staff of the Museum Programs Unit** is responsible for maintaining collections records and for registering, accessioning, and cataloging artifacts, archival material, and historic structures. The physical care of collection objects, including the archaeological collection, is also the responsibility of the **collections staff**. The **collections staff** also catalogs and maintains the library materials. The **head of the Museum Programs Unit** coordinates with the park managers on the care of historic structures. The curator of archaeology is responsible for recording and cataloging the archaeological collections. Interpretation staff is responsible for non-accessioned objects and reproductions, providing the **collections staff** with inventories and other records of these collections when appropriate.

ACQUISITION

Subject to approval by the Collections Committee and commission, objects will be acquired by MSHP. Mackinac State Historic Parks adds to its collections to improve the quality of its research and to enhance the educational value of its programs. The commission accepts these items into the collection upon the professional recommendation of the staff, taking responsibility for stewardship only after establishing clear and legal title.

Mackinac State Historic Parks may acquire collections through donation, bequest, purchase, transfer, exchange, archaeological excavation and documentation of surface finds and non-documented objects. The **collections staff** will recommend the acquisition of artifact and archival collection items to the Collections Committee. The committee reviews the objects and recommends approval.

Criteria

Mackinac State Historic Parks will consider items for acquisition and accessioning if the following conditions are met:

1. The item falls within the MSHP collecting scope.
2. MSHP can properly care for or develop a plan for the care of the item in accordance with professionally accepted standards.
3. The item is in reasonable condition and will not adversely affect other items in the collections or pose a threat to human life.
4. The item comes with free and clear title.
5. The item meets collection needs by filling a gap in the collection or replacing an inferior example.
6. The item does not represent an unnecessary duplication of artifacts already in the collections.
7. MSHP intends to keep the item in the collection as long as the item retains its physical integrity, authenticity and usefulness for MSHP's purposes.

MSHP will not knowingly accept materials of illicit origin or doubtful title into the collections. Should accessioned material later prove to be of questionable origin, MSHP will contact the appropriate authorities (which may include seeking an opinion from the Michigan Attorney General) and make reasonable efforts to resolve the problem ethically and in accordance with the law.

MSHP supports the legal efforts to protect cultural materials and archaeological sites and follows the guidelines set by the Michigan Antiquities Act of 1929, the Archaeological Resources Protection Act, and the Native American Graves Protection and Repatriation Act, and adheres to the standards set by professional archaeological societies.

MSHP will not acquire, through donation, bequest or purchase, items from books that have been dismantled for the purpose of making parts of them available to the Commission.

Items acquired as library materials do not require approval by the commission.

A legal instrument of conveyance which adequately describes the object(s) and the legal conditions of the transfer must accompany each donation, bequest, purchase or exchange. Once MSHP has acquired title to the object, the donor or vendor no longer has any legal claim to the object. All items accepted into MSHP's collections fall under the jurisdiction of the Mackinac Island State Park Commission and if unrestricted, may be displayed, loaned, retained or disposed of in the best interests of MSHP and the public it serves.

Ownership of an object is separate from ownership of copyrights under Title 17, U.S. Code (copyright law), therefore MSHP will attempt to obtain exclusive copyright, when applicable, for new acquisitions to the historical collection. Appropriate language will be included in the muniment to ensure conveyance of all copyrights, including all rights necessary for electronic distribution of work through present or future technology. If the donor does not own the copyrights, MSHP will make a reasonable effort to locate the owner and obtain these rights. For purchases, MSHP will ask the vendor to supply the names of previous owners or descendants of the originator in an attempt to obtain copyrights. These procedures will be followed until, under the law, such artifacts fall into the public domain.

The lack of copyright ownership will not preclude acceptance of an item for the collection, but the records for such an item will be clearly marked regarding its copyright status and the object's use will be limited. Borrowers and researchers will be responsible for obtaining permission from the copyright owner(s) to reproduce these items.

Donations

Items may be acquired by donation for historic structure, artifact, archival collections and library materials through the transfer of ownership from an individual, corporation, or institution to MSHP. Artifact and archival collections require committee review and commission approval.

MSHP will generally not accept restricted gifts into its artifact, archival and historic structure collections. Exceptions may be proposed for commission approval.

Potential donors will be informed of the unrestricted nature of all donations. A deed of gift executed by the donor and MSHP shall be obtained for all donations in accordance with MSHP procedures. In compliance with the Internal Revenue Service code for non-profit institutions and to avoid possible conflicts of interest, the staff of the MSHP may not appraise items for donors, institutions, or members of the general public (see IRS Publication 561 Determining the Value of Donated Property and Publication 526 Charitable Contributions). Staff members may give the names of at least two appraisers to a donor seeking such information and will co-operate with the donor in making the materials available for appraisal. The staff may establish values for collection items for insurance purposes only.

Donors must arrange and pay for these independent appraisals on gifts for tax purposes. Gifts will be appraised at fair market value and the donor is allowed to take deductions only to the extent set by law. MSHP staff will promptly complete any Internal Revenue Service forms for a donor seeking tax deductions. The completion of such forms does not necessarily imply MSHP's concurrence with the appraised value.

Bequest

Collection items may be acquired through bequests where MSHP is named as beneficiary in a will. Bequests of personal property shall be referred to the Collections Committee which will recommend acceptance or refusal. Bequests may be accepted into the collections in total or in part. Items that do not become part of the collections may be disposed of in accordance with commission policy and state law. Any proceeds resulting from such disposal are to be used for the improvement or care of the collections.

An appropriate instrument of conveyance, executed by the donor or agent of the donor and MSHP, shall be obtained for all bequests accepted into the collections in accordance with MSHP procedures.

Purchases

Items may be purchased for the historic structures, artifact, archival collections and library materials. MSHP will not purchase archaeological collections. Purchased items must follow MSHP purchasing procedures and be accompanied by a bill of sale (MSHP purchase order or vendor's invoice). If a third party is involved in the purchase, the original bill of sale is to accompany the document recording the transfer of ownership of the item(s). These documents, or copies, will be placed in the permanent acquisitions file.

Transfer

Items may be transferred from another MSHP unit. All transfers must follow approval procedures.

Exchange

Historical artifacts may be acquired through exchange with another not-for-profit educational institution only if the MSHP and the other institution believe the transfer to be in the best interests of both repositories. The institutions will follow proper deaccessioning procedures as outlined by their respective Collection Policies, and will fully document all aspects of the exchange. Formal appraisals may be required to ascertain the equality of the transfer, and all exchanges will require approval by the Collections Committee and the commission. Since an exchange generally requires the Collections Committee and transfer is legal, open, and in the best interests of the institution.

Surface Finds

MSHP sites have a long history of human occupation. Visitors and staff members have found and will continue to find artifacts on the ground due to natural soil erosion. Archaeological artifacts found on MSHP property will be accessioned into the historical artifact collection. They do not require approval by the committee or the commission. They will be documented according to procedures established by the curators of collections and archaeology.

Surface finds in the Straits area but not on MSHP property will be referred to the proper authority. For example, artifacts found on the Straits of Mackinac Great Lakes State Bottomland Preserve will be sent to the state archaeologist. If the piece is believed to be relevant to the programs of this institution, the MSHP may request custody of and jurisdiction over the item.

