

ENROLLED ORDINANCE 166-47

AUTHORIZATION TO USE CDBG-EAP 2008 FLOOD GRANT FUNDS TO PURCHASE AND DEMOLISH SINGLE FAMILY HOUSE AT 729 MARSHALL ST, WAUKESHA, WI 53186 AND TO SELL RESULTING DEED RESTRICTED NON-BUILDABLE LOT

WHEREAS, Waukesha County was awarded Grant Funds under Community Development Block Grant -Emergency Assistance Program (CDBG-EAP) Contract # 08-25 to be used for the rehabilitation of dwelling units in Waukesha County damaged as a result of the flooding during the Federally Declared Disaster Period of June 5, 2008 through July 25, 2008, provided that the occupants of the housing unit meet Department of Housing and Urban Development income limits, and;

WHEREAS, Ryan Cohan and Sara Pagel applied for and were approved for grant assistance under this CDBG-EAP contract for rehabilitation assistance as owner-occupants of the house at 729 Marshall St, Waukesha, WI 53186, and;

WHEREAS, after careful inspection and assessment by the CDBG Program Coordinator, the Manager of the Land Resource Division of the Waukesha County Department of Parks and Land Use and the City of Waukesha Building Inspector, it has been determined that the cost to rehabilitate the structure at 729 Marshall St. Waukesha, WI 53186 would exceed the fair-market value of the structure, and;

WHEREAS, program funds may be used to acquire and demolish structurally unsound dwellings and to relocate displaced occupants in conformity with state and federal requirements regarding displacement and relocation, and;

WHEREAS, an appraisal prepared on behalf of Waukesha County in accordance with the CDBG-EAP Implementation Handbook determined the property and dwelling to have a pre-disaster value of \$120,000.00 (one hundred twenty thousand dollars), and;

WHEREAS, CDBG –EAP requires that if funding is available under grant funds that such structures be demolished and that no structures be allowed to be built on the parcel in perpetuity, and,

WHEREAS, CDBG-EAP funds are available to demolish the structures, and;

WHEREAS, adjacent property owners may be interested in purchasing the resulting non-buildable open space for a nominal fee with proceeds to be returned to the CDBG-EAP program funds.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Director of Parks and Land Use is authorized to purchase property located at 729 Marshall St, Waukesha, WI 53186 with a legal description of E50' Lots 13 & 14 Blk B Kenilworth Park Addn Pt SW1/4 Sec 3 T6N R19E (Doc 3226334) and to use \$120,000.00 of CDBG-EAP grant funds to fund the purchase.

BE IT FURTHER ORDAINED that should Waukesha County be successful in the purchase of the property at 729 Marshall St. Waukesha, WI 53186 that Director of Parks and Land Use is authorized to demolish or cause to be demolished any structures on the property and to further

effectuate a land use restriction to be recorded in the Register of Deeds that said property is to remain as non-buildable open space in perpetuity.

BE IT FURTHER ORDAINED that the Director of Parks and Land Use is authorized to effectuate the sale of the property at 729 Marshall St, Waukesha, WI for a nominal fee with funds to be returned to CDBG-EAP program funds.

FISCAL NOTE

AUTHORIZATION TO USE CDBG-EAP 2008 FLOOD GRANT FUNDS TO
PURCHASE AND DEMOLISH SINGLE FAMILY HOUSE AT 729 MARSHALL ST,
WAUKESHA, WI 53186 AND TO SELL RESULTING DEED RESTRICTED NON-
BUILDABLE LOT

This ordinance authorizes the Parks and Land Use (PLU) Department to enter into an agreement to purchase, demolish and sell the property located at 729 Marshall St in Waukesha, which was damaged by the 2008 floods. The estimated costs to repair the property exceed the value of the property. Community Development Block Grant - Emergency Assistance Program (CDBG-EAP) grant funds (from the state Department of Commerce) of \$120,000 will be used to purchase the property on the County's behalf. The lot will be sold or given away and any proceeds from the sale will be returned to the CDBG EAP program. Since the 2008 floods the Federal Emergency Management Agency (FEMA) has re-mapped this area as a flood plain, so the value of the land is minimal. Other costs, including the demolition of the property and the relocation costs for the family are not included in this ordinance, but are covered under the CDBG-EAP grant funds which are already appropriated in the 2011 Modified Budget.

This ordinance has no direct tax levy impact.



