

City of Marquette, MI



Meeting Agenda City Commission

**Monday, January 12, 2026
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)

Alex Wilkinson to the Board of Zoning Appeals as the Planning Commission representative for a term ending 02-15-27.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Presentation(s)

2. Board of Review, by Chair Justin Vasseau

3. Consent Agenda - Roll Call Vote

3.a. Approve the minutes of the December 15, 2025 regular Commission meeting

3.b. Approve the total bills payable in the amount of \$2,350,168.23

3.c. License to Use City Property adjacent to 1150 Joliet Road

3.d. License to Use an undeveloped portion of Union Street

3.e. Donation to City Police Department

3.f. Ordinance 26-1: Animals

3.g. Peg Hirvonen Bandshell - Construction Contract Change Order

3.h. Portable Radio Purchase

3.i. Resolution for the decertification of a portion of Garfield Avenue - Roll Call Vote

3.j. Resolution for the decertification of a portion of Powder Mill Road - Roll Call Vote

New Business

4. Noquemanon Ski Marathon Trail Access Permit

5. Legislatively Directed Spending Items - 2025-2026 Request

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

Consent Agenda - Roll Call Vote

Approve the minutes of the December 15, 2025 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Dec. 15 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, December 15, 2025
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Gottlieb, Hanley, Larson, Ottaway, Schloegel

Absent: Mayer

Commissioner Jessica Hanley moved to excuse Commissioner Cody Mayer for personal reasons, seconded by Commissioner Cary Gottlieb and Carried Unanimously.

Commissioner Cary Gottlieb asked to move Item 4.d to New Business.

Approval of the Agenda

Commissioner Cary Gottlieb moved to Approve the agenda as amended, seconded by Mayor Pro Tem Jerney Ottaway and Carried Unanimously.

Announcements

Mayer Schloegel had no announcements.

Boards and Committees

1. Appointment(s)

Hunter Volkmar to the LDFA for an unexpired term ending 8-1-2028

Mark Miller to the MBRA for an unexpired term ending 2-1-2027

Emerson Graves to the PAC for an unexpired term ending 2-26-27

Brian Glitt to the DDA for a term ending 1-1-2030

Commissioner Jessica Hanley moved to Approve the appointments as listed, seconded by Commissioner Sally Davis and Carried Unanimously.

2. Reappointment(s)

Chris Durley to the DDA for a term ending 1-1-2030

Mayor Pro Tem Jerney Ottaway moved to Approve the reappointment as listed, seconded by Commissioner Michael Larson and Carried Unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Matt Blondeau said he was the applicant for the liquor license request on tonight's agenda. He provided a short overview of his plans for the project, and he said he was available if the City Commission had questions.

Presentation(s)

3. Marquette Area Wastewater Treatment Advisory Board, by Deputy City Manager Sean Hobbins

Deputy City Manager Sean Hobbins, who serves as an appointed City representative to the Marquette Area Wastewater Treatment Advisory Board, offered an update on the board and the water treatment facility's activities during the prior year. He highlighted the operations of the plant and provided updates on recent projects.

After the presentation, Commissioners asked a handful of questions, with discussion focusing on the MAWTAB program to distribute fertilizer to local farms and lands, and on clarification about the facility's capabilities.

4. Consent Agenda - Roll Call Vote

Commissioner Michael Larson moved to Approve the Consent Agenda as presented, seconded by Commissioner Cary Gottlieb and Carried Unanimously.

4.a. Approve the minutes of the December 8, 2025 work session

4.b. Approve the minutes of the December 8, 2025 regular Commission meeting

4.c. Approve the total bills payable in the amount of \$1,150,684.22

4.d. (Item Moved to New Business)

4.e. Police Video Storage System

4.f. Roll-off Leaf Vacuum Purchase

4.g. Sale of Surplus Equipment

4.h. Senior Services - Master Agreement to Purchase Services

5. New Liquor License Application - Roll Call Vote

Commissioner Cary Gottlieb moved to deny the resolution recommending Michigan Liquor Control Commission approval of a new Development District liquor license for Sips and Suds, LLC at 629 North Third Street until (1) the Commission knows the request is for a location zoned for the proposed use; (2) the Commission hears more detail with what specific investment thresholds need to be met to qualify; and (3) assuming the City Commission ultimately passes a resolution and the MLCC approves it, the CC knows there will be an opportunity for the public, the Planning Commission or the City Commission to have concerns addressed about this type of usage at this location. Mayor Pro Tem Ottaway seconded the motion and discussion ensued.

Commissioner Gottlieb requested information from staff.

City Attorney Suzanne Larsen said this is an unusual item for Commission review because it is for a new license, and she said the Commission's action is primarily to determine whether there is any reason the applicant should not be eligible for a liquor license, such as a history of local issues or concerns. She said investment thresholds and zoning regulations are not a part of the Commission review but said those would be reviewed and verified through existing processes.

Several commissioners stated they did not see a basis to deny this recommendation, emphasizing the agenda item was limited to the liquor license recommendation and that zoning/land use and state licensing requirements would be handled through the proper channels.

The Commission then voted on the motion to deny the resolution. This vote failed, with commissioners voting unanimously against it.

Mayor Pro Tem Jerney Ottaway moved to Approve the attached resolution recommending Michigan Liquor Control Commission approval of a new Development District liquor license for Sips and Suds, LLC at 629 North Third Street, seconded by Commissioner Sally Davis and Carried Unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Matt Blondeau said he owns another liquor license in the City and has had no violations. He also said his project is a permitted use under the current zoning and that he has been in discussion with planning and zoning staff about his plans.

Comments from the Commission

Commissioner Davis wished everyone a safe and happy holiday.

Commissioners Gottlieb, Hanley and Larson had no comments.

Mayor Pro Tem Ottaway said he appreciated Commissioner Gottlieb for raising his questions and concerns tonight, as the discussion leads to the Commission really considering its role. He wished everyone a happy holidays.

Mayor Schloegel wished everyone a happy holidays and asked people to try to shop local this season and to look out for and help their neighbors if possible.

Comments from the City Manager

Deputy City Manager Sean Hobbins wished everyone a happy holiday and asked residents to be considerate of the public employees that will be working during the holidays.

Adjournment

Mayor Schloegel adjourned the meeting at 6:33 p.m.

Paul Schloegel, Mayor

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

Consent Agenda - Roll Call Vote

License to Use City Property adjacent to 1150 Joliet Road

BACKGROUND:

Timothy and Linda Garrow, property owners of 1150 Joliet Road, have submitted an application and signed a license for the placement of a retaining wall in the right-of-way (ROW) adjacent to the property. The wall was rebuilt during the summer of 2025, before seeking a permit, and is a replacement for a wall that actually protruded farther into the ROW than the current wall does. Reviewing staff made comments that were incorporated into the license prepared by the City Attorney.

FISCAL EFFECT:

The application fee of \$475 and has been paid.

RECOMMENDATION:

Approve the Grant of License, and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ GOL-Exhibit_Signed by Applicant_14-PRU-11-25
- ▣ App-Staff Review_14-PRU-11-25-1150 Joliet Rd.

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and Timothy A. Garrow and Linda S. Garrow, of 1150 Joliet Road, Marquette, MI 49855, "Garrow," enter into this agreement on _____, 2025, subject to the following conditions:

1. Background. The City owns the Joliet Road right-of-way, in the City of Marquette, and State of Michigan.
Garrow desires to construct a retaining wall ("Wall") within the right-of-way as to the specification of and as identified in Exhibit A attached hereto.
2. Grant of the license. In consideration of \$475.00, the City grants to Garrow the right to construct and maintain the Wall on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Garrow shall, at all times while this License is in effect, maintain the Wall in good repair. Garrow shall be responsible for all fees and expenses related to the construction and maintenance of the Wall and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Wall except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities or performs street work, Garrow shall be responsible for any removal of, repair to or replacement of the Wall in connection with such work. Garrow shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's real estate.
5. Reimbursement for damages. Garrow shall reimburse the City for any physical damages to the City's real estate caused by Garrow's use on the real estate. Garrow shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Garrow's use. Garrow's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Garrow reserves the right to control the defense and settlement of any claim for which Garrow has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Garrow shall remove the Wall from the real estate, at its own expense. Garrow shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to Garrow, and terminate upon the transfer of ownership of Garrow's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

By: Paul Schloegel
Its: Mayor

By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2025,
by Paul Schloegel, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal
corporation.

_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette



Timothy A. Garrow


Linda S. Garrow









STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Greenbrier County West Virginia, Michigan, on December 12, 2025,
by Timothy A. Garrow and Linda S. Garrow.




