

**CITY OF SOUTH MILWAUKEE PLAN COMMISSION  
MEETING AGENDA**

**Tuesday January 27, 2026 6:30 PM**

Common Council Chambers, 2424 15<sup>th</sup> Avenue, South Milwaukee, WI.

**MEMBERS OF THE PLAN COMMISSION:**

Mayor Jim Shelenske, Chair \_\_\_\_\_ Chris Haslam \_\_\_\_\_ George Becker \_\_\_\_\_  
Nick Gates \_\_\_\_\_ Ald. David Bartoshevich \_\_\_\_\_ Renee Lindner \_\_\_\_\_  
Ald. Brett Briesemeister \_\_\_\_\_

1. Call meeting to order/roll call.
2. Approval of the December 23, 2025 meeting minutes.
3. Discussion/possible consideration of Conditional Use Permit Amendment for Premier Pickleball Complex at 305 N. Chicago, Zoned Z-3 General Urban Zone.
4. Discussion/possible consideration of development agreement and sale of municipal property 1701 10th Avenue for storage development Motorplex LLC, Zoned M-1 Manufacturing in Tax Increment District No. 5.
5. Economic Development Review
  - a. Bucyrus grants
  - b. Business activities
  - c. Economic development projects
    - i. Status of development projects
    - ii. RenewTowns business pitch by UW-Whitewater
6. Schedule next meeting.
7. Adjourn.

Posted: January 23, 2026

**PUBLIC NOTICE**

PLEASE NOTE: There is the potential that a quorum of the Common Council may be present at this meeting. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language, interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the South Milwaukee City Clerk at 762-2222, (FAX) 762-3272, or write to the ADA Coordinator, City Hall, 2424 15th Avenue, South Milwaukee, Wisconsin 53172. The City of South Milwaukee is TDD equipped and can be accessed by calling 768-8060

**OFFICIAL NOTICE**

**CITY OF SOUTH MILWAUKEE  
NOTICE OF PUBLIC HEARING  
ON CONDITIONAL USE PERMITS**

**PLEASE TAKE NOTICE**, the Plan Commission of the City of South Milwaukee will hold a public hearing on the application for a Conditional Use Permit Amendment for an existing pickleball recreational facility, requesting removal of alcohol restrictions and other conditions, at 305 N. Chicago Avenue, zoned Z-4 Urban Center Zone. The public hearing will be held on Tuesday, January 27, 2026 at 6:30 p.m. in the Common Council Chambers 2424 15<sup>th</sup> Avenue, South Milwaukee, Wisconsin. Further information is available for review at the address below. Questions regarding the proposed use should be directed to Ericka Lang, Economic Development Manager, at 414-762-2222 x135, or [elang@smwi.org](mailto:elang@smwi.org).

Dated: December 29, 2025

Mayor James Shelenske  
Chairperson, Plan Commission

Publish:      January 7, 2026  
                  January 14, 2026

**CITY OF SOUTH MILWAUKEE PLAN COMMISSION  
MEETING MINUTES  
Tuesday December 23, 2025**

**1. Call meeting to order/roll call.**

The meeting was called to order at 6:30 p.m. Members present: Chair/Mayor Jim Shelenske, Chris Haslam, George Becker, Nick Gates, Ald. David Bartoshevich, Ald. Brett Briesemeister. Renee Lindner was absent and excused.

Also present: City Administrator Patrick Brever, Assistant City Administrator Katie Crosby, Water Utility Superintendent Ben Huffman, and Economic Development Manager Ericka Lang.

**2. Approval of the October 28, 2025 meeting minutes.**

Briesemeister motioned to approve the minutes, seconded by Becker. Vote to approve unanimous.

**3. Discussion of development proposal at 315 Marion Avenue by Continental Properties, meeting 2.**

Lang introduced the development proposal, highlighting key items from the staff report. Developer Continental Properties proposes a multi-phase development. The first phase shows 11 multifamily buildings totaling 336 apartment homes. Future phases include 14 single family homes, 10 two-family homes, possibly townhomes or commercial, and a high-density residential building. A portion of the site has public access roads.

Per the city's Comprehensive Plan, this site is identified as an opportunity site. Priority improvements include: a mix of medium to high density housing; minimum 15 dwelling units per acre; commercial uses; public access and trails to Lake Michigan; and, intersections that align with existing neighborhoods with well-connected streets and sidewalks. It also has higher density housing by the lake, decreasing densities the closer to 5<sup>th</sup> Avenue. The property is in the Lake Shore Neighborhood and the preferred future land use is higher density housing, a mix of uses, and public open spaces. A Traditional Neighborhood Design is the preferred community design. The current site concept is not a preferred community design as over half the site shows private access roads with large surface parking lots and partially creates a street network system that connects with the existing neighborhoods.

