

CITY OF FRANKLIN
PLAN COMMISSION MEETING*
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
THURSDAY, APRIL 7, 2022, 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 17, 2022.

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

1. **CHRISTOPHER G. KWIECINSKI AND JULIE L. KWIECINSKI SINGLE-FAMILY RESIDENCE DETACHED GARAGE CONSTRUCTION [recommendation to Board of Zoning and Building Appeals]**. Application by Christopher G. Kwiecinski and Julie L. Kwiecinski for an Area Exception from Section 15-3.0801C. of the Unified Development Ordinance to allow for an 840 square foot accessory structure, exceeding the 720 square feet maximum size by approximately 17%, for property located at 4511 West Rawson Avenue [replacement of a garage which had burned down; new larger structure will be in the same footprint, with the addition in the rear of the garage], property zoned R-3 Suburban/Estate Single-Family Residence District; Tax Key No. 759-0046-001. **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, 2022 through October 31, 2022, 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.

Franklin Plan Commission Agenda

4/7/22

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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 21, 2022

**City of Franklin
Plan Commission Meeting
March 17, 2022
Minutes**

unapproved

A. Call to Order and Roll Call

Mayor Steve Olson called the March 17 2022, 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, Alderwoman Shari Hanneman, Commissioners Patricia Hogan, Patrick Leon and Adam Burckhardt and City Engineer Glen Morrow. Absent was Commissioner Kevin Haley. Also present were City Attorney Jesse Wesolowski and Planning Manager Heath Eddy.

B. Approval of Minutes

1. Regular Meeting of March 3, 2022.

Commissioner Hogan moved and Alderwoman Hanneman seconded a motion to approve the March 3, 2022, regular meeting minutes. On voice vote, all voted ‘aye’; motion carried (5-0-1).

C. Public Hearing Business Matters

1. HSA COMMERCIAL REAL ESTATE INDUSTRIAL BUILDING DEVELOPMENT IN THE PROPOSED BUSINESS PARK IN PLANNED DEVELOPMENT DISTRICT NO. 39 (MIXED USE BUSINESS PARK). Special Use application by HSA Commercial, Inc., d/b/a HSA Commercial Real Estate (SFT Franklin Oakwood, LLC, property owner), to allow for the development of an approximately 271,753 square foot speculative industrial building (eCommerce/warehousing and distribution require a Special Use per Section 15-3.0444BB.3.a.e. of the Unified Development Ordinance) and overnight parking 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

Planning Manager Eddy presented the request by HSA Commercial Inc. d/b/a HSA Commercial Real Estate (SFT Franklin Oakwood LLC, property owner), to allow for the development of an approximately 271,753 square foot speculative industrial building to be used for eCommerce/warehousing and distribution, which requires a Special Use per Section 15-3.0444BB.3.a.e. of the Unified Development Ordinance, and for overnight parking 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. The subject property is located along West Oakwood Road, which is the northwest 1/4 of the parcel adjacent to the future Hickory Street, and is legally identified as Lot 1 of Certified Survey Map No. 9362. The property is zoned Planned Development District No. 39 (Mixed Use Business Park); Tax Key No. 951-9994-001.

The Official Notice of Public hearing for the Special Use was read in to the record by Planning Manager Heath Eddy and the Public Hearing was opened at 7:06 p.m. and closed at 7:06 p.m.

Motion 1

Commissioner Leon moved and Commissioner Burckhardt seconded a motion to amend proposed Condition #4 to add the

Ordinance), property generally located at West Oakwood Road, the northwest 1/4 of the parcel adjacent to the future Hickory Street (Lot 1 of Certified Survey Map No. 9362), zoned Planned Development District No. 39 (Mixed Use Business Park); Tax Key No. 951-9994-001.

following to the end of the Condition: “and limited in duration to 24-48 continuous hours per vehicle.” On voice vote, all voted ‘aye’; motion carried. (5-0-1).

Motion 2

Alderswoman Hanneman moved and Commissioner Leon seconded a motion to recommend approval of a resolution imposing conditions and restrictions for the approval of a special use for the development of an approximately 271,753 square foot speculative industrial building to be used for e-commerce/warehousing and distribution, and for the approval of a special use for overnight parking for vehicles exceeding 8,000 pounds manufactured gross vehicle weight upon property generally located at west oakwood road, the northwest 1/4 of the parcel adjacent to the future hickory street (lot 1 of certified survey map no. 9362). On voice vote, all voted ‘aye’; motion carried. (5-0-1).

On voice vote, all voted ‘aye’; motion carried. (5-0-1).

D. Business Matters

1. None.

Adjournment

Commissioner Hogan moved and Commissioner Leon seconded to adjourn the Plan Commission meeting of March 17, 2022 at 7:16 p.m. On voice vote, all voted ‘aye’; motion carried. (5-0-1).



**CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION**

Item C.1.

Meeting of April 7, 2022

Area Exception

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.

Project Name:	Kwiecinski, Area Exception for an 840-sf detached garage
Project Address:	4511 W Rawson Avenue
Applicant:	Kwiecinski, Christopher
Property Owner:	Kwiecinski, Christopher & Boyle, Julie
Current Zoning:	R-3 – Suburban/Estate Single-Family Residence District
Use of Surrounding Properties:	Residential single-family zoned R-3 and R-5
Applicant’s Action Requested:	Recommendation for approval of Area Exception
Planner:	Régulo Martínez-Montilva, AICP, Principal Planner

INTRODUCTION:

Area Exception request to allow for a 30’ x 28’ garage with a resulting floor area of 840 square feet, while the maximum size for an accessory structure on this property is 720 square feet per Unified Development Ordinance (UDO) Section 15-3.0801.C.

PROJECT ANALYSIS:

Per Section 15-10.0209, Area Exceptions may be granted to increase the maximum size of an accessory structure by no more than 20%. Section 15-10.0209.G. of the Unified Development Ordinance (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 this request.

Maximum size for accessory structure calculation:

- The property area is approximately 0.52 acres.
- Per UDO Section 15-3.0801.C, the maximum accessory structure size is 720 sf (square feet).
- The proposed garage would have an area of 840 sf, 30 x 28 feet.
- With approval of an Area Exception, the maximum accessory size may be increased up to 20%, resulting in 864 sf. Therefore, this request falls within the allowable increase if the Area Exception is granted.

The addition of this garage complies with the lot coverage standard. The property area is approximately 23,400 square feet (130 x 180 feet). The maximum lot coverage in the R-3 zoning district is 15% (3,510 square feet). The resulting lot coverage with the existing house (1,172 sf) and shed (60 sf), and the proposed garage (840 sf) would be 8.8 % (2,072 sf).

Engineering Department comments

- No comments on this submittal.

Inspection Services Department comments

- Inspection Services previously issued a Building Permit for the slab with the understanding that the portion of the slab above the 720 sq. ft. limit could only be used as a patio or similar permitted uses typically allowed on a residential property if the area exception was denied.

Fire Department comments

- No comments.

