JUDICIARY, LICENSE AND CEMETERY COMMITTEE
MINUTES OF AUGUST 5, 2008

Meeting called to order by Chairperson Wagner at 5:00 p.m., in the Common Council Chambers, City Hall Plaza.
PRESENT: Alderpersons Ed Wagner, Donald Krueger and Alanna Feddick
ABSENT: None
ALSO PRESENT: Police Chief Stroik, Cemetery Sexton Baltus and City Clerk Hall.

JLC08-067 Motion by Feddick, second by Krueger to grant fifteen (15) Beverage Operator Licenses for the 2007-2009 License Year to: Elizabeth Bowman, Carmen Bruggeman, Tanya Cole, Jared Faulks, Anita Haldes, Heather Henkel, Melanie Howard, Lindsey Kaiser, Michelle Ormond, Meryem Ougayour, Katelyn Pack, Kristina Jessen-Pohle, Beth Rettig, Debbie Schieber and Cynthia Tyler. All Ayes
Motion carried

JLC08-068 Motion by Feddick, second by Krueger to grant a Temporary Class "B"/"Class B" Retailer's license to the Marshfield Curling Club, Inc. for August 27 – September 1, 2008 contingent upon the Fair Association providing sworn officers at the fair. All Ayes
Motion carried

JLC08-069 Motion by Feddick, second by Krueger to grant a Temporary Class "B"/"Class B" Retailer's license to Our Lady of Peace Catholic Church for September 14, 2008. This would be for two premises; 1) Columbus High School Gym and 2) OLP Church basement. All Ayes
Motion carried

JLC08-070 Motion by Feddick, second by Krueger to grant a Temporary Class "B"/"Class B" Retailer's license to Sacred Heart Parish for September 19 – 20, 2008. All Ayes
Motion carried

JLC08-071 Motion by Feddick, second by Krueger to grant a Temporary Class "B"/"Class B" Retailer's license to the Marshfield Lions Club for August 27 – September 1, 2008 contingent upon the Fair Association providing sworn officers at the fair. All Ayes
Motion carried

Gary Haley filed a claim with the City alleging that his vehicle sustained damage when a City folding stop sign hook caused damage to his tire on May 25, 2008. The claim was filed with the City's insurance company, Midwest Claims Service. They have completed their investigation and are recommending that the City of Marshfield deny this claim.

The basis of the denial is that there was no negligence on behalf of the City of Marshfield. Their investigation revealed that the City had no prior notice that a hook from the folding stop sign was missing. A municipality has no liability unless it knew, or should have known, of the existence of the defect and had a reasonable amount of time to repair the defect.

JLC08-072 Motion by Feddick, second by Krueger to deny the claim of Gary Haley as recommended by Midwest Claims Service pursuant to the Wisconsin Statute for disallowance of claim 893.80 (1g). All Ayes
Motion carried

Rod Bauer filed a claim with the City alleging that his vehicle sustained damage when a City vehicle kicked up a rock and cracked his windshield on May 30, 2008. The claim was filed with the City's insurance company, Midwest Claims Service. They have completed their investigation and are recommending that the City of Marshfield deny this claim.

The basis of the denial is that there was no negligence on behalf of the City of Marshfield. The claimant alleges that a rock kicked up by the City vehicle struck his windshield. Since the City does not have control over such occurrences, then the City is not liable for the claimant's damages.

JLC08-073 Motion by Feddick, second by Krueger to deny the claim of Rod Bauer as recommended by Midwest Claims Service pursuant to the Wisconsin Statute for disallowance of claim 893.80 (1g). All Ayes
Motion carried

Luanne Stodden filed a claim with the City alleging that her vehicle sustained damage when a softball flew out of GPO Olsen Field and cracked her windshield on June 28, 2008. The claim was filed with the City's insurance company, Midwest Claims Service. They have completed their investigation and are recommending that the City of Marshfield deny this claim.

The basis of the denial is that there was no negligence on behalf of the City of Marshfield. The City has no control over balls flying out of the City parks and hitting property. Since the City does not have control over such occurrences, then the City is not liable for the claimant's damages.

JLC08-074 Motion by Feddick, second by Krueger to deny the claim of Luanne Stodden as recommended by Midwest Claims Service pursuant to the Wisconsin Statute for disallowance of claim 893.80 (1g). All Ayes
Motion carried

Elaine Zopfi request was discussed.

Cemetery Sexton Baltus explained that at the May 6, 2008 meeting, the JLC committee made a motion to give Mrs. Elaine Zopfi a burial space but she had to pay the $230 perpetual care fee. Since that meeting, Mrs. Zopfi met with Administrator Brehm and offered to pay the perpetual care in effect for 1971, which was $60 for this lot. She stated that the city never notified her that the land was sold. She also admitted that she stopped payment and was delinquent. She stated that when she originally purchased the lot in 1949, the City Clerk's office stated that if she became delinquent she only needed to get caught up before the grave was opened. In the interest of reaching a compromise, Mr. Brehm's recommendation was to approve her request to pay the $60.

Perpetual care was a $1.00/year up until 1970 and then it was changed to a buyout for those that already owned a space. The cost of the buyout was $60.00. Currently perpetual care is a one time fee which is half the cost of a cemetery space.

The committee felt that the fairest compromise would be to have Mrs. Zopfi pay the back perpetual care in the amount of $21.00 and the $60.00 and this would take care of it. This is what she would have paid had she kept the lot and paid the perpetual care each year.

JLC08-075 Motion by Feddick, second by Krueger to have Mrs. Zopfi pay the back perpetual care in the amount of $21.00 and the buyout of $60.00 for a total cost of $81.00. All Ayes
Motion carried

Motion by Feddick, second by Krueger to adjourn at 5:23 p.m.
Motion carried

Deb M. Hall
City Clerk