

ADDENDUM

Eau Claire County
Committee on Finance and Budget
Thursday, September 8, 2016 / 4:30 pm

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

1. Approval of Taking Tax Deed Property Having Delinquent Special Assessments / Property Located on the Corner of 3rd and Vine St. / Discussion - Action (pg. 2-3)
2. Proposed Resolution / File No. 16-17/041 “Authorizing the Sale of Tax Deed Property to the Village of Fairchild for \$1.00; 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 County / Discussion – Action (pg. 4-8)
3. Claim of Brandon and Desiree Adkins vs. Eau Claire County / Discussion – Action (pg. 9-17)
4. Adjourn

Post: September 6, 2016

Copy: media, Committee members, Kathryn Schauf, Scott Rasmussen, Glenda Lyons, Janet Loomis, Keith Zehms

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.



County Of Eau Claire
OFFICE OF COUNTY CLERK
Courthouse
721 Oxford Avenue
Eau Claire, Wisconsin 54703
Phone (715) 839-4803



MEMO

TO: Sharon Rasmusson, Finance and Budget Secretary
FROM: Sue McDonald, Tax Deed Clerk
DATE: August 19, 2016
SUBJECT: Placement on agenda

1. Discuss the taking by a tax deed of the Gas Station on the Corner of 3rd and Vine St. Underground tanks have been removed. The owner has not paid any back taxes. Corporation Counsel says there is no reason anymore not to take it. Action Item.

Please place the above item(s) on the next Finance and Budget Committee's Agenda

Thank you,

Sue McDonald
Eau Claire County Clerk's Office
721 Oxford Ave.
Eau Claire, WI 54703
715.839.4842
sue.mcdonald@co.eau-claire.wi.us



County Of Eau Claire
OFFICE OF COUNTY CLERK
 Courthouse
 721 Oxford Avenue
 Eau Claire, Wisconsin 54703
 Phone (715) 839-4803



To: Finance and Budget Committee
 From: Sue McDonald, Tax Deed Clerk
 Date: September 2016

Re: Approval of Taking Tax Deed Property Having Delinquent Special Assessments

- Per county Code, 4.20.020, "The county clerk or designee shall take all necessary steps preparatory to the issuance of tax deeds on all property on which Eau Claire county holds delinquent tax sales certificates which are eligible for and subject to the taking of tax deeds, except such property as is also subject to a lien or liens for special assessments of more than \$250 in which case the taking of tax deeds on such property subject to special assessment liens shall be subject to specific authorization from the committee on finance and budget, which is hereby authorized to direct the taking of tax deeds on any property on which there exists liens for special assessments."

The following parcel has delinquent special assessments in excess of \$250.

COMPUTER #221-09-0320

Lot Eight (8) and South Twenty-Six (26) feet of the West Seventy-Two (72) feet of Lot Nine (9) Block Twenty-Two (22), R.F. Wilson Addition, City of Eau Claire, Eau Claire County, Wisconsin
Computer #221-09-0320, City of Eau Claire
Address: 304 Vine Street, Eau Claire, WI
Owner: CCF Inc., James Nardo
Land Value: \$33,200
Imp. Value: \$40,800
Total Value: \$74,000
E.F.M.V.: \$76,500

	Tax Due before Pen/Int	Breakdown of Tax Due					Interest	Penalty	balance due:	
		RE	SA	SC	DU	MFL				
2015	2,907.01	1,551.39	517.36	372.98	465.28	0.00	232.56	116.28	3,255.85	Delinquent
2014	2,895.66	1,561.81	545.06	340.87	447.92	0.00	579.13	289.57	3,764.36	Delinquent
2013	2,888.78	1,564.23	572.77	296.01	455.77	0.00	924.41	462.20	4,275.39	Delinquent
2012	4,454.00	2,446.63	800.49	913.95	492.93	0.00	1,959.76	979.88	7,393.64	Delinquent
2011	4,166.84	2,471.96	628.21	594.93	471.74	0.00	2,333.43	1,166.72	7,666.99	Delinquent
2010	4,107.22	2,429.21	655.93	571.11	450.97	0.00	2,792.91	1,396.45	8,296.58	Delinquent
2009	5,868.56	3,305.22	683.63	457.47	422.24	0.00	4,694.85	2,347.42	12,910.83	Delinquent
2008	5,012.17	3,176.63	711.36	728.67	395.51	0.00	4,611.20	2,305.60	11,928.97	Delinquent
2007	4,140.24	3,169.88	461.92	86.77	421.67	0.00	4,305.85	2,152.92	10,599.01	Delinquent
2006	4,766.06	4,138.65	0.00	0.00	627.41	0.00	5,528.63	2,764.31	13,059.00	Delinquent
2005	4,387.66	4,239.69	0.00	0.00	147.97	0.00	5,616.20	2,808.10	12,811.96	Delinquent
	45,594.20	30,055.30	5,376.735	362.76	4,799.41	0.00	33,578.93	16,789.45	95,962.58	*