The developer is keeping the 30-acre site as a single parcel, requiring a zoning amendment from Z-4 Urban Center Zone to a Planned Development District. A rezone is necessary mainly due to multiple buildings on a single parcel, and also for parking locations and building setbacks.

Katie Skelton from Continental presented further details of the proposal. Future phases will be further developed, remaining flexible to market demand. All housing will be rentals.

## Plan Commission Meeting Minutes, City of South Milwaukee, Wisconsin

Commissioners Briesemeister and Gates appreciate the improvements from the first submittal.

Commissioner Haslam asked about future phases. Skelton noted that there will be demand once infrastructure is in place as part of phase one.

Haslam commented that commercial uses, such as a coffee shop, along the top of the bluff as shown in the Comprehensive Plan, is an attractive use.

Lang distributed a memo from City Engineer Genevieve Stollenwerk. Comments included: shifting the southeast multifamily building X24A location farther away from the wastewater treatment tanks; ensure the effectiveness of an appropriate landscape buffer along the southern border; providing a Traffic Impact Analysis; and public connectivity.

Water Utility Superintendent Ben Huffman was present and commented on concerns along the southern border and the adjacent wastewater treatment plant.

### **4. Schedule next meeting (January 27, 2026 at 6:30 pm)**

### **5. Adjourn.**

Gates motioned to adjourn the meeting at 7:11 p.m., seconded by Haslam. Vote unanimous.

Recorded by

Heidi Eichner  
Recording Secretary

Date: January 21, 2026

To: Plan Commission, Meeting 1/27/2026

Cc: City Administrator Patrick Brever, Assistant City Administrator  
Katie Crosby, Interim City Administrator Jay Shambeau

From: Economic Development Manager/Zoning Administrator Ericka Lang

**RE: Request Conditional Use Permit Amendment for Premier Pickleball establishment  
at 305 N. Chicago**



### Background

Guriqbal Sra owns 305 N. Chicago since 2018, initially operating an indoor soccer facility. The building was previously a bowling establishment with a bar that closed in 2014. The city approved a Conditional Use Permit October 1, 2024 for a pickleball establishment (12 courts), restaurant, and smaller event spaces. The business was granted a temporary occupancy that month and full occupancy issued September 2025.

<b>Site Information</b>	TKN: 724-0006-000	Property size: 7.24 acres
	Building size: 40,446 sqft.	Zoning: Z-4 Urban Center Zone

The CUP conditions (attached) specified only a restaurant can sell and distribute alcohol at the establishment and no carry-ins. A restaurant has not opened in the space and the property owner intends on opening a pizza restaurant.

Mr. Sra is requesting to change hours of operation and restrictions on alcohol sales.

### Current CUP (does not list all conditions):

1. Hours of operations for all uses: Close at 10 PM Sunday through Thursday and 11 PM Friday and Saturday. Food sales stop at 10 PM and liquor sales 11 PM.
2. The restaurant operator is the sole source of beer, wine and liquor sales on premise. No event is allowed to carry-in own beverages.
3. Liquor licenses may be issued for a restaurant use only. Serving beer, wine or liquor that is not part of a restaurant operation requires an amendment to the conditional use.

### Request:

1. Hours of operations for all uses: Close at 10 PM Sunday through Thursday and midnight Friday and Saturday.
2. No event is allowed to carry-in own beverages.

Mr. Sra's written request states that liquor would be served during regular business hours while using the courts. If approved, condition #3 is removed and condition #2 modified.

All other conditions #4 - #11 remain unchanged, that relate to site conditions. Required site improvements have been satisfied and completed.

**Suggested Motion:** I make a motion to approve an amendment to the conditional use permit for the pickleball establishment at 305 N. Chicago Avenue for conditions #1 through #3, modifying the hours of operation and removing liquor license restrictions:

1. Hours of operations for all uses: Close at 10 PM Sunday through Thursday and midnight Friday and Saturday.
2. No event is allowed to carry-in own beverages.

*Received via Email 1/20/2026*

*RE: 305 N. Chicago Premier Pickleball Complex*

TO WHOM IT MAY CONCERN:

I am have an event space in my indoor pickleball complex that is ready to use. I am seeking permission to serve liquor when i am renting that space.

I am requesting that the hours of operation for the event space be changed from 8am to 12 midnight on weekends and 8am to 10pm on weekdays.

I am seeking permission to serve liquor to my patrons during regular business hours while using the courts.

I am seeking permission to use my restaurant space to serve pizza.

