

CITY OF FRANKLIN
PLAN COMMISSION MEETING*
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
THURSDAY, MARCH 18, 2021, 7:00 P.M.

The YouTube channel “City of Franklin WI” will be live streaming the Plan Commission meeting so that the public will be able to watch and listen to the meeting.

<https://www.youtube.com/c/CityofFranklinWIGov>.

A. **Call to Order and Roll Call**

B. **Approval of Minutes**

1. Approval of regular meeting of March 4, 2021.

C. **Public Hearing Business Matters** (action may be taken on all matters following the respective Public Hearing thereon)

1. **MARK B. SCHADLER AND LAURA J. SCHADLER SINGLE-FAMILY RESIDENCE ATTACHED GARAGE ADDITION [recommendation to Board of Zoning and Building Appeals].** Application by Mark B. Schadler and Laura J. Schadler for an Area Exception from Table 15-2.0202 of the Unified Development Ordinance to allow for a maximum lot coverage of 29% (3,161 square feet), exceeding the R-6 Suburban Single-Family Residence District maximum lot coverage standard of 0.25 (2,658 square feet), for property located at 8024 South 66th Street (Lot 12, Block 1 of Park View South Subdivision), to allow for the addition of a single-family residence attached 2 car garage (616 square foot floor area), which will be attached to the existing attached garage (side yard, south of the existing residence) (which will increase lot coverage by approximately 4%), property zoned R-6 Suburban Single-Family Residence District; Tax Key No. 805-0077-000. **A PUBLIC HEARING IS SCHEDULED FOR THIS MEETING UPON THIS MATTER.**

D. **Business Matters** (no Public Hearing is required upon the following matters; action may be taken on all matters)

1. **FIREWISE BARBECUE COMPANY FOOD TRUCK OPERATION.** Temporary Use application by Alexander M. Obradovich, owner of Firewise Barbecue Company LLC, to allow for a food truck operation in the Menards parking lot located at 10925 West Speedway Drive (the tow vehicle is 22 feet in length and the food trailer is 30 feet in length (both vehicles are 8.5 feet wide) and will occupy 9 parking stalls), from April 1, 2021 through October 31, 2021, with food service from 11:00 a.m. to 6:00 p.m. (food truck parking from 9:00 a.m. to 6:30 p.m.) [the applicant is planning to operate at this location 1 to 2 days per

week but is requesting permission for 7 days a week], property zoned M-1 Limited Industrial District; Tax Key No. 704-1007-000.

E. Adjournment

*Supporting documentation and details of these agenda items are available at City hall during normal business hours.

**Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per *State ex rel. Badke v. Greendale Village Board*, even though the Common Council will not take formal action at this meeting.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

Next Regular Plan Commission Meeting: April 8, 2021

City of Franklin
Plan Commission Meeting
March 4, 2021
Minutes

unapproved

A. Call to Order and Roll Call

Mayor Steve Olson called the March 4, 2021, regular Plan Commission meeting to order at 7:00 p.m. in the Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Mayor Steve Olson, Commissioners Patrick Leon and Patricia Hogan and Alderman Mark Dandrea and City Engineer Glen Morrow. Excused was Commissioner Adam Burckhardt. Also present were Planning Manager Heath Eddy, Associate Planner Marion Ecks and City Attorney Jesse Wesolowski. Commissioner Kevin Haley participated remotely.

B. Approval of Minutes

- 1. Regular Meeting of February 18, 2021

Commissioner Leon moved and Commissioner Hogan seconded approval of the February 18, 2021 regular meeting minutes. On voice vote, all voted 'aye'. Motion carried (5-0-1).

C. Public Hearing Business Matters

1. OAKWOOD INDUSTRIAL PROPOSED BUILDINGS I AND II AND SITE DEVELOPMENTS; NATURAL RESOURCE FEATURES SPECIAL EXCEPTION AND SPECIAL USE. Natural Resource Features Special Exception and Special Use applications by WP Property Acquisitions LLC, Wendt Family Trust, property owner, to allow for the development of two industrial buildings totaling approximately 500,000-600,000 square foot in area (potentially up to 600,000 square feet), the Natural Resource Features Special Exception impacting one of the three wetlands on the property (2.167 acres), specifically, grading and filling 0.23 acres (9,784 square feet) of wetland, 0.60 acres (26,132 square feet) of wetland buffer and 0.79 acres (34,466 square feet) of wetland setback, and the development will also remove 39% of young woodland on the site (the City of Franklin Unified Development

Planning Manager Heath Eddy provided an introduction to the requests for a Natural Resource Features Special Exception and a Special Use. The applicant, WP Property Acquisitions LLC, and Wendt Family Trust, property owner, is requesting approval to develop two industrial buildings totaling approximately 500,000 square foot in area. The Natural Resource Features Special Exception request is for approval to impact one of the three wetlands on the property (2.167 acres), specifically, grading and filling 0.23 acres (9,784 square feet) of wetland, 0.60 acres (26,132 square feet) of wetland buffer and 0.79 acres (34,466 square feet) of wetland setback, and the development will also remove 39% of young woodland on the site (the City of Franklin Unified Development Ordinance permits impacts up to 50% without requiring an exception). The Special Use request is for approval to permit off-street overnight parking (along the west property line behind the proposed industrial buildings) for vehicles exceeding 8,000 pounds manufactured Gross Vehicle Weight (which requires Special Use approval per Section 15-3.0444B.D.1.a.iii. (Design Standards, addendum to Ordinance No. 2016-2238) of the Unified Development Ordinance) (tenants have yet to be identified).

Ordinance permits impacts up to 50% without requiring an exception) and a Special Use to permit off-street overnight parking (along the west property line behind the proposed industrial buildings) for vehicles exceeding 8,000 pounds manufactured Gross Vehicle Weight (which requires Special Use approval per Section 15-3.0444B.D.1.a.iii. (Design Standards, addendum to Ordinance No. 2016-2238) of the Unified Development Ordinance) (tenants have yet to be identified) [proposed Site Plan application for a phased development of the former Wendt Farm will follow at a future date].

D. Business Matters

PLEASANT VIEW RESERVE RESIDENTIAL SUBDIVISION DEVELOPMENT. Preliminary Plat application by Veridian Homes, LLC, Franklin 49th Street LLC and Creative Custom Homes, LLC, property owners, for a 53 lot single-family residential subdivision (which combines two previously proposed subdivision developments, Oak Ridge of Franklin Subdivision and Pleasant View Reserve Subdivision, into a single project (38.66 total acres)), containing two outlots, Outlot 1 containing a stormwater detention pond and Outlot 2 consisting primarily of protected natural resource features, including an additional stormwater pond, also including the extension of Marquette Avenue from its current location westward to South 51st Street, to be completed as part of Phase 1 of 2 of the development which will include 25 home sites, and a trail

The Official Notice of Public Hearing for the Natural Resource Features Special Exception was read into the record by Planning Manager Heath Eddy and the Public Hearing was opened at 7:05 p.m. The applicant requested deferral of the public hearing to April 8, 2021. Therefore the public hearing was left open with the following motion.

A. Natural Resource Special Exception

Alderman Dandrea moved and Commissioner Leon seconded a motion to postpone and continue the subject matter and public hearing to the April 8, 2021 Plan Commission meeting. On voice vote, all voted 'aye'. Motion carried (5-0-1).

The Official Notice of Public Hearing for the Special Use was read into the record by Planning Manager Heath Eddy and the Public Hearing was opened at 7:07 p.m. The applicant requested deferral of the public hearing to April 8, 2021. Therefore the public hearing was left open with the following motion.

B. Special Use

Alderman Dandrea moved and Commissioner Leon seconded a motion to postpone and continue the subject matter and public hearing to the April 8, 2021 Plan Commission meeting. On voice vote, all voted 'aye'. Motion carried (5-0-1).

Associate Planner Marion Ecks presented the request by Veridian Homes, LLC, Franklin 49th Street LLC and Creative Custom Homes, LLC, property owners, for a 53 lot single-family residential subdivision (which combines two previously proposed subdivision developments, Oak Ridge of Franklin Subdivision and Pleasant View Reserve Subdivision, into a single project (38.66 total acres)), containing two outlots, Outlot 1 containing a stormwater detention pond and Outlot 2 consisting primarily of protected natural resource features, including an additional stormwater pond, also including the extension of Marquette Avenue from its current location westward to South 51st Street, to be completed as part of Phase 1 of 2 of the development which will include 25 home sites, and a trail connecting the cul-de-sac of 49th Court southward and eastward to the City's Pleasant View Park (Phase 2 includes 28 remaining home sites), properties located at 7475 South 49th Street and 7501 South 49th Street, zoned R-6 Suburban Single-Family Residence District; Tax Key Nos. 759-9981-010 and 788-9981-003.

Alderman Dandrea moved and Commissioner Leon seconded a motion to recommend approval of a Resolution

connecting the cul-de-sac of 49th Court southward and eastward to the City’s Pleasant View Park (Phase 2 includes 28 remaining home sites), properties located at 7475 South 49th Street and 7501 South 49th Street, zoned R-6 Suburban Single-Family Residence District; Tax Key Nos. 759-9981-010 and 788-9981-003.

conditionally approving a preliminary plat for Pleasant View Reserve subdivision (at 7475 South 49th Street and 7501 South 49th Street) On voice vote, all voted 'aye'. Motion carried (5-0-1).

E. Adjournment

Commissioner Hogan moved and Commissioner Leon seconded a motion to adjourn the Plan Commission meeting of March 4, 2021 at 7:44 p.m. On voice vote, all voted 'aye'; motion carried. (5-0-1).

DRAFT



REPORT TO THE PLAN COMMISSION

Meeting of March 18, 2021

Area Exception

RECOMMENDATION: City Development staff recommends review of the standards for Area Exceptions and a decision be made based upon the applicant's recommended findings and consideration of any comments provided at the public hearing.

Project Name:	Schadler Area Exception for second attached garage
Project Address:	8024 S. 66 th Street
Applicant:	Schadler, Mark B. and Laura J.
Property Owner:	Schadler, Mark B. and Laura J.
Zoning:	R-6 Suburban Single-Family Residence District
Use of Surrounding Properties:	Single-family residential to the north, south and west. Root River Parkway to the east.
Applicant's Action Requested:	Approval of this Area Exception request

INTRODUCTION:

On January 27, 2021, the applicant submitted an Area Exception request from Table 15-3.0207 of the Unified Development Ordinance (UDO) to allow for a maximum lot coverage of 29.7% (3,161 square feet) to add a second attached garage, exceeding the R-6 Suburban Single-Family Residence District maximum lot coverage standard of 0.25 or 25% (2,658 square feet). The proposed garage is approximately 22 by 28 feet with a floor area of 616 square feet.

PROJECT ANALYSIS:

Per Section 15-10.0209, Area Exceptions may be granted to increase the maximum lot coverage of a property by no more than 20%. Section 15-10.0209.G. of the UDO specifically lists Standards to be reviewed to grant or deny an Area Exception, which the Plan Commission and Board of Zoning and Building Appeals will use to consider the request.

Maximum Lot Coverage Calculation:

- The subject property is approximately 10,632 square feet.
- With the R-6 25% lot coverage, the home and any accessory structures may not exceed **2,658** square feet.
- The existing home, garage, deck and proposed second garage would encompass about **3,161 square feet**, and the resulting lot coverage would be approximately **29.7%**.
- With approval of an Area Exception, the maximum lot coverage allowed in this instance would be 25% lot coverage x 20% (1.2) maximum area exception allowance increase = **30%** maximum lot coverage.
- The maximum size of the house and all accessory structures, if an Area Exception would be granted, would be 10,632 square feet x 30% (0.30) = **3,189 square feet**.

Therefore, this request of 3,161 square feet (29.7% lot coverage) falls within the maximum lot coverage that may be allowed with an Area Exception. The proposed garage will not encroach into the minimum 10-ft side yard setback per submitted plans.

STAFF RECOMMENDATION

City Development Staff recommends review of the Findings and Factors and Standards and a decision be made based upon the applicant's recommended findings and consideration of any comments provided at the public hearing.

MEMORANDUM

Date: February 16, 2021
To: Schadler, Mark B. and Laura J.
From: Principal Planner Régulo Martínez-Montilva, Department of City Development
RE: Area Exception request – 8024 S 66th Street

Review comments are as follows for Area Exception application submitted on January 27, 2021:

City Development Department comments

The process to grant an Area Exception involves review and recommendation of the Plan Commission followed by approval by the Board of Zoning and Building Appeals.

Per Section 15-10.0209, Area Exceptions may be granted to increase the maximum lot coverage of a property by no more than 20%. Section 15-10.0209.G. of the UDO specifically lists Standards to be reviewed to grant or deny an Area Exception, which the Plan Commission and Board of Zoning and Building Appeals will use to consider the request.

Maximum Lot Coverage Calculation:

- The subject property is approximately 10,632 square feet.
- With the R-6 25% lot coverage, the home and any accessory structures may not exceed **2,658** square feet.
- The existing home, garage, deck and proposed second garage would encompass about **3,161 square feet**, and the resulting lot coverage would be approximately **29.7%**.
- With approval of an Area Exception, the maximum lot coverage allowed in this instance would be 25% lot coverage x 20% (1.2) maximum area exception allowance increase = **30%** maximum lot coverage.
- The maximum size of the house and all accessory structures, if an Area Exception would be granted, would be 10,632 square feet x 30% (0.30) = **3,189 square feet**.

Therefore, your request of 3,161 square feet (29.7% lot coverage) falls within the maximum lot coverage that may be allowed with an Area Exception. However, please consider the following comments:

1. Add driveway improvements needed for the proposed garage to the site plan, see maximum driveway width noted below by the Engineering Department.
2. In addition to this Area Exception, building permits from the Inspection Services Department would be required.

Engineering Department comments

3. Before the building permit approval, please submit a plan showing the following:
 - Proposed location of the garage in reference to the property line
 - Proposed garage floor elevation
 - Proposed erosion control

- Show the existing drainage swale. The existing drainage swale should not be disturbed.
- Show the existing elevations (ground) at the proposed corners of the garage.
- Show the existing elevations at the side property line adjacent to the proposed garage corners.

Note: The maximum allowable width for the driveway opening at the property line/right of way line is 24-feet.

