

## AGENDA

Eau Claire County  
Committee on Finance and Budget  
Thursday, March 10, 2016 / 4:30 pm

721 Oxford Avenue  
Eau Claire County Courthouse – Room 1273  
Eau Claire, WI 54703

1. Call Meeting to Order
2. A Request from the Village of Fairchild for Waiver of Outstanding Property Taxes, Interest, Penalties and Expenses / Parcels: #126-1042-02-000, #126-1039-04-00, 126-1039-02-000, 126-1038-10-000 / Discussion – Action (pg. 3-4)
3. Proposed Resolution / File No. 15-16/140 “Authorizing the Sale of Tax Deed Property to the City of Altoona, for \$192.95; Directing Corporation Counsel to Prepare a Quit Claim Deed on the Described Property; Directing the County Clerk to Execute Said Quit Claim Deed on Behalf of Eau Claire” / Discussion – Action (pg. 5-7)
4. Proposed Resolution / File No. 15-16/142 “Authorizing the Sale of Tax Deed Property to the City of Altoona, for \$5,000; Directing Corporation Counsel to Prepare a Quit Claim Deed on the Described Property; Directing the County Clerk to Execute Said Quit Claim Deed on Behalf of Eau Claire” / Discussion – Action (pg. 8-9)
5. Proposed Resolution / File No. 15-16/138 “Disallowing the Claim of Jodi Vos Filed on February 1, 2016, Against Eau Claire County; Directing the County Clerk to Notify the Claimant of Said Disallowance” / Discussion – Action (pg 10-11)
6. Update on Internal Controls Assessment by CliftonLarsonAllen / Discussion
7. Discussion of County Receipting Procedures / Discussion -- Action
8. Proposed Ordinance / File No. 15-16/135 “To Create Chapter 4.25 of the Code; Property Assessed Clean Energy Financing Ordinance” / (PACE (Property Assessed Clean Energy) Financing Program) / Discussion - Action (pg. 12-20)
9. 2016 Budget Wrap Up / Discussion
10. Preliminary Review of 2015 Fiscal Year / Discussion
11. 2017 Budget Calendar Review / Discussion
12. Finance Department Financial Matters / Discussion-Action
  - a. Update on County Sales Tax Report / Discussion (pg. 21)
  - b. County Board Vouchers (if any)
  - c. Line Item Transfers (if any)

### 13. Committee Review/Approval of Minutes / Discussion – Action

- February 11, 2016 (pg. 22-23)
- February 25, 2016 (joint meeting with Highway Committee) (pg. 24-25)
- March 1, 2016 (pg. 26)

### 14. Future Agenda Items / Set Next Meeting (April 14, 2016)

### 15. Adjourn

Post: March 4, 2016

Copy: media, Committee members, Kathryn Schauf, Scott Rasmussen

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710, (FAX) 839-1669 or 839-4735, tty: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

**VILLAGE OF FAIRCHILD**

331 OAK STREET, PO BOX 150  
FAIRCHILD, WISCONSIN 54741

Phone: 715/334-3002  
Fax: 715/334-2008  
Email: fairville@centurytel.net

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February 23, 2016

Janet Loomis, County Clerk  
Eau Claire County  
721 Oxford Avenue  
Eau Claire, WI 54703

Dear Janet,

Lands in Eau Claire County, Village of Fairchild, parcel numbers 126-1042-02-000, 126-1039-04-000, 126-1039-02-000, 126-1038-10-000 are in poor condition. On these parcels is a very old brick building in downtown Fairchild. Bricks are falling off, and it is creating dangerous conditions. The property owner has not paid property taxes and it is to be taken on tax deed. The Village has an interest in acquiring the property to remove the blighted buildings, but the demolition and potential remediation of the site will be costly. These demolition and remediation costs are estimated to be in excess of \$8000. The Village hopes to secure grant funding to offset a portion of the cost, should we decide to move forward with the acquisition.

The Village is aware that there are outstanding property taxes against these parcels estimated at \$14,285.68. If the Village does not acquire the property, the outstanding property taxes are likely to continue to accumulate and the chances of full recovery from a tax deed sale will be remote.

It is for this reason that I am requesting your assistance to help the Village eliminate this blighted property and hopefully, bring a clean site back to the tax roll for some type of use that is consistent with the adjacent neighborhood. The assistance that I am seeking from Eau Claire County is a waiver of the outstanding property taxes, interest, penalty and expenses on these sites. The Village would then accept the responsibility of demolishing the building and taking appropriate actions to deal with site contamination, if Eau Claire County would Quit Claim Deed the parcels to the Village. The Village hopes that grant funding will be available to help with this effort.

The concurrence that I am seeking is that you would agree to recommend the waiver of the

outstanding property taxes, interest, penalty and expenses to the Eau Claire County Board of Supervisors. If you are willing to make this recommendation, I will bring this issue back to the Village Board for further consideration.

Thank you for your consideration on this matter.

Sincerely,

A handwritten signature in cursive script that reads "Staci Edwards". The signature is written in black ink and is positioned above the printed name and title.

