



City of West Allis

Legislation Text

File #: R-2020-0659, **Version:** 1

Resolution to approve a Second Amendment to the Development Agreement by and between GG 003 LLC, and the City of West Allis regarding the property located at 7030 W. National Avenue and 15** S. 71 St.

WHEREAS, the Common Council adopted Resolution # R-2020-0446 in which it approved a Development Agreement by and between GG 003, LLC, a Wisconsin limited liability company ("Developer") and the City of West Allis for over a \$4 million development consisting of a 17,800 multi-tenant dental and medical office building and 45 surface parking spaces; and,

WHEREAS, the Common Council adopted Resolution # R-2020-0589, which approved additional financial assistance in the amount up to \$95,000 for unanticipated winter construction costs related to the same Development Agreement by and between GG 003, LLC and the City of West Allis; and,

WHEREAS, subject to the Milwaukee County Board's approval of File: 20-551 on November 5, 2020, an agreement with Dr. Max Meinerz doing business as Ascendent Health for the cancellation of a portion of the delinquent real property taxes for the property located at 7030 West National Avenue, West Allis, Wisconsin, and the adjacent parking lot less a contribution of \$157,161.74, in accordance with Section 75.105(2), Wisconsin State Statutes; and,

WHEREAS, the Development Department is requesting additional financing for the payment of the 2019 property tax bill in the amount of approximately \$12,487.25 to be funded from Tax Increment Financing District No. 7 Summit Place (307-6308-563-3102 Project:T07061); and,

WHEREAS, Tax Increment Financing District No. 7 Summit Place had already financed \$165,542.97 for demolition of the former Expert Auto building that was located on the property, however that amount has been placed on the 2019 Property Tax bill; and,

WHEREAS, upon the advice to the City Attorney, to satisfy the tax bill and not hold up the Closing on the 7030 W. National Avenue and 15** S. 71 St. properties the Interim Director of Finance is authorized to issue a check to the Milwaukee County Treasurer in the amount of \$165,542.97 from account 307-0000-115-0100 to satisfy the tax bill for the demolition charge and then upon receipt, the Milwaukee County Treasurer will repay that amount the City; 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 as amended 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 laws; and,

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

NOW, THEREFORE, BE IT RESOLVED that the City of West Allis hereby amends the Development Agreement between the City of West Allis and GG 003 LLC and/or its assigns, for development at 7030 W. National Avenue and 15** S. 71 St. to provide the additional \$12,487.25 to pay the 2019 tax bill and the temporary use of \$165,542.97 for the demolition cost with the funds to be provided as an improvement that is within a ½ mile radius of Tax Increment Financing District No. 7 Summit Place.

BE IT FURTHER RESOLVED that the Director of Development or his designees, 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.

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

DEV-R-1040-11-4-20

cc: Development Department
 Finance Department
 City Attorney