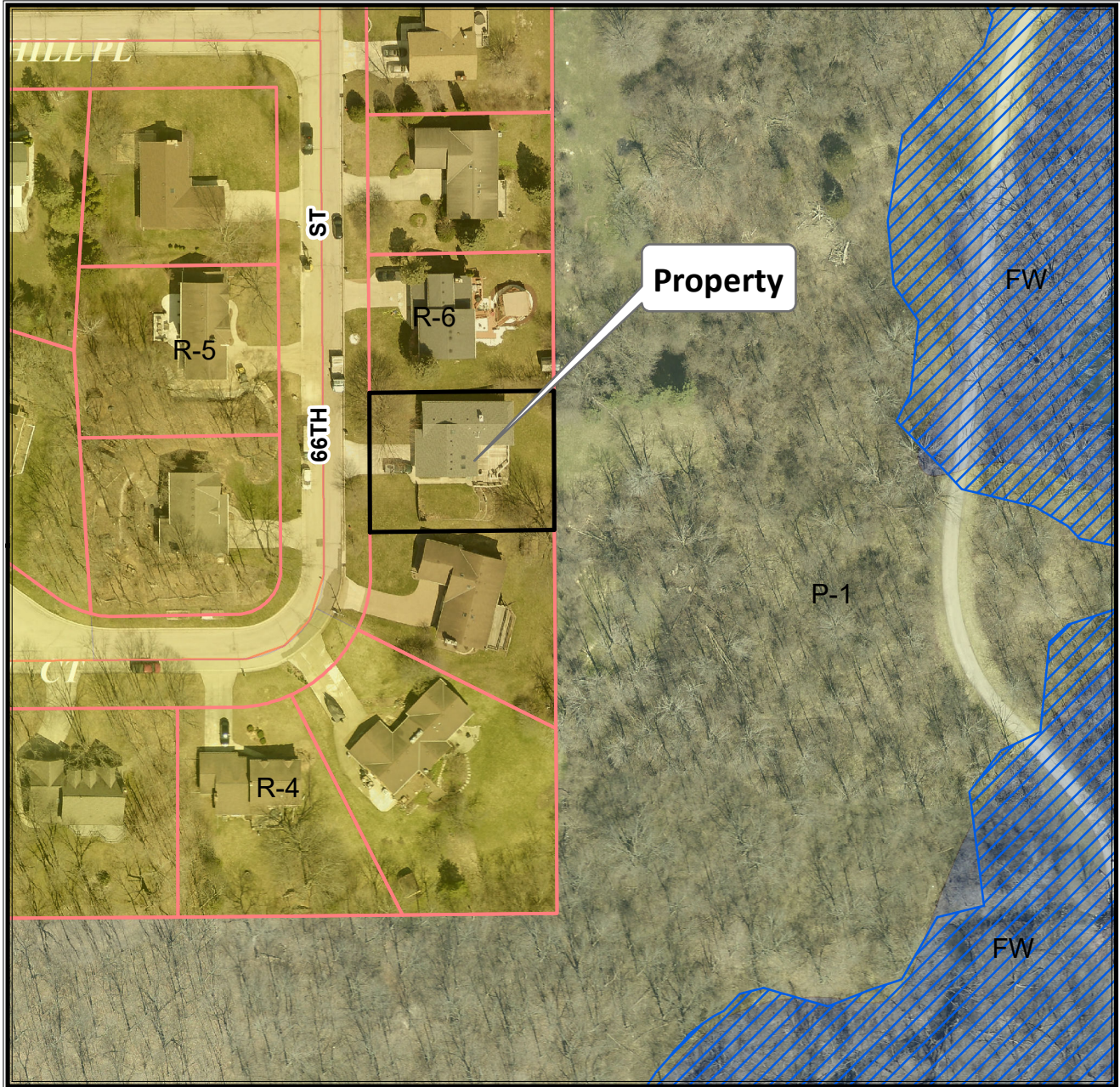
Police Department comments

4. The Franklin Police Department has no issues or concerns with this project.

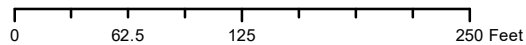
Fire Department comments

5. No comments.

8024 S. 66th Street
TKN: 805 0077 000

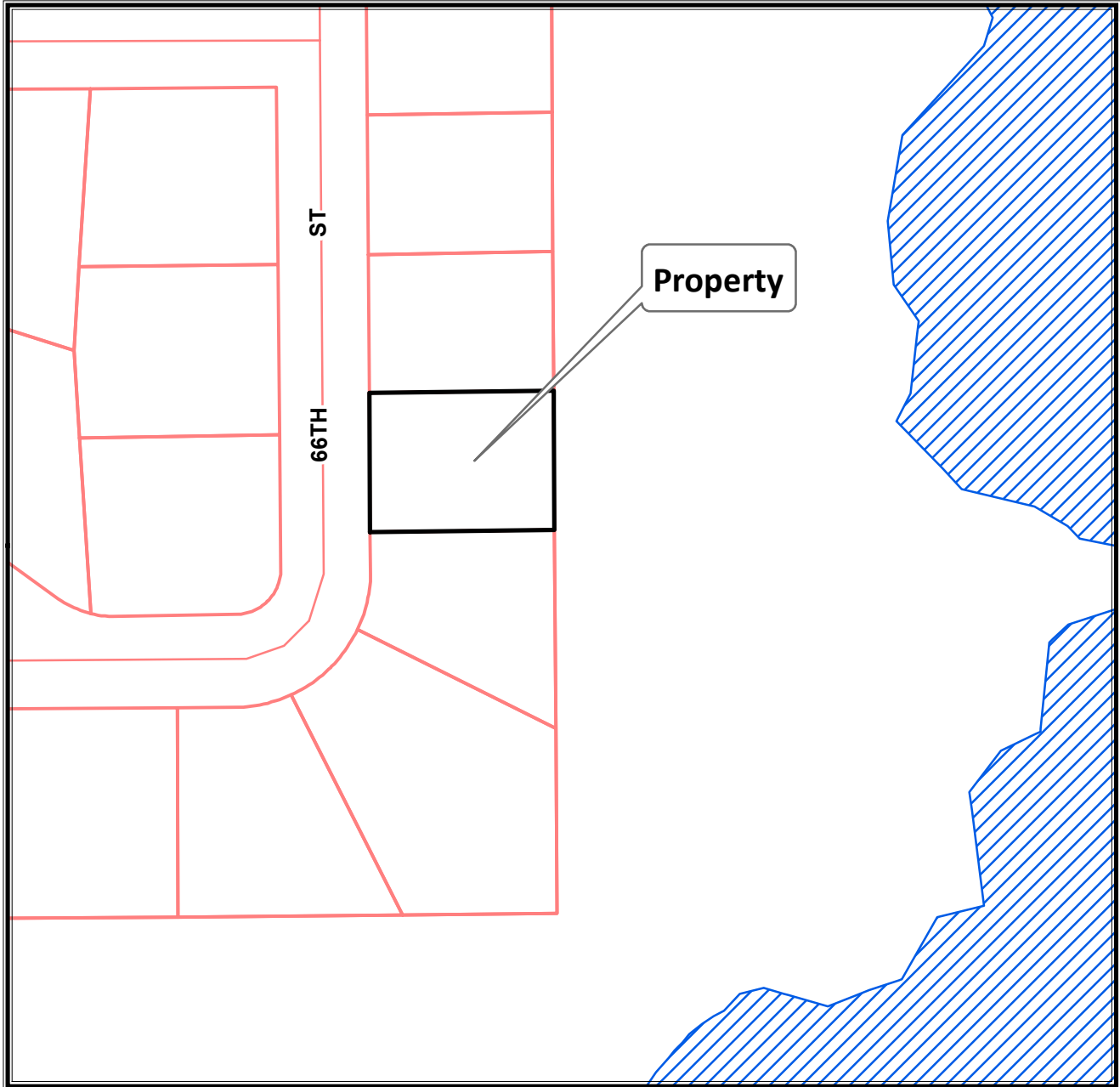


Planning Department
(414) 425-4024

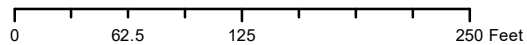


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

8024 S. 66th Street
TKN: 805 0077 000



Planning Department
(414) 425-4024



This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



Date of Application: _____

AREA EXCEPTION APPLICATION

Complete, accurate and specific information must be entered. Please Print.

<p>Applicant (Full Legal Name[s]): Name: <u>Mark Brian + Laura Jayne Schaedler</u> Company: _____ Mailing Address: <u>8024 South 66th Street</u> City / State: <u>Franklin WI</u> Zip: <u>53132</u> Phone: <u>(414) 529-9956</u> <u>(414) 731-6358</u> Email Address: <u>mschaedler@gmail.com</u></p> <p>Project Property Information: Property Address: <u>8024 S 66th Street</u> Property Owner(s): <u>same</u> Mailing Address: <u>same</u> City / State: <u>same</u> Zip: _____ Email Address: <u>same</u></p>	<p>Applicant is Represented by (contact person) (Full Legal Name[s]): Name: <u>na</u> Company: <u>na</u> Mailing Address: <u>na</u> City / State: <u>na</u> Zip: _____ Phone: <u>na</u> Email Address: <u>na</u></p> <p>Tax Key Nos: <u>na</u> Existing Zoning: <u>R6</u> Existing Use: <u>Residential</u> Proposed Use: <u>same</u> Future Land Use Identification: <u>-</u></p>
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*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>


Area Exception Application submittals for review must include and be accompanied by the following:


- This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- Application Filing Fee, payable to City of Franklin: \$300
- Legal Description for the subject property (WORD.doc or compatible electronic format).
- Seven (7) complete **collated** sets of Application materials to include: x/2
 - One (1) original and six (6) copies of a written Project Narrative, including 1) Current use and improvements on the property; 2) Ordinance standard from which Area Exception is being sought (section number and text); 3) Description of the Area Exception, giving distances and dimensions where appropriate; 4) Statement of reason(s) for the request; and 5) Description and date of any prior petition for an Area Exception.
 - Seven (7) copies of the Plat of Survey, Site Plan, Building Elevations, and Outdoor Lighting Plans, as appropriate, and any other supporting documents, which illustrate the Area Exception request. ALL plans must be collated and folded into 9x12-inch sets.
- Two photographs of the subject structure from different views (when applicable).
- Completed 'Standards in the Review of Area Exceptions' form (from Section 15-10.0209G. of the UDO).
- Three (3) Affidavit forms with original and notarized signatures (facsimiles and copies will not be accepted).
- Email (or CD ROM) with all plans/submittal materials. Plans must be submitted in both Adobe PDF or compatible format (where applicable).

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- All Area Exceptions require a public hearing at Plan Commission, Plan Commission recommendation to BZBA, and BZBA review and approval.
- If a building permit is not issued within twelve (12) months of approval, the Area Exception will be null and void.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).


 Signature - Property Owner
Mark Brian Schaedler
 Name & Title (PRINT)
 Date: 1/25/21


 Signature - Property Owner
Laura Jayne Schaedler
 Name & Title (PRINT)
 Date: 01/25/21

 Signature - Applicant
 Name & Title (PRINT)
 Date: _____

 Signature - Applicant's Representative
 Name & Title (PRINT)
 Date: _____

Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132
Email: generalplanning@franklinwi.gov

Phone: (414) 425-4024
Fax: (414) 427-7691
Web Site: www.franklinwi.gov

Standards in the Review of Area Exceptions

Date: _____

Case No. _____

Property Owner: Mark & Laura Schadler

Property Address: 8024 South 66th Street

Section 15-10.0209G of the City of Franklin Unified Development Ordinance specifically lists Standards to be reviewed by the Board of Zoning and Building Appeals to grant or deny an Area Exception. The Standards are:

1. That the area exception will not be detrimental to or endanger the public health, safety, comfort or general welfare.

- New structure will not effect health, safety or welfare

2. That the uses, values and enjoyment of other property in the neighborhood for purposes already established shall be in no foreseeable manner substantially impaired or diminished by the area exception.

- New structure will allow indoor storage and remove current unsightly fence and outdoor stored items. Similar to neighboring homes sheds

3. That the area exception will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

- New structure follows all offsets from property lines and does not impede any neighboring improvement or development

4. That the area exception will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire within the neighborhood.

- Structure will meet all building codes including offsets and setbacks. there will be no impact to traffic congestion or fire dept accessibility.

5. That the area exception shall be in harmony with the general purpose and intent of this Unified Development Ordinance.

- Structure intent is to improve property appearance while increasing functionality to the owner.

Lot Coverage (Section 15-2.0202) Area Exception Request

For the property defined as:

Owners: Mark & Laura Schadler

Mailing Address: 8024 South 66th Street, Franklin, WI 53132

Tax Key: 805-0077-000

Legal Description: Lot 12, Block 1, "ParkView South", being a subdivision of a part of the Northeast ¼ of Section 15, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

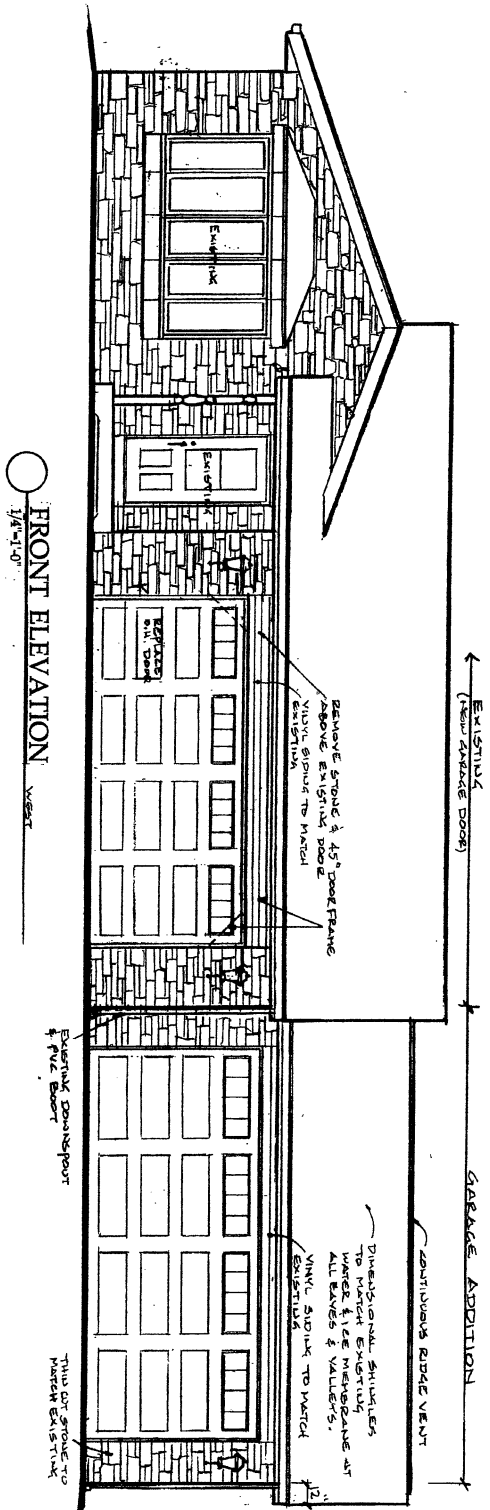
Project Narrative:

This request is for an Area Exception to add additional garage space to better match the surrounding community. Homes in this area have a 2-car or larger garage and many have an additional detached storage sheds and/or side parking pads. This home was built with a reduced width garage including an angled interior hallway that cuts through the back ½ of the garage effectively limiting it to 1-car usage. The proposed 2-car addition will allow the home to be brought up to a comparable size for parking/storage as the surrounding community. This will reduce unsightly outdoor parking/storage while increasing the functionality of the property. This proposed addition will meet all City of Franklin Codes/Setbacks and be within the 20% allowable lot coverage Area Exception. The addition structure will be constructed of high-quality materials including stone frontage, architectural shingles, windows and siding to match the current home.