_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 9/07/2026
Acting in the County of Marquette



 Parcels PIN Label	 FiberLines	 Water Lateral Lines	 Storm Catch Basins	 DAYLIGHT	 SewerCleanO
 Streets	 Fire Hydrants	 Watermains	 swCulverts_Inlets_Outlets_Poin	 IN ROAD/BRIDGE CULVERT	 Sewer
 Natural_Gas_GPMS_Pipelines (General Ref)	 WaterShutOff	 Water Structures	 Storm Pipes	 IN STORM SEWER	 Sewer
 Semco_Gas_Mains_2017 (General Ref)	 Water Valves & Gates	 Storm Manholes	 swTreatmentUnits	 Sewer_Lift_Stations	 Sewer

Mail to:
Municipal Service Center
Community Development Office
1100 Wright St
Marquette, MI 49855

PRINT

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT
OF CITY-OWNED PROPERTY



CITY STAFF USE

Date Submitted: 11-11-25 Parcel ID#: _____ File #: _____
Property Address/Location: 1150 Juliet Rd.
Adequate Graphic Image or Legal Description Submitted: Y / N
Receipt #: 401374 Check #: 371 Received by and date: AC 11-11-25

FEE \$475 (We can only accept Cash or Check (written to the City of Marquette))

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION
REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!**
If you have any questions, please call 228-0425 or e-mail dstensaas@marquettemi.gov.

ADDRESS INFORMATION

Please state the relevant street address of the property/location nearest, or associated, with the requested license/easement: 1150 JULIET RD, MQT

APPLICANT/REP CONTACT INFORMATION and LEGAL NAME OF PROPERTY OWNER

*** PROPERTY OWNER - PLEASE USE EXACT LEGAL NAME STATED ON TAX FORMS**

APPLICANT or REPRESENTATIVE	* NAME(S) ON PROPERTY DEED
Name: <u>TIMOTHY A. GARROW</u>	Name(s): <u>TIMOTHY A. & LINDA S.</u>
Address: <u>1150 JULIET RD</u>	<u>GARROW</u>
City: <u>MARQUETTE</u>	Address: <u>1150 JULIET RD</u>
State, Zip: <u>MI 49855</u>	City, State, Zip: <u>MQT, MI 49855</u>
Phone #: [REDACTED]	Phone #: [REDACTED]
Email: [REDACTED]	Email: _____

PROJECT DESCRIPTION

Briefly describe the reason or necessity for the requested license/easement for use of the City property:

WHEN WE PURCHASED HOME THERE WAS A RETAINING WALL IN
EXACT LOCATION BUT IT WAS POORLY CONSTRUCTED AND IT FELL
OVER. THIS IS A REPLACEMENT OVER THE SAME FOOTPRINT BUT
THIS ONE WILL END A COUPLE FEET BEFORE THE ROAD.
THE OLD ONE ENDED AT THE ROAD.

LEGAL or GRAPHIC LOCATION DESCRIPTION

A graphic image of the approximate requested license area and/or a surveyed legal description from survey documents is required. Please submit an attachment that clearly shows where the Licensed item is intended to be located, in addition to a legal description if that is available. City staff can provide an aerial photo of the subject property/area to assist with creating a graphic location description/exhibit for the application. Please state what is being submitted:

SEE ATTACHMENTS. COMMENTS ON BACK OF IMAGES.

ATTACHMENTS

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo/map of the area. Please list attachments, aside from the legal/graphic description:

SEE ATTACHMENTS. COMMENTS ON BACK OF IMAGES.

SIGNATURE

of Property Owner or corporation/organization President, CEO, CFO, other officer

I, the undersigned Property Owner or Corporation/organization President or CEO, understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: _____

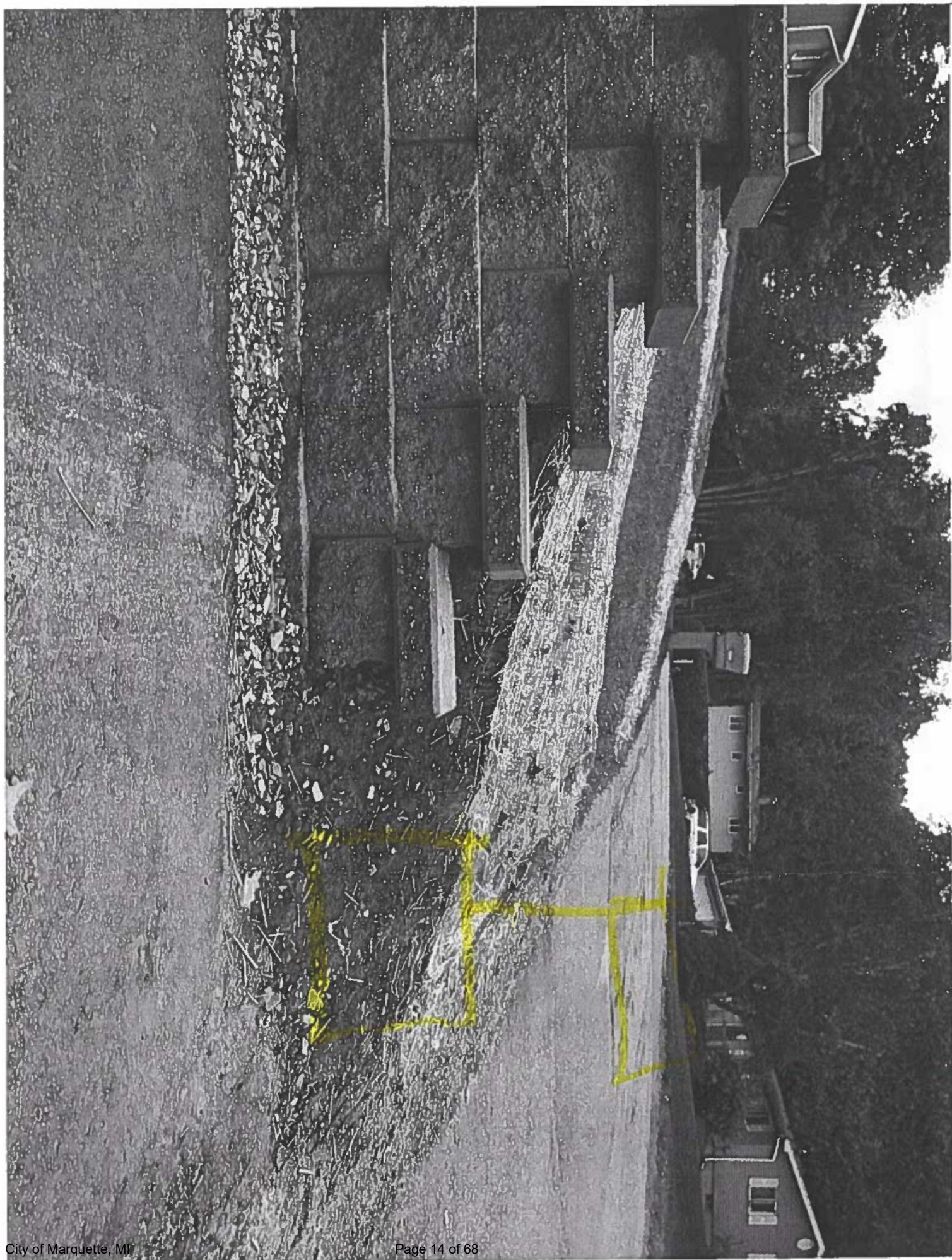
Date: _____

Printed Name: _____

TIM GARROW



#2



STAFF REVIEW

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

Please fill out the form within 48 hours of receiving it.

<u>Reviewing Department</u>	<u>Recommend Approval</u>	<u>Comments</u>
Planning & Zoning-Community Development		This is a new retaining wall, replacing one that came out further into the ROW.
Date Received: 11-11-25	Yes	The application was submitted after the wall was reconstructed.
Treasurer		Applicant is in good standing with the City.
Date Received: 11-14-25	Yes	
Police		No comment
Date Received: 11-14-25	Yes	
Engineering- Community Development		No comment
Date Received: 11-14-25	Yes	
DPW		Include contract language that the homeowner is responsible for the wall, not only maintaining the wall but disassembly/reassembly as needed during any road/utility reconstruction.
Date Received: 11-14-25	Yes	
Fire		No Comment
Date Received: 11-14-25	Yes	
Community Services (Parks & Rec.)		N/A
Date Received: -----	Yes	

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

Consent Agenda - Roll Call Vote

License to Use an undeveloped portion of Union Street

BACKGROUND:

Enterprise Properties of Marquette, LLC has submitted an application to continue the use of portions of the Union Street right-of-way directly south of Tourist Park and east of the dead end of Enterprise Street.

This property has been used, under contract with the City, for the purpose of storing machinery and materials by Closner Construction, Inc., since the mid-1970s. There has been an ownership change of the business, which is continuing the work the original business was engaged in.

Staff inspected the property in mid-November before making a determination on proceeding to License the property to the new owner, and requested specific terms to be included in the contract to address concerns regarding the continuing use of the property. The applicant has agreed to the terms and signed the license.

FISCAL EFFECT:

The application fee of \$475 has been paid.

