Minutes
Committee #3
Transportation, Construction, Public Safety and Traffic

Committee #3 met on Tuesday, September 17, 2019 at 4:45 pm in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Paul Olson, Jason Hiess, and CW King
Council Members present: Mayor Hoffman, Rob Kiefer, and John Monarski
Others present: Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, City Planner/Transit Manager Brad Hentschel, Fire Chief Lee Douglas, Police Chief Matt Kelm, Parks and Recreation Director Dick Hebert, Chippewa Falls Main Street Executive Director Teri Ouimette, Dave Raihle of the Chippewa County Historical Society, City Clerk Bridget Givens, and those on the attached sign-in sheet.

The meeting was called to order at 4:45 pm.

1. **Discuss Letter of Proposal submitted by Wayne Miller, Chair of the Wheaton Fire/EMS Research Committee, requesting EMS services for a portion of the Township of Wheaton. Possible recommendations to the Council.**

   Fire Chief Douglas advised the Committee of the Town of Wheaton's intent to withdraw from the Chippewa Fire District and enter into agreements with the City of Chippewa Falls and the City of Eau Claire to provide their EMS services. The Committee discussed the existing agreements for EMS services with Tilden, Eagle Point and Anson. The agreements with these three municipalities will expire at the end of 2021. The Committee was not in favor of going beyond that period of time in a contract with Wheaton. The Committee discussed the ability of the City to respond to the calls and expressed concern that the City may be subsidizing service. The Committee further opined that they did not want to agree to a lesser amount per capita than what was agreed upon with the other municipalities.

   Motion by King/Olson to recommend Council approve providing EMS services to a portion of the Township of Wheaton at a per capita cost of $27.50 with service to be provided only for the year 2021, pending approval by Committee #1. **All present voting aye, motion carried.**

2. **Discuss Easement Agreement in Irvine Park between the Chippewa County Historical Society and the City of Chippewa Falls. Possible recommendations to the Council.**

   Dave Raihle appeared on behalf of the Chippewa County Historical Society and provided an overview of the proposed easement in Irvine Park. Mr. Raihle and City Attorney Ferg worked to draft the easement as to not violate any of the conditions of the Irvine Trust. Discussion was had relative to the need for an easement as opposed to a license. Mr. Raihle explained that the building will require the use of the easement and advised the approved uses do not change regardless of what would happen with the building in the future.

   Motion by King/Hiess to recommend Council approve the Easement Agreement in Irvine Park between the Chippewa County Historical Society and the City of Chippewa Falls. **All present voting aye, motion carried.**

3. **Discuss proposal for an upgrade to the City's parking enforcement program. Possible recommendations to the Council.**

Chief Kelm advised the Committee of his desire to update the City's parking program and provided an overview of a proposed upgrade to an electronic system. The intent of the proposed system would be to make more parking stalls available for customers and visitors, reduce employee time in manual citation entry, and allow for online payment of fines. If approved, ordinance changes will be required to break the downtown area into parking zones as well as implementing an increase in fine amounts. Education with downtown business owners will be key in implementation.

Motion by Hiess/King to recommend Council approve the proposal to upgrade to the City's parking enforcement program with referral to Committee #1 for funding determination. **All present voting aye, except Olson who voted nay, motion carried.**

4. **Adjournment.**

Motion by King/Hiess to adjourn at 5:42 pm. **All present voting aye, motion carried.**

Minutes submitted by:
Paul Olson, Chair

Committee #3 9/17/19

Alice Roshe

Wayne Miller

Bob Hogseth

~~[illegible]~~

FRANK SMOOT

LETTER OF PROPOSAL

Town of Wheaton
Chippewa County
4975 County Highway T
Chippewa Falls, WI 54732

August 13, 2019

Chief Lee Douglas
Chippewa Falls Fire and EMS
1301 Chippewa Crossing Boulevard
Chippewa Falls, WI 54729

Dear Chief Douglas:

The following instrument shall summarize the Proposal in accordance with our previous discussions.

TOPIC OF PROPOSAL

The city of Chippewa Falls will provide EMS and ambulance service to the township of Wheaton as follows. Because of the river, Wheaton township is wider than most; and the area to the east would be served efficiently by the City of Chippewa Falls. This would include the Tropicana area on the west hill of Chippewa Falls and properties along County N to the west over to County F. The section of the township along the river from Highway 53 west to County F and north of Highway 29 would also be quite conducive to service by the City of Chippewa Falls. The rest of the township would have good response time from the City of Eau Claire since Station 9 is just over one mile south of our south border. See attached map.