Lawrence M. Dahl
Accounting Services Manager
9/7/11

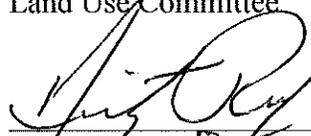
AUTHORIZATION TO USE CDBG-EAP 2008 FLOOD GRANT FUNDS TO PURCHASE AND
DEMOLISH SINGLE FAMILY HOUSE AT 729 MARSHALL ST, WAUKESHA, WI 53186
AND TO SELL RESULTING DEED RESTRICTED NON-BUILDABLE LOT

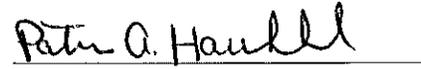
Presented by:
Executive Committee

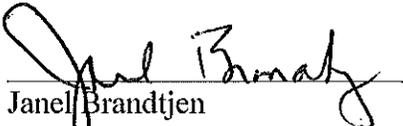
Approved by:
Land Use Committee

Approved by:
Finance Committee

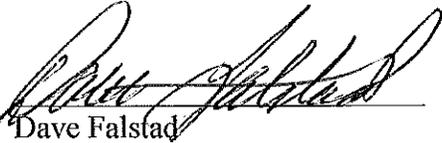

James T. Dwyer, Chair

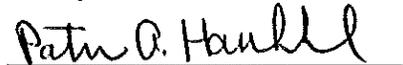

Fritz Ruf, Chair


Patricia A. Haukohl, Chair


Janel Brandtjen


Robert Hutton

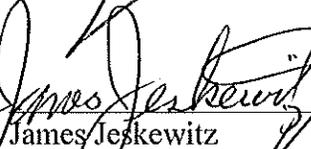

Dave Falstad

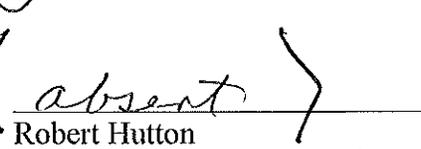

Patricia A. Haukohl


Michael J. Inda

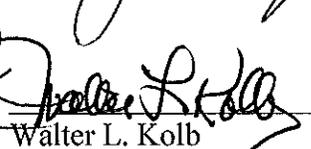

James A. Heinrich


Duane E. Paulson

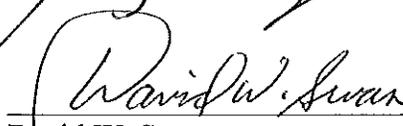

James Jeskewitz

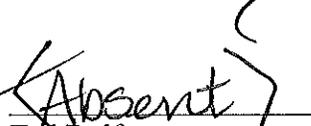

Robert Hutton

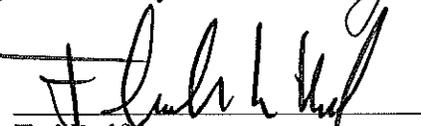

Fritz Ruf


Walter L. Kolb


Pamela Meyer

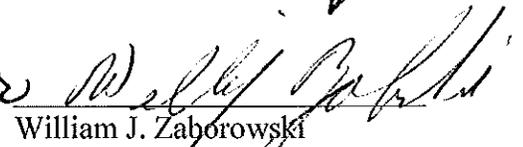

David W. Swan


Ted Rolfs


Ted Rolfs


Jean Tortomasi


Thomas J. Schellinger


William J. Zaborowski

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 9-30-2011, 
Kathy Nickolaus, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X
Vetoed: _____

Date: 10-3-11, 
Daniel P. Vrakas, County Executive

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-09/27/11

(ORD) NUMBER-1660052

1 D. FALSTAD.....AYE
 3 R. HUTTON.....AYE
 5 J. JESKEWITZ.....AYE
 7 P. HAUKOHL.....AYE
 9 J. HEINRICH.....AYE
 11 F. RUF.....AYE
 13 P. DECKER.....AYE
 15 P. MEYERS.....
 17 J. TORTOMASI.....
 19 S. WIMMER.....AYE
 21 W. ZABOROWSKI.....AYE
 23 D. DRAEGER.....AYE
 25 G. YERKE.....AYE

2 T. ROLFS.....
 4 J. DWYER.....AYE
 6 J. BRANDTJEN.....AYE
 8 T. SCHELLINGER....AYE
 10 D. SWAN.....AYE
 12 P. WOLFF.....AYE
 14 M. INDA.....AYE
 16 D. PAULSON.....AYE
 18 K. CUMMINGS.....AYE
 20 P. JASKE.....AYE
 22 P. GUNDRUM.....AYE
 24 W. KOLB.....AYE

