

File Number

R-2004-0186

Title

Resolution

### City of West Allis Matter Summary

Status

In Committee

7525 W. Greenfield Ave. West Allis, WI 53214

Resolution approving a Planned Development Agreement by and between the City of West Allis and Chr. Hansen, Inc., a Wisconsin Corporation, for new construction and expansion of the Chr. Hansen campus located in the area of 9015 W. Maple St., pursuant to Sec. 12.61 of the West Allis Revised Municipal Code Controlling Body: Safety & Development Committee Introduced: 6/1/2004 COMMITTEE RECOMMENDATION AYE NO SECONDER PRESENT **EXCUSED** MOVER ACTION Barczak DATE: Czaplewski Dobrowski 6/1/04 Kopplin Laisic Narlock Reinke Sengstock Vitale Weigel TOTAL SVGNATURE OF COMMITTEE MEMBER Vice-Chair Member ADOPT COMMON COUNCIL ACTION MOVER SECONDER AYE PRESENT EXCUSED ACTION Barczak DATE: Czaplewski Dobrowski JUN 0 1 2004 Kopplin Laisic Narlock Reinke Sengstock Vitale Weigel TOTAL

CC: Dev. Dept.
Bldg & Zoning

Planning & Zoning

## STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL 2004

#### **ADMINISTRATION & FINANCE**

#### Chair: Michael J. Czaplewski Vice-Chair: Martin J. Weigel Gary T. Barczak

Thomas G. Lajsic Rosalie L. Reinke

#### PUBLIC WORKS

#### Chair: Richard F. Narlock Vice-Chair: Linda A. Dobrowski

Kurt E. Kopplin Vincent Vitale James W. Sengstock

#### SAFETY & DEVELOPMENT

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Gary T. Barczak Martin J. Weigel Rosalie L. Reinke

#### LICENSE & HEALTH

Chair: Kurt E. Kopplin Vice-Chair: James W. Sengstock Linda A. Dobrowski Richard F. Narlock Michael J. Czaplewski

#### **ADVISORY**

Chair: Rosalie L. Reinke Vice-Chair: Gary T. Barczak Linda A. Dobrowski Vincent Vitale Martin J. Weigel

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#### City of West Allis

7525 W. Greenfield Ave. West Allis, WI 53214

1. F. J. . . . . .

#### Resolution

File Number: R-2004-0186 Final Action:

JUN 0 1 2004

Resolution approving a Planned Development Agreement by and between the City of West Allis and Chr. Hansen, Inc., a Wisconsin Corporation, for new construction and expansion of the Chr. Hansen campus located in the area of 9015 W. Maple St., pursuant to Sec. 12.61 of the West Allis Revised Municipal Code

WHEREAS, Chr. Hansen, Inc. (the "Developer"), a Wisconsin Corporation with principal offices at 9015 West Maple Street, has submitted an application for new construction and expansion of the Chr. Hansen campus, and for a Planned Development District-Commercial/Industrial pursuant to Section 12.61 of the West Allis Revised Municipal Code for certain lands depicted and described as:

A tract of land located in the Northwest ¼ of Section 4, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Lots 1 and 2 in Block 5, Lots 1 thru 16 in Block 6, Lots 1 thru 3 in Block 10, all being in Conrad's West Allis Gardens Subdivision, and Lots 1, North 55 feet of Lot 2, Lots 5 thru 12 in Block 3, being in Assessors Plat 255, and Parcel B of Certified Survey Map No. 1064. All that land being located in Northwest 1/4 of Section 4, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Beginning at the Northeast corner of said Parcel B; thence Southerly, 55.72 feet; thence Westerly 40.00 feet; thence Southerly, 105.40 feet, along east line of said Parcel B, to the north right-of-way line of West Mitchell Street; thence continue Southerly, 60.00 feet, along said east line extended to the south right-of-way line of West Mitchell Street; thence Easterly, 543.41 feet, along said south right-of-way line, to the west right-of-way line of South 89th Street; thence Southerly, 210.19 feet, along said west right-of-way line; thence Easterly, 30.00 feet, at right angle to the said west right-of-way line; thence Southerly, 335.00 feet, parallel with said west right-of-way line; thence Westerly, 615.77 feet; thence Northerly, 303.15 feet; thence Easterly, 90.00 feet; thence Northerly 165.00 feet; thence Westerly, 127.00 feet, to the east right-of-way line of South 92nd Street; thence Northerly, 103.25 feet, to the south right-of-way line of West Mitchell Street; thence Northeasterly, 60.49 feet, to the north right-of-way line of West Mitchell Street; thence Southeasterly, 98.00 feet, along said north right-of-way line, to the south line of Wisconsin Electric right-of-way; thence Northeasterly, 300.29 feet, along said south right-of-way line, to the Point of Beginning of this description.

Said land contains 10.387 acres, more or less.

Said land being located at:

9015 W. Maple St.

Tax Key No. 451-0264-001

17\*\* S. 91 St.

Tax Key No. 451-0273-000

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1719 S. 89 St.
                        Tax Key No. 451-0401-002
17** S. 89 St.
                        Tax Key No. 451-0403-005
15** S. 90 St.
                        Tax Key No. 451-0404-001
8902 W. Maple St. and 1743 S. 89 StTax Key No. 451-0405-000
                           Tax Key No. 451-0406-000
8908 W. Maple St.
8914 W. Maple St.
                           Tax Key No. 451-0407-001
89** W. Maple St.
                           Tax Key No. 451-0454-000
89** W. Maple St.
                           Tax Key No. 451-0453-000
                        Tax Key No. 451-0272-000
1701 S. 91 St.
15** S. 91 St.
                        Tax Key No. 451-0274-000
                           Tax Key No. 451-0271-000
9029 W. Mitchell St.
                           Tax Key No. 451-0270-000
9023 W. Mitchell St.
                           Tax Key No. 451-0269-000
9019 W. Mitchell St.
                           Tax Key No. 451-0268-000
9015W. Mitchell St.
                           Tax Key No. 451-0267-000
9009 W. Mitchell St.
9001 W. Mitchell St.
                           Tax Key No. 451-0266-000
                           Tax Key No. 451-0400-001
8917 W. Mitchell St.
8905 W. Mitchell St.
                           Tax Key No. 451-0396-001
1717 S. 89 St.
                        Tax Key No. 451-0403-002
                        Tax Key No. 451-0403-003
1721 S. 89 St.
                           Tax Key No. 451-0395-000
9106 W. Mitchell St.
                           Tax Key No.451-0393-005
9032 W. Mitchell St.
                        Tax Key No. 451-0257-000
1700 S. 92 St.
                               and the North 55' of Tax Key No.451-0258-000
North 55' of 1706 S. 92 St.
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WHEREAS, the Application was forwarded to the Plan Commission for review and recommendation and its recommendation has been received; and,

WHEREAS, the Common Council has duly noticed and held a Public Hearing on June 1, 2004, on the Application; and,

WHEREAS, the Common Council, after due consideration, finds that the proposed development as set forth in the Application, with certain conditions, meets the standards set forth in Sections 12.61(6) and (7) of the West Allis Revised Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Application, a copy of which is attached hereto and made a part hereof, be and is hereby approved subject to additional conditions set forth in the Planned Unit Development-Commercial/Industrial Agreement hereinafter identified.

BE IT FURTHER RESOLVED that the Agreement for Planned Unit Development-Commercial by and between Chr. Hansen, Inc. (the "Developer"), a Wisconsin Corporation with principal offices at 9015 W. Maple St., and the City of West Allis, a copy of which is attached and made a part hereof, be and is hereby approved and that the Mayor and City Administrative Officer-Clerk/Treasurer are hereby authorized and directed to execute and deliver said Agreement on behalf of the City, together with all such other and further instruments and documents, as may be required by said Agreement, for its full and complete implementation.