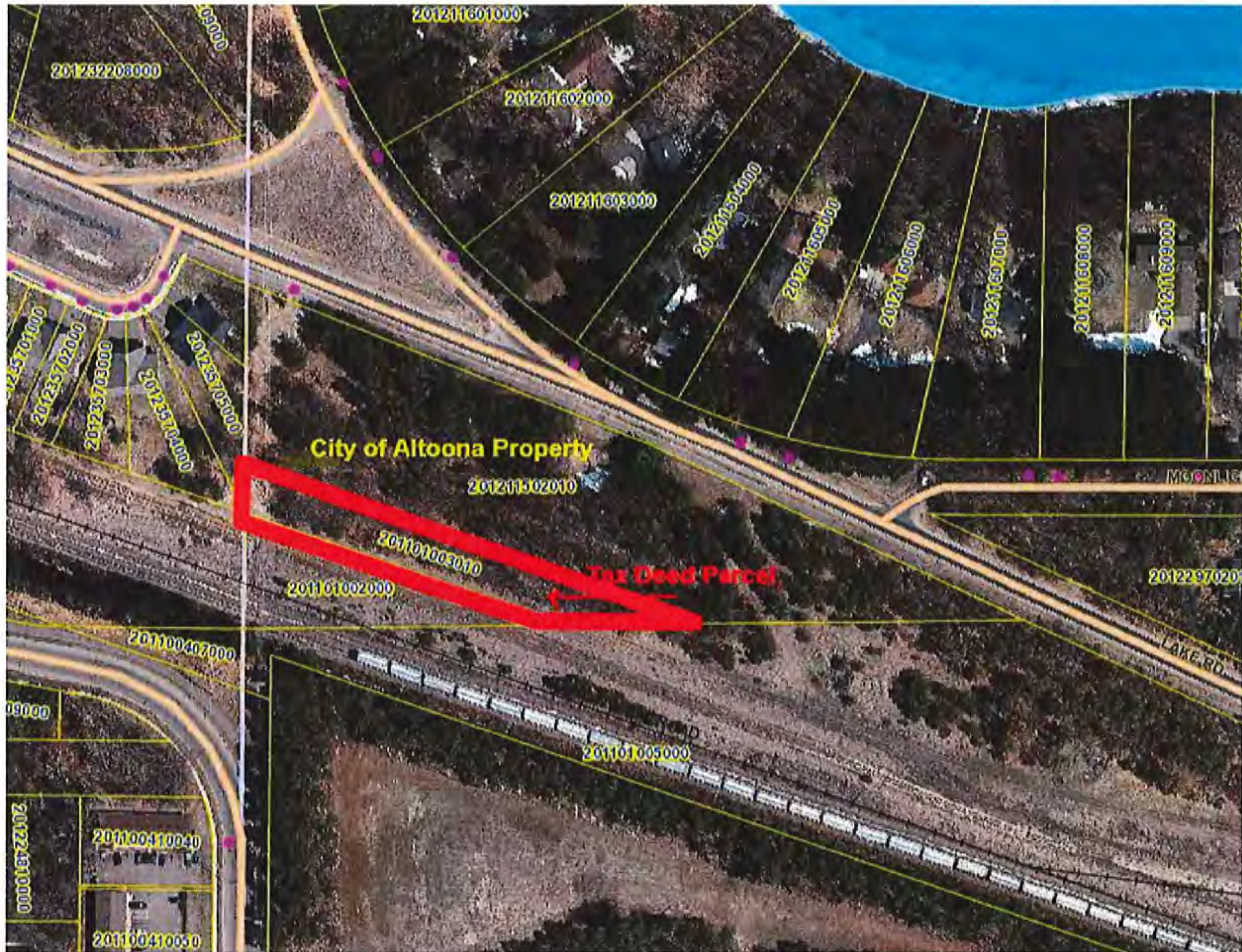
Staci Edwards  
Village President

CC: Village of Fairchild Board

# FACT SHEET

FILE NUMBER: 15-16/140

The City of Altoona has requested to purchase from Eau Claire County, a parcel of land taken by Eau Claire County through the process of tax deed. The parcel is located in the City of Altoona and is described by Computer #201-1010-03-010. The purchase price of \$192.95 will cover all back taxes, penalty, interest and expenses incurred by Eau Claire County. The City of Altoona will be responsible for all filing fees.



2  
3 AUTHORIZING THE SALE OF TAX DEED PROPERTY TO THE CITY OF ALTOONA, FOR  
4 \$192.95; DIRECTING CORPORATION COUNSEL TO PREPARE A QUIT CLAIM DEED ON  
5 THE DESCRIBED PROPERTY; DIRECTING THE COUNTY CLERK TO EXECUTE SAID  
6 QUIT CLAIM DEED ON BEHALF OF EAU CLAIRE COUNTY

7  
8 WHEREAS, City of Altoona, has formally applied to purchase said property in accordance with the  
9 County Code; and

10  
11 WHEREAS, said property can be described as follows:

12  
13 Part of the NW ¼ of the NW ¼ of Section 23, Township 27 North, Range 9 West, City of Altoona,  
14 Eau Claire County, Wisconsin described as: A parcel of land lying Northeasterly of a 50' strip of  
15 Railroad ROW described in Vol. 65 Pg. 540 and Southwesterly of Lot 1 CSM V. 14 Pg. 187  
16 (#2584).

17 Computer #201-1010-03-010, City of Altoona  
18 PIN #18201-2-270923-220-0004

19			
20	Delinquent General Taxes	(2011-2015)	\$10.53
21	Interest and Penalties	(2011-2015)	\$3.63
22	County Expenses		<u>\$178.79</u>
23	<b>TOTAL</b>		<b>\$192.95</b>
24			

25 The City of Altoona will be responsible for all filing fees.

26  
27 NOW, THEREFORE, BE IT RESOLVED by the Eau Claire County Board of Supervisors that the  
28 sale of the aforementioned described property to the City of Altoona, is hereby authorized for  
29 \$192.95

30  
31 BE IT FURTHER RESOLVED that said sale must take place no later than 30 days after County  
32 Board Approval.

33  
34 BE IT FURTHER RESOLVED that the Corporation Counsel is hereby directed to prepare quit claim  
35 deeds for the described parcels and that the County Clerk is hereby directed to execute said quit  
36 claim deeds on behalf of Eau Claire County.

37 ADOPTED:

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46 \_\_\_\_\_  
47 \_\_\_\_\_

48 Committee on Finance & Budget

49 Dated \_\_\_\_\_  
50



# 2015 Property Record | Eau Claire County, WI

Assessed values not finalized until after Board of Review  
Property information is valid as of 2015-01-02

## OWNERS

NORTHWESTERN LUMBER COMPANY

## PROPERTY INFORMATION

Computer No: 201101003010

PIN: 1820122709232200004

Historical Map ID: AL:27.9.23.2-2-E

School District: Altoona

Section	Town	Range
23	27N	09W

Property Address:

Municipality: City Of Altoona

Document History:

68/11 45/557

## TAX INFORMATION

Gross Tax: 2.46

School Credit: .13

Lottery Credit: .00

First Dollar Credit: .00

Net Tax: 2.33

	Amt Due	Amt Paid	Balance
RE Net Tax	2.33	.00	2.33
Special Assmnt	.00	.00	.00
Special Chrg	.00	.00	.00
Delq Utility	.00	.00	.00
MFL	.00	.00	.00
RE Interest	.02	.00	.02
Other Interest	.00	.00	.00
Penalty	.01	.00	.01
<b>TOTAL</b>	<b>2.36</b>	<b>.00</b>	<b>2.36</b>

## IN CARE OF

## MAILING ADDRESS

NORTHWESTERN LUMBER COMPANY

EAU CLAIRE WI  
54701

## PROPERTY DESCRIPTION

THE FOLLOWING LEGAL DESC IS FOR TAX BILLING PURPOSES ONLY; THAT PRT OF THE NW-NW LYG IN THE SW COR OF SD 40 & FURTHER DESC AS LYG NELY OF A 50' STRIP OF RR R/W DESC IN VOL.65 PG.540 & SWLY OF LOT 1 CSM V.14 PG.187 (#2584). NOTE: PER COUNTY SURVEYING RESEARCH IN 2009, SD DESC PCL WAS NEVER PLATTED AS PRT OF MOONLIGHT BAY SUBDIV "AS ASSUMED" BASED ON FOOTAGES & NEVER PRT OF RR R/W. FURTHER RESEARCH COMPLETED IN 2014 DETERMINED THE LAST OWNER OF RECORD TO BE NORTHWESTERN LUMBER COMPANY.