Thank you,

Guriqbal Sra  
[property owner]



**CITY OF SOUTH MILWAUKEE**  
**CONDITIONAL USE PERMIT**

ADDRESS: 305 N. Chicago Ave, South Milwaukee, Wisconsin 53172

TAX KEY #: 724-0006-000

ZONING DISTRICT: Split Zone: C-2 Commercial Zone frontage, M-2 Manufacturing

COUNCIL APPROVAL DATE: October 1, 2024

OWNER CONTACT INFORMATION: Guriqbal Sra  
Chicago Ave, LLC  
4411 W. Woodland Dr  
Franklin, WI 53132

APPROVED: Convert an indoor soccer facility into a pickleball club: 12 pickle ball courts; two event spaces; a third-party restaurant space, seating for 100; small fitness room; two locker rooms. Refer to site plan and landscape plan for site improvements.

**CONDITIONS OF APPROVAL:**

1. Hours of operations for all uses: Close at 10 PM Sunday through Thursday and 11 PM Friday and Saturday. Food sales stop at 10 PM and liquor sales 11 PM.
2. The restaurant operator is the sole source of beer, wine and liquor sales on premise. No event is allowed to carry-in own beverages.
3. Liquor licenses may be issued for a restaurant use only. Serving beer, wine or liquor that is not part of a restaurant operation requires an amendment to the conditional use.
4. Submit final site plans showing drawn hardscape and notes of existing and approved changes as identified in site plan review with Minimum Site Design Requirements:
  - Parking layout: Detailed layout of the parking area, including stall sizes, aisle widths, and designated accessible spaces. Include snow storage considerations.
  - Each parking lot lane requires curb and gutter landscape beds with at least one tree in each lane endcap. Include curb radii and tree plantings within curb islands as advised by a professional to ensure proper fit and functionality.
  - Grading of parking lot: Show contour lines, low points, critical points, and drainage flow directions.
  - Restoration limits and intent: Define restoration limits and describe the scope of restoration work, including surface, subsurface, and landscaping improvements. Include required repairs throughout creek bottom.
  - Sawcutting: Indicate sawcutting limits for areas where existing pavement or curb will be removed.
  - Hatching and labeling: Use hatching/labeling to clearly indicate the scope of parking lot improvements, including dates for occupancy, phased work, and any extended deadlines.
  - Provide photometrics on site plan of parking lot. Parking lot lights shall meet zoning code illumination requirements.

5. The western half of the lot shall be milled and resurfaced, completed on or before June 1, 2025.
6. Arborvitae along southern property line shall be planted a minimum of 10 feet north of the line.
7. Update landscape plan, adding plantings to North Chicago Ave front entry proposed mulched area, meeting vision site line requirements or replace with lawn. A landscape bed on the west side of the entry drive lane shall not be located further south than the north side of the shared approach with 307 N. Chicago Ave.
8. The proposed fence on the west side of the North Chicago Ave entrance is on hold until owners confirm access easements, for staff approval.
9. Proposed fence along south property line shall be installed at property boundary, maximum six feet tall.
10. Remove Carrington Ave approach and replace with curb, gutter and parkway turf.
11. Replace temporary blockades with standard permanent gates approved by staff, allowing fire department access or remove approximately 45 feet of asphalt lane and replace with turf, from Emerson Ave westward.

Issuance of a Certificate of Occupancy for the pickle ball club is determined by the city based on status of improvements and code requirements. A separate Certificate of Occupancy is required for the restaurant operation.