City of West Allis Page 2 of 3 Printed on 6/1/2004

BE IT FURTHER RESOLVED that the Official City Zoning Map be and is hereby amended by overlay of the Planned Development District-Commercial/Industrial approved hereby.

cc: Dept. of Development

Dept. of Building Inspections and Zoning

Div. of Planning & Zoning

ZON-R-432\6-1-04\jmg

ADOPTED

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

Jeannette Bell, Mayor

#### PLANNED DEVELOPMENT AGREEMENT

This Agreement made and entered into by and between the CITY OF WEST ALLIS, a Municipal Corporation with principal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 (the "City"), and CHR. HANSEN, INC., a Wisconsin Corporation, having an office at 9015 W. Maple St., West Allis, Wisconsin 53214 (the "Developer")

#### WITNESSETH:

WHEREAS, the Developer desires to improve and develop for commercial use certain lands in the City of West Allis, Milwaukee County, Wisconsin, depicted and legally described in Exhibit "A", attached hereto and made a part hereof (the "Site"); and,

WHEREAS, The developer owns, in fee or otherwise retains a legal or equitable interest in separate parcels of the Site; and,

WHEREAS, the Developer has made application to the Common Council of the City (the "Common Council") to establish a Planned Development District-Commercial-Industrial pursuant to Section 12.61 of the Revised Municipal Code of the City (the "Application", City Clerk File No. 2004-0222, dated May 4, 2004) to permit the development of a commercial project on the Site (the "Project"); and,

WHEREAS, the Application was referred to the Planning Commission for review and recommendation and its recommendation has been received; and,

WHEREAS, a public hearing on the Application was duly noticed and held by the Common Council on June 1, 2004; and,

WHEREAS, the Common Council is authorized to establish planned development districts for commercial uses pursuant to Section 62.23(7)(b) of the Wisconsin Statutes and Section 12.61 of the Revised Municipal Code of the City; and,

WHEREAS, the Common Council has approved the Application, subject to the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants hereinafter set forth, the parties agree:

- 1. **Binding Effect.** It is intended and determined that the provisions of this Agreement shall constitute covenants, which shall run with the land for the benefit thereof, and the provisions hereof shall bind and inure to the benefit of the parties and their respective successors in interests from the effective date of this Agreement.
- 2. Site Development. Subject to the terms and conditions of this Agreement, the Site shall be developed in accordance with the site, landscaping and architectural plans approved

by the Plan Commission pursuant to Section 12.13 of the Revised Municipal Code, copies of which are attached hereto and made a part hereof as Exhibit "B" (the "Development Plan"). There shall be a thick "urban forest" landscape buffer, to be approved by the City Forester, to screen all parking areas from the street. Within one year of Common Council approval of the Planned Development District-Commercial-Industrial, the developer shall apply to vacate S. 91 St. just south of W. Mitchell St., as well as W. Mitchell St. between S. 91 St. and S. 92 St.

