



CODE ENFORCEMENT BOARD MINUTES: WEDNESDAY, MAY 1, 2024

The City of Florence, Kentucky Code Enforcement Board met at 10:00 a.m. on Wednesday, May 1, 2024 in the Council Chamber of the Florence Government Center with Code Enforcement Board Chairman, Jim Johnson presiding.

CALL TO ORDER & ROLL CALL:

Chairman Johnson called the meeting to order and requested a roll call. Present were the following three (3) Board members: Jim Johnson, Chairman; Lance Howard (Vice-Chairman); and Bill Sharp. Board Members Spille and Rowland were absent.

Also present: Thomas Nienaber, City Attorney; Brandi Roundtree, Assistant City Clerk; Jeremy Kleier, Community Services Superintendent; Jacob Carpenter, Code Enforcement Officer; Mike Macaluso, Code Enforcement Officer; Randy Corpus, Code Enforcement Officer; Jeremiah Rice, Code Enforcement Officer; Randy Childress, Fire Marshal; and Patrick Cottingham, Police Officer.

In the audience: Shekia Williams, contested case; John Schaffstein, contested case; Joe Mangiafico, contested case; Tiffany Tormey, contested case; Rakeshukumar Patel, contested case; John Vincent, contested case; Branson Kovach, contested case; Tammy Schroer, contested case; Mary Thompson, contested case; Dennis Helmer, contested case; Fran Metzger, contested case; Virginia Vizcarra, contested case; Luis Lopez, contested case; Michael J. Keeney, attorney, contested case; Kateri Long, contested case; Alex Edmondson, attorney, continued case; Noelle Saunders, continued case; Todd McMurtry, attorney, continued case; Carlo Wessels, continued case; and Donna Linville, continued case.

APPROVAL OF MINUTES:

Chairman Johnson called for a motion to approve the minutes of the April 3, 2024 meeting of the Code Enforcement Board. Board Member Sharp motioned to accept the minutes as read with a second from Board Member Howard.

Motion carried by unanimous vote.

ELECTION OF CODE ENFORCEMENT CHAIRMAN AND VICE CHAIRMAN:

City Attorney Thomas Nienaber opened the floor for nominations to fill the 2024-2025 office of Chairman of the Code Board. Motion was made by Board Member Howard to nominate Jim Johnson as Chairman followed by a second from Board Member Sharp. **Motion carried by unanimous vote.**

Assistant City Attorney Thomas Nienaber then opened the floor for nominations to fill the Vice Chairman position. Motion was made by Board Member Sharp to nominate David Spille followed by a second from Board Member Howard. **Motion carried by unanimous vote.**

SWEARING IN:

The Code Enforcement Officers were sworn in by Chairman Johnson.

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CONTESTED CASES (14):

Contested Case # 2024-126-MU
48 Ridgeway Ave.
Contested by: Shekeia Williams

City of Florence vs. Stanton Homes LLC
Citation # 24-253 (1-3)

Officer Corpus stated the property is in compliance.

Shekeia Williams appeared on behalf of Stanton Homes LLC.

Board Member Howard made a motion to dismiss the citations. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Contested Case # 2022-277-OC
60 Cavalier Blvd.
Contested by: John Schaffstein

City of Florence vs. Eileen Schaffstein
Citation # 21-2742 (1-3)

Officer Macaluso presented the case as follows: Case was for an occupational license violation. Three citations were issued for a total of \$500.00. No city expenses were incurred. The occupational license is not in compliance.

John Schaffstein appeared on behalf of Eileen Schaffstein and stated they were unaware an occupational license was required due to the fact that Ms. Schaffstein has worked out of out of the Ft. Mitchell, Ft. Wright, and Park Hills locations but has never worked out of the office located at 60 Cavalier Blvd.

Officer Macaluso provided multiple sources showing Mrs. Schaffstein's business address listed as 60 Cavalier Blvd., Florence, Kentucky. Mr. Schaffstein agreed but maintained that Mrs. Schaffstein has never worked out of the Florence office.

Officer Macaluso inquired as to what business address is listed on Mrs. Schaffstein's tax returns. Mr. Schaffstein stated that the business address is listed as 60 Cavalier Blvd., Florence, Kentucky.

Officer Macaluso informed Mr. Schaffstein that the City of Florence ordinance states if you have any engaged in any business, trade or occupation through an address at or in the City of Florence, a City of Florence Occupational License is required. He stated that due to Ms. Schaffstein's business address being listed as 60 Cavalier Blvd., Florence, Kentucky an occupational license is required.

Officer Macaluso requested the case be continued to the June meeting to allow Mr. & Mrs. Schaffstein time to bring her occupational license into compliance and if the occupational license is brought into compliance, Mr. Schaffstein would not need to appear at the June meeting.

Board Member Howard made a motion to continue the case to the June meeting. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Contested Case # 2024-279-OC
71-75 Cavalier Blvd.

City of Florence vs. Joe Mangiafico
Citation # 24-182 (1-5)

Officer Rice presented the case as follows: Case was for an occupational license violation. Five citations were issued in the amount of \$1,100.00. No city expenses were incurred. Occupational license is in compliance.

Joe Mangiafico appeared before the board.

Board Member Sharp made a motion to dismiss the citations. Board Member Howard followed with a second. **Motion carried by unanimous vote.**

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Contested Case # 2024-435-OC
2028-2164 Mall Circle Road
Contested by: Tiffany Tormey

City of Florence vs. REV22
Citation # 24-152-1

Officer Rice presented the case as follows: Case was for an occupational license violation. One citation was issued in the amount of \$50.00. No city expenses were incurred. Occupational license is in compliance.

Tiffany Tormey appeared on behalf of REV22.

Board Member Howard made a motion to dismiss the citations. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Contested Case # 2024-318-SW
6501 Dixie Highway
Contested by: Rakeshukumar Patel

City of Florence vs. Shiv Krupa Turfside LLC
Citation # 24-634-1

Officer Carpenter presented the case as follows: Received notification on 3/28 from the City of Florence Sewer Crew that a private sanitary sewer cleanout cap was bypassed. Inspection completed and a verbal warning was issued to the employees. Follow up inspection completed on 4/1/24, property was in compliance.

Officer Carpenter received another notification on 4/2/24 that the cleanout cap was bypassed once again, citation was issued at that time. Officer Carpenter stated he received a phone call from Roto-rooter explaining that Duke Energy had put a telephone pole through their pipe which caused the stoppage and the issue. He stated that Duke Energy has removed the telephone pole, the line has been repaired and the area has been cleaned up of all discharge. The property is now in compliance.

Rakeshukumar Patel appeared on behalf of Shiv Krupa Turfside LLC.

Board Member Howard made a motion to dismiss the citation. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Contested Case # 2024-277-OC
71-75 Cavalier Blvd.
Contested by: John P. Vincent

City of Florence vs. Top Quality Service Realty
Citation # 24-280 (1-5)

Officer Rice presented the case as follows: Case was for an occupational license violation. Five citations were issued in the amount of \$1,100.00. No city expenses were incurred. Payment was made in the amount of \$50.00. A total of \$1,050.00 is currently owed. Occupational license is in compliance.

John P. Vincent appeared on behalf of Top Quality Service Realty.

Board Member Howard made a motion to dismiss the citations. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Contested Case # 2024-212-OC
7210 Turfway Road

City of Florence vs. Branson Kovach
Citation # 23-2382 (1-4)

Officer Rice presented the case as follows: Case was for an occupational license violation. Four citations were issued in the amount of \$800.00. No city expenses were incurred. Occupational license is in compliance.

Branson Kovach appeared before the board.

Board Member Sharp made a motion to dismiss the citations. Board Member Howard followed with a second. **Motion carried by unanimous vote.**

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Contested Case # 2019-209-OC
4885 Houston Road

City of Florence vs. Tammy Schroer
Multiple Citations

Officer Macaluso presented the case as follows: Case was for an occupational license violation. Five citations were issued in the amount of \$700.00. No city expenses were incurred. Occupational license is in compliance.

Tammy Schroer appeared before the board.

Board Member Sharp made a motion to dismiss the citations. Board Member Howard followed with a second. **Motion carried by unanimous vote.**

Contested Case # 2024-246-NU/ZG
16 Ridgeview Ave.
Contested by: Mary Thompson

City of Florence vs. Markkale Thompson
Citation # 24-452 (1-3)

Officer Corpus stated the property is in compliance.

Mary Thompson appeared before the board.

Board Member Howard made a motion to dismiss the citations. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Contested Case # 2024-342-PM
7415 Burlington Pike
Contested by: Dennis Helmer, Attorney

City of Florence vs. Eighteen Limited
Citation # 23-2438-1

Officer Corpus presented the case as follows: Inspection completed on 12/28/23, observed retaining wall in disrepair, stairway in disrepair, parking lot in disrepair, and premises identification missing from building, courtesy notice sent. Two additional courtesy notices were sent on 1/30/24 and 3/5/24. Follow up inspection completed on 4/10/24, no change issued citation. One citation has been issued in the amount of \$200.00. No city expenses were incurred.

Attorney Dennis Helmer appeared on behalf of Eighteen Limited and stated that the violations were not listed clearly on the citation and inquired as the nature of the violations.

Officer Corpus stated the potholes in the driveway need to be filled, the rock wall is in disrepair, the stairway on the fire escape is not structurally fit and there is no identification on the property.

Attorney Helmer stated the wall had been damaged numerous times by large trucks going through the area. Attorney Helmer stated the citation was issued a week after the most recent damage to the wall and he had not had a chance to make the repairs at that time as he was working with a contractor on a more permanent solution.

Attorney Helmer stated the address of the building had always been on the sign for the building. Attorney Helmer stated the sign was rusting; therefore, it was removed to make repairs. Attorney Helmer stated a graphic artist has been hired and a contract had been signed and the sign should be completed in a few weeks.

Attorney Helmer stated the potholes are on the driveway is owned by Ameristop and they should be held responsible for the repairs. Officer Corpus stated the driveway was on Eighteen Limited's parcel; therefore, it is their responsibility to repair the potholes. Attorney Helmer stated the driveway was retained by Ameristop when Eighteen Limited purchased the property, and they need to confer with the owners of the property next door to discuss the necessary repairs. Officer Corpus stated that according to the Boone County GIS the driveway is owned by Eighteen Limited and if they wish for Ameristop to make the repairs, that would be a civil matter.

Officer Macaluso stated three courtesy notices were sent before a citation was issued and inquired if Attorney Helmer received the notices. Attorney Helmer stated he had received the notices and spoke with Officer Corpus regarding the retaining wall issue. Officer Corpus confirmed a discussion occurred regarding the retaining wall; however, two additional courtesy notices were sent regarding additional issues and no additional discussions occurred. Attorney Helmer inquired as to why Officer Corpus did not contact him regarding the additional violations. Officer Corpus stated it is the

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responsibility of the property owner to contact the code officer if additional time is needed or if they have questions regarding the citations.

Board Member Howard made a motion to continue the case to the June Meeting. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Contested Case # 2024-329-ZG/NU
81 Belmont Court
Contested by: Robert Urbina

City of Florence vs. Robert & Frances Urbina
Citation # 24-629-1

Officer Carpenter presented the case as follows: Inspection completed on 3/27/24 observed disabled vehicle and high weeds and grass, courtesy notice sent. Follow up inspection completed on 4/4/24, no change, issued citation. One citation was issued in the amount of \$100.00. Merkle did mow the grass, therefore, there is an unknown city expense as the city has not received the invoice from Merkle. Property is in compliance.

Fran Metzger appeared before the board and stated that she does not live in the house and is fixing it up to sell it. Ms. Metzger stated she has been keeping up with the property.