10/2/2024

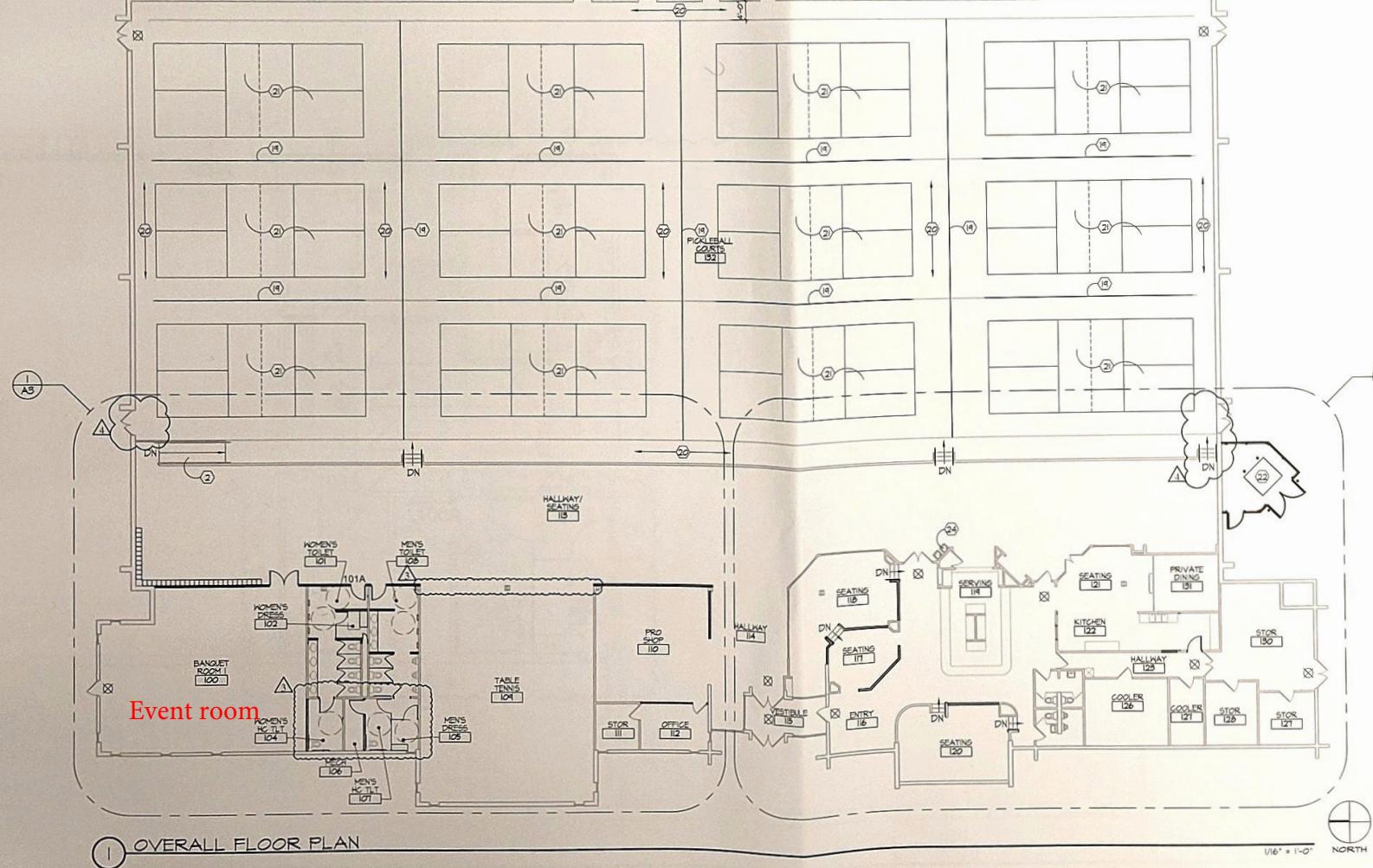
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Ericka Lang, Zoning Administrator

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Date

## Premier Pickleball Floor Plan, 2025



# CITY OF SOUTH MILWAUKEE

## PLAN COMMISSION AGENDA ITEM INFORMATION SHEET

COMMISSION AGENDA: January 27, 2026

SUBJECT: 1701 10<sup>th</sup> Ave Development Agreement

BACKGROUND PROVIDED BY: City Administrator Patrick Brever, Economic Development Manager Ericka Lang, City Attorney Chris Smith, City Engineer Genevieve Stollenwerk

BACKGROUND: The property at 1701 10th Avenue was condemned by the City's Inspection Department in 1998 due to deterioration of the existing building, lack of maintenance, and potential safety issues. In 1999, the property was foreclosed upon. The City of South Milwaukee purchased the parcel in 2001 for \$16,000.

1701 10th Avenue is located within Tax Increment District No. 5. The property is zoned M-1 Manufacturing.

The owners of Motorplex, LLC (1601 N. Chicago Avenue) have expressed interest in expanding their footprint for a commercial storage facility consisting of two buildings containing approximately 32 storage units, office space, and a parking lot, consistent with a site plan and specifications to be submitted to and approved by the City.

The City retains sole discretion over whether to approve such plans and specifications.

The attached development agreement provides for the sale of 1701 10th Avenue to Motorplex, LLC for a purchase price of \$1.00. Motorplex will have until January 1, 2031, to complete the project. The property will revert to the City if Motorplex does not complete the project by that date.

The proposed agreement would return the parcel to the tax rolls, reduce maintenance responsibilities for public works staff, and, given the parcel's shape and location, advance redevelopment of a property for which the City has no other identified plans.

RECOMMENDED MOTION: "I make a motion to approve the development agreement with Motorplex, LLC for the sale of the city-owned property at 1701 10<sup>th</sup> Avenue."

