



Legislation Text

File #: 05709, Version: 2

Fiscal Note

Sales proceeds are estimated to range from \$950,000 to \$1,048,000 depending on the final square footage amount determined by a final land survey. Net sale proceeds (after deduction of closing costs which should not exceed \$25,000) will be credited to the City's General Land Acquisition Fund unless the Council directs that these revenues be deposited in an alternative fund, such as the Affordable Housing Trust Fund.

Title

SUBSTITUTE - Declaring the former Dudgeon School building and a parcel of land under and immediately adjacent to the building located at 3200 Monroe Street surplus to the needs of the City and authorizing its sale to Wingra School, Inc. ("Wingra") for the renovation, expansion and continued use of the building as a school and dedicating the lands north and south of the parcel of land being sold to Wingra as parkland. 10th Ald. Dist.

Body

PREAMBLE

On November 13, 1979 the Common Council of the City of Madison adopted a resolution (Resolution No. 35,138 File No. 389-79) authorizing the acquisition of the former Dudgeon School building ("Building") and all of the land in Block 21 of the Plat of the First Addition to Wingra (collectively the "Property") from the Board of Education. The resolution also provided that the City execute a lease with Child Development, Inc. for its continued use of the Property and "that the property not be dedicated permanently for park purposes, but merely assigned as park space from year-to-year, subject to annual review by the City". The Dudgeon Center for Community Programs ("DCCP") succeeded Child Development, Inc. and has leased the Property from the City from 1983 to the present. The DCCP subleases portions of the building to several not-for-profit organizations including Wingra School, Inc. ("Wingra") The City's Park Division has maintained and improved the Property as park space since acquisition by the City.

In 2005 the Park Division declared the Building surplus to its needs and, pursuant to the City's surplus property disposal policy, other City departments were notified that the property had been surplus but no department expressed interest in the Property. If no City department expresses its interest in a surplus property it can be sold to a current tenant if it is determined to be in the best interests of the City. The DCCP expressed interest in acquiring the Building and the Common Council adopted a resolution on April 19, 2005 (File No. 00780) approving its intent to sell the Building and lease the land under and immediately adjacent to the Building to the DCCP for its continued use as an education-centered and community based services and program center. The resolution authorized the Real Estate Section to negotiate the terms and conditions of the sale of the Building and a ground lease with the DCCP and to submit said terms and conditions to the Common Council for approval. Subsequent to the adoption of the resolution DCCP elected not to pursue acquisition of the Building.

Subsequent to the DCCP electing not to acquire the Building, Wingra has requested that the City sell the Property to it. The Real Estate Section and Wingra have negotiated the terms and conditions for a sale of the Property. Said terms and conditions of sale require Common Council approval. Additionally, this resolution will authorize the dedication of the lands north and south of the Property for parkland.

The Board of Park Commissioners reviewed and agreed with what is being proposed in this resolution at its February 14, 2007 meeting.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Madison declares the following described real property surplus to its needs

- The former Dudgeon School building, commonly known as the Dudgeon Center for Community Programs (the "Building"); and
- Lots 4, 5, 6, 7, 8, 19, 20, 21, 22, 23, and portions of Lots 3, 9, 18 and 24 of Block 21 of the Plat of the First Addition to Wingra (the "Lots").

(Together, the Building and the Lots shall hereinafter be collectively referred to as the "Property". The Property is more specifically described on the attached Exhibit 1)

and hereby determines that it is in the best interests of the City to sell the Property to Wingra School, Inc. ("Wingra") on the following terms and conditions:

1. The purchase price for the Property shall be based on the number of square feet of land in the Lots multiplied by \$18.23 per square foot. A Certified Survey Map as provided in Section 5 herein shall determine said square feet. The purchase price shall be payable in cash at closing.
2. The closing for the purchase of the Property shall be on or before April 30, 2007 unless the parties agree upon another date at a place and time to be determined by the parties.
3. The City agrees to execute and deliver to Wingra at closing a Quit Claim Deed conveying the Property to Wingra free and clear of liens and encumbrances except municipal ordinances, including zoning ordinances, recorded easements and taxes for the year of closing, if any.
4. The City shall provide to Wingra, at the City's expense prior to closing, a commitment from a title insurance company licensed in Wisconsin to issue title insurance on the Property in the amount of the total purchase price for the Property upon the recording of proper documents.
5. Prior to closing, the City shall process and create a three lot Certified Survey Map ("CSM") of Block 21 of the plat of the First Addition to Wingra to facilitate the purchase of the Property by Wingra. The CSM will create one lot incorporating the Property and two additional lots incorporating the Parkland, as defined in Section 10 herein, and all other features agreed to by the parties.
6. The purchase of the Property shall be on an "as-is" basis, without representation or warranty except as to matters of title.
7. The City makes no warranties or representations with regard to the environmental condition of the Property, and Wingra hereby accepts the Property "as-is" with regard to its environmental condition.
8. The transaction shall not include any personal property of the City except for those items agreed to by Wingra and City at time of closing. Transfer of title to any items agreed to by the parties shall be by Bill of Sale.
9. Wingra and its successor and assigns shall use Lots 4 and 23 and those portions of Lots 3 and 24 of Block 21 of the Plat of the First Addition to Wingra for facility improvements in order to meet ADA, building code and school safety requirements. Those improvements shall include, but not be limited to, the construction of an 2 ½ story extension to the building, an elevator and reception area with central offices for school administration,

improved parking, additional landscaping, circulation improvements, a fire lane, and a pedestrian bridge from the second story to the playground (see Exhibit 2 attached).