* Balance due if paid by end of September 2016 .

4 AUTHORIZING THE SALE OF TAX DEED PROPERTY TO THE VILLAGE OF FAIRCHILD,
5 FOR \$1.00; DIRECTING CORPORATION COUNSEL TO PREPARE A QUIT CLAIM DEED ON
6 THE DESCRIBED PROPERTY; DIRECTING THE COUNTY CLERK TO EXECUTE SAID
7 QUIT CLAIM DEED ON BEHALF OF EAU CLAIRE COUNTY

8 WHEREAS, The Village of Fairchild, has formally applied to purchase said property in accordance
9 with the County Code; and

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

12
13 The Northeasterly 26 feet of Lots 11 and 12 and the Northeasterly 30 feet of Lots 13, 14, 15 and 16,
14 Block A, Village of Fairchild, Railway Company's Addition, Section 34, Township 25 North, Range
15 5 West, Eau Claire County, Wisconsin.

16 Computer #126-1038-10-000 PIN #18126-2-250534-410-2047

17 AND ALSO,

18 Lots 11, 12, 13 and 14 of Block A of Railway Plat of the Village of Fairchild, Eau Claire County,
19 Wisconsin, excepting the Northeasterly 30 feet off Northeasterly end of Lots 13 and 14, and
20 excepting the Northeasterly 40 feet off Northeasterly end of Lots 11 and 12.

21 Computer #126-1039-02-000 PIN #18126-2-250534-410-2049

22 AND ALSO,

23 Northeasterly 14 feet of the Southwesterly 64 feet of Lot 12, Block A, Railway Addition to Village
24 of Fairchild, Wisconsin, Eau Claire County.

25 Computer #126-1039-04-000 PIN #18126-2-250534-410-2051

26 AND ALSO,

27 Lots 29, 30, 31, and 32 of Block A, all in Railway Addition to Village of Fairchild, Wisconsin, Eau
28 Claire County.

29 Computer #126-1042-02-000 PIN #18126-2-250534-410-2079

30		
31	Delinquent General Taxes (2011-2015)	\$7,446.51
32	Estimated 2016 General Taxes	\$764.38
33	Delinquent Special Assessments (2011-2015)	\$2,349.37
34	Interest and Penalties (2011-2015)	\$5,436.25
35	Expenses	<u>\$315.16</u>
36	TOTAL	\$16,311.67
37		

38 The Village of Fairchild will be responsible for all filing fees.

39
40 NOW, THEREFORE, BE IT RESOLVED by the Eau Claire County Board of Supervisors that the
41 sale of the aforementioned described property to the Village of Fairchild, is hereby authorized for
42 \$1.00.

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

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

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ADOPTED:

Committee on Finance & Budget

Dated _____

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN EAU CLAIRE COUNTY AND THE VILLAGE OF FAIRCHILD**

I. PARTIES

This Agreement is between Eau Claire County ("County"), Wisconsin located at 721 Oxford Ave, Ste 3520 Eau Claire, WI 54703 and Village of Fairchild ("Village"), located at 241 N. Front St., Fairchild, WI 54741.

II. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall continue until the four parcels transferred by quit claim deed from the County to the Village as authorized in Eau Claire County Resolution File No. 16-17/041, a copy of which is attached as Exhibit "A" are sold by the Village and any proceeds received by the Village exceeding the cost of demolition and removal of the buildings located on the parcels, up to \$13,962.30 is paid to the County subject to the provisions of Articles III and IV.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into an intergovernmental cooperative agreement authorized by Wis. Stat. § 66.0301, whereby the Village will demolish and remove all buildings located on the four properties described in Attachment "A" and repay the County as set forth in Article IV. Payment is based on the amount of \$16,311.67, the value of the outstanding delinquent general taxes and special assessments, estimated 2016 general taxes and interest and penalties through September 2016. Of the \$16,311.67, \$2,349.37 will be charged back to the Village in 2016 for delinquent special assessments while the balance of \$13,962.30 will be reimbursed as set forth in Article IV.