Police Department comments

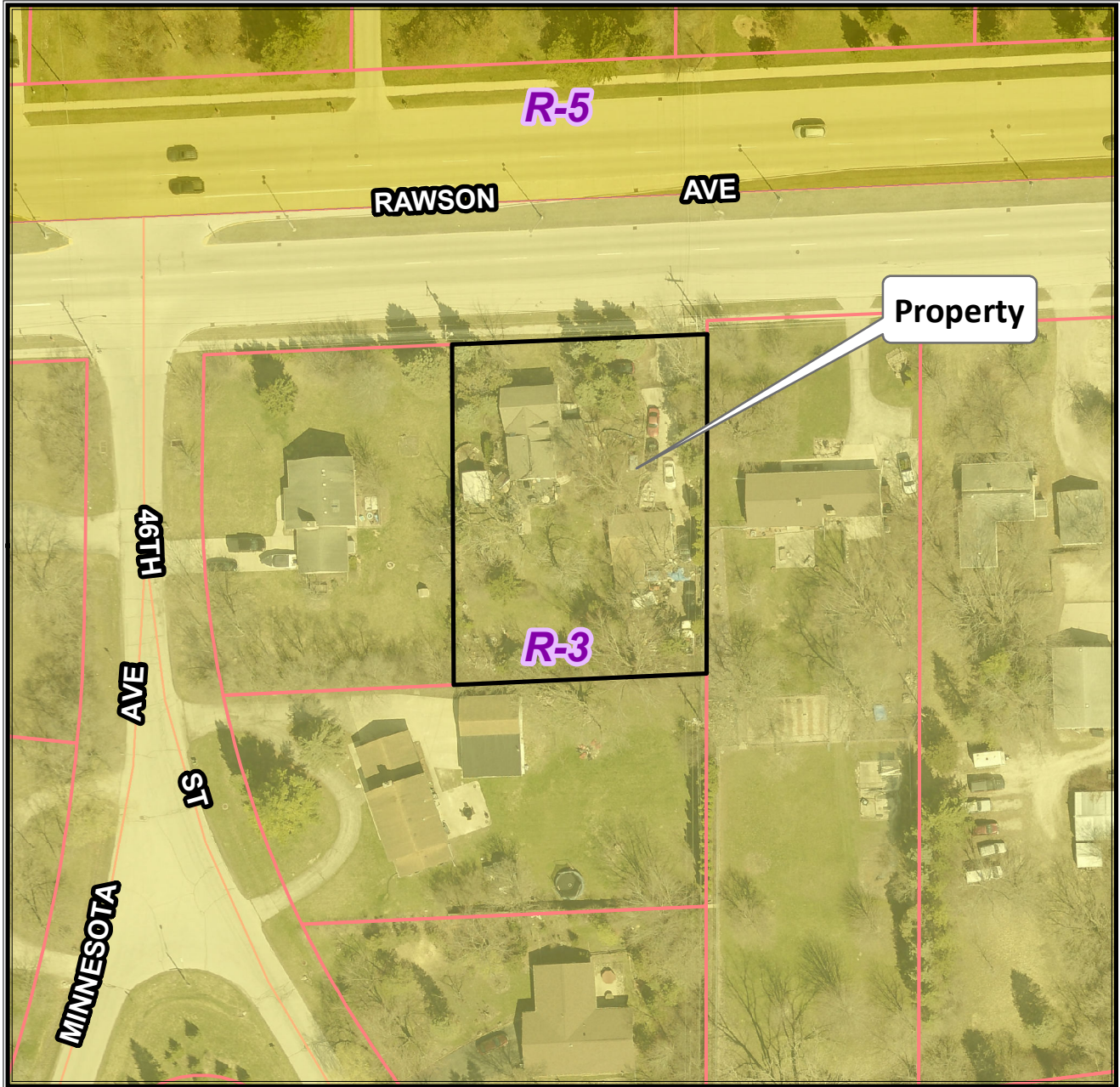
- No comments.

STAFF RECOMMENDATION

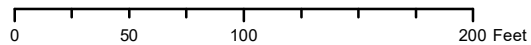
City Development Staff recommends review of the Findings and Factors and Standards and a decision be made based upon the applicant's recommended findings and consideration of any comments provided at the public hearing.

Following tonight's Plan Commission meeting for recommendation, this item will be heard by the Board of Zoning and Buildings Appeals on April 20 for decision.

4511 W. Rawson Ave.
TKN: 759 0046 001



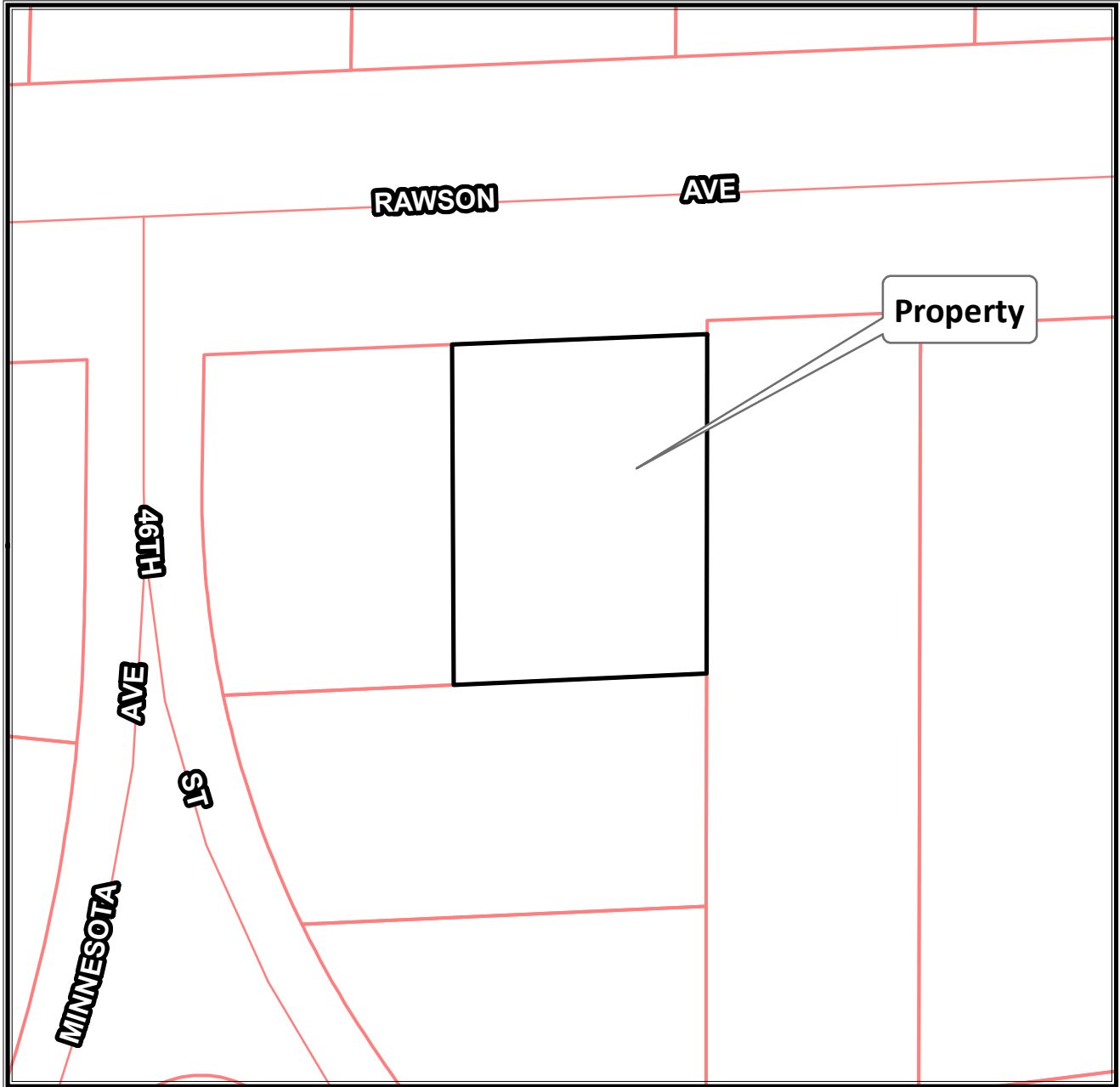
Planning Department
(414) 425-4024



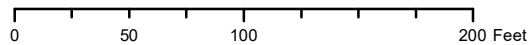
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



4511 W. Rawson Ave.
TKN: 759 0046 001



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.



Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 generalplanning@franklinwi.gov
 (414) 425-4024
 franklinwi.gov



APPLICATION DATE: _____
 STAMP DATE: **Franklin** use only
JAN 21 2022
City Development

BOARD OF ZONING AND BUILDING APPEALS REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME: CHRISTOPHER G KWIECINSKI	NAME:	COMPANY:	COMPANY:
MAILING ADDRESS: 4511 W. Rawson ave	MAILING ADDRESS:	CITY/STATE: FRANKLIN, WI	ZIP: 53132
PHONE: 414 640 2445	PHONE:	EMAIL ADDRESS: EGGHouse 5 @ 904 . com	EMAIL ADDRESS:

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 4511 W. Rawson ave	TAX KEY NUMBER:
PROPERTY OWNER: CHRIS G. KWIECINSKI	PHONE:
MAILING ADDRESS:	EMAIL ADDRESS:
CITY/STATE: FRANKLIN, WI	DATE OF COMPLETION: _____ office use only
ZIP: 53132	

APPLICATION TYPE

Please check the application type that you are applying for

- Area Exception Minor Variance Sign Variance and Appeals Variance and Appeals
larger garage.

Most requests require Board of Zoning and Building Appeals approval.

Applicant is responsible for providing Board of Zoning and Building Appeals resubmittal materials up to 12 copies pending staff request and comments.

SIGNATURES

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).