Board Member Howard motioned to continue the case to the June meeting to allow Ms. Metzger time to receive and pay the Merkle fee and if the fee is paid before the June meeting, she will not need to appear. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Contested Case # 2024-368-PM
39 Goodridge Drive
Contested by: Michael J. Keeney, Attorney

City of Florence vs. Virginia Vizcarra & Luis Lopez
Citation # 23-2185-1

Officer Carpenter presented the case as follows: Case was opened on 12/13/23 for driveway/sidewalk in disrepair. Officer Carpenter stated he had been working with Justin Finke, Risk Manager, due to a claim being made by the property owners against the city for the repairs. Officer Carpenter stated the sidewalk was ripped out due to a water leak on the property owner side of the line; however, the property owner is stating the sidewalk was damaged by the city when the sidewalk on Goodridge Drive was installed. Officer Carpenter was informed by Mr. Finke that the claim made by the homeowners against the city was denied by the insurance company. Officer Carpenter stated the property is not in compliance.

Attorney Michael J. Keeney, Virginia Vizcarra, and Luis Lopez appeared before the board. Attorney Keeney stated that the property owners had not received notification that the claim was denied and that is why the sidewalk had not been repaired. Mr. Lopez stated the only inspection that has been completed was by Duke Energy due to a damaged gas line during the installation of the sidewalk. Mr. Lopez stated that the contractors installing the sidewalk must have repaired the gas line themselves because Duke has no record of the repair and the repair was not completed correctly, per Duke Energy's inspector.

Attorney Keeney stated the sidewalk being repaired would cause more issues when the waterline inspection would need to take place, the sidewalk would need to be ripped out again for the inspection.

Officer Carpenter stated the insurance adjuster, Sherman Cothran, sent Attorney Keeney an email stating the claim had been denied unless proof was submitted that the city is liable for the damages. Attorney Keeney stated he had not received the email. Attorney Keeney requested confirmation that the sidewalk needs to be repaired and the claim pursued at the same time. Officer Carpenter confirmed that the sidewalk needs to be repaired. Officer Carpenter stated if the contractor is responsible for the damage, the city would not be held responsible, the responsibility would fall to the contractor that completed the work.

Attorney Nienaber suggested continuing the case for sixty days to allow time to find out what happened at the property and who is ultimately responsible for the damage.

Board Member Sharp made a motion to continue the case to the July meeting. Board Member Howard followed with a second. **Motion carried by unanimous vote.**

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Contested Case # 2024-189-NU/PM
6109 Spicewood Ave.

City of Florence vs. Joshua Crouch
Citation # 24-346-1

Officer Corpus stated the property is in compliance and requested the citation be dismissed on behalf of Joshua Crouch.

Board Member Howard made a motion to dismiss the citation. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Joshua Crouch appeared after case was heard.

Contested Case # 2022-131-NU
28 Lynn Street
Contested by: Kateri Long

City of Florence vs. Steven & Kateri Long
Multiple Citations

Officer Macaluso presented the case as follows: Case was for multiple violations such as high weeds/grass; unlicensed/disabled vehicle; trash and debris; landscaping condition; roof and drainage; door in disrepair; and exterior walls in disrepair. Twenty-five citations were issued in the amount of \$30,450.00 with a city expense of \$1,150.00. A total of \$31,600.00 is currently owed. Property is in compliance.

Kateri Long appeared before the board.

Board Member Sharp made a motion to dismiss the citations but uphold the city expense in the amount of 1,150.00. Board Member Howard followed with a second. **Motion carried by unanimous vote.**

PARKING CASES: (4) PAID (0)

Case No.	City of Florence vs.	Citation Location	Citation No.
2024-35-AD	Amber Blevins	14 Fescue Court	3203
2024-36-MG	James Howard	Blue Orchard/Walnut Creek	7389
2024-37-TL	Jeremiah B. Souther	9651 Sumter Ridge	1307
2024-38-HJ	Mario Bencomo	7257 Turfway	3577

No one appeared to contest the stated parking violations. Board Member Sharp motioned to uphold all parking violations. Board Member Howard followed with a second. **Motion was carried by unanimous vote.**

ANIMAL CONTROL CASES: (0) None

OCCUPATIONAL LICENSE CASES: (204) Paid (27)

Case No.	City of Florence vs.	Citation Location	Citation No.
2024-412-OC	Refresh Lash Studio	71-75 Cavalier Blvd	24-172-4
2024-413-OC	Top Quality Service Realty	71-75 Cavalier Blvd	24-180-4
2024-414-OC	Joe Mangiafico	71-75 Cavalier Blvd	24-182-4
2024-415-OC	Staffinders Inc.	71-75 Cavalier Blvd	24-192-4
2024-416-OC	Matsuya Japanese Rest.	7137-7149 Manderlay Drive	22-1478-10
2024-417-OC	Great Steak and Potato	2072 Florence Mall	22-1617-1
2024-418-OC	Fx Florence Road LLC	6985 Houston Road	22-58-12
2024-419-OC	Family Dollar	7502 Dixie Hwy	23-1681-4
2024-420-OC	Rent-n-Roll	4512 Dixie Hwy	23-188-6
2024-421-OC	Todd Asalon	7210 Turfway Road	23-2202-3
2024-422-OC	Cory Behm	7210 Turfway Road	23-2208-3
2024-423-OC	Cameron Berens	7210 Turfway Road	23-2209-3

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2024-424-OC	Stephanie Berens	7210 Turfway Road	23-2210-3
2024-425-OC	Venus Bertucci	7210 Turfway Road	23-2211-3
2024-426-OC	Honh Shu - Yamato Hibachi Grill & Sushi	8197 Mall Road	23-2453-1
2024-427-OC	Rue 21	2028-2164 Mall Circle Road	24-139-1
2024-428-OC	Zumiez	2028-2164 Mall Circle Road	24-140-1
2024-429-OC	Torrid	2028-2164 Mall Circle Road	24-141-1
2024-430-OC	M&K	2028-2164 Mall Circle Road	24-142-1
2024-431-OC	Vicious	2028-2164 Mall Circle Road	24-143-1
2024-432-OC	Spacecraft Airsoft	2028-2164 Mall Circle Road	24-148-1
2024-433-OC	Great American Cookie	2028-2164 Mall Circle Road	24-150-1
2024-434-OC	Pretzel Twister	2028-2164 Mall Circle Road	24-151-1
2024-435-OC	Rev 22	2028-2164 Mall Circle Road	24-152-1
2024-436-OC	Job and Talent	2028-2164 Mall Circle Road	24-156-1
2024-437-OC	Florence Hardware	7110 Dixie Hwy	24-386-1
2024-438-OC	Home Depot USA	99 Spiral Blvd	24-475-4
2024-439-OC	The Children's Place	2028 Mall Circle Road	22-1582-1
2024-440-OC	Aeropostale	2028 Mall Circle Road	22-1584-1
2024-441-OC	Boxlunch	2028 Mall Circle Road	22-1585-1
2024-442-OC	Hot Topic	2028 Mall Circle Road	22-1589-1
2024-443-OC	Rally House	2028 Mall Circle Road	22-1590-1
2024-444-OC	Bella	2028 Mall Circle Road	22-1592-1
2024-445-OC	Sparc Group Holdings LLC, DBA Forever 21	2028 Mall Circle Road	22-1593-1
2024-446-OC	Dakota Watch Company	2028 Mall Circle Road	22-1597-1
2024-447-OC	The Relax Place	2028 Mall Circle Road	22-1613-1
2024-448-OC	Osaka Grill	2028 Mall Circle Road	22-1620-1
2024-449-OC	Pholicious	2028 Mall Circle Road	22-1621-1
2024-450-OC	Sbarro	2028 Mall Circle Road	22-1622-1
2024-451-OC	Jarad Bodkin	7210 Turfway Road	23-2228-3
2024-452-OC	Cierra Hogan	7210 Turfway Road	23-2337-5
2024-453-OC	Holly Hurst	7210 Turfway Road	23-2359-4
2024-454-OC	Kody Jarrells	7210 Turfway Road	23-2363-4
2024-455-OC	Jeremiah Jones	7210 Turfway Road	23-2367-4
2024-456-OC	Refresh Lash Studio	71-75 Cavalier Blvd	24-172-5
2024-457-OC	Top Quality Service Realty	71-75 Cavalier Blvd	24-180-5
2024-458-OC	Joe Mangiafico	71-75 Cavalier Blvd	24-182-5
2024-459-OC	Royal Prestige	71-75 Cavalier Blvd	24-190-4
2024-460-OC	Staffinders Inc.	71-75 Cavalier Blvd	24-192-5
2024-461-OC	La Oficina LLC	71-75 Cavalier Blvd	24-195-2
2024-462-OC	Prosegur Security USA	71-75 Cavalier Blvd	24-196-2
2024-463-OC	Beltone Hearing Solutions	7413 US 42 Hwy	24-381-1
2024-464-OC	Southern Cross	71 Cavalier Blvd	21-2341-13
2024-465-OC	William F. Mitchell	71-75 Cavalier Blvd	22-1149-8
2024-466-OC	Daniel Schafer	71-75 Cavalier Blvd	22-1169-12
2024-467-OC	The TCG Vault	71-75 Cavalier Blvd	22-1182-9
2024-468-OC	Advantage Roofing	71-75 Cavalier Blvd	22-1183-14
2024-469-OC	Cortech	71-75 Cavalier Blvd	22-1193-13
2024-470-OC	Adam Marit	71-75 Cavalier Blvd	22-1205-14
2024-471-OC	Ben Schwartz & Sons	71-75 Cavalier Blvd	22-1214-6
2024-472-OC	Mall Road Dental Center	8197 Mall Road	22-1468-8
2024-473-OC	Piada Italian Street Food	7659-7747 Mall Road	22-1518-8

