

CIVIC AFFAIRS, CEMETERY, TRAFFIC & LIGHTS COMMITTEE MEETING AGENDA MONDAY, FEBRUARY 17, 2020

A meeting of the Civic Affairs, Cemetery, Traffic & Lights Committee will be held <u>Monday, February 17, 2020 at 5:00 pm in the Common Council Chambers</u>, at Marinette City Hall, 1905 Hall Avenue, Marinette, Wl. Note: A quorum of the Common Council may be present.

The following items will be on the agenda:

- 1. Call the meeting to order.
- 2. Roll Call.
- 3. Approve minutes of November 18, 2019 regular meeting (see attached).
- 4. Discussion and possible action for placement of bench at Forest Home Cemetery, requested by Jacky Kessel. (see attached)
- 5. Discussion and possible action regarding to purchase back graves in Forest Home Cemetery, Section E, Block 40, Lot 1, graves 1E, 3E & 5E. (see attached)
- 6. Discussion and possible action regarding renewal of Alarm Monitoring Agreement from LaForce, Inc., for Forest Home Mausoleum. (see attached)
- 7. Discussion to identify items for future agenda.
- 8. Adjourn.

Jason Flatt, Chairperson Civic Affairs, Cemetery, Traffic & Lights Committee

Cc: Mayor, Steve Genisot (w/encl); City Attorney, Jon Sbar (w/encl); Chief of Police, John Mabry (w/encl); City Clerk, Lana Bero (w/encl); Director of Public Works, Brian Miller (w/encl); Public Works Superintendent; Pat Carlson (w/encl); Common Council Members; Department Heads; EagleHerald (w/encl); Peshtigo Times (w/encl); Bay Cities Radio (w/encl); City Hall Bulletin Board.

Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk's Office at 1-715-732-5140 with as much advance notice prior to the meeting as possible.

MARINETTE CIVIC AFFAIRS, CEMETERY, TRAFFIC & LIGHTS COMMITTEE MEETING MINUTES FROM 11/18/19

- 1. Alderperson Jason Flatt, Committee Chairperson, <u>called</u> the Civic Affairs, Cemetery, Traffic and Lights Committee regular meeting <u>to order</u> at 05:02 PM in the Marinette Council Chambers, 1905 Hall Ave, Marinette WI.
- Upon a call of the roll, the following Committee members attendance was recorded as follows: MEMBERS PRESENT: Alderpersons Flatt, Noppenberg, Kowalski, Anderson & Hitt (@5:11PM). ABSENT: None
 - **OTHERS PRESENT**: Mayor Genisot, City Engineer & Public Works Director Miller, Alderperson Keller & Polzin, Police Chief Mabry & John Liesveld
- 3. Approving Civic Affairs, Cemetery, Traffic & Lights Committee prior month meeting minutes. Alderpersons Anderson moved/Noppenberg seconded and all concurred, to approve, as presented, the Civic Affairs, Cemetery, Traffic & Lights Committee regular meeting minutes from 10/21/19.
- 4. Discussion and possible action to add a stop sign at the intersection of Alimeda and Leonard Street and to remove a stop sign at the intersection of Alimeda and Cushman Street.
 - City Engineer/Public Works Director Miller handed out two correspondence regarding the addition and removal of Stop signs on Alimeda and Leonard Streets and Alimeda and Cushman Streets. After discussion the following motion was made.
 - Alderperson Flatt moved/ Kowalski seconded and all concurred to take no action on this agenda item.
- 5. Discussion and possible action on railroad crossings on State Street.
 City Engineer/ Public Works Director Brian Miller informed the committee he has made contact with the Railroad Company and they have committed to fixing their portion of the RR crossing and adjust the elevation about 6 inches in late May or early June of 2020. The City of Marinette has had preliminary discussions regarding reconstructing a portion of the road close to the Railroad tracks to help the situation.
- 6. Discussion and possible action regarding recommendation to approve Resolution No 17-2019 to approve the utilization of Paper Ballots at the Spring Primary election held on Tuesday February 18, 2020.
 Alderperson Kowalski moved/ Anderson seconded and all concurred to <u>recommend the Common Council approve</u> Resolution No 17-2019.
- 7. Items for Next agenda.
 - None requested
- 8. **Adjournment –** Alderpersons Noppenberg moved/Anderson seconded and all concurred to <u>adjourn</u> at 5:13PM.

 Lana Bero, City Clerk

(Next regular Civic Affairs, Cemetery, Traffic & Lights Committee meeting is Monday 12/16/19 @ 05:00 in the Common Council Chambers).