# Development Agreement

INSERT DEVELOPER ENTITY NAME

City of South Milwaukee, Milwaukee County, Wisconsin

DRAFT

## CONTENTS

1	Introduction .....	2
2	Recitals .....	2
3	Agreements.....	2
4	Definitions .....	2
4.1	Agreement .....	2
4.2	Completion Date .....	2
4.3	The Developer.....	2
4.4	Effective Date .....	2
4.5	Force Majeure .....	3
4.6	Hazardous Substances .....	3
4.7	Parties .....	3
4.8	Plans and Specifications.....	3
4.9	Project.....	3
4.10	Property .....	3
4.11	Purchase Price.....	3
4.12	Reversion Provision.....	3
4.13	Term .....	3
4.14	The City .....	3
5	Representations and Warranties .....	4
5.1	Representations and Warranties of City.....	4
5.2	Representations and Warranties of Developer .....	4
6	Developer Activities and Obligations .....	4
7	City Activities and Obligations .....	5
8	City's Right of Reversion .....	5
9	No Partnership or Venture.....	5
10	Conflict of Interest .....	5
11	Written Notices .....	5
11.1	If to the City.....	5
11.2	If to the Developer .....	6
12	Default.....	6
13	Miscellaneous .....	7
14	Signatures.....	10
14.1	Developer.....	10
14.2	City of South Milwaukee, Wisconsin.....	11
15	Exhibit A: Property Legal Description .....	12

## **1 INTRODUCTION**

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THE DEVELOPER and THE CITY enter this AGREEMENT as of the EFFECTIVE DATE.

## **2 RECITALS**

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The City and Developer acknowledge the following:

1. THE CITY owns THE PROPERTY.
2. THE PROPERTY lies within THE CITY.
3. THE CITY will transfer the PROPERTY to The DEVELOPER.
4. THE DEVELOPER will construct THE PROJECT ON THE PROPERTY. THE DEVELOPER and THE CITY acknowledge that development of THE PROJECT is in the best interest of the health, safety, and welfare of the citizens of THE CITY.
5. The City of South Milwaukee Common Council approved this AGREEMENT and authorized its execution by the proper CITY officials on THE CITY's behalf.
6. THE DEVELOPER approved this AGREEMENT and authorized its execution by the appropriate representatives on its behalf.

## **3 AGREEMENTS**

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In consideration of the RECITALS and the terms and conditions set forth herein, THE PARTIES agree and covenant to the following conditions. These conditions shall constitute a restrictive covenant against THE PROPERTY that runs with THE PROPERTY in perpetuity and binds all future owners of THE PROPERTY during THE TERM.

## **4 DEFINITIONS**

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All referenced terms shall have the following meanings.

### **4.1 AGREEMENT**

This Development Agreement, as the same may hereafter be from time to time modified, amended, or supplemented in accordance with its terms.

### **4.2 COMPLETION DATE**

January 1, 2031.

### **4.3 THE DEVELOPER**

INSERT DEVELOPER ENTITY NAME, a Wisconsin limited liability company, its successors, and its assigns.

### **4.4 EFFECTIVE DATE**

The latest signature date under SIGNATURES.

#### **4.5 FORCE MAJEURE**

Any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by THE CITY with respect to obligations of THE CITY under this AGREEMENT), alteration, pandemic, strike or lockout, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such party or its agents or contractors, as applicable.

#### **4.6 HAZARDOUS SUBSTANCES**

Any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state, or local law or regulation.

#### **4.7 PARTIES**

THE DEVELOPER and THE CITY, collectively.

#### **4.8 PLANS AND SPECIFICATIONS**

THE CITY-approved site plan for the Project.

#### **4.9 PROJECT**

A commercial storage facility consisting of two buildings containing approximately 32 storage units, an office space, and a parking lot consistent with the site plan and specifications to be submitted and approved by the City. The City has sole discretion whether to approve such Plans and Specifications.

#### **4.10 PROPERTY**

That certain real property legally described in EXHIBIT A: PROPERTY LEGAL DESCRIPTION.

#### **4.11 PURCHASE PRICE**

One Dollar (\$1.00).

#### **4.12 REVERSION PROVISION**

The provision that provides that the Property will revert back to the City if the Developer does not complete the Project by the Completion Date.

#### **4.13 TERM**

The term of this AGREEMENT, which shall continue from the EFFECTIVE DATE until the Completion Date, or, if the Project is not completed by the Completion Date, the date in which the Property reverts back to the City.

#### **4.14 THE CITY**

The City of South Milwaukee, Milwaukee County, Wisconsin.