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2024-474-OC	Great American Logistics	71-75 Cavalier Blvd	22-167-2
2024-475-OC	Massage by Samantha	71-75 Cavalier Blvd	22-169-2
2024-476-OC	Northern Kentucky Behavioral Health	7000 Houston Road	22-1707-6
2024-477-OC	Locust Lane Apartments LLC	210-256 Locust Avenue	22-1711-12
2024-478-OC	Dixon Plumbing	71-75 Cavalier Blvd	22-174-2
2024-479-OC	Edward Greer	2042 Lafitte Court	22-2036-2
2024-480-OC	IHS Florence Kentucky LLC	7960 Connector Drive	23-209-7
2024-481-OC	TM Properties LLC	235 Main Street	23-228-8
2024-482-OC	Deer Park Roofing Inc.	6418 Dixie Hwy	23-313-5
2024-483-OC	Namdar Realty, DBA Florence Mall Realty	2028-2164 Mall Circle Road	24-158-1
2024-484-OC	Aseguro Insurance LLC	71-75 Cavalier Blvd	24-176-2
2024-485-OC	Rue 21	2028-2164 Mall Circle Road	24-139-2
2024-486-OC	M&K	2028-2164 Mall Circle Road	24-142-2
2024-487-OC	Vicious	2028-2164 Mall Circle Road	24-143-2
2024-488-OC	Spacecraft Airsoft	2028-2164 Mall Circle Road	24-148-2
2024-489-OC	Great American Cookie	2028-2164 Mall Circle Road	24-150-2
2024-490-OC	Home Depot USA	99 Spiral Blvd	24-475-5
2024-491-OC	Morris Home Center	8040 Burlington Pike	23-1460-3
2024-492-OC	Energy Insurance	4895 Houston Road	23-1971-1
2024-493-OC	James Swango (The Color Room)	8045-8133 Connector Drive	23-1990-2
2024-494-OC	Brittany Moore, Hidden Rainbows Hair Studio	7606-7654 Mall Road	23-2004-4
2024-495-OC	Jennifer Tinch, Apothica Salon & Beauty	7606-7654 Mall Road	23-2007-4
2024-496-OC	L Kranz	7606-7654 Mall Road	23-2008-4
2024-497-OC	Cory Behm	7210 Turfway Road	23-2208-4
2024-498-OC	Cameron Berens	7210 Turfway Road	23-2209-4
2024-499-OC	Stephanie Berens	7210 Turfway Road	23-2210-4
2024-500-OC	Venus Bertucci	7210 Turfway Road	23-2211-4
2024-501-OC	Branson Kovach	7210 Turfway Road	23-2382-4
2024-502-OC	Jarad Bodkin	7210 Turfway Road	23-2228-4
2024-503-OC	Andre Bogle	7210 Turfway Road	23-2230-5
2024-504-OC	Cierra Hogan	7210 Turfway Road	23-2337-6
2024-505-OC	Kody Jarrells	7210 Turfway Road	23-2363-5
2024-506-OC	Jeremiah Jones	7210 Turfway Road	23-2367-5
2024-507-OC	CIVFI-KY1B0 1& KY1B02 LLC c/o Ricore	7107-7115 Industrial Road	21-2823-16
2024-508-OC	Refresh Lash Studio	71-75 Cavalier Blvd	24-172-6
2024-509-OC	Royal Prestige	71-75 Cavalier Blvd	24-190-5
2024-510-OC	La Oficina LLC	71-75 Cavalier Blvd	24-195-3
2024-511-OC	Prosegur Security USA	71-75 Cavalier Blvd	24-196-3
2024-512-OC	Great American Cookie	2028-2164 Mall Circle Road	24-150-3
2024-513-OC	Home Depot USA	99 Spiral Blvd	24-475-6
2024-514-OC	Sure Stay Hotel by Best Western	8075 Steilen Drive	24-487-1
2024-515-OC	KFC & Long John Silvers	8055 Holiday Drive	24-488-1
2024-516-OC	Jessica Treadway	7210 Turfway Road	24-62-1
2024-517-OC	Ashley Turner	7210 Turfway Road	24-72-1
2024-518-OC	Yorlen Valbuena	7210 Turfway Road	24-73-1
2024-519-OC	Colt Vannarsdall	7210 Turfway Road	24-74-1
2024-520-OC	Sarah Del Vecchio	7210 Turfway Road	24-75-1
2024-521-OC	Jennifer Vories	7210 Turfway Road	24-77-1
2024-522-OC	Jon Weaver	7210 Turfway Road	24-79-1
2024-523-OC	Jason Whaley	7210 Turfway Road	24-80-1

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2024-524-OC	Tammy Wilder	7210 Turfway Road	24-81-1
2024-525-OC	Craig Williams	7210 Turfway Road	24-82-1
2024-526-OC	Jarrold Williams	7210 Turfway Road	24-83-1
2024-527-OC	Amber Winekauf	7210 Turfway Road	24-91-1
2024-528-OC	Kathy Wolfe	7210 Turfway Road	24-92-1
2024-529-OC	Steve Wolfe	7210 Turfway Road	24-93-1
2024-530-OC	Victoria Wood	7210 Turfway Road	24-94-1
2024-531-OC	Camryn Woods	7210 Turfway Road	24-95-1
2024-532-OC	Willie Woodward	7210 Turfway Road	24-96-1
2024-533-OC	Adam Wotherspoon	7210 Turfway Road	24-97-1
2024-534-OC	David Zalla	7210 Turfway Road	24-99-1
2024-535-OC	Jennifer Mischke	7210 Turfway Road	21-1674-9
2024-536-OC	Ashgrove LLC	6700-6748 Ashgrove Place	23-1477-3
2024-537-OC	Cameron Berens	7210 Turfway Road	23-2209-5
2024-538-OC	Stephanie Berens	7210 Turfway Road	23-2210-5
2024-539-OC	Venus Bertucci	7210 Turfway Road	23-2211-5
2024-540-OC	Brenden Meece	7210 Turfway Road	23-2224-3
2024-541-OC	Stacy Meece	7210 Turfway Road	23-2226-2
2024-542-OC	Dave Moser	7210 Turfway Road	23-2239-3
2024-543-OC	Ashley Muniz	7210 Turfway Road	23-2241-3
2024-544-OC	EJ Murray	7210 Turfway Road	23-2242-3
2024-545-OC	Derek Neville	7210 Turfway Road	23-2246-2
2024-546-OC	Hoyt Pluntett DBA Hoyt Plunkett Realty LLC	7210 Turfway Road	24-10-1
2024-547-OC	Sam Powers	7210 Turfway Road	24-12-1
2024-548-OC	Mary Radenheimer	7210 Turfway Road	24-13-1
2024-549-OC	Tim Downing, DBA TD Properties	10 Glenn Street	24-133-2
2024-550-OC	Leah Raniero	7210 Turfway Road	24-14-1
2024-551-OC	Josh Reckley	7210 Turfway Road	24-15-1
2024-552-OC	Kelli Redwine	7210 Turfway Road	24-16-1
2024-553-OC	Bobbie Richerson	7210 Turfway Road	24-18-1
2024-554-OC	Katie Robbins	7210 Turfway Road	24-21-1
2024-555-OC	Bobby Roderick	7210 Turfway Road	24-24-1
2024-556-OC	Brooke Roscoe	7210 Turfway Road	24-25-1
2024-557-OC	Marcie Rottinghaus	7210 Turfway Road	24-26-1
2024-558-OC	Royce Saunders	7210 Turfway Road	24-27-1
2024-559-OC	Matt Schutte	7210 Turfway Road	24-29-1
2024-560-OC	Jacob Seafort	7210 Turfway Road	24-30-1
2024-561-OC	Danae Nixon	7210 Turfway Road	24-3-1
2024-562-OC	Tina Shearer	7210 Turfway Road	24-39-1
2024-563-OC	Cindy Shetterly	7210 Turfway Road	24-40-1
2024-564-OC	Brad Olds	7210 Turfway Road	24-4-1
2024-565-OC	Mackenzie Sipple	7210 Turfway Road	24-43-1
2024-566-OC	Ariel Sizemore	7210 Turfway Road	24-44-1
2024-567-OC	Brian Smith	7210 Turfway Road	24-46-1
2024-568-OC	Jeff Smith	7210 Turfway Road	24-47-1
2024-569-OC	Rachel Smith	7210 Turfway Road	24-48-1
2024-570-OC	Barbara Sondgerath	7210 Turfway Road	24-50-1
2024-571-OC	Marilyn Pearmen	7210 Turfway Road	24-5-1
2024-572-OC	Kelly Sparks	7210 Turfway Road	24-51-1
2024-573-OC	Kimberly Stallsworth	7210 Turfway Road	24-52-1

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2024-574-OC	Carl Stockwell	7210 Turfway Road	24-54-1
2024-575-OC	David Stoppelwerth	7210 Turfway Road	24-55-1
2024-576-OC	Stephanie Struve	7210 Turfway Road	24-56-1
2024-577-OC	Courtney Tidwell	7210 Turfway Road	24-60-1
2024-578-OC	Avery Perleberg	7210 Turfway Road	24-6-1
2024-579-OC	Jenna Tracy	7210 Turfway Road	24-61-1
2024-580-OC	Lindsey Tungate DBA Front Gate Mgmt LLC	7210 Turfway Road	24-71-1
2024-581-OC	Jarad Bodkin	7210 Turfway Road	23-2228-5
2024-582-OC	Andre Bogle	7210 Turfway Road	23-2230-6
2024-583-OC	Cierra Hogan	7210 Turfway Road	23-2337-7
2024-584-OC	Kody Jarrells	7210 Turfway Road	23-2363-6
2024-585-OC	Jeremiah Jones	7210 Turfway Road	23-2367-6
2024-586-OC	Kelly Barrett	60 Cavalier Blvd	21-2603-4
2024-587-OC	Brandon Black	60 Cavalier Blvd	21-2607-5
2024-588-OC	Lisa Brandenburg	60 Cavalier Blvd	21-2608-4
2024-589-OC	Shannon Clark	60 Cavalier Blvd	21-2615-4
2024-590-OC	Jack Cramer	60 Cavalier Blvd	21-2623-4
2024-591-OC	Jimmy Davis	60 Cavalier Blvd	21-2627-5
2024-592-OC	Marc Garrison	60 Cavalier Blvd	21-2633-5
2024-593-OC	Robbie Hedger	60 Cavalier Blvd	21-2644-4
2024-594-OC	Patricia Knipper	60 Cavalier Blvd	21-2651-5
2024-595-OC	Marius Van Melle	60 Cavalier Blvd	21-2668-5
2024-596-OC	Kelly Woodrum	60 Cavalier Blvd	21-2680-4
2024-597-OC	Joe Reynolds	60 Cavalier Blvd	21-2735-4
2024-598-OC	Shelby Rupp-Ward	60 Cavalier Blvd	21-2740-5
2024-599-OC	Refresh Lash Studio	71-75 Cavalier Blvd	24-172-7
2024-600-OC	Royal Prestige	71-75 Cavalier Blvd	24-190-6
2024-601-OC	La Oficina LLC	71-75 Cavalier Blvd	24-195-4
2024-602-OC	Prosegur Security USA	71-75 Cavalier Blvd	24-196-4
2024-603-OC	Great American Cookie	2028-2164 Mall Circle Road	24-150-4
2024-604-OC	Home Depot USA	99 Spiral Blvd	24-475-7
2024-605-OC	Sure Stay Hotel by Best Western	8075 Steilen Drive	24-487-2
2024-606-OC	Krogers	7685 Mall Road	23-1439-4
2024-607-OC	Grammas Pizza	8449-8459 US 42 Hwy	23-1459-6
2024-608-OC	IHOP	6885 Houston Road	23-1664-5
2024-609-OC	Jenn Nastold	8537 US 42 Hwy	23-2165-2
2024-610-OC	La Torta Loca II Inc, DBA Torta Loca	8645 Haines Drive	23-2451-1
2024-611-OC	Home Depot USA	99 Spiral Blvd	24-475-8
2024-612-OC	KFC & Long John Silvers	8055 Holiday Drive	24-488-2
2024-613-OC	Cameron Berens	7210 Turfway Road	23-2209-6
2024-614-OC	Stephanie Berens	7210 Turfway Road	23-2210-6
2024-615-OC	Venus Bertucci	7210 Turfway Road	23-2211-6

Officer Rice requested Case No. 2024-110-OC, Citation # 23-2208-1; Citation # 23-2208-2; Citation # 23-2208-3; and Citation # 23-2208-4 issued to Cory Behm be dismissed. Board Member Howard made a motion to reopen the case. Board Member Sharp followed with a second. **Motion carried by unanimous vote.** Board Member Howard made a motion to dismiss the citations. Chairman Johnson followed with a second. **Motion carried by unanimous vote.**

Officer Macaluso requested Case No. 2022-577-OC, Citation # 22-1547-8; Citation # 22-1547-9; Citation # 22-1547-10; and Citation # 22-1547-11 issued to Bridge Point Propco be dismissed. Board Member Howard made a motion to reopen

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the case. Board Member Sharp followed with a second. **Motion carried by unanimous vote.** Board Member Howard made a motion to dismiss the citations. Chairman Johnson followed with a second. **Motion carried by unanimous vote.**

Officer Macaluso requested Case No. 2024-327-OC, Citation # 21-2653-3 issued to Mike McKeown be dismissed. Board Member Howard made a motion to reopen the case. Board Member Sharp followed with a second. **Motion carried by unanimous vote.** Board Member Howard made a motion to dismiss the citation. Chairman Johnson followed with a second. **Motion carried by unanimous vote.**