I, the applicant, certify that I have read the following page detailing the requirements for BZBA approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE: <i>Chris Kwiecinski</i>	APPLICANT SIGNATURE: <i>Chris Kwiecinski</i>
NAME & TITLE: home owner	NAME & TITLE: home owner
DATE: 12/1/21	DATE: 12/1/21
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE:	NAME & TITLE:
DATE:	DATE:

3 COPIES

Date March 13, 1989

PLAT OF SURVEY

Job No. 759-37536

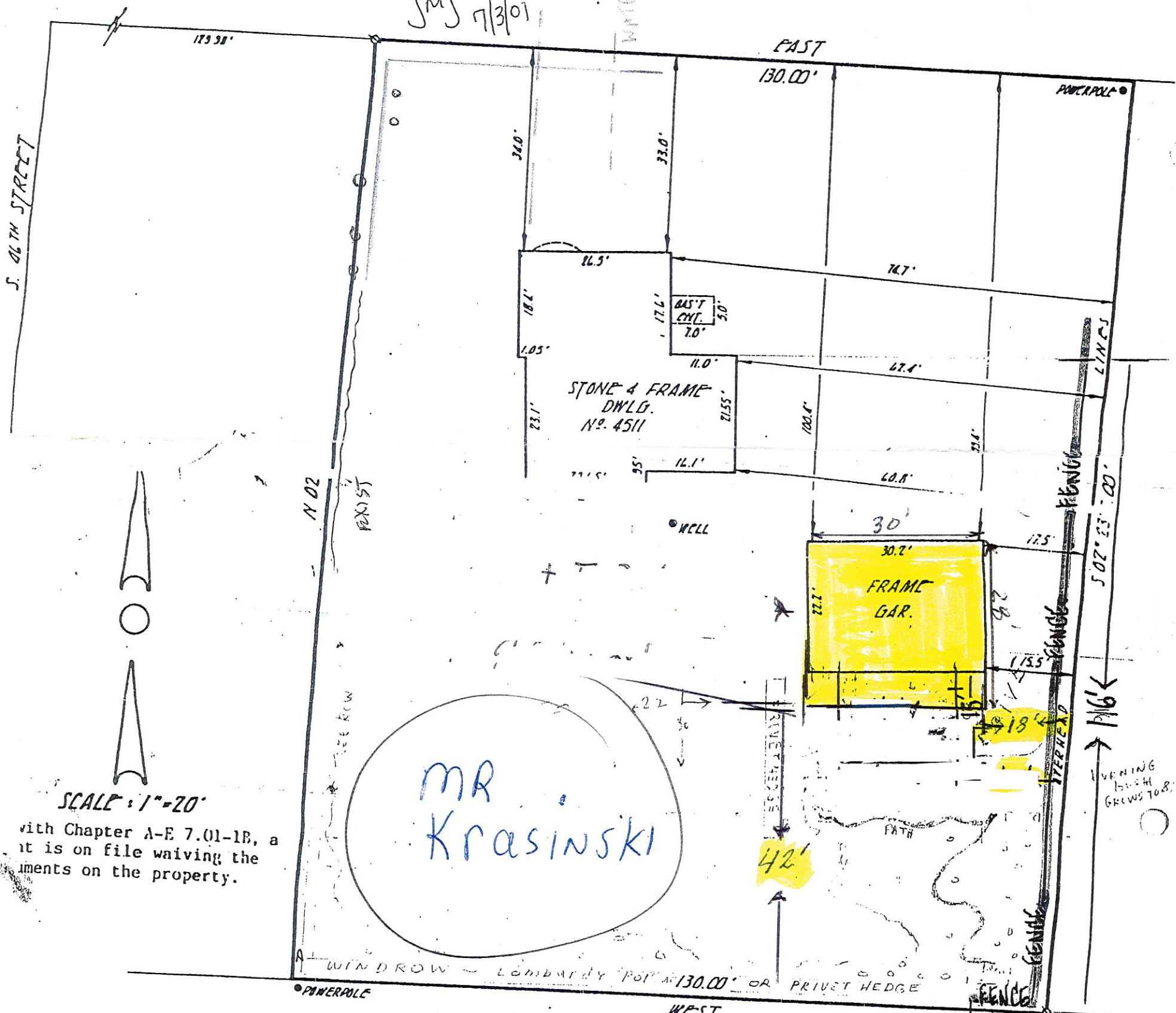
PARCEL 1 of CERTIFIED SURVEY MAP NO. 2665, being a redivision of LOTS 3 and 4 and the South 25 feet of the Public Service Street adjoining on the North in BLOCK A in RAWSON HEIGHTS, being a subdivision of a part of the Northeast 1/4 of Section 11, Town 5 North, Range 21 East, in the City of Franklin Milwaukee County, Wisconsin, said map being recorded on October 15, 1975 on Reel 884, Images 1289-1291, inclusive, as Document No. 4953229.

Located at 4511 West Rawson Avenue

Owner: Cynthia Manlove

OK - open split-rail fence
3' max height
SMJ 7/3/01

W. RAWSON AVENUE



SCALE: 1"=20'

with Chapter A-E 7.01-1B, as it is on file waiving the requirements on the property.

MR. KRASINSKI

- 4 - FOUND IRON PIPE
- 5 - SET IRON PIPE

522 West Lisbon Avenue
Milwaukee, Wisconsin 53222

SURVEYED FOR
Savings and Loan
Association
124th Street
WI 53226

if utility has 15' SPREAD - GROWS TO 90'
PRIVET HEDGE PLANT/11T GROWS TO 12'
BIRCH 110' 12' SPREAD GROWS TO 60'

LANDMARK SURVEYING CO.

WHITE SPRUCE 60'-80' 10' 15'
SCOTCH PINE 60'-80' 40'
AUSTRIAN 60' 70'-40' 50'
BLUE SPRUCE 50-75' 25' 40'
BROWN REDWOOD 70' 25' 50'

PHONE
461-3730

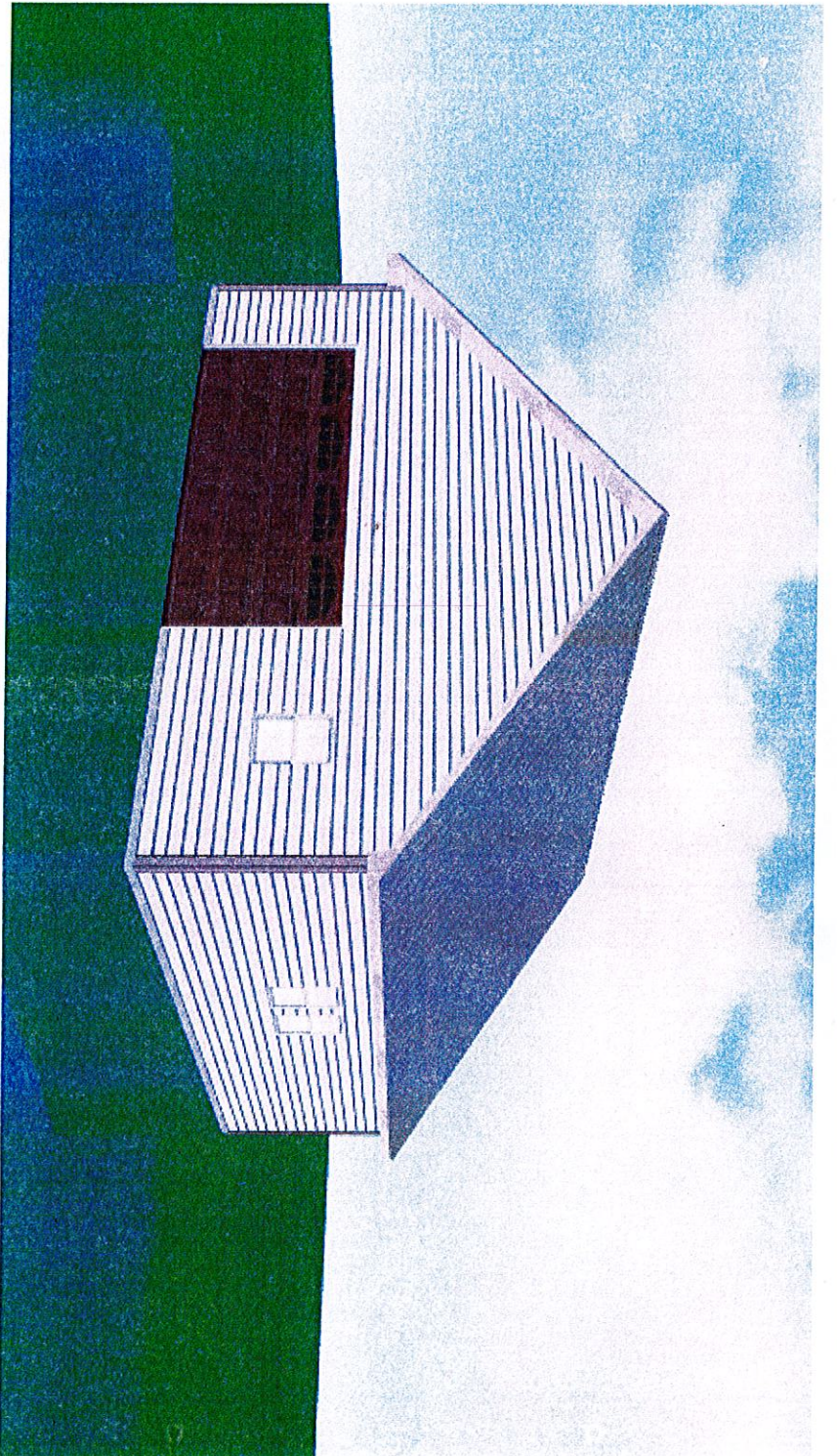
I, Richard J. Lammi, surveyed the above described property, and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements, roadways and visible encroachments.