IV. SCOPE OF AGREEMENT/PAYMENTS TO COUNTY

A. The County agrees to take the properties listed in Attachment "A" through the tax deed process and provide the Village with quit claim deeds to the four tax deed properties identified in Eau Claire County Board Resolution No. 16-17/041 for \$1. The Village agrees to pay the filing fee of \$30 per property for each of the four properties. Under Wis. Stat. §75.365(3), the Village is required and agrees to pay the delinquent special assessments on the four properties of \$2,349.37 within 6 months of issuance of the quit claim deeds.

B. The Village agrees to purchase the property for \$1. The Village agrees to reimburse the County for the amount forgiven, \$13,962.30 or a portion thereof, in the event that any or all of the properties are sold, less all costs it incurred for the demolition and removal of the building(s) located thereon. If the properties are not sold within 3 years, the parties agree the Village will be retaining them for purposes of this Agreement and an independent party will be hired to appraise the properties. If the appraisal exceeds the cost of demolition and removal the Village agrees to reimburse the County. The amount of the reimbursement will be the difference between the net sales proceeds and the costs incurred for the demolition and removal of the building(s). If said costs are greater than the net sales proceeds then no reimbursement will be made.

V. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon County to Eau Claire County Administrator, 721 Oxford Ave., Ste. 3520, Eau Claire, WI 54703 and upon Village to Village of Fairchild President, 241 N. Front St., Fairchild, WI 54741.

VI. MUTUAL INDEMNIFICATION.

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

VII. LIABILITY.

The parties agreed that, as related to this Agreement, any loss or expense or resultant legal liability, involving personal injury or property damage, will be the responsibility of the party whose officer, employee or agent may have caused the loss or expense by his or her respective actions, acts, activities or omissions which occurred or may occur in connection with this agreement.

VIII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

IX. SEVERABILITY

Should any article or any part of any article of this Agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other article or any part of any article in this Agreement.

X. JURISDICTION AND VENUE

The laws of the State of Wisconsin shall govern this Agreement and executed amendments thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be exclusively in Eau Claire Circuit Court, Eau Claire, Wisconsin.

XI. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XII. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

XIII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement, except in writing, signed by both parties.

XIV. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

XV. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Lessee and the Lessor relating to the subject matter.

XVI. AUTHORITY TO ENTER INTO AGREEMENT

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement and its Attachments, if any, consisting of three (3) typewritten pages; they have authority to enter into this Agreement on behalf of the Entity they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its Attachments as outlined in this Agreement.

EAU CLAIRE COUNTY:

EAU CLAIRE COUNTY ADMINISTRATOR

(Date)

VILLAGE OF FAIRCHILD:

Staci Edwards
VILLAGE OF FAIRCHILD PRESIDENT

8/30/2016
(Date)

Dawn Kuberna
VILLAGE OF FAIRCHILD CLERK

8/30/2016
(Date)



Jackie Kaul
Liability Claims Representative
Telephone: 608.229.6819
Facsimile: 608.709.7567
jkaul@wmmic.com

September 6, 2016

Attorney Keith Zehms
Corporation Counsel
Eau Claire County
721 Oxford Ave.
Eau Claire, WI 54703

RE: Brandon and Desiree Adkins v. Eau Claire County
Claim number: 2016083719
Date of Loss: 04/04/2016

Dear Attorney Zehms,

The above referenced notice of claim was filed with the County Clerk on 6/08/2016. Following a close review of the information and an investigation of the facts, it has been determined that Eau Claire County has no liability for this claim. Please request the issuance of a formal disallowance. Please provide a copy of this disallowance to WMMIC.

This claim will be closed upon receipt of the disallowance.

This document has been automatically attached to the event/claim record in Riskmaster for your reference.