Officer Macaluso requested Case No. 2024-133-OC, Citation # 23-2227-1 and Citation # 23-2227-2 issued to Scott Menefee be dismissed. Board Member Howard made a motion to reopen the case. Board Member Sharp followed with a second. **Motion carried by unanimous vote.** Board Member Howard made a motion to dismiss the citations. Chairman Johnson followed with a second. **Motion carried by unanimous vote.**

Officer Macaluso requested Case No. 2024-276-OC, Citation # 24-178-1 issued to Very Unique Wellness be dismissed. Board Member Howard made a motion to reopen the case. Board Member Sharp followed with a second. **Motion carried by unanimous vote.** Board Member Howard made a motion to dismiss the citations. Chairman Johnson followed with a second. **Motion carried by unanimous vote.**

Officer Macaluso requested Case No. 22-516-OC, Citation # 22-1710-1; Citation # 22-1710-2; Citation # 22-1710-3; Citation # 22-1710-4; Citation # 22-1710-5; Citation # 22-1710-6; Citation # 22-1710-7; Citation # 22-1710-8; Citation # 22-1710-9; Citation # 22-1710-10; Citation # 22-1710-11; Citation # 22-1710-12; Citation # 22-1710-13; Citation # 22-1710-14; and Citation # 22-1710-15 issued to Turfway Baceline be dismissed. Board Member Howard made a motion to reopen the case. Board Member Sharp followed with a second. **Motion carried by unanimous vote.** Board Member Howard made a motion to dismiss the citations. Chairman Johnson followed with a second. **Motion carried by unanimous vote.**

FIRE PREVENTION CASES: (1) Paid (0)

Case No.	City of Florence vs.	Citation Location	Citation No.
2024-5-FP	James Vires	7716 Hollywood Drive	RSC-2024-02

CITATIONS ISSUED – NO RESPONSE – FINAL ORDER: (72) Paid (6)

Case No.	City of Florence vs.	Citation Location	Citation No.
2024-304-ZG	Meijer	4990 Houston Road	24-203-2
2024-305-NU	Vereit Mt Florence Ky, LLC	4874 Houston Road	24-501-2
2024-306-ZG	Home Depot USA	99 Spiral Blvd	21-2711-46
2024-307-ZG	Home Depot USA	99 Spiral Blvd	23-1862-11
2024-308-PM/ZG	Advanced Construction Services, LLC	132 Honeysuckle Drive	24-494-8
2024-309-NU	Raymond E. Orfaly Revocable Trust	8228 US 42 Hwy	24-556-1
2024-310-PM	Evermore Estate LLC	8720 Bankers Street	24-569-1
2024-311-ZG	Home Depot USA	99 Spiral Blvd	21-2711-47
2024-312-ZG	Home Depot USA	99 Spiral Blvd	23-1862-12
2024-313-NU	Keller Edwards	6050 Belair Drive	23-2118-6
2024-314-ZG	Brendan M. Bamford	11 Dorcas Avenue	24-448-3
2024-315-ZG	Markkale D. Thompson	16 Ridge View Avenue	24-452-3
2024-316-ZG	Home Depot USA	99 Spiral Blvd	21-2711-48
2024-317-ZG	Home Depot USA	99 Spiral Blvd	23-1862-13
2024-318-SW	Shiv Krupa Turfside LLC	6501 Dixie Hwy	24-634-1
2024-319-ZG	Home Depot USA	99 Spiral Blvd	21-2711-49
2024-320-ZG	Home Depot USA	99 Spiral Blvd	23-1862-14
2024-321-ZG	Velasquez Trinidad Vincente Gunera	204 Center Park Drive	23-2427-2
2024-322-NU/PM	NKH Investment LLC	6809 Burlington Pike	24-104-1

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2024-323-NU	Raymond E. Orfaly Revocable Trust	8228 US 42 Hwy	24-566-2
2024-324-ZG	Home Depot USA	99 Spiral Blvd	21-2711-50
2024-325-NU/PM/ZG	Vincent, Brenda, & Raymond Burns	26 Julia Avenue	22-663-22
2024-326-ZG	Home Depot USA	99 Spiral Blvd	23-1862-15
2024-327-NU/PM	Alejandro & Maria Rosas	315 Center Park Drive	23-1880-1
2024-328-PM	Lori T. Franklin	35 Stonegate Drive	23-2343-2
2024-329-ZG/NU	Robert & Frances Urbina	81 Belmont Court	24-629-1
2024-330-ZG	Home Depot USA	99 Spiral Blvd	21-2711-51
2024-331-ZG	Home Depot USA	99 Spiral Blvd	23-1862-16
2024-332-NU	Keller Edwards	6050 Belair Drive	23-2118-7
2024-333-PM	Christopher R. Miller	308 Roberta Avenue	23-2430-2
2024-334-ZG	Brendan M. Bamford	11 Dorcas Avenue	24-448-4
2024-335-NU	Vereit Mt Florence Ky, LLC	4874 Houston Road	24-501-3
2024-336-ZG	Charles E. & JoAnn McCaughan	7 Beverly Place	23-1425-6
2024-337-ZG	Home Depot USA	99 Spiral Blvd	21-2711-52
2024-338-ZG	Home Depot USA	99 Spiral Blvd	23-1862-17
2024-339-ZG/OL	Sarah R. Hall	73 W. Cobblestone Court	24-397-2
2024-340-ZG	Home Depot USA	99 Spiral Blvd	21-2711-53
2024-341-ZG	Home Depot USA	99 Spiral Blvd	23-1862-18
2024-342-PM	Eighteen Limited	7415 Burlington Pike	23-2438-1
2024-343-ZG	Josh Phillips	24 Morris Street	24-288-3
2024-344-NU	Raymond E. Orfaly Revocable Trust	8228 US 42 Hwy	24-556-3
2024-345-ZG	Home Depot USA	99 Spiral Blvd	21-2711-54
2024-346-ZG	Home Depot USA	99 Spiral Blvd	23-1862-19
2024-347-PM	Helen E. Cheyne	210 Center Park Drive	23-2421-3
2024-348-PM/ZG/NU	Heilian Pong	6420 Dixie Hwy	23-409-1
2024-349-NU	Vereit Mt Florence Ky, LLC	4874 Houston Road	24-501-4
2024-350-NU	Bill & Faye Shehan	29 Shelby Street	24-680-1
2024-351-ZG/PM	James A. Gallenstein Family LTD Liability Co.	7801-7907 Dream Street	24-688-1
2024-352-ZG	Home Depot USA	99 Spiral Blvd	21-2711-55
2024-353-ZG	Home Depot USA	99 Spiral Blvd	23-1862-20
2024-354-NU	Keller Edwards	6050 Belair Drive	23-2118-8
2024-355-PM/NU	Evermore Estate LLC	8720 Bankers Street	23-407-1
2024-356-PM	New Hopeful LLC	112 Tee Street	24-275-1
2024-357-ZG	Brendan M. Bamford	11 Dorcas Avenue	24-448-5
2024-358-ZG	Home Depot USA	99 Spiral Blvd	21-2711-56
2024-359-PM	Pervis Hawkins	8580 Evergreen Drive	23-1161-5
2024-360-ZG/NU	Speedway SuperAmerica LLC	8240 US 42 Hwy	23-131-8
2024-361-NU	Travis Burr III	37 Goodridge Drive	23-1487-30
2024-362-ZG	Home Depot USA	99 Spiral Blvd	23-1862-21
2024-363-ZG	Christopher & April Hurst	10 Valley Drive	23-2198-1
2024-364-PM/ZG	WEC 99J-31 LLC DBA RW Florence	6801 Dixie Hwy	23-516-9
2024-365-ZG	Home Depot USA	99 Spiral Blvd	21-2711-57
2024-366-NU	Oscar L Frye IV	8481 Pheasant Drive	22-2196-8
2024-367-ZG	Home Depot USA	99 Spiral Blvd	23-1862-22
2024-368-PM	Luis A Lopez & Virginia Vizcarra	39 Goodridge Drive	23-2185-1
2024-369-ZG	Home Depot USA	99 Spiral Blvd	21-2711-58
2024-370-ZG	D&Z Custom LLC	7 Wallace Avenue	23-1710-1
2024-371-ZG	Home Depot USA	99 Spiral Blvd	23-1862-23
2024-372-NU	Amy Wazwaz	8015 Burlington Pike	24-730-1

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2024-373-NU/PM/ZG	Vincent, Brenda, & Raymond Burns	26 Julia Avenue	22-663-33
2024-374-NU	Vereit Mt Florence Ky, LLC	4874 Houston Road	24-501-5

Officer Corpus requested Case # 2024-241-ZG, Citation # 24-146-1 and Citation # 24-416-2 issued to Gerald Boyers be dismissed. Board Member Howard made a motion to reopen the case. Board Member Sharp followed with a second. **Motion Carried by unanimous vote.** Board Member Howard made a motion to dismiss the citations. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

CONTINUED CASES (8):

Continued Case # 2023-379-PM/ZG/NU
66 Utz Drive

City of Florence vs. Mark, Patricia, & John Shackleford
Citation # 23-1638 (1-17)

Officer Macaluso presented the case as follows: Property owners were working on the property. Officer Macaluso requested a continuance to the June meeting.

Board Member Howard made a motion to continue the case to the June meeting. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Continued Case # 2024-221-PM/ZG
132 Honeysuckle Drive
Represented by: Alex Edmondson, Attorney

City of Florence vs. Advanced Construction Services, LLC
Citation # 24-494 (1-8)

Officer Macaluso stated the Code Resolution Agreement was received this morning and was reviewed by himself and Community Services Superintendent, Jeremy Kleier, and three minor revisions were made. Code Resolution Agreement is attached as Exhibit 1 of Case # 2024-221-PM/ZG.

Attorney Alex Edmondson and Noelle Saunders appeared on behalf of Advanced Construction Services, LLC.

Attorney Nienaber informed the board that the agreement stated there are currently \$16,500 in outstanding violations for the property located at 132 Honeysuckle Drive and as long as the repairs identified on Exhibit 1 of the Code Resolution Agreement are completed on or before a date to be specified in September, the citations will be dismissed.

A discussion was held regarding the completion date to be listed on the Agreement, and the date of September 30, 2024 was agreed upon by all parties and the date was written into the agreement by Attorney Nienaber.

Attorney Edmondson stated there is one other change that is requested, Exhibit 1, paragraph 5 discusses wheel blocks in the parking lot. Attorney Edmondson stated the parking lot is going to be eliminated until all repairs on the building are completed due to the parking problems it creates. Attorney Edmondson stated the parking lot will be returned once the repairs are completed and tenants are able to move into the building. Attorney Nienaber agreed, and the paragraph was stricken from the agreement.

Attorney Edmondson stated there was a reference to 135 Honeysuckle in the agreement that needs to be removed. Attorney Nienaber agreed, and the reference was stricken from the agreement.

The agreement was signed by all parties.

Board Member Sharp made a motion to accept the Code Resolution Agreement and conditionally dismiss the citations. Board Member Howard followed with a second. **Motion carried by unanimous vote.**

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Continued Case # 2023-330-NU/ZG
54 Miriam Drive

City of Florence vs. Brian Stone
Citation # 23-1541 (1-8)/ 23-1916 (1-5)

Officer Carpenter stated there are two cases on this property. Case No. 23-1916 is in compliance and Officer Carpenter requested the citations be dismissed and the city expense in the amount of \$138.00 be upheld.

