



COUNTY OF KENOSHA

January 2023

Department of Public Works & Development Services

TEMPORARY USE APPLICATION

RECEIVED

FEB - 9 2024

Kenosha County
Planning and Development

Owner: Bedrock LC, LLC
Mailing Address: 33703 59th St
Burlington, WI 53105
Phone Number(s): (262) 537-2312

To the Kenosha County Board of Adjustment:

The Kenosha County Board of Adjustments is required to hear and grant temporary uses by the language set forth in section 12.36-5(a)5 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance. The owner or assigned agent seeks approval of a temporary use permit.

Parcel Number: 95-4-219-353-0230 Zoning District: B-4
Property Address: 33073 59th St Shoreland: No
Subdivision: CSM 2531 Lot(s): 1 Block:

REQUIRED BY ORDINANCE

Section: VII. B. 12.36-5(a)5 -

It shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Kenosha County Board of Adjustments in compliance with 12.36-5(a)5 of this ordinance and also obtaining any applicable zoning permit or certificate of compliance from the Division of Planning & Development being in conformity with the provisions of this Ordinance, and local, State and Federal requirements.

Retail sale of fireworks

(Note: petitioner must attach a separate site plan drawing showing the layout of the intended use (stand(s), trailer(s), tent(s), container(s), signage, building(s), etc...)

TEMPORARY USE APPLICATION

The Kenosha County Board of Adjustments is authorized to hear and grant applications for temporary uses, in any district provided that such uses are of a temporary nature, do not involve the erection of a substantial structure, and are compatible with the neighboring uses and the Department of Planning and Development has made a review and recommendation. The permit shall be temporary, revocable, subject to any conditions required by the Board of Adjustment and shall be issued for a period not to exceed twelve (12) months. Compliance with all other provisions of this Ordinance shall be required.

The burden will be on you as property owner to provide information upon which the board may base its decision. At the hearing, any party may appear in person or may be represented by an agent or attorney. You or your agent must convince the Board to make a ruling in your favor. The board must make its decision based only on the evidence submitted to it at the time of the hearing. The Board will not act on your request unless you or your agent is present.

1. Current Use of Property:

Parking Lot

2. Proposed temporary use of property:

Fireworks Tent

3. Proposed duration of temporary use:

6/12/24 - 7/5/24

4. Proposed parking plan

See site map

5. Proposed security plan

N/A

6. Proposed sanitation plan:

N/A

7. What would be the effect on this property, the community or neighborhood and the public interest if the temporary use was granted? How can these impacts be mitigated?

These interests are listed as objectives in the purpose statement of an ordinance and may include drainage, visual impact, parking and fire safety and building code requirements.

The firework tent will increase traffic flow for Wheatland Convenience Center

The undersigned hereby attests that the above stated information is true and accurate and further gives permission to Planning & Development staff and Board of Adjustment members to view the premises, in relation to the temporary use request made herein, during reasonable daylight hours.

Owner's Signature: See Lease

Agent: DeAnna Delinger Signature: [Signature]

Agents Address: 34221 High Dr East Troy WI

Phone Number(s): 414-349-2463

Black Bull Fireworks

34231 High Drive
East Troy, WI 53120
414-349-2463

February 8th, 2024

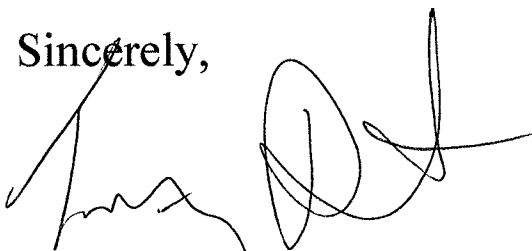
To Whom It May Concern:

We would like permission to sell novelty fireworks in the Town of Wheatland, at the Wheatland Convenience Center located at 33703 59th Street, Burlington WI 53105. We would like to put a 30x60 tent and 8x40 steel storage container in the parking lot area. We would like two 8x15 ft. banners, one on the tent and the other on the container. We would also like two small 2x4 banners under each of the gas station signs.

The fireworks stand would be open from June 12th until July 6, 2024. The operation would have hours from 8am to 8 pm. The container will be on site June 1st- July 5th.

During open hours the fireworks will be displayed on tables. At night, the fireworks would be stored in a metal mobile mini storage unit.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy Delimat', with a large, stylized loop at the end.