City Ordinance: Section 15-2.0202 Lot Coverage & Section 15-10.0209 Area Exception

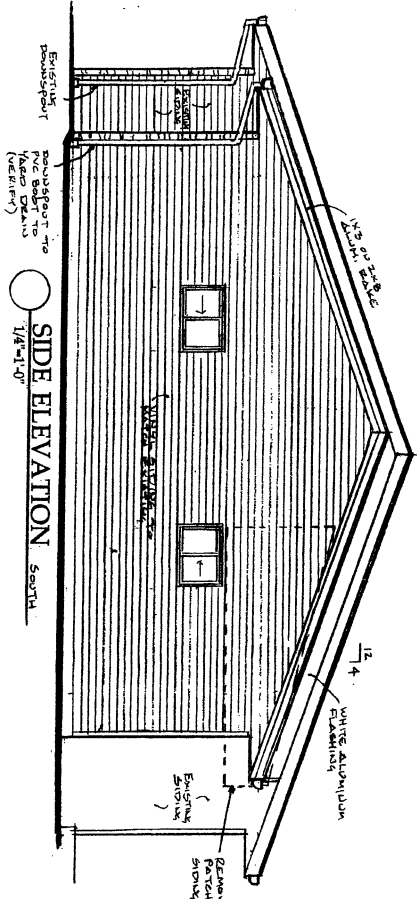
Permitted Area Exceptions. Area exceptions for front and rear yard setbacks, side yard offsets, minimum side yard on corner lots, lot area, lot width, maximum lot coverage, maximum height of principle and accessory structures and minimum living area per dwelling unit, granted pursuant to the terms and provisions of this Section are permitted, subject to all of the terms and provisions of this Section, in all districts, provided, however, that area exceptions to area and dimensional requirements as otherwise set forth in this Unified Development Ordinance may only be granted to those setback and yard and area requirements as specified above, and in no event shall the setback or yard and area requirements be reduced to less than three (3) feet in any residential zoning district or to less than five (5) feet in any other zoning district, and provided further, that area exceptions to bulk requirements as otherwise set forth in this Unified Development Ordinance may only be granted to those building bulk requirements as specified above, and in no event shall the building bulk requirements be increased or decreased by more than twenty (20) percent. No area exception may be granted to any natural resource protection standard, feature, buffer, setback or other natural resource area or dimensional requirements, such requirements only being subject to exception by way of Special Exception granted pursuant to §15-10.0208 or as may otherwise be specifically provided in Part 4 of this Unified Development Ordinance.

Franklin
MAR 05 2021
City Development

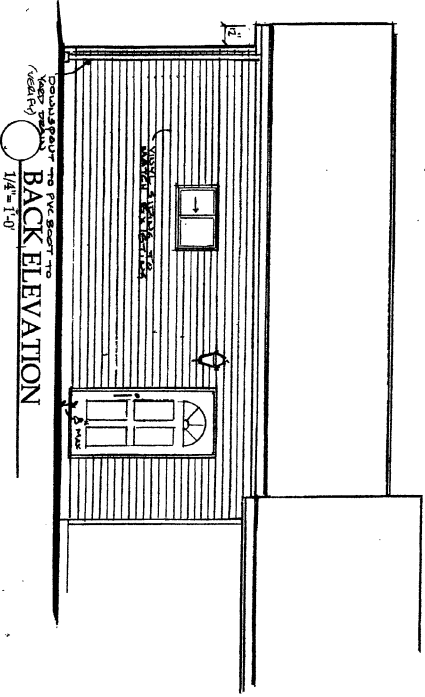


FRONT ELEVATION
WEST
1/4"=1'-0"

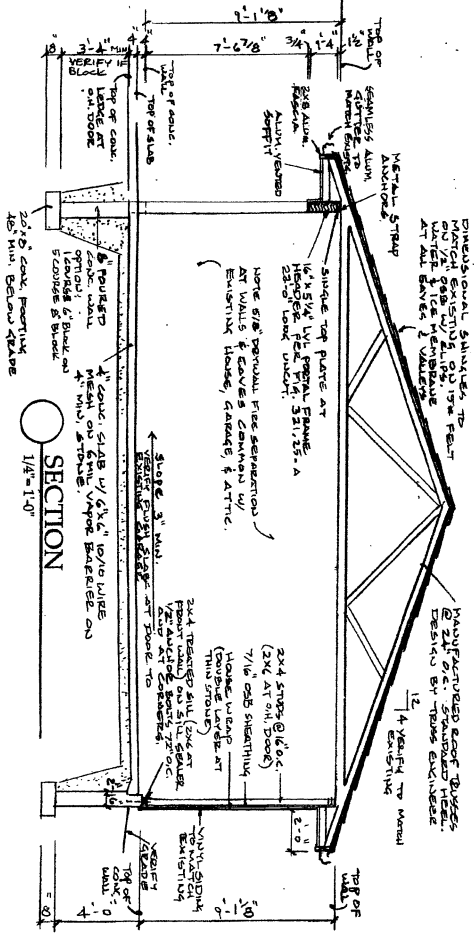
GARAGE ADDITION AREA - 616 SF



SIDE ELEVATION SOUTH
1/4"=1'-0"



BACK ELEVATION
1/4"=1'-0"

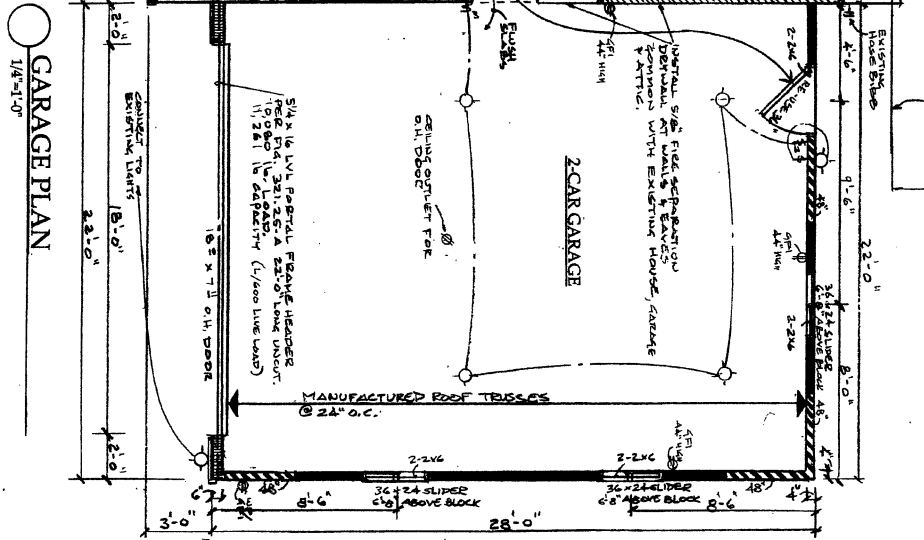
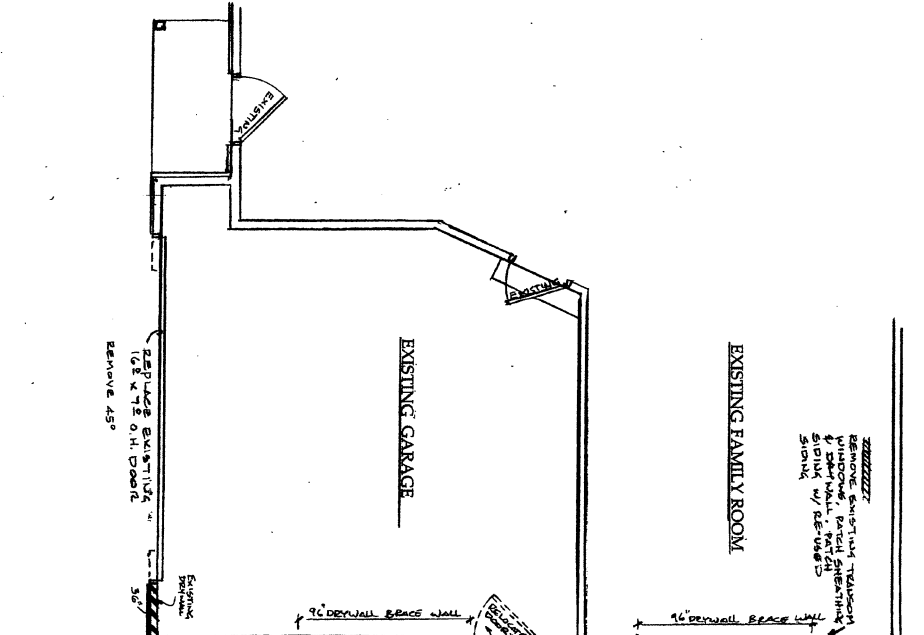
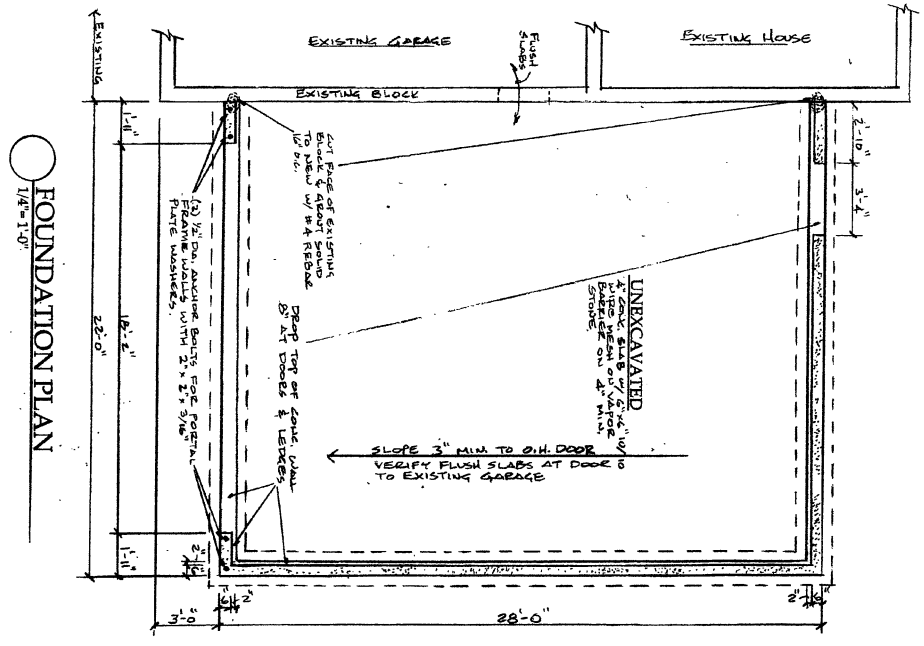


SECTION
1/4"=1'-0"

DATE: DECEMBER 30, 2020
REVISION:

SCHADLER GARAGE ADDITION
 MARK AND LAURA SCHADLER
 8024 S. 66th St., Franklin, WI 53132 (414)-529-9956
 MIKE DELLEVAR REGISTERED ARCHITECT
 5354 S. 116th St., Hales Corners, WI 53130 (414)-427-4407

All drawings and written material appearing herein constitute the original and unpublished work of the consultants and may not be duplicated, used or disclosed without the prior written consent of the consultants.



SPECIFICATIONS

The Contractor shall conform all construction to the D.I.H.R. Uniform Dwelling Code, and other state and local codes & ordinances, and shall coordinate all Sub-Contractors work and shall verify all dimensions, grades, setbacks, zoning regulations, and elevation data before proceeding with work. The Architect shall be notified immediately of all changes to the Construction Documents.

HVAC, plumbing, and electrical contractors shall provide their own design calculations and drawings as may be required for local or state approval.

The Contractor shall notify DigiPro Hotline prior to excavation to identify cables and other underground services.

Soil bearing pressure is assumed at 3,000 lbs. per sq. ft. The Contractor shall verify soil bearing pressure prior to placement of concrete footings. Footings shall rest on firm undisturbed soil below any former excavations. Wall footings shall be finished grade level. Concrete shall develop a compressive strength of 4,000 psi at 28 days for footings, 3,500 psi for slabs in heated areas, and 4,000 psi plus the appropriate admixture for slabs in unheated areas. All concrete work shall be protected from freezing or other weather conditions that may affect the appearance and/or structural strength.

Consult with Owner for additional or revised specifications.

SCHADLER GARAGE ADDITION
 MARK AND LAURA SCHADLER
 8024 S. 66th St., Franklin, WI 53132 (414)-529-9956
 MIKE DELLEVAR REGISTERED ARCHITECT
 5354 S. 116th St., Hales Corners, WI 53130 (414)-427-4407

All drawing and written material appearing herein constitute the original and unpublished work of the consultants and may not be duplicated, used or disclosed without the prior written consent of the consultants.

DATE: DECEMBER 30, 2020.