ESTIMATED COSTS

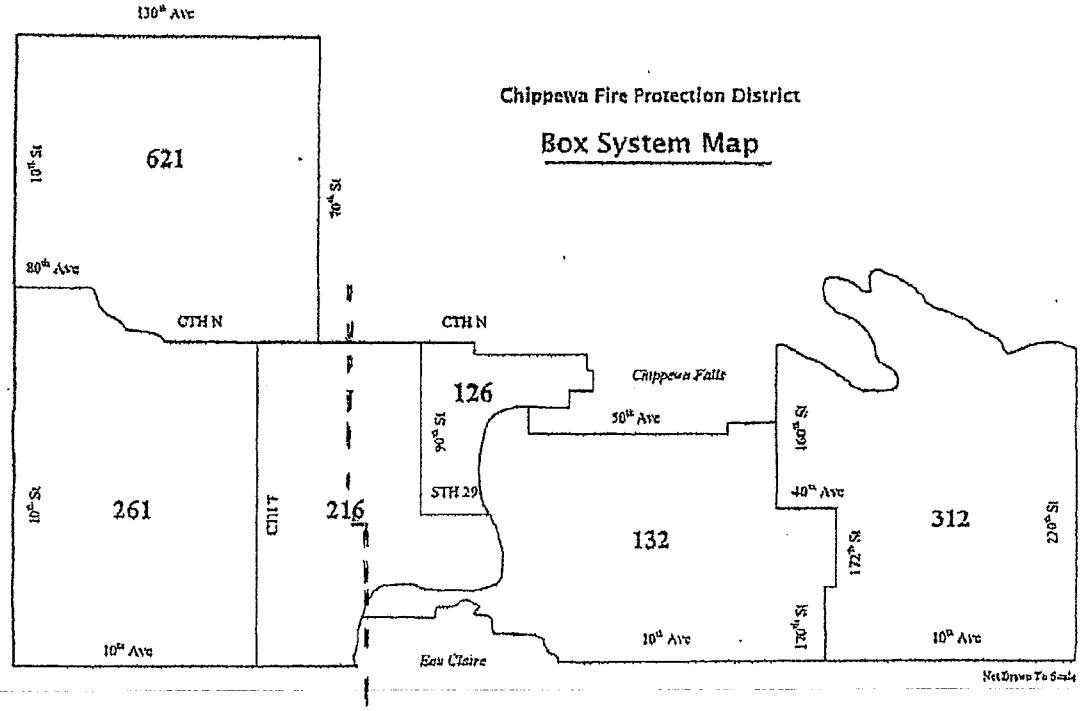
Estimated population is 800 citizens for area 126 and East 1/2 of 216. Proposed cost per citizen is $25. Map lists calls that have occurred in the township for the previous year.

TERMS OF PROPOSAL

The aforementioned Proposal, if agreed upon, will become effective on January 1, 2021, and shall remain in effect for a minimum of five years unless otherwise agreed upon by mutual agreement in writing by both parties. Our deadline to finalize an agreement is September 10, 2019. I am looking forward to meeting with you on Thursday September 5, 2019 at a special Town Board and Research Committee meeting at 7 p.m. at the Wheaton Town Hall seeking to reach an agreement in for EMS services. I look forward to talking with you in the near future.

Sincerely,

Wayne Miller, Chair
Wheaton Fire/EMS Research Committee
Wheaton.SupervisorE@gmail.com
Cell: 715-456-6677



Rev A 01-03-00

E.C. C.F.

Box		2017	2018	2019
126	=		20	13
216	=		39	27
261	=		74	40
TOTAL		91	133	80

PROPOSE AREA

C.F.	39	25
E.C.	94	55

Document No.

EASEMENT AGREEMENT

Return to:
David H. Raihle Jr.
Raihle Law S.C.
99 E Grand Avenue
Chippewa Falls, WI 54729

Parcel A 22908-3134-08700000
Parcel B 22908-3134-00020000
Parcel Numbers

THIS EASEMENT AGREEMENT (the *Agreement*) is between the City of Chippewa Falls (*Parcel A Owner*) and the Chippewa County Historical Society (*Parcel B Owner*).

RECITALS:

A. Parcel A Owner is the owner of certain real property located in Chippewa County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.

B. Parcel B Owner is the owner of certain real property also located in Chippewa County, Wisconsin, adjoining Parcel A, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. Parcel A Owner and Parcel B Owner wish to enter into an Easement Agreement. The purpose of the Easement Agreement is to allow for complimentary use of the Easement Property.

D. Parcel A Owner and Parcel B Owner wish to grant each other certain easement rights as more fully set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant by Parcel A Owner. Parcel A Owner grants to Parcel B Owner for the benefit of Parcel B Owner and all Parcel B present and future non-profit or charitable organizations promoting the history of Chippewa County and their occupants, agents, employees, guests, licensees, and invitees (collectively, *Users*) a perpetual nonexclusive easement.