- 3. **District Regulations.** The permitted uses of the Site, the density and intensity of said uses, the maximum height, bulk and size of proposed buildings and structures and their location on the Site shall be as set forth in Chapter 12 of the Revised Municipal Code.
- 4. Use, Occupancy and Operation. Permitted uses shall be used, occupied, operated and maintained in accordance with all applicable federal, state and local laws, statutes, ordinances and regulations, the Application and this Agreement.
- 5. Licenses, Permits and Approvals. In addition to the approval of its Application, the Developer will secure all permits, licenses and approvals from the City, State and other governmental authorities which are required for the razing, construction, use, occupancy and operation of the Project. The Developer agrees that it has sole responsibility for making application for the permits, licenses and other approvals for the Project and will prepare all plans and/or specifications and pay all fees required in connection therewith including the fees for the vacation of the streets. The City, its officers or agents, as the case may be, may, in the exercise of their reasonable discretion, decide in good faith not to issue any required permit, license or approval to permit the construction, use, occupancy and operation of the Site as contemplated by this Agreement because of the Developer's failure to comply with applicable laws, ordinances or regulations.
- 6. **Development Schedule.** All of the properties indicated in the plan to be demolished shall be razed by September 1, 2004. Construction of the Project shall commence no later than one (1) year from the date of approval of the Development Plan by the Plan Commission as provided in Section 12.13(7)(c) of the Revised Municipal Code. This Agreement shall lapse and be of no effect upon failure to commence construction as herein provided.
- 7. Not a Joint Venture. The Developer and the City hereby renounce the existence of any form of joint venture or partnership between among them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.
- 8. Cooperation. Each party shall execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.
- 9. Amendments. The parties agree that no changes in the approved Application and related conditions shall be made unless agreed in writing by all parties and authorized by the Common Council in accordance with the procedures set forth in Section 12.61(14) of the

Revised Municipal Code of the City. No amendments will be made in the approved Development Plan or related conditions unless such amendments are agreed to in writing by all parties and are shown to be required by changes that have occurred in conditions since the Development Plan and related conditions were approved, or by a change in the development policies of the City.

- 10. Subsequent Actions. This Agreement shall not prevent the Common Council in subsequent actions applicable to the Site from applying new rules, regulations and policies which do not conflict with those rules, regulations and policies applicable to the Site as set forth herein; and which do not materially alter any obligations of Developer. Nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development applications for the Site on the basis of such existing or new rules, regulations and policies. Nothing in this Agreement shall, in any manner, limit the ability of the Common Council to exercise its legal authority to legislate.
- 11. Conveyance. Until the City certifies that all building construction and other physical improvements specified in the Development Plan have been completed, the Developer shall have no power to convey or otherwise transfer the Site, or any part thereof, without the consent of the City (which consent shall not unreasonably be withheld or delayed) and no such consent shall be given unless the grantee of the Developer is obligated, by written instrument, to the City to carry-out the Development Plan in accordance with the Development Schedule and also that the grantee and the successors and assigns of the grantee, shall have no right or power to convey or otherwise transfer the Site, or any part thereof, or erect or use any building or structure erected thereon free from obligation and requirement to conform to the approved Development Plan and any amendments thereof, as stated in the Development Agreement language.
- 12. Assignment. No party shall assign or transfer any of its interests, rights or obligations under this Agreement without the prior written consent of the others which consent shall not unreasonably be withheld or delayed.
- Remedies. Any party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforcement by a specific performance the obligations and rights of the parties hereto. No consequential, indirect, incidental or exemplary damages of any kind shall be recoverable in any action by any party, whether based on contract, negligence, strict liability or otherwise.
- 14. No Waiver. Failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition in this Agreement and breach thereof may be waived, altered or modified except by written instrument executed by the party to be bound. The waiver of any breach by any party shall not affect or otherwise alter this Agreement, but each and every covenant, agreement, term or condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

15. Severability. If any provision of this Agreement, the Development Plan and/or related conditions are held by a court of competence jurisdiction to be invalid, void or enforceable, the remaining provisions thereof shall continue in full force and effect.

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- 16. Governing Law. This Agreement shall be construed under and enforced in accordance with Wisconsin Law.
- 17. Construction. City and Developer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
- 18. No Personal Liability. Under no circumstances shall any alderperson, officer, official or employee of the City have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- 19. Third Parties. This Agreement is made solely for the benefit of the parties, their respective successors and assigns in interest, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.
- 20. **Memorandum.** The parties agree that at the request of the City they will execute a Memorandum of this Agreement to be recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin.
- 21. Time is of the Essence. Time is of the essence with regard to all dates and time periods set forth herein and the attached exhibits.
- 22. Entire Agreement. This Agreement, including the exhibits and attachments annexed hereto, constitute the entire Agreement and supersedes all other prior agreements and understandings, both written and oral, by the parties or any of them, with respect to the subject matter hereof.
- 23. **Common Council Approval.** This Agreement shall be effective only after approval by the Common Council, and the execution and delivery thereof by the parties.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties here onto set forth their hands and seals this day of <u>fune</u>, 2004.