Please contact me with any questions

Sincerely,

Jackie Kaul, AINS
Liability Claims Representative



Brandon and Desiree Adkins
5260 Deerfield Rd.
Eau Claire, WI 54701
815-342-3323
Brandonadkins1@hotmail.com

Eau Claire County
Kathryn Schauf, County Administrator
721 Oxford Ave., Suite 3520
Eau Claire, WI 54703

June 8, 2016

Received
JUN 17 REC'D
Eau Claire County
Administration

Official Notice of Loss

Re:5260 Deerfield Rd., Eau Claire WI 54701 Damages
Defendant: Eau Claire County
Date of Loss: April 1, 2016 – present day
Claimant: Brandon and Desiree Adkins

To whom it may concern,

On April 1st, 2016 water began to seep up through the ground on the exterior of our house as well as up through the cracks and joints in our concrete slab in our basement. Last summer Eau Claire County with its contractors raised the road adjacent to our house 4 feet and widened it 3 feet closer to our house and added a larger shoulder to the road. In addition, the county also attempted to fix a spring that would come up out of the road every spring. As a result of the county's actions, our basement has sustained substantial damages from flooding.

Per the report prepared by David Merrill, who is a P.E. with the Army Corps of Engineers, that was sent to Jon Johnson and WMMIC on May 16th, 2016, the following corrective actions should be taken at full cost to the County:

1. Reimburse the owner for damages to the property
2. Construct sufficient drainage ditching to prevent overland flow damage to the property
3. The County should construct the following groundwater drainage structures as shown in figure 5. Constructing structures a, b, and c has the highest probability of permanently solving the local drainage issues.
 - a. A tiled sump pump within the house basement.
 - b. A rock drainage layer one excavator bucket wide within the road drainage ditch with all low points a minimum of bottom of slab foundation -2 feet. Top of gravel layer to be 6

inches below grade. Trench gravel to be surrounded by a geotextile fabric. Compact gravel as necessary to maintain soil structure.

- c. A perforated drain tile with all points a minimum of 3 feet below the foundation within a gravel drainage layer one excavator bucket wide with the top 6 inches below grade. Trench gravel to be surrounded by a geotextile fabric. Compact gravel as necessary to maintain soil structure. A continuous layer surrounding the home with a sloped gradient to the south and west. Layer to terminate downstream of home on southwest side leading to perforated pipe which outlets downstream of driveway above ground. Construct maintenance hatch at perforated pipe intersection.

Since our basement flooded, we have not been able to use the bottom half of our house because of the mold that is growing and due to safety concerns from the tack strip that is fixed to the ground which has caused multiple injuries to myself and my kids. The office space that I use in the basement has also become unusable and I have had to rent office space to conduct business. My son has had to sleep in the living room for the last two + months as he has been displaced from being able to use his room from all of the mold that is growing in there. We have had a dehumidifier running constantly since the water flooded our basement to try to remove as much of the moisture as possible. All of the trim around the doors and basement is warped from the water and will all need to be replaced.

From the engineer's report, Eau Claire County Highway Department failed to plan or construct the road properly in order to account for the underground springs that are known in the area. They failed to provide proper slope in the ditch adjacent to our house to even account for surface water. They added thousands of pounds of ground pressure by raising the road level and widening the road forcing the hydraulic pressure of the ground water up into our personal residence.

As a result of the we have incurred the following damages:

Special Damages:

Sump pump installation	\$10,000.00
Basement Demolition and reconstruction	\$45,000.00
Exterior Skirt Drain Installation	\$10,000.00
Office Rental	\$ 1,800.00
French Drain installation in the ditch	*per county

Total Damages:

\$66,800.00

Sincerely,



Brandon Adkins

To: Kathryn Schauf, County Administrator
Government Center, 3rd Floor
721 Oxford Ave., Suite 3520
Eau Claire, WI 54703

From: David Merrell, P.E.
503 W. Tyler Ave.
Eau Claire, WI 54701
715-456-4786

RE: Ground water flooding damage to the property of Brandon and Desi Adkins, 5260 Deerfield Rd, Eau Claire, WI 54701.

This letter addresses groundwater flooding issues occurring at the residence of Brandon and Desi Adkins 5260 Deerfield Rd., assessor's parcel number 1802422609114400001. This letter determines that the only existing proof of change to raise the annual high groundwater table are actions caused by the Eau Claire County Highway Department for a road project on County Trunk Highway II known as Deerfield Rd constructed in 2015.