Excavation

The archaeological collection is added to through excavations on MSHP property or systematic excavation by MSHP staff or other professionals on non-MSHP property in compliance with state and federal law. Archaeological collections do not require the approval of the committee or commission.

Non-Documented

From time to time, historical artifacts will be found in the possession of MSHP for which no documentation can be found. MSHP will first try to determine if the items are on loan. If the items are determined not to be on loan, they will be classified as “non-documented” and added to the collection.

Policy Related to NAGPRA

MSHP is committed to the preservation and respectful treatment and return of human remains, funerary objects, sacred objects, and objects of cultural patrimony to Native American communities in accordance with the Native American Graves Protection and Repatriation Act (NAGPRA). All known objects identified and included in the initial 1992 summaries were ultimately transferred to local Native American tribes. Should any further objects be identified, the information will be submitted to the National NAGPRA Office in accordance with federal regulations and similarly transferred, per established procedures. As a general practice, MSHP will not acquire objects that are identifiably NAGPRA-eligible.

DOCUMENTATION AND CARE

Documentation

MSHP is committed to the prompt recording of all collection management actions, detailed documentation of all items in the collections and the preservation of records and materials in its care. Historic structures, artifact and archival materials are managed by the **Collections staff**. All items being considered for acquisition will be tagged and marked. For gifts, a receipt describing the donation will be given to the donor when the item is left with the MSHP. This receipt acknowledges MSHP's responsibility for the artifact(s), which will be cared for in the same manner as any collection item. Any item not accepted by the Collection Committee, or the commission will be returned to the owner according to procedures. The actions of the Collections Committee will be recorded, distributed, and maintained by the recording secretary.

Upon acceptance by the committee and commission, the donor will receive a Deed of Gift, transferring title and, if applicable, copyright to Mackinac State Historic Parks. With the approval of a donation, bequest, purchase or transfer, accession records will be generated within one month. Cataloging and photography will follow as expeditiously as staff time allows. Non-documented items will be investigated to find records. Documentation will follow approved procedures. All records will be maintained by the **collections staff**. All items added to the collections will be numbered according to the systems in place for each collection.

The archaeological collections are numbered and cataloged by the Archaeology Unit. When this unit has finished its documentation, the artifacts are stored and maintained by the **collections staff**. The records (field notes, daily journal, maps, square sheets, photographs) are part of the collection.

Library materials will be cataloged and classified by **collections staff** or other designated Museum Programs staff.

Care

MSHP recognizes its responsibilities to preserve and care for its collections. Responsibility for collection care and to request condition improvements and required treatment lies with the professional staff and the Collections Committee.

Basic activities will be performed routinely to maintain and monitor collection condition. The **collections staff** will work with the maintenance staff to establish schedules of routine building inspection. A housekeeping program will be established to provide for the cleaning of exhibition and storage areas.

Collection objects are not to be handled by the public except under guidelines established by the **collections staff** and Interpretation Unit. Guidelines for handling of collections by interpretive staff are to be established. Food and drink are not allowed in any collections storage area. Public consumption of food and drink is prohibited in exhibit structures except those designated by administration. Food and drink will be allowed only where there will be minimum impact on collections.

DEACCESSION

Subject to the approval of the Collections Committee and the Park Commission, items may be deaccessioned from the collections of Mackinac State Historic Parks.

Deaccessioning is exercised by Mackinac State Historic Parks after careful deliberation and with caution. MSHP considers the needs of the collection, the best interest of the public, the donor's wishes, the clarity of title, the tax status of the item, and the fiduciary responsibilities of the commission. Once a decision to deaccession is made, the method of disposal also is considered carefully.

Criteria

An object can be considered for deaccession if any of the following conditions are met:

1. The object fails to fall within the MSHP collecting scope.
2. The object constitutes an unnecessary duplication of other collection materials.
3. The object's condition has deteriorated beyond usefulness, the item has been damaged beyond repair, or the item's condition endangers human life or other items in the collection.
4. The authenticity of the object has been refuted because it is not what it was purported to be or is a fake, or the item's research or intrinsic value has been significantly altered due to poor restoration.
5. The object lacks provenance.

Considerations

Title: Mackinac State Historic Parks must have clear title for any item it may consider for deaccession. Any legally binding restrictions contained in the original terms of the gift or bequest regarding disposal will be followed. In cases where no gift agreement or other documentation of acquisition exists or can be found, the material is considered unclaimed, undocumented, abandoned property and deaccessioning may proceed after public notification as defined in 1992 Michigan Act 24.

Responsibility: The recommendation to deaccession an item will originate from the MSHP Curator of Collections. Recommendations will be presented to the Collections Committee by the curator following procedures established by the **collections staff**. The committee's decision to recommend deaccession will be submitted by the director to the commission.

Disposal: Deaccessioned items will be disposed of in a manner most beneficial to the public. Methods of disposal may include: transfer to another MSHP unit for educational use, transfer to another state agency for educational use, donation or trade to a nonprofit educational institution,

public sale, or destruction. Preference is given to the placement of an object with a public institution wherein the object may serve the purpose for which it was initially acquired by MSHP. It is preferable for material that is part of the historical or cultural heritage of the State of Michigan to remain in the state. Deaccessioned items may not be acquired for other non-educational MSHP uses, such as to furnish offices or housing units with the exception of deaccessioned reproductions or props. Deaccessioned items may not be given, sold, or otherwise transferred to employees of Mackinac State Historic Parks, members of the commission, Mackinac Associate members, volunteers, or their families or representatives. Private sales or gifts to individuals are not permitted. Any sale of deaccessioned items will be publicized. Deaccessioned objects will not be sold in MSHP museum stores.

Proceeds: The proceeds from the sale of deaccessioned collections are limited to the purchase of new acquisitions for the historical collection or conservation of existing collection items. Proceeds are placed in the segregated Martin and Patricia Jahn Collections Development Fund (see Commission Policy: Collection Development Fund, 2004). Expenditures from the fund are recommended by collections staff, reviewed by the Collections Committee, and approved by the director. New acquisitions are approved by the commission (see Acquisition). The original donor of any deaccessioned artifact **may** be listed as a contributor to the purchase of a new acquisition.

Exemptions: MSHP will not deaccession items lost or destroyed, and will not reassign accession numbers, files or other documentary references of lost items.

Records: The MSHP **collections staff** shall maintain a file of all deaccessioned items, including a description, the circumstances of its removal, means of disposal, and photographs. All catalog records pertaining to deaccessioned items will be updated indicating the method and date of disposal. Accession numbers, files, or other documentary references to deaccessioned objects will not be reassigned.

LOANS

As part of its professional responsibility to make its collections available to the public, Mackinac State Historic Parks may lend objects from, and accept loans to, its collections.

Both outgoing and incoming loans will be for periods of not more than one year, though the loan agreement may be renewed on a yearly basis should the borrowing institution or MSHP require the artifacts for a longer term.