This survey is made for the exclusive use of the present owners of the property; also those who purchase, mortgage or guarantee the title thereto, within one year from date hereof.

Richard J. Lammi R.P.
REGISTERED LAND SURVEYOR NO. 5-777 - STATE OF WISCONSIN



721 251



Estimated Price: \$20,946.27

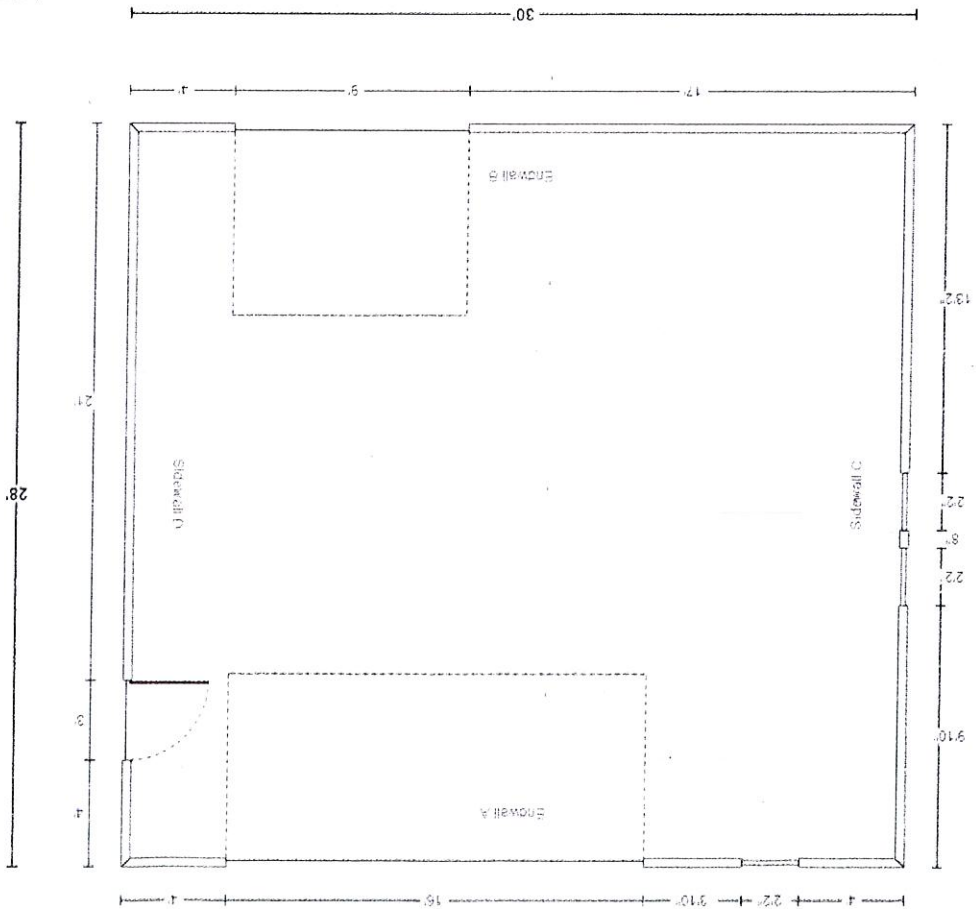
* Today's estimated price, future pricing may go up or down. Tax, labor, and delivery not included.

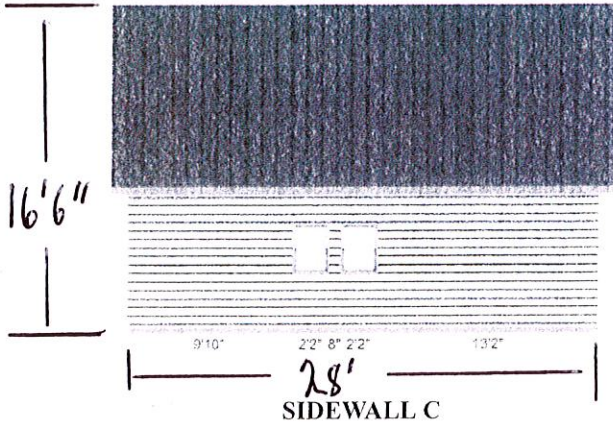
Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions.

MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully.

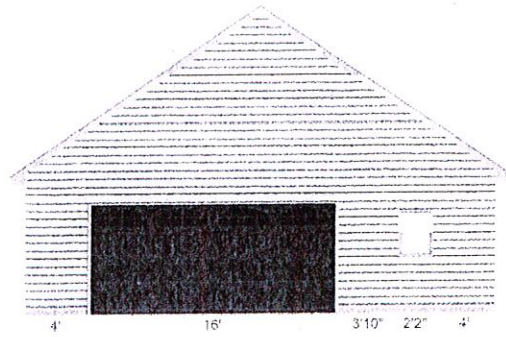
MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST BECAUSE OF WIDE VARIATIONS IN CODES. THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

Garage floor area





26"W x 36"H JELD-WEN® Vinyl Double Hung
 26"W x 36"H JELD-WEN® Vinyl Double Hung



ENDWALL A

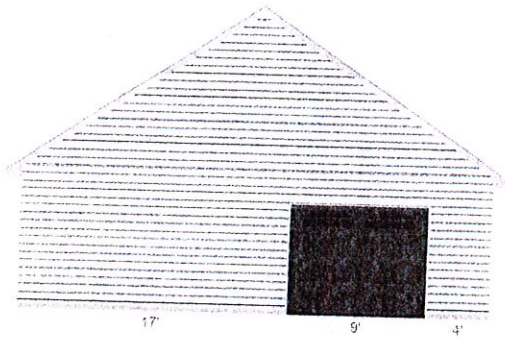
Ideal Door® Designer 16' x 7' Oak Walnut Insulated
 26"W x 36"H JELD-WEN® Vinyl Double Hung

*Some items like wainscot, gutter, gable accents, are not displayed if selected.

Dimensions

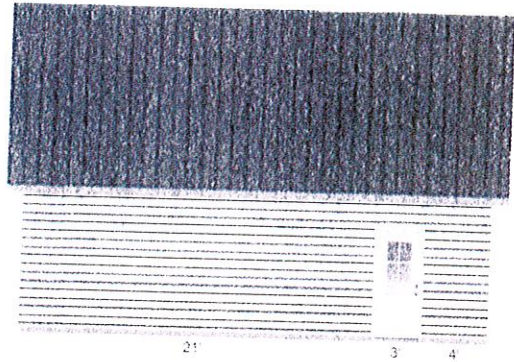
Wall Configurations

*Illustration may not depict all options selected.