Timothy Delimat
Owner

TEMPORARY USE SITE MAP

PETITIONER(S):

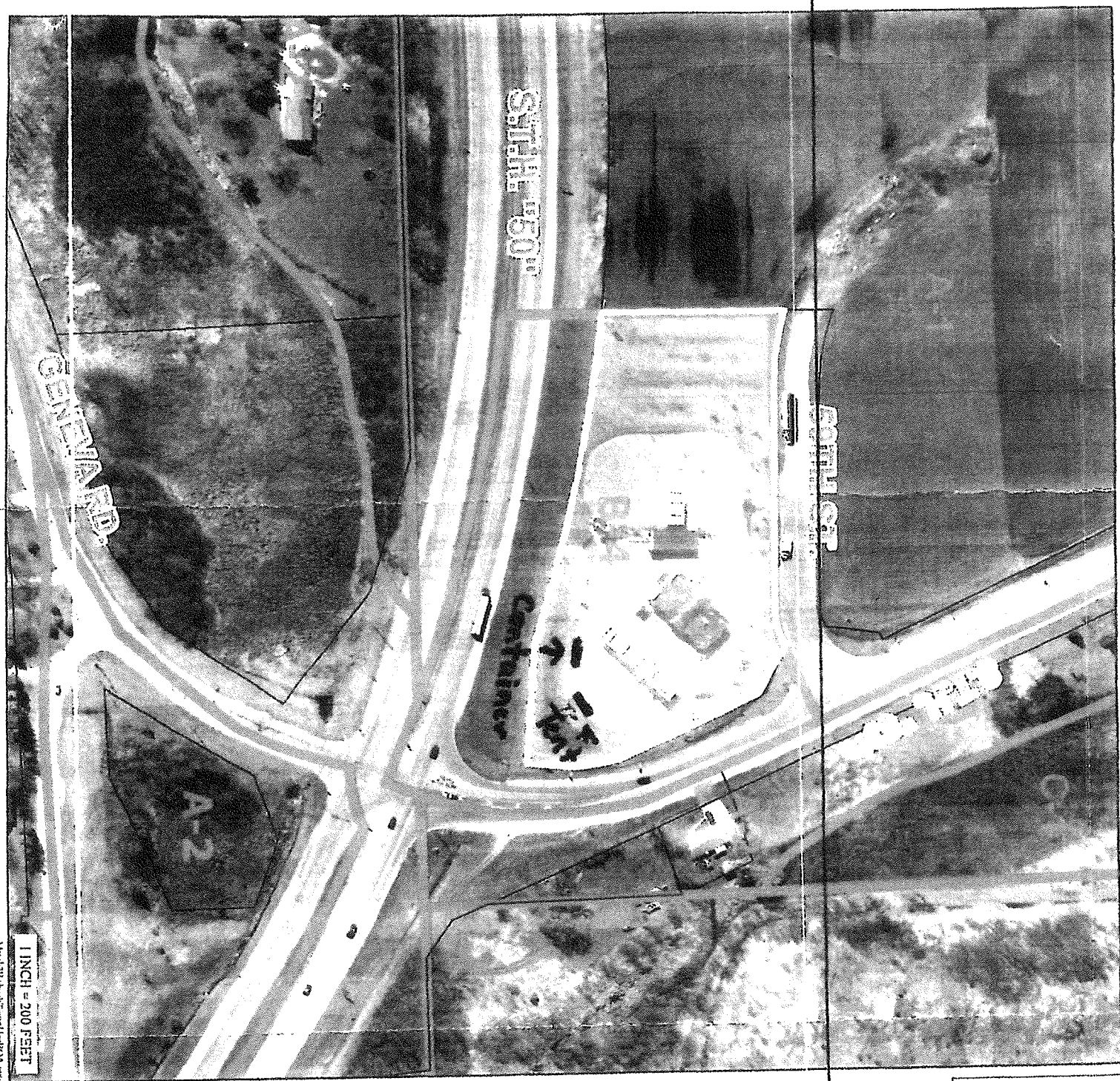
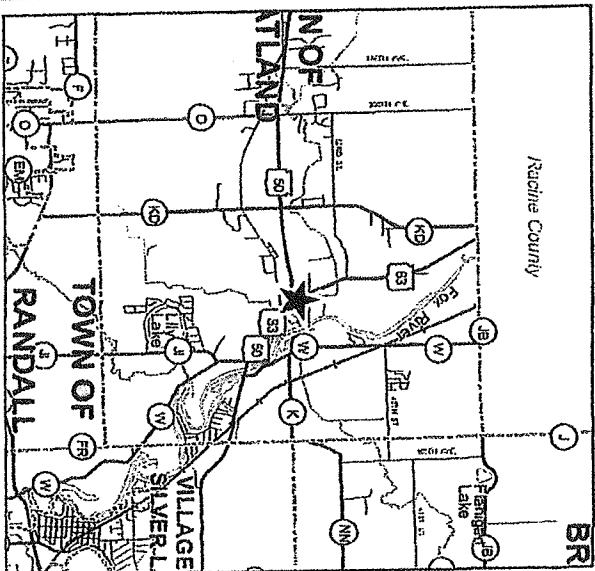
Bedrock LC LLC (Owner), Timothy & Deanna Delimat, Black Bull Fireworks (Agent)