All loans will be presented by the **collections staff**, reviewed by the Collections Committee and approved by the director.

Outgoing Loans

Type 1: Items from MSHP artifact, archival and archaeological collections may be lent to any institution which meets the American Association of Museums' definition of a museum (i.e., a non-profit institution essentially educational or aesthetic in purpose, with professional or volunteer staff, and capable of maintaining objects). Borrowers are required to demonstrate high professional standards in their interactions with other museums and historical agencies and in their care and treatment of objects. Archival manuscript collections may be loaned to qualified archives or libraries. Collection items may be loaned to an institution whose purpose is not educational or aesthetic if the purpose of the loan conforms to the educational mission of MSHP and the treatment of the items by the institution complies with the American Association of Museums standard facilities report. Institutions borrowing for exhibition purposes will be required to submit a standard facility report and a brief statement of exhibit methods. Library materials are circulated to staff members and qualified researchers at the discretion of the curator of history, but will generally not be loaned outside MSHP.

Type 2: Items from the collections may be lent to private individuals or organizations that are not open to the general public, if they meet the following conditions:

1. Items may be lent to an individual when that loan is at the request of MSHP for the conservation, restoration, research or identification of the item. In these instances, the person to whom the item is being loaned fulfills the criteria established in the conservation section of the Collections Policy. MSHP will maintain insurance on all items lent for research, conservation or restoration. A facilities report will not be necessary. Any proposals for such a loan shall be made in writing for review by the collections committee and approval by the director. The request shall minimally include an item description, purpose of the loan, benefits to MSHP, the loan period, transportation and storage conditions and the names and resumes of involved individuals.

2. Items may be lent to a crafts person or a manufacturing concern for reproduction only when all of the stipulations established in the reproduction section of the Collections Policy are met.

Loan requests are to be presented by the **collections staff** to the Collections Committee. The purpose and conditions of each loan must be presented along with any restrictions. All recommended loans require approval by the director.

Criteria (All apply to both type 1 and 2 loans, except where noted):

Items will be considered for loan only if all of the following conditions are met:

1. Removal of the items from MSHP does not significantly diminish interpretation, exhibition or research during the period of the loan.
2. The item is in stable condition and will not be damaged by shipment, exhibition, use or a change in environment.
3. The object will remain in the condition it was received by the borrower and will not be unframed, removed from mats, mounts or bases, cleaned, repaired, retouched or altered in any way without the written permission of MSHP.
4. The borrowing institution or individual will be able to provide adequate physical care of the object insuring it against loss, damage or deterioration.
5. Type 1 only: The borrowing institution provides proof of insurance, including wall-to-wall coverage subject to standard exclusion throughout the loan period unless the loan request originates with MSHP. MSHP shall be named the beneficiary. The borrowing institution must demonstrate its ability to safeguard the item while in transit and during exhibition or other use, in accordance with acceptable museum standards.
6. The item has been properly accessioned and bears a permanently assigned identification number.
7. A condition report on the item is prepared prior to the loan.
8. Type 1 only: All handling, packing, transportation and insurance costs incurred during the loan are to be paid by the borrowing institution.
9. A credit line citing “Mackinac State Historic Parks” will be displayed with all loaned items placed in a formal exhibit and included in any publication accompanying an exhibition at MSHP discretion.
10. Approval of a loan does not grant any photographic, publication or reproduction rights, which must be negotiated separate from the loan following established procedures.
11. MSHP reserves the right to recall any items during the loan period.

12. The borrower must agree to the conditions outlined in this policy and other conditions specified in the loan agreement. Any exceptions or additions must be approved by the director prior to the completion of the loan agreement.

Incoming Loans

Loans shall not be accepted when they place a burden on MSHP facilities or staff. All collection items accepted for loan by MSHP shall be covered by an incoming loan agreement form which specifies the terms, use and dates of the loan. In addition, proof of ownership and the manner in which an item was collected or acquired may be required.

Items may be borrowed from another institution or a private individual. The borrower must be made aware of the purpose of the loan and how the item will be used.

All loan requests must be reviewed by the Collections Committee and approved by the director.

The lender is required to place an insurance value on the item(s) and insurance in this amount will be covered by MSHP, unless other arrangements are made between MSHP and the lender.

Criteria

Incoming loans may be made under any of the following conditions:

1. The item is required for use in the exhibition or interpretive programs of a site. If the loan is for a one-day program and the item is not continuously in the custody of the lender, an incoming loan agreement is necessary.
2. The item is needed for research purposes, reference or study at the site.
3. The item is needed at MSHP for study as a model for a facsimile reproduction.
4. The item is deposited at MSHP pending consideration of acquisition by gift or purchase. Insurance determination or waivers are to be established with the owner at the time of the loan.

INVENTORY

As part of its ongoing program of collection management and care, Mackinac State Historic Parks will periodically inventory all collection items. The inventory is to be conducted by the **collections staff**, following the schedule and guidelines in the Collections Procedures.

CONSERVATION

Conservation is the treatment of an artifact to protect, preserve and maintain its condition and integrity. Conservation includes examination, treatment, preservation and documentation with respect to the existing aesthetic, historic and physical integrity of the artifact. All conservation is reversible and does not modify the known character of the artifact.

Conservation of collection items may be performed only by MSHP collections staff trained in such work or by an outside individual or institution conversant with, and in conformity to, the *Code of Ethics and Standards of Practice of the American Institute for Conservation of Historic and Artistic Works*. The collections staff will coordinate all in-house treatments according to established procedures.

The head of the Museum Unit will approve any conservation treatments to be completed by contract personnel. Collection items may be lent for conservation to conservators who adhere to the American Institute for Conservation of Historic and Artistic Works “Standards of Practice.” The conservator will be asked to provide a written treatment proposal, estimate and conservation report. All proposed treatments are to be explained to the collection staff and agreed upon in a written contract.

All conservation work on an object will be fully documented and the report filed with the object record.

REPRODUCTION

Reproductions may be made of original photographs, prints, paintings, and other graphics following the photographic reproduction procedure.

Reproductions crafted or manufactured from items in the collection for interpretive use will be marked as a reproduction, recorded with a reference to the accession number of the collection items they replicate and afforded inventory control. The catalog records of the original item should note that a reproduction of the item was made, when and by whom.

Requests for commercial reproduction of an item by an outside vendor or crafts person must be in writing. The request should state whether the new item is to be a reproduction or an adaptation. All requests to reproduce items in the collections will be reviewed by the Collections Committee and approved by the director.

Items selected for reproduction will be placed on loan to the crafts person or manufacturer. All conditions for an outgoing loan are to be observed, including the completion of a condition report. All of the following guidelines will be met for the reproduction of any item from the collections:

1. Items may not be dismantled in any manner or subjected to invasive technical analysis for the purpose of reproduction.
2. The condition of the item to be reproduced must be such that it will not be damaged by the process.
3. All reproduction items must be marked as reproductions.
4. The director has the right to examine and approve the quality of the reproduction.
5. Items intrinsic to the daily interpretation of the site may not be removed from the site for reproduction purposes. All necessary measurements and photographs must be done at the site.
6. Items made by licensees will be subject to licensing requirements of MSHP as approved by the attorney general.
7. The borrower must sign a reproduction agreement indicating adherence to all reproduction stipulations.