## ZONING

Zoning Code	Description
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## LAND USE

Land Use Code	Description
CV	Commercial-Vacant

## LAND VALUATION

Acres	Land	Improve	Total
.547	100.00	.00	100.00
<b>.547</b>	<b>100.00</b>	<b>.00</b>	<b>100.00</b>

Total Acres: 0.547

Mill Rate: 0.023258001

Fair Market Value: 100.00

Assessment Ratio: 1.0000

## INSTALLMENTS

Period	End Date	Amount
1	1/31/2016	2.33
2	7/31/2016	.00

## PAYMENT HISTORY (POSTED PAYMENTS)

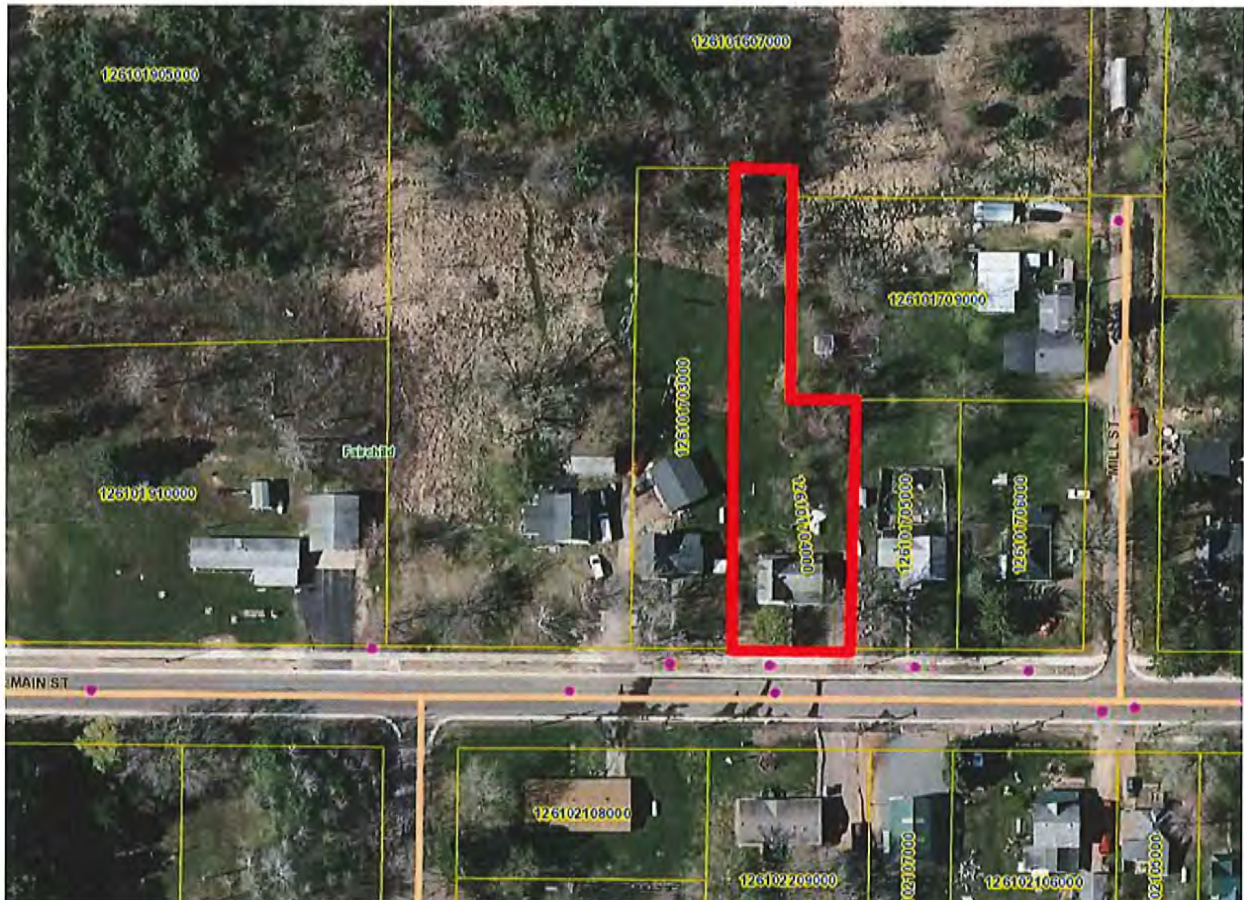


# FACT SHEET

FILE NUMBER: 15-16/142

Melvin Mork has requested to purchase from Eau Claire County, a parcel of land taken by Eau Claire County through the process of tax deed. The parcel is located at 307 E. Main St. in the Village of Fairchild. Computer #126-1017-04-000.

2016	PROFIT & LOSS	307 E. Main St. Fairchild	Fact Sheet								
Sale	Resolution #	Parcel Number	Buyer	General Taxes	Special Taxes	Interest	Penalty	County Expenses	Awarded Bid	Reimbursed Specials	Profit/(Loss)
Fall 2015	15-16/142	126-1017-04-000	Melvin Mork	\$2,105.91	\$1,157.92	\$816.65	\$408.34	\$1,678.68	\$5,000.00	\$1,157.92	(9.58)
										Profit/Loss:	(9.58)





4 AWARDING BID FOR SALE OF TAX DEED PROPERTY TO MELVIN MORK FOR THE SUM OF  
5 \$5,000.00; DIRECTING CORPORATION COUNSEL TO PREPARE QUIT CLAIM DEED ON THE  
6 DESCRIBED PROPERTY; DIRECTING THE COUNTY CLERK TO EXECUTE SAID QUIT CLAIM DEED  
7 ON BEHALF OF EAU CLAIRE COUNTY

8 WHEREAS, in accordance with Chapter 4.20 of the Eau Claire County Code, bids were solicited for the  
9 sale of tax deed property; and

10 WHEREAS, a bid was received on said described parcel.

11 NOW, THEREFORE, BE IT RESOLVED that the Eau Claire County Board of Supervisors awards the bid  
12 for the sale of tax deed property as follows:

13 -----  
14 SALE PARCEL #FA2015-6, 307 E. Main St. Village of Fairchild

PURCHASER	<u>MINIMUM BID</u>	<u>BID AMOUNT</u>
Melvin Mork A Single Person	\$ 5,000.00	\$5,000.00