REVISION:

2

60' WIDE
MACADAM

66 ft

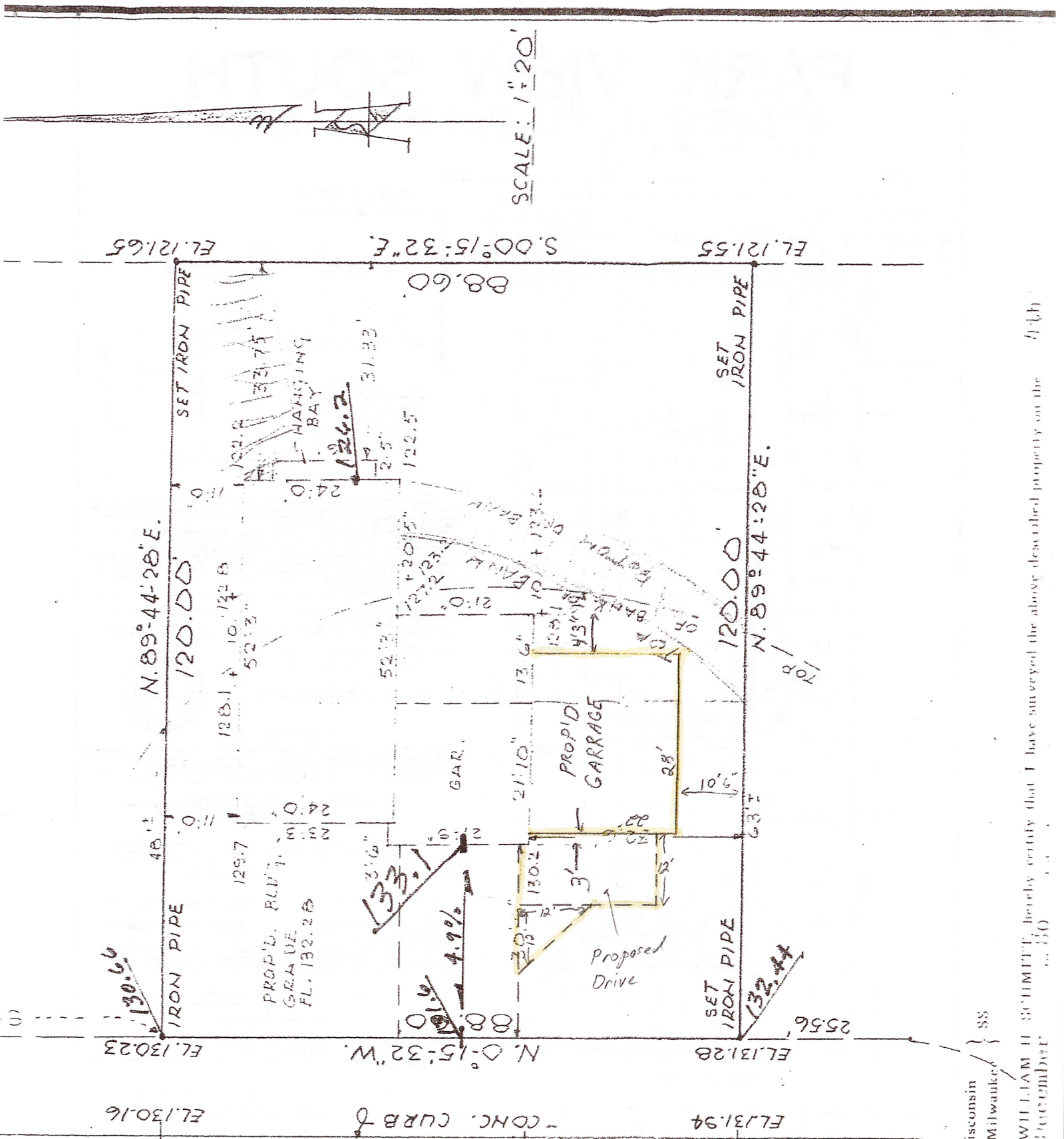
S

V.H. RIM 131.92
8" N. 120.15
6" S.W. 120.42
6" S.E. 120.57

8" SANITARY SEWER

State of Wisconsin
County of Milwaukee

WILLIAM H. SCHMIDT, hereby certify that I have surveyed the above described property on the
... 150
December



EL. 130.16
EL. 130.23
N. 0°-15'-32" W.
S. 00°-15'-32" E.
EL. 121.55
EL. 121.65

N. 89°-44'-28" E.
120.00

120.00
N. 89°-44'-28" E.
TOP

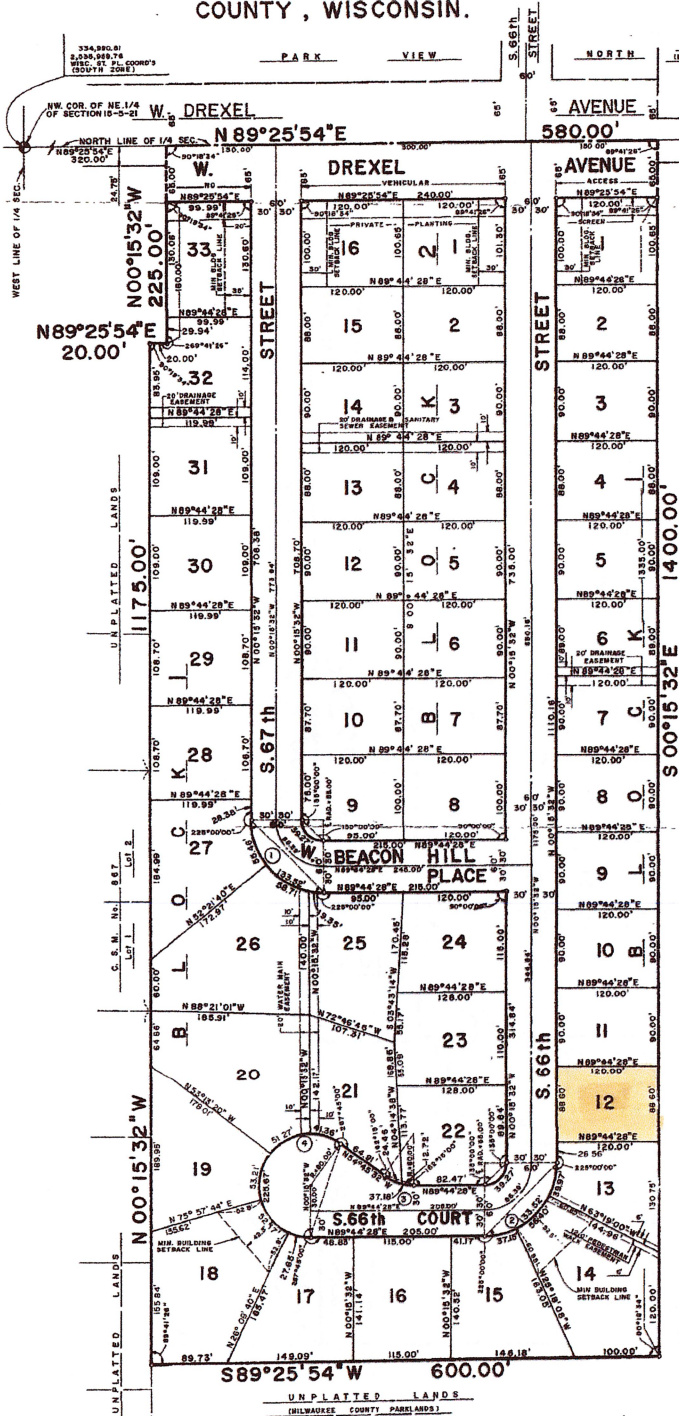
SCALE: 1" = 20'

(1)

44th

PARK VIEW SOUTH

BEING A SUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



UNPLATTED LANDS (MILWAUKEE COUNTY PARCELS)

JOHNSON, AVERILL & ASSOC., INC.
420 FREDERICK STREET
WAUKESHA, WISCONSIN 53186

GRAPHIC SCALE
SCALE: 1" = 80'
DRAWN BY: *Wm. E. Yack*

LEGEND
O - DENOTES 2" DIA. IRON PIPE, WEIGHING 3.85 LBS./LINEAL FEET, 30" IN LENGTH.
ALL OTHER LOT CORNERS ARE MONUMENTED WITH A 1" DIA. IRON PIPE, WEIGHING 1.15 LBS./LINEAL FEET, 24" IN LENGTH.

NOTES
ALL LINEAL MEASUREMENTS ARE SHOWN AND HAVE BEEN REARED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISC. ST. PL. COORD. SYSTEM (SOUTH ZONE).
NO DIRECT VEHICULAR ACCESS IS PERMITTED TO LOTS 1 & 3 OF BLOCK 1 & LOTS 1 & 16 OF BLOCK 2 FROM W. DREXEL AVENUE.

LOCATION MAP
SECTION 15-S-21

SURVYOR'S CERTIFICATE

STATE OF WISCONSIN ss
MILWAUKEE COUNTY
I, WILLIAM E. YACK, Registered Land Surveyor, do hereby certify that I have surveyed, divided and mapped PARK VIEW SOUTH being a subdivision of part of the Northeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 15, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northeast 1/4 Section; thence N 89° 25' 54" E, along the North line of said 1/4 Section, 370.00 feet to the place of beginning of the lands to be described; thence continuing N 89° 25' 54" E, along said North line, 500.00 feet; thence S 0° 15' 32" E, parallel to the West line of said 1/4 Section, 1800.00 feet; thence N 89° 25' 54" W, parallel to the North line of said 1/4 Section, 600.00 feet; thence N 0° 15' 32" E, parallel to the West line of said 1/4 Section, 1175.00 feet; thence N 89° 25' 54" E, parallel to the North line of said 1/4 Section, 20.00 feet; thence N 0° 15' 32" W, parallel to the West line of said 1/4 Section, 225.00 feet to the place of beginning.

That I have made this survey, land division and plat by the direction of the below listed owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 71 of the City of Franklin municipal code in surveying, dividing and mapping the same.

Dated this 18th day of October, 1917.

REVISED THIS 30th DAY OF NOVEMBER, 1917.



OWNER'S CERTIFICATE OF DEDICATION

PARKWAY HOMES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, and its corporate seal, do hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

PARKWAY HOMES, INC. does further certify that this plat is required by s. 236.10 or s. 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

APPROVING AGENCY
City of Franklin

AGENCIES WHO MAY OBJECT
Department of Local Affairs & Development
Milwaukee County Park Commission
Milwaukee County

In witness whereof, the said PARKWAY HOMES, INC. has caused these presents to be signed by RICHARD D. ZIEGEMAN, its president, and FRIEDA P. SCHMIDT, its secretary, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____, 19__.

In the presence of:

Witness: RICHARD D. ZIEGEMAN, President
FRIEDA P. SCHMIDT, Secretary

CITY TREASURER'S CERTIFICATE

STATE OF WISCONSIN ss
MILWAUKEE COUNTY
I, WILLIAM L. GRAD, being the duly appointed, qualified and acting Treasurer of the City of Franklin, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____, 19__, affecting the lands included in the plat of PARK VIEW SOUTH.

Dated: _____, 19__.

WILLIAM L. GRAD, City Treasurer

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN ss
MILWAUKEE COUNTY
I, JOSEPH J. BOGOMUCK, being the duly elected, qualified and acting Treasurer of the County of Milwaukee, do hereby certify that the records in my office show no uncollected tax value and no unpaid taxes or special assessments as of _____, 19__, affecting the lands included in the plat of PARK VIEW SOUTH.

Dated: _____, 19__.

JOSEPH J. BOGOMUCK, County Treasurer

COMMON COUNCIL RESOLUTION NUMBER

Resolved, that the plat of PARK VIEW SOUTH, a subdivision in the City of Franklin, is hereby approved conditionally by the Common Council.

(seal)

APPROVED: THEODORE WERNER, Mayor
Date: _____

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Franklin and that all conditions for approval have been met as of the _____ day of _____, 19__, therefore this plat is approved.

CURVE No.	LOT No.	ARC LENGTH	RADIUS LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	DEFLECTION ANGLE
1 N Total		39.27	25.00	35.36	N 45° 15' 32" W	90° 00' 00"	45° 00' 00"
1 C.L.		86.39	55.00	77.78	" " " "	" " " "	" " " "
1 S Total		133.52	85.00	120.21	" " " "	" " " "	" " " "
1 S	24	13.25	"	19.51	N 83° 14' 11" W	13° 02' 12"	05° 31' 21"
1 S	26	59.71	"	57.55	N 57° 55' 35" W	39° 34' 30"	19° 47' 15"
1 S	28	59.56	"	56.68	N 18° 55' 56" W	37° 22' 58"	18° 45' 30"
2 W Total		39.27	25.00	35.36	N 45° 15' 32" E	90° 00' 00"	45° 00' 00"
2 C.L.		86.39	55.00	77.78	" " " "	" " " "	" " " "
2 S Total		133.52	85.00	120.21	" " " "	" " " "	" " " "
2 S	13	39.97	"	39.60	S 13° 11' 14" W	24° 55' 34"	13° 28' 14"
2 S	15	56.10	"	55.37	S 15° 14' 24" W	38° 00' 52"	19° 00' 26"
2 S	17	37.15	"	36.86	S 77° 13' 10" W	25° 02' 18"	18° 31' 18"
3 Total		37.18	60.00	36.50	S 72° 30' 32" E	35° 30' 09"	17° 45' 00"
3	1	84.46	"	84.29	S 64° 34' 12" E	23° 11' 59"	11° 40' 10"
3	2	32.72	"	32.69	S 84° 11' 12" E	12° 48' 10"	05° 04' 40"
4 Total		225.47	60.00	221.29	N 17° 49' 28" E	215° 38' 09"	107° 15' 09"
4	1	87.65	"	87.41	N 77° 49' 28" E	26° 24' 18"	13° 24' 06"
4	2	52.17	"	50.54	N 58° 58' 46" W	49° 48' 04"	24° 54' 32"
4	3	53.21	"	51.49	N 11° 22' 12" E	50° 48' 56"	25° 24' 28"
4	4	51.27	"	49.73	N 6° 15' 34" E	48° 57' 48"	24° 28' 54"
4	5	41.36	"	40.55	S 74° 30' 32" E	39° 30' 09"	19° 45' 09"



City of Franklin, WI
Sunday, January 24, 2021

Chapter UDO. Unified Development Ordinance

Part 10. Commissions and Boards

Division 15-10.0200. Board of Zoning and Building Appeals

§ 15-10.0209. Area Exceptions.