CC: Committee members, Common Council members, Mayor, City Attorney, Public Works Director, Public Works Superintendent, Police Chief & Clerks file

Civic Affairs, Cemetery, Traffic & Lights Committee Meeting Minutes Page 1 of 1

To: Civic affairs Cemetery, lights and traffic commettee:
Jam asking to potition the commeited for permission to place a ganite bench in place of a monument in Section 1. At forest Home Cemetery. We recently purchased four plate after suddenly losing my 22 year old son with there being many sublings, young neices and nephews that visit with my son that has passed a bench to my family would be more suitable as well
son often, would enjoy being able to set on a bench to "talk" to my son.
See attached paperwork 715-923-50/2
JAN 06 2019 CITY CLERK

MENOMINEE GRANITE COMPANY

2508 14th Avenue, P.O. Box 334 Menominee, MI 49858-0334

PEN	IDIN	IG	#

P-008702

Order# Date

CONTRACT

1/6/2020

906-863-5821

FAX 906-863-8580 mgcgranite.office@gmail.com

I (we) have this day contracted with the MENOMINEE GRANITE COMPANY, of Menominee, Michigan,

made of **CHINA GREY GRANITE**

Design No. TBD LAYOUT

PSB LETTERS

Deliver to FOREST HOME CEMETERY-MARINETTE, WI	Inscription is below. Pleas	se verify spelling and dates
about SPRING 2020 (THRU MAY 31) or as soon thereafter as convenient. CHINA GREY GRANITE	KES	SSEL
BENCH		
BASE: 1 @ BENCH SUPPORTS: 3-8X0-8X1-2;ALL		
POL., W/DOWEL HOLES	JACKY L.	KEVIN S.
GRASS: 1 @ BENCH SEAT: 4-0X1-2X0-4;ALL		
POLISHED WITH DOWEL HOLES		
COLORIZE LAYOUT FOR FAMILY	01 15, 1971	06 19, 1970
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\$2166.80	in the manner following, to w						
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1/2 down with purchase, and the balance is due on delivery, or you may pay in full with purchase with interest at 18% per annum on all unpaid installments, and I (we) agree that the title to said property and right of possession thereof shall be and remain in said MENOMINEE GRANITE COMPANY until the same be fully paid for

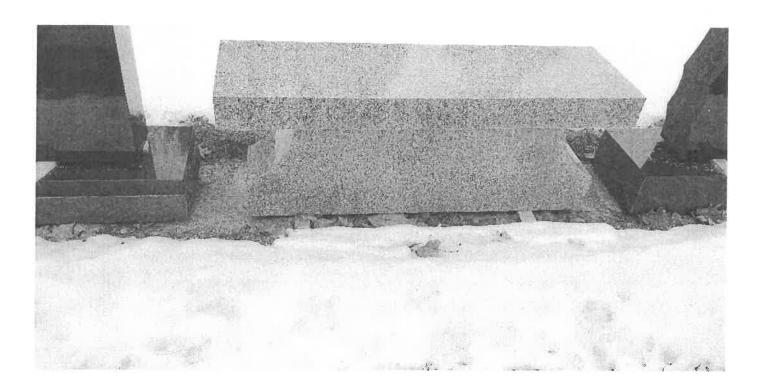
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RECEIPT DATE	CHECK #		AMOUNT		RECEIPT#
Monument, marker	\$1610.00		CHRISTINA MATTY		
Adjustment(s)		Purchaser J	IACKY KESSEL		
Sales Tax (MI)		Street 218	LAKE ST		
Foundation/Setting Fee	\$236.80	City/St/Zip	MARINETTE, WI 541	43	
Staking Fee		Home		Work	
Design		Fax		Cell	(715)923-5012
Labor	\$320.00	Email		_	
Extra Lettering					
Final Date PrePymt		Approved, M	ENOMINEE GRANITE CO	MPANY	, TODD SCHLOEGEL LLC
Total	\$2166.80	Signature:			

Print

From: Jacky Kessel (jackykessel@yahoo.com)

To: kaylyn.simmons@yahoo.com

Date: Monday, January 6, 2020, 11:14 AM CST



Sent from Yahoo Mail on Android

To Whom It May Concern:

I am writing regarding my three cemetery lots that I have at your cemetery. I would like to switch them from Forest Home to Woodlawn Cemetery. I want to switch because I was not told I could have a decent headstone. I am a Korean Veteran and I would like a regular stone that is an upright one. I would also like it to be on a hill where as at Forest, it wouldn't be. Thank you for your cooperation in this matter.