Groundwater flooding occurred in the subject home on the date of Friday April 1, 2016. Water seeped through the slab concrete foundation cracks causing water damage to the carpet and baseboards. Figure 1 below is a photo of the the saturated first floor carpet.



Figure 1 Photo of carpet and baseboard damage



Figure 2 Photo of damaged basement

Historical Drainage Setting

County Trunk Highway II has historically had annual snow melt groundwater seeping through the road pavement. Local experience was that the freeze thaw cycle would ice over the highway. Part of the road project was to attempt to mitigate the spring action by raising the road grade and constructing a spring drain to the south of the road. In addition to the raised road grade the road berm was extended in width by an elevated side slope.

The prior owner noted no groundwater flooding issues over an ownership period of 40 years. Figure 2 is a photo of the damaged carpet installation tag showing installation occurred in 1997. This is proof that no groundwater flooding has occurred in the past 19 years. The home is protected from vadose zone flooding by a shallow drainage barrier.

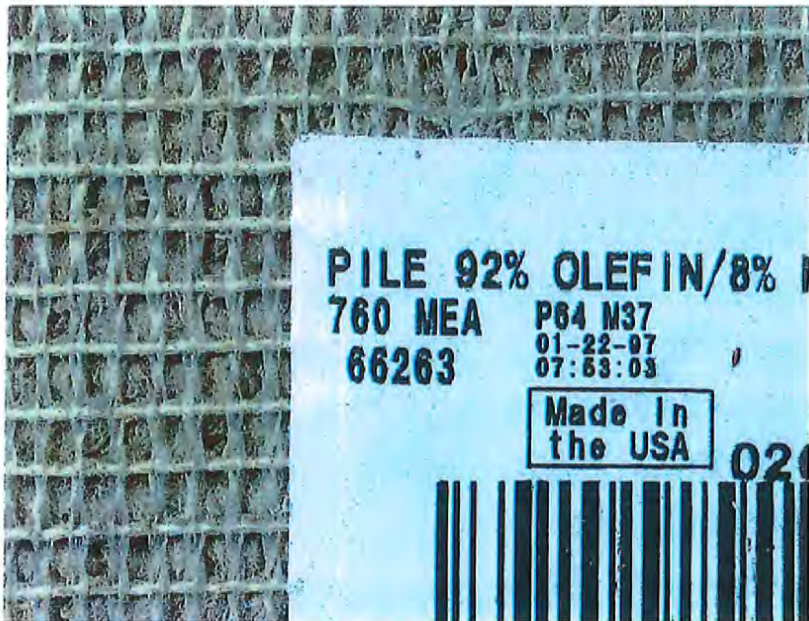


Figure 3 Photo of carpet installation tag

The local annual high groundwater table is only slightly shallow to the subject structure. A small stream runs parallel to the north of the home which is in itself spring fed (approximate coordinates 44.742749°N, 91.427931°W).

Shallow soil bore holes were taken by the county on the east, west, north, and south of the house. Mottling was found to be occurring only on the north of the home. The east, west, and south of the home were found to be free of mottling. It is reasonable that mottling would be found to the north in topography that drains toward the stream away from the house. The south and east drain towards the structure away from the road.

Mottling is indicative of frequent high groundwater (SOIL MORPHOLOGY AS AN INDICATOR OF SEASONAL HIGH WATER TABLES, <http://nesoil.com/properties/eshwt.htm>;). Therefore it is shown that the soil layers draining toward the structure do not regularly saturate. During the spring thaw of 2016 these soils were saturated as demonstrated by figure 3. Figure 4 shows a schematic of the property drainage.