RECOMMENDATION:

Approve the Grant of License, and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ GOL-Exhibit_Signed by Applicant_15-PRU-11-25
- ▣ Application-Exhibit_15-PRU-11-25

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City") and Enterprise Properties of Marquette, L.L.C., of 2050 Enterprise Street, Marquette, MI 49855, "Enterprise," enter into this agreement on _____, 2025, subject to the following conditions:

1. Background. The City owns the Union Street right-of-way, in the City of Marquette, and State of Michigan.
Enterprise desires to utilize a portion of the right-of-way for storage purposes ("Storage") as to the specification of and as identified in Exhibit A attached hereto.
2. Grant of the license. In consideration of \$475.00, the City grants to Enterprise the right to maintain Storage on the real estate and to the specifications set forth in Exhibit A.
3. Maintenance. Enterprise shall, at all times while this License is in effect, maintain the Storage area in good repair. Enterprise shall be responsible for all fees and expenses related to the maintenance of the Storage area and real estate described in Exhibit A, including all fees and expenses required to remediate any contamination of the site due to vehicle and equipment storage, and shall be responsible for all maintenance and repair of the fence Enterprise installed on the real estate.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Storage except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities or performs street work, Enterprise shall be responsible for any removal of, repair to or replacement of the Storage area in connection with such work. Enterprise shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's real estate.
5. Reimbursement for damages. Enterprise shall reimburse the City for any physical damages to the City's real estate caused by Enterprise's use on the real estate. Enterprise shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, environmental remediation, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Enterprise's use. Enterprise's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Enterprise reserves the right to control the defense and settlement of any claim for which Enterprise has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Enterprise shall remove all equipment, vehicles, personal property and fencing from the real estate, at its own expense. Enterprise shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to Enterprise, and terminate upon the transfer of ownership of Enterprise's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

By: Paul Schloegel
Its: Mayor

By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2025,
by Paul Schloegel, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal
corporation.

_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette

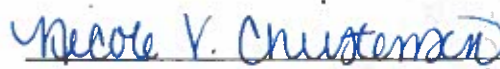
Enterprise Properties of Marquette, L.L.C.



By: Jeff Goodney
Its: Partner

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on December 9, 2025,
by Jeff Goodney, Partner of Enterprise Properties of Marquette, L.L.C.



Nicole V Christensen, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 12/22/2031
Acting in the County of Marquette



EXHIBIT A
15-PRU-11-25 - License for Property Use of the Union St. Right-of-Way
The Area of the License is shown as the land within the blue polygon below, and is directly adjacent to parcels # 0810020 and # 0810010, for the length of those parcels.

Mail to:
Municipal Service Center
Community Development Office
1100 Wright St.
Marquette, MI 49855

PRINT

**CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT
OF CITY-OWNED PROPERTY**



CITY STAFF USE

Date Submitted: _____ Parcel ID#: _____ File #: _____
Property Address/Location: _____
Adequate Graphic Image or Legal Description Submitted: Y / N
Receipt #: _____ Check #: _____ Received by and date: _____

FEE \$475 (We can only accept Cash or Check (written to the City of Marquette))

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION
REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!**
If you have any questions, please call 228-0425 or e-mail dstensaas@marquettemi.gov.

ADDRESS INFORMATION

Please state the relevant street address of the property/location nearest, or associated, with the requested license/easement:
2050 Enterprise Street, Marquette, MI 49855

APPLICANT/REP CONTACT INFORMATION and LEGAL NAME OF PROPERTY OWNER

*** PROPERTY OWNER – PLEASE USE EXACT LEGAL NAME STATED ON TAX FORMS**

APPLICANT or REPRESENTATIVE	* NAME(S) ON PROPERTY DEED
Name: <u>Enterprise Properties of Marquette, LLC</u>	Name(s): <u>Jeff Goodney</u>
Address: <u>2050 Enterprise Street</u>	Address: <u>2050 Enterprise Street</u>
City: <u>Marquette</u>	City, State, Zip: <u>Marquette, MI 49855</u>
State, Zip: <u>Michigan, 49855</u>	Phone #: <u>[REDACTED]</u>
Phone #: <u>[REDACTED]</u>	Email: <u>[REDACTED]</u>
Email: <u>[REDACTED]</u>	

PROJECT DESCRIPTION

Briefly describe the reason or necessity for the requested license/easement for use of the City property:
Union Street Right of Way

LEGAL or GRAPHIC LOCATION DESCRIPTION

A graphic image of the approximate requested license area and/or a surveyed legal description from survey documents is required. Please submit an attachment that clearly shows where the Licensed item is intended to be located, in addition to a legal description if that is available. City staff can provide an aerial photo of the subject property/area to assist with creating a graphic location description/exhibit for the application. Please state what is being submitted:

See attached

ATTACHMENTS

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo/map of the area. Please list attachments, aside from the legal/graphic description:

See attached

SIGNATURE

of Property Owner or corporation/organization President, CEO, CFO, other officer

I, the undersigned Property Owner or Corporation/organization President or CEO, understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: _____

Date: 11/20/2025

Printed Name: Jeff Goodney, President



2073
©
0510810

Legend

- | | | | | |
|-------------------------------------|----------------------|--------------------------|--|-------|
| Parcels PIN Label | Fire Hydrants | Storm Catch Basins | Sewer Manholes | NORTH |
| Building FootPrints | Water Shut Off | swCulverts_Inlets_Outlet | Sewer Lateral Lines | SOUTH |
| Streets | Water Valves & Gates | Storm Pipes | Sewer Pressurized Mains | WEST |
| Natural_Gas_GPMS_Pipe (General Ref) | Water Lateral Lines | Sewer_Lift_Stations | | Parks |
| Semco_Gas_Mains_2017 (General Ref) | Watermains | SewerCleanOuts | San Flow Direction
FLOW_DIR
EAST | |
| FiberLines | Water Structures | Sewer System Valves | | |
| | Storm Manholes | | | |

STAFF REVIEW**Please fill out the form within 48 hours of receiving it.**

<u>Reviewing Department</u>	<u>Recommend Approval</u>	<u>Comments</u>
Planning & Zoning-Community Development		with conditions that the applicant is responsible for cleanup of contamination due to their stored equipment, and that enclosure of area by fences is addressed in agreement
Date Received: 11-20-25	Yes	
Treasurer		Applicant is in good standing
Date Received: 11-21-25	Yes	
Police		No comment
Date Received: 11-21-25	Yes	
Engineering- Community Development		No concerns
Date Received: 11-21-25	Yes	
DPW		Inspected property with City Planner. No concerns not already stated above.
Date Received: 11-21-25	Yes	
Fire		No comment
Date Received: 11-21-25	Yes	
Parks and Recreation		N/A
Date Received: -----	N/A	

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

Consent Agenda - Roll Call Vote **Donation to City Police Department**

BACKGROUND:

Staff was recently notified that a local individual wished to offer a donation to the Marquette City Police Department. The donation of \$25,000 is being made as a grant via the Community Foundation of Marquette County, and is designated for the purchase of physical training equipment for the Police Department.

FISCAL EFFECT:

The expenditure associated with this item is not currently budgeted and will require a budget amendment. The cost will be fully offset by the grant revenue, resulting in no net fiscal impact to the City.

RECOMMENDATION:

Accept the \$25,000 donation, via the Community Foundation of Marquette County, to be used for the purchase of physical training equipment for the Marquette City Police Department.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

Consent Agenda - Roll Call Vote **Ordinance 26-1: Animals**

BACKGROUND:

City staff has recently started a comprehensive review of the Marquette City Code, with the goal of modernizing processes, eliminating redundancies, and removing provisions that are no longer supported by state law or best practice.

Each chapter is being audited for clarity, compliance, internal consistency, and alignment with day-to-day operations. Where substantive changes are warranted, staff will recommend ordinances for consideration.

The attached ordinance, detailing proposed changes to chapter 8 of the city code, is a product of this review.

The proposed ordinance is intended to provide clarity to the regulations on animals in the city by updating definitions and reorganizing the chapter.

In addition, it will clarify the processes of pet licensing and off-leash area passes to reflect state law and internal policies.

Finally, it will add regulations on the transportation of exotic animals within the city.

Per City Charter, an ordinance cannot be adopted at the meeting at which it is introduced. This ordinance will appear at a future meeting for final consideration.

FISCAL EFFECT:

None.

RECOMMENDATION:

Move Ordinance 26-1 to the next regular meeting agenda for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▫ Ordinance 26-1

ORDINANCE #26-1

AN ORDINANCE TO AMEND CITY CODE CHAPTER 8

INTENT

The purpose of this ordinance is to repeal and readopt chapter 8 of this code to clarify definitions, reflect the current processes regarding off leash area passes and dog licenses, and add regulations on the transportation of exotic animals.

The City of Marquette Ordains:

SECTION 1. That Sections 8-1 through 8-16 be hereby repealed.