Sincerly, Alton Olsen Alton Olsen 1/8/20

715-735-3275

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No. 3682

Forest Home or Woodlawn Cemetery

Marinette, Wisconsin
Know All Men By These Presents, That
The City of Marinette in consideration of the sum of \$ 324.00.
Dollars paid by 1917012 19. That Kathleen, receipt of which is hereby
acknowledged, doth hereby covenant and agree for itself, its successors and assigns, that
it will henceforth perpetually care for and maintain in a neat and proper condition the
certain Burial Lot in Taxest Home Cemetery known at Lot
It Bring Anderstood that the proper care of said lots consists in raking off the
leaves, mowing the grass, keeping the grass cut around monuments and head stones,
sprinkling the lot when necessary, fertilizing with a suitable compost at least once in
five years, and keeping the lot looking neat.
In Witness Wherent the City of Marinette has caused this contract to be
signed by the Mayor and the City Clerk and countersigned by the Comptroller, and has
caused its corporate seal to be herewith affixed this. 5 day of Jan
COUNTERSIGNED SSSchielt MAYOR

CITY CLERK

COMPTROLLER

LAFORCE



02/06/2020

City of Marinette City Hall 1905 Hall Ave. Marinette, WI 54143

RE: LaForce Alarm Monitor Agreement

Dear Lana:

Thank you for choosing Electronic Security Systems powered by LaForce for your alarm monitoring services. As part of our annual review, we've updated our terms and conditions.

Enclosed please find our LaForce Alarm Monitor Agreement. Please sign and return the agreement to prevent any possible delay of continued services.

A scanned copy can be returned to email address <u>SecurityIntegration@laforceinc.com</u> or mail to PO Box 10068, Green Bay, WI 54307.

If you have questions, please don't hesitate to contact our Security Integration team. We can be reached toll free at 855-231-5511.

Again, thank you for choosing LaForce.

Mathem Means

Sincerely,

Nathan Means Project Manager

Enclosure

LAFORCE



Alarm Monitoring Agreement

Agreement is entered between LAFORCE, Inc. hereinafter referred to as "LAFORCE" and FOREST HOME MAUSOLEUM - 2420 MARY STREET MARINETTE, WI 54143 (Insert Name and Address), hereinafter referred to as "Subscriber," for LAFORCE to cause Subscribers alarm system to be monitored using Subscriber's communications channel service (telephone, radio, internet or other).

- 1. TERMS of PAYMENT: Subscriber agrees to pay to LAFORCE the sum of \$\frac{336.00}{2000}\$ per year plus tax, to be invoiced every year for an initial term of 1 year(s). The first payment shall be paid upon execution of this Agreement or as otherwise agreed upon. This Agreement shall automatically be renewed for like periods, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or renewal term thereof.
- SUBSCRIBER'S DUTIES / USE OF SYSTEM: The Subscriber shall carefully and properly test and set the alarm system
 immediately prior to the securing of all premises. Subscriber shall thoroughly test the system as to all its functions, to the extent
 possible, monthly during the term of this Agreement. Subscriber shall immediately report to LAFORCE any claimed malfunction of
 the alarm system or digital communicator.
 - A. Subscriber acknowledges that when a device or protection system is used, including, but not limited to, space protection devices, these devices are affected by turbulence of air or other environmental conditions. Subscriber shall turn off, or remove, as the case may be all things, animate or inanimate, including, but not limited to, all forced air heaters, air conditioners, horns, bells and any other source of turbulence or movement, which may interfere with the effectiveness of the system when activated and while in use.
 - B. Subscriber shall have the sole responsibility for silencing any audible devices. In the event LAFORCE is called upon by the Subscriber, governmental authority or others to silence Subscriber's audible device, unless the siren or warning signal cannot be deactivated due to a defect in the system not caused by the Subscriber, Subscriber agrees to pay for each all such service at LAFORCE's then prevailing rate with a minimum service charge.
 - C. Subscriber shall obtain, pay for, and keep in full force and effect all necessary licenses and permits for the installation and use of the alarm system during the original and any renewal term of this Agreement. Any fine or penalty assessed upon LAFORCE due to Subscriber noncompliance shall be paid for by the Subscriber.
- 3. MONITORING SERVICES: LAFORCE shall engage an Independent Monitoring Facility, hereinafter referred to as IMF, of its choosing.
 - A. SERVICES TO BE PROVIDED: IMF shall reasonably endeavor to provide the following services:
 - Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the police department and notify the Subscriber or designated representative by calling the telephone numbers supplied to IMF in writing by Subscriber. It is the sole responsibility of Subscriber to notify LAFORCE of any changes to be made to the designated notification list in writing.
 - 2) Upon receipt of a duress/panic signal, transmit the alarm to the police department.
 - 3) Upon receipt of a sprinkler alarm signal, water flow signal, manual, smoke or automatic fire alarm signal, transmit the alarm to the fire department and/or notify Subscriber or his designated representatives by calling the telephone numbers supplied to IMF; provided that the Subscriber's designation does not violate the rules or regulations from time to time established by the local government authority.
 - 4) Upon receipt of a monitoring signal, such as a temperature alarm or water detection device, notify Subscriber or his designated representatives by calling the telephone numbers supplied to IMF in writing by Subscriber.
 - Upon receipt of an emergency/medical alert signal, transmit the alarm to the persons and/or entities designated by Subscriber in the Subscriber information provided to IMF.
 - B. FALSE ALARMS: In the event of an excessive number of false alarms caused by the Subscriber's carelessness, malicious action, or accidental abuse of the system, LAFORCE may, in its sole discretion, deem same to be a material breach of this Agreement on the part of the Subscriber, and in addition to all of the remedies available to LAFORCE in the event of non-payment, upon two (2) days written notice to the Subscriber, LAFORCE shall no longer have the duty or obligation to provide monitoring services. However, LAFORCE shall have the right to accelerate all amounts due and recover as if there had been a monetary default hereunder.
- 4. MAINTENANCE. This agreement does not include maintenance. Any maintenance is additional and Subscriber agrees to pay LAFORCE for any said maintenance at standard service rates separate from this Agreement for both parts and labor.
- 5. TRANSMISSION LINES OR SIGNALS: Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premises to IMF's central station when a digital communicator is used. Subscriber acknowledges that if a digital communicator is used for the purposes of transmitting alarm signals from Subscriber's premises to IMF's central station, the signals from Subscriber's alarm system are

