



Wauwatosa, WI

Community Affairs Committee

Meeting Agenda - Final

7725 W. North Avenue
Wauwatosa, WI 53213

Tuesday, May 14, 2024

7:30 PM

Council Chambers and Zoom:
<https://servetosa.zoom.us/j/82923188685>,
Meeting ID: 829 2318 8685

Regular Meeting

HYBRID MEETING INFORMATION

Members of the public may observe and participate in the meeting in-person or via Zoom at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

CALL TO ORDER

ROLL CALL

COMMUNITY AFFAIRS COMMITTEE ITEMS

1. Consideration of request by Matt Riesterer, Luther Group, LLC., for a Planned Unit Development Approval Extension at 7501 W. North Avenue [24-0601](#)
2. Consideration of agreement with Grow Solar Greater Milwaukee for use of the City of Wauwatosa logo for a solar group purchasing program [24-0717](#)

ADJOURNMENT

NOTICE TO PERSONS WITH A DISABILITY

Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to tclerk@wauwatosa.net, with as much advance notice as possible.



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-0601

Agenda Date: 5/14/2024

Agenda #: 1.

Consideration of request by Matt Riesterer, Luther Group, LLC., for a Planned Unit Development Approval Extension at 7501 W. North Avenue

Submitted by:

Tammy Szudy

Department:

Development

A. Background/Options

The applicant is requesting another extension to the Planned Unit Development final plan approval that was granted by the Common Council on April 19, 2022 with a one-year extension granted in March 2023 with an expiration of April 19, 2024.

Under Section 24.16.050.D.5.A, in the event the landowner fails to commence development shown on the final development plan within 12 months after final approval has been granted, then such final approval will lapse and be of no further effect unless the time period is extended by the common council upon written application by the landowner.

Please see the attached letter for additional information about this request.

B. Recommendation

Staff recommends approval of another extension expiring April 19, 2025.



Cornerstone Village – Wauwatosa

Planned Unit Development Extension

March, 2024

This Statement in Support of the Extension to the Planned Unit Development Project is submitted by Luther Group, LLC pursuant to §§24.16.050 of the Wauwatosa Code of Ordinances and Planned Unit Development Overlay District for an inclusive mixed-use community complete with 90 luxury apartment units, 4 townhomes, a 5,300 square foot BMO Harris bank branch, 6,700 square feet of retail and common space. On April 19, 2022 the City of Wauwatosa approved Planned Unit Development final plans at 7423 W. North Avenue, 7429 W. North Avenue, and 7501 W. North Avenue for a vertical mixed-use development pursuant to R-22-81 and subsequently extended the Planned Unit Development for a period of one year on March 21, 2023.

Extension:

The Development Team is requesting an additional extension to the PUD approval for a period of one year (April 19, 2025). This extension will allow the development team additional time to work on predevelopment activities such as financing structure and construction cost validation. Additionally, the team will explore alternative options for the site that remain feasible in the current economic environment.

Respectfully Submitted,

Luther Group, LLC

Jason Luther

Matt Riesterer



Wauwatosa, WI

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Wauwatosa, WI 53213

Staff Report

File #: 24-0717

Agenda Date: 5/14/2024

Agenda #: 2.

Consideration of agreement with Grow Solar Greater Milwaukee for use of the City of Wauwatosa logo for a solar group purchasing program

Submitted by:

Jim Archambo

Department:

Administration

A. Issue

Shall the City authorize Grow Solar Greater Milwaukee, a nonprofit organization, to utilize the City logo in conjunction with its efforts to coordinate group solar buys among residential and business property owners in and near Wauwatosa?

B. Background/Options

In 2017, the Common Council approved an agreement for the use of the City logo by Grow Solar Greater Milwaukee, formerly the Midwest Renewable Energy Association, a non-profit organization, for the purpose of organizing group solar buys in Wauwatosa. The program allows vendors to bid on the opportunity to participate in group purchases of solar electric equipment for installation on residences and small businesses. Such purchasing power allows for greatly reduced pricing and encourages the increased use of such technologies at the local level. Similar programs have been in place in the City of Milwaukee and in other locations throughout the upper Midwest.

Grow Solar Greater Milwaukee is interested in entering into a new logo use agreement for this purpose for 2024. Grow Solar Greater Milwaukee has explained that such programming is more widely accepted among potential customers if the City has provided some level of support for the concept by allowing cooperative use of its logo on communications materials. The City of Milwaukee and others have cooperated in the past, resulting in installations of solar equipment and electrical savings throughout the upper Midwest.