15 Computer #126-1017-04-000  
 16 PIN # 18124-2-250535-310-0006  
 17 Commencing at a point 14 rods East of the Southwest corner of the NE ¼ of the SW ¼ of Section 35,  
 18 Township 25 North, Range 5 West; thence running North 20 rods; thence East 1 rod; thence South 20  
 19 rods; thence West 1 rod to place of beginning. Commencing at a point 15 rods East of the Southwest  
 20 corner of the NE ¼ of the SW ¼ of Section 35, Township 25 North, Range 5 West; thence running East 3  
 21 rods; thence North 10 rods and 19 links; thence West 3 rods; thence South 10 rods and 19 links to place  
 22 of beginning. Commencing at a point 15 rods East of the Southwest corner of the NE ¼ of the SW ¼ of  
 23 Section 35, Township 25 North, Range 5 West, and 10 rods and 19 links North; thence East 1 rod;  
 24 thence North 9 rods and 6 links; thence West 1 rod; thence South 9 rods and 6 links to the place of  
 25 beginning. Commencing 18 rods East of the Southwest corner of the NE ¼ of the SW ¼ of Section 35,  
 26 Township 25 North, Range 5 West; thence East 14 feet; thence North 10 rods and 21 links; thence West  
 27 14 feet; thence South 10 rods and 21 links to the place of beginning. Village of Fairchild, Eau Claire  
 28 County, WI.

29 BE IT FURTHER RESOLVED that the Corporation Counsel is hereby directed to prepare quit claim  
30 deeds for the described parcels and that the County Clerk is hereby directed to execute said quit claim  
31 deeds on behalf of Eau Claire County.

32 ADOPTED:

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56 Committee on Finance & Budget

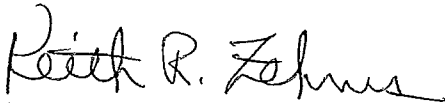
**FACT SHEET**

**TO FILE NO. 15-16/138**

This resolution disallows the December 27, 2015 claim of Jodi Voss stating that on that date she slipped and fell on courthouse property that was not marked or salted in any way and sprained her knee. Previously Ms. Voss had informed Corporation Counsel staff via telephone, before the claim was filed, that the incident occurred on December 17, 2015. According to our Facilities Director, Matt Theisen it did start snowing on December 17 around 10:30 -10:45 a.m. and the sidewalks were swept by Eau Claire County from 11am to 11:30 a.m. Jackie Kaul, Liability Claim Representative from WMMIC, the County's liability carrier states that based on her investigation of the facts, it has been determined that Eau Claire County has no liability for this claim.

The county's liability insurance carrier WMMIC recommended that the claim be disallowed and I concur with that recommendation.

Respectfully Submitted,



Keith R. Zehms

KRZ/yk

Ordinance/15-16/138

Enrolled No.

RESOLUTION

File No. 15-16/138

-DISALLOWING THE CLAIM OF JODI VOS FILED ON FEBRUARY 1, 2016 AGAINST EAU CLAIRE COUNTY; DIRECTING THE COUNTY CLERK TO NOTIFY THE CLAIMANT OF SAID DISALLOWANCE-

WHEREAS, on February 1, 2016, Jodi Vos filed a claim against Eau Claire County with the Office of the Eau Claire County Clerk; and

WHEREAS, Jodi Vos claims that on December 27, 2015 she slipped and fell on an icy non-treated portion of sidewalk by the courthouse, thus injuring her knee and causing her to not be able to care for her daughter for two weeks; and

WHEREAS, after a review of the incident by WMMIC, the county's liability carrier, it is determined that Eau Claire County has no liability for this claim.

NOW, THEREFORE, BE IT RESOLVED that the Eau Claire County Board of Supervisors hereby formally disallow the claim of Jodi Vos against the County of Eau Claire.

BE IT FURTHER RESOLVED that the county clerk is hereby directed to notify Jodi Vos of the disallowance.

ADOPTED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee on Finance & Budget

KRZ/yk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ORDINANC/15-16.138

## Wisconsin PACE Commission Overview

### **What is Property Assessed Clean Energy (PACE)?**

PACE, or property assessed clean energy, is an innovative program that enables property owners to obtain low-cost, long-term loans for energy-efficiency and water conservation improvements. PACE loans help property owners overcome financial barriers that typically discourage investment in water conservation and energy efficiency retrofits to existing properties. Improvements financed using PACE can generate positive cash flow upon completion with no up-front, out-of-pocket cost to property owners.

### **What is the legal authority for PACE in the State of Wisconsin?**

PACE financings are authorized in the State of Wisconsin pursuant to Section 66.0627(8), (the "PACE Statute"). The PACE Statute enables "political subdivisions" (counties, cities, towns and villages) to impose a special charge on real property to secure loans made for energy efficiency, water conservation and renewable energy improvements.

### **What is the Wisconsin PACE Commission Joint Powers Agreement?**

For an individual unit of government, creating a PACE program from the ground up can be time consuming and resource-intensive. Fortunately, local governments have available a more efficient option to collectively administer a single statewide PACE program in a more cost effective manner. Wisconsin counties and municipalities have the option to enter into a joint exercise of powers agreement under Wisconsin Statute § 66.0301 (the "JPA"), by which they agree to form a Wisconsin PACE Commission (the "PACE Commission"). County members agree to adopt a Model PACE Ordinance (discussed below), and to delegate to the PACE Commission the ability to impose PACE special charges according to a single, uniform statewide PACE program in the County members' jurisdiction. Municipal members (cities, villages, and towns) join the PACE Commission, participate in its governance, and agree to support the uniform statewide PACE program.

### **How does the Model PACE Ordinance work?**

County members agree to adopt a Model PACE Ordinance as a condition of joining the PACE Commission. Among other powers, this ordinance authorizes the County to impose a PACE special charge, collect payments for the special charge in installments, place those installments on the tax roll at its discretion, and delegate that authority to the PACE Commission.

### **What powers are given to the Wisconsin PACE Commission?**

Participating Counties and Municipalities will delegate to the PACE Commission the power to administer a PACE program in their jurisdictions, which will include creating PACE program guidelines, PACE Project qualification and general program oversight. County Members will delegate the additional powers to impose special charges as part of PACE Projects and collect the installments for the PACE Project loans. The statewide PACE program is then administered by a third party, Wisconsin nonprofit organization,

responsible for handling day-to-day PACE financing application reviews and approvals, as well as payment collections on behalf of the PACE Commission.

## Overview of a County Member's Responsibilities as a Member of the Wisconsin PACE Commission

**Can a County impose a PACE Special Charge on real property?**

Yes, see above: **What is the legal authority for PACE in the State of Wisconsin?**

**Who is the PACE Lender?**

The PACE Statute authorizes two sources for financing PACE loans – third-party financing (including banks and other private lenders) and public financing by a political subdivision. There is private capital available for PACE Loans and it is anticipated that this will be the predominant source of financing. Local governments retain the option to make available public funds to fund PACE Loans for qualified PACE Projects, though this will not be a requirement for the Wisconsin PACE Commission.