SECTION 2. That new Sections 8-1 through 8-19 be hereby adopted to read as follows:

Article I. - In General

Sec. 8-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any live creature, both domestic and wild, except humans. The term "animal" includes fowl, fish and reptiles.

Animal, domestic means any animal primarily kept for a person's company, companionship, performance, attractive appearances, loyalty, for human therapy, playful personalities, or is a service animal pursuant to MCL 287.291. Domestic animals include dogs, cats, or animals primarily kept or housed inside dwellings as household pets.

Animal, exotic means any animal that would require a standard of care and control greater than that required for domestic animals commonly sold by commercial pet shops.

Animal, livestock means those species of animals used for human food or for fiber or those species of animals used for service to humans. Livestock includes, but is not limited to, poultry, rabbits, and honeybees. Livestock does not include dogs or cats.

Animal, wild means all animal species that live freely in the natural environment.

Animal nuisance means any nuisance arising out of the keeping, maintaining or owning of, or failure to exercise sufficient control of, an animal.

Animal shelter means any facility operated by the city or the county humane society for the temporary care, confinement and detention of animals and for the humane killing and other disposition of animals. The term "animal shelter" shall also include any private facility approved by the chief of police to impound, confine, detain, care for or dispatch any animal.

At large means that an animal is off the premises of the owner, and not on a leash which is under the immediate control of a person physically capable of restraining the animal.

Disposition means adoption, quarantine, voluntary or involuntary custodianship or placement, or euthanasia humanely administered to an animal. The term "disposition" includes placement or sale of an animal to the general public, or removal of an animal from any pet shop to any other location.

Impoundment means taking into custody of an animal by any police officer or other authorized representative.

Nuisance animal means any animal that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to the enjoyment of life or property. The term "nuisance animal" shall include, but not be limited to:

- (a) Any animal that is repeatedly found running at large;
- (b) Any animal that damages, soils, defiles or defecates on any property other than that of its owner;
- (c) Any animal that makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is or harbored;
- (d) Any animal in season that is not confined so as to prevent attraction or contact with other animals;
- (e) Any animal, whether or not on the property of its owner, that without provocation, molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right-of-way;
- (f) Any animal that is offensive or dangerous to the public health, safety or welfare by virtue of having attacked, bitten, or physically injured human beings or other animals, without provocation either because of temperament or training.

Owner means any person having temporary or permanent custody of, sheltering or having charge of, or harboring, exercising control over, or having property rights to any

animal covered by this chapter. An animal shall be deemed to be harbored if it is fed or sheltered for three or more consecutive days.

Sec. 8-2. - Penalties.

Any person who violates this chapter shall be guilty of a municipal civil infraction.

Sec. 8-3. - Enforcement.

The city police officers, or others specifically designated by the chief of police, shall be enforcement officials for this chapter.

Article II. - Keeping of animals

Sec. 8-4. - Type of animals.

It shall be unlawful for any person to keep animals within the city, except for domestic pets or livestock as permitted under the provisions of Chapter 54 of this code.

Sec. 8-5. - Number of animals.

It shall be unlawful to keep within, or on the property of, a single-family detached dwelling unit more than four dogs and/or cats, or within, or on the property of, an attached dwelling unit or apartment two dogs and/or cats, except that a litter of pups or kittens may be kept for a period of time not to exceed six months from birth. This section shall not apply to any establishment in a properly zoned area where animals are kept for purposes of boarding or treatment.

Sec. 8-6. - Feeding of animals.

Except as provided in Chapter 54 of this Code, no person shall intentionally feed, cause to be fed, provide, or make available any food or other substance intended for consumption to any animal within the city, whether on public or private property. This prohibition does not apply to the feeding of domestic animals or to the use of designated bird food commonly sold by commercial retailers, provided such bird food is placed in an elevated bird feeder.

Sec. 8-7. - Sanitation.

(a) No owner or custodian of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area or private property other than that of the owner, unless such owner or custodian shall immediately remove and dispose of all feces deposited by such animal in any manner permitted by law.

(b) No person owning, harboring or keeping an animal within the city shall permit any waste matter from the animal to collect and remain on the property of the owner or custodian, or on the property of others so as to cause or create an unhealthy, unsanitary, dangerous or offensive living condition on the owner's or custodian's property, or to abutting property owners.

Sec. 8-8. - Restraint and confinement.

(a) Except as otherwise provided in Article IV of this chapter, it shall be unlawful for the owner of any animal to fail to keep such animal under restraint or to permit such animal to run at large.

(b) Except as otherwise provided in Article IV of this chapter, any animal not on the premises of its owner shall be properly restrained by a leash or chain of sufficient tensile strength to restrain the particular animal, or carried in an appropriate container designed for transporting animals of the size and type being transported.

(c) Every female dog or cat in season shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

Article III. - Licensing**Sec. 8-9. - License Required.**

No person shall own, keep, or harbor any dog or cat over the age of six months within the city unless such dog or cat is licensed as provided for in this chapter

Sec. 8-10. - Application.

Application for such license shall be made by the owner to the city clerk or other licensing authority within the month that a dog or cat is vaccinated against rabies or within the month the dog or cat is acquired with an active rabies vaccination.

(a) Proof of Rabies Vaccination Required: All owners applying for a license must show to the satisfaction of the licensing authority that the animal for which a license is being obtained has a valid rabies inoculation.

(b) Proof of Sterilization: Any owner claiming that his dog or cat has been spayed or neutered must show to the satisfaction of the licensing authority that such operation has been performed.

(c) Payment of Fees: A license fee shall be paid at the time of application submission. The license fee for both dogs and cats shall be as currently established or as hereafter adopted by resolution of the city commission.

Sec. 8-11. - License Tags; Identification.

Upon payment and acceptance of the license fee, the licensing authority shall issue a durable license tag and an identification number for the animal for which a license has been obtained. Every dog or cat for which the owner is required to obtain a license must wear a valid license tag at all times when the animal is off the premises of its owner.

Article IV. - Off Leash Area**Sec 8-12. - In General.**

Any dog, except those described in subsection (c) of section 8.7 of this chapter, bearing a current license and for which there is a current off-leash area (OLA) permit may be permitted to run at large within the boundaries of such areas which may be designated by resolution of the city commission as off-leash areas.

Sec. 8-13. - Permitting.

- (a) Any person seeking an OLA permit shall make an application for such permit to the city clerk or other licensing authority and shall pay an OLA permit fee which shall be established by resolution of the city commission.
- (b) Upon payment of the fee and acceptance of the OLA application, the licensing authority shall issue a permit tag or badge, to be worn by the owner thereof while within an OLA and displayed to an enforcement officer upon request.
- (c) Such OLA permits shall be valid for the operating season of the OLA which shall be established by resolution of the city commission.
- (d) Any OLA permit issued for any dog shall be revoked if that dog, or the owner thereof, is found to be in violation of any of the provisions of this chapter while in an OLA on two or more occasions during any calendar year.
- (e) An owner of a dog for which an OLA permit has been revoked pursuant to subsection (d) of this section may be granted a new OLA permit for any subsequent calendar year unless such revocation was based upon the failure of such dog to be under reasonable voice control of its owner, in which case a new permit may only be issued upon presentation of documentary proof that said dog has successfully completed an obedience training course subsequent to such violation.

Sec. 8-14. - Rules and Regulations.

- (a) The behavior of dogs permitted to run at large in an OLA, and the behavior of the owners thereof, shall conform to all other applicable provisions of this chapter, and to such rules and regulations as may be established by the city commission.
- (b) Such dogs shall at all times while in an OLA be under reasonable voice control of their owners.
- (c) The owners of such dogs shall at all times carry with them within the OLA a leash or chain of sufficient tensile strength to restrain such dogs if necessary.
- (d) No owner shall have more than three dogs within an OLA at any one time.

Article V. - Animals Prohibited**Sec. 8-15. - Locations.**

Domestic animals are prohibited at the following locations with the exception of service animals:

- (a) City's Presque Isle Park, unless confined to a motor vehicle
- (b) Public bathing beaches as defined in Chapter 52 of this code
- (c) Park Cemetery
- (d) Special events where signs are posted specifically prohibiting animals

Sec. 8-16. - Transportation.

It shall be unlawful to transport exotic animals for the purpose of entertainment or the benefit of a live audience except as part of an accredited zoological institution as defined in MCL 123.1163

Sec. 8-17. - Nuisances.

It shall be unlawful for any person to keep any animal on any property located within the city when the keeping of such animal constitutes a public nuisance or menace to public health or safety.

Article VI. - Impoundment

Sec. 8-18. - Cause.

Any city police officer may seize, impound and humanely confine to an animal shelter or appropriate facility any of the following animals:

- (a) Any domestic or livestock animal at large;
- (b) Any animal constituting a public nuisance or considered a danger to the public;
- (c) Any unattended animal that is ill, injured or otherwise in need of care;
- (d) Any animal that is reasonably believed to have been abused or neglected;
- (e) Any domestic or livestock animal that is considered unattended or abandoned, as in situations where the owner is deceased, has been arrested, or has been evicted from his regular place of residence.