transmitted over Subscribers regular telephone service and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Subscriber's alarm system will not be received in IMF's central station during any such interruption in telephone service and the interruption will not be known to LAFORCE or IMF. Subscriber further acknowledges and agrees that signals are transmitted over telephone company lines which are wholly beyond the contract and jurisdiction of LAFORCE and IMF and are maintained and serviced by the applicable telephone company or utility. Upon written request of the Subscriber and at LAFORCE's sole option, LAFORCE may provide monitoring by way of a radio frequency system for transmitting alarm signals from the Subscriber's premises to the IMF central station. Such equipment shall be provided by the Subscriber at Subscriber's expense and it shall not be the obligation of LAFORCE to provide maintenance or repairs to same, nor shall LAFORCE be responsible in any manner, or for any reason, whatsoever for the failure of such equipment to perform as intended or anticipated. Subscriber acknowledges that the use of radio frequencies is controlled by the Federal Communications Commission and that changes in rules, regulations, and policies may necessitate discontinuing use of such transmission facilities by LAFORCE at LAFORCE's sole option. Subscriber further acknowledges that radio frequency transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions and events beyond the control of LAFORCE and IMF.

- 6. EMERGENCY DATA: It is understood and agreed that it is the obligation of the Subscriber to provide and maintain current a list of all personnel who may be contacted in an emergency (alarm) condition and hours of normal operation of the premises. Any and all changes to the above must be received in writing by the company before such changes are posted to LAFORCE records that apply.
- SELLER NOT AN INSURER AND LIQUIDATED DAMAGES: It is understood and agreed that LAFORCE is not an insurer, that insurance, if any, shall be obtained by Subscriber, that the payments provided for herein are based solely on the value of service as set forth herein and are unrelated to the value of the Subscriber's property, or the property of others located on the Subscriber's premises; that LAFORCE makes no guarantee or warranty, including any implied warrant of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Subscriber because of, among other things: a) the uncertain amount of value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or services is designed to detect or avert; b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; c) The inability to ascertain what portion, if any, of any loss would be proximately caused by LAFORCE's failure to perform or by failure of equipment to operate. Subscriber understands and agrees that if LAFORCE should be found liable for loss or damage due to a failure of LAFORCE to perform any of the obligations herein, including but not limited to monitoring or service or the failure of the system or equipment in any respect whatsoever, LAFORCE's liability shall be limited to the total amount actually paid by Subscriber to LAFORCE for services rendered by LAFORCE, if any, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of the obligations imposed by this contract, or from negligence, active or otherwise, of LAFORCE, its agents, assigns or employees.
- 8. THIRD PARTY INDEMIFICATION: Subscriber agrees to and shall indemnify, defend and hold harmless LAFORCE, its employees and agents from and against all claims, lawsuits and losses which claim and/or lawsuit is brought or loss sustained by parties or entities other than the parties to this Agreement (herein referred to as third parties). This provision shall apply to all claims, lawsuits or damages alleged to be caused by LAFORCE's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation or non-operation of the alarm system, whether those claims be based upon negligence, active or passive, warranty, or strict or product liability on the part of LAFORCE, its agents, servants or employees. This Agreement by Subscriber to indemnify LAFORCE against third party claims as hereinafter set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of LAFORCE is on Subscriber's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.
- 9. DELIQUENCY AND RECONNECT CHARGES: In the event any payment due hereunder is more than thirty (30) days delinquent, LAFORCE may impose and collect a late charge on the amount of the delinquency at the maximum rate permitted by state law, but not greater than eighteen percent (18%) per annum. If the alarm system is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to LAFORCE a reconnect charge to be fixed by LAFORCE in a reasonable amount.