## 5 REPRESENTATIONS AND WARRANTIES

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### 5.1 REPRESENTATIONS AND WARRANTIES OF CITY

The CITY makes the following representations and warranties:

1. The CITY is a municipal corporation of the State of Wisconsin and has the power to enter into this AGREEMENT and carry out its obligations hereunder.
2. Neither the execution and delivery of this AGREEMENT, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this AGREEMENT is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CITY is now a party or by which it is bound, or constitutes a default under any of the foregoing.
3. The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the CITY and no other or further acts or proceedings of the CITY are required. This AGREEMENT constitutes the legal, valid and binding agreement and obligations of the CITY, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity.

### 5.2 REPRESENTATIONS AND WARRANTIES OF DEVELOPER

The DEVELOPER makes the following representations and warranties:

1. The DEVELOPER is a Wisconsin Limited Liability Company and has the power to enter into this AGREEMENT and carry out its obligations hereunder and is qualified to do business in the State of Wisconsin.
2. The DEVELOPER would not undertake the PROJECT, and, in the opinion of the DEVELOPER, the PROJECT would not be economically feasible within the reasonably foreseeable future, without the City's agreement to transfer the Property to DEVELOPER as provided for in this AGREEMENT.
3. Neither the execution and delivery of this AGREEMENT, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this AGREEMENT by DEVELOPER is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the DEVELOPER is now a party or by which it is bound, or constitutes a default under any of the foregoing.
4. The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the DEVELOPER and no other or further acts or proceedings of the DEVELOPER are required with respect thereto. This AGREEMENT constitutes the legal, valid and binding agreement and obligations of the DEVELOPER, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity.

## 6 DEVELOPER ACTIVITIES AND OBLIGATIONS

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1. THE DEVELOPER shall fund and complete THE PROJECT, no later than the COMPLETION DATE.
2. The Developer shall pay the Purchase Price in exchange for the Property.

## **7 CITY ACTIVITIES AND OBLIGATIONS**

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1. THE CITY shall cooperate with THE DEVELOPER throughout THE TERM of this AGREEMENT and shall promptly process all submissions, applications, and inspections in accordance with applicable CITY ordinances.
2. The City shall transfer the Property, via Quit Claim deed, upon the execution of this Agreement, subject to the Reversion Provision.
3. Other than otherwise provided for herein, THE CITY shall have no further obligations to THE DEVELOPER beyond the TERM.

## **8 CITY'S RIGHT OF REVERSION**

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Notwithstanding any other provision in this Agreement, if the Developer fails to complete the Project by the Completion Date, the City may exercise the Reversion Provision by recording appropriate conveyance documents with the Milwaukee County Register of Deeds. Any improvements made by Developer to the Property at the time the Reversion is executed shall become the property of the City or the City's assignees or successors in interest.

## **9 NO PARTNERSHIP OR VENTURE**

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THE DEVELOPER, their contractors, or their subcontractors shall be solely responsible for the completion of THE PROJECT. Nothing contained in this AGREEMENT shall create or effect any partnership, venture, or relationship between THE CITY and THE DEVELOPER, any contractor, or any subcontractor employed by THE DEVELOPER in the construction of THE PROJECT.

## **10 CONFLICT OF INTEREST**

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No member, officer, or employee of THE CITY, during their tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this AGREEMENT or any proceeds thereof, unless such member or officer abstained from any participation in THE CITY review and process of THE PROJECT and THE AGREEMENT from the point of time when a potential conflict of interest arose and thereafter.

## **11 WRITTEN NOTICES**

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All notices required or permitted by this AGREEMENT shall be in writing and shall be deemed to have been given upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered; two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid; or upon transmission if by facsimile. THE PARTIES shall address each such communication or notice as follows, unless and until any of such parties notifies the other of a change of address.

### **11.1 IF TO THE CITY**

City of South Milwaukee  
2424 15<sup>th</sup> Avenue  
South Milwaukee, WI 53172  
Attention: City Administrator

With a copy to:  
Christopher R. Smith, Esq.