- A. **Statement of Purpose.** The development and execution of this Unified Development Ordinance is based upon the division of the City into districts, within which districts, the use of land and buildings, and bulk and location of buildings and structures in relation to the land, are mutually compatible and substantially uniform. However, there are certain area and dimensional and bulk specifications that cannot be allowed without consideration, in each case, of the impact of those specifications upon neighboring land or public facilities. Such specifications are classified as area exceptions. The following provisions are thus established to regulate the area exceptions which require special consideration.
- B. **Authority of the Board of Zoning and Building Appeals.** The Board of Zoning and Building Appeals, upon review and recommendation of the Plan Commission shall, within a reasonable time, grant or deny any application for an area exception. Prior to the granting of an area exception, the Board shall make findings based upon the evidence presented that the standards herein prescribed are being complied with.
- C. **Permitted Area Exceptions.** Area exceptions for front and rear yard setbacks, side yard offsets, minimum side yard on corner lots, lot area, lot width, maximum lot coverage, maximum height of principle and accessory structures and minimum living area per dwelling unit, granted pursuant to the terms and provisions of this Section are permitted, subject to all of the terms and provisions of this Section, in all districts, provided, however, that area exceptions to area and dimensional requirements as otherwise set forth in this Unified Development Ordinance may only be granted to those setback and yard and area requirements as specified above, and in no event shall the setback or yard and area requirements be reduced to less than three feet in any residential zoning district or to less than five feet in any other zoning district, and provided further, that area exceptions to bulk requirements as otherwise set forth in this Unified Development Ordinance may only be granted to those building bulk requirements as specified above, and in no event shall the building bulk requirements be increased or decreased by more than 20%. No area exception may be granted to any natural resource protection standard, feature, buffer, setback or other natural resource area or dimensional requirements, such requirements only being subject to exception by way of Special Exception granted pursuant to § 15-10.0208 or as may otherwise be specifically provided in Part 4 of this Unified Development Ordinance.
- D. **Eligibility for Area Exception.** Any person, firm, corporation or organization having a freehold interest or a possessory interest entitled to exclusive possession, or a contractual interest which may become a freehold possessory interest, or an exclusive possessory interest and which is specifically enforceable in the land for which an area exception is sought may file an application for an area exception if one or more of the conditions of eligibility in the applicable district is met.
- E. **Application for Area Exception.** An application for an area exception shall be filed with the Office of the Planning Manager. The application shall be accompanied by such plans and other information as may be prescribed by the Planning Manager or the Board of Zoning and Building Appeals and an application fee of \$300. It shall include a statement in writing by the applicant and adequate information to enable the Planning Manager to make a determination on eligibility, based on the requirements for the district in

which the property is located, and to enable the Board of Zoning Building Appeals to determine if the standards set forth in Subsection G., below, are met.

- F. **Hearing on Application.** Upon receipt of an eligible application for an area exception, the Plan Commission shall hold a public hearing on each application and make a recommendation to the Board of Zoning and Building Appeals. If the Board of Zoning and Building Appeals does not receive a recommendation from the Plan Commission within 45 days of the filing of the application for an area exception, the Board of Zoning and Building Appeals may hold hearings without first receiving the recommendation. Notice of the time, place and purpose of such hearing shall be given by publication of a Class 1 Notice, pursuant to Ch. 985, Wis. Stats., said time, place and purpose of such hearing shall also be delivered by regular mail to the applicant and to all owners of properties or portions of properties within 500 feet of the lands described in the application, mailed not less than 10 days prior to the hearing, with the ownership to be determined by the records on file in the Office of the City Assessor; notice to one of joint or in-common owners being notice to all.
- G. **Standards.** The Board of Zoning and Building Appeals shall grant no area exception unless such Board shall find, upon proof submitted and borne by the applicant, that all of the following conditions are present:
1. That the area exception will not be detrimental to or endanger the public health, safety, comfort or general welfare.
 2. That the uses, values and enjoyment of other property in the neighborhood for purposes already established shall be in no foreseeable manner substantially impaired or diminished by the area exception.
 3. That the area exception will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
 4. That the area exception will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire within the neighborhood.
 5. That the area exception shall be in harmony with the general purpose and intent of this Unified Development Ordinance.
- H. **Conditions.** The Board of Zoning and Building Appeals, in considering and granting an application for an area exception, may condition the granting of an area exception on compliance with the standards in Section G. above and with other conditions, including, but not limited to, landscaping, lighting, and site plan changes. In all cases in which area exceptions are granted, the Board of Zoning and Building Appeals shall require such evidence and guarantees as it may deem necessary as proof that the conditions stipulated in connection therewith are being and will be complied with.
- I. **Order of the Board of Zoning and Building Appeals.** The concurring vote of four members of the Board of Zoning and Building Appeals shall be necessary to grant an area exception. No order of the Board of Zoning and Building Appeals granting an area exception shall be valid for a period longer than one year from the date of such order unless a building permit is obtained within such period, and the erection or alteration of a building is started, or the use is commenced within such period.
- J. **Effect of Denial of Application.** No application for an area exception which has been denied wholly or in part by the Board of Zoning and Building Appeals shall be resubmitted for a period of one year from the date of said denial, unless placed on file without prejudice, except on the grounds of new evidence or proof of change of conditions found to be valid by the Board of Zoning and Building Appeals.

Garage Addition Proposal Calculations

Mark and Laura Schadler

8024 South 66th Street, Franklin, WI 53132

House square footage calculations

Section 1	
(Kitchen/ Dining/3 bedroom/Family room)	
depth	52.3 ft
width	24.0 ft
	<u>1,254.0 ft²</u>
Section 2	
(Garage/Living room)	
depth	35.3 ft
width	21.0 ft
	<u>742.0 ft²</u>
Section 2 - offset	
(Garage)	
width	0.8 ft
depth	3.5 ft
	<u>2.6 ft²</u>
House lot coverage	<u>1998.6 ft²</u>
Total lot coverage (incl deck)	2545.6 ft²

Proposed Garage	
width	22.0 ft
depth	28.0 ft
	616.0 ft²

Total Proposed Lot Coverage	3161.6 ft²
------------------------------------	------------------------------

Lot square footage calculations

Lot size	
width	88.6 ft
Depth	120.0 ft
	10,632.0 ft²
Allowable lot coverage	25%
	2,658.0 ft²
Allowable Variation (% increase)	20%
	3189.6 ft²

Deck	
width	21.5 ft
depth	23 ft
	<u>494.5 ft²</u>
45° Corner reduction	7 ft
	<u>49 ft²</u>
	<u>445.5 ft²</u>
Grill	
width	3 ft
depth	5.5 ft
	<u>16.5 ft²</u>
Landing	
width	8.5 ft
depth	10 ft
	<u>85 ft²</u>
Total flat deck surface	547 ft²



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of March 18, 2021

Temporary Use

RECOMMENDATION: Department of City Development staff recommends approval of this Temporary Use from April 1 to October 31, 2021.

Project Name:	Firewise Barbecue Food Truck.
Project Address:	10925 W Speedway Drive
Applicant:	Alex Obradovich. Firewise Barbecue Company, LLC.
Property Owner:	Menard, Inc.
Current Zoning:	M-1 Limited Industrial District
2025 Comprehensive Plan	Commercial
Use of Surrounding Properties:	Commercial zoned M-1 to the north and south, vacant properties zoned M-1 to the east and west, multi-family residential to the south.
Applicant Action Requested:	Approval of Temporary Use from April 1 to October 31, 2021
Planner:	Régulo Martínez-Montilva, Principal Planner

Introduction/Background

Temporary Use application to allow for food truck operation in the Menards parking lot at 10925 W. Speedway Dr. The tow vehicle and food trailer would occupy 9 parking stalls as indicated in the submitted site plan, the operator would use orange cones to block the service side of the trailer where customers order, cones would be flush to parking stalls. The proposed food truck operation is from April 1 to October 31, 2021, with food service from 11:00 am to 6:00 pm and food truck parking from 9:00 am to 6:30 pm. The applicant is planning to operate at this location 1 to 2 days per week but requesting permission for 7 days a week.

This temporary use permit requires Plan Commission approval because the requested period of operation is over 30 calendar days and is located in the M-1 Limited Industrial zoning district. Precedents of approved temporary use permits for this property include:

- Christmas Tree Sales (2004-2006).
- Tree-Ripe Citrus Co. (2013-2019).
- Gypsy Fruit (2015).

Analysis

City Development staff reviewed this application for compliance with the Unified Development Ordinance (UDO) Section 15-3.0804.B “Temporary Miscellaneous Outdoor Sales”:

1. *Location. No display, sales or parking is permitted in any street right-of-way, except such parking on-street as is regularly permitted. In addition, no display, sales or parking shall obstruct pedestrian or vehicular traffic. All display areas or temporary structures shall comply with the minimum required yard setbacks for the zoning district for the property upon which the temporary miscellaneous outdoor sale occurs.*
 - City Development staff has no concerns with the proposed location.
2. *Parking. All parking shall be on-site, except such on-street parking as is regularly permitted. The applicant must demonstrate that there will be adequate parking for the existing uses as well as the proposed temporary miscellaneous outdoor sale.*
 - All parking must be within the property.
3. *Trash and Debris. The applicant must demonstrate and provide adequate facilities to dispose of all trash or other waste generated by the temporary miscellaneous outdoor sale.*
 - City Development staff recommends that the operator must provide at least one (1) trash receptacle for customers.
4. *Signage. All signage shall be in accordance with the sign regulations set forth in this Ordinance.*
 - City Development staff has no concerns with the food truck lettering as presented in submitted pictures. Advertising of products/services that are not incidental to the food truck use are prohibited per Municipal Code Section 210-10 “Signs on vehicles”.
5. *Temporary Outdoor Structures. All proposed temporary outdoor structures (tents, canopies) are subject to review and approval of the Fire Inspector and the Building Inspector.*
 - This standard does not apply as no tents/canopies are proposed.
6. *Temporary Miscellaneous Outdoor Sales Shall be Limited to 14 Consecutive Days. Owners must obtain a Temporary Use Permit for each temporary miscellaneous outdoor sale before the use is permitted. Each such uses shall not exceed 14 consecutive calendar days. The total days of such temporary uses during a calendar year shall not exceed 30 calendar days.*
 - If approved, the temporary use permit will be valid from April 1 to October 31, 2021, a separate temporary use permit will be required for any operations beyond this time frame.
7. *A Site Plan is Required. A site plan showing location of existing buildings, locations of proposed structures for the sales/events, locations of parking spaces, signage, hours of operation, what merchandise is being sold and any other information pertinent to the review of the sales/events and as may be so required by the Zoning Administrator or designee of the City Planning Department or the Plan Commission, as applicable, shall*

be submitted as part of the application for a commercial temporary outdoor sale use.

- Submitted application materials have been deemed complete for review.

Staff recommendation

Department of City Development staff recommends approval of this Temporary Use from April 1 to October 31, 2021, subject to the conditions set forth in the attached resolution.

It is recommended that the Plan Commission authorizes staff to review and issue subsequent temporary use permits for this food truck operation as long as the location, period of time in calendar days and hours of operations are not altered. Staff may refer any future temporary use application to the Plan Commission (condition #6).

RESOLUTION NO. 2021-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A TEMPORARY USE FOR A FIREWISE BARBECUE
COMPANY FOOD TRUCK OPERATION IN THE PARKING LOT OF THE
MENARDS STORE LOCATED AT 10925 WEST SPEEDWAY DRIVE
(ALEXANDER M. OBRADOVICH, OWNER OF FIREWISE
BARBECUE COMPANY LLC, APPLICANT)

WHEREAS, Alexander M. Obradovich, owner of Firewise Barbecue Company LLC having petitioned the City of Franklin for the approval of a Temporary Use to allow for a food truck operation in the Menards parking lot located at 10925 West Speedway Drive (the tow vehicle is 22 feet in length and the food trailer is 30 feet in length (both vehicles are 8.5 feet wide) and will occupy 9 parking stalls), from April 1, 2021 through October 31, 2021, with food service from 11:00 a.m. to 6:00 p.m. (food truck parking from 9:00 a.m. to 6:30 p.m.);

WHEREAS, the Plan Commission having found that the proposed Temporary Use, subject to conditions, meets the standards set forth under §15-3.0804 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the petition of Alexander M. Obradovich, owner of Firewise Barbecue Company LLC for the approval of a Temporary Use to allow for a food truck operation, for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. The approval granted hereunder shall allow for such use from April 1, 2021 through October 31, 2021, with food service from 11:00 a.m. to 6:00 p.m. (food truck parking from 9:00 a.m. to 6:30 p.m.), and all approvals granted hereunder expiring at 6:30 p.m. on October 31, 2021.
2. The Firewise Barbecue Company truck and trailer shall be parked within the 9 parking spaces in the Menard's parking lot as shown on the Site Plan, City file-stamped February 16, 2021.
3. The applicant must submit a valid lease or authorization from the property to the Department of City Development, prior to the operation of the food truck.
4. A minimum of one (1) trash receptacle must be provided to properly dispose of any waste generated by this use.

ALEXANDER M. OBRADOVICH, OWNER OF FIREWISE BARBECUE COMPANY
LLC – TEMPORARY USE
RESOLUTION NO. 2021-_____

Page 2

5. No display, sales, or parking shall obstruct vehicular traffic. Drive aisles must be maintained at all times to allow safe and efficient vehicular access throughout the Menards parking lot.
6. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but not limited to, all necessary licenses/permits which are required through the Building Inspection Department, Clerks Office, and Health Department.
7. Any signage other than lettering on the truck and trailer shall be subject to issuance of a Sign Permit from the City of Franklin Building Inspection Department.
8. The lettering on the truck and trailer is limited to advertising incidental to the food truck operation, any other advertising is prohibited per Municipal Code Section 210-10 "Signs on Vehicles".

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2021.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Chairman

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

MEMORANDUM

Date: March 2, 2021
To: Alex Obradovich. Firewise Barbecue Company, LLC.
From: Department of City Development.
RE: Application for Temporary Use, Firewise BBQ Food Truck - 10925 W Speedway Drive

Please be advised that City Staff has reviewed the above application received on February 16, 2021, to allow for Food Truck operation at 10925 W Speedway Drive from April 1 to October 31, 2021. Department comments are as follows:

Department of City Development

City Development staff reviewed this application for compliance with the Unified Development Ordinance (UDO) Section 15-3.0804.B “Temporary Miscellaneous Outdoor Sales”:

1. *Location. No display, sales or parking is permitted in any street right-of-way, except such parking on-street as is regularly permitted. In addition, no display, sales or parking shall obstruct pedestrian or vehicular traffic. All display areas or temporary structures shall comply with the minimum required yard setbacks for the zoning district for the property upon which the temporary miscellaneous outdoor sale occurs.*
 - City Development staff has no concerns with the proposed location.
2. *Parking. All parking shall be on-site, except such on-street parking as is regularly permitted. The applicant must demonstrate that there will be adequate parking for the existing uses as well as the proposed temporary miscellaneous outdoor sale.*
 - Please note that on-street parking is not allowed, all parking must be within the property.
3. *Trash and Debris. The applicant must demonstrate and provide adequate facilities to dispose of all trash or other waste generated by the temporary miscellaneous outdoor sale.*
 - City Development staff recommends that the operator must provide at least one (1) trash receptacle for customers.
4. *Signage. All signage shall be in accordance with the sign regulations set forth in this Ordinance.*
 - City Development staff has no concerns with the food truck lettering as presented in submitted pictures. Please note that advertising of products that are not incidental to the food truck use are prohibited per Municipal Code Section 210-10 “Signs on vehicles”.
5. *Temporary Outdoor Structures. All proposed temporary outdoor structures (tents, canopies) are subject to review and approval of the Fire Inspector and the Building Inspector.*
 - This standard does not apply as no tents/canopies are proposed.