PUBLIC ACCESS AND DISCLOSURE

The Mackinac Island State Park Commission holds its collections in trust for the public. The collection exists for the benefit of all for the advancement of knowledge, and will be as accessible as possible while maintaining proper security and environmental conditions for the objects. The collections are open to researchers or interested members of the public under the supervision of appropriate staff members. Every effort will be made to accommodate researchers and the public, but MSHP reserves the right to limit access based on the physical condition and security requirements of the artifacts.

Collections will be available to the public through exhibitions, either commission-sponsored or by loan to other institutions, and through publications and electronic media.

Scholars and special interest groups will have access to historic and archaeological artifact and archival collections, reference materials and appropriate finding aids by advance appointment with the **collections staff** following established procedures. Library materials may be shared with researchers as appropriate and feasible. When feasible, MSH staff will respond to telephone or written inquiries for collections-related information.

Collections may not be used for personal reasons by MSHP staff, commission members, Mackinac Associate members, volunteers, or their families or representatives. Collections may not be used by any group or institution for political or non-education functions.

Access to the collections and activities associated to access will occur following all the below conditions:

1. Access to collections is secondary to preservation.
2. All who request access to collections not on exhibition are required to complete the access to collections form, stating their purpose and type of access requested.
3. Authorization for access will be at the discretion of the Curator of Collections. Refusal may be appealed to the director.
4. No item from the collection may be moved from site premises unless all the conditions for an outgoing loan are met.
5. Collection items will be made accessible based upon the condition of the item and the availability of resources at the site.
6. As part of their accessibility, items may be measured, photographed, or photocopied in compliance with appropriate procedures.
7. Any request for access to collection records will be governed by the same criteria as the access to the collection item. Any records made accessible will shield, as allowed by law, the name of the donor, the value of the item and the stored location.

8. Any request for reproduction of objects, including photographs, must comply with the appropriate guidelines and procedures.

The full text of this Collection Policy will be made available to donors, the press or others upon request. Excerpts from the accession, deaccession and loan sections may be printed as part of the appropriate forms, and will be explained to donors, borrowers or lenders before each form is signed. Acquisition and deaccession activity will be fully disclosed to any interested parties.

EXHIBITION

Beyond collecting and preserving material culture, Mackinac State Historic Parks interprets this history in a historic site format so the public can experience the objects in a setting indicative of their use and place in society.

Exhibition is the primary means by which the public has access to the collections. MSHP acknowledges that exhibition of collections within a historic site format places objects at greater risk than in a galleried situation. Therefore, MSHP will exercise a special responsibility to care for and exhibit the collections placed in its trust in a manner which ensures the preservation of the objects, and respects the objects and the traditions of the peoples who produced them.

All attempts will be made to protect exhibited collections from physical harm, disaster and natural agents of deterioration. Guidelines and procedures will be established for exhibition, monitoring and maintenance, disaster preparedness and environmental control.

SECURITY AND INSURANCE

The Mackinac Island State Park Commission recognizes the irreplaceable nature of the collections it holds in trust for the public, and is committed to developing comprehensive preventative security and risk management programs. MSHP will continue to develop and refine security and disaster plans for all locations and collections to minimize the potential for loss or damage. These plans will contain detailed, specific procedures for theft and disasters including fire, flood, storm, vandalism, terrorism and power failure. These plans will be used to instruct all site staff. All staff working in areas where collections are exhibited or stored are charged with security responsibilities relating to collections access and the presence of potentially harmful materials. Security and fire detection systems will be installed where necessary, and the **collections staff** will conduct regular inspections and inventories of collections on exhibit and in storage.

Though insurance cannot replace the artifacts or original buildings in the collections, it can provide funds for conservation or restoration in case of a disaster. MSHP maintains a combination of insurance policies and self-insurance for its collections, and retain the option of purchasing special policies for borrowed artifacts or exhibits. Commission staff will review insurance policies regularly to ensure adequate coverage is maintained. The curator of collections will review those policies pertaining directly to the collections and will recommend any necessary changes to the director.

Insurance values assigned to individual collection items are at current market replacement cost. Collections personnel must be capable of determining market value and/or be knowledgeable about the sources available for determining market value.

REVIEW AND REVISION OF COLLECTIONS POLICY

In acknowledgment that this policy will require revisions to meet the ongoing needs of Mackinac State Historic Parks and that professional standards for collections management will continue to evolve, the MSHP Collections Policy will be reviewed on a regular basis.

At least every five years the Collections Committee will review the policy and prepare revision recommendations considered necessary. The final draft will be presented to the commission for approval by the director. Once approved, the revised policy will govern all collection management actions at MSHP.

All collections procedures are also to be reviewed periodically, including after any revision of the policy to ensure that all aspects are in compliance with the policy. The revision of procedures will be made by the Collections Committee and submitted to the director for approval.

DEFINITION OF TERMS

Accessioning: The process of creating an immediate, brief and permanent record of an object, assembly or lot from the same source at the same time for which the museum has custody, right or title and assigning a unique control number to an object, assembly or lot. To accession an artifact implies permanence; a museum only accessions those items it intends to keep.

Acquisition: The administrative process of discovering, preliminary evaluation, negotiating for, taking custody of and documenting title to an object, assembly, or lot.

Catalog: The curatorial process of classifying and documenting objects usually in complete descriptive detail resulting in extensive information in the form of cards, files, publications, and automated data.

Deaccession: The action of removing an accessioned object by due process from the permanent collection or from deposit by legal means. The process is thoroughly recorded in a register.

Document: The process of producing records to identify and enhance the knowledge and value of collections with the intent of maintaining informational and intellectual control over them.

Inventory: The registrarial process of locating and listing periodically accessioned, loaned, and borrowed objects by location, resulting in locator files.

Manual, Collections: A professionally prepared set of guidelines, directives and formats describing how to establish, implement and maintain informational control over collections by various means.
Muniment: Written documents preserved as evidence of ownership of an object or collection, often comprising deeds, bills of sale, wills, agreements, correspondence and acknowledgments.

Plan, Collections: A curatorial inventory, analysis and evaluation of each class of collection held by a museum and utilized to direct predetermined acquisition and deaccession with specific goals and objectives in mind.

Policy, Collections: An approved, written statement of beliefs that provides a guidance system to achieve organizational purposes, objectives and responsibilities and adopted by a governing board or authority.

Registration: The overall registrarial function of creating, controlling, and maintaining information, immediately and briefly, about all objects owned by, and in the care, custody and control of a museum.

Adapted from Daniel R. Porter III, "Current Thoughts on Collections Policy: Producing the Essential Document for Administering Your Collections," Technical Report #1, AASLH, 1985.



Mackinac Island State Park Commission
Policy

Employee Housing

Minutes: June 22, 1974, P. 1470
Revised: March 19, 1993, P. 2739
December 29, 2005
March 23, 2012, P. 3992
May 24, 2019, P. 4458
March 4, 2022, P.