## 11.2 IF TO THE DEVELOPER

Insert Information

## 12 DEFAULT

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1. The occurrence of any one or more of the following events shall constitute a default by THE DEVELOPER hereunder:
  - a. THE DEVELOPER fails to complete the Project by the Completion Date.
  - b. Any material representation or warranty made by THE DEVELOPER pursuant to this AGREEMENT proves to have been false in any material respect as of the time when made or given;
  - c. THE DEVELOPER materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this AGREEMENT (other than relating to the payment of money), and such failure shall continue for 30 days following notice thereof from THE CITY (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as THE DEVELOPER has commenced the cure of the default within the 30 day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 120 days following the notice thereof from THE CITY or such longer period of time as is reasonably agreed to by THE CITY); or
  - d. THE DEVELOPER:
    - i. Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets;
    - ii. Becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to affect a plan or other arrangement with creditors;
    - iii. Has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of 90 days or THE DEVELOPER shall file an answer to such a petition or application, admitting the material allegations thereof;
    - iv. Applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after their appointment;
    - v. Adopts a plan of complete liquidation of its assets; or
    - vi. Shall cease to exist.
2. THIS AGREEMENT shall deem THE CITY in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this AGREEMENT, and such failure shall continue for 30 days following notice thereof from THE DEVELOPER (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as THE CITY has commenced the cure of the default within the 30 day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 120 days following the notice thereof from THE DEVELOPER or such longer period of time as is reasonably agreed to by THE DEVELOPER).
3. Upon the occurrence of any default by either party, upon 10 days' notice, without further demand or action of any kind by the non-defaulting party and except as expressly set forth below, the non-defaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

4. No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this AGREEMENT now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.
5. Notwithstanding the foregoing, THE CITY shall not terminate this AGREEMENT or pursue, exercise or claim any rights or remedies arising out of a default by THE DEVELOPER hereunder, except injunctive relief or specific performance unless THE DEVELOPER, its mortgage lender, or their designees have not commenced commercially reasonable efforts to cure any such default within 60 days after receipt of written notice. The written notice from THE CITY to THE DEVELOPER and its mortgage lender shall state that if THE DEVELOPER does not commence efforts to cure the default, then THE CITY shall pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this AGREEMENT.
6. In the event of a default by either party, the defaulting party shall pay all reasonable fees, costs, and expenses incurred by the non-defaulting party, including reasonable attorney's fees in connection with the enforcement of this AGREEMENT, including without limitation the enforcement of the non-defaulting party's rights in any bankruptcy, reorganization, or insolvency proceeding.
7. Prior to litigation, as a condition precedent to bringing litigation, any party deeming itself aggrieved under this AGREEMENT must request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. THE PARTIES shall agree upon a mediator and, if they fail to do so within 30 days, either party may apply to Circuit Court for Racine County for the designation of a mediator. In the event THE PARTIES do not accept the mediator's recommendation, the aggrieved party may then commence an action. However, THE PARTIES shall agree to alternative dispute resolution if ordered by Racine County.

## **13 MISCELLANEOUS**

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1. THE DEVELOPER shall have in effect at all times, all permits, approvals, and licenses required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management, and operation of the PROJECT.
2. THE DEVELOPER shall maintain the insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies covering loss by perils, hazards, liabilities, and other risks and casualties and in the amounts of:
  - a. Employer's Liability: \$100,000.00 per occurrence
  - b. Comprehensive Motor Vehicle Liability: \$1,500,000.00 per bodily injury accident and property damage combined
  - c. Comprehensive General Liability, Bodily Injury: \$1,500,000.00 per accident
  - d. Property Damage Combined: \$1,000,000.00.
3. The prevailing party may collect all costs and expenses associated with the enforcement of its rights against the other under this AGREEMENT, including without limitation the enforcement of such rights in any bankruptcy, reorganization, or insolvency proceeding involving THE DEVELOPER. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand.
4. THE DEVELOPER hereby indemnifies, defends, covenants not to sue, and holds THE CITY harmless from and against all loss, liability, damage, and expense, including attorneys' fees, suffered or incurred by THE CITY in any way in connection with THE PROJECT, including without limitation:
  - a. The failure of THE DEVELOPER or its contractors, subcontractors, agents, employees, or invitees (while under control of THE DEVELOPER) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto;

- b. Any release by THE DEVELOPER, its contractors, subcontractors, agents, employees, or invitees (while under control of THE DEVELOPER) of petroleum products or hazardous materials or hazardous substances on, upon or into THE PROJECT;
- c. Any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by THE DEVELOPER, its contractors, subcontractors, or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above;
- d. Any violation by THE DEVELOPER at THE PROJECT of any environmental law, rule, regulation or ordinance;
- e. Claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances;
- f. Failure by THE DEVELOPER to comply with any term or condition of this Agreement;
- g. Injury to or death of any person at THE PROJECT; injury to any property caused by or at THE PROJECT; and
- h. Failure of THE DEVELOPER to maintain, repair or replace, as needed, any portion of THE PROJECT; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by THE CITY or its agents, employees, contractors, or representatives and, provided further, such indemnification by THE DEVELOPER shall only apply with respect to claims arising under or out of those portions of THE PROJECT owned by THE DEVELOPER.