LOCATION: SW 1/4 of Section 35,
Town of Wheatland

TAX PARCEL(S): #95-4-219-353-0230

REQUEST:

Requesting approval of a temporary use (Section VII.B.12.36-5(a)(5)) which states that all temporary uses require the Board of Adjustments to hear and grant an application in any district) to temporarily use an existing parking lot for the placement of a 30' x 60' sales tent, a 8' x 40' steel storage container and four banners to operate a temporary fireworks sales stand in the B-4 Planned Business District.



Black Bull Fireworks

34231 High Drive

East Troy, WI 53120

414-349-2463

1- YEAR LEASE

This Lease is entered into this date between Bedrock LLC and Timothy and DeAnna Delimat, dba Black Bull Fireworks. Rent will be paid only if the governing municipality grants a permit for the sale of fireworks at below said property.

WHEREAS Landlord leases certain parcels of real property describe as Mobile 33703 59th St. Burlington, WI

WHEREAS Tenant desires to lease the Property from Landlord for the term described herein and to erect a tent on said property for the purpose of the retail sale of fireworks and related items. **A 40 ft. steel storage container will also be on property.**

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Section 1. Term. The original term of this Lease shall commence June 13th, 2024 and shall continue until July 6, 2024.

Steel Storage container will be on property a few days earlier/longer. Tent will come and be picked up day before/after date listed.

Section 2. Rent

~~_____ (gross sale with taxes and permits fees removed) 1st thru July~~

Section 3. No Partnership. The right of Landlord to receive rent shall not be deemed to give Landlord any interest, control or discretion in said operation. Nothing contained in this Lease shall be construed to be or create a partnership or joint venture between parties.

Section 4. Permitted Use. The Property shall be used for the operation of a retail fireworks and related items store and for no other purposes without the consent of Landlord which consent shall not be unreasonably withheld.

Section 5. Exclusive Use. Landlord agrees that during the term of this Lease he shall not lease any contiguous property owned by him to any other entity in the same or similar business as the tenant's business.

Section 6. Restrictions on Use. In connection with use of the Property, Tenant shall:

- A. Conform to all applicable laws and regulations of any public authority affecting the Property and the use and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.
- B. Refrain from any use which would be reasonably offensive to or directly interfere with use by other tenants or owners or users of neighboring Property or which would tend to create a nuisance or damage the reputation of the Property.

Section 7. Insurance. Before taking possession of the Property, Tenant shall procure and thereafter during the term of this Lease shall continue to carry the liability insurance of a responsible company with liability limits **of not less than \$1 Million dollars**. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Property, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the indemnification provisions of this Lease, and shall protect Landlord and Tenant against claims of third persons. In addition, Tenant shall bear the expense of any insurance, purchased at Tenant's discretion, insuring the property of Tenant.

Section 8. Indemnification. **Tenant shall indemnify, defend and hold Landlord harmless from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Property or any condition of the Property in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any loss or damage caused by third parties or by any condition of the Property, unless caused by Landlord's negligence.**

Section 9. Landlord Warranty. Landlord warrants that it is the owner of the Property and/or has the right to lease the Property. Landlord warrants Tenant's right to quiet enjoyment of the Property from the lawful claims of all persons during the lease term.

Section 11. Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

Section 12. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

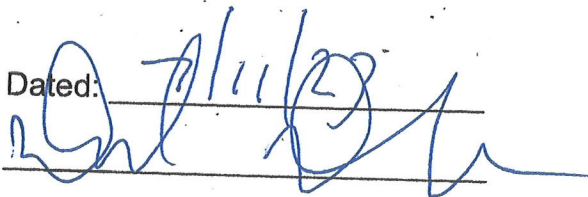
Section 13. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Section 14. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 15. Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

Section 16. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Dated: 7/11/23



Timothy Delimat

Or

DeAnna Delimat

Owner

Dated: 7-11-2023