Preamble:

In order to attract and retain permanent and seasonal employees, housing is provided for both permanent and seasonal employees under arrangements specific to the nature of the positions.

General Policy

Employee housing will be assigned by the Director.

The interests of the Commission are best served by requiring the Director and **Chief of Marketing** to relocate from mainland offices to Mackinac Island as their official work station for the May-October season. Required housing is a job requirement and shall be included in job descriptions for these designated positions. In compliance with Standardized Travel Regulation 7.6, required housing and utilities at no cost, but no meal allowance, is provided when these employees are relocated to Mackinac Island as the official work station.

The Commission provides housing to the Mackinac Island Park Manager and Assistant Park Manager who are required to live in park housing and fulfill security and on-call responsibilities. These employees will be charged only for the utility costs of their housing.

Optional housing is provided to qualified annual and seasonal staff in a region where availability of affordable housing is a primary concern. Charges for optional housing will be billed to employees consistent with DNR Administrative Service procedure 2.07-12 "Rent and Utility Charges".

The Commission provides complimentary housing for one seasonal State Trooper assigned to Mackinac Island State Park and for one seasonal Scout Coordinator who is required to live at the Scout Barracks.



Mackinac Island State Park Commission
Policy

Park and Historic Site Names

Minutes: March 23, 2012, p. 4005
Updated: January 15, 2015
Minutes: March 4, 2022, p.

General Policy

"Mackinac State Historic Parks" is the umbrella name describing and linking the multiple state parks and historic sites of the Mackinac Island State Park Commission.

The official names of the Commission's individual parks and sites are:

- “Mackinac Island State Park”
- “Fort Mackinac”
- “The Richard & Jane Manoogian Mackinac Art Museum”
- “American Fur Company Retail Store & Dr. Beaumont Museum”
- “Biddle House – Mackinac Island Native American Museum”
- “McGulpin House”
- “Mission Church”

- “Michilimackinac State Park”
- “Colonial Michilimackinac”
- “Old Mackinac Point Lighthouse”
- “Straits of Mackinac Shipwreck Museum”

- “Historic Mill Creek Discovery Park”

MEMORANDUM

Subject: **Request for Lease Transfer, Warp
SPL 1, Lots 26 & 27, Easterly ½ of 10**

To: Mackinac Island State Park Commissioners

From: Steven C. Brisson, Director 
Mackinac Island State Park Commission

Date: March 4, 2022

ISSUE: On February 10, 2022, the Commission received a request from Rebecca van der Woerd, Successor Trustee, to transfer the lease for State Park Lease 1, Lots 26 & 27, Easterly ½ of 10 and associated property, on behalf of The Warp Family Michigan Trust with Harold G. Warp as Trustee.

DISCUSSION: Staff inspected the property and found no conditions that require special lease terms. The \$1,500 lease transfer fee was received.

RECOMMENDATION: Staff recommends that the Commission offer Andrew D. Suski, a single man, of 2284 Western Meadows Dr., Flushing, MI 48433, transfer and reassignment of lease for State Park Lease 1, Lots 26 & 27, Easterly ½ of 10 and associated property, for a twenty-year term, expiring April 11, 2042, contingent upon the successful sale of the personal property on this leasehold. Annual rent shall be Six Thousand Six Hundred Seventy-Five and NO/100 Dollars (\$6,675.00) and shall be adjusted on January 1 of each year of the lease according to the percentage change in the consumer price index (CPI), U.S. city average, all items, for the calendar year ending one year and one day prior to date of adjustments, or five percent (5%) whichever is lower. The total cumulative increase in lease rate shall not exceed one hundred twenty-five percent (125%) during the term of the lease.

Thank you.

DATE: February 9, 2022
FROM: Rebecca van der Woerd (Warp)
TO: Mackinac Island State Park Commission

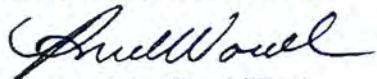
Dear Commissioners,
Please consider the transfer of lots 26 and 27 and the easterly portion of lot 10
from the present lease holder.

From: Warp Family Michigan Trust

To: Andrew D. Suski, a single man

We are confident that the proposed new lease holder will adhere to the terms and
conditions as set forth in the ground lease. Our Realtor Scott R. Rausch of Rausch
and Associates Real Estate will be working directly with you, on behalf of the
Warp Family Michigan Trust, to process this transfer of the lease.

Thank you for your consideration.



Rebecca van der Woerd (Warp)
Executor Trustee
Warp Family Michigan Trust

APPLICATION TO TRANSFER LEASE

MACKINAC ISLAND STATE PARK COMMISSION

Application Date 2-7-22 State Park Lease # 1 Lot # 26 + 27 + Easterly Portion of 10

Lessee Name The Warp Family Michigan Trust with Rebecca van der Woerd,
as Successor Trustee

Lessee Address, City/State/Zip
1100 N. Cicero Ave, Chicago IL 60651

Lessee Telephone 630-247-8228

Print precisely the full name and address of the new lessee(s) as it will appear on the new lease:

New Lessee Name
ANDREW D. SUSKI a single man

New Lessee Address, City/State/Zip
2284 Western Meadows Dr.
Flushing, MI 48433

This application must be submitted with:

- 1) Affidavit of Sale [form provided] with all items completed by the proposed new lessee(s) and signed by the new lessee(s); and
- 2) Transfer Lease Fee of \$1,500.00

Lessee Signature Roselynn Seal

GROUND LEASE

MACKINAC ISLAND STATE PARK COMMISSION, LESSOR

AND

ANDREW D. SUSKI

March 4, 2022

DRAFTED BY:
Mackinac Island State Park Commission
P.O. Box 873
Mackinaw City, Michigan 49701

GROUND LEASE

THIS GROUND LEASE ("Lease"), made this 4th day of March, 2022, between the MACKINAC ISLAND STATE PARK COMMISSION ("Commission"), by its Chairperson and Secretary, ("Lessor") and Andrew D. Suski, a single man, as Lessee, whose address is 2284 Western Meadows Dr., Flushing, MI 48433, supersedes and replaces a lease made September 25, 2009 to The Warp Family Michigan Trust, with Harold G. Warp as Trustee.

Lessor leases to Lessee the following described parcel of land (the "Premises") commonly known as **State Park Lease 1, Lots 26 & 27 & Easterly Portion of Lot 10**, with the formal legal description attached as Exhibit "A" and located within the Mackinac Island State Park ("Park"), State of Michigan, and to be occupied and used only for single family residential purposes.

ARTICLE I

RENT

1.01 Lessor shall furnish the Premises to Lessee for a term of twenty years of possession beginning upon actual possession or at 12:01 a.m. on April 12, 2022, ("Commencement Date") and ending at 11:59 p.m. on April 11, 2042.

1.02 Lessee shall pay to Lessor as annual rent consideration for the Premises at a rate of Six Thousand Six Hundred Seventy-Five and NO/100 Dollars (\$6,675.00) per year ("Annual Rent"). The first payment is due on the Commencement Date of this Lease and each payment thereafter is due on the 1st day of March each subsequent year. The Annual Rent may be paid in equal installments if approved by the Lessor in writing.