**Once a PACE Loan is closed who imposes the PACE Special Charge?**

The PACE Program Administrator will approve PACE transactions pursuant to the Program Guidelines, which guidelines will be subject to approval by the Wisconsin PACE Commission board of directors. The Program Administrator will then record a Supplemental Loan Agreement with the register of deeds in which the subject real property sits. The Supplemental Loan Agreement is a contract between the PACE Commission, the PACE Lender and the Borrower that memorializes for the public record that there is a PACE Loan and Special Charge outstanding against the Borrower's real property, among other terms.

**How is the annual installment of the PACE Special Charge calculated?**

The annual installment of a PACE Loan is equal to the annual repayment obligation under the terms of the PACE Loan, which amount may include interest and other fees pursuant to a Loan Agreement between the PACE Lender and Borrower. The PACE Loan may have a loan term up to the useful life of the equipment and improvements being financed.

**Where is the annual installment for the PACE Loan collected?**

The PACE Statute provides for a "direct billing" system in which the PACE Lender may collect payments for the PACE Loan directly from the Borrower without involving the political subdivision that imposed the Special Charge. Following the close of a PACE Loan, the PACE Lender would certify to the Program Administrator the annual PACE installments that are due. The Program Administrator then works with a Servicer to bill for and collect the annual installment payments from the PACE Borrower. Upon each installment payment, the Program Administrator's Servicer would certify that payments have been made and remit the installment payments collected directly to the PACE Lender.



**What happens if the PACE special charge is delinquent?**

The PACE Statute establishes that a delinquent PACE Special Charge becomes a lien on the property, with same priority as a special assessment. Upon a default, the Servicer and PACE Lender would certify the amount of the delinquency to the Program Administrator, who would then work with the appropriate County and municipality to place the amount of the PACE Loan delinquency on the next available tax roll for collection pursuant to the existing Wisconsin statutory tax collection procedures in Wisconsin Statutes Chapters 74 and 75.

**Does the County have to settle the Special Charge with the PACE Lender.**

No. To participate in the program, PACE Lenders recognize that neither the Wisconsin PACE Commission nor its Members have an obligation to settle or reimburse PACE Special Charges to PACE Lenders.

**Does the County have to settle delinquent PACE Special Charges to the municipality?**

No. Since the source of funds for the PACE Loan secured by the Special Charge will be a private third-party, the County will have no basis to settle the PACE Special Charges with the municipality in which the encumbered property is located.

**When is a Tax Certificate issued for a delinquent PACE Special Charge?**

A Tax Certificate for a delinquent PACE Special Charge is issued at the same time that a Tax Certificate would be issued for any other delinquent property taxes. If there are multiple tax delinquencies that would be the subject of a Tax Certificate (which would likely be the case in the event of a PACE Special Charge delinquency), all delinquent amounts would be evidenced by the same Tax Certificate. The redemption period for a special charge Tax Certificate is the same two year redemption period for any other Tax Certificate.

**What does the County have to do if the delinquent PACE Special Charge reaches a tax foreclosure?**

If after the two year redemption period the Special Charge delinquency evidenced by the Tax Certificate is not paid, then the County would be responsible for instituting foreclosure proceedings on the tax certificate, except in the case of a "brownfield" or other concerns with the property leading the County to a good faith determination that it would not be in the County's best interest to foreclose.

**What if the County determines that it will not bring a foreclosure on the property?**

If the County does not bring a foreclosure action against the subject property, then the PACE Lender is authorized by the PACE Ordinance to bring a foreclosure on the PACE Special Charge in place of the County. To assume this authority, the PACE Lender must agree to comply with all of the statutory procedures for a tax foreclosure.

**Why does the PACE Ordinance favor the In REM tax foreclosure process?**

The *in rem* foreclosure procedure is an electable procedure pursuant to Wis. Stat. § 75.521. In addition to uniformity, the PACE Ordinance requires that the County utilize this procedure to foreclose upon a PACE Special Charge because of the statutory presumption Wis. Stat. § 75.521(12) gives to the validity of special charges (as well as all special assessments and taxes) and the liens thereof.

**How does the County sell tax delinquent property?**

The County follows the procedure for the sale of delinquent real estate as laid out in Wis. Stat. § 75.69

**What is the priority of distribution of the proceeds of the sale of the real property from a tax foreclosure sale?**

The County follows the procedure for the distribution of proceeds as laid out in Wis. Stat. § 75.36.

**Following the County's tax foreclosure sale what happens to the outstanding balance of the PACE Loan?**

The PACE Special Charge is foreclosed out. Therefore, the PACE Loan no longer encumbers the real property. The Supplemental Loan Agreement, however, may contain terms which require the County to pay over any surplus proceeds from a foreclosure sale to the PACE Lender, up to the deficiency balance of the PACE Loan.

2  
3 - TO CREATE CHAPTER 4.25 OF THE CODE: PROPERTY ASSESSED CLEAN  
4 ENERGY FINANCING ORDINANCE -  
5

6 The County Board of Supervisors of the County of Eau Claire does ordain as follows:  
7

8 CHAPTER 1. That Chapter 4.25 of the code is created to read:  
9

10 Chapter 4.25  
11

12 PROPERTY ASSESSED CLEAN ENERGY FINANCING  
13  
14

15  
16 Chapters:  
17

- 18
- 19 4.25.001 Purpose.
- 20 4.25.010 Definitions.
- 21 4.25.020 Statutory authority.
- 22 4.25.030 PACE loans as special charges; delinquent amounts as liens.
- 23 4.25.040 Wisconsin Pace Commission.
- 24 4.25.050 Loan approval.
- 25 4.25.060 Supplemental agreement.
- 26 4.25.070 Annual installments added to tax rolls.
- 27 4.25.080 Remittance special charges.
- 28 4.25.090 Property tax foreclosure procedures.
- 29 4.25.100 Sale of foreclosed property.
- 30 4.25.110 Distribution of foreclosure proceeds.
- 31 4.25.120 Ordinance electing to proceed under Wis. Stat. § 75.521, in relation to  
32 enforcement of collection of tax liens.  
33  
34  
35

36 4.25.001 Purpose. The County finds that renovations or additions to premises located in  
37 the County made to improve energy efficiency, improve water efficiency, and/or use renewable  
38 resource applications, increase property values, stimulate local economic activity, provide local  
39 and global environmental benefits, and promote the general welfare of County residents. The  
40 purpose of this Chapter is to facilitate loans arranged by property owners or lessees to make such  
41 improvements by treating loan principal and interest, fees, and other charges as special charges  
42 eligible for inclusion on the tax roll for these properties.  
43

44 4.25.010 Definitions.

45 A. "Annual installment" means the portion of the PACE loan that is due and payable  
46 for a particular year under the supplemental agreement.