Sec. 8-19. - Return of Animal to Owner

If the name of the owner or custodian of an animal found at large is known or can be obtained with reasonable dispatch, the officer shall return the animal to the residential address of the owner. If there is no one present, the officer shall leave written notice of whom the owner must contact to reclaim the animal. The officer shall then remove the animal to the nearest animal shelter or facility that will accept the animal

SECTION 3. That this ordinance shall take effect ten days after adoption but not before publication.

Paul Schloegel, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

Consent Agenda - Roll Call Vote

Peg Hirvonen Bandshell - Construction Contract Change Order

BACKGROUND:

At the April 14, 2025 meeting, the City Commission awarded the construction bid for the Peg Hirvonen Bandshell to Miron Construction Co., Inc., in the amount of \$2,084,175.

There have been four change orders to date resulting in an addition of \$16,804.94 to the contract.

Miron has requested a fifth and sixth change order totaling \$3,713.19 for a total contract amount of \$2,104,693.13. This change order was requested by City Band to move some main lights above center stage and provide full lighting functionality with a different controller.

City Band has committed to raising all of the funds for this project and has recommended the City approve this change order.

FISCAL EFFECT:

Marquette City Band has committed to raising all additional funds resulting in no general fund contributions by the City.

RECOMMENDATION:

Approve Change Orders five and six, totaling \$3,713.19, and authorize the City Manager or her designee to sign them.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Change Order 5
- ▣ Change Order 6



Change Order Request

Date: 12/09/2025
To: Jon Swenson
City of Marquette
300 W Baraga Ave
Marquette, MI 49855

Re: Peg Hirvonen Bandshell
Marquette, MI 49855
Project: 250490

E-MAILED
12/10/2025

Reference Document: PCI0011

Change Description: (4) lighting fixture changes requiring blocking, wiring, and movement of fixtures.

Contractor	Description	Amount
JP Electric Professionals Inc	ELECTRICAL	\$1,200.00
Miron Construction Co., Inc.	GENERAL TRADES	\$1,392.67
* SUB-TOTAL *		<u>2,592.67</u>
Management Fee - Subcontractor - 5%		\$60.00
* SUB-TOTAL *		<u>2,652.67</u>
Bond - 1%		\$26.53
** TOTAL **		<u>2,679.20</u>

Impacted Calendar Days: 2

All terms of our agreement apply and preclude Miron Construction Co., Inc. from performing any extra work without approval. Please provide your approval by signing this request.

Trevor Richards

Trevor Richards
Miron Construction Co., Inc.

12/10/2025

Date:

Owner Representative
City of Marquette

Date:

This quote expires on: 12/30/2025

From: John Prince <jpe486@sbcglobal.net>
Sent: Friday, December 5, 2025 1:13 PM
To: Trevor Richards <Trevor.Richards@miron-construction.com>
Subject: [E] Re: Stage Lighting_Adjustment_12.04.2025.pdf

CAUTION: External Email

Trevor: Please use \$1,200.00 to remove and relocate the 4 noted recess stage light fixtures.

Please feel free to contact me with any questions.

Thanks,
John

John Prince
J.P. Electric Professionals Inc
3023 Island Beach Rd
Marquette, MI 49855

Office: 906-228-9478
Warehouse: 906-228-2226
Cell: 906-361-2569



Miron Self-Perform General Trades Quote Detail

Date: 12/09/2025

To: Miron Construction Co., Inc.
PO Box 509
Neenah, WI 54956

Re: Peg Hirvonen Bandshell - General Trades
Marquette, MI 49855
Project: 250496

Reference Document: PCI0014

Change Description: (4) lighting fixture changes requiring blocking, wiring, and movement of fixtures.

Contractor	Description	Amount
Miron Construction Co., Inc	MATERIAL	159.00
Miron Construction Co., Inc	EQUIPMENT	252.50
Miron Construction Co., Inc	LABOR	799.52
* SUB-TOTAL *		1,211.02
Management Fee - Self Perform - 15%		181.65
** TOTAL **		1,392.67

Impacted Calendar Days: 2

All terms of our agreement apply and preclude Miron Construction Co., Inc. from performing any extra work without approval. Please provide your approval by signing this request.

Trevor Richards
Miron Construction Co., Inc.

Date:



Change Order Request

Date: 12/10/2025
To: Jon Swenson
City of Marquette
300 W Baraga Ave
Marquette, MI 49855

Re: Peg Hirvonen Bandshell
Marquette, MI 49855
Project: 250490

E-MAILED
12/11/2025

Reference Document: PCI0012

Change Description: To control the band shell light fixture groups as directed by architect, a lighting contractor will be required.

Contractor	Description	Amount
JP Electric Professionals Inc	ELECTRICAL	\$975.00
* SUB-TOTAL *		975.00
Management Fee - Subcontractor - 5%		\$48.75
* SUB-TOTAL *		1,023.75
Bond - 1%		\$10.24
** TOTAL **		1,033.99

Impacted Calendar Days: 1

All terms of our agreement apply and preclude Miron Construction Co., Inc. from performing any extra work without approval. Please provide your approval by signing this request.

Trevor Richards

12/11/2025

Trevor Richards
Miron Construction Co., Inc.

Date:

Owner Representative
City of Marquette

Date:

This quote expires on: 12/31/2025

Trevor Richards

From: John Prince <jpe486@sbcglobal.net>
Sent: Wednesday, December 10, 2025 8:20 AM
To: Trevor Richards
Subject: [E] Fw: PEG HIRVONEN BAND SHELL: Lighting Control

CAUTION: External Email

Trevor: Please use the quoted \$975.00 for lighting control contactor.

Thanks,
John

John Prince
J.P. Electric Professionals Inc
3023 Island Beach Rd
Marquette, MI 49855

Office: 906-228-9478
Warehouse: 906-228-2226
Cell: 906-361-2569

----- Forwarded Message -----

From: John Prince <jpe486@sbcglobal.net>
To: Trevor Richards <trevor.richards@miron-construction.com>
Sent: Wednesday, November 26, 2025 at 11:18:56 AM EST
Subject: PEG HIRVONEN BAND SHELL: Lighting Control

Trevor: As we have discussed, in order to control the band shell light fixture groups as directed by architect, we will need to install a lighting contactor that will interface with the lighting controller.

The cost to add lighting contactor with associated circuitry is \$975.00.

Please feel free to contact me should you have any questions.

Thanks, John
-----John PrinceJ.P. Electric Professionals Inc3023 Island Beach RdMarquette, MI 49855
Office: 906-228-9478Warehouse: 906-228-2226Cell: 906-361-2569

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

Consent Agenda - Roll Call Vote **Portable Radio Purchase**

BACKGROUND:

The Marquette Police Department's current 800 MHz portable radios are more than 20 years old, discontinued, and increasingly difficult to repair. They lack modern features and do not meet the FBI's encryption mandate, which will become effective October 1, 2026.

Due to the immense financial burden this mandate puts on agencies, the FBI has advised that if agencies are not able to make a full transition in the short-term, it will consider them in compliance if they have a replacement plan in place. MPD has implemented a phased replacement plan and has replaced 13 of 37 radios over the past five years. The new radios offer encryption and Wi-Fi capability for improved communication reliability.

The plan for FY 2026 is to purchase 4 more portable radios and associated accessories. The following quotes were obtained:

Tele-Rad	\$33,100.97
Motorola Solutions	\$33,702.93
Elcom	\$33,772.18

FISCAL EFFECT:

Funding for this purchase has been allocated in the approved Fiscal Year 2026 budget. No additional appropriation is required.

RECOMMENDATION:

Authorize the purchase of 4 Motorola APX N70 portable radios and associated accessories in an amount not to exceed \$33,100.97 from Tele-Rad.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

Consent Agenda - Roll Call Vote

Resolution for the decertification of a portion of Garfield Avenue - Roll Call Vote

BACKGROUND:

A portion of the Garfield Avenue right-of-way between Sherman Street and Cleveland Avenue was previously vacated, however the street has not been decertified and removed from the City of Marquette's Public Act 51 established street network. In order to decertify/vacate the street, the City Commission needs to approve the attached resolution. This decertification is required by the State of Michigan since the right-of-way has been vacated.

FISCAL EFFECT:

The City of Marquette will receive \$202.33 less in PA 51 local street funds annually starting in 2026.

RECOMMENDATION:

Approve the Act 51 resolution for local street decertification/vacation, and authorize the Mayor and Clerk to sign the document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ ACT 51 Legal Description and Sketch
- ▣ ACT 51 Resolution

**PORTION OF GARFIELD AVENUE
FOR ACT 51 DECERTIFICATION
CENTERLINE DESCRIPTION**

Part of Asire's Addition to the City of Marquette, Marquette County, Michigan, being more particularly described as:

Beginning at the intersecting centerlines of Cleveland Street and Garfield Avenue in said Asire's Addition; thence S00°56'29"W along the decertified centerline of Garfield Avenue 208.86 feet to the Terminus of said decertified Garfield Avenue centerline.