10. The City agrees to designate certain lands in front and back of Building as parkland (the "Parkland") (see Exhibit 1 attached) and grant, at no cost, a limited easement ("Limited Easement") to Wingra over said Parkland for use as open space and playground areas. Once designated Parkland by the City and upon grant of the Limited Easement, control and maintenance, including all improvements and equipment, of the Parkland shall be the responsibility of Wingra. All improvements made by Wingra on the Parkland shall require prior written approval of the Park Superintendent. The Limited Easement shall terminate upon Wingra's discontinuance of the use of the Property as a school. The City shall not alter the designation of the Parkland as long as Building remains used by Wingra for the operation of a school. During such period, Wingra shall have the right to control access and use of the Parkland during official school hours and scheduled school activities, with the intent that the Parkland, and all improvements and equipment on the Parkland, be available to the general public during typical Madison Parks hours of operation, except when such use is incompatible with school uses.
11. The City agrees to grant a temporary construction and restoration easement ("Temporary Easement") to Wingra over that portion of the Parkland north of the Building ("Temporary Easement Area") to facilitate construction activities associated with the proposed addition to the Building and restoration activities, as described herein. Wingra shall pay to the City a Temporary Easement fee of Two Thousand Five Hundred Dollars (\$2,500). The Temporary Easement shall terminate eighteen (18) months after it is granted by the City or upon completion of construction and restoration activities, whichever occurs first. Upon completion of construction activities, Wingra shall restore the Temporary Easement Area at its sole cost and expense, to a condition equal to or better than the condition of the Temporary Easement Area prior to the commencement of construction activities. Wingra will employ best efforts in designing the improvements and throughout construction and restoration activities prevent or minimize any damage to the oak tree on the northwest corner of Lot 23.
12. In the event that the City desires to dispose of the Parkland, Wingra shall have the right of first refusal to purchase the Parkland from the City at a purchase price established by an appraisal obtained by the City and on such other terms and conditions agreed to by the parties. This condition is only assignable to another school. Otherwise, this condition is not assignable and shall terminate upon Wingra's discontinuance of the use of the Property as a school.
13. Upon purchase of the Property and for as long as the Building is operated as a school, Wingra and its successors and assigns shall establish and implement a space reservation schedule policy allowing the Building to be used for public and private neighborhood uses as specified within that policy. Such uses shall may include a polling place and include, but not be limited to, use for use as a polling location and the other types of public and private neighborhood uses including neighborhood meetings as the schedule permits similar to how for which the Building is currently used.
14. The City shall be responsible for any and all special assessments, area assessments, connection charges, interceptor charges or any other charges payable to any municipality or utility with regard to the Property as of the date of closing.

15. The City shall terminate all leases on the Property prior to closing.

16. The City shall deliver to Wingra forty-eight (48) hours prior to closing, to the extent that it has such documents, full-size copies of (a) all original drawings of the Building, (b) all surveys of the Property, (c) all environmental assessments, inspections, studies and evaluations of the Property, and (d) all building condition and inspection reports relating to the Building.

17. The offer to purchase the Property shall be contingent upon Wingra obtaining all necessary approvals, including, but not limited to, Plan Commission, Urban Design Commission, Parks Commission and Common Council approvals as may be required for a PUD/GDP zoning change for a two and one-half story extension of the Building, the City's designation of the land in front and back of Building as parkland, the replacement of all windows, the elimination of chimneys, elimination of the current boiler system structure, improved parking, circulation, child drop-off area and playground and fire lane.

18. Wingra commits to consult with the local neighborhood association on improvements to the Building and adjacent property including the extension, site, and playground design, and the staging of construction. Wingra will create a neighborhood liaison committee for that purpose that will remain active as long as Wingra owns and operates the Building until completion of the extension, site improvements and playground improvements. Wingra further commits to work with the Alder for the District in which the Property is located and City staff.

19. From the date of execution hereof and until the execution of a written offer to purchase or the termination of negotiations on or before March 31, 2007, whichever first occurs, the City (and its agents and representatives) will not take, directly or indirectly, any action to initiate, continue, assist, solicit, negotiate, encourage or accept any offer or inquiry from any person or entity regarding any sale, dividend, or other disposition of any portion of the Property, or any transaction regarding the City which would result in any sale, disposition or transfer of any portion of the Property.

20. Each party shall be responsible for and bear all costs and expenses incurred by it in connection with the transaction contemplated hereby.

21. No party may assign any of its rights, interests or obligations hereunder without the prior written approval of the other party.

BE IT FURTHER RESOLVED that those City-owned lands in front and back of the Building as shown on the attached Exhibit 1 be dedicated as parkland ("Parkland") and that the City shall not alter the designation of the Parkland as long as the Building remains used by Wingra for the operation of a school.

BE IT STILL FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any and all documents that may be necessary to accomplish the actions authorized by this resolution.

BE IT FINALLY RESOLVED that the net sale proceeds shall be deposited in the Affordable Housing Trust Fund pursuant to MGO 4.22(3)(c)4.