5. Except as caused, in whole or in part, by negligence or wrongful act or omission of THE CITY, if the persons or property of others sustain loss, damage, or injury resulting directly or indirectly from the negligence or wrongful act or omission of THE DEVELOPER, its contractors, subcontractors, or materialmen in their performance of this AGREEMENT or from THE DEVELOPER'S failure to comply with any of the provisions of this AGREEMENT or of law, THE DEVELOPER shall indemnify and hold THE CITY harmless from any and all claims and judgments for damages, and from costs and expenses to which THE CITY may be subjected or which it may suffer or incur by reason thereof, provided; however, that THE CITY shall provide to THE DEVELOPER promptly, in writing, notice of the alleged loss, damage or injury.

6. THE DEVELOPER shall indemnify and save harmless THE CITY, its officers, agents, and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

- a. The negligent or willfully wrongful performance of this AGREEMENT by THE DEVELOPER, any contractor retained by THE DEVELOPER, or subcontractor retained by the DEVELOPER;
- b. The negligent or willfully wrongful construction of improvements by the DEVELOPER, any contractor retained by THE DEVELOPER, or any subcontractor retained by DEVELOPER;
- c. The negligent or willfully wrongful operation of improvements by THE DEVELOPER, any contractor retained by THE DEVELOPER, or any subcontractor retained by THE DEVELOPER during construction of THE PROJECT;
- d. The violation by THE DEVELOPER, any contractor retained by THE DEVELOPER, or any subcontractor retained by THE DEVELOPER of any law, rule, regulation, order, or ordinance.

7. No party to this AGREEMENT shall be in default hereunder for so long as such party or its agents or contractors, if applicable, are prevented from performing any of its obligations hereunder due to a FORCE MAJEURE occurrence.

8. Nothing contained in this AGREEMENT is intended to or has the effect of releasing THE DEVELOPER from compliance with all applicable laws, rules, regulations, and ordinances in addition to compliance with all terms, conditions and covenants contained in this AGREEMENT.

9. THE DEVELOPER'S obligations under this AGREEMENT may not be assigned by THE DEVELOPER without THE CITY's consent, which may be granted or withheld in THE CITY's sole discretion, provided, however, THE DEVELOPER may assign this AGREEMENT to an entity that controls, is controlled by, or is under common control with, THE DEVELOPER without the consent of THE CITY. In the event that any such lender forecloses on its collateral and succeeds to develop of THE PROPERTY, THE CITY shall fulfill its obligations hereunder provided that such lender, or the party purchasing THE PROPERTY at a foreclosure sale, assumes in writing all of the obligations of THE DEVELOPER hereunder.

10. If the State laws regarding ad valorem taxation are amended or modified during the term of this AGREEMENT such that the projected taxes from THE PROPERTY are reduced by greater than 7%, and there are no corresponding amendments or modifications to the taxation law to compensate for such a reduction, THE PARTIES agree to work in good faith to consider amendments to this AGREEMENT toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.
11. If any term or provision of this AGREEMENT is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this AGREEMENT shall not be affected thereby and said terms and provisions shall remain in full force and effect.
12. This AGREEMENT shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this AGREEMENT, the venue for any disputes arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

## 14 SIGNATURES

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In Witness Whereof, the Parties execute this Agreement as of the date first above written.

### 14.1 DEVELOPER

**INSERT DEVELOPER ENTITY NAME**

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
                         )ss.  
\_\_\_\_\_ COUNTY )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_,  
the \_\_\_\_\_ of \_\_\_\_\_, to me known to be the persons who executed the  
foregoing agreement on behalf of \_\_\_\_\_ and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires: \_\_\_\_\_

## 14.2 CITY OF SOUTH MILWAUKEE, WISCONSIN

By: \_\_\_\_\_

Date:

Attest: \_\_\_\_\_  
Steven A. Braatz, Jr., City Clerk

Date:

STATE OF WISCONSIN )  
 )ss.  
MILWAUKEE COUNTY )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named James Shelenske and Steven Braatz, Mayor and City Clerk, respectively, for the City of South Milwaukee, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin  
My commission expires:

Approved as to form

By: \_\_\_\_\_  
Christopher Smith, City Attorney

Date:

## **15 EXHIBIT A: PROPERTY LEGAL DESCRIPTION**

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ADD 5 TOWNSITE OF SO MILW NE 1/4 SEC 11 5 22 LOTS 10,11,12 BLK 76 & ALL OF VAC ALLEY ADJ E OF LOTS 10 & 11  
COM 140 FT N OF INTERSEC OF W LI OF 9TH AVE & N LI OF MANITOBA AVE IN NE 1/4 SEC 11 5 22; THE W 316 FT; THE N  
TO S LI OF R R ROW; THE SE LY ALG SD LI TO W LI OF 9TH AVE EXTENDED; TH S TO BEG.