6. *Temporary Miscellaneous Outdoor Sales Shall be Limited to 14 Consecutive Days. Owners must obtain a Temporary Use Permit for each temporary miscellaneous outdoor sale before the use is permitted. Each such uses shall not exceed 14 consecutive calendar days. The total days of such temporary uses during a calendar year shall not exceed 30 calendar days.*
 - If approved, the temporary use permit will be valid from April 1 to October 31, 2021, a separate temporary use permit will be required for any operations beyond this time frame.
7. *A Site Plan is Required. A site plan showing location of existing buildings, locations of proposed structures for the sales/events, locations of parking spaces, signage, hours of operation, what merchandise is being sold and any other information pertinent to the review of the sales/events and as may be so required by the Zoning Administrator or designee of the City Planning Department or the Plan Commission, as applicable, shall be submitted as part of the application for a commercial temporary outdoor sale use.*
 - No comments.

Inspection Services Department Comments

8. *Temporary Use shall not block or obstruct required ADA accessible parking spaces.*

Fire Department Comments

9. *Must not block fire lanes or interfere with FD access*
 - Department of City Development note: the proposed food truck location is acceptable to the Fire Department.

Health Department Comments

10. *Health Department will need to verify current licensing depending on approval date. Operator is in process of obtaining a new Mobile license and service base license or variance.*

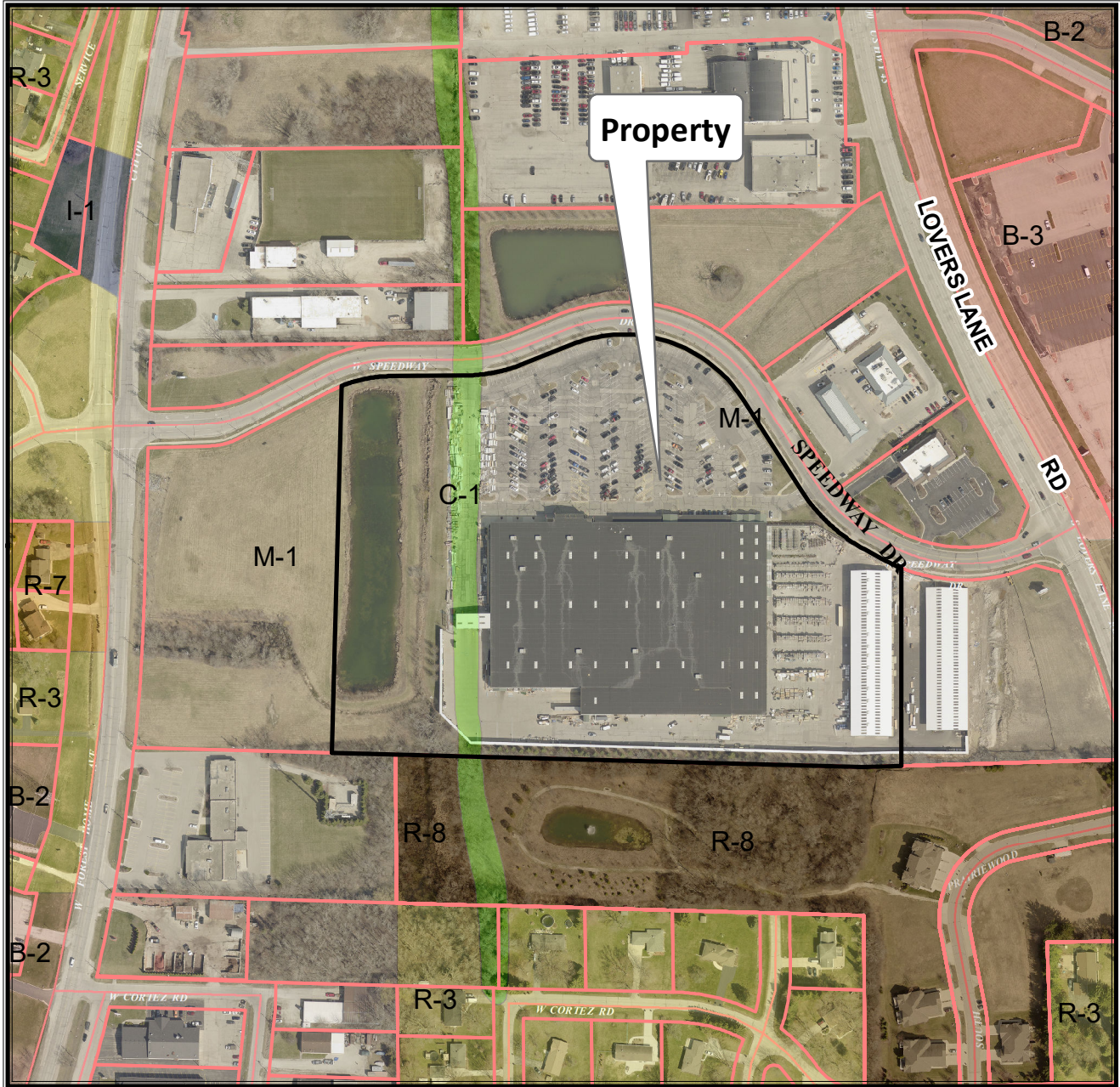
Engineering Department Comments

11. *No comments.*

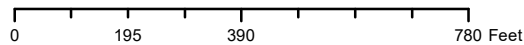
Police Department Comments

12. *The Franklin Police Department has no issues or concerns with this project.*

10925 W. Speedway Drive
TKN: 704 1007 000



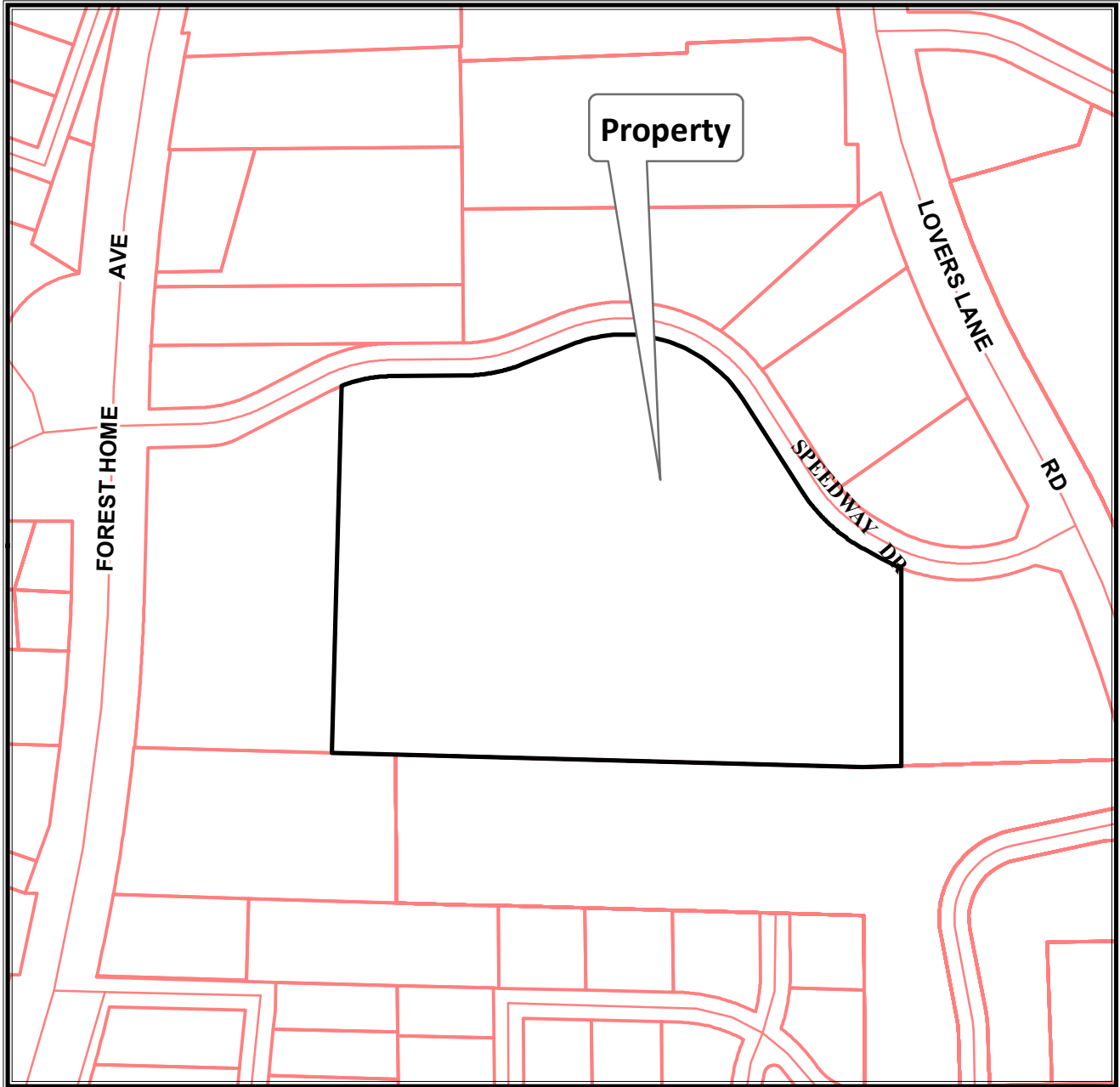
Planning Department
(414) 425-4024



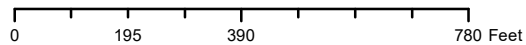
2021 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

10925 W. Speedway Drive
TKN: 704 1007 000



Planning Department
(414) 425-4024



This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.





FEB 16 2021

Date of Application _____
 City Development _____

TEMPORARY USE APPLICATION

Complete, accurate and specific information must be entered. Please Print.

Applicant Name: <u>Alex Obradovich</u> Company: <u>Fine Wise Barbecue Company</u> Mailing Address: <u>2767 S. 110th St</u> City/State: <u>West Allis WI</u> Zip: <u>53227</u> Phone: <u>414-403-1375</u> Email Address: <u>FineWiseBBQ@gmail.com</u>	(Full Legal Name[s]): Name: _____ Company: _____ Mailing Address: _____ City/State: _____ Zip: _____ Phone: _____ Email Address: _____	Applicant is Represented by (contact person) (Full Legal Name[s]): Name: _____ Company: _____ Mailing Address: _____ City/State: _____ Zip: _____ Phone: _____ Email Address: _____
Project Property Information: Property Address: <u>10925 W. Speedway Dr</u> Property Owner(s): <u>Menards</u> Mailing Address: <u>10925 W Speedway Dr</u> City/State: <u>Franklin WI</u> Zip: <u>53132</u> Email Address: _____	Tax Key Nos: _____ Existing Zoning: _____ Existing Use: _____ Proposed Use: _____	

Temporary Use Type (Check One): * Indicates that the Temporary Use is allowed without the issuance of a Temporary Use Permit.

<input checked="" type="checkbox"/> Commercial Temporary Outdoor Sales	<input type="checkbox"/> Dumpsters for Construction Sites*
<input type="checkbox"/> Temporary Miscellaneous Outdoor Sales	<input type="checkbox"/> Model Homes, Model Dwelling Units, & Pre-Construction Sales Offices*
<input type="checkbox"/> Christmas Tree Sales Lot	<input type="checkbox"/> Temporary Roadside Stands for the Sale of Agricultural Products*
<input type="checkbox"/> Concrete Batch/Asphalt Reprocessing Plants	<input type="checkbox"/> Public Interest and Special Events*
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Construction Trailers/Temporary Mobile Offices*

Temporary Use Application submittals for review must include and be accompanied by the following:

This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.

Application Filing Fee, payable to City of Franklin: \$50

Seven (7) complete collated sets of Application materials to include:

One (1) original and six (6) copies of a written Project Narrative, including detailed description of the project.

Seven (7) folded, scaled copies, of the Site Plan. (See Section 15-3.0804 of the Unified Development Ordinance for information that must be denoted on each respective plan or included with the submittal, and for additional information on the review and approval process.)

<http://www.franklinwi.gov/Home/Planning/UnifiedDevelopmentOrdinanceUDO.htm>

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Plan Commission review and approval may be required Section 15-3.0804 of the Unified Development Ordinance.
- Submittal of Application for review is not a guarantee of approval. Approval of Temporary Use does not exclude potential requirement for additional licenses or permits. For information on other licenses or permits that may be required, contact the City Clerk's office at (414) 425-7500, the Health Department at (414) 425-9101, and the Building Inspection Department at (414) 425-0084.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

See Lease Agreement
 Signature - Property Owner

Name & Title (PRINT) _____
 Date: _____

Signature - Property Owner _____
 Name & Title (PRINT) _____
 Date: _____

Alex Obradovich
 Signature - Applicant
Alex Obradovich - Owner
 Name & Title (PRINT) _____
 Date: 2-11-21

Signature - Applicant's Representative _____
 Name & Title (PRINT) _____
 Date: _____

Project Narrative

Firewise BBQ food truck 2021 Franklin WI

Operating from April 1 2021 thru October 31 2021

We are requesting permission to park a food trailer in the Menards parking lot located at 10925 W. Speedway Dr Franklin WI 53132. Our lease with Menards will allow us permission to operate 7 days a week. We plan to only operate at that location 1-2 days per week. But would request the permit to allow all 7 days since the lease also does. We arrive onsite around 9:00am and leave by 6:30pm. We are open for business from 11:00am to 6:00 pm. We remove all trash from the site, and we are self-sufficient (no power or water needed from the site). We are fully insured and have demonstrated the ability to operate safely for almost 5 years now. We operate from April 1 2021 thru October 31st 2021. The food trailer along is 30 feet long. The tow vehicle is a 2006 GMC extended cargo van and is 22 feet long. Both are 8.5 feet wide. Trailer sits under 12 feet tall. We have no additional signage other than the outside of the trailer and van. Our only outdoor lighting is LED flood lights on the service side of the trailer and lighting on the porch ceiling. We use 4 orange cones to block off the service side of the trailer where customers order. The cones are flush to the end of the parking spaces and will not impede the car traffic flow around the lot. Aside from the cones we do not have any other fencing, barriers, or planters. All our food is to-go so we don't have any seating options available for customers. The parking lot has ample extra parking spaces for customer parking, so we don't specify specific spots. We have permission from Menards to use their restrooms.