47 B. "Borrower" means the property owner or lessee of the subject property that  
48 borrows the proceeds of a PACE loan.

1 C. "Default loan balance" means the outstanding balance, whether or not due, of a  
2 PACE loan at the time that the County receives foreclosure proceeds.

3 D. "Foreclosure proceeds" means the proceeds received by the County from the  
4 disposition of a subject property through an in rem property tax foreclosure.

5 E. "Loan amount" means the principal, interest, administrative fees (including the  
6 Program Administrator's fees) and other loan charges to be paid by the borrower under the  
7 PACE loan.

8 F. "PACE" means the acronym for property assessed clean energy.

9 G. "PACE default provisions" means:

10 1. The delinquent annual installment(s) due when the County initiates the in  
11 rem property tax foreclosure on the subject property;

12 2. Any additional annual installment(s) that become due between the time  
13 that the County initiates in rem property tax foreclosure on the subject property and the date the  
14 County receives the foreclosure proceeds;

15 3. Any default interest charges applied to unpaid annual installments  
16 referenced in subs. (1) and (2) above, as provided in the supplemental agreement; and

17 4. Any default loan balance.

18 H. "PACE lender" means any person that makes a PACE loan, and which may  
19 include an affiliate of the borrower.

20 I. "PACE loan" means a loan made by a PACE lender to a borrower under this  
21 Chapter for energy efficiency improvements, water efficiency improvements, or renewable  
22 resource applications made to or installed on a subject property.

23 J. "Person" means any individual, association, firm, corporation, partnership,  
24 limited liability company, trust, joint venture or other legal entity, or a political subdivision as  
25 defined in Wis. Stat. § 66.0627.

26 K. "Program Administrator" means the person retained by the Wisconsin PACE  
27 Commission as provided in 4.25.040 B.

28 L. "Subject property" means any premises located in the County on which energy  
29 efficiency improvements, water efficiency improvements, or renewable resource applications are  
30 being or have been made and financed through an outstanding PACE loan.

31 M. "Supplemental agreement" means a written agreement among a borrower, a  
32 PACE lender and the County, as provided for in 4.25.060.

33 N. "Wisconsin PACE Commission" means the Wisconsin PACE Commission to be  
34 formed under Wis. Stat. § 66.0301, as amended, by the County and one or more other political  
35 subdivisions as defined in Wis. Stat. § 66.0627, pursuant to a Joint Exercise of Powers  
36 Agreement relating to the Wisconsin PACE Commission, as amended.

37  
38 4.25.020 Statutory authority. This Chapter is enacted pursuant to Wis. Stat. § 66.0627, as  
39 amended, which authorizes a county to make a loan or enter into an agreement regarding loan  
40 repayments to a 3rd party for owner-arranged or lessee-arranged financing, to an owner or a  
41 lessee of a premises located in the County for making or installing an energy efficiency  
42 improvement, a water efficiency improvement or a renewable resource application to a premises.

43  
44 4.25.030 PACE Loans as Special Charges; Delinquent Amounts as Liens. Any PACE  
45 loan made and secured pursuant to this Section shall be considered a special charge on the  
46 subject property. Any annual installment or portion of a PACE loan made and secured pursuant

1 to the Section that becomes delinquent according to the terms of the PACE loan shall be a lien  
2 against the subject property and placed on the tax roll, as permitted pursuant to Wis. Stat. §  
3 66.0627 as amended.

4  
5 4.25.040 Wisconsin PACE Commission.

6 A. Any of the powers and duties of the County under this Chapter, except for those  
7 under 4.25.080, may (but are not required to) be delegated to the Wisconsin PACE Commission.

8 B. The Wisconsin PACE Commission is further authorized to retain a Program  
9 Administrator to act as its agent and administer the PACE program, subject to adherence with  
10 PACE program requirements consistent with this Chapter and in Wis. Stat. § 66.0627, as  
11 amended.

12  
13 4.25.050 Loan approval.

14 A. A prospective borrower applying for a PACE loan shall comply with the loan  
15 application process set forth in the program manual approved by the County.

16 B. The County shall approve the financing arrangements between a borrower and  
17 PACE lender.

18  
19 4.25.060 Supplemental agreement.

20 A. The County, the borrower and the PACE lender shall execute the supplemental  
21 agreement which, without limitation:

22 1. Shall inform the participants that the PACE loan amount shall be imposed  
23 as and considered a special charge, and each year's annual installment may be included on the  
24 property tax roll of the subject property as a special charge and an annual installment that is  
25 delinquent shall be a lien against the subject property pursuant to Wis. Stat. § 66.0627, as  
26 amended;

27 2. Shall recite the amount and the term of the PACE loan;

28 3. Shall provide for the amount, or a method for determining the amount, of  
29 the annual installment due each year;

30 4. Shall provide whether default interest may be applied to unpaid annual  
31 installments;

32 5. Shall require the PACE lender and the borrower to comply with all  
33 federal, state and local lending and disclosure requirements;

34 6. Shall provide for any fees payable to the County and/or Program  
35 Administrator;

36 7. Shall recite that the supplemental agreement is a covenant that runs with  
37 the land;

38 8. May provide for prepayments of annual installments by the borrower with  
39 a resulting reduction in the special charge for the prepayment, subject to any prepayment  
40 premium charged by the PACE lender, if any; and

41 9. May allow for amendment by the parties.

42 B. Prior to executing the supplemental agreement, the owner of the subject property,  
43 if different from the borrower, and any existing mortgage holder(s) on the subject property must  
44 have executed a separate writing acknowledging the borrower's use of PACE financing for the  
45 subject property and the special charge that will be imposed under this Chapter and its  
46 consequences, including the remedies for collecting the special charge.

47 C. Each PACE loan shall be amortized over the term of the PACE loan as provided  
48 in the supplemental agreement.

49 D. The annual payments of a PACE loan may be payable in installments as



1 authorized by Wis. Stat. § 66.0627, as amended.  
2

3 4.25.070 Annual installments added to tax rolls. Upon the request of the Program  
4 Administrator the County shall place each year's annual installment on the tax roll for the subject  
5 property as permitted pursuant to Wis. Stat. § 66.0627, as amended.  
6

7 4.25.080 Remittance of special charges. The County shall promptly remit to the  
8 Wisconsin PACE Commission any payment(s) for a special charge imposed under this Chapter,  
9 including penalties, interest and charges thereon, it may receive from any taxing district or the  
10 County treasurer pursuant to Wis. Stat. Ch. 74, as amended.  
11

12 4.25.090 Property tax foreclosure procedures.

13 A. The County elects to utilize the provisions of Wis. Stat. § 75.521, as amended, for  
14 the purpose of enforcing tax liens if a subject property owner fails to pay any special charges  
15 imposed on the subject property under this Chapter as required.