ENDWALL B

Ideal Door®; Designer 9' x 7' Oak Walnut Insulated



SIDEWALL D

Mastercraft®; 36" W x 80" H Primed Steel External Three-Quarter Lite

Exterior Materials

$\frac{3}{8}$ x 7" Smart Side Lap Siding

All fascia to be aluminum trim to match
house trim

36" Stack stone wainscot on front of garage

Pro Rib Beige Steel roof panels

Lot Coverage

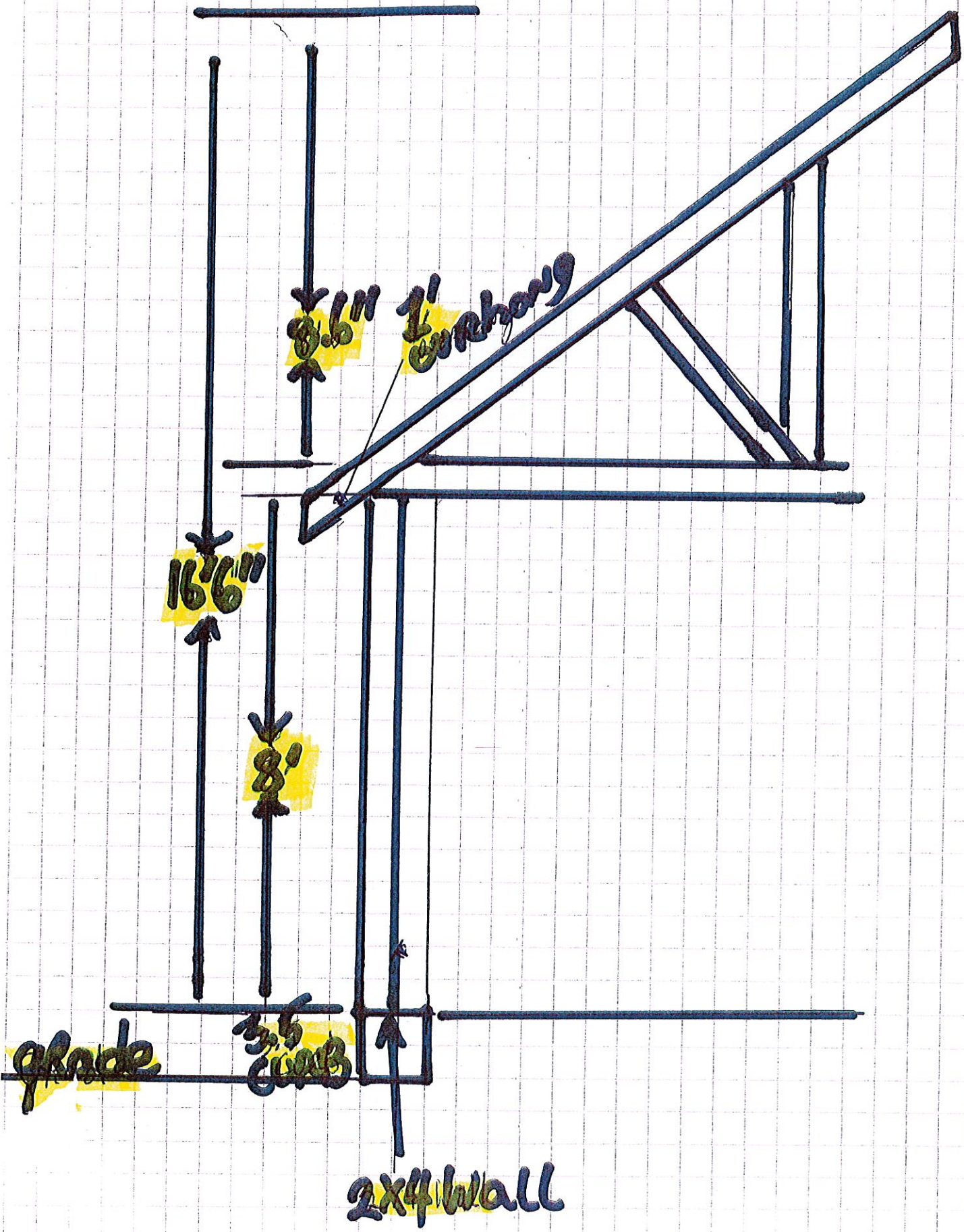
House - 1,172 Square ft.

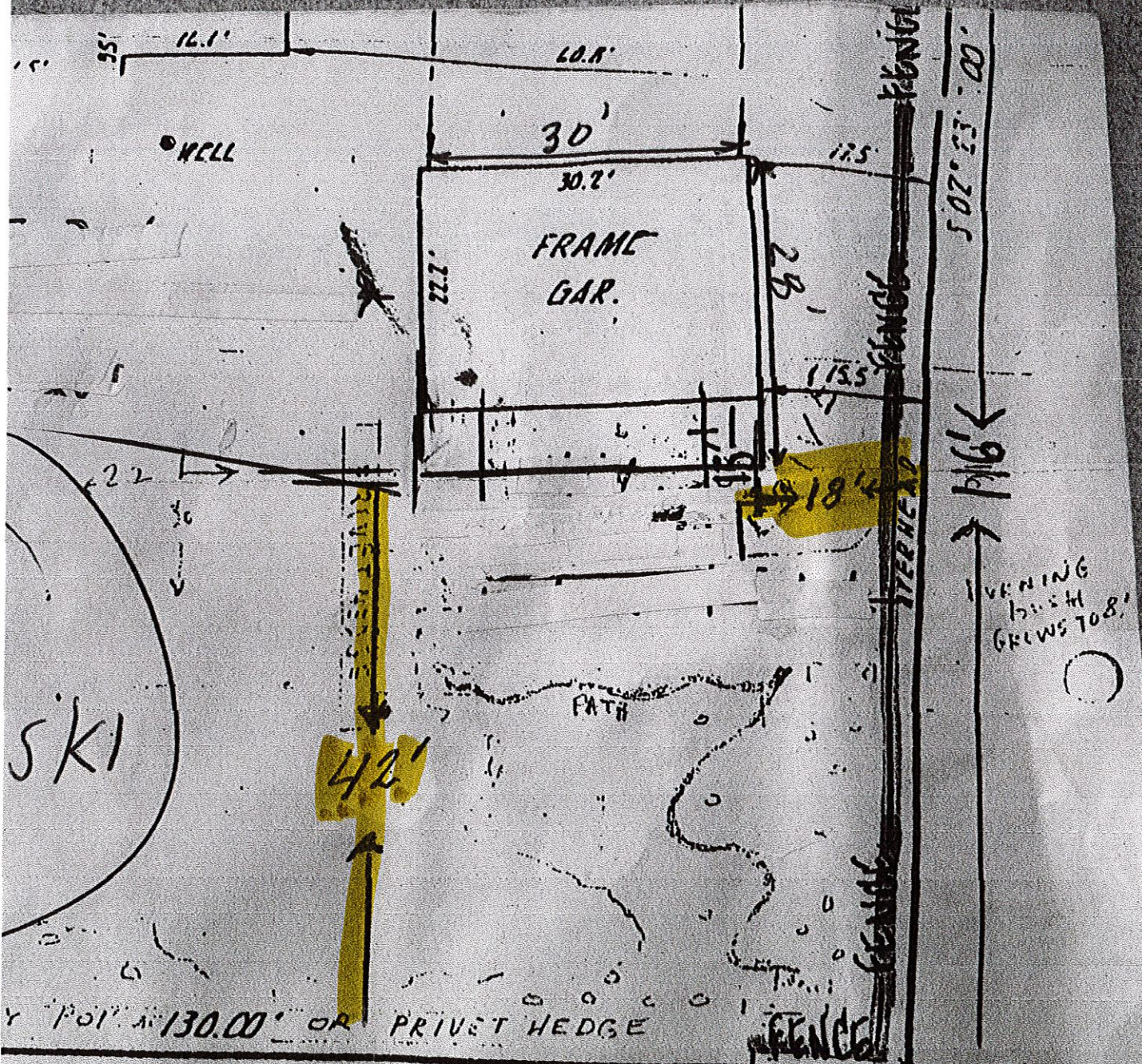
Shed - 60 Square ft.

Garage - 840 Square ft.

Total= 2,072 Square ft.

Peak





WEST
 SPACES TO 90'
 SPACES TO 12'
 ROWS TO 60'
 SURVEYING CO.

Garage Setback
 WHITE SPRUCE 10' - 15'
 GUMMELINE 60' - 40'
 AUSTRIAN 60' - 40'
 BLUE PINE 50-75' 25' - 40'
 BROWN REDWOOD 70' 25' - 40'

PHONE
 461-3730

and the above described prop-
 true representation thereof
 cation of the property its

Standards in the Review of Area Exceptions

Date: 1-19-21 Case No. _____
Property Owner: CHRIS KWIECINSKI
Property Address: 4511 W. Rawson ave

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.

NO, THE NEW GARAGE WILL HAVE BASICALLY THE SAME FOOTPRINT AS THE OLD ONE, WITH THE EXCEPTION OF THE ADDED SQUARE FOOTAGE WILL NOT BE NOTICEABLE TO ANYONE BUT ME.

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.

NO, THERE WILL BE NO SUBSTANTIAL IMPAIRMENT TO ADJACENT PROPERTIES, DUE TO WHERE THE GARAGE IS LOCATED, IN THE REAR OF LOT.

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.

IT WILL NOT IMPEDE DEVELOPMENT OR IMPROVEMENT TO ADJACENT PROPERTIES, NEIGHBORING PROPERTY IS ONLY 1 AFFECTED, AND BECAUSE ADDITION IS ON REAR OF GARAGE, IT IS NOT A FACTOR TO THEM

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.

THE NEW LARGER STRUCTURE IS IN THE SAME FOOTPRINT AS THE OLD ONE, THEREFORE NO ACTUAL CHANGES OCCURED

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

YES, IT IS REPLACING THE OLD GARAGE WHICH WAS BURNED DOWN



South

W





CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item D.1.

Meeting of April 7, 2022

Temporary Use

RECOMMENDATION: Department of City Development staff recommends approval of this Temporary Use from April 1 to October 31, 2022.

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’s Action Requested:	Approval of Temporary Use from April 1 to October 31, 2022
Planner:	Régulo Martínez-Montilva, AICP, Principal Planner

Introduction:

Temporary Use application to allow for food truck operation in the Menards parking lot at 10925 W. Speedway Dr. The proposed food truck operation is from April 1 to October 31, 2022, 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.

The applicant received a Temporary Use permit in 2021 for food truck operation at this location and the same period of time, per Plan Commission Resolution No. 2021-006. 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.

It is worth noting that City Development staff conditionally approved this Temporary Use application on March 14 (attached), limited from April 1 to April 7, to allow for food truck operation while awaiting for Plan Commission review and approval.

Similar to 2021, 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. 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, 2022, 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, 2022, subject to the conditions set forth in the attached resolution.

RESOLUTION NO. 2022-_____

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, 2022 through October 31, 2022, 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, 2022 through October 31, 2022, 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, 2022.
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 March 8, 2022.
3. 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. 2022-_____

Page 2

4. 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.
5. 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.
6. 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.
7. 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 _____, 2022.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2022.