Figure 4 Photo of saturated soil to SE of home

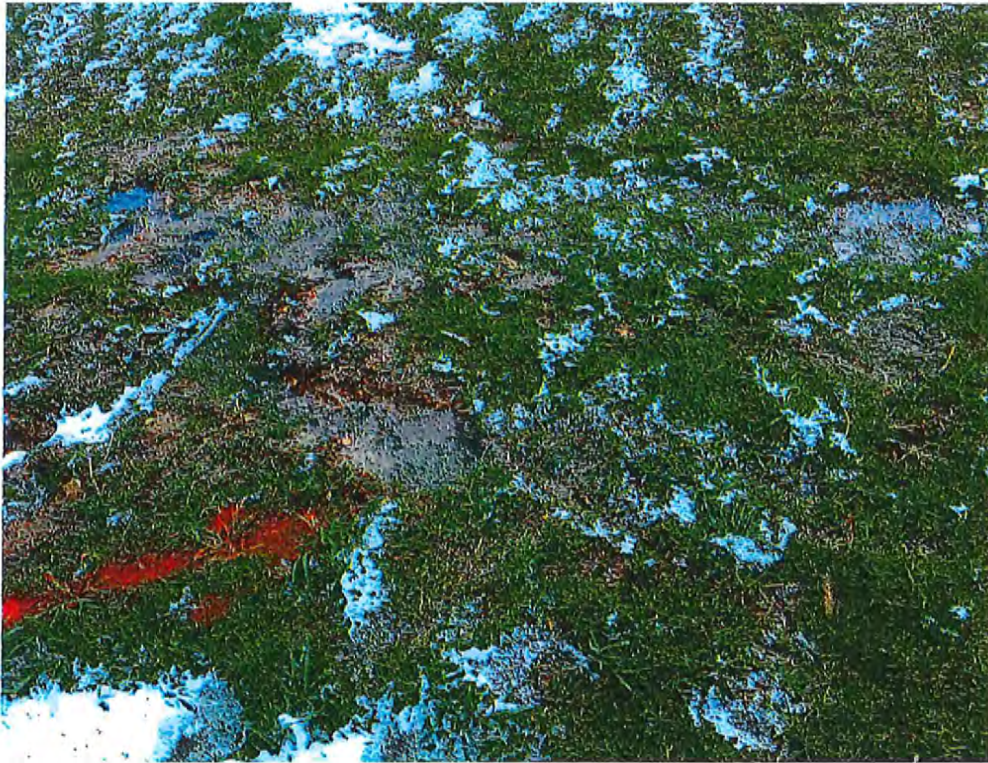


Figure 5 Photo of saturated soil to SE of home



Figure 6 Local drainage schematic, 5260 Deerfield Rd (CTH II)

The road project

The road project raised the road grade adjacent to the structure 3 to 4 feet. The spring was known to exist and mitigation was attempted by construction of a drain tile flowing towards the south away from the home. Fill of 3 to 4 feet can increase the localized soil pressures by approximately 400 – 500 psf.

In addition, road berm width extension filled existing ditching. Drainage ditching upstream of the property is well entrenched. The constructed road berm filled the property ditching and appears to no longer be protective of the property. Lateral flow appears to be possible away from the road ditching towards the house.

Conclusion

The only reasonable conclusion from available information is as follows. The home is constructed of a shallow aquifer. The historical annual high water table from the aquifer was low enough to not cause a flooding issue. The actions by the county, despite their recognized efforts to attempt to mitigate the water table have raised the water table at the house. One cause of the heightened water table is the increase in localized soil pressure under saturated conditions acting similar to a hydraulic jack transferring pressure laterally. Statements by the county that the owner is partially at fault as some other change may have occurred within the groundwater are only conjecture. In addition the poor drainage ditching constructed presents a possible future damage potential.

Recommendation

Eau Claire County should perform the following actions at full cost to the County.

1. Reimburse the owner for damages to the property
2. Construct sufficient drainage ditching to prevent overland flow damage to the property
3. The County should construct the following groundwater drainage structures as shown in figure 5. Constructing structures a, b, and c has the highest probability of permanently solving the local drainage issues.
 - a. A tiled sump pump within the house basement.
 - b. A rock drainage layer one excavator bucket wide within the road drainage ditch with all low points a minimum of bottom of slab foundation -2 feet. Top of gravel layer to be 6 inches below grade. Trench gravel to be surrounded by a permeable geotextile fabric. Compact gravel as necessary to maintain soil structure.
 - c. A perforated drain tile with all points a minimum of 3 feet below the foundation within a gravel drainage layer one excavator bucket wide with the top 6 inches below grade. Trench gravel to be surrounded by a permeable geotextile fabric. Compact gravel as necessary to maintain soil structure. A continuous layer surrounding the home with a sloped gradient to the south and west. Layer to terminate downstream of home on southwest side leading to perforated pipe which outlets downstream of driveway above ground. Construct maintenance hatch at perforated pipe intersection.

Sincerely,

David Merrell, P.E.



cc. Mr. and Mrs. Brandon Adkins