16 B. The County shall begin an in rem property tax foreclosure proceeding on the  
17 subject property at the earliest time allowed under Wisconsin Statutes, unless the County  
18 determines that subject property is a "brownfield" (as defined in Wis. Stat. § 75.106, as  
19 amended) or that in rem property tax foreclosure is not in the best interests of the County due to  
20 the condition of the property or for other reasons.

21 C. If the County has determined that it will not commence an in rem property tax  
22 foreclosure proceeding, then the PACE lender may request that the County, pursuant to Wis.  
23 Stat. § 75.106, as amended, assign the County's right to take judgment against the subject  
24 property, provided that the PACE lender and the County fully comply with all provisions of Wis.  
25 Stat. § 75.106, as amended, concerning the subject property and the PACE lender agrees to pay  
26 the amounts required by Wis. Stat. § 75.36(3)(a)1 and 1m, as amended.  
27

28 4.25.100 Sale of foreclosed property. If the County prevails in an in rem property tax  
29 foreclosure action against a subject property, the County shall diligently proceed to sell the  
30 subject property pursuant to the procedures set forth in Wis. Stat. § 75.69, as amended.  
31

32 4.25.110 Distribution of foreclosure proceeds. The County treasurer shall follow the  
33 procedures set forth in Wis. Stat. § 75.36, as amended, to distribute the proceeds from the sale of  
34 a subject property.  
35

36 4.25.120 Ordinance electing to proceed under Wis. Stat. § 75.521, in relation to  
37 enforcement of collection of tax liens. From and after January 1, 2017 the County elects to adopt  
38 the provisions of Wis. Stat. § 75.521, as amended, for the purpose of enforcing tax liens in such  
39 County in the cases where the procedure provided by such Chapter is applicable.  
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ADOPTED:

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Committee on Finance & Budget

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

KRZ/yk

ORDINANCE/15-16.135

## Eau Claire County Sales Tax Collections

<u>Month</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Variance</u> <u>From 2014</u>
January	\$ 712,769	\$ 563,038	\$ 605,382	\$ 649,869	\$ 613,413	\$ 637,758	\$ 633,370	\$ 655,343	\$ 21,973
February	567,975	518,319	638,455	602,909	563,535	532,904	689,925	843,563	\$ 153,638
March	620,370	636,257	538,909	561,038	783,032	834,428	852,142	864,937	\$ 12,795
April	615,402	623,482	711,305	797,429	741,448	606,312	641,812	719,623	\$ 77,811
May	653,936	624,232	663,464	567,787	549,895	783,189	856,800	854,993	\$ (1,807)
June	763,310	573,694	476,205	707,990	872,811	924,281	935,972	835,827	\$ (100,145)
July	646,194	686,636	741,830	751,169	783,644	655,631	764,686	1,031,180	\$ 266,494
August	749,229	665,741	663,893	616,376	785,490	823,653	1,004,488	957,996	\$ (46,492)
September	700,371	634,987	631,589	804,241	788,958	805,689	725,272	753,988	\$ 28,716
October	607,962	701,541	642,499	705,976	669,856	655,379	830,917	968,167	\$ 137,250
November	692,960	631,616	728,502	630,916	799,401	872,360	934,158	868,976	\$ (65,182)
December	697,019	562,547	692,239	844,605	817,298	774,289	707,471	708,777	\$ 1,306
Add'l Rec'd	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 8,027,497</b>	<b>\$ 7,422,090</b>	<b>\$ 7,734,272</b>	<b>\$ 8,240,305</b>	<b>\$ 8,768,781</b>	<b>\$ 8,905,873</b>	<b>\$ 9,577,013</b>	<b>\$ 10,063,370</b>	<b>\$ 486,357</b>
<b>Budgeted</b>	<b>\$ 8,175,000</b>	<b>\$ 8,175,000</b>	<b>\$ 7,675,000</b>	<b>\$ 7,675,000</b>	<b>\$ 7,800,000</b>	<b>\$ 8,060,000</b>	<b>\$ 8,586,000</b>	<b>\$ 8,950,000</b>	
Excess (Short)	\$ (147,503)	\$ (752,910)	\$ 59,272	\$ 565,305	\$ 968,781	\$ 845,873	\$ 991,013	\$ 1,113,370	
		2009 Shortfall	2010 Surplus	2011 Surplus	2012 Surplus	2013 Surplus	2014 Surplus	2015 Surplus	
<b>Total County</b>									
<b>Taxable Sales</b>	<b>\$ 1,605,499,400</b>	<b>\$ 1,484,418,000</b>	<b>\$ 1,546,854,400</b>	<b>\$ 1,648,061,000</b>	<b>\$ 1,753,756,200</b>	<b>\$ 1,781,174,600</b>	<b>\$ 1,915,402,600</b>	<b>\$ 2,012,674,000</b>	
<b>Monthly Avg</b>	<b>\$ 668,958</b>	<b>\$ 618,508</b>	<b>\$ 644,523</b>	<b>\$ 686,692</b>	<b>\$ 730,732</b>	<b>\$ 742,156</b>	<b>\$ 798,084</b>	<b>\$ 838,614</b>	
						\$ 8,905,873	\$ 9,577,013	\$ 10,063,370	

## MINUTES

Eau Claire County  
Committee on Finance and Budget  
Thursday, February 11, 2016 / 4:30 pm

721 Oxford Avenue  
Eau Claire County Courthouse – Room 3312  
Eau Claire, WI 54703

Due to a conference call, the meeting was moved to Room 3312 of the Courthouse.

Members present: Supervisors Stella Pagonis, Robin Leary, Jim Dunning, Nick Smiar  
Supervisors absent: Supervisor Mike Conlin

Staff present: Kathryn Schauf, County Administrator; Scott Rasmussen, Finance Director; Keith Zehms, Corporation Counsel; Janet Loomis, County Clerk; Jon Johnson, Highway Commissioner; Sharon Rasmusson

Vice Chairperson Jim Dunning called the meeting to order at 4:34 pm.

### **Update on Internal Controls Assessment by CliftonLarsonAllen / Discussion**

Kathryn Schauf, County Administrator, stated that Judy Enders, Consulting Manager of CliftonLarsonAllen will provide an oral report to the county board in March. In addition, Brock Geyen, a Principal Specializing in Public Sector with CliftonLarsonAllen will provide an oral report to the County Board at their February 17, 2016.

### **Review Table of Contents - County Fiscal Policies / Discussion – Action**

County Administrator stated that staff continue to work on fiscal policies. This item will be reviewed again in the next couple of months. Discussion only.