(a) To use the easement as an enhancement for the development construction of the Chippewa Area History Center. To further and simplify the construction of the facility and to make the Chippewa Area History Center's property located on Parcel B more accessible;

(b) to use in other ways consistent with the original grant of the Irvine Trust;

(c) to use the easement property for purposes consistent with the needs of the architects for the construction of the Chippewa Area History Center located on parcel B. Specifically this would include the fill in of a low area to allow for a more gradual slope away from the building located on parcel B. To enhance the utilization of the property on parcel B by allowing access to the rear of the building. Furthermore, to allow for outdoor displays, sidewalks, and driveways. At no time will any permanent parking lots or spaces be allowed in the easement area.

(d) The easement area shall be maintained in an as natural state as possible. It shall include landscaping and vegetation. The landscaping and vegetation shall be complementary to the surrounding area and the adjoining park property to the extent not inconsistent with other rights or uses set forth in this agreement.

2. Historic Limitations. Both parties recognize the property subject to this Easement is governed by restriction contained in the original Deeds from William Irvine to the City of Chippewa Falls. No use granted under the terms of this Easement Agreement may be inconsistent with the original grants. Parcel B may not be inconsistent with those original grants and should at any time in the future it be determined that the use by Parcel B Owner violates any of those terms, that they shall be required to modify, change or alter the use of the Easement Property to be consistent with the original intent of the Irvine Trust. Any cost of compliance shall be born solely by Parcel B Owners.

3. Maintenance. Parcel B Owner shall at all times maintain the Easement Property and all driveways, walkways, and exits and appurtenances thereto as are located on their respective properties in good condition and repair and at the standard applicable to all public parks in the municipality in which Parcel A and Parcel B are located, including periodic patching, resurfacing, and keep them in a neat and safe condition free of accumulated paper, debris, other refuse, snow, and ice for the uses and purposes described in this Agreement. Parcel B Owner agrees to keep lawn mowed and shrubbery trimmed and maintained in a manner consistent with public parks in the community. Any outdoor displays shall be well maintained and kept in good condition.

Maintenance shall be performed by Parcel B Owner. Each party shall have the right, but not the duty, to perform any maintenance for which the obligation of performance is imposed on the other party to this Agreement. This right may only be exercised if within 30 days of delivery of written notice to the responsible party, sent by registered or certified mail and describing the maintenance to be performed by the party, the responsible party has continued to fail to perform the maintenance that is the subject of the notice. A party performing maintenance imposed on the other party to this Agreement shall be entitled to reimbursement from the other party upon the performing party's presentation of an invoice for the maintenance cost incurred.

Any construction costs allowed under paragraph 1 or elsewise in this agreement shall be the sole

responsibility of Parcel B Owner.

4. Consistent Uses Allowed. Parcel B Owner shall have the right to use the surface area of their respective properties in any way consistent with the grant in this Agreement.

5. Indemnity. Parcel B Owner shall indemnify and defend the Parcel A Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Property by Parcel B Owner or its agents, contractors, subcontractors, invitees, or employees.

6. Insurance. Parcel B Owner and any successors in interest shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming the Parcel A Owner and any other party designated by the Parcel A Owner as the insured, to insure against injury to property, person, or loss of life arising out of the Parcel B Owner's use, occupancy, or maintenance of the easement in favor of Parcel B Owner or Parcel A with limits of coverage that are at levels customarily maintained by businesses in the community in which the Easement Property is located. For each year in which this easement is in effect, the Parcel B Owner shall provide the Parcel A Owner and the other parties designated by Parcel A Owner with a copy of the insurance policy endorsement or wording showing that Parcel A Owner and the other parties have been added as additional insureds. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required of Parcel A Owner under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to the Parcel A Owner.

Parcel B Owner and any successors in interest shall deliver to Parcel A Owner copies of the policies or certificates evidencing the existence and amounts of the insurance with loss payable clauses satisfactory to Parcel A Owner. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days' prior written notice to Parcel A Owner. At least 30 days before the expiration of the Parcel B Owner's policies, Parcel B Owner shall furnish Parcel A Owner with renewals or binders of the policies, or Parcel A Owner may order such insurance and charge the cost to Parcel B Owner. Parcel A Owner shall not do or permit anything to be done that will invalidate the insurance policies furnished by Parcel B Owner. Parcel A Owner may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practices.

7. Reasonable Rules and Regulations. Parcel B Owner shall have the right to promulgate reasonable rules, restrictions, and regulations governing the use, maintenance, operation, and enjoyment of the outdoor exhibit, so long as the rules, restrictions, and regulations are of general applicability and are not designed or implemented in such a manner as to discriminate against the other party to this Agreement or that party's Users. Each party to this Agreement agrees to honor any rules, restrictions, and regulations promulgated under this Agreement by the other party. Any rules or regulations promulgated by Owner B shall not violate the terms of the original trust.

8. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel B Owner and their respective successors and assigns as owners of Parcel B. The easements granted under Section 1 of this Agreement are easements appurtenant to Parcel B and may not be transferred separately from, or severed from, title to Parcel B. Furthermore, the benefits of the easements

granted under this Agreement shall not be extended to any properties other than Parcel B without the consent of the owners of the fee simple interest of all of Parcel A. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

9. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

11. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Chippewa County, Wisconsin.

12. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party=s property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

13. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

14. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

16. Public Dedication. No part of the Agreement shall be construed as granting permission for private or for-profit use. The Outdoor Exhibit is for express use as a public park. It shall charge no admission fees.

Dated: _____ _____, 2019.

(Parcel A Owner)

By:

_____

Gregory Hoffman, Mayor-City of Chippewa Falls

By:

_____

Attest: Bridget Givens, City Clerk-City of Chippewa Falls

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF CHIPPEWA

This instrument was acknowledged before me on _____ by Gregory Hoffman.

_____

Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF CHIPPEWA

This instrument was acknowledged before me on _____ by Bridget Givens.

_____

Notary Public, State of Wisconsin
My commission expires: _____

Dated: _____ _____, 2019.

(Parcel B Owner)

By:

_____

Name: David M. Gordon

_____

Title: Chippewa County Historical Society, Inc.

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF CHIPPEWA

This instrument was acknowledged before me on _____ by _____.

_____
(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:

David H. Raihle, Jr.
Raihle Law Office, S.C.
99 E. Grand Avenue
Chippewa Falls, WI 54729

EXHIBIT A

SE SW EX COMP #4503 & COMP #4504

EXHIBIT B

Parcel B

A part of the SE ¼ of the SW ¼ of Section 31, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:
Commencing on the North and South quarter line of said Section 31 at a point 114.7 feet North of the quarter post on the South side of said Section, which point is on the Western line of the Alley on the West side of the Northern Addition to the City of Chippewa Falls; thence N 35.5° 00' 00" W along the Western line of said Alley 152 feet; thence at right angles Southwesterly 121 feet; thence S 24.5° 00' 00" E 122 Feet; thence S 66° 00' 00" E 88 feet; thence N 33° 00' 00" E 106.5 feet to the point of beginning.

EXHIBIT C

(Survey Description of Easement Property)

City Parking Enforcement Program Upgrade Overview

Our current system of chalking tires and writing paper parking citations can be upgraded to an electronic system. This system has numerous benefits and the option to pass most of the cost to the violators.

The purpose of the proposed system is to make more parking stalls available more often for customers and visitors, to reduce employee time spent on parking related tasks, to allow convenient payment of fines for violators and give the city opportunity for future parking options.

The ordinance changes that would be required include breaking the city into parking zones and increasing fine amounts. Parking zones would be each city lot and each block downtown.

The Passport program is a web and mobile app based system. Benefits of the system include:

- ✓ On-line payment of fines through the Passport website
- ✓ Anticipated increased in compliance with parking ordinances and payment of fines
  - Requiring movement of a vehicle out of a parking zone eliminates "beating the system" by moving a vehicle one stall
  - Currently we have over $15,000 outstanding parking citation fines. Ease of mobile payment and automatic warning letters is projected to increase compliance
- ✓ Significant reduction in office time anticipated for PD employees manually entering citations and taking payment
  - Up to 1.5 hrs in the summer and up to 5 hours in the winter daily
- ✓ Additional parking regulation options for the future
  - Paid parking stalls through the app (similar to metered parking, but web-based)
    - Long term paid rental of city parking stalls
  - Use of a license plate reader (LPR). LPR is a vehicle mounted camera system that automatically reads and runs plates as it drives through a lot or down a road
    - Used in place of chalking. In compliance with 6th Federal Circuit decision prohibiting chalking of tires
    - Eliminates "beating the system" by wiping off chalk mark
    - Much faster checking of lots and streets

Costs of the system include:

- No initial software cost
- No set-up, implementation or training cost
- Passport collects $3.35 from every citation issued. No cost if the city increases parking citation fines so these costs are born by the violator (or over $8,375 annually since we currently issue over 2,500 parking citations annually).
- Passport collects $1.50 + 30% of fine to automatically send notices for late payment when ticket prices double. This reduces fine revenue for overdue tickets.
- Hardware costs
  - $600 for belt mounted ticket printer
  - $250 for Galaxy Note 3 tablet for parking enforcement worker
- On-going costs
  - $480/annually for Verizon data plan
  - $100/annually for ticket paper
- Optional Purchase
  - Permit parking. $1 per permit per month (minimum of 500).
  - LPR - $43,000 Initial Cost (Camera, tablet and installation)
  - LPR - $1,875/annual Ongoing Cost (Maintenance)