The 2017 agreement allowed for the use of the City logo for this purpose and protected the City's interests, including intellectual property rights in its logo. An updated logo use agreement between the City of Wauwatosa and Grow Solar Greater Milwaukee is attached to this proposal.

C. Strategic Plan (Area of Focus)

Priority Area Three: Infrastructure

Priority Area Five: Quality of Life

D. Fiscal Impact

There is no cost to the City and the agreement makes clear to users that the City is supportive in concept while not being a direct sponsor of the private installers who might be involved in these transactions.

E. Recommendation

Staff recommends approval of the attached agreement for use of the City logo by Grow Solar Greater Milwaukee, which is limited to the balance of the 2024 calendar year.

LOGO USE AGREEMENT
BETWEEN
CITY OF WAUWATOSA
AND
MIDWEST RENEWABLE ENERGY ASSOCIATION

THIS AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2024, between the CITY OF WAUWATOSA, a Wisconsin Municipal Corporation (hereinafter "CITY"), and Midwest Renewable Energy Association, a nonprofit corporation of Wisconsin (Hereinafter "Licensee"). CITY and Licensee enter into his agreement consistent with their charitable missions relating to climate change.

LICENSE. (a) CITY grants to Licensee a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license (the "License") to use the City's logo as set forth in Exhibit A (the "Logo") for the limited purpose of identifying CITY as a sponsor of Solar Group Buys in and around WAUWATOSA, WISCONSIN during the Term. The Logo shall not be revised or altered from the form provided in any way and must be displayed in the same form (and colors, if applicable) as provided by CITY.

(b) The Licensee acknowledges CITY's ownership of the Logo, the value of the goodwill associated with the Logo and the validity of the City's rights in the use of the Logo and will take no action that will interfere with or diminish CITY's rights in the Logo. Nothing in this Agreement gives Licensee any right, title or interest in the Logo. Licensee will not use, nor permit the use of, the Logo in any manner not expressly permitted by this Agreement. Licensee shall employ best efforts to use the Logo in a manner that does not derogate from CITY's rights in the Logo and does not in any way disparage or injure CITY's reputation for high quality.

(c) Upon request, the Licensee will supply CITY, at no cost and with no obligation to return, suitable specimens or evidence of its use of the Logo to verify compliance with this Agreement. Licensee will remedy any material deficiencies in its use of CITY's Logo upon notice from CITY.

2. TERM. The term of this Agreement (the "Term") commences upon the date set forth above and terminates on the ____ day of _____, 202__, unless earlier terminated for any reason by CITY.

3. NO ENDORSEMENT. Nothing herein shall create or imply an endorsement of Licensee by CITY or any of its related entities. Licensee shall not describe its relationship with CITY as an endorsement by CITY or any of its related entities on its packaging, in its promotional materials, in its advertisements, or in any other communication. In addition, Licensee shall not use the Logo in any advertisement or promotion that includes reference to a particular solar installer or other for-profit business.

Any printed or other use of the logo shall include a specific written statement on the same page as the logo reading as follows: *"Use of the City of Wauwatosa logo is not an endorsement of Midwest Renewable Energy Association or any private company associated with installation of products discussed in this publication."*

4. NO JOINT VENTURE. Nothing in this agreement or in its performance is intended to create an employer-employee relationship, partnership, agency, joint venture, or franchise relationship between the Parties. All activities set forth in this Agreement will be performed by Licensee and CITY as independent parties.

5. MISCELLANEOUS. This Agreement sets forth the entire understanding of the Parties concerning the matters covered hereby and supersedes any prior agreement or understanding relating to it. This Agreement will be governed by the laws of the State of Wisconsin. No Amendment will be effective except when in writing signed by both CITY and the Licensee. If any provision of this Agreement is held invalid, the other provisions will remain in full force and effect.

SIGNATURES APPEAR ON FOLLOWING PAGE

Agreed to and Accepted by:

CITY OF WAUWATOSA

Dennis McBride
Mayor

Date:

Steven Braatz
City Clerk

Date:

Approved as to Form and Execution:

Alan Kesner
City Attorney

Date:

Contact information for notices:

City of Wauwatosa
Attention: City Attorney
7725 West North Avenue
Wauwatosa, Wisconsin 53213

E-mail: *akesner@wauwatosa.net*

Agreed to and Accepted by:

Midwest Renewable Energy Association

Title:

Date:

Contact information for notices:

Address: _____

E-Mail: _____

Exhibit A
LOGO VERSION TO BE USED AS PART OF THE AGREEMENT

