City of Milwaukee

Legislation Details (With Text)

File #:	231602	**Version:**	1	
Type:	Resolution	**Status:**	Passed	
File created:	2/6/2024	**In control:**	COMMON COUNCIL	
On agenda:		**Final action:**	4/9/2024	
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Title: Substitute resolution authorizing the acceptance of an unsolicited offer to purchase from St. Bakhita Catholic Worker, Inc., or assignee, for the City-owned residential property located at 3144-46 North 2nd Street, in the 6th Aldermanic District.

Sponsors: ALD. COGGS

Indexes: CITY PROPERTY, PROPERTY SALES

Attachments: 1. Land Disposition Report and Due Diligence Checklist, 2. Fiscal Impact Statement, 3. Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
2/6/2024	0	COMMON COUNCIL	ASSIGNED TO		
3/27/2024	1	CITY CLERK	DRAFT SUBMITTED		
4/4/2024	1	ZONING, NEIGHBORHOODS & DEVELOPMENT COMMITTEE	RECOMMENDED FOR ADOPTION	Pass	5:0
4/9/2024	1	COMMON COUNCIL	ADOPTED	Pass	15:0
4/15/2024	1	MAYOR	SIGNED		

231602
SUBSTITUTE 1

ALD. COGGS
Substitute resolution authorizing the acceptance of an unsolicited offer to purchase from St. Bakhita Catholic Worker, Inc., or assignee, for the City-owned residential property located at 3144-46 North 2nd Street, in the 6th Aldermanic District.

This substitute resolution authorizes the sale of City-owned real estate that has been acquired by means of property tax foreclosure to St. Bakhita Catholic Worker Inc., or it's assignee.

Whereas, The neighborhood property at 3144-46 North 2nd Street (tax key 2822761000) (the "Property") was acquired by the City of Milwaukee ("City") through in rem property tax foreclosure in December of 2022; and

Whereas, The Property was severely distressed and boarded when the City acquired the property and was vandalized during the course of City ownership; and

Whereas, The Property's scope of work is estimated by the Department of Neighborhood Services ("DNS") to be $141,350, which is 165 percent of the Assessed Value; and

Whereas, The Property is qualified for demolition under standard DNS procedure and the applicable State of Wisconsin statute § 66.0413; and

Whereas, St. Bakhita Catholic Worker, Inc., or assignee ("Buyer") owns and occupies the parcel immediately to the south of the Property; and

Whereas, The Buyer operates their building to the south of the Property as a Catholic Worker House devoted to providing a supportive community for women escaping sexual exploitation and human trafficking; and

Whereas, The Buyer desires to acquire the Property and demolish the structure on the Property at Buyer's sole expense; and

Whereas, The Buyer will perform all demolition and abatement activities in compliance with all applicable federal, state and local codes, statutes, and ordinances at Buyer's sole expense; and

Whereas, After demolition of the building on the Property, the Buyer shall construct a healing garden at the Property in compliance with all applicable federal, state and local codes, statutes and ordinances for the use of its participants in order to provide additional healing modalities at the Property; and

Whereas, The file sponsor recommends a sale of the property to the Buyer for a purchase price of $1.00 which represents monetary and non-monetary compensation under MCO 304-49-4 -c due to the Buyer taking on the obligation to demolish the structure on the Property as Buyer's sole expense, which otherwise would have been completed by the City at the City's expense; and

Whereas, The deed of sale will contain performance restrictive covenants; and

Whereas, The Buyer is a non-profit with current tax-exempt status for its property located to the south of the Property to be sold; and

Whereas, The Buyer will be obligated to sign a deed with a joinder restriction contained therein which will attach the healing garden space to the current property of the Buyer; and

Whereas, The Buyer will likely continue to apply for tax exemption for its holdings; now, therefore,be it

Resolved, That the Department of City Development ("DCD") is authorized to enter into a Purchase and Sale Agreement for the Property with the Buyer, provided that the Buyer agrees to the following conditions:

1) Buyer shall demolish structure on the Property within a mutually acceptable timeframe after closing.

2) Buyer shall obtain permits for and hire licensed professionals to perform all demolition and abatement activities to demolish the structure on the Property in compliance with all applicable federal, state and local codes, statutes, and ordinances at Buyer's sole expense.

3) Buyer shall combine its existing property at 3138 North 2nd Street with the Property, and will obtain, at its expense, a survey and/or a Certified Survey Map to do so, if necessary.

4) Buyer shall construct a healing garden after the demolition of the structure on the Property is complete, and shall obtain permits and make all improvements to the site in a manner fully compliant with all applicable federal, state and local codes, statutes and ordinances.

5) Buyer agrees and consents that the purchase price shall equal the sponsor of the file's recommendation, which is $1.00 plus buyer to pay all closing costs, prorations and title fees, if any.

6) Buyer shall provide, prior to closing, documented evidence of financial ability to pay to perform all work documented in the Purchase and Sales Agreement, and understands that all evidence of financing will be verified by DCD.

7) Buyer shall provide site designs and preliminary plans to DCD for review and commentary.

8) Buyer passes all City's standard buyer checks.

9) Buyer closes the sale no later than 90 days following the certification of this file; and, be it

Further Resolved, That the Common Council of the City of Milwaukee waives section 304-49-13 for the sale of the Property under the above terms only; and, be it

Further Resolved, That if the sale does not close within 90 days of the date this resolution is certified, the offer shall be deemed to be rejected; and, be it

Further Resolved, That upon sale closing, sale proceeds will be distributed as required by MCO 304-49-12.
DCD:Amy.Turim:aet
03/27/24