

*Enrolled* 158-6  
PROPOSED ORDINANCE ~~158-11~~

1  
2  
3 DETERMINATION OF NECESSITY AND RELOCATION ORDER  
4 FOR THE EXPANSION OF THE WAUKESHA COUNTY JUSTICE  
5 CENTER WAUKESHA COUNTY PROJECT 200211  
6

7 WHEREAS Waukesha County intends to construct an addition to the Waukesha County Justice  
8 Center (the "Project"), and  
9

10 WHEREAS the County does not possess all the property rights needed for said project, and  
11

12 WHEREAS the County wishes to purchase a parcel of land known as 1118 Buena Vista Avenue,  
13 City of Waukesha and further described as: Lot 14 of Griffin Heights Addition, being part of the  
14 Southeast One Quarter of Section 34, Town 7 North, Range 19 East, City of Waukesha, County  
15 of Waukesha, State of Wisconsin, and  
16

17 WHEREAS in accordance with Chapter 32.06(2)(a), Stats, this parcel should be purchased at an  
18 appraised value as stated in the Sales Contract dated April 14, 2003, and on file with the County  
19 Clerk, and  
20

21 WHEREAS following the purchase of said parcel, the County will have all site improvements  
22 razed in preparation for the Project.  
23

24 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES  
25 ORDAIN that the acquisition of the subject property is necessary and the relocation order  
26 allowing acquisition of said property to permit the Project is hereby issued pursuant to Section  
27 32.06(1) and 59.52(6)(a) Stats.  
28

29 BE IT FURTHER ORDAINED that said parcel of land be purchased and the terms and  
30 conditions of the executed offer to purchase dated April 14, 2003 and on file with the County  
31 Clerk's office be adopted.  
32

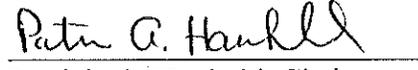
33 BE IT FURTHER ORDAINED that all site improvements be razed from this parcel following  
34 the completion of the purchase.

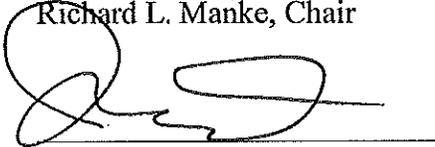
DETERMINATION OF NECESSITY AND RELOCATION ORDER  
FOR THE EXPANSION OF THE WAUKESHA COUNTY JUSTICE  
CENTER WAUKESHA COUNTY PROJECT 200211

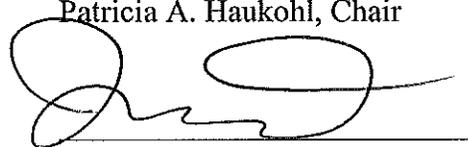
Presented by:  
Public Works Committee

Approved by:  
Finance Committee

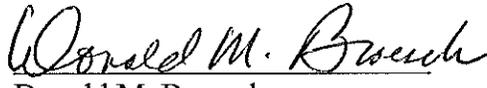
  
Richard L. Manke, Chair

  
Patricia A. Haukohl, Chair

  
James R. Behrend

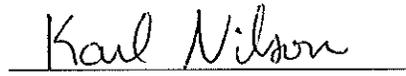
  
James R. Behrend

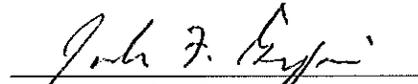
  
Genia C. Bruce

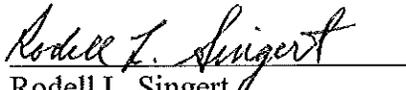
  
Donald M. Broesch

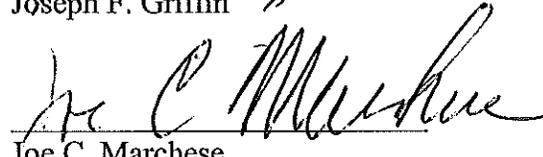
  
Hank Carlson

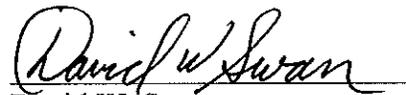
  
Genia C. Bruce

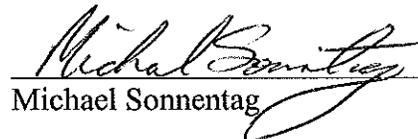
  
Karl Nilson

  
Joseph F. Griffin

  
Rodell L. Singert

  
Joe C. Marchese

  
David W. Swan

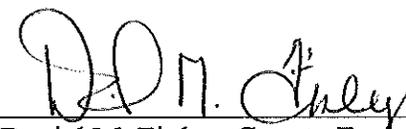
  
Michael Sonnentag

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

Date: May 14, 2003,   
Kathy Nickolaus, County Clerk

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

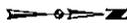
Approved:   
Vetoed:

Date: 5-15-03,   
Daniel M. Finley, County Executive



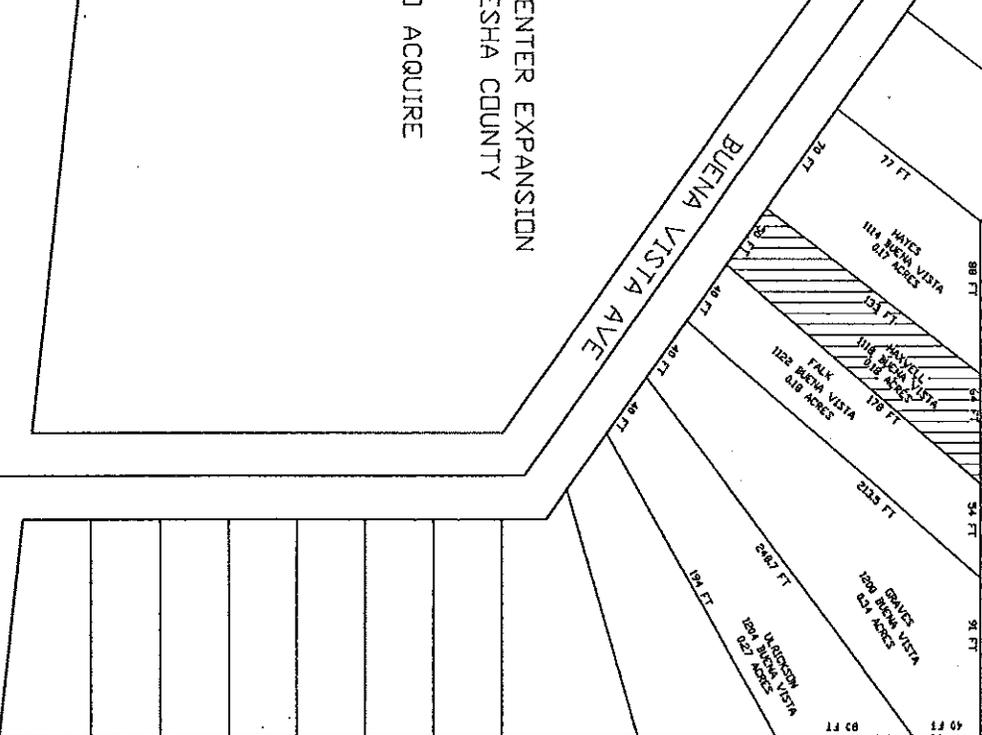
PARCEL TO ACQUIRE

JUSTICE CENTER EXPANSION  
WAUKESHA COUNTY



PEWAUKEE ROAD

BUENA VISTA AVE



WAUKESHA COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
(SUBJECT TO COUNTY BOARD APPROVAL)

THIS AGREEMENT, Made and entered into by and between Harry D. Maxwell and Florence Marian Maxwell, 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:

Tax Key No.: WAKC 1000-022

Lot 14, Griffin Heights Addition. Further identified as 1118 Buena Vista Avenue. Said land being in the City of Waukesha, Waukesha County, Wisconsin.

The purchase price of said real estate shall be the sum of One Hundred Five Thousand and No/100

Dollars, (\$ 105,000.00 ).

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 and

provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to Buyer on date of closing.

Physical occupancy shall be given to Buyer on Date of closing within 30 Days of H.M. FMM

Closing under (oral lease) (written lease), which terms are:

SPECIAL CONDITIONS: This transaction is exempt from State of Wisconsin Rental Weatherization Program requirements.

This agreement for purchase is subject to acceptance by Buyer. If this agreement is not accepted by Buyer within 60 days after Seller's signature, this agreement shall be null and void.

This transaction is to be closed at the office of Buyer's title insurance company

on or before September 23 2002, or at such other time and place as may be agreed to in writing by the Buyer

and Seller. May 20, 2003 H.M. FMM

THIS AGREEMENT INCLUDES THE BALANCE OF TERMS ON REVERSE SIDE.

X Harry D. Maxwell  
(Seller) Harry D. Maxwell

Florence M. Maxwell  
(Seller) Florence Marian Maxwell

Date \_\_\_\_\_

The Above Agreement Is Hereby Accepted.

Date 4-14-03

Rilla Bulte

Waukesha County

63 THE FOLLOWING TERMS ARE PART OF THE CONTRACT ON REVERSE SIDE

64  
65 Included in the purchase price are such of the following items as may be on the premises, which will be delivered free and clear  
66 of encumbrances: all garden bulbs, plants, shrubs and trees; screen doors and windows; storm doors and windows; electric  
67 lighting fixtures; window shades, curtain and traverse rods, blinds, and shutters; bathroom accessory fixtures; central heating  
68 and cooling units and attached equipment; water heater and softener; linoleum cemented to floors; attached carpeting and fitted  
69 rugs; awnings; exterior attached antennas and component parts; garage door opener and remote control; fireplace equipment  
70 and accessories

71  
72 ADDITIONAL ITEMS INCLUDED IN SALE: None

73 \_\_\_\_\_

74 \_\_\_\_\_

75  
76 ITEMS NOT INCLUDED IN SALE: All appliances, furnishings and personal property of Seller.

77 \_\_\_\_\_

78 \_\_\_\_\_

79  
80 General taxes levied in the year of closing shall be prorated at the time of closing on the basis of the net general taxes  
81 for the preceding year.

82 (Caution: - If property has not been fully assessed, make special agreement.)  
83 (Caution: - If area assessments are contemplated, make special agreement.)  
84

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

87 Special assessments, if any, for work on site actually commenced prior to date of this offer, shall be paid by Seller.  
88 Special assessments, if any, for work on site actually commenced after date of this offer, shall be paid by Buyer.  
89

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

91 A first mortgage held by NONE, Mortgagee, and a subsequent

92 mortgage held by NONE, Mortgagee.  
93

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

96 PHYSICAL DAMAGE TO PREMISES. In the event the premises shall be damaged from any cause, including fire or  
97 elements, prior to the time of closing, this agreement may be canceled at the option of the Buyer. Should the Buyer elect to  
98 carry out this agreement despite such damage, the Buyer shall be entitled to all the credit for the insurance proceeds resulting  
99 from such damage, not exceeding, however, the purchase price.  
100

101

102 The Seller hereby agrees, for himself, his personal representatives, his heirs, executors and administrator, that he will  
103 save harmless Waukesha County from any and all claims for personal injury or damages or personal property on the  
104 premises, or any other claims which may be made by reason for such injury or damage during the period the Seller is in  
105 possession of the said premises. The Seller also grants to the Waukesha County, its agents and assigns, the right to inspect the  
106 premises at reasonable times. The Seller assumes all responsibility for the proper maintenance of the premises to and including  
107 that date of vacation as herein above agreed.  
108

109 The Seller further agrees to pay all utility bills, and presents evidence of such payment, prior to receiving the final  
110 payment under this agreement to convey the subject premises.  
111

112 ~~The Seller further agrees to secure quit claim deeds from any and all parties having in interest in the subject premises~~  
113 ~~by reason of existing shared well agreements, or easement for the purpose of water rights and septic disposal rights.~~  
114

115 The Seller further agrees to save Waukesha County harmless from any and all obligations to participate in the  
116 payment of costs accrued by reason of the operation of said water well or septic disposal system. The Seller agrees to furnish  
117 proper documents to affect these releases.  
118

119 The Seller also agrees to physically detach the lateral pipes leading into the subject residence from the well casing, and  
120 properly seal the casing in conformance with the recommended procedure of the State Board of Health for the partial  
121 abandonment of water wells.  
122

123 PARTIES BOUND. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns  
124 of all parties.  
125

126 No representations other than those expressed herein, either oral or written are a part of this sale.  
127

128 The Seller acknowledges receipt of a copy of this agreement.  
129

130  
131 *Compensation for additional items of damage listed in Sec. 32.195 Wisconsin Statutes, has not been included.*  
132 *If any such items are shown to exist, the owner may file claims as provided in Sec. 32.20, Wisconsin Statutes.*

FISCAL NOTE

DETERMINATION OF NECESSITY AND RELOCATION ORDER FOR THE  
EXPANSION OF THE WAUKESHA COUNTY JUSTICE CENTER  
WAUKESHA COUNTY PROJECT 200211

This ordinance authorizes the purchase of a land parcel and improvements to accommodate the Waukesha County Justice Center expansion project as planned in the County Grounds Master Plan Acquisition capital project. The ordinance authorizes the razing of site improvements currently on the property. An agreement has been signed with the current owners to acquire the parcel for \$105,000. Demolition costs will be determined after the current occupants are relocated due to the need to test for asbestos, and will be subject to the approval of the Public Works Committee. Funds for this acquisition have been appropriated in Capital Project 200211.

This ordinance results in no additional direct tax levy impact.



Lawrence M. Dahl  
Accounting Services Manager

04/15/03

lmd  
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158-0-002

5.

WAUKESHA COUNTY BOARD OF SUPERVISORS

EO 158-6

V

DATE-05/13/03

(ORD) NUMBER-1580002

- 1 K. HERRO.....AYE
- 3 D. STAMSTA.....AYE
- 5 J. MARCHESE.....AYE
- 7 J. JESKEWITZ.....AYE
- 9 P. HAUKOHL.....AYE
- 11 K. HARENDA.....AYE
- 13 J. MORRIS.....AYE
- 15 D. SWAN.....AYE
- 17 J. BEHREND.....AYE
- 19 M. SONNENTAG.....AYE
- 21 W. KOLB.....AYE
- 23 P. PRONOLD.....AYE
- 25 K. CUMMINGS.....AYE
- 27 D. PAULSON.....AYE
- 29 M. THOMAS.....AYE
- 31 V. STROUD.....AYE
- 33 D. PAVELKO.....AYE
- 35 C. SEITZ.....AYE

- 2 R. THELEN.....AYE
- 4 H. CARLSON.....AYE
- 6 D. BROESCH.....AYE
- 8 J. DWYER.....AYE
- 10 S. WOLFF.....AYE
- 12 J. GRIFFIN.....AYE
- 14 J. LA PORTE.....AYE
- 16 R. MANKE.....AYE
- 18 D. FANFELLE.....
- 20 M. KIPP.....
- 22 G. BRUCE.....AYE
- 24 A. SILVA.....AYE
- 26 S. KLEIN.....AYE
- 28 P. JASKE.....AYE
- 30 K. NILSON.....AYE
- 32 P. GUNDRUM.....
- 34 R. SINGERT.....AYE

TOTAL AYES-32

TOTAL NAYS-00

CARRIED\_ X

DEFEATED\_

UNANIMOUS X

TOTAL VOTES 32