Board Member Howard made a motion to dismiss the citations on Case # 23-1916 and uphold the city expense in the amount of \$138.00. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Officer Carpenter presented case # 23-1541 as follows: Officer Carpenter stated the city received a call from Mr. Stone's brother, Chris Hensley, that Mr. Stone was unable to attend due to being in surgery. Officer Carpenter stated a follow-up inspection was completed this morning and the property is not in compliance at this time.

Board Member Howard made a motion to uphold the citations for case # 23-1541. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Continued Case # 2023-356-ZG/PM
4 Edwards Ave.

City of Florence vs. Michael Brokamp
Citation # 23-1319-1

Officer Macaluso stated the property is in compliance and requested the citation be dismissed.

Board Member Howard made a motion to dismiss the citation. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Continued Case # 2024-157-ZG
8527-8529 US 42
Represented by: Todd McMurtry, Attorney

City of Florence vs. Rookwood Place #6
Citation # 23-2434 (1-2)

Officer Corpus presented the case as follows: Case was opened for a minor site plan change for the paint color of the building. Officer Corpus stated there has been a few emails sent back and forth; however, a minor site plan has not been submitted to the Boone County Planning Commission for approval.

Attorney Todd McMurtry and Carlo Wessels appeared on behalf of Rookwood Place # 6, now known as W5 Investments.

Attorney McMurtry stated that he would like to examine Officer Corpus and show him exhibits to establish their current position and lay it out at the beginning so it's clear that the basis of their appeal of the citation was based upon primarily legal issues. Attorney McMurtry provided a copy of all Exhibits to Officer Corpus for his review. Attached are the following Exhibits:

1. Exhibit 1 – Lease Agreement for 8529 US 42
2. Exhibit 2 – Boone County Building Permit
3. Exhibit 3 - Certificate of Occupancy
4. Exhibit 4 – City of Florence Courtesy Notice
5. Exhibit 5 – City of Florence Citation # 23-2434-1
6. Exhibit 6 – Request for Hering letter
7. Exhibit 7 – City of Florence Citation # 23-2434-2
8. Exhibit 8 – Boone County Minor Site Plan Request Form
9. Exhibit 9 - Boone County Zoning Regulation, Article 31, Section 3199 – Design Standards for Business Districts
10. Exhibit 10 – Picture of Dlux Nails & Spa located at 8529 US 42, Florence, Kentucky
11. Exhibit 11 – Open Records Request from W5 Investments
12. Exhibit 12 – Picture of First National Bank located at 8545 US 42, Florence Kentucky

Attorney McMurtry stated the appeal of the citation was on five points. The first point was that W 5 investments was not the proper party and will present testimony from Mr. Wessels on that, and then instead the code enforcement should have cited Deluxe Nails and Spa LLC, which was the tenant at the property and had obligations under the lease to satisfy these other obligations.

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Attorney McMurtry stated that the tenant is fully compliant with Boone County Zoning Regulations and the regulations did not require a subsequent site plan review when repainting an exterior building. Attorney McMurtry concluded that that if Boone County insists on the second site plan review, then W 5 argues that the applicable Boone County Zoning Regulations are void for vagueness.

Attorney McMurtry stated W5 opposed the second offense violation due to the matter being stayed while being appealed and contested.

Attorney McMurtry stated enforcement staff violated Kentucky's constitutional mandate that all laws be applied uniformly due to the neighboring building being treated differently.

Attorney McMurtry requested to ask Officer Corpus questions.

Attorney McMurtry: I understand that you learned about this issue from an anonymous tip. Do you know who the tipster was?

Officer Corpus: Yes.

Attorney McMurtry: Who was it?

Officer Corpus: My Superintendent.

Attorney McMurtry: Okay, so kind of an official tip, not really anonymous. And if you would please look at Exhibit 9 of that binder that I gave you. If you go to the second page. There at paragraph 9 it talks about building color and one of the building colors will be a low, reflective, subtle, natural neutral or earth tones and it includes the color gray. Is that right? See that there on the second line down? So, you would agree that Gray is an acceptable color?

Officer Corpus: That's what it says.

Attorney McMurtry: And then if you go to the next page, which is Exhibit 10. That's a picture of the Deluxe Nail Salon building that Mr. Wessels and his company own. Correct?

Officer Corpus: Yes, that's the building.

Attorney McMurtry: That that's the one where you issued the citation, right?

Officer Corpus: Yes, that's right.

Attorney McMurtry: Would you agree that color satisfies the Gray color mentioned in the regulation?

Officer Corpus: That's not up to my determination on that. It's up to the Boone County Planning Commission. They sent out an inspector to determine those colors. We just enforce.

Attorney McMurtry: Fair enough. Now, if you would turn to Exhibit 4. What is that document?

Officer Corpus: The minor site plan application that is required.

Attorney McMurtry: Yeah, it's a courtesy notice, correct? And then there you have a description that says a minor site plan is required, right?

Officer Corpus: That is correct.

Attorney McMurtry: In there you have a description that says a minor site plan is required, right? Does it mention that paint is something that is required? That painting a building in a color consistent with the regulations requires a minor site plan?

Officer Corpus: Are you asking if it should state that?

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- Attorney McMurtry: Yeah, I'm just wondering. When somebody reads that, how do they know that paint color is involved? When you cite somebody, when you say you need to get a minor site plan because you painted the building, where would they go in the regulations to understand that that was something that they had to do?
- Officer Corpus: Usually, they will call us and we will explain it to them.
- Attorney McMurtry: Did Mr. Wessels call you?
- Officer Corpus: Yes, and we had some phone conversations, and we had some email discussions. And I sent him to the Boone County Planning Commission and gave them the exact numbers and the person to contact to get that information.
- Attorney McMurtry: So, it's fair to say though that that the orders that you get are that paint color requires a minor site plan.
- Officer Corpus: That is correct.
- Attorney McMurtry: And you're enforcing your orders. But as we sit here today, you can't tell me where in the regulations it says that is that. Is that fair?
- Officer Corpus: We look at the Boone County Planning Commission on item number 9 where it says building color and then on item C says application in action. Those are the steps you need to take when you are changing the paint color on a building.
- Attorney McMurtry: I understand what you're saying there. Let's go back to Exhibit 9. You were referencing exhibit 9, right?
- Officer Corpus: I am going based on the Boone County Planning Commission.
- Attorney McMurtry: When you look at Exhibit 9, is what you read the same thing?
- Officer Corpus: Yes, this is in reference to what Boone County goes off of.
- Attorney McMurtry: You would agree with me that Exhibit 9 is the is the regulation that you that you were talking about that Boone County goes off of, right? And you mentioned C about application and action? You see that at the bottom of the second page of Exhibit 9?
- Officer Corpus: Yes.
- Attorney McMurtry: If you look at exhibit C, it says as part of the site plan review process, each applicant shall submit architectural drawings showing building materials, dimensions, and elevations based upon the above design standards. Does that cover paint color?
- Officer Corpus: If you follow what its saying, # 9 is building color and the next step is application and action. Those are the steps need to be taken with the Boone County Planning Commission.
- Attorney McMurtry: And then it says the Boone County Planning Commission Staff shall review and take action on the submitted design drawings, right?
- Officer Corpus: That's right.
- Attorney McMurtry: Let's go to Exhibit 8.
- Officer Corpus: Building materials would be consistent with paint.
- Attorney McMurtry: That's the position you are taking?
- Officer Corpus: It's a material.

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- Attorney McMurtry: And that position is what you're told by your superiors is how to enforce this regulation?
- Officer Corpus: That is correct. And we are also told by Boone County.
- Attorney McMurtry: Let's go to Exhibit 8 when you're ready. Is that the site plan that the regulation suggests somebody needs to fill out?
- Officer Corpus: That is what was provided. Yes.
- Attorney McMurtry: Are you familiar with this document?
- Officer Corpus: This is what we go by. I emailed it to Mr. Wessels.
- Attorney McMurtry: Does it say paint color anywhere on there?
- Officer Corpus: I guess what you're getting at is that you're trying to find information that says paint?
- Attorney McMurtry: Yes, I can't find where the site plan contemplates paint color. You and I can debate, I'm not saying you're wrong, ultimately, at this board.
- Officer Corpus: I'm not here to debate. I am just here to provide that the information that was given to get this corrected was provided by Boone County. My Superintendent is the one that found the property violation. That's why it was enforced. The proper channels was to go to Boone County to get the minor site plan and to have it inspected to make sure the proper paint color suits the inspectors gets, you know, approval.
- Attorney McMurtry: Right, I understand. I'm not taking issue with what you're doing. I'm not challenging you, I'm just trying to understand. And my next question is you told Mr. Wessels that he needed to go through a site plan review, as outlined in Exhibit 8, right?
- Officer Corpus: That's correct.
- Attorney McMurtry: We would agree that nowhere in there does it mention paint as something to be reviewed in the site plan.
- Officer Corpus: If you're reading the same thing, yeah, I'm not seeing it at this point.
- Attorney McMurtry: Fair enough. And again, we're just trying to figure out what's going on? Did Mr. Wessels tell you that the tenant had agreed in the lease to be the party responsible for taking care of the of the building and the paint colors.
- Officer Corpus: I can't remember offhand. If the tenant is responsible that's one thing, but the tenant has to abide by the Boone County Planning Commission rules. He puts up signs and he abides by the rules, which there's no problem there. As far as the minor site plan. As far as the paint color goes, that's all we're asking. I mean, it could get approved. I don't know if it's better, but I've checked with Boone County, and nothing's been submitted. Yeah, that's kind of where we are. What's the issue of getting the minor site plan?
- Attorney McMurtry: What I am trying to convince this board of is that the tenant was responsible for those changes. I know Mr. Wessels is the owner but by the lease the tenant is responsible and he's going to testify that he told you that. And I think I heard your testimony earlier, but I wasn't clear. If you said that, you recall him telling you that the tenant was responsible.
- Officer Corpus: I know on the TADS, which is the temporary advertisement display, because that's what I've written up the tenant for.
- Attorney McMurtry: Well, normally if you know that a tenant has obligations for the paint and the exterior and all that would you cite the tenant?

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Officer Corpus: And who is the property owner?

Attorney McMurtry: Mr. Wessel's company.

Officer Corpus: Then it falls under him, yes.

Attorney McMurtry: That's your position?

Board Member Howard: We always cite the property owner.

Chairman Johnson: We always cite the property owner, and the property owner deals with the tenant.

Officer Corpus: It's up to him if he wants the tenant to pay. It gets cited to the property.

Attorney McMurtry: OK, I'm just trying to understand that, and I didn't mean to interrupt you. You're telling me your policy is cite the owner and let the owner deal with the tenant.

Officer Corpus: Yes

Attorney McMurtry: Let's go to Exhibit 7. That's the second citation that you've issued on this property?

Officer Corpus: Yes

Attorney McMurtry: And you issued that citation to the tenant, right?

Officer Corpus: He is there on the property.

Attorney McMurtry: Who did you think you were serving the second notice on?

Officer Corpus: I can either hand it to him or I can just post it on the property.

Attorney McMurtry: Got it. And that's why I'm asking these questions. I'm getting an education here too. Let's go to Exhibit 12. Do you recognize that property?

Officer Corpus: No, Sir.

Attorney McMurtry: That's right across the street from Mr. Wessel's property. It says First National Bank. Are those colors that say First National Bank in kind of in a bright neon blue?

Officer Corpus: That's not up to me to determine on that sort of like stuff.

Attorney McMurtry: You make decisions like that, though, right? If you see a building and you don't think the color is right, you have the discretion to issue a citation, right?

Superintendent Kleier: Correct, we don't...

Attorney McMurtry: I can only deal with one person at a time. Can you please state your name and title?

Superintendent Kleier: Jeremy Kleier, Community Services Superintendent. We don't approve the colors, they go through the Boone County Planning Commission.