APPROVED:

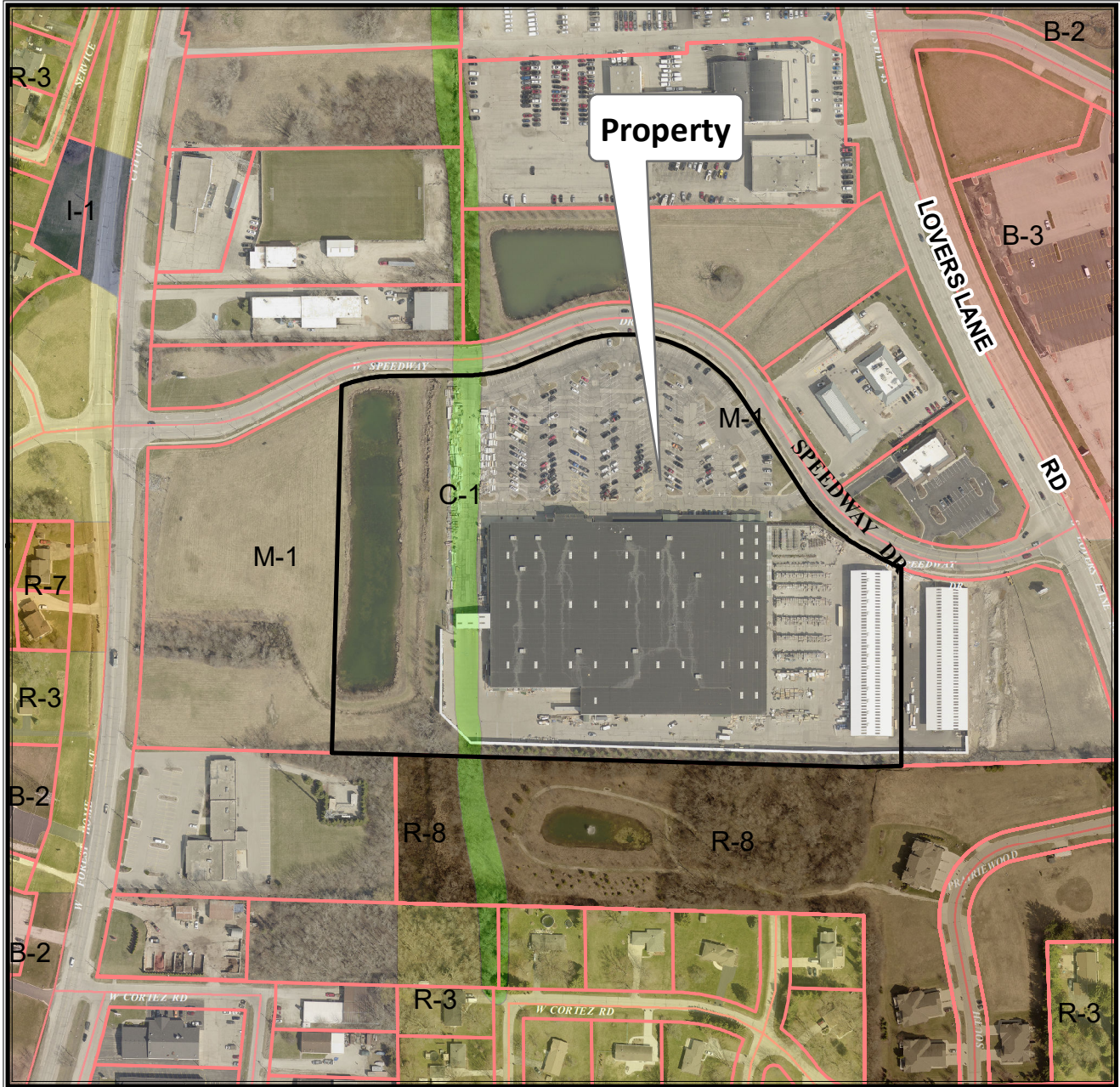
Stephen R. Olson, Chairman

ATTEST:

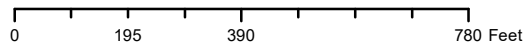
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

10925 W. Speedway Drive
TKN: 704 1007 000



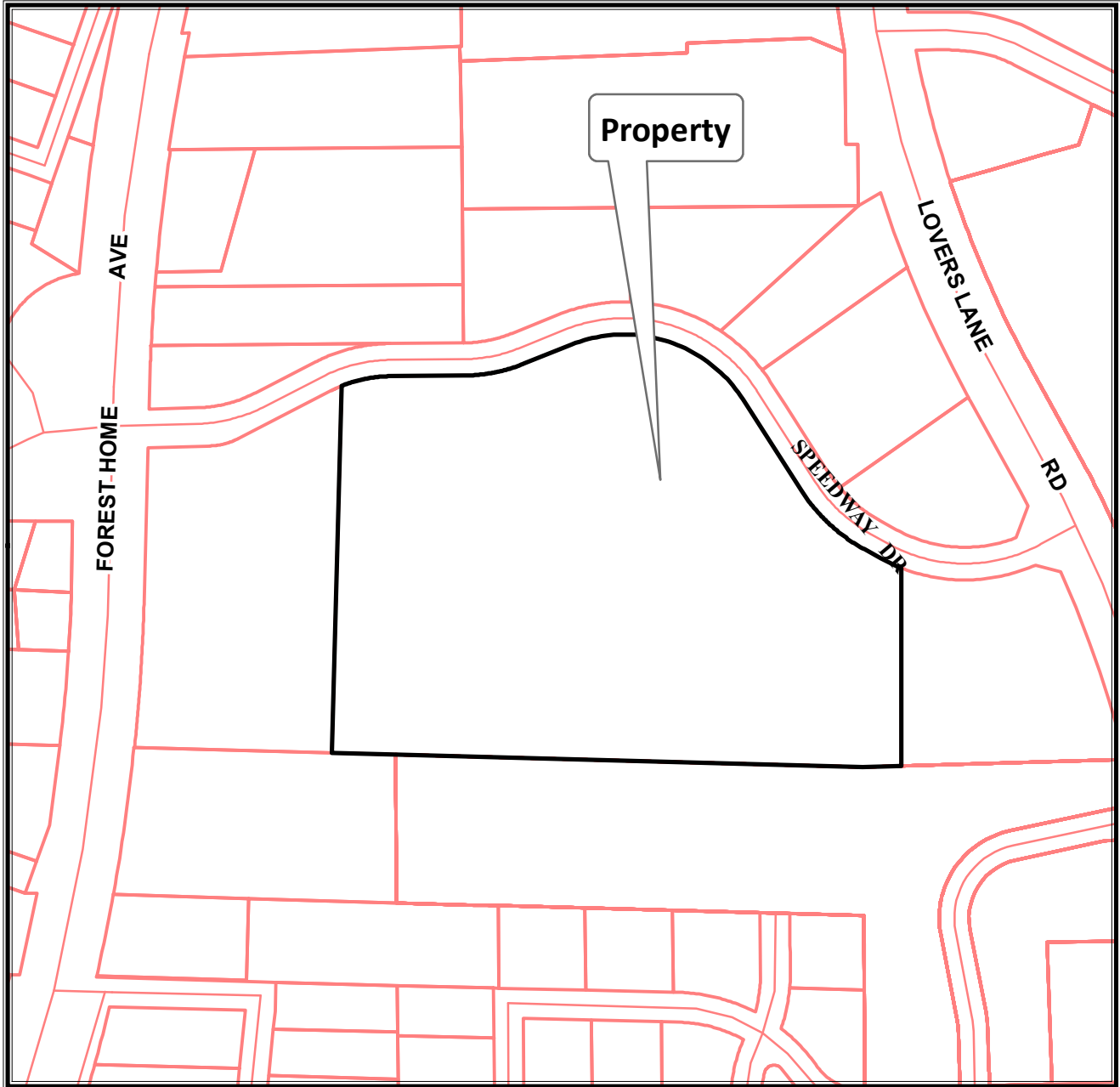
Planning Department
(414) 425-4024



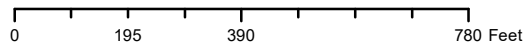
2021 Aerial Photo

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.



Regulo Martinez-Montilva

From: Regulo Martinez-Montilva
Sent: Monday, March 14, 2022 11:45 AM
To: 'Alex Obradovich'
Cc: Heath Eddy; Angela Beyer
Subject: Firewise BBQ food truck (10925 W Speedway Dr) / Meeting date and staff approval limited to April 1-April 7

Alex,

Your Temporary Use permit application has been scheduled for the April 7, Plan Commission meeting to be held at Franklin City Hall, 7:00 p.m.