Franklin

FEB 16 2021

City Development

Food Trucks + Tow Vehicle parking takes 9 parking spots

Franklin
FEB 16 2021

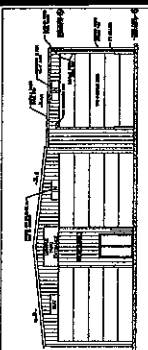
City Development



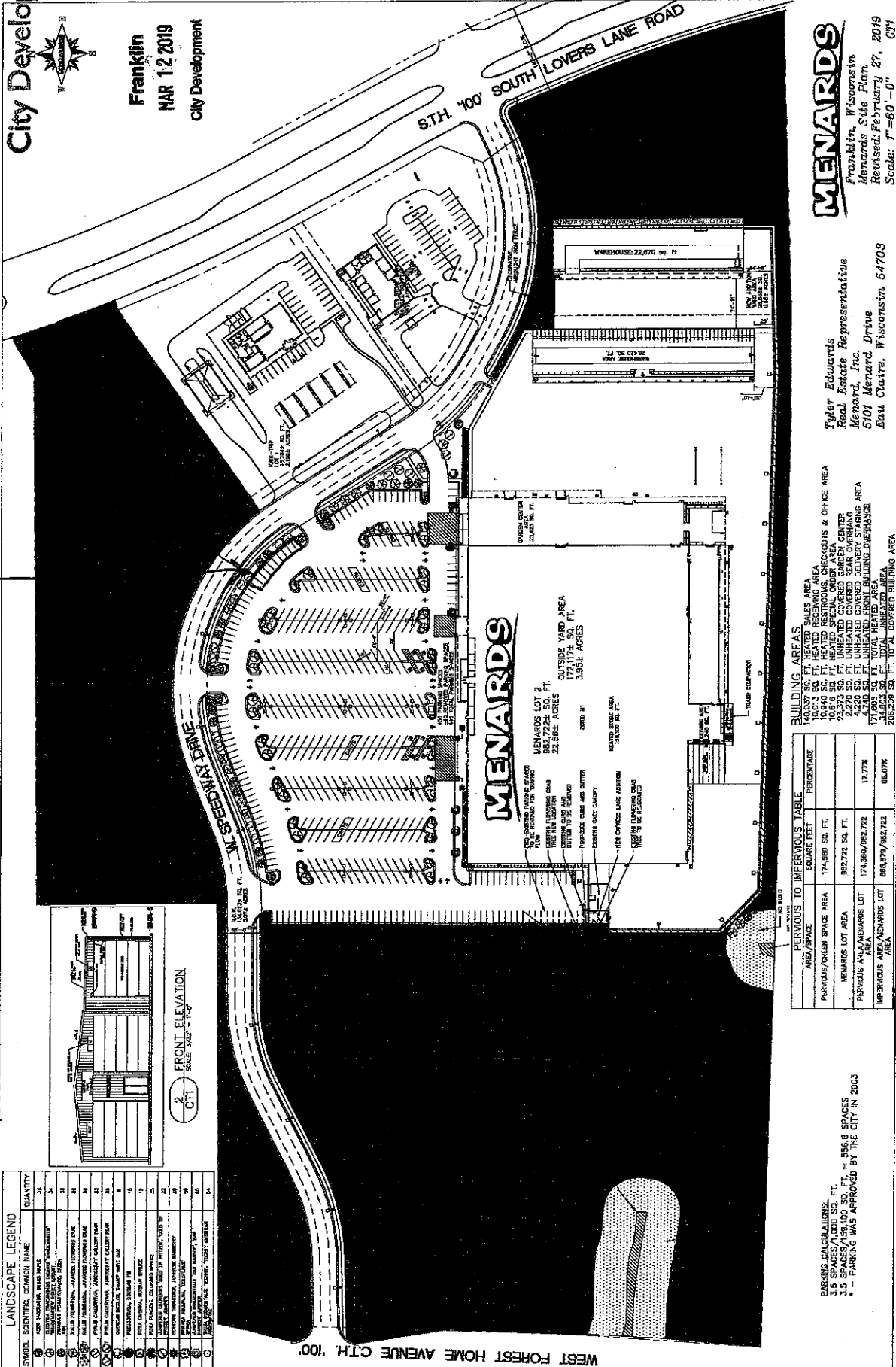
Franklin
MAR 12 2019
City Development

LANDSCAPE LEGEND

SYMBOL	SCIENTIFIC COMMON NAME	QUANTITY
1	ASH	1
2	BUR	1
3	DOGWOOD	1
4	DOGWOOD	1
5	DOGWOOD	1
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99	DOGWOOD	1
100	DOGWOOD	1



FRONT ELEVATION
SCALE: 1/8" = 1'-0"



PERVIOUS TO IMPERVIOUS TABLE

AREA/SPACE	SQUARE FEET	PERCENTAGE
PERVIOUS/GREEN SPACE AREA	174,890 SQ. FT.	
MENARDS LOT AREA	892,732 SQ. FT.	
PERVIOUS AREA/MENARDS LOT	174,890/892,732	19.7%
IMPERVIOUS AREA/MENARDS LOT	892,732/892,732	80.3%

BUILDING AREAS

- 140,037 SQ. FT. HEATED SALES AREA
- 15,013 SQ. FT. HEATED RECEIVING AREA
- 10,810 SQ. FT. HEATED STORAGE AREA
- 10,810 SQ. FT. HEATED STORAGE AREA
- 22,373 SQ. FT. UNHEATED COVERED GARBAGE CENTER
- 2,270 SQ. FT. UNHEATED COVERED REAR OVERHANG
- 4,740 SQ. FT. UNHEATED FRONT BUILDING OVERHANG
- 171,608 SQ. FT. TOTAL HEATED AREA
- 208,238 SQ. FT. TOTAL COVERED BUILDING AREA

MENARDS
Franklin, Wisconsin
Revised: February 27, 2019
Scale: 1" = 60' - 0"

Tyler Edwards
Real Estate Representative
Menard, Inc.
5101 Menard Drive
Bosc Claire, Wisconsin 54703

ENGINEERING CALCULATIONS:
31.5 SPACES/139,000 SQ. FT. = 556.8 SPACES
PARKING WAS APPROVED BY THE CITY IN 2003

Tow Vehicle



Franklin

FEB 16 2021

City Development

SERVICE SIDE **NOTE: OUTPUT ALL GRAPHICS AT 1000%**



STREET SIDE: OPTION B

NOTE: OUTPUT ALL GRAPHICS AT 1000%



Front

NOTE: OUTPUT ALL GRAPHICS AT 1000%

FRONT

OPTION A

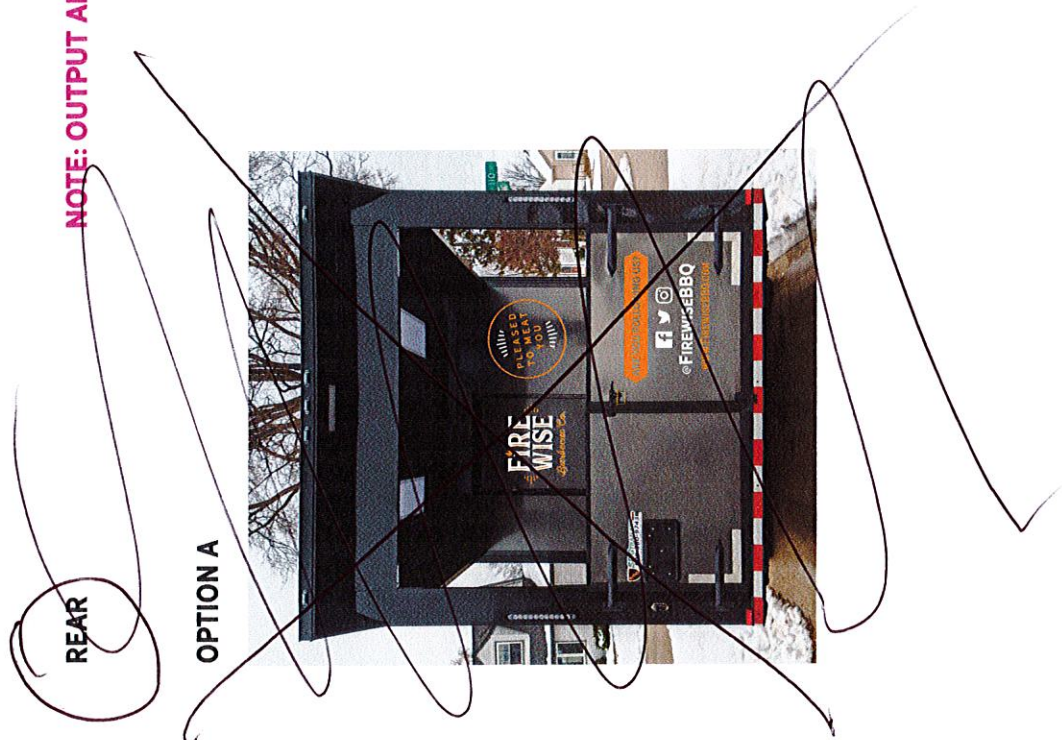


OPTION B



Rear

NOTE: OUTPUT ALL GRAPHICS AT 1000%



REAR

OPTION A



OPTION B





State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1029300298-02

Legal/Real Name: FIREWISE BARBECUE COMPANY LLC

Signature _____



Public Health
Prevent. Promote. Protect.

WEST ALLIS HEALTH DEPARTMENT
7120 W. National Avenue
West Allis, WI 53214

License, Permit or Registration

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Wisconsin statutes and is here by authorized to engage in the activity as indicated below.

ACTIVITY Mobile Restaurant - Moderate Complexity	EXPIRATION DATE 30-Jun-2021	I.D. NUMBER RGON-ACGRVJ
LICENSEE MAILING ADDRESS FIREWISE BARBECUE COMPANY LLC 2767 S 110TH ST WEST ALLIS WI 53227	NOT TRANSFERABLE	BUSINESS/ ESTABLISHMENT ADDRESS FIREWISE BARBECUE COMPANY 2767 S 110TH ST WEST ALLIS WI 53227

All Permits expire on June 30th; it is the responsibility of the licensee to make sure all applicable fees are received by the department **ON OR BEFORE JUNE 30TH OR A LATE PAYMENT FEE WILL BE ASSESSED.**

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

WEST ALLIS HEALTH DEPARTMENT
7120 W NATIONAL AVE
WEST ALLIS, WI 53214-4774
(414)302-8600

* Include the name of your facility and the ID number.

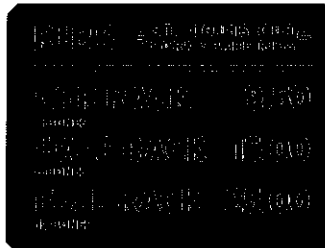
FIRE WISE

Barbecue Co.

2020 ROADSIDE MENU

SMOKED MEATS ARE AVAILABLE TO GO!

	FULL-POUND	HALF-POUND
BEEF BRISKET <small>CHOOSE SLICED OR CHOPPED</small>	20.00	11.00
PORK BELLY	19.00	10.50
TURKEY BREAST	16.00	9.00
PULLED PORK	14.50	8.25
PULLED CHICKEN	14.50	8.25
<i>Spicy Polish SAUSAGE</i>	11.50	6.75
BOLOGNA	11.50	6.75



WHITE BREAD, PICKLES & ONIONS
AVAILABLE BY REQUEST

\$3/LINK
\$3/SLICE

SANDWICHES

	REGULAR: 1/2 LB	LARGE: 1/2 LB
BEEF BRISKET	9.50	12.75
PORK BELLY	9.00	12.25
TURKEY BREAST	8.25	10.75
PULLED PORK	7.50	10.00
PULLED CHICKEN	7.50	10.00
<i>Spicy Polish SAUSAGE</i>	6.50	-
BOLOGNA	6.50	-

SMOKED MEAT SANDWICHES

Meaty NACHOS <small>INCLUDES 1/3LB MEAT OF YOUR CHOICE</small>	9.50
Cheesy NACHOS	4.50
MOINK (Moo-oink) <small>HOUSE MADE PORK AND BEEF MEATBALL WRAPPED IN BACON, SMOKED, AND GLAZED WITH OUR SWEET BBQ SAUCE, APPROX 2.5 OZ EACH</small>	2.50

JALAPEÑOS and ONIONS AVAILABLE UPON REQUEST

MEAT PLATTERS

PLATTERS INCLUDE 3 OUNCE PORTIONS OF ANY SMOKED MEAT OF YOUR CHOICE INCLUDING SPARE RIBS AND MOINKS. PLEASE SPECIFY YOUR SELECTIONS WHEN ORDERING. INCLUDES CORNBREAD.

2 MEATS	8.50
3 MEATS	12.50
4 MEATS	16.50
5 MEATS	20.50
6 MEATS	24.50
7 MEATS	28.50
8 MEATS	32.50
9 MEATS	36.50

TAKE HOME SOME *Awesome Sauce!*

SIDES

SMOKEY BAKED BEANS	2.75
COLESLAW VINEGAR BASED	2.75
CREAMY MUSTARD POTATO SALAD	2.75
CORNBREAD PER PIECE	1.00
SODA OR BOTTLED WATER	1.00

BBQ SAUCE	6.00	PER BOTTLE
FIRE SAUCE	8.00	
STALLIS BBQ RUB	8.00	

FIND US HERE

2020 FOOD TRUCK LOCATIONS

TUESDAYS / FRIDAYS*: 11am-6pm

ELLIOTT'S ACE HARDWARE

11003 W. OKLAHOMA AVE, WEST ALLIS, WI

WEDNESDAYS: 11am-6pm

NATIONAL SIGN AND DESIGN

15811 W NATIONAL AVE, NEW BERLIN, WI

THURSDAYS / SATURDAYS*: 11am-6pm

MENARDS

2101 MILLER PARK WAY, WEST MILWAUKEE, WI

*FRIDAY AND SATURDAY LOCATIONS MAY VARY BASED ON CATERING OR EVENT SCHEDULES.

