



## Legislation Text

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**File #: 180605, Version: 1**

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180605

Substitute 1

### THE CHAIR

Substitute resolution authorizing the settlement and receipt of \$15,000 in the matter of City of Milwaukee v. Kenneth Churchill, a nuisance abatement lawsuit;

This resolution authorizes the settlement and receipt of \$15,000 in the matter of City of Milwaukee v. Kenneth Churchill, a nuisance abatement lawsuit;

Whereas, Mr. Churchill owned 12 properties in the City of Milwaukee which had a number of nuisance issues, and

Whereas, The City asserted the following cause of action: Wis Stat. §823.02 Nuisance - that the court deem Mr. Churchill's mismanagement of the properties a nuisance, and

Whereas, The City asserted the following cause of action: Wis. Stat. §823.113 Drug House nuisance - that 6 of the 12 properties had 11 historic drug house nuisance designations and that the court find that the properties were drug house nuisance, forcing the sale of the properties with proceeds of the sale to benefit the City based on statute, and

Whereas, The City asserted the following cause of action: Wis. Stat. §823.09 Bawdy House nuisance - prostitution related activity was occurring at one property and the court deemed that property to be a bawdy house, and

Whereas, The City asserted the following cause of action: Wis. Stat. §823.02 Nuisance per se - that the substantial number of municipal citations issued at the properties and the number of outstanding code violations that existed at the properties deemed the properties nuisance per se, and

Whereas, When the City filed its suit, we also filed a motion for a temporary injunction for a receiver to be appointed to abate the nuisance activities at the properties, and

Whereas, after hearings were held on the injunction the court determined that Mr. Churchill's mismanagement of the properties was a nuisance and appointed a receiver, and

Whereas, the nuisance activity has been abated at the properties, and

Whereas, Mr. Churchill's attorneys and the City Attorney's Office are amendable to the following settlement term: That Mr. Churchill sells all of his City of Milwaukee properties, and

Whereas, Mr. Churchill's attorneys and the City Attorney's Office are amendable to the following settlement term: Monetary settlement to the City to include a flat \$15,000 payment to the City's general fund for anti-drug and/or anti-prostitution initiatives in Milwaukee Police District 2 with all remaining proceeds being returned to Mr. Churchill, and

Whereas, Mr. Churchill's attorneys and the City Attorney's Office are amendable to the following settlement term: That the receiver be released, but that Ogden continue to manage the remaining properties until the time they are sold, and

Whereas, Mr. Churchill's attorneys and the City Attorney's Office are amendable to the following settlement term: That should Mr. Churchill wish to purchase property in the City of Milwaukee in the future, he would need Court approval to do so.

City Attorney

HHH:mal

July 23, 2018