Given the proposed operation is starting on April 1, City Development staff is hereby approving your Temporary Use permit limited from April 1 to April 7 and subject to the following conditions:

1. This staff approval is limited from April 1, 2021 through April 7, 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.). Food truck operation beyond this frame is subject to Plan Commission review and approval.
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 March 8, 2022.
3. A minimum of one (1) trash receptacle must be provided to properly dispose of any waste generated by this use.
4. No display, sales, or parking shall obstruct vehicular traffic. Drive aisles and fire lanes must be maintained at all times to allow safe and efficient vehicular access throughout the Menards parking lot.
5. The operator must comply with any applicable State requirements pertaining to fire protection systems in mobile kitchens/food trucks.
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 Development 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".

Please contact the Health Department (414-425-9101) for information about required licenses for food trucks.

Please contact me if you have any questions about this limited approval.

Thank you,

Régulo Martínez-Montilva, AICP
Principal Planner - Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 (414) 425-4024
franklinwi.gov



APPLICATION DATE: _____
 STAMP DATE: _____
fill / use only

PLAN COMMISSION REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: Alex Obradovich	NAME:
COMPANY: Firewise Barbecue Company	COMPANY:
MAILING ADDRESS: 2767 S. 110th St.	MAILING ADDRESS:
CITY/STATE: West Allis, WI ZIP: 53227	CITY/STATE: ZIP:
PHONE: 414-403-1375	PHONE:
EMAIL ADDRESS: FirewiseBBQ@gmail.com	EMAIL ADDRESS:

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 10925 Speedway Dr.	TAX KEY NUMBER:
PROPERTY OWNER: Menards	PHONE:
MAILING ADDRESS: 10925 Speedway Dr	EMAIL ADDRESS:
CITY/STATE: Franklin, WI ZIP: 53132	DATE OF COMPLETION: <small>fill / use only</small>

APPLICATION TYPE

Please check the application type that you are applying for

- Building Move
 Sign Review
 Site Plan / Site Plan Amendment
 Temporary Use

Most requests require Plan Commission review and approval.
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments.

SIGNATURES

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).

I, the applicant, certify that I have read the following page detailing the requirements for plan commission approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE:	APPLICANT SIGNATURE:
NAME & TITLE: Menard, Inc., 57 Theresa J. Berg, Real Estate Mgr. DATE: 3/1/2022	NAME & TITLE: Alex Obradovich DATE: 3/1/22
PROPERTY OWNER SIGNATURE: _____	APPLICANT REPRESENTATIVE SIGNATURE: _____
NAME & TITLE: _____ DATE: _____	NAME & TITLE: _____ DATE: _____

Project Narrative

Firewise BBQ food truck 2022 Franklin WI

Operating from April 1 2022 thru October 31 2022

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 6 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.