Attorney McMurtry: But in this circumstance, you're citing Mr. Wessels and his property for color, but you didn't cite First National Bank for a color that's clearly out of compliance with the with your zoning regulations.

Superintendent Kleier: I don't know. I don't have any...

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Attorney McMurtry: Do all these all these gentlemen here work for you?

Superintendent Kleier: Correct

Attorney McMurtry: Is it accurate that they have discretion when they're driving down the street? I mean, I saw the 300 or so citations you put out this month that when they see something that they believe is a violation, they can go issue a violation, right?

Superintendent Kleier: Absolutely.

Attorney McMurtry: Can you please show this gentleman Exhibit 12, please?

Attorney McMurtry: You have the discretion to make a decision about that property which is right next door to the Wessels property. Is that property in compliance with the applicable zoning regulations with the neon blue and neon green trim around them?

Superintendent Kleier: I have no idea. I would have to check the permits.

Attorney McMurtry: What if I told you there were no permits for that paint color. Would they be out of compliance?

Superintendent Kleier: Probably.

Attorney McMurtry: And your inspectors, all these gentlemen here who have done a fine job that I've witnessed this morning, they when driving down the street and seeing First National Bank building at the neon blue colors, would have the discretion to pull over and put a citation on the window of the bank, correct?

Superintendent Kleier: They could, but the sign color is different than the building color.

Attorney McMurtry: If you would, sir, please turn back to Exhibit 9. It says building signage there, paragraph 12 building signage shall be incorporated into the architectural design and selection of building materials internally lit box, cabinet sign, board sign, signs and graphics painted directly on the exterior building walls are prohibited and individual channels are acceptable letters. It doesn't mention sign colors here, does it?

Board Member Howard: To put up a sign, don't you have to have a permit from the county too?

Officer Macaluso: There is a difference between...

Superintendent Kleier: Correct.

Board Member Howard: There are two different permits, a permit for the building color and a permit for the signs. What are we trying to get at here?

Mr. Wessels: We are not asking about this sign color.

Board Member Howard: What are we getting at here? Go to the county. Get approved. Which you're probably going to get approved. Why are we spending all this time here?

Attorney McMurtry: Because we disagree with your regulations and how they are enforced.

Board Member Howard: It's not our regulation. Go to the county.

Chairman Johnson: It's the county regulations.

Attorney McMurtry: I can't argue with you talking over me and I don't want to talk over you. I have respect for what you have to say, and I wouldn't talk over you. And I'm asking the gentleman who is responsible to explain why the neighboring properties that has an exterior paint color that clearly does not comply with your zoning regulation.

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- Officer Corpus: I can't talk on a neighboring property. We are talking about your property.
- Attorney McMurtry: Well, part of our defense in the case is that you don't enforce your regulations uniformly. And if we have to appeal that, that's one of the arguments we'll take to the Kentucky appellate courts. And that's why I'm trying to establish a record here that the next-door property is not in compliance, and you haven't cited it, but you cited twice the Wessel's property. I'm ready to move on with my questioning. I think I've established your position on this, and that's all I was really asking for. Those are all the questions I have for Mr. Corpus. Unless there's something further that he or his supervisor would like to present, I'd like to ask some questions from Mr. Wessels.
- Chairman Johnson: Go right ahead.
- Attorney McMurtry: I would like to submit the binder for the record for any appeals that may follow. (See attached Exhibits 1-12)
- Attorney McMurtry: Mr. Wessels, if you would please. Look at Exhibit 1. Tell me what that is.
- Mr. Wessels: This is the lease agreement that my company has with the tenant, Deluxe Nail Salon, that did all the renovations, including the exterior paint.
- Attorney McMurtry: And under that lease you have this, would the tenant be the party that would be required to seek the permit to paint the exterior?
- Mr. Wessels: That's right. The lease obligates the tenant to handle all the renovations, apply for all the permits, comply with whatever laws, rules and regulations are in effect, so that entire responsibility arises on the tenant. I had zero involvement with any of the work that went on in connection with their tenant improvements.
- Attorney McMurtry: Sir if you would please turn to Exhibit 2. Tell the board what Exhibit 2 is.
- Mr. Wessels: Exhibit 2 is the building permit that was issued for all the work that was done. It's my understanding from discussions with the architect, with the contractor, that the city and county were fully aware of the entire scope of work the interior, exterior, everything that was done, including the painting, preparing the facade, putting up the new signs, as well as all the interior work. But this is just a copy of the permit that was issued. I would have provided more with the applications being online and so there's limited information that you can print off, but the main reason for this exhibit is to show you that this tenant did everything that the tenant thought had to be done to do all this work and at no time was there any issue ever raised about needing separate approval for a paint color, which is plainly permitted under the regulation, because it's gray. The tenant, the contractor, the architect, everybody did what they thought they had to do. This didn't come up until three or four months after the building was finished and the tenant had already opened for business. That's when this came up.
- Attorney McMurtry: If you would please turn to Exhibit 3.
- Mr. Wessels: Exhibit 3 is the Certificate of Compliance that was issued by Boone County after all the work was completed and they were authorized to take occupancy open for business. And again, at no time during construction, you had city people, you had county people, everybody observing the work as it was being done. Nobody said a word about this, that it would need a separate approval for the exterior paint color.
- Attorney McMurtry: And if you would, let's turn to Exhibit 4.
- Mr. Wessels: Exhibit 4 for first notice I got. This was sent to me as owner of the property. When I got it, I had no earthly idea what it was. Anybody on the board can read it. It makes no sense whatsoever. It talks about a Minor Site Plan being required for work that involves no exterior utility construction. It goes on and on and on.

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Attorney McMurtry: Does it mention paint?

Mr. Wessels: No, it wasn't until after I called Mr. Corpus and we had e-mail exchanges that I could even figure out that one thing that they were complaining about is that the paint color which clearly complies with the regulation needed some blessing at the county level and that's what this was about, but there was nothing in the notice. Had I not called there's no way you could figure out what was done wrong.

Attorney McMurtry: If you would. Just look quickly at Exhibit 8. You've reviewed this and this is what Mr. Corpus states you have to fill out. Does it discuss paint in there anywhere?

Mr. Wessels: It does not discuss paint. There are no instructions. It doesn't tell the property owner whether you're asking for a major site plan, a minor site plan, it's not clear on what needs to be submitted. The regulation speaks of architectural drawings which have nothing to do with paint color. If you were asking for approval of a paint color, assuming it was even required, presumably you would do that by submitting a swath of the paint that you want to paint the building, so the site plan and the regulation neither one have anything to do with requesting approval for a paint color.

Attorney McMurtry: Thank you. Let's go back to Exhibit 5. Did you receive that uniform citation?

Mr. Wessels: I did. Yeah.

Attorney McMurtry: And that mirrors the language, it's the same as the courtesy notice, right?

Mr. Wessels: But yeah, it's all intelligible as it's written. There's no way you can figure out what they're complaining about.

Attorney McMurtry: Can you turn to Exhibit 6 and tell the board what that is?

Mr. Wessels: This is just my copy of the notice of appeal that I filed appealing the citation to this board.
Attorney McMurtry: And Exhibit 7. Can you tell me what that is?

Mr. Wessels: Exhibit 7 was a second citation which Mr. Corpus issued in March, even though the first citation was under appeal. I have no earthly idea why he would have done that, because the matter was under appeal. There's no reason to issue a second citation when we're disputing the first one.

Attorney McMurtry: Let's go to Exhibit 10. Just tell me if that is an accurate picture of the building that your company owns.

Mr. Wessels: That's a picture of the building. It's the same building he had up on the screen. The color is gray, it clearly meets the requirement for the design requirements in the regulation, and its gray paint, which is what is permitted in terms of the regulation.

Attorney McMurtry: Would you turn to Exhibit 11 and tell the board what that is?

Mr. Wessels: This is an open records request that I made to the city to try to find out if there was a minor site plan submitted for the building next door to me, the one that you all were discussing before.

Attorney McMurtry: That's Exhibit 12, correct?

Mr. Wessels: Exhibit 12, that building was painted a few months after my building. The paint colors are neon blue and neon green, clearly not allowed under the regulation, but yet there was no minor site plan submitted as far as I can tell, based on the city's response to my request. And there was

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never a citation issued either, so I'm apparently not the only citizen in Florence that doesn't understand that this is a requirement under some regulation.

Attorney McMurtry: Mr. Wessels, if you would, please go back to Exhibit 9. Have you thoroughly reviewed the Boone County Zoning Regulations?

Mr. Wessels: Yes, I have.

Attorney McMurtry: How many years have you been practicing law?

Mr. Wessels: 35 years

Attorney McMurtry: And is it fair to say that you've read thousands of pages of laws and regulations in your career? And is it fair to say that you are considered an expert in interpretation of statutes and laws?

Mr. Wessels: I think so.

Attorney McMurtry: And in your opinion does this Boone County Supplemental Performance Standards Section 3199 communicate to you or to an average person that a minor site plan is required to paint an exterior building or paint for building color used in the exterior of the building as outlined in paragraph 9 and section C of this regulation.

Mr. Wessels: It's it does not. There's nothing in this regulation that imposes an obligation on me or anyone else to submit a minor site plan if you're choosing a paint color. One might argue that a minor site plan needs to be submitted if you're doing other things, but even that is not clear the way the regulation is written but there is discussion in paragraph three about building materials, dimensions, elevations and changes like that. That's not what we're talking about here. We're really talking about repainting the exterior of the building. There is nothing in here that expressly requires the submission of anything to Boone County.

Attorney McMurtry: Do you have anything else you would like to share before we conclude?

Mr. Wessels: Well, in section C2 it says for additions or exterior modifications to existing buildings, these design requirements shall be followed. That's exactly what we did. It doesn't say you've got to submit something and ask permission. It just says for additions or exterior modifications to exterior buildings. These design requirements shall be followed. They were followed in this case through building was painted gray that should be the end of it. And I think it's reasonable and unfair that we're being called to the carpet months after the work was finished and the business is open. It's just unreasonable, especially in light of how poorly worded the regulation is and the fact that my tenant is everything legally required of him in terms of permitting, hiring a reputable architect, a reputable contractor doing all the work in accordance with the building code, getting all of his permits, and now having the answer to this board over something that frankly is silly.

Attorney McMurtry: I have nothing further. I thank Mr. Corpus for his testimony and we would ask that this matter be dismissed and any fines be set aside and no cost be charged to W5 Investments, LLC formerly known as Rookwood Place #6. If you have any questions for my client?

Chairman Johnson: Anyone have anything?

Superintendent Kleier: So, all the permits that were obtained for this project, where is it specifically approved for the color change. Can you show that?

Mr. Wessels: Well, if you listen to what we've been saying, it's our position that we don't have to get approval for any coverage change, color change that our whole point.

Attorney McMurtry: Because it's done consistent with the regulations, I don't think the regulation requires the site plan application for the color change that's consistent with the regulations.