### **Highway Equipment Financing Options / Discussion – Action (follow up from January meeting)**

Jon Johnson, Highway Commissioner present. Compared leasing vs. buying based on funding that is currently available. Equipment replacement fund is \$750,000; Johnson would like funding to lease 8 vehicles. Supervisor Smiar stated that we can't continue to buy; leasing at this point seems to be a good option. Finance Director stated that the county cannot borrow funds to lease vehicles. Committee discussed new revenue sources that could assist in paying for the leasing program. Highway Commissioner suggested that a joint meeting be held between the Highway Committee and the Committee on Finance & Budget to discuss further. This would build vision for the program. Committee selected Thursday, February 25, 2016 at 4:30 pm to meeting jointly with the Highway Committee.

### **Discussion of County Receipting Procedures / Discussion -- Action**

No discussion at this point.

## PACE (Property Assessed Clean Energy) Financing Program / Discussion - Action

The Committee held a conference call with Andy Guzikowski and Andrew Phillips of von Briesen & Roper. PACE is an innovative program that enables property owners to obtain low-cost, long-term loans for energy-efficiency and water conservation improvements. PACE loans help property owners overcome financial barriers that typically discourage investment in water conservation and energy efficiency retrofits to existing properties. Improvements financed using PACE can generate positive cash flow upon completion with no up-front, out-of-property cost to property owners. County does not incur any financial burden by taking on this program. In addition, there is little or no risk to counties. It is a great economical tool and energy initiative. Committee discussed and had some concerns - foreclosures? Who will cover costs? County may end up with property that they need to dispose of.

Chairperson Stella Pagonis directed this item come back to the next regular meeting of the committee and to bring back a chart as to how this program works.

## 2016 Budget Wrap Up / Discussion

Complaints: add-back policy.

## Preliminary Review of 2015 Fiscal Year / Discussion

Next meeting.

## 2017 Budget Calendar Review / Discussion

Next meeting.

## Finance Department Financial Matters / Discussion-Action

- a. Update on County Sales Tax Report: general discussion
- b. County Board Vouchers: none
- c. Line Item Transfers: none

## Committee Review/Approval of Minutes / Discussion – Action

- January 19, 2016
- January 21, 2016

Motion by Supervisor Dunning to approve of the January 19 and January 21<sup>st</sup> minutes as written. Motion carried.

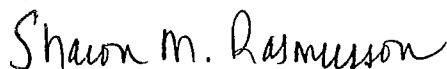
Next meetings of the Committee are scheduled as follows:

Thursday, February 25, 2016 (joint meeting with Highway Committee)

Thursday, March 10, 2016 (regular meeting)

Committee adjourned at 7:01 pm.

Respectfully submitted,



Sharon M. Rasmussen  
Committee Clerk



# MINUTES

## Joint Meeting

Eau Claire County  
Committee on Finance and Budget  
Highway Committee

721 Oxford Avenue  
Eau Claire County Courthouse – Room 2550  
Eau Claire, WI 54703

Thursday, February 25, 2016 / 4:30 pm

Committee on Finance & Budget Members present:

Supervisors Stella Pagonis, Jim Dunning, Robin Leary, Nick Smiar

Highway Committee:

Supervisors Steve Chilson, Pat LaVelle and Kathy Clark

Staff present: Kathryn Schauf, County Administrator; Scott Rasmussen, Finance Director; Jon Johnson, Highway Commissioner

Others present: Richard Homan: American Financial Network

Committee on Finance & Budget Chair Stella Pagonis called the Finance & Budget meeting to order at 4:30 pm.

Highway Committee Vice Chair Steve Chilson called the Highway Committee meeting to order at 4:30 pm.

### Highway Equipment Financing Options / Equipment Replacement Schedule / Discussion – Action

A joint committee meeting was held with the Committee on Finance & Budget and Highway Committee to review different scenarios to either lease or purchase highway equipment in future years. Scott Rasmussen, Finance Director and Jon Johnson, Highway Commissioner walked the committee through the 4 scenarios presented. The optimum scenario was a combination of leasing and borrowing as follows:

2016 Leasing (10 units for 5 years)  
2017 Borrow (10 units for 5 years)  
2018 Leasing (10 units for 5 years)  
2022 Leasing (10 units for 5 years)

Committee members felt the County Board would be pleased with the analyses that were presented.

By borrowing in 2017 it gives the county time to lease vehicles in ensuing years. In a lease situation, there is bumper to bumper warranty for 5 years. If a truck needs work, the county is paid to work on the vehicle under warranty.

The analyses also identified savings on parts and maintenance as well as other fleet efficiencies. With an updated fleet, the Highway Department is more efficient and we are bringing trust back into the community.

A resolution is needed to be presented to the March 1, 2016 county board meeting to move forward with the lease program for the Highway Department for up to 10 trucks (starting in year 2016).

Motion by Supervisor Dunning to move forward with a resolution to implement a lease program in the Highway Department starting in 2016 for up to 10 trucks. Motion carried 4-0.

Motion by Supervisor Chilson to move forward with a resolution to implement a lease program in the Highway Department starting in 2016 for up to 10 trucks. Motion carried 3-0.

Joint meeting adjourned at 5:27 pm.

### **ADDENDUM**

Eau Claire County  
Committee on Finance and Budget

The Committee on Finance & Budget reconvened to discuss the following addendum item:

### **CliftonLarsonAllen Review of Internal Controls Implementation / Discussion-Action**

Supervisor Pagonis does not know the amount of restitution or insurance money that will be paid to the county concerning the county treasurer theft case; however, she is concerned as well as others that the monies due will be placed in the general fund and used for on-going county programs.

County Administrator Kathryn Schauf responded and does not want to earmark these potential funds. As an assurance to the public Supervisor Pagonis stated that a certain percentage of the funds should be set aside for items such as bi-annual review and the implementation to tighten up internal controls. County Administrator believes the money should flow to the general fund and that the funds will be determined by the county board. Discourage departments from putting together a "wish list".

CliftonLarsonAllen will appear before the committee on March 10<sup>th</sup> and then again at the county board meeting on March 15<sup>th</sup> to address progress made on the internal controls implementation.

Committee adjourned at 6:13 pm

Respectfully submitted,



Sharon Rasmusson  
Committee Clerk

**Joint Meeting**

Eau Claire County  
Committee on Finance and Budget  
Highway Committee

721 Oxford Avenue  
Eau Claire County Courthouse – Room 1301  
Eau Claire, WI 54703

Tuesday, March 1, 2016 / 6:45 pm

**Proposed Resolution / File No. 15-16/145 “Recognizing the Value of Leasing Instead of Purchasing Highway Equipment as a Viable Option” / Discussion – Action**

Committee’s met strictly to review and sign Resolution File No. 15-16/145. No motion was made as this resolution was approved by both committee’s at their joint committee meeting held on February 25, 2016.

Respectfully,

Kathryn Schauf  
County Administrator