Said decertified centerline of Garfield Avenue is 208.86 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

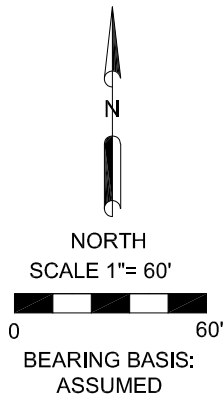
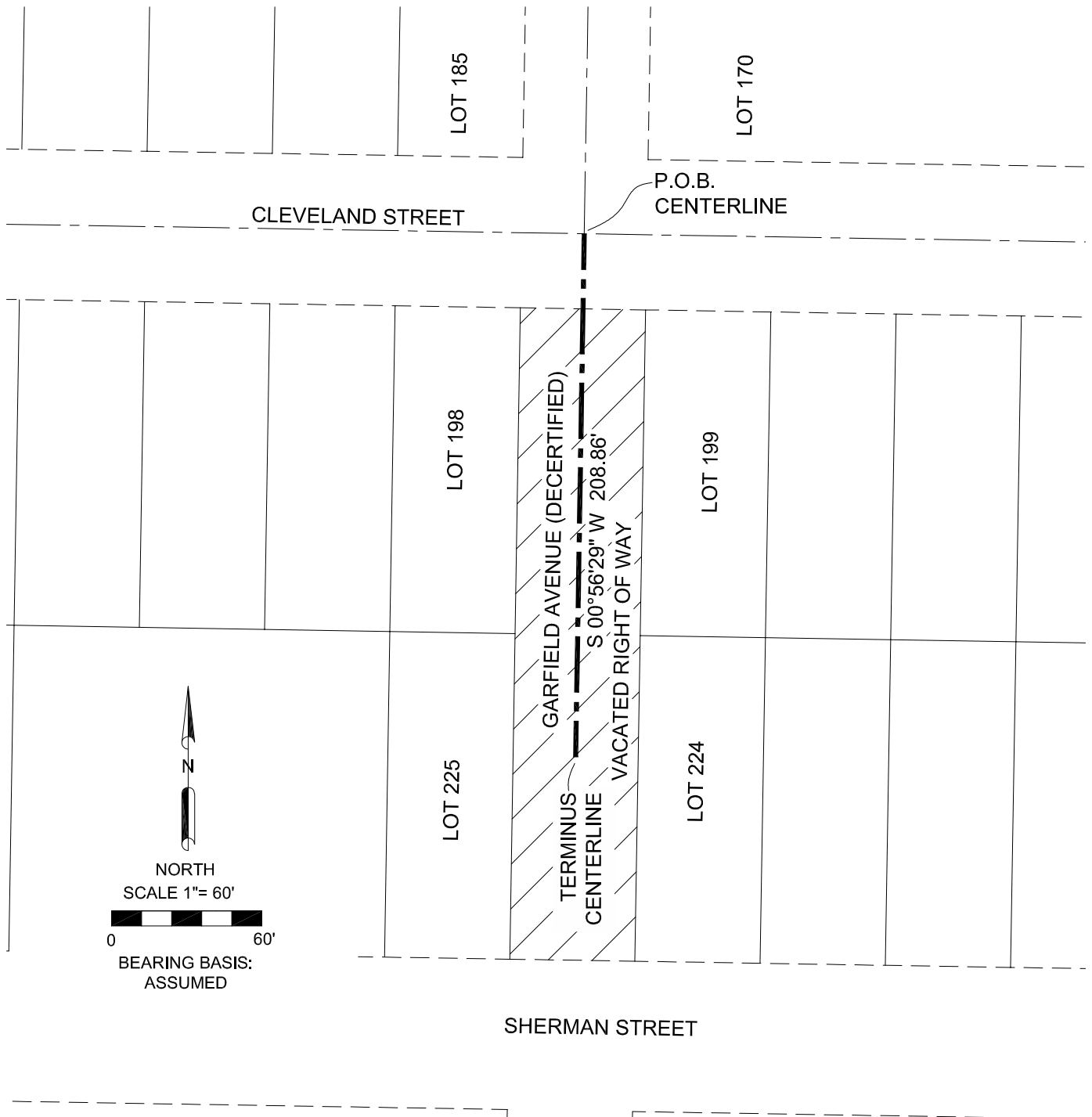
Date: December 4, 2025

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ25-902

J:\Projects\MQXX-900s Boundary and Easement Surveys\MQ25-902 Garfield Avenue - PA 51 Decertification\Field Construction Related\All Survey\Legal Descriptions\MQ25-902 Garfield Avenue - PA 51 Decertification Legal Description (251204).doc

PORTION OF GARFIELD AVENUE DECERTIFIED FROM ACT 51, PA OF 1951 LOCAL STREET SYSTEM ASIRE'S ADDITION TO THE CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JN.: MQ25-902
DECEMBER 4, 2025
PAGE 2 OF 2

NOTES:

1. GARFIELD AVENUE CENTERLINE DECERTIFIED FROM P.O.B. TO TERMINUS IS 208.86 FEET IN LENGTH.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. THE ABOVE SHOWN CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

RESOLUTION FOR STREET DECERTIFICATION/ VACATION

NOW THEREFORE IT IS RESOLVED:

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on _____, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette does wish to decertify/vacate a portion of Powder Mill Road. This decertification/vacation is for a portion of the end of Powder Mill Road located off of Sugarloaf Avenue for a total decertification/vacation length of 403.97 feet.

That the center line of said street to be decertified/vacated is described as:

Part of the Southeast Quarter (SE1/4) of Section Ten (10), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 10 and Eleven (11); thence S00°32'54"W along the section line 771.22 feet; thence N89°27'06"W perpendicular to said section line 1072.42 feet to the Point of Beginning of the decertified Powder Mill Road centerline;

Thence N47°33'23"W along said decertified centerline 43.17 feet; thence northwesterly along said decertified centerline and a curve to the right 221.07 feet, said curve having a radius of 1200.00 feet and a delta of 10°33'20", the chord of which bears N42°16'43"W a distance of 220.76 feet; thence northwesterly along said decertified centerline and a curve to the right 108.15 feet, said curve having a radius of 230.00 feet and a delta of 26°56'26", the chord of which bears N23°31'50"W a distance of 107.15 feet; thence N10°03'37"W along said decertified centerline 31.58 feet to the Terminus of said decertified Powder Mill Road centerline.

Said decertified centerline of Powder Mill Road is 403.97 feet in length.

Resolution duly adopted by roll call vote.

Date: _____

Paul Schloegel, Mayor
City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk
City of Marquette

Prepared by:
Suzanne C. Larsen (P57107)
City of Marquette
300 W. Baraga Ave.
Marquette, Michigan 49855

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

Consent Agenda - Roll Call Vote

Resolution for the decertification of a portion of Powder Mill Road - Roll Call Vote

BACKGROUND:

A recent project at Tourist Park included the removal of a section of Powder Mill Road to accommodate park reconfigurations. This portion of roadway requires decertification/vacation from the City of Marquette Public Act 51 established road network. In order to decertify/vacate the street, the City Commission will need to approve the attached resolution. This decertification is required by the State of Michigan since the road no longer exists.

FISCAL EFFECT:

The City of Marquette will receive \$391.35 less in PA 51 local street funds annually starting in 2026.

RECOMMENDATION:

Approve the Act 51 resolution for local street decertification/vacation, and authorize the Mayor and Clerk to sign the document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ ACT 51 Legal Description and Sketch
- ▣ ACT 51 Resolution

**PORTION OF POWDER MILL ROAD
FOR ACT 51 DECERTIFICATION
CENTERLINE DESCRIPTION**

Part of the Southeast Quarter (SE1/4) of Section Ten (10), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 10 and Eleven (11); thence S00°32'54"W along the section line 771.22 feet; thence N89°27'06"W perpendicular to said section line 1072.42 feet to the Point of Beginning of the decertified Powder Mill Road centerline;

Thence N47°33'23"W along said decertified centerline 43.17 feet; thence northwesterly along said decertified centerline and a curve to the right 221.07 feet, said curve having a radius of 1200.00 feet and a delta of 10°33'20", the chord of which bears N42°16'43"W a distance of 220.76 feet; thence northwesterly along said decertified centerline and a curve to the right 108.15 feet, said curve having a radius of 230.00 feet and a delta of 26°56'26", the chord of which bears N23°31'50"W a distance of 107.15 feet; thence N10°03'37"W along said decertified centerline 31.58 feet to the Terminus of said decertified Powder Mill Road centerline.