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- Mr. Wessels: If the regulation said you have to submit something to Boone County before you can change the paint color on the building, we would not be here. There is no such requirement.
- Attorney McMurtry: And we think the better solution is to dismiss this, ask for a text change in the regulation that makes it more clear so you can enforce this as you wish. Otherwise, you know it's off to the appeals court.
- Officer Corpus: Did you happen to call Boone County Planning Commission and ask if you needed to have the approval?
- Mr. Wessels: I did.
- Officer Corpus: And what did he say to you?
- Mr. Wessels: I spoke to Michael Schwartz, who's the? The bigwig there, the executive director, I think. And he and I had some back and forth about this regulation and. Quite frankly, finally, he gave up and said, well, maybe you're right, but we think it's implied in the regulation that you have to have permission.
- Attorney McMurtry: That's unconstitutional.
- Mr. Wessels: And for average citizens who have to read this stuff and comply with it. It just it should be plainly worded. I mean, I'm an attorney practicing law for 35 plus years, and you can't understand it.
- Attorney Nienaber: Why don't I suggest something? Mike Schwartz is the Zoning Administrator. The question is do you need to apply for and receive a permit to change the exterior color of a building. Why do we not ask for a zoning administrators' opinion under KRS 100.261 and 273? I believe. And if he agrees with you, this is all gone and they need to do a text amendment, perhaps. We could get a ZAO within a couple weeks.
- Mr. Wessels: I'm just not sure what that accomplishes, Tom. I told you, to get this resolved, I'm willing to fill out if I knew Boone County wasn't going to pull a fast one and say because this is what's in my in my citation, it says I have to return the property to its former color or get this minor site plan approved. I'm willing to fill out the minor site plan for the tenant if I knew it was going to be accepted and signed off on and not rejected. I'm willing to do that. I'm willing to pay the \$50 fine, but I'm not willing to pay \$500.00 to have someone in Boone County tell me it's gray, it's okay.
- Attorney McMurtry: Yeah, I mean you can ask for ZAO and then if it says it's required, we'd like to have it on the record that you're denying this this appeal. And so that we have a clear pathway to appeal the decision. But I really think the easiest thing to do is just to clean up the wreck so it's clear on paint color.
- Board Member Sharp: Why are we here instead of them at Boone County talking to Planning and Zoning?
- Attorney Nienaber: We are here enforcing a Boone County Planning Commission Regulation. We cannot change their regulations. We do not have the authority to do that. So, we are going upon what they say so.
- Mr. Wessels: But what if the Zoning Administrator's opinion is the opposite of our position. I don't know what that accomplishes.
- Attorney Nienaber: I will let you word the draft the request for the ZAO to put in your specific concerns about the regulation so that if you are right Mr. Schwartz has no alternative but to say it's not required. I think the ZAO is the perfect resolution.

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Mr. Wessels: What do we do in the meantime?

Attorney Nienaber: We would just wait. The case would be continued and there would be no new citations issued. I would like you to draft the ZAO request and then I'll look at it and I'm sure we're not going to have a bit of a problem. You can put all of your arguments. I would love to see what Mike says.

Board Member Howard: Just as a ball of reference, we've had this other issue multiple times up here. The shops up here on 42 where the Mai Thai is place and over on Mall Rd. They submitted the application, it was approved, it was done. I'm just giving you insight. Every other time this has come up, the individual has submitted the application to Boone County, it gets approved, it goes away. It's done. Just a point of reference.

Attorney Nienaber: What the applicants, Mr. McMurtry and Mr. Wessels, want is a definitive answer on if it's required. And I have no problem with that whatsoever. And no more citations until this one is resolved.

Mr. Wessels requested a short continuance on their hearing to speak privately with his council.

Mr. Wessels and Attorney McMurtry reentered chambers. Mr. Wessels stated they are agreeable to obtaining the Zoning Administrator's Opinion; however, if the opinion is adverse to their stance, the case will be right back here in a couple of months in the same position. Attorney Nienaber stated if that happens, an agreement can be reached.

Board Member Howard made a motion to continue the case to the July meeting. Board Member Sharp followed with a Second. **Motion carried by unanimous vote.**

Continued Case # 2024-196-OC
7210 Turfway Road
Represented by

City of Florence vs. David Jones
Citation # 23-2366 (1-2)

Officer Rice stated the occupational license is in compliance and requested the citations be dismissed.

Board Member Sharp made a motion to dismiss the citations. Board Member Howard followed with a second. **Motion carried by unanimous vote.**

Continued Case # 2023-517-OL/ZG
7349 Burlington Pike
Represented by: Nicholas Payne

City of Florence vs. Nicholas Payne
Citation # 23-1572 (1-2)

Officer Macaluso presented the case as follows: No one appeared on behalf of Nicholas Payne and the property is not in compliance.

Board Member Howard made a motion to uphold the citations. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

Continued Case # 2023-340-NU/PM/ZG
331 Center Park Drive
Represented by: Donna Linville

City of Florence vs. Donna & Wanda Linville
Citation # 23-1402-1

Officer Carpenter stated the property is in compliance and requested the citation be dismissed.

Donna Linville appeared before the board.

Board Member Howard made a motion to dismiss the citation. Board Member Sharp followed with a second. **Motion carried by unanimous vote.**

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ATTORNEY'S REPORT:

Attorney Nienaber advised no new developments on any litigation to report.

ADJOURNMENT:

Chairman Johnson reminded the Board the next meeting will be held on June 5, 2024.

There being no further business to come before the Board, Chairman Johnson called for a motion to adjourn. Board Member Howard so moved, with a second from Board Member Sharp. **Motion passed with unanimous approval of the Board**, the time being 11:50 a.m.

ATTEST:

/s/ Melissa Kramer
Melissa Kramer, Secretary

APPROVED:

/s/ Jim Johnson
Jim Johnson, Chairman



CODE VIOLATION RESOLUTION AGREEMENT

This Code Violation Resolution Agreement ("Agreement") is entered into and effective the 1 day of April, 2024 ("Effective Date"), by and between ADVANCE CONSTRUCTION SERVICES, LLC, a Kentucky Limited Liability Company, by and through Tom Torline, its authorized Member, whose address is c/o 7660 Industrial Road, Florence, KY 41042 ("Property Owner") and the CITY OF FLORENCE, KENTUCKY CODE ENFORCEMENT BOARD, by and through Jeremy Kleier, c/o 8100 Ewing Blvd. Florence, KY 41042 ("Code Board").

WITNESSETH:

WHEREAS, Property Owner is the fee title holder to two ("2") parcels of real estate generally located at 132 Honeysuckle Drive, Florence, KY 41042 ("132") and ~~135~~ Honeysuckle Drive, Florence, KY 41042 ("~~135~~"). (132 and ~~135~~ are sometimes herein collectively referred to as the "Property"), and

WHEREAS, the Code Board has issued various citations against 132 for various building and property code regulations which are currently outstanding ("Citations"), and

WHEREAS, Property Owner has requested the Code Board to forego enforcement of the Citations against 132 in order for Property Owner to return 132 into complete Code compliance, and

WHEREAS, Property Owner and Code Board have reached a mutually agreeable resolution to remedy all outstanding violations and corresponding Citations to ensure that 132 and ~~135~~ are brought up to and remain in complete compliance with all Code standards during the term of this Agreement and thereafter.


NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and undertakings hereinafter specified, the parties agree as follows:

1. The parties hereto acknowledge that as of April 3, 2024, there are several Code Violations against 132 which are currently outstanding ("Code Violations") and for which Citations have been issued. The Code Violations and corresponding Citations are incorporated herein by reference and summarized in Exhibit "1". By the execution of this Agreement, Property Owner hereby agrees to correct all outstanding Code Violations identified in Exhibit "1" and to bring 132 into complete compliance with all building and property codes and standards no later than September 30, 2024 ("Remediation Period"). Property Owner agrees that it shall also keep ~~135~~ in complete compliance with all Code Board standards and specifications during the Remediation Period. Property Owner shall maintain 132 free from any new or additional Code Violations not specifically identified in Exhibit "1" during the Remediation Period.

2. During the Remediation Period, Code Board agrees that no further citations or notices of violations will be issued against 132 for any current and outstanding violation in existence as of the Effective Date of this Agreement and as identified on Exhibit "1". Code Board further agrees that during the Remediation Period, no action will be taken against Property Owner regarding the enforcement of any Code Violation identified on Exhibit "1" and/or collection of the \$16,500.00 assessment identified in paragraph 3. ~~Property Owner shall keep 135 in compliance with the Code Board standards and specifications after the Effective Date.~~ In the event any new and/or future Code Violations (i.e., any not listed in Exhibit "1") should occur after the Effective Date with respect to 132 ~~or 135~~, Code Board may in its discretion issue new citations.
3. In consideration of the foregoing, Code Board shall conditionally forgive the outstanding fines, penalties, and assessments issued against 132 and in existence as of April 3, 2024, as set forth in Exhibit "1". In the event Property Owner should comply with all of the terms and conditions of this Agreement, the conditionally forgiven penalties, fines, and assessments shall be permanently forgiven at such time 132 is brought into full compliance with all building and property code standards and regulations. The parties acknowledge that the outstanding fines, penalties, and assessments for those outstanding Code Violations as of April 3, 2024, is Sixteen Thousand Five Hundred Dollars (\$16,500.00). The parties hereto acknowledge that time is of the essence with respect to Property Owner's obligation to bring 132 into compliance with all Code Board standards and specifications on or before September 30, 2024. -No extensions or amendments shall be granted by Code Board.
4. In the event Property Owner should violate any term, condition, or covenant of this Agreement, such breach shall constitute a material default. In such event, Code Board may begin enforcement proceedings against Property Owner, as permitted under Kentucky law. In addition, the conditionally forgiven fines, penalties, and assessments, identified in paragraph 3 herein shall immediately become due and owing by Property Owner to Code Board.
5. This Agreement and all of its terms and conditions shall be binding upon the parties, their respective successors and assigns.


IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement effective as of May 1, 2024.

CITY OF FLORENCE, KENTUCKY
CODE ENFORCEMENT BOARD

BY: 
JEREMY KLEIER, Superintendent
PUBLIC SERVICES DEPARTMENT

ADVANCE CONSTRUCTION SERVICES, LLC

BY: 
TIM TORLINE, AUTHORIZED MEMBER
Noel Saunders as agent


Attorn Alton Edwards

LEASE

THIS LEASE ("Lease") is made and entered into as of March 28th, 2023 by the Landlord and Tenant. W5 Investments, LLC, a Kentucky limited liability company, the notice address of which is P.O. Box 176801, Ft. Mitchell, Kentucky 41017 ("Landlord"), subject to the terms, covenants, and conditions hereinafter set forth, does hereby lease to Dlux Nails & Spa, LLC, a Kentucky limited liability company, the notice address of which is 8529 U.S. Highway 42, Florence, Kentucky 41042 ("Tenant"), Suite No. 101 containing 1,900 rentable square feet of space, more or less, and as generally depicted on Exhibit A attached hereto and incorporated herein by reference ("Premises") located on the first floor of the commercial retail building located at 8529 U.S. Highway 42, Florence, Kentucky 41042 ("Building"), and together with the right to use in common with other tenants in the Building the exterior parking areas, driveways, sidewalks, and interior hallways, corridors, elevators, staircases, and lobbies, and all other areas designated by Landlord for the use in common by all tenants of the Building. The Building, together with the land on which the Building is situated, being hereinafter referred to collectively as the "Property".

1. TERM:

The initial term of this Lease will be for ten (10) years ("Term"), which Term shall commence on the earlier of (i) ninety (90) days following the date of execution of this Lease, or (ii) the date on which Tenant opens for business ("Commencement Date") and shall expire ten (10) years later, unless earlier terminated as provided for in this Lease. Landlord and Tenant shall execute an addendum to this Lease confirming the Commencement Date and expiration date of this Lease.

Provided Tenant is not then in default under the terms of this Lease, Tenant shall have the option to renew this Lease for one (1) additional term of five (5) years ("Renewal Term"). Tenant shall exercise said renewal option by giving Landlord written notice of such exercise not less than one hundred eighty (180) days prior to the end of the current Term. If Tenant shall fail to give such notice by such date, the renewal option shall automatically terminate and become null and void.