Check social media pages for daily locations.

FOLLOW US @FIREWISEBBQ

We are available for PARTIES, FESTIVALS, WEDDINGS, and CORPORATE EVENTS

Contact us for details!

AWARD WINNING BBQ

◆ Since 2012 ◆

WWW.FIREWISEBBQ.COM

414-403-1375

FIREWISEBBQ@GMAIL.COM

*LOCATIONS, HOURS AND PRICES SUBJECT TO CHANGE WITHOUT NOTICE.



Sample agreement From 2019

Limited License Agreement

Food Vendor

Franklin, Wisconsin

Waiting on 2021
agreement From Menards

This Limited License Agreement ("Agreement") is made on _____, 2019, between Menard, Inc. ("Licensor") and Firewise Barbecue Company LLC ("Licensee").

Parties

Licensor is a Wisconsin corporation engaged in the business of operating a chain of home improvement stores and is headquartered at 5101 Menard Drive, Eau Claire, Wisconsin. Licensor has a retail store located at 10925 W. Speedway Drive in Franklin, Wisconsin.

Licensee is a Wisconsin limited liability company engaged in a food truck business. Licensee's address is 2767 S. 110th St., West Allis, Wisconsin 53227.

Statement of Purpose

Licensee desires to use 4 spaces located in the parking lot adjacent to Licensor's storefront as depicted in Exhibit A (the "Licensed Area") to install and operate one food truck, in accordance with and subject to the terms and conditions of this Agreement.

Licensor is willing to grant Licensee a revocable, limited, non-exclusive license over the Licensed Area for the benefit of Licensee.

Agreement

The parties agree to the following:

1. The license will commence on April 1, 2019 and terminate on October 31, 2019 (the "Term"), unless terminated earlier by either party pursuant to this Agreement.
2. Licensor hereby grants to Licensee a non-exclusive limited license to enter upon the Licensed Area during the Term solely for the purpose of operating a food truck, and for no other purpose without the prior written consent of Licensor, which consent will be at Licensor's sole discretion. Licensee acknowledges and agrees that any and all activities conducted by Licensee or Licensee's employees, agents, representatives or contractors will be solely at the risk of Licensee. Licensee acknowledges and agrees that Licensor will not provide utilities for Licensee's use.
3. Upon Licensee's execution of this Agreement, Licensee shall pay a \$500.00 license fee to Licensor for the first full month of the Term. For each subsequent month, Licensee shall pay to Licensor a \$500.00 license fee in advance at the address provided for notices in Section 22. Licensee shall pay a prorated license fee for any partial month during the Term. **All amounts paid to Licensor must be in the form of a check or money order. However, if Licensor at its sole discretion allows a payment to be made by credit card, Licensee shall also pay a processing fee of 3% of the amount charged.**
4. Upon Licensee's execution of this Agreement, Licensee shall pay to Licensor a security deposit in the amount of \$500.00, which will be held by Licensor. The security deposit will be refunded to Licensee if the Licensed Area is left in the condition called for by this Agreement. Notwithstanding the foregoing, Licensor has the right to apply and retain such portions of the security deposit as are necessary to remedy all amounts, liabilities, and obligations which Licensee assumes or agrees to

pay or discharge pursuant to this Agreement. Upon termination, Licensor will return the security deposit, or provide written explanation of deductions, within 30 days after receipt of a written request by Licensee.

5. Licensee shall operate its business on the Licensed Area only during the hours of operation of Licensor's adjacent retail store, as follows: 6:30 a.m. to 10:00 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays, Saturdays, and 8:00 am to 8:00 p.m. on Sundays, except holidays. **If Licensee ceases its operations on the Licensed Area for any period in excess of three (3) days, Licensee shall remove its truck and all other personal property and equipment from the Licensed Area until it resumes its operations. If such period of non-operation continues for more than a total of ten (10) days, except for any reasonable period of repair or maintenance of the truck, Licensor shall have the right to terminate this License Agreement on written notice thereof to Licensee.**
6. Licensee shall be in default in the event that it:
 - a. fails in the payment of fees or fails in any other charge hereunder,
 - b. fails to comply with any other term or condition of this Agreement,
 - c. fails to leave the Licensed Area clean and in the original or better condition at the end of the Term,
 - d. makes an assignment for the benefit of creditors, or
 - e. allows a lien to be filed against the Licensed Area.

In the event of any default, Licensor shall, at its option, have the right to terminate this Agreement, in addition to any other remedies which are available to Licensor. Licensor will charge Licensee a monthly delinquency charge of 1 1/2% per month (18% A.P.R.) on any rents or other charges to be paid by Licensee under this Agreement that are overdue and such charge will be paid by Licensee. In addition, Licensor shall also be entitled to receive from Licensee collection costs and attorney fees totaling not less than 15% of the unpaid balance if delinquencies are referred for collection. In the event that Licensee is in default under any other Agreement entered into between Licensor and Licensee, then Licensee shall also be in default under this Agreement and Licensor shall, at its option, have the right to terminate this Agreement, in addition to any other remedies which are available to Licensor. In any event, if this Agreement is terminated by Licensor, Licensee's obligation to pay rent and damages will not be terminated.

7. **Notwithstanding anything in this Agreement to the contrary, at its sole discretion each party will have the option to terminate this Agreement (Licensor at any time, and Licensee at any time after the first full month of the Term) with 7 days' prior written notice to the other party.** If this Agreement is terminated by Licensor without cause, Licensor will issue Licensee a refund for fees paid in advance. The refund will be pro-rated from the date of termination to the end of the month in which this Agreement was terminated. Licensor will issue the refund within 30 days from the date of termination.
8. Licensee will, without any cost to Licensor, provide all planning and arrangements for, and conduct the due diligence investigations and all of its associated physical preparations and activities for all activities on the Licensed Area. For all activities carried out on the Licensed Area pursuant to this license and this Agreement, Licensee will provide adequate security, personnel and management so

that such activities will be carried out without damage to any property (including Licensor's property), injury to persons or impairment to the environment. Licensee will conduct all activities on the Licensed Area, and will cause its employees, agents, representatives and contractors to conduct their activities on the Licensed Area with due care for the health and safety of persons and the protection of property and the environment.

9. Licensee agrees not to cause or permit any lien to be filed against the Licensed Area and will indemnify and hold Licensor harmless from and against any and all such claims and liens arising out of the activities of Licensee, its employees, agents, representatives or contractors at or upon the Licensed Area.
10. Licensee will, at its sole cost, obtain and maintain in effect all licenses, permits, consents and authorizations of federal, state and local authorities which may be necessary, required or appropriate for all activities of Licensee and its employees, agents, representatives and contractors at or upon the Licensed Area.
11. Licensor makes no representations, warranties or covenants of any nature whatsoever regarding the condition of the Licensed Area or its suitability for the activities planned by Licensee. **Licensee understands that it will be operating its business at its own risk and agrees that Licensor will not be required to undertake or exercise any duty of care or other safeguards with respect to the Licensed Area or for the safety of persons or for the prevention of damage to property in connection with any activities of Licensee or third parties on or about the Licensed Area.**
12. Any banners, signage, equipment or facilities temporarily placed on the Licensed Area by or for Licensee must be approved by Licensor prior to placement and will be installed, kept and maintained by Licensee in a sightly, safe and secure condition and in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders. All activities of Licensee and its employees, agents, representatives and contractors on and about the Licensed Area will be conducted in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders.
13. At all times during the Term, Licensee will keep the Licensed Area and everything thereon in a clean, safe and orderly condition and will keep the Licensed Area and its surroundings clean and free from trash, rubbish, waste and debris. Before expiration of the Term, Licensee will remove all materials, equipment, personal property and other items of any nature which were placed or brought upon the Licensed Area by or for Licensee, and Licensee will leave and surrender the Licensed Area in the same or better condition as it was at the beginning of the Term. If any repairs or restoration should be necessary in order to return the Licensed Area or any part thereof to such condition, such work will be promptly performed by Licensee, at its sole cost and to Licensor's satisfaction. If Licensee fails to so perform any such repairs or restoration, Licensor shall have the right to complete any remaining work and bill Licensee the full cost thereof. **Any personal property or equipment left by Licensee on the Licensed Area for more than seven (7) days after the date of expiration or termination of this Agreement shall be deemed to be abandoned by Licensee. To the maximum extent permitted by law, (A) Licensor shall have no duty to store or dispose of any such abandoned property, and (B) Licensor shall have the right to dispose of any such abandoned property free of any interest of Licensee and without compensation to Licensee.**
14. Licensee will not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Licensed Area by Licensee, Licensee's agents, employees, contractors or invitees, without first obtaining Licensor's written consent. If Hazardous Substances other than

those approved by Licensor herein are used, stored, generated or disposed of on or in the Licensed Area, or if the premises become contaminated in any manner for which Licensee is liable, Licensee will indemnify and hold harmless Licensor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorney fees, consultant and expert fees) arising during or after the Term and arising as a result of such contamination by Licensee.

15. Licensee will not drill holes or otherwise break the surface of the sidewalk or parking lot for any reason.
16. At its sole cost, Licensee will procure Commercial General Liability Insurance and will maintain it in force and effect throughout the Term of this Agreement. This insurance will insure Licensor and Licensee from all claims, demands, or actions made by or on behalf of any person or entity arising from, related to, or connected with the conduct and operation of Licensee's business on the Licensed Area. This insurance will have minimum limits of not less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance will be the Primary Policy for any and all claims arising out of or relating to Licensee's use of the Licensed Area. Any insurance held by Licensor will be used only to cover claim amounts in excess of the required limits of the Primary Policy. Prior to occupying the Licensed Area, Licensee will furnish Licensor with certificates showing compliance with this provision and naming Licensor as a primary and non-contributory additional insured. In addition, throughout the Term, Licensee will maintain worker's compensation insurance to the extent required by statute.
17. Licensee shall provide a copy of his or her driver's license, or other similar photo identification, to Licensor prior to beginning operations on the Licensed Area.
18. Licensee will be liable for, and will defend, indemnify and hold harmless Licensor, its shareholders, directors, officers, employees and agents, (collectively, the "Indemnitees") from and against any and all liability, claims, suits, judgments, damages, losses, costs and expenses (including costs of defense and reasonable attorney's fees), which any or all of said Indemnitees may suffer, incur, be exposed to, be responsible for or pay, on account of any injury to or death of any person, or damage to or loss or destruction of any property, to the extent caused by Licensee (or any of its employees, agents, representatives or contractors) and arising out of or in connection with this License or the exercise of any license or privilege herein granted or the conduct of any activity on or about the Licensed Area or any act or omission of Licensee (or any of its employees, agents, representatives or contractors).
19. This Agreement is an independent agreement between the parties hereto and it will not be deemed or construed to be an agreement to lease or purchase the Licensed Area.
20. Licensee shall not assign this Agreement or the license and privileges hereunder, or delegate any of the Licensee's duties and obligations hereunder without the prior written consent of Licensor and any attempted assignment or delegation without such prior written consent of Licensor will be void.
21. This Agreement will not become effective or binding unless and until it has been signed by or on behalf of each of the parties hereto. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or electronic transmission of this Agreement signed by either or both

parties hereto will be considered to have the same legal effect as the original and will be treated in all manner and respects as if the original had been delivered at the time of such facsimile or electronic transmission.

22. Any notices, deliveries and other communications required under this Agreement, and any other communication which either Licensor or Licensee may desire to deliver to the other, will be in writing and will be sent by first-class United States mail (postage prepaid), by nationally-recognized overnight courier, by facsimile transmission or by electronic mail, personally delivered, or (if to Licensee) left in a conspicuous place on the Licensed Area, in each instance directed, addressed and transmitted or sent as follows:

If to Licensor: Menard, Inc.
Attn: Properties Division
5101 Menard Drive
Eau Claire, WI 54703
Facsimile Number: (715) 876-5998
Phone Number: (715) 876-2532
Email: properties@menard-inc.com

If to Licensee: Firewise Barbecue Company LLC
2767 S. 110th St.
West Allis, WI 53227
Phone Number: (414) 403-1375
Email: firewisebbq@gmail.com

Either party may by like notice at any time and from time to time designate a different address to which notices will be sent. Such notices, demands or declarations will be deemed sufficiently served or given for all purposes hereunder at the time they are delivered as described in this Section.

IN WITNESS WHEREOF, each of the parties hereto has caused this Limited License Agreement to be signed and executed on its behalf as of the day and year first above written.

Date: _____, 2019

LICENSEE: FIREWISE BARBECUE COMPANY LLC

By: _____

Print Name: _____

Title: _____

Date: _____, 2019

LICENSOR: MENARD, INC.

By: _____

Theron J. Berg
Real Estate Manager

GUARANTY

The undersigned, in consideration of Menard, Inc., Licensor entering into the attached Limited License Agreement dated this ____ day of _____, 2019, to which Firewise Barbecue Company LLC is the Licensee, does hereby absolutely, unconditionally, and irrevocably guarantee to Licensor the full and complete performance of all Licensee's covenants and obligations under said Limited License Agreement and the full payment by Licensee of all rentals, additional rentals and other charges and amounts required to be paid thereunder, and the undersigned will pay all Licensor's expenses including attorney's fees incurred in enforcing the obligations of Licensee under said Limited License Agreement or incurred in enforcing this Guaranty.

The undersigned, does hereby waive all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or non-performance by Licensee. The undersigned's obligations hereunder shall remain fully binding although Licensor may have waived one or more defaults by Licensee, may have extended the time of performance by Licensee, may have modified or amended the Limited License Agreement, may have released, returned or misapplied other collateral given later as additional security (including other guaranties) and may have released Licensee from the performance of its obligation under such Limited License Agreement.

This Guaranty shall be binding upon the undersigned and his/her respective heirs, executors, administrators, representatives, successors and assigns.

Executed this ____ day of _____, 2019.

By: _____
Alexander M. Obradovich

SS # or DL # : WI O163-0137-4404-00

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Alexander M. Obradovich, who is personally known to me to be the same person whose name is subscribed above, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 2019.

Notary Public, _____ County
My Commission expires: _____