Said decertified centerline of Powder Mill Road is 403.97 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

Date: December 3, 2025

Prepared for: City of Marquette

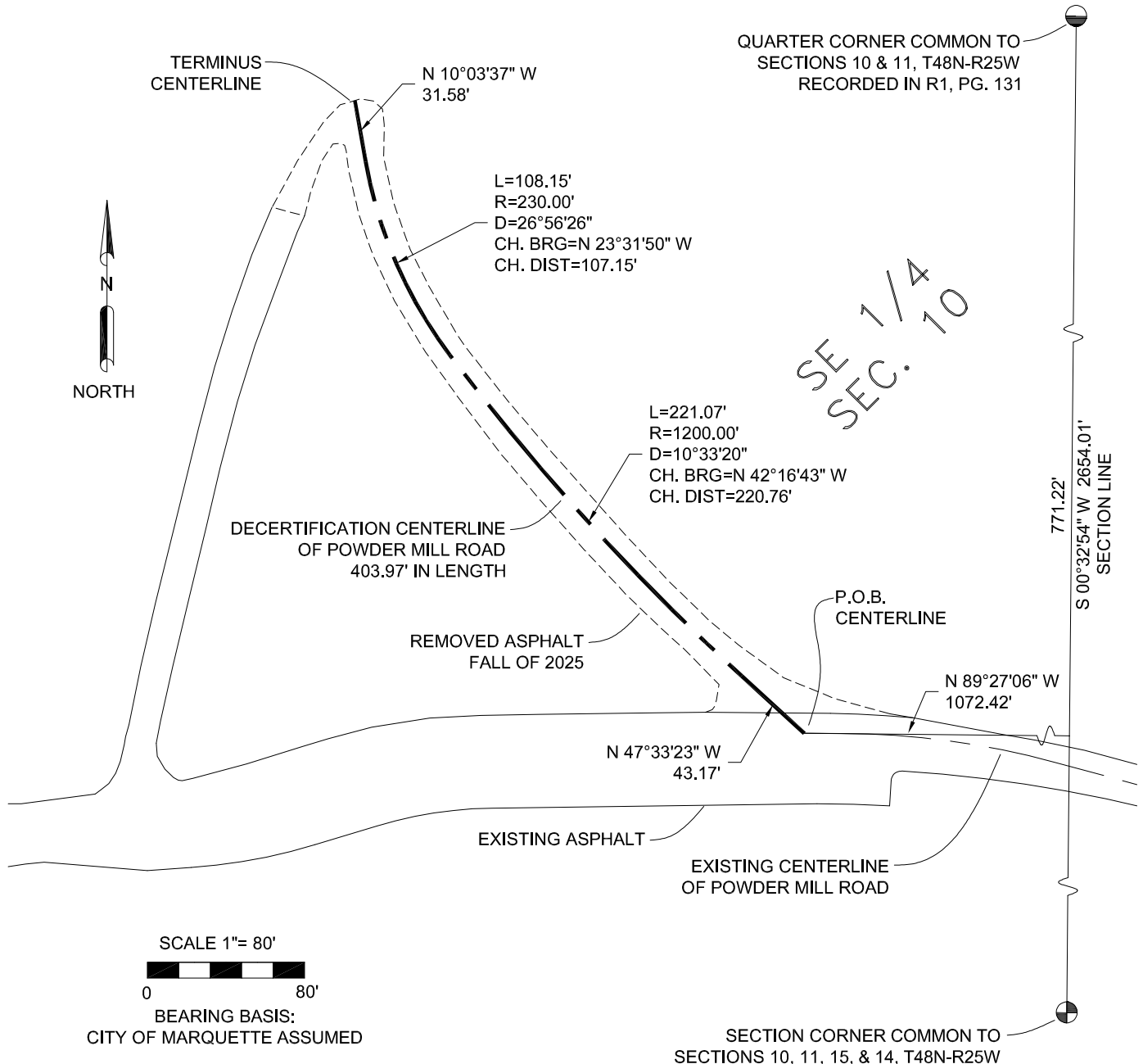
City of Marquette Engineering Department Job No: MQ50-276

\\Fs03\gis\Projects\MQ50-276 Tourist Park - Day Use Area\Field Construction Related\All Survey\Legal Descriptions\251203 Powder Mill Road PA Decertification\MQ50-276 Powder Mill Road PA Decertification Legal Description (251203).doc

PORTION OF POWDER MILL ROAD

DECERTIFIED FROM ACT 51, PA OF 1951 LOCAL STREET SYSTEM

CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JN.: MQ50-276
DECEMBER 3, 2025
PAGE 2 OF 2

NOTES:

1. POWDER MILL ROAD CENTERLINE DECERTIFIED FROM P.O.B. TO TERMINUS IS 403.97 FEET IN LENGTH.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. THE ABOVE SHOWN CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

RESOLUTION FOR STREET DECERTIFICATION/ VACATION

NOW THEREFORE IT IS RESOLVED:

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on _____, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette does wish to decertify/vacate a portion of Powder Mill Road. This decertification/vacation is for a portion of the end of Powder Mill Road located off of Sugarloaf Avenue for a total decertification/vacation length of 403.97 feet.

That the center line of said street to be decertified/vacated is described as:

Part of the Southeast Quarter (SE1/4) of Section Ten (10), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 10 and Eleven (11); thence S00°32'54"W along the section line 771.22 feet; thence N89°27'06"W perpendicular to said section line 1072.42 feet to the Point of Beginning of the decertified Powder Mill Road centerline;

Thence N47°33'23"W along said decertified centerline 43.17 feet; thence northwesterly along said decertified centerline and a curve to the right 221.07 feet, said curve having a radius of 1200.00 feet and a delta of 10°33'20", the chord of which bears N42°16'43"W a distance of 220.76 feet; thence northwesterly along said decertified centerline and a curve to the right 108.15 feet, said curve having a radius of 230.00 feet and a delta of 26°56'26", the chord of which bears N23°31'50"W a distance of 107.15 feet; thence N10°03'37"W along said decertified centerline 31.58 feet to the Terminus of said decertified Powder Mill Road centerline.

Said decertified centerline of Powder Mill Road is 403.97 feet in length.

Resolution duly adopted by roll call vote.

Date: _____

Paul Schloegel, Mayor
City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk
City of Marquette

Prepared by:
Suzanne C. Larsen (P57107)
City of Marquette
300 W. Baraga Ave.
Marquette, Michigan 49855

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

New Business

Noquemanon Ski Marathon Trail Access Permit

BACKGROUND:

The Noquemanon Trail Network Council (NTN) requested a permit to access City property for preparation and maintenance of a non-motorized recreational trail for the specific purpose of holding the Noquemanon Ski Marathon over a three-year period: January 23-25, 2026; January 22-24, 2027; and January 21-23, 2028. Staff worked with the City Attorney and NTN to develop the proposed permit.

FISCAL EFFECT:

The NTN will reimburse the City for any damages to City property caused by the NTN's entry on the property for the purposes of the permit.

RECOMMENDATION:

Approve the request from the Noquemanon Trail Network Council, and authorize the Mayor and Clerk to sign the permit.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Permit, Exhibit A, and Insurance

PERMIT

The City of Marquette (City), a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, and the Noquemanon Trails Network Council (NTN), a Michigan non-profit organization, of P.O. Box 864, Marquette, MI 49855, enter into this agreement on January _____, 2026, subject to the following conditions:

Background. The City grants permission to the NTN to access its properties, as shown on the attached Exhibit A, to prepare and maintain a non-motorized recreational trail subject to the following terms and conditions as outlined in this permit.

1. Grant of Permit. Permission is granted by the City to access the property for trail preparation and maintenance of a non-motorized recreational trail ONLY for the specific purpose of holding the Noquemanon Ski Marathon. The City makes no warranty as to the condition of the property. The NTN specifically agrees to assume all risks associated with the trail preparation and maintenance of a non-motorized recreational trail. This trail is for non-motorized recreational use only, to include residents of the City and other members of the public. The NTN will use signage and other aids as appropriate to help prevent unauthorized use. The NTN may use motorized equipment to perform trail grooming and maintenance, as needed. Access is granted only to the City property noted on the attached map.

Permission is granted to develop trails up to sixteen feet (16') in width as shown on the attached map. Any materials removed for the preparation of the trail, including timber, are to be left adjacent to the trail for habitat restoration in accordance with local ordinances and as directed by the City and NTN at their cost. Any merchantable timber removed, as determined by a City representative, will remain the possession of the City. The NTN is to leave the condition of the properties in the same or better condition as it was before entering the property for trail preparation and maintenance of a non-motorized recreational trail. There will be no interference by the NTN and/or the NTN's contractors or agents with any City operations on its property. It is further agreed that access by the City to its land shall be maintained at all times. The NTN agrees that there shall be no impairment of natural or installed drainage facilities occasioned by the aforementioned use of City property. The NTN must repair drainage aids and bridges or restore areas to their historic condition.

The permission herein granted shall be for the period of January 23-25, 2026, January 22-24, 2027 and January 21-23, 2028. The City reserves the right to cancel and terminate this permit at any time. Upon written notice of such cancellation or termination, the NTN will immediately cease to use the property of the City.