1.03 Annual rent shall be adjusted on January 1 of each year of the Lease according to the percentage change in the U.S. Department of Labor's Bureau of Labor Statistics' Consumer Price Index (CPI), U.S. city average, all items, for the calendar year ending one year and one day prior to date of adjustments, or five (5) percent, whichever is lower. The total cumulative increase in lease rates shall not exceed 125% during the term of this Lease.

ARTICLE II

USE OF PREMISES

2.01 Lessee agrees to use the Premises for single family residential purposes only.

2.02 Lessee agrees to comply with all public health and police regulations applicable to Lessee's use and occupancy of the Premises.

2.03 Lessee agrees not to cause or permit any nuisance upon the Premises.

2.04 Lessee agrees not to operate or store on the Premises or operate upon the roads of the Park any motor driven vehicle designed or capable of transportation of persons and property, consistent with Public Act 451 of 1994, as amended, and the Administrative Rules promulgated for the management of the Park, except those having a Park emergency permit.

2.05 Lessee agrees to strictly comply with all rules and regulations, which are or may be established and promulgated by the Lessor or other competent authority for the care and management of the Park.

2.06 Lessee agrees to not install shutters or other exterior winterizing elements until after November 1 of every year.

ARTICLE III

CARE AND CONDITION OF PREMISES

3.01 Lessee recognizes the purpose of the Commission to preserve the architectural, historical, archeological, and cultural values of properties under its jurisdiction, including any structures on the Premises being leased to Lessee.

3.02 Lessee shall safeguard the heritage of the Premises and any structures, by maintaining the same in good repair and orderly condition. Neither maintenance nor repair shall change the external appearance of any structure or the grounds, except through the elimination of the usual and expected affects of weathering.

3.03 Lessee agrees that he or she shall not change the external appearance of any structure or the Premises by addition, alteration, repair, moving, excavation, or demolition, nor construct a new structure or replace a structure without first submitting plans and obtaining the written approval of the Director of the Commission. Changes to the external appearance include, but are not limited to, any paving or bricklaying on the Premises. The Director may require submission of plans approved by a licensed architect and a State of Michigan Department of Energy, Labor and Economic Growth building permit prior to start of work.

3.04 Lessee agrees to trim bushes and shrubs to prevent obstruction of sidewalks. Trees may be trimmed, moved, or removed only upon the Lessee first obtaining the permission of the Director of the Commission. Lawns and gardens shall be kept in a clean, orderly and attractive appearance. This duty will include prompt removal of any and all litter, yard waste, and other debris from all portions of the premises, mowing and watering of turf grass, storing of tools and equipment away from public view, and maintaining an overall neat, orderly and aesthetically pleasing appearance to the premises consistent with the natural beauty of the Park.

3.05 Lessee agrees to not place on the Premises a television satellite dish or other structure similar in design or purpose without the prior written approval of the Commission.

3.06 Lessee agrees to procure and keep in effect such public liability and property damage insurance as the Commission may deem adequate. Lessee also agrees to name the

of 11 Mackinac Island State Park Commission as a secured and interested party on the insurance policy.

3.07 Lessee shall indemnify and hold harmless Lessor, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

(a) any claim, demand, action, citation or legal proceedings against Lessor, its employees and agents arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Lessee;

(b) any claim, demand, action, citation or legal proceeding against Lessor, its employees and agents arising out of or related to occurrences that Lessee is required to insure against as provided for in this Lease; and

(c) any claim, demand, action, citation or legal proceeding against Lessor, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Lessee, anyone directly or indirectly employed by Lessee, or by anyone for whose acts Lessee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of Lessor, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Lessee, the indemnification obligation under this Lease shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Lessee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Lease with respect to any claims based on facts or conditions, which occurred prior to termination. The provisions of this Section shall survive the expiration or termination of this Lease.

3.08 In the event that any structure and/or building on the Premises is damaged or destroyed by fire or other calamity, Lessee will be allowed to repair or replace the structures/buildings in accordance with Commission guidelines. If Lessee chooses to repair or replace destroyed structures/buildings, work must begin within 12 months and be completed within twenty-four (24) months after construction begins. This period may be extended by the Director and/or the Commission if good cause is shown why the repairs or new construction cannot be completed within twenty-four (24) months. If the Lessee chooses not to repair or replace the structures/buildings or fails to complete construction in accordance with this provision, this lease shall be cancelled. If the Lessee chooses not to repair or replace the structures/buildings on the Premises or does not complete construction within the time frame set

forth above, the Lessee will pay for the full cost of clearing debris from the property and restoring the property to its natural condition.

3.09 Lessee agrees to furnish each floor of each structure with an approved dry chemical fire extinguisher in good working order.

3.10 If the Premises and structures are not kept in good repair and orderly condition, or if the external appearance of the Premises or structures are changed without permission of the Director and/or the Commission, that upon notice of that fact, the Lessee shall immediately take whatever action is required to repair, restore or maintain the Premises and any structures on it. In the event that this is not done, the Commission may contract with parties willing to do the necessary work or perform the work or proceed with termination of the Lease. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by the Commission and/or Director will become a charge upon the Lessee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this Lease and the Lease may be terminated.

3.11 Exterior areas of the Premises occupied by domestic animals shall be maintained in a clean and sanitary condition. Animal waste shall be properly disposed of and not allowed to accumulate in a manner that distracts from the appearance of the Premises or causes the persistent and significant release of offensive odors.

ARTICLE IV

PREMISES PROTECTION PROVISIONS

4.01 The Lessee covenants that he/she will comply with all applicable laws pertaining to the use and care of the premises, including but not limited to statutes, regulations, ordinances, and codes relating to environmental and natural resources protection, and historic preservation and will obtain any permits required by law before engaging in any regulated activity relating to the land.

ARTICLE V

ACCESS TO PREMISES

5.01 Lessee agrees to permit Lessor to have free access to the Premises to examine the same at reasonable periods and times.

ARTICLE VI

ASSIGNMENT

6.01 Neither this Lease nor any part thereof shall be assigned by operation of law or otherwise, nor shall the Premises or any part thereof be subleased or permitted to be used without the prior written consent of the Lessor. Lessee shall not, directly or indirectly, assign or transfer

of 11 any of its rights or duties to another without the Lessor's written consent, which may be withheld in the Lessor's sole discretion. Without limiting the generality of the foregoing, Change of

Control of a party shall be deemed to be an assignment. It is mutually agreed that the several agreements, conditions, covenants, and obligations in this Lease shall inure to, and be binding upon the successors in office of the Lessor, and the heirs, executors, administrators and assigns of the Lessee. For the purposes of this section, "Change of Control" shall include, but not be limited to, the sale or exchange of a controlling interest of stock in a corporation, any legal transaction that results in the change of effective control of a legal entity, the death of the Lessee, or any mechanism by which the Lessee named in this Lease would cease to be in actual control of the Premises.

ARTICLE VII

RETURN OF PREMISES

7.01 Upon the expiration or termination of this Lease, Lessee agrees to leave the Premises in as good of a condition as was present at the Commencement Date, except for normal wear and tear. Lessee agrees to reimburse Lessor for any repairs, restoration or maintenance to the Premises arising from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.

