



City of West Allis

Legislation Text

File #: R-2019-0712, **Version:** 1

Resolution to consider a Development Agreement by and between Chr. Hansen, Inc. and the City of West Allis

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") wishes to encourage economic development, eliminate blight, expand the City's tax base and foster job creation for the City of West Allis (the "City") through the development of the Property; and,

WHEREAS, the Authority recommended for consideration a Development Agreement by and between Chr. Hansen, Inc., through Resolution No. 1329 dated October 8, 2019; and,

WHEREAS, Chr. Hansen, Inc. (the "Developer") owns certain real property and improvements located at 9015 West Maple Street in the City of West Allis, Wisconsin, as legally described on Exhibit A attached hereto (the "Property"). For the foreseeable future, Developer seeks to make the Property its U.S. Headquarters for its global bioscience company, including development and production of cultures, enzymes and probiotics as well as business operations to support the same; and,

WHEREAS, as of January 1, 2020, the City intends to create a Tax Incremental District including the Property (the "District") pursuant to Wis. Stat. sec. 66.1105 (the "Tax Increment Law") and to adopt a Project Plan for such District to encourage redevelopment and expansion at the Property; and,

WHEREAS, subject to obtaining the benefits set forth herein, Developer intends to invest Nine to Eighteen Million Dollars (\$9,000,000-\$18,000,000) to construct an approximately 20,000 square foot building addition ("Phase I") and a substantial additional multimillion dollar investment to construct additional buildings and/or building additions ("Phase II") (collectively, the "Project"). In connection with constructing the Project, Developer also intends to add approximately 100 full-time equivalent positions on the Property; and,

WHEREAS, the City desires to encourage economic development, eliminate blight, expand the City's tax base and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with applicable state and local law.

WHEREAS, the development of the Project would not occur without the benefits to be provided to Developer as set forth in this Agreement.

NOW, THEREFORE BE IT RESOLVED that the City of West Allis hereby authorizes as follows:

1. A Development Agreement between the Community Development Authority of the City of West Allis and Chr. Hansen, Inc. and/or its assigns, for development within the Chr. Hansen, Inc. campus is hereby approved.
2. That the appropriate city officials, with the approval of the City Attorney, or his designees, are hereby authorized and directed to take any and all other actions deemed necessary or desirable by him to effectuate the intent of the project.
3. That the appropriate city officials, with approval of the City Attorney, or his designees, are hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of any and all loan commitments, the sale of land, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting

agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary, proper and convenient to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute and deliver the aforesaid Development Agreement on behalf of the City of West Allis.

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