TOTAL AYES-22

TOTAL NAYS-00

CARRIED_____

DEFEATED_____

UNANIMOUS X

TOTAL VOTES-22

Waukesha COUNTY

DEPARTMENT OF
PARKS AND LAND USE

September 8, 2011

Ryan and Sarah Cohan
729 Marshall Street
Waukesha WI 53186

RE: 729 Marshall Street
Community Development Block Grant – Emergency Assistance Award

Dear Mr. and Mrs. Cohan:

Waukesha County recently contacted you regarding the purchase of your home at 729 Marshall Street, Waukesha,. This purchase is being made pursuant to the determination that necessary flood repairs to this home exceed its fair market value. This will be a voluntary, arm's length transaction, and you will not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation.

Waukesha County, under a Community Development Block Grant – Emergency Assistance Award is offering \$120,000 for the purchase of the home. This value is based on an appraisal which was provided to you on September 1, 2011. In addition to the purchase price, you are also eligible for a maximum of \$29,000 to be used as a replacement housing grant. You will also be eligible for moving expenses and incidental replacement housing expenses.

A purchase agreement is attached. Real Estate taxes for the current year will be prorated as of the date of acquisition (closing date) based on the 2010 tax assessment, in accordance with Chapter 74.62, Wisconsin Statutes. This purchase agreement is contingent upon the following conditions:

- Satisfactory results of an environmental inspection by Waukesha County.
- Approval of this purchase by the Waukesha County Board of Supervisors.

Environmental Health Division
515 W. Moreland Blvd., AC 260
Waukesha, Wisconsin 53188
Phone: (262) 896-8300 Non-Metro: 1-800-567-2366 • Fax: (262) 896-8298

166-0-052

3.

If you choose to accept this offer, please sign and date the purchase agreement enclosed with this letter. A postage paid envelope is enclosed for your use. Please keep one copy of the purchase agreement for your records. We will need to receive this agreement before a closing on this property can be scheduled.

Waukesha County will utilize the services of Compass Title to handle the closing of this property. Compass Title requires a minimum of 2 weeks notice to schedule a closing. They will be responsible for determining loan payoffs, special assessments, tax pro-rations and providing title insurance. The actual closing will take place at their offices at 524 Bluemound Road, Waukesha.

If you have any questions, please contact Ms. Karen Braun of our staff at (262) 896-8538 or (262) 424-9032.

Sincerely,

Perry Lindquist
Waukesha County

PL/KLB/bk

Enclosures

Cc: MaryLee Richmond, Waukesha County
Karen Braun, Waukesha County

N:\DPW\Engineer\RIGHT OF WAY - miscellaneous Information\EAP Acquisition\purchase letter.doc

166-0-052

4.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - LONG FORM

LPADT151B 68 (Replaces RO692)

THIS AGREEMENT, made and entered into by and between Ryan and Sarah Cohan, Husband and Wife, hereinafter called SELLER, and Waukesha County, hereinafter called BUYER.

DESCRIPTION: The Seller agrees to sell and the Buyer agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Waukesha County, Wisconsin.

Address: 729 Marshall Street Waukesha WI 53186
Tax ID: WAKC 1307-073

Legal Description:

The rear 50.00 feet of Lots 13 and 14 In Block "B" in Kenilworth Park Addition to the Village (now City) of Waukesha, a recorded subdivision being part of the Southwest 1/4 of Section 3, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, State of Wisconsin.

Said parcel is also described in a Warranty Deed Dated November 14, 2004 and Recorded November 24, 2004 as Document Number 3226334 with the Waukesha County register of Deeds.

Seller warrants and represents to Waukesha County that Seller has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shoreland or special land use regulations affecting the property; 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

The purchase price of said real estate shall be the sum of One Hundred Twenty Thousand Dollars and No/100 (\$120,000)

THE SELLER SHALL, UPON PAYMENT OF THE PURCHASE PRICE, CONVEY THE PROPERTY BY GOOD AND SUFFICIENT WARRANTY DEED, OR OTHER CONVEYANCE PROVIDED HEREIN, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPTING: General taxes for year of closing provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to Buyer after the rent free period.

- In accordance with Comm 202.42, the SELLER shall have rent free use of the property for 30-days beginning with the next 1st or 15th. day of the month after the closing with Waukesha County, whichever is sooner.

SPECIAL CONDITIONS:

- Taxes shall be prorated at actual date of closing based on the 2010 real estate tax (2010 TAX AMOUNT \$2,576.28)
This offer is contingent upon an environmental inspection and acceptance by Waukesha County. By accepting this offer, sellers give permission for Waukesha County staff to enter property to perform environmental analysis including investigation, sampling and survey.
Closing shall take place at the offices of Compass Title, 524 Bluemound Road, Waukesha WI. Closing shall be scheduled at a mutually agreeable date and time. Seller shall give Waukesha County 2-weeks notice prior to closing date.
This agreement for purchase is subject to approval by the Waukesha County Board of Supervisors. If approval of this offer is not received by seller within 30 days of acceptance this offer shall be null and void.

THIS AGREEMENT INCLUDES THE BALANCE OF TERMS ON REVERSE SIDE.

Date
Signature Print Name SSN
Signature Print Name SSN

The Above Agreement is Hereby Accepted.
Waukesha County

(Date)
Dale Shaver, Director - Waukesha County
Department of Parks and Land use
Name and Title

THE FOLLOWING TERMS ARE PART OF THE CONTRACT

166-0-052

5.

Included in the purchase price are such of the following items as may be on the premises, which will be delivered free and clear of encumbrances: all garden bulbs, plants, shrubs and trees; screen doors and windows; storm doors and windows; electric lighting fixtures; window shades, curtain and traverse rods, blinds, and shutters; bathroom accessory fixtures; central heating and cooling units and attached equipment; water heater and softener; linoleum cemented to floors; attached carpeting and fitted rugs; awnings; exterior attached antennas and component parts; garage door opener and remote control; fireplace equipment and accessories.

ADDITIONAL ITEMS INCLUDED IN SALE: All real estate, site improvements, buildings, attached fixtures .

ITEMS NOT INCLUDED IN SALE: Personal property including all appliances, dishwasher, electric garage door opener, window treatments

General taxes levied in the year of closing shall be prorated at the time of closing on the basis of the net general taxes for the preceding year. 20107 TAX AMOUNT \$\$2,576.28

(Caution: If property has not been fully assessed, make special agreement.)

(Caution: If area assessments are contemplated, make special agreement.)

Interest, rents and water shall be prorated as the date of closing. Accrued income and expenses, including taxes for the day of closing, shall accrue to the Seller.

Special assessments, if any, for work on site actually commenced prior to date of this offer, shall be paid by Seller.

Special assessments, if any, for work on site actually commenced after date of this offer, shall be paid by Buyer.

EXISTING MORTGAGES: Mortgages existing at the time of this agreement are as follows:

Paragon Home Lending Document Number 3226335

Wells Fargo Financial Bank Document Number 3610100

~~RIGHT OF TENANTS. The Seller agrees to furnish the Buyer with copies of any existing leases or agreements made with tenants, if any.~~

PHYSICAL DAMAGE TO PREMISES. In the event the premises shall be damaged from any cause, including fire or elements, prior to the time of closing, this agreement may be canceled at the option of the Buyer. Should the Buyer elect to carry out this agreement despite such damage, the Buyer shall be entitled to all the credit for the insurance proceeds resulting from such damage, not exceeding, however, the purchase price.

The Seller hereby agrees, for himself, his personal representatives, his heirs, executors and administrators, that he will save harmless Waukesha County from any and all claims for personal injury or damages to personal property on the premises, or any other claims which may be made by reason for such injury or damage during the period the Seller is in possession of the said premises. The Seller also grants to Waukesha County, its agents and assigns, the right to inspect the premises at reasonable times. The Seller assumes all responsibility for the proper maintenance of the premises to and including the date of vacation as herein above agreed.

The Seller further agrees to pay all utility bills, and present evidence of such payment, prior to receiving the final payment under this agreement to convey the subject premises.

~~The Seller further agrees to secure quit claim deeds from any and all parties having an interest in the subject premises by reason of existing share well agreements, or easements for the purpose of water rights and septic disposal rights.~~

~~The Seller further agrees to save the County harmless from any and all obligations to participate in the payment of costs accrued by reason of the operation of said water well or septic disposal system. The Seller agrees to furnish proper documents to effect these releases.~~

~~The Seller also agrees to physically detach the lateral pipes leading into the subject residence from the well casing, and properly seal the casing in conformance with the recommended procedure of the State Board of Health for the partial abandonment of water wells.~~

PARTIES BOUND. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of all parties.

No representations other than those expressed herein, either oral or written are a part of this sale.

The Seller acknowledges receipt of a copy of this agreement.