- 10. **DEFAULT AND REMEDIES**: If Subscriber fails to make any payment, or pay any charge referred to in this Agreement within thirty (30) business days after the same is due and payable, or if Subscriber fails to fulfill any obligation, or breaches any other provision hereof and Subscriber fails to cure same, within ten (10) business days after LAFORCE shall have demanded in writing performance thereof, or if any proceeding, bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or its property, or if Subscriber makes any assignment to the benefit of its creditors, or if a meeting of creditors is called by Subscriber to discuss its financial obligations, or if judicial liens have been secured against the Subscriber and/or its property and not released within a period of fifteen (15) business days, or if LAFORCE shall reasonably believe that Subscriber's financial condition has materially changed so as to affect the Subscriber's ability to perform hereunder, same shall constitute a default hereunder and LAFORCE shall have the right but not be obligated, to exercise any one or more of the following remedies:

- A. To continue to provide monitoring services and accelerate payments due to LAFORCE for monitoring and declare the entire balance due under the Agreement to be immediately due and payable in full, and to take all actions and institute such suits as may be required to collect all amount dues hereunder, or
- B. Discontinue monitoring services provided for in this Agreement and accelerate the payments for the remainder of the term of this Agreement for monitoring, and the Subscriber shall be obligated to immediately pay eighty percent (80%) of the remaining payments due for monitoring services for the term of this Agreement and
- C. To take possession of any of the equipment of LAFORCE, wherever it may be located, without demand or notice, without any court order or other process of law, and without incurring any liability for any damages occasioned by such taking of possession, provided that possession may be obtained peacefully. In the event the Subscriber refuses to allow entry upon the premises to secure possession of the equipment, or otherwise refuses to turn over the equipment, LAFORCE shall be entitled to seek and obtain a decree or court order granting entry upon the premises for removal of equipment, or compelling same to be turned over to LAFORCE, or providing for mandatory injunctive relief.
- D. Subscriber shall pay LAFORCE all costs, expenses and reasonable attorney's fees incurred in the enforcement of any of its rights hereunder.
- 11. **ASSIGNMENT**: Subscriber shall not transfer or assign this Agreement to any other party. LAFORCE shall have the right to assign this Agreement to any other person, firm, or corporation and shall have the further right to subcontract any monitoring or other services to be performed by LAFORCE, under the terms of the Agreement.
- 12. **NOTICES**: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid, to LAFORCE at 1060 W Mason Street, Green Bay WI 54303 and to Subscriber at the address set forth in this Agreement, or to any other address provided by one to the other from time to time in writing.
- 13. **INVALID PROVISIONS**: In the event any of the terms or provision of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
- 14. INCREASE IN TAXES OR UTILITY CHARGES: All charges set forth herein are based upon existing Federal, State and local taxes and utility charges. LAFORCE shall have the right to increase at any time, the yearly charges provided herein, to reflect any additional taxes, fees or charges which may hereafter be imposed by any government or utility agency relating to the service provided under the terms of this Agreement and the Subscriber agrees to pay same.
- 15. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERNATION; WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. THIS AGREEMENT SUPERSEDES ALL PRIOR REPRESENTATIONS, UNDERSTANDINGS OR AGREEMENTS OF THESE PARTIES, AND THE PARTIES RELY ONLY UPON THE CONTENTS OF THIS AGREEMENT IN EXECUTING IT. This agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree that this Agreement shall be governed by the laws of the State of Wisconsin.

Other instructions:	
SIGNED:	
LAFORCE	SUBSCRIBER
By:	Ву:
Print Name: Nathan Means	Print Name:
Date: 02/06/2020	Date: