

STATE OF WISCONSIN

BRANCH 40
CIRCUIT COURT

MILWAUKEE COUNTY

CITY OF MILWAUKEE,

Plaintiff,

v.

KENNETH D. CHURCHILL, III,

Defendant.

Case No. 17-CV-1135

Case Code No. 3074

Other Injunction/Restraining Order

STIPULATION AND ORDER FOR DISMISSAL

The Plaintiff, City of Milwaukee (the “City”), by its attorneys, Grant F. Langley, City Attorney, by Assistant City Attorney Heather Hecimovich Hough, and the Defendant, Kenneth D. Churchill, III by his attorneys, Terry D. Teper and Bryan M. Ward, hereby stipulate and agree as follows:

1. Defendant is an adult resident of the State of Wisconsin and at the time of filing this lawsuit, was the sole owner of the twelve (12) properties located in

the City of Milwaukee subject to this lawsuit at the following addresses: 3015 South 11th Street, 2071 South 5th Place, 1558 West Cleveland Avenue, 1430 West Greenfield Avenue, 2363 South 9th Street, 1730 South 26th Street, 1206 South 18th Street, 2418 South 16th Street, 2061-63 South 7th Street, 1908-10 South 5th Place, 1425-1427 West Greenfield Avenue, and 1525-1527 South 22nd Street (collectively, “the properties”).

2. Defendant has sold 9 of the 12 properties and currently owns three (3) remaining properties subject to this lawsuit located in the City of the Milwaukee at the following addresses: 2071 South 5th Place, 1730 South 26th Street, and 1206 South 18th Street (collectively, “the remaining properties”).

3. The facts in the City’s complaint (the “Complaint”) shall be taken as true and uncontested.

4. Based on the facts in the Complaint filed by the City, the properties and Defendant’s negligent management practices are declared a public nuisance pursuant to Wis. Stat. §§ 823.02, 823.09 and 823.113.

5. Defendant agrees to sell the remaining properties so that Defendant no longer owns any residential properties in the City of Milwaukee.

6. Defendant agrees to inform the City of any offers to purchase for the remaining properties and Defendant shall not reject any offers without informing the City prior to rejecting.

7. Defendant agrees that all potential buyers of the remaining properties shall be vetted by the City of Milwaukee for approval or rejection.

8. Defendant agrees that any future purchases of real property in the City of Milwaukee will require this Court’s approval.

9. Both parties hereby agree that the court-appointed receiver shall be terminated effective

as to the date of signing this stipulation.

10. Both parties hereby agree that all remaining receiver fees shall be paid out of the Trust that is currently held by the receiver (“the Trust”).

11. Both parties hereby agree that the management company, Ogden, retained by the court-appointed receiver shall continue to manage the Remaining Properties until they are sold to a third-party buyer.

12. Both parties hereby agree that Ogden’s fees shall be paid out of rents collected from the remaining properties and any outstanding fees as of the date of the execution of this stipulation be paid out of the proceeds of the Trust.

13. Defendant agrees to provide the City of Milwaukee a payment of \$15,000 from the funds held in Trust to the City of Milwaukee general fund to be used towards anti-drug or anti-prostitution initiatives in Milwaukee Police District 2.

14. Both parties hereby agree that any remaining funds in the Trust after payment to Defendant’s attorneys, the receiver, to Ogden, and to the City of Milwaukee shall be returned to Defendant.

15. Both parties hereby agree that any future proceeds from the sale of the remaining properties shall go directly to Defendant.

16. It is agreed by the parties that this stipulation should not be used as admissions to be applied to any other legal proceeding and are limited to only the above-captioned matter.

17. Upon any violation of any of the terms of this stipulation, a receiver selected by the City shall be appointed to manage the remaining properties pursuant to Wis. Stat. § 823.23.

18. Upon any violation of any of the terms of this stipulation, a receiver selected by the City shall have the right to sell the remaining properties with the proceeds to be used for payment of

the receiver and any remaining proceeds to be directed to the City of Milwaukee.

Dated and signed at Milwaukee, Wisconsin this ____ day of July, 2018.

By:

GRANT F. LANGLEY
City Attorney

HEATHER HECIMOVICH HOUGH
State Bar No. 1092637
Assistant City Attorney
Attorney for Plaintiff

Dated and signed at Milwaukee, Wisconsin this ____ day of July, 2018.

By:

Terry A. Teper
State Bar No.
Attorney at Law
Attorney for Defendant

Bryan M. Ward
State Bar No.
Attorney at Law
Attorney for Defendant

ORDER

Based upon the foregoing Stipulation of the parties,

IT IS HEREBY ORDERED:

1. This matter is hereby dismissed in its entirety, without prejudice, subject to the terms of the Stipulation of the parties.

2. An order to this effect may be entered by the Court without further notice.

Dated this ____ day of July 2018.

BY THE COURT:

REBECCA F. DALLET
Circuit Judge, Branch 40