ARTICLE VIII

RENEWAL

8.01 At the expiration of this Lease, the Lessee may continue to rent the Premises on a monthly basis until terminated by notice from the Lessor or renewed pursuant to the option granted Lessee in this paragraph. The Lessor agrees that, if the Lessee has performed the agreements, conditions, covenants, and other obligations of this Lease in a satisfactory manner, Lessee shall have the option to re-lease the Premises in preference to others, upon such terms and conditions as prescribed by the Lessor. If the Premises are not subject to lease or if an extension is not granted, the Lessee may, if done before the expiration of this Lease, remove such buildings and fixtures as may be lessee's property, leaving the Premises in as good of a condition as it was on the Commencement Date, normal wear and tear excepted.

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

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

ARTICLE IX

QUIET ENJOYMENT

9.01 The Lessor covenants with the Lessee that upon payment of rental consideration and upon the performance of all agreements, conditions, covenants and other obligations in this Lease, that Lessee shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease.

ARTICLE X

ENFORCEMENT AND TERMINATION

10.01 Lessee agrees to keep, observe and perform all the conditions, covenants and other obligations placed upon the Lessee of these Premises. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

10.02 Regardless of other provisions of this Lease, upon the failure of the Lessee to observe and perform any covenant, condition, term or provision of this Lease, Lessor shall have the right to terminate this Lease and shall be entitled to possession of the Premises. Notice of termination and demand for possession shall be in writing and addressed to the Lessee and shall give the reasons for the demand.

10.03 No receipt of money by the Lessor from the Lessee after the termination of this Lease shall reinstate, continue or extend the term, nor waive or affect any notice given by the Lessor to the Lessee prior to such receipt of money.

10.04 The parties agree that they shall rely solely upon the terms of this Lease to govern their relationship. They further agree that reliance upon any representation, act or omission outside the terms of this Lease shall be deemed unreasonable and shall not establish any rights or obligations on the part of either party.

10.05 One or more waivers of any covenant, term, condition or provision of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term, condition or provision, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed a waiver of Lessor's consent or approval to or of any subsequent similar act by Lessee. No breach of a covenant, term, condition or provision of this Lease shall be deemed to have been waived by Lessor, unless such waiver (i) is in writing signed by Lessor; (ii) identifies the breach, and (iii) expressly states that it is a waiver of the identified breach. Additionally, any approval required under this Lease shall be deemed only an approval for the purpose assigned and does not ensure the viability of any written materials. Lessee remains liable for the accuracy of any material submitted for approval.

VI.C.1**Page 10****of 11**

10.06 The Lessee shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 435, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practice and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessee agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. The Lessor may terminate this Lease upon thirty (30) days written notice, if the Lessee or any subcontractor, manufacturer or supplier of the Lessee is found guilty of discrimination.

10.07 Unfair Labor Practices. The Lessor may void this Lease, upon thirty (30) days written notice, if the Lessee or any subcontractor, manufacturer, or supplier of the Lessee appears in the register compiled by the Michigan Department of Energy, Labor and Economic Growth pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

ARTICLE XI

NOTICE, APPLICATION AND APPROVALS

11.01 Any notice to Lessor required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the Lessee and Lessor shall be transmitted to the addresses listed below:

To Lessee: Andrew D. Suski
2284 Western Meadows Dr.
Flushing, MI 48433

To Lessor: State of Michigan, Dept. Natural Resources
Director, Mackinac Island State Park Commission
P.O. Box 873
Mackinaw City, Michigan 49701

The notice shall be deemed effective as of 12:00 noon Mackinaw City, Michigan time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

11.02 This Lease shall be interpreted in accordance with the laws of the State of Michigan.

11.03 This Lease supersedes and cancels any prior Lease between Lessor and Lessee covering the Premises herein described, which said Lease shall be null and void when this Lease becomes effective.

11.04 Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

11.05 This Lease, with all attachments, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed.

The next paragraph is the signature of the Parties.

Resolution to Sell
Real Property in Mackinaw City

V.I.D
Page 1

WHEREAS, lots 15, 16, and 17, in Block 30, otherwise known as 408 W. Central Avenue, in the Village of Mackinaw City were acquired by the Mackinac Island State Park Commission in 1978 for \$44,900; and

WHEREAS, lots 15-17, Block 30, in the Village of Mackinaw City, are isolated from Mackinac Island State Park lands, and are surrounded by homes and businesses in a platted commercially zoned neighborhood; and

WHEREAS, said lots do not "increase the beauty and utility of the state park facilities," or "provide recreational, historical, or other facilities for the benefit and enjoyment of the public," which are the primary purposes for which the Commission is authorized to manage land; and

WHEREAS, said lots have considerable monetary value and if sold will provide needed funds to enhance the land and park facilities that do provide recreational and historical benefit to the public; and

WHEREAS, Public Act 181 of 2006, adding MCL 324.76702(g), gives the Commission authority to sell real property if the following requirements are met:

1. The property is sold for fair market value.
2. The sale of the property is not otherwise prohibited by law.
3. The property is zoned residential or commercial and is not contiguous to state park land.
4. The Commission determines that the property is not of current or potential value to the purposes of the Commission.
5. The Commission determines that selling the property is in the best interests of the state.

NOW, THEREFORE BE IT RESOLVED, that the Commission determines that lots 15, 16, and 17, in Block 30 in the Village of Mackinaw City are not of current or potential value to the purposes of the Commission, and selling the lots is in the best interests of the state, and

BE IT FURTHER RESOLVED, that with the understanding that the requirements for the sale of said lots are or will otherwise be met, the Commission authorizes the Director to sell lots 15-17, Block 30, Mackinaw City, MI for a fair market value using whatever method the Director sees fit that is in compliance with state law;

BE IT FURTHER RESOLVED, that the Commission authorizes the payment of costs incidental to the sale, such as the cost of an appraisal, title insurance, and closing costs, if necessary.

GIVEN AT WIXOM, MI
March 4, 2022
Mackinac Island State Park Commission

Daniel Loepp, Chairman

William K. Marvin, Secretary

SEASONAL BOAT SLIP USE PERMIT

Mackinac Island State Park Commission

MACKINAC ISLAND VISITOR'S CENTER DOCK

V.I.E.1

Page 1

of 2

This permit agreement, entered into this 4th day of March 2022 between the Mackinac Island State Park Commission ("COMMISSION") and Michael D. Young, Jr. ("PERMITTEE"), is subject to the following terms and conditions:

1. Grant of Permit. PERMITTEE is hereby granted a Permit for the use of the east side of the Mackinac Island Visitor's Center boat dock ("PREMISES") for the 2022 boating season (May 15 through October 15, 2022) for the following named boat "Just Bluffing" ("Vessel").
2. Permit Fee. Lessee shall pay to the Lessor a seasonal permit fee for the PREMISES of \$7,390. Payment is due on the commencement date of the permit.
3. Assignment. This permit is granted to a specific PERMITTEE, the sole owner of the specific boat described above, and is not assignable to any other person, entity, or boat without the advance written consent of the COMMISSION. Partial disposition of ownership if the boat by the PERMITTEE must be reported to and accepted in writing by the COMMISSION to continue the grant of this Permit in full force and effect.
4. Limited Use of Permit. It is agreed that the purpose of this Permit is to allow the PERMITTEE to moor the boat described herein at the subject dock and that the subject boat is to be utilized exclusively for the personal recreational use of the PERMITTEE. Any commercial use of the boat by the PERMITTEE and/or his/her assigns is a violation of the Permit and will result in the immediate termination of same and loss of all rights and privileges hereunder.
5. Auxiliary Craft. Dinghies or other auxiliary craft owned by the PERMITTEE of a size suitable to be carried on board the boat may be water-stored in the slip so long as this storage does not extend beyond the limits of the assigned slip.
6. Limitation of liability. PERMITTEE covenants not to sue the Mackinac Island State Park Commission, its officers, employees, or agents for any claims whether legal or equitable, arising under, or in any manner related, to the privileges granted in this Permit. PERMITTEE hereby releases, waives, and discharges the Mackinac Island State Park Commission, its officers, employees, and agents from any and all liability to PERMITTEE, its officers, employees, and agents, for all losses, injury, damage to person or property, or death, and any claims or demands therefor, arising under, or in any manner related to, the privileges granted in this permit, whether caused by the Mackinac Island State Park Commission, its officers, employees, or agents.
7. Indemnification. PERMITTEE covenants and agrees to save harmless the Mackinac Island State Park Commission, its officers, employees, and agents from any and all claims, demands, judgements, and expenses, including attorney fees, for any and all losses, damages, or injuries to person(s) or property, or death arising under, or in any manner related to (a) this permit, (b) the activities authorized by this permit, or (c) the use or occupancy of the PREMISES that are the subject of this permit, as well as any other State-owned lands. This indemnification and save harmless agreement is intended to and shall extend to all loss, damage, injury to person or property, or death, proximately caused, in whole or in part, by the negligence or other tortious conduct of the Mackinac Island State Park Commission, its officers, employees, and agents.
8. Insurance. PERMITTEE agrees to arrange for the boat to be covered by a marine insurance policy (hull coverage and protection and indemnity liability coverage) prior to using the PREMISES, to identify PERMITTEE's insurance company and the relevant policy number in this permit.
9. Termination by COMMISSION. The COMMISSION shall have the right to terminate this Permit without cause by giving notice in writing to PERMITTEE 72 hours prior to such termination; provided that the PERMITTEE shall be entitled to a prorata refund of the permit fee; and provided further, that no refund shall be made if termination of this permit is due to PERMITTEE's violation of any of the terms and conditions of this permit or the rules and regulations in effect at the facility or such other reasonable rules and regulations as the COMMISSION may publish, post, and/or distribute from time to time.

VI.E.1 10. Termination by PERMITTEE. The PERMITTEE shall have the right to terminate this Permit by giving notice to the COMMISSION at least 72 hours in advance of such termination. If the termination is made prior to July 1 of the year in question, PERMITTEE shall be entitled to a 50% refund of the permit fee. If the termination is made after July 1 of the year in question, PERMITTEE shall not be entitled to a refund, but if the slip is subsequently permitted by the COMMISSION for the balance of the season, a prorata refund of up to 50% of the permit fee will be made to the PERMITTEE. The COMMISSION shall not, however, be required to re-permit the vacated slip.

Page 2 11. Removal of Vessel Upon Termination of Permit. PERMITTEE agrees to remove or cause the boat and equipment thereon to be removed within five (5) days after the expiration of this Permit. If the PERMITTEE fails to remove the boat and equipment thereon in a timely fashion at the termination of this Permit, the COMMISSION shall have the option of:

- a. Charging PERMITTEE daily fee upon a prorata basis for the space occupied; or
- b. pursuing any other remedy available under the law.

12. Possessory Lien. The COMMISSION shall be entitled to a possessory lien on said boat for any and all monies owed by the PERMITTEE to the COMMISSION for said slip, storage, work performed, services rendered and materials furnished to the PERMITTEE or his/her boat.

13. Emergency. In the event of any emergency affecting the boat or other boat or persons or property, the COMMISSION, at its sole discretion, reserves the right to move the boat, provided that the COMMISSION shall not be required to provide this service. PERMITTEE shall indemnify and hold the COMMISSION safe and harmless from any and all liability, injury, loss, or damage caused by or resulting to PERMITTEE's boat due to an emergency situation.

14. Compliance with Local Ordinances. PERMITTEE agrees to comply with all laws and with all police, fire, and sanitary regulations and all other Ordinances of the Municipality, the County, the State of Michigan, and any other governmental authority having jurisdiction over COMMISSION properties.

15. Waiver. Waiver of a violation of any of the foregoing terms and provisions shall not be construed as a waiver of any subsequent violation or violations.

16. Severability. It is mutually understood and agreed that all terms and provisions contained in this Permit are severable, and that in the event any provision shall be held invalid by a competent court, this Permit shall be interpreted as if such invalid term or provision were not contained in this Permit.

17. Construction. This permit shall be construed and interpreted according to the laws of the State of Michigan.

18. Rules and Regulations. The PERMITTEE agrees to comply with the terms and conditions of this Permit, and the statutes, rules and regulations governing use of COMMISSION properties and such other reasonable regulations as the COMMISSION may publish, post, and/or distribute from time to time.

PLEASE PRINT

Fremont INS. Y005362102
PERMITTEE insurance company and policy number

Permit Fee Enclosed: \$7,390.00

Michael D. Young, Jr.
Permittee Name

517-755-9969
Permittee Phone Number

2024 Belwood Dr., Okemos, MI 48864
Permittee Address

906-847-3716
Permittee Island Contact Number


Signature of Boat Owner/Permittee

Director, Mackinac Island State Park Commission

2-16-2022
DATE

DATE



DANIEL LOEPP
Chairman

RICHARD A. MANOOGIAN
Vice Chairman

RACHEL BENDIT
MARLEE BROWN
WILLIAM K. MARVIN
HENDRIK G. MEIJER
PHILLIP PIERCE

STEVEN C. BRISSON
Director



Box 873
MACKINAW CITY, MI 49751
(231) 436-4100

Box 370
MACKINAC ISLAND, MI 49757
(906) 847-3328

WWW.MACKINACPARKS.COM

GRETCHEN WHITMER, Governor

MACKINAC ISLAND STATE PARK COMMISSION

**Mackinac Island State Park Commission
Commission Committee Assignments
2021-2022**

Executive Committee

Daniel Loepp, Chairman
Richard Manoogian
William Marvin

Airport, Building and Grounds (*Meets annually prior to May meeting*)

William Marvin, Chairman
Marlee Brown
Vacant

Finance and Audit (*Meets annually prior to the December meeting*)

Phillip Pierce, Chairman
Daniel Loepp
Richard Manoogian

Fund Development (*Meets annually prior to the July meeting*)

Richard Manoogian, Chairman
Rachel Bendit
Hendrik Meijer