2. Reimbursement of Damages. The NTN shall reimburse the City for any damages to the City's property caused by the NTN's entry on the property for the purpose of this license.
3. Liability. The NTN hereby releases, waives, discharges, and covenants not to sue the City, its departments, officers, employees, and agents from any and all liability to NTN, its officers, employees, and agents for all losses, injury, death or damage, and any claims or demands therefore, on account of injury to person or property, or resulting in death of

NTN's officers, employees, agents, guests, or participants whether caused by the City, its departments, officers, employees, or agents.

4. Indemnification. The NTN hereby covenants and agrees to indemnify and save harmless, the City, its departments, officers, employees, and agents from any and all claims and demands for all loss, injury, death or damage that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) this permit; (2) the activities authorized by this permit; and (3) the use or occupancy of the property which are the subject of this permit, as well as any other City property. This indemnification and save harmless agreement shall extend to all loss, injury, death or damage proximately caused or arising out of the negligence of the City, its departments, officers, employees, and agents.

The NTN shall provide the City with a certificate of insurance naming the City as an additional insured with insurance coverage as noted below, stating that coverage afforded on their policies will not be canceled, limited or allowed to expire until after thirty (30) days written notice has been given to the City. The NTN shall maintain this coverage at all times during the performance of this agreement.

- Comprehensive General Liability including contractual coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate bodily injury and \$1,000,000 aggregate property damage, or \$1,000,000 Combined Single Limit.
- If applicable, Workers Compensation coverage according to statute, including employers liability coverage with \$1,000,000 limit per accident.
- If applicable, Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles with limits of \$1,000,000 per person, \$1,000,000 per accident bodily injury and \$1,000,000 property damage, or \$1,000,000 Combined Single Limit.

Each sub-contractor, if any, shall be a named insured in the NTN's policies. The City shall be named an additional insured and loss payee on all NTN's insurance policies (except workmen's compensation insurance, in which the City will not be listed as additional insured or loss payees) and NTN's policies will be on an "occurrence" and not on a "claims made" basis. The NTN will file with the City, on or before the commencement of work and at least ten (10) days before the expiration date of expiring policies, such copies of either current policies or certificates or other proofs, as may reasonably be required to establish the NTN's insurance coverage in effect from time to time.

5. Compliance. The NTN shall, in the use and occupancy of City property, comply with all laws, ordinances, rules and regulations of the City and any other governmental bodies having jurisdiction over the operations of the NTN, or City business or occupation of City property.
6. Publicity. The NTN shall submit for review any publication referencing the City and the City's property as it pertains to the listed property. The NTN shall make all reasonable efforts to give favorable publicity to the City and its role in the listed trail as approved by the City.

7. Organized Events. The NTN will notify the City no less than sixty (60) days prior to the scheduled event date to confirm its route and schedule. These events are organized and administered by the NTN.

IN WITNESS WHEREOF, the parties to this Permit have signed the document as the day and year first written above.

CITY OF MARQUETTE

By: _____
Paul Schloegel, Mayor

By: _____
Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

Noquemanon Trails Network Council

By:  _____

Name: NICOLE DEWALD

Title: RACE COORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conservation United PO Box 759 Higley AZ 85236		CONTACT NAME: Shasha Nguyen PHONE (A/C, No, Ext): (855) 570-2797 E-MAIL ADDRESS: service@insuranceunited.com FAX (A/C, No): (602) 388-8110	
INSURED Noquemanon Trails Network Council PO Box 746 Marquette MI 49855-0746		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: The Pie Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058 21857	

COVERAGES

CERTIFICATE NUMBER: 2026 - 11/01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		PHPK2726622000	11/01/2025	11/01/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PHPK2726622000	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			PHUB924121000	11/01/2025	11/01/2026	EACH OCCURRENCE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCPI3184813000	11/01/2025	11/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Marquette is afforded additional insured status with respect to general liability when agreed by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Marquette 300 W. Baraga Marquette MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

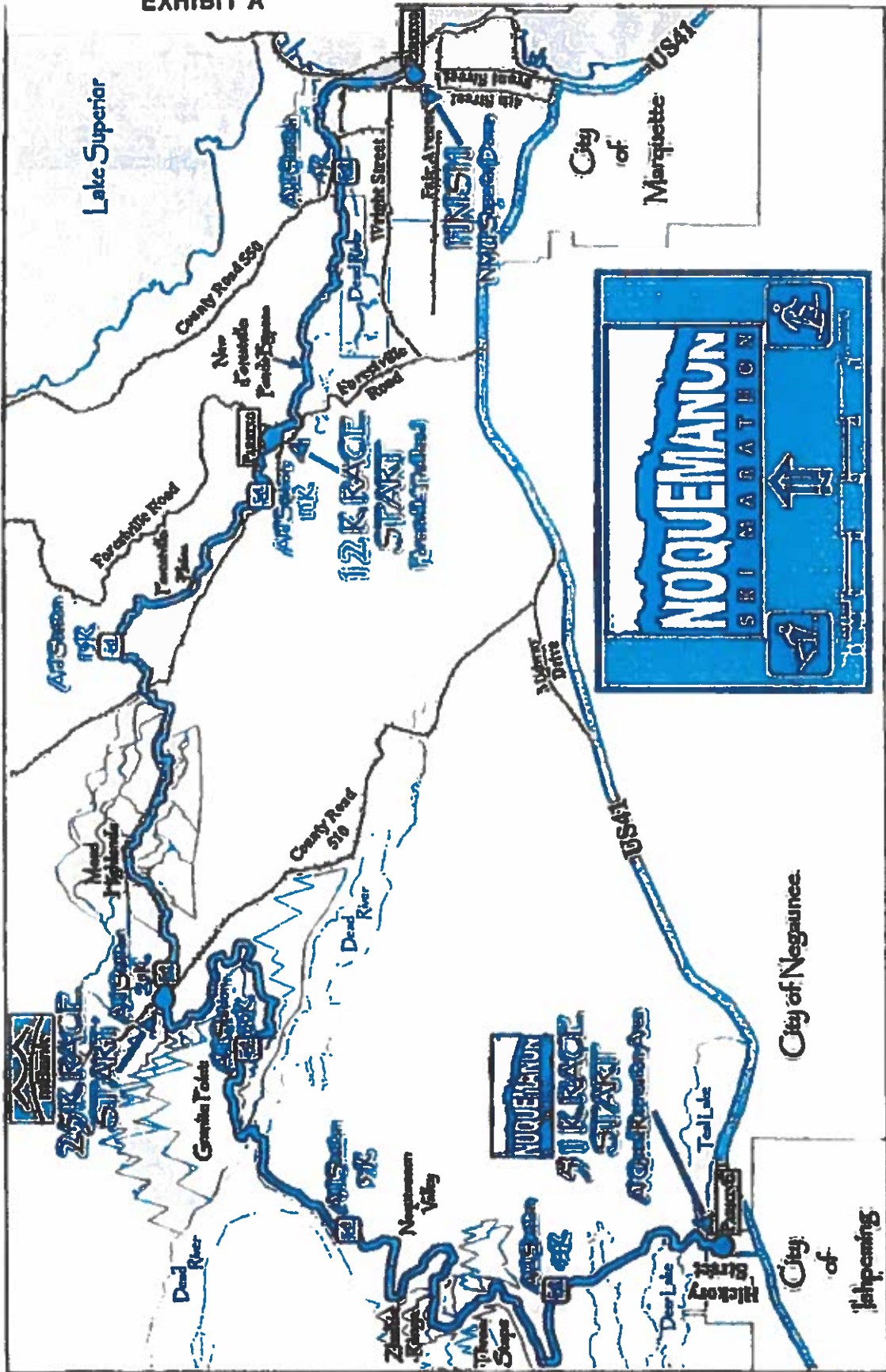
Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

EXHIBIT A



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/12/2026

New Business

Legislatively Directed Spending Items - 2025-2026 Request

BACKGROUND:

The City has been encouraged to submit potential projects or items through the State 2025-2026 Legislatively Directed Spending Items (LDSI) request process. The LDSI request, if approved, would provide for “earmarked” funding from the State budget for a project or activity in a local unit of government.

Two critical needs have been identified as suitable for LDSI requests and are listed below.

- Purchase of a 110' Pierce Aerial (Ladder) Platform Truck
 - Replace 1996 Pierce Dash Ladder Truck – Marquette City Fire Department
 - Cost: \$2,000,000
 - Estimated Leadtime: 4 years
- Purchase of two Peterbilt Model 548 AWD Chassis Plow Trucks
 - Replace two obsolete City plow trucks – Department of Public Works
 - Cost: \$600,000 total
 - Estimated Leadtime: 9 months

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Direct the City Manager to submit the requests identified for Legislatively Directed Spending Items 2025-2026 with the appropriate State Legislators.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available