2. RENT:

A. Base Rent: Beginning on the Commencement Date of this Lease, Tenant agrees to pay Landlord as base rent the amounts set forth below during the period indicated ("Base Rent"):

<u>Lease Year</u>	<u>Per Square Foot</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$23.50	\$44,650.00	\$3,720.83*
2	\$23.97	\$45,543.00	\$3,795.25
3	\$24.44	\$46,436.00	\$3,869.66
4	\$24.93	\$47,367.00	\$3,947.25
5	\$25.43	\$48,317.00	\$4,026.41
6	\$25.94	\$49,286.00	\$4,107.16
7	\$26.46	\$50,274.00	\$4,189.50
8	\$26.99	\$51,281.00	\$4,273.41
9	\$27.53	\$52,307.00	\$4,358.91
10	\$28.08	\$53,352.00	\$4,446.00

*Base Rent (but not Additional Rent) for the first two (2) months of the first year of the Lease shall be abated in full.

During the Renewal Term, all the terms and conditions of this Lease shall apply, except that the Base Rent shall be increased by two percent (2%) above the Base Rent payable in the immediately preceding lease year, and shall be further increased by two percent (2%) in each successive lease year of the Renewal Term.

Base Rent shall be paid in immediately available and good funds payable in advance on the first day of each and every calendar month during the Term. All monthly installments of Base Rent shall be paid on or before the due date without any prior deduction or offset. Any monthly installment of Base Rent received more than ten (10) days after its due date shall bear interest at the rate of ten percent (10%) per annum until paid, and in addition to any other remedy available to Landlord, Tenant shall also pay to Landlord an administrative late fee of \$250.00.

B. Additional Rent:

This is a "net lease" for Landlord. In addition to the Base Rent, Tenant agrees to pay, as additional rent, its pro-rata share of all Operating Expenses of the Property. Operating Expenses for calendar year 2023 are estimated to be \$11.04 per square foot. "Operating Expenses" means all costs and expenses incurred by or on behalf of Landlord in operating, managing, insuring, securing, repairing and maintaining the Building and Property, including, but not limited to, all costs and expenses of (a) operating, maintaining, repairing, replacing, lighting, cleaning, painting, striping, policing of, and securing the common areas of the Building and Property, (b) security alarm and life safety systems; (c) insurance premiums, including general liability insurance for personal injury, death and property damage, extended coverage insurance against fire, all-risk coverage including earthquake and flood, theft or other casualties, workers' compensation insurance or similar insurance covering personnel, fidelity bonds for personnel, insurance against liability for assault and battery, and insurance against liability for defamation and claims of false arrest occurring on and about the Building and Property, and plate glass insurance for glass exclusively serving the common areas; (d) cost of cleaning all exterior windows, surfaces and materials in the common areas; (e) maintenance of sprinkler systems serving the Building; (f) removal of water, snow, ice, trash and debris; (g) costs of all governmental licenses and permit fees that may result from any environmental or other laws, rules, regulations, guidelines and orders; (h) installation and repair of signs in the common areas; (i) fire protection; (j) maintenance, repair and replacement of utility systems serving the Building and Property, including without limitation, water, sanitary sewer and storm sewer and storm water lines and other utility lines, pipes and conduits, and costs and expenses of operating sewage treatment facilities; (k) costs and expenses of inspecting, and depreciation of, machinery and equipment used in the operation and maintenance of the Building and Property and personal property taxes and other charges thereon (including, but not limited to, leasing, financing or rental costs) incurred in connection with such equipment; (l) costs and expenses of repair or replacement of awnings, paving, curbs, walkways, landscaping, drainage, pipes, ducts, conduits and similar items, and plate glass, lighting facilities and the roof of the Building; (m) costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, and grass mowing and general lawn care; (n) utility costs of providing energy to light, heat, ventilate and air condition the Building and Property; (o) roads and storm drainage facilities until dedicated for public purposes; (p) ad valorem real estate taxes and assessments assessed or levied against the Building and the Property, (q) the costs of all capital improvements to the Building and Property, provided that such costs are billed to Tenant on an amortized basis over the useful life of such improvements; and (r) except as provided in Section 4

with respect to the HVAC system, repairing, maintaining, and replacing all plumbing, electrical, mechanical, and HVAC systems serving the Building.

Tenant's "pro-rata share" of Operating Expenses shall be determined by multiplying the total Operating Expenses by a fraction, the numerator of which shall be the total square feet of space in the Premises, and the denominator of which shall be the total square feet of space in the Building.

Prior to the commencement of the Term of this Lease and within ninety (90) days after the end of each calendar year during the Term, Landlord shall notify Tenant of the amount of Operating Expenses that Landlord estimates it will incur during the forthcoming calendar year or portion thereof. Tenant shall pay as additional rent on the first day of each month an amount equal to one-twelfth (1/12) of the Landlord's estimate of Operating Expenses. If Landlord determines its estimate may be erroneous, Landlord may adjust its estimate of Operating Expenses as of the first day of a given calendar month and the amount of the payment required of Tenant of its pro rata share of estimated Operating Expenses shall be adjusted accordingly, provided that Landlord shall give Tenant fifteen (15) days' notice prior to such adjustment.

Within ninety (90) days after the end of each calendar year during the Term, and within ninety (90) days after the end of the Term, Landlord shall notify Tenant of the actual amount of Operating Expenses incurred by Landlord during such calendar year, or with respect to the last year of the Term of this Lease, during the Term of the Lease occurring during such calendar year. Tenant shall pay to Landlord within thirty (30) days after such notice the amount by which its payment of its pro-rata share of estimated Operating Expenses during such calendar year or portion thereof was less than the Operating Expenses actually incurred by Landlord during such calendar year or portion thereof. In the event Tenant's payments of its pro-rata share of Operating Expenses during such calendar year or portion thereof exceed the Operating Expenses actually incurred by Landlord, such excess amount shall be credited against the payment of Tenant's pro-rata share of estimated Operating Expenses as such payments become due or if this Lease is terminated, shall be paid to Tenant within ten (10) days of determination and notice to Tenant. Tenant's obligation to pay its pro-rata share of Operating Expenses shall survive the expiration or termination of this Lease.

If Tenant shall default in performing any of its obligations hereunder and Tenant fails to cure such default as may be provided in paragraph 14 below, Landlord, at its option, may cure such default and all costs and expenses of Landlord in curing such default or in resisting any third-party claim (including, without limitation, reasonable attorneys' fees) shall constitute additional rent hereunder and shall be due and payable by Tenant within ten (10) days after written demand therefor is made by Landlord.

If the present method of real estate taxation or assessment should be changed so that there would be substituted for the whole or any part of the real estate taxes or assessments now or hereafter imposed on the Property or any part thereof, a capital tax or other tax imposed on the rent received by Landlord from Tenant, such other tax, to the extent that it is so substituted, shall be included in determining Landlord's real estate tax bill for the relevant years, and Tenant shall pay its pro-rata share.

Landlord further reserves the right to modify, change, alter, and make all other improvements to the common areas located on the Property, and no such actions taken by Landlord shall be deemed a Landlord's default hereunder, or otherwise entitle Tenant to off-set or abate any of the rent due under this Lease.

3. USE AND CARE:

A. Tenant, at its expense, shall comply with all laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Premises, and the rules and regulations of the National Board of Fire Underwriters (or other body exercising similar functions) relating to Tenant's use and occupancy of the Premises. Tenant shall not use or permit the use of the Premises for any illegal purposes.

B. Tenant agrees that the Premises shall be used only for purposes of a retail nail salon operating under the trade name "Dlux Nails & Spa", and shall be so used and occupied in a careful, safe and proper manner, that no nuisance nor any trade or occupation which is known in insurance as extra or especially hazardous shall be permitted therein, and that no waste shall be committed or permitted upon the Premises. Any change in use of the Premises shall require Landlord's prior written approval, which shall not be unreasonably withheld.

C. Tenant shall keep the Premises in a clean, neat, sanitary, and healthy condition.

D. Tenant shall comply with and shall not violate any terms, conditions, or covenants set forth in that certain Declaration of Covenants and Restrictions filed by Gunpowder Properties, LLC, on the larger shopping center of which the Property is a part.

E. Tenant hereby covenants and agrees to continuously operate and open the Premises for business with the general public on a daily basis (but excluding Saturdays, Sundays, legal holidays, and vacation periods not exceeding two (2) weeks in any calendar year).

4. REPAIRS AND MAINTENANCE:

Tenant, at its sole cost and expense, shall make all necessary repairs and perform all necessary maintenance to the interior of the Premises, including without limitation, performing the following: (a) trash, debris, and waste removal from the interior of the Premises, (b) repair and maintenance of doors, windows and window treatments, plate glass, walls, ceilings, floors and floor coverings, lighting, signs, appliances, furniture, equipment, machinery, trade fixtures, and maintenance and repair of any other portion of the Premises necessitated by the intentional or negligent acts of the Tenant or its employees, agents, patients or other invitees. In addition, Tenant, at its sole cost and expense, shall perform all maintenance and repairs to the plumbing, electrical, mechanical, and heating, ventilating and air conditioning systems exclusively serving the Premises. Landlord's reasonable determination that repairs or maintenance are necessary shall be binding on Tenant. Tenant shall obtain, and keep in force during the entire Term of this Lease, an HVAC preventative maintenance contract with a contractor to be approved by Landlord, which contract shall provide lubrication, filter, and belt changes for a minimum of every six (6) months. Tenant shall provide Landlord with a copy of all service and repairs reports provided by such contractor. If Tenant fails to maintain such contract, Landlord may obtain the contract and all costs and expenses thereof shall become additional rent payable by Tenant to Landlord pursuant to this Lease.

Notwithstanding the foregoing, and subject to Tenant's compliance with the requirement to keep a preventative maintenance contract in place, Landlord shall be responsible for any major or capital repairs to, or replacement of, the HVAC system. After the HVAC system has been replaced, responsibility for maintenance and repairs to the HVAC system shall shift to Tenant as provided in the preceding paragraph.

5. REMODELING AND LIENS:

A. Tenant shall make no material alterations in or additions or improvements to the Premises without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld, and all alterations, additions and improvements constituting leasehold fixtures made by Tenant shall become the absolute property of Landlord on the termination of this Lease or the vacating of the Premises by Tenant unless Landlord elects to require Tenant to remove the same.

B. Any liens or claims thereof filed against the Property or Tenant's interest therein in connection with alterations, renovations, additions or improvement by Tenant or any other liens or claims thereof filed against the Property by, through or under the Tenant shall be removed or bonded off by Tenant, at its expense, within 30 days of filing.

6. UTILITIES: Tenant shall pay 100% of all utility costs for utilities supplied and separately metered to the Premises, including but not limited to gas, electric, water, telephone, internet service, and cable. Tenant shall have all utility billing accounts for separately metered utilities placed in the name of Tenant, and shall pay the same directly to the utility service providers. Utilities supplied to the Premises under a common utility meter with other tenants in the Building, such as water and sewer, will be billed to Tenant as an Operating Expense pursuant to this Lease. Landlord shall not be liable for any damages Tenant may suffer because of any unavailability of or interruption or other deficiency in such utility services, unless such unavailability or interruption results from Landlord's gross negligence or willful misconduct. Neither shall any interruption be deemed an eviction of Tenant, nor entitle the Tenant to withhold or offset any payments of Base Rent or additional rent hereunder.

7. INSPECTION: Upon twenty-four (24) hours prior notice, Tenant shall permit persons authorized by Landlord to enter the Premises and inspect the Premises at any reasonable time for any proper purpose, including, without limitation, review of compliance with Tenant's obligations hereunder. Landlord shall have no duty so to inspect. No prior notice to Tenant shall be required in the event of an emergency.

8. INDEMNITY AND INSURANCE:

A. Tenant agrees to protect, indemnify