#### **CITY OF WEST ALLIS**

Jeannette Bell, Mayor

Attest:

Paul M. Ziehler

City Administrative Officer

City Clerk/Treasurer

State of Wisconsin)

) ss

Milwaukee County)

On this 4 day of 5 day of 5 2004, personally came before me Jeannette Bell and Paul M. Ziehler, to me known to be the Mayor and City Clerk/Treasurer, respectively, of the City of West Allis and the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: -10-10-

(SIGNATURES CONTINUED ON NEXT PAGE)



region ( Village Suc

Donald H. Combs, Chief Executive Officer

President

State of Wisconsin)

Milwaukee County)

On this 22nd day of July, 2004, personally came before me, Donald H. Combs, President and Chief Executive Officer, of the above-named company, to me known to be a member of said company, acknowledged that he executed the foregoing instrument as such officer as the deed of said company, by its authority.

Notary Public, State of Wisconsin

My Commission Expires: 2/12/2006

This Agreement was approved by the Common Council of the City of West Allis by Resolution No.R-2004-0186, adopted June 1, 2004, and approved on June 4, 2004...

q\p\h-2pdd\&h\p\jmg June 1, 2004

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#### Exhibit A

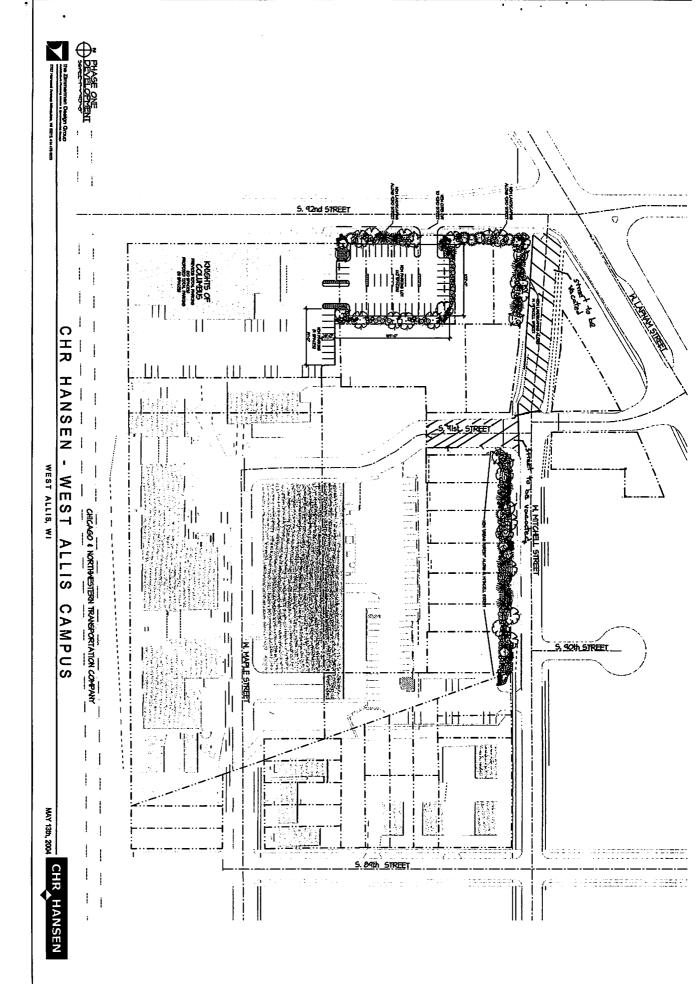
Lots 1 and 2 in Block 5, Lots 1 thru 16 in Block 6, Lots 1 thru 3 in Block 10, all being in Conrad's West Allis Gardens Subdivision, and Lots 1, North 55 feet of Lot 2, Lots 5 thru 12 in Block 3, being in Assessors Plat 255, and Parcel B of Certified Survey Map No. 1064. All that land being located in Northwest ¼ of Section 4, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Beginning at the Northeast corner of said Parcel B; thence Southerly, 55.72 feet; thence Westerly 40.00 feet; thence Southerly, 105.40 feet, along east line of said Parcel B, to the north right-of-way line of West Mitchell Street; thence continue Southerly, 60.00 feet, along said east line extended to the south right-of-way line of West Mitchell Street; thence Easterly, 543.41 feet, along said south right-of-way line, to the west right-of-way line of South 89<sup>th</sup> Street; thence Southerly, 210.19 feet, along said west right-of-way line; thence Easterly, 30.00 feet, at right angle to the said west right-of-way line; thence Southerly, 335.00 feet, parallel with said west right-of-way line; thence Westerly, 615.77 feet; thence Northerly, 303.15 feet; thence Easterly, 90.00 feet; thence Northerly 165.00 feet; thence Westerly, 127.00 feet, to the east right-of-way line of South 92<sup>nd</sup> Street; thence Northerly, 103.25 feet, to the south right-of-way line of West Mitchell Street; thence Northeasterly, 60.49 feet, to the north right-of-way line of West Mitchell Street; thence Southeasterly, 98.00 feet, along said north right-of-way line, to the south line of Wisconsin Electric right-of-way; thence Northeasterly, 300.29 feet, along said south right-of-way line, to the Point of Beginning of this description.

Said land contains 10.387 acres, more or less.

Said land being located at:	
9015 W. Maple St.	Tax Key No. 451-0264-001
17** S. 91 St.	Tax Key No. 451-0273-000
1719 S. 89 St.	Tax Key No. 451-0401-002
17** S. 89 St.	Tax Key No. 451-0403-005
15** S. 90 St.	Tax Key No. 451-0404-001
8902 W. Maple St. and 1743 S. 8	89 StTax Key No. 451-0405-000
8908 W. Maple St.	Tax Key No. 451-0406-000
8914 W. Maple St.	Tax Key No. 451-0407-001
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9019 W. Mitchell St.	Tax Key No. 451-0269-000
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9009 W. Mitchell St.	Tax Key No. 451-0267-000

Tax Key No. 451-0266-000 9001 W. Mitchell St. Tax Key No. 451-0400-001 8917 W. Mitchell St. Tax Key No. 451-0396-001 Tax Key No. 451-0403-002 8905 W. Mitchell St. 1717 S. 89 St. Tax Key No. 451-0403-003 1721 S. 89 St. Tax Key No. 451-0395-000 9106 W. Mitchell St. Tax Key No.451-0393-005 9032 W. Mitchell St. Tax Key No. 451-0257-000 and the North 55' of Tax Key No.451-0258-000 1700 S. 92 St. North 55' of 1706 S. 92 St.



Planning Application Form

City of West Allis ■ 7525 West Greenfield Avenue, West Allis, Wisconsin 53214
414/302-8460 ■ 414/302-8401 (Fax) ■ http://www.ci.west-allis.wi.us

Applicant or Agent for Applicant  Name BARRY KELLER	Agent is Representing (Owner Leasee)
Company CHR. HANSEN, INC.	Name
Address 9015 W. MAPLE STREET	Company
City WEST ALLIS State WI Zip 53214	Address
Daytime Phone Number 262-814-2145	City State Zip
E-mail Address BKELLFR@CHR-HANSEN-US.COM	Daytime Phone Number
	E-mail Address
Fax Number 262-814-2181  Project Name/New Company Name (If applicable)	Fax Number
PDD, RESEARCH CENIER, CORPORATE OFFICE	Application Type and Fee (Check all that apply)
Check if the above is agent for applicant and complete Agent is Representing Section in upper right of form.	Request for Rezoning: \$500.00 (Public Hearing required)
Agent Address will be used for all offical correspondence.	Existing Zoning: Proposed Zoning:
U 2 COURT OF MANAGEMENT AND A STATE OF THE	Request for Ordinance Amendment \$500.00
Property Information	Special Use: \$500.00 (Public Hearing required)
Property Address 9015 W. MAPLE STREET	☐ Transitional Use \$500.00 (Public Hearing Required)
Tax Key Number(SEE ATTACHED)	Level 1 Site, Landscaping, Architectural Plan Review \$100.00
Current Zoning M1, C2, RB2	Level 2 Site, Landscaping, Architectural Plan Review \$250.00
Property Owner <u>CHR. HANSEN, INC.</u>	Level 3 Site, Landscaping, Architectural Plan Review \$500.00
Property Owner's Address 9015 W. MAPLE STREET	☐ Site, Landscaping, Architectural Plan Amendments \$100.00
WEST ALLIS, WI 53214	☐ Certified Survey Map: \$500.00 + \$30.00 County Treasurer
Existing Use of PropertyFOOD_INGREDIENT	Planned Development District \$1500.00(Public Hearing required)
MANUFACTURING	☐ Subdivision Plats: \$1500.00 + \$100.00 County Treasurer + \$25.00 for
Lot Size APPROX. 10 ACRES	reapproval
Structure Size (SEE ATTACHED) Addition	Signage Plan Review \$100.00 Sign: Permit Fee
Construction Cost Estimate: Hard Soft X Total \$20 MILLION	
Landscaping Cost Estimate > \$50,000	— Oshooptaar Frojest Flevion
Total Project Cost Estimate: \$20 MILLION	Street or Alley Vacation: \$500.00
For Multi-tenant Buildings, Area Occupied	CITY OF WES
Previous Occupant N . A .	DEPARTMENT OF NEW
Attach legal description for Rezoning, Conditional Use or Pla	nned Development District (PDD).  APR 1 4 2004
Attach detailed description of proposal.	BECEIVED
•	
Attached Plans Include: (Application is incomplete without required plans	, see handout for requirements)
Site Plan	☑ Legal Description ☑ Certified Survey Map
☑Landscaping/Screening Plan ☐Grading Plan ☐Utility System Plar	ARCHITECTURAL RENDERING
NOTE: SITE PLAN, LANDSCAPING PLAN, AND	ARCHITECTURAL RENDERINGS , ,
Applicant or Agent Signature	ar Zella Date: 4/14/04
Subscribed and sworn to me this	$\supset$
14th day of april 2004	
Notice Ribles Alson m Hugat	Please do not write in this box
Notary Public:	Application Accepted and Authorized by:
My Commission:	
Please make checks payable to:	Date:
City Of West Allis	Meeting Date:
/ ×/	Total Fee:
Steve Schoer	
and something	

# Chr. Hansen, Inc. Attachment to <u>Planning Application Form</u> Application for PDD for 9015 West Maple Street West Allis, Wisconsin

#### Brief History of Chr. Hansen, Inc. in West Allis

Chr. Hansen, Inc. is a wholly owned subsidiary of Chr. Hansen Holding A/S of Denmark, a global producer of food and pharmaceutical ingredients. Its tagline is "Improving the quality of food and health for people all over the world." Chr. Hansen A/S was established in 1874, in Copenhagen.

The property at 9015 West Maple Street, West Allis, Wisconsin has been the site of Hansen activities since 1930. There are additional Wisconsin sites in New Berlin and Stoughton, as well as major activities in Ohio, New Jersey, Louisiana, Florida, Illinois, and Mexico. The West Allis site is the location of the U.S. headquarters, a culture production and distribution facility (one of three – with one in Denmark, and one in France), a research center, and a natural color production plant.

#### **Current Activities on the West Allis Site**

In 2003 construction began on a \$5.2 million 14,000 sf ultra cold (-70F) freezer addition to Chr. Hansen's Starter Culture Production building. This facility was the first step in a multi-step plan to expand Hansen's activities in West Allis. The opening of the freezer facility in April 2004 will result in the addition of 12 new positions (production, maintenance, and QC – approximate average wage of \$15.00 per hour) in West Allis. Potential future projects related to the production of starter cultures are under discussion, and involve an additional \$6.0 million in capital investments and the hire of an additional 6 to 10 positions. Final decisions on these investments have not been made, with proposals now being considered by Corporate Management.

For the past three years, the West Allis culture production facility has been exporting an increasing volume of deep frozen starter cultures to Europe. This amounted to approximately 400 MT in 2003 and will hit nearly 500 MT in 2004.

## The Proposed Project A New Research & Applications Center

The West Allis site is one of three R&D facilities in the USA. Others are located in Mahwah, New Jersey and Gainesville, Florida. At the West Allis site the company conducts research and application work for several product areas including: natural flavors (primarily cheese), natural colors, and cultures for the dairy, human health, animal health and food industries. The Company has proposed to its parent (Chr. Hansen A/S) that it construct a new 50,000 sf Research and Application Center (RAC) on the West Allis site. Our current West Allis research facilities are at maximum capacity and additional space is required to expand research and application activities. Such a step would result in \$12 million in new construction.

#### Status of the Project as of March 31, 2004

Chr. Hansen, Inc. has acquired a number of properties contiguous with its existing Maple Street campus. Those properties are identified by the tax key numbers listed below. Part of the acquisition process involved obtaining the land now occupied by the lower parking lot of the Knights of Columbus (KofC). An agreement was negotiated with the KofC wherein Chr. Hansen would acquire the properties directly North of the main KofC parking lot, along S. 92<sup>nd</sup> Street, and then would construct a new parking lot of equivalent size and spaces, which would then be "swapped" for the KofC lower lot. This course of action provides Chr. Hansen the land required to construct the proposed Research and Applications Center. The closure date on this agreement is August 31, 2004.

#### Tax Key numbers involved:

451-0273-000	451-0262-000
451-0264-001	451-0261-000
451-0401-002	451-0260-000
451-0454-000	451-0259-000
451-0453-000	451-0258-000
451-0405-000	451-0257-000
451-0406-000	451-0274-000
451-0407-000	451-0272-000
451-0404-001	451-0395-000
451-0403-005	451-0393-005
451-0400-001	451-0261-000
451-0396-001	451-0262-000
451-0403-002	451-0263-000
453-0403-003	451-0264-000
	451-0265-000
	451-0266-000
Existing PPD covering	Recent Acquisitions
Hansen	2003 - Hansen
Maple Street Realty –	
wholly owned by Hansen	

#### Schedule for the Projects

- ✓ Step one is the construction of a new parking lot for the Knights of Columbus, as part of the previously mentioned "land swap". As mentioned above, this must be completed in August to allow the legal transfer.
- ✓ Step two is the design of the new RAC. This will commence in May 2004, and would be completed in 2004.
- ✓ Step three is construction of the new RAC. Groundbreaking is tentatively planned for April, 2005, with construction expected to take 14 months. This would put occupancy in the summer of 2006.
- ✓ Step four would be the razing of the existing research center. This could occur in 2006 with the intent being to then construct a new North American corporate headquarters in 2007/08. This new construction would be worth approximately \$8 million.

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BUILDING

ADOMON

· stagner

West Allis Master Site Plan August 2004

91ST STREET

8. 90TH

W. MITCHELL STREET

8. 89TH

STREET

STREET

# CHR. HANSEN CORPORATE CENTER

CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY

ENICTING ENELEDIG

EAST BUILDING

00 awwa

SEPTEMBER 04, 2003 SITE PLAN

WEST ALLIS, WI