



Legislation Text

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Fiscal Note

The 2010 Police Department Capital Budget includes \$2,000,000 for a training facility (Project No. 9, 810642). The proposed acquisition cost, prorated real estate taxes and related closing costs are approximately \$1,670,000. The remaining \$330,000 will be used for remodeling and furnishing the facility.

Title

Authorizing an Offer to Purchase to Wildcat Investment Partnership to acquire the land and building located at 5702 Femrite Drive for the establishment of a Madison Police Department training facility.

Body

The Madison Police Department (MPD) has long striven to recruit, hire and train a diverse workforce to provide the highest quality, professional police service. This process includes conducting an internal Preservice Academy to ensure that all recruit officers are sufficiently trained in a community policing model that promotes problem-solving, community involvement, proactive policing and all technical aspects of police services. MPD's Academy is one of only several police academies in the State, including Milwaukee, Wisconsin State Patrol and the statewide program operated by the Technical College System. For 14 years, MPD has collaborated with Madison Area Technical College and utilized space at the Commercial Avenue Campus. In late 2008, MATC informed the City that the Commercial Avenue Campus would be utilized for non-police functions and would therefore not be available for MPD's Academy beginning in 2009. MPD's Training Team quickly developed temporary training space in a leased vehicle storage facility. In the long term, that space is inadequate for the wide variety of training needs of new and continuing officers. Therefore, funding was included in the 2010 Capital Budget to purchase a facility for the purpose of training police personnel. The MPD and Office of Real Estate Services have identified a suitable property located at 5702 Femrite, which consists of a building containing 22,500 square feet of warehouse space and 8,000 square feet of office space and is located on approximately 4.13 acres of land.

NOW, THEREFORE BE IT RESOLVED that the Common Council of the City of Madison authorizes an Offer to Purchase ("Offer") to Wildcat Investment Partnership or assigns (the "Seller") for approximately 4.13 acres of land and building improvements located at 5702 Femrite Drive (collectively, the "Property"), as shown and identified on attached Exhibit A, subject to the following terms and conditions:

- 1. Purchase Price.** The total "Purchase Price" for the Seller's interest in the Property shall be One Million Six Hundred and Forty Thousand Dollars (\$ 1,640,000.00), payable in cash at closing.
- 2. Title Insurance.** The Seller shall provide to the City at the Seller's expense at least ten (10) business days prior to closing a commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount of the Purchase Price. The commitment shall show title to the Property, as of a date no more than fifteen (15) days before such title proof is provided to the City, to be in condition called for in the Offer, subject only to liens which will be paid out of the proceeds of the closing and to any standard title insurance exceptions acceptable to the City. The City shall notify the Seller of any valid objection to title, in writing, prior to closing. The Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and closing shall be extended as necessary for this purpose. Should the Seller be unable or unwilling to carry out the Offer by reason of a valid legal defect in title which the City is unwilling to waive, the Offer shall be void.

3. Closing.

- a. The City agrees to draft and the Seller agrees to execute a Warranty Deed conveying the Property to the City free and clear from all liens and encumbrances, excepting the following: municipal and zoning ordinances and agreements entered under them, the landmark designation, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.
- b. The transaction is to be closed on or before March 20, 2010 at the offices of the title insurance company issuing the commitment for title insurance, unless the parties agree in writing to another date or place.
- c. The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-up and other private and municipal charges, property owner's association assessments, and fuel. Any income, taxes, and expenses shall accrue to the Seller and be prorated through the day prior to closing. Net general taxes shall be prorated based on the net general taxes for the current year, if known, or latest assessment times the latest known mill rate.
- d. The City shall pay all recording/filing fees; except that the Seller shall pay the recording/filing fees for such documents as are required to be recorded/filed in order to cause title to the Property to be in the condition called for by the Offer.
- e. The Seller shall pay all real estate transfer taxes payable pursuant to Section 77.25, Wisconsin Statutes, if any.

4. Improvements. Prior to closing, the Seller agrees to paint the "office" walls and replace carpeting in the "office area" to the specifications of City staff. If both parties agree to close prior to completion of the improvements, funds as determined by a proposal acceptable to the City shall be escrowed to pay for the unfinished improvements.

BE IT FURTHER RESOLVED, that this resolution authorizes the Mayor and City Clerk to execute any and all documents necessary to complete this transaction in a form acceptable to the City Attorney.