Tow Vehicle



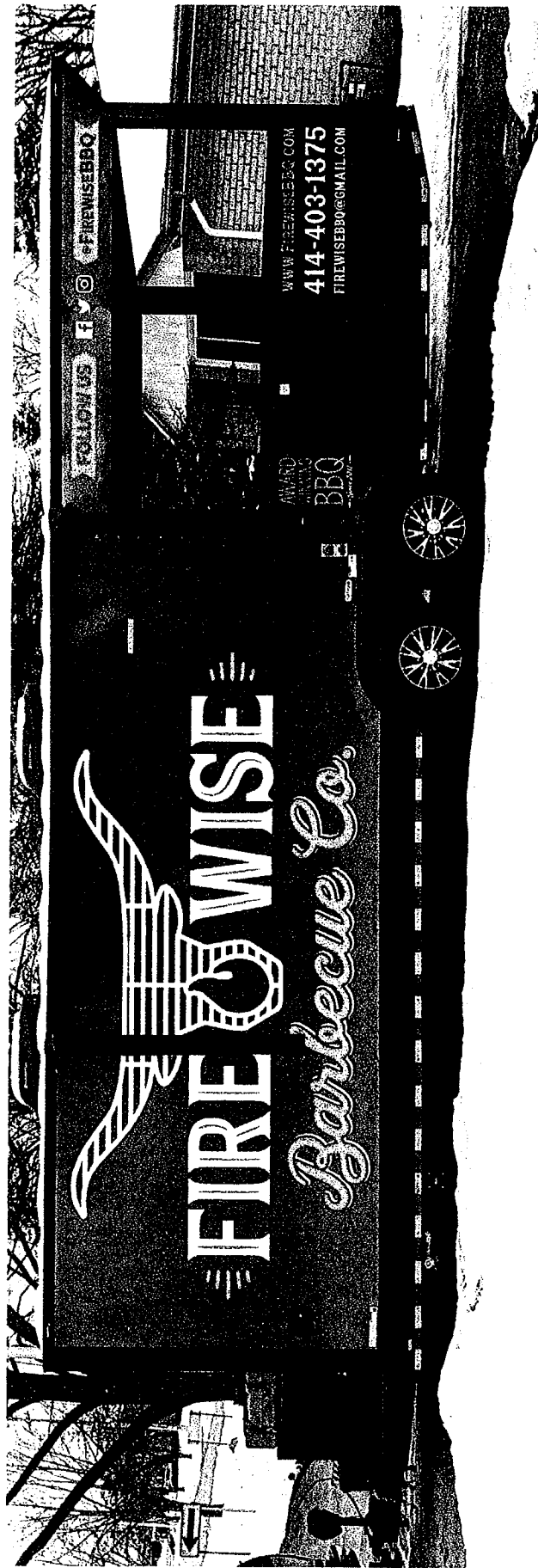
Franklin

FEB 16 2021

City Development

STREET SIDE: OPTION B

NOTE: OUTPUT ALL GRAPHICS AT 1000%



Front

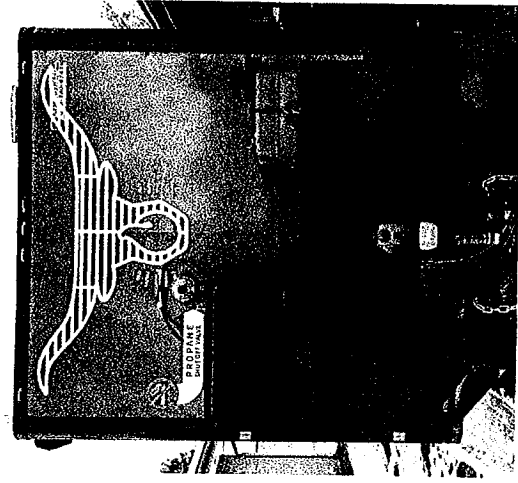
NOTE: OUTPUT ALL GRAPHICS AT 1000%

FRONT

OPTION A



OPTION B

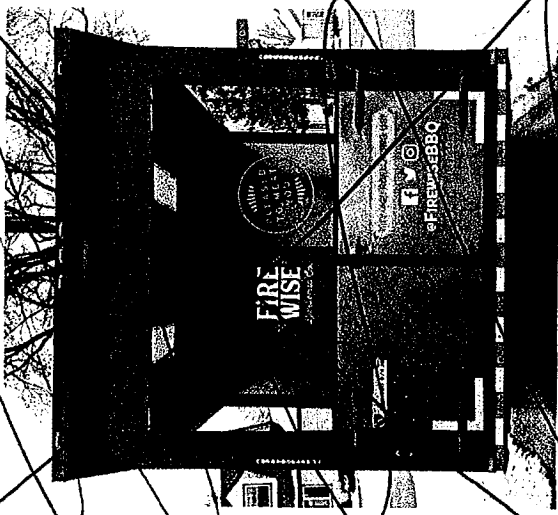


Rear

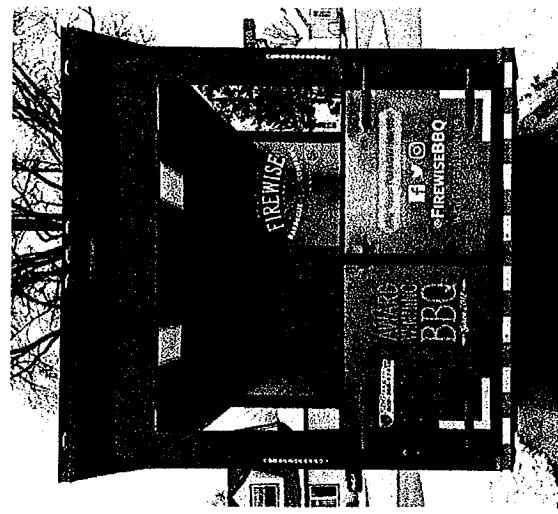
NOTE: OUTPUT ALL GRAPHICS AT 1000%

REAR

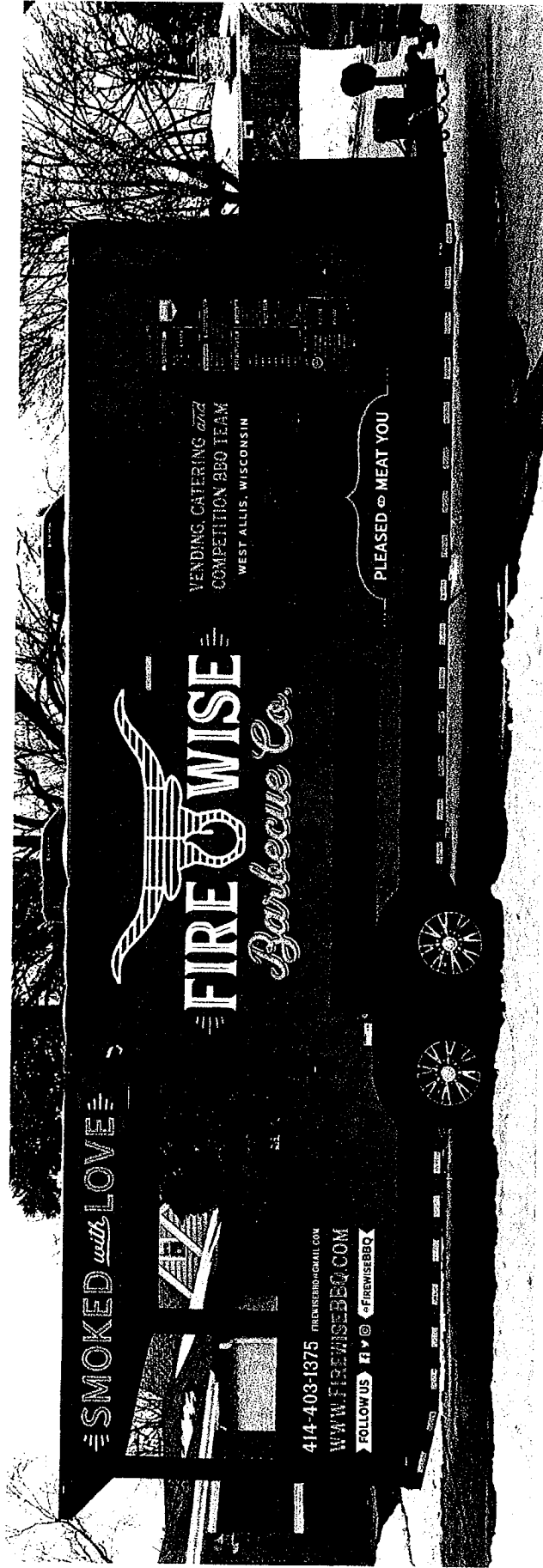
OPTION A



OPTION B



SERVICE SIDE NOTE: OUTPUT ALL GRAPHICS AT 1000%



Limited License Agreement

Food Vendor
Franklin, Wisconsin

This Limited License Agreement (“Agreement”) is made on February 9, 2022 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 West 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 three (3) spaces located in the parking lot adjacent to Licensor’s store as depicted on 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, 2022 and terminate on October 31, 2022 (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. **Licensor reserves the right to relocate the Licensed Area to a different location on Licensor’s parcel with notice to Licensee. Licensee shall comply with all social distancing rules and other guidelines imposed by Licensor in relation to the ongoing COVID-19 pandemic, including without limitation requiring every employee to wear a face mask and gloves at all times, until directed otherwise by Licensor.**
3. Upon Licensee’s execution of this Agreement, Licensee shall pay a \$650.00 license fee to Licensor for the first full month of the Term. For each subsequent month, Licensee shall pay to Licensor a \$650.00 license fee in advance at the address provided for notices in Section 23. 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 or debit card, Licensee shall also pay a processing fee of 3% of the amount charged. Licensor reserves the right to change the amount of the license fee at**

any time on ten (10) days' prior written notice to Licensee, which new amount will be effective on the first day of the month following said ten (10) day period.

4. Upon Licensee's execution of this Agreement, Licensee shall pay to Licensor a security deposit in the amount of \$650.00, 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, 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. **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 shall 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. Licensee's payment of any sum due hereunder will not be delayed, excused or forgiven due to any cause not specifically provided in this Agreement, including without limitation strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, pandemic, or governmental restrictions, laws or regulations.

7. **Notwithstanding anything in this Agreement to the contrary, at its sole discretion each party has 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 shall, 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 shall 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 shall conduct all activities on the Licensed Area, and shall 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 shall 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 shall, 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 must 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 must be conducted in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders.
13. At all times during the Term, Licensee shall keep the Licensed Area and everything thereon in a clean, safe and orderly condition and shall keep the Licensed Area and its surroundings clean and free from trash, rubbish, waste and debris. **If, at any point during the Term, Licensee utilizes any portion of the Licensed Area to produce, cook and/or prepare food items, Licensee shall take all steps necessary to prevent such activities from causing damage or staining to the Licensed Area, including, without limitation, placing a rubber pad underneath any food production/cooking area(s). Licensee is not allowed to dispose of its trash in any receptacle on Licensor's adjacent property.** Before expiration of the Term, Licensee shall 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 shall 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 must 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 agrees to operate its business in good faith and in a professional, lawful manner, including without limitation in the areas of prompt and courteous customer service, employee hiring, training and supervision, grooming, cleanliness of the customer service area, proper food handling and food safety procedures, and the handling of any customer complaints. Licensee shall at all times maintain its facility in a neat, clean, and sanitary condition, free from waste or debris. Licensee shall adequately staff its facility during all business hours. Licensee shall require its employees and agents at all times to present a neat, clean and well-groomed personal appearance, and to conduct themselves in a courteous and professional manner in their interactions with both Licensee's and Licensor's customers. **Licensee agrees to take no action nor make any omission that will result in injury or damage to Licensor's reputation, business or property.** Licensee further agrees to abide by the policies, standards and practices (not in conflict with applicable laws and regulations) that Licensor may formulate from time to time for its store operations, including the following:

Do's

- Do adhere to dress code and present yourself in a professional manor, with regard to attire, personal hygiene, and appearance.
 - i) Business casual attire with dress pants (no legging or lycra pants) of good condition (no rips or tears).
 - ii) Sandals/open-toed shoes, hats, or revealing clothing are not permitted.
- Do maintain a clean and professional workspace within the Licensed Area.
- Do treat all customers and retail team members with respect and professionalism
- Do remember: The most important customers are the ones who tell us "No." Always politely disengage.
- Do keep receipts for all purchases made within Licensor's store.
- Do focus conversations around the products and brands you represent.
- Do have an amazing attitude
- Do have fun and smile!

Don'ts

- Don't smoke, vape, or otherwise use tobacco products in or around the Licensed Area.
- Don't bring bags into the store with personal items. All such bags will be subject to inspection by Licensor upon entering or leaving the store.
- Don't use tables from store inventory.
- Don't engage customers outside of the Licensed Area or roam around Licensor's store.
- Don't engage in conversations that could be deemed inappropriate.
- Don't engage in confrontations with other vendors.
- Don't use ice breakers with customers.
- Don't continue to engage customers after you are told no or that the customer is not interested.
- Don't block access to or from Licensor's store.
- Don't physically touch customers except for handshakes and high-fives.
- Don't speak negatively of any other company or competitor.

- Don't use your cell phone in the Licensed Area, except for business purposes.

Examples of violations of this Section include, without limitation:

- a. Verbal, physical or other offensive, hostile or intimidating conduct toward any customer, vendor or employee;
- b. Sexual, racial or other harassment or disparagement of any customer, employee or vendor;
- c. Destruction or misappropriation of customer or Licensor property;
- d. Consumption or possession of alcohol or any illegal substance;
- e. Sleeping by Licensee's employees or agents on or around the Licensed Area; and
- f. Use of profane or abusive language.

Licensor reserves the right to immediately terminate and cancel this Agreement, without notice, in the event of any violation of this Section 14 by Licensee.

15. Licensee shall 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 shall 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.
16. Licensee shall not drill holes in or otherwise break the surface of the sidewalk or parking lot for any reason. Licensee shall not play any music, radio broadcasts, or other audible media in the Licensed Area.
17. At its sole cost, Licensee shall procure Commercial General Liability Insurance and shall maintain it in force and effect throughout the Term of this Agreement. This insurance must 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 must 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 shall 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 shall maintain worker's compensation insurance to the extent required by statute.
18. 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.
19. Licensee shall be liable for, and shall 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).

20. 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.
21. 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.
22. 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.
23. 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, must be in writing and must 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: realestate@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 with 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

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: Feb 9, 2022

LICENSEE: FIREWISE BARBECUE COMPANY LLC

By: 

Print Name: Alex Obradovich

Title: OWNER

Date: 3/15, 2022

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 28 day of February, 2022, 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 shall 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 respective heirs, executors, administrators, representatives, successors and assigns.

Executed this 28 day of February, 2022.

By: [Signature]
Alexander M. Obradovich

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

STATE OF Wisconsin)
COUNTY OF Waukegan) ss.

I, Jennifer Schneck 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 28th day of February, 2022.



[Signature]
Notary Public, Waukegan County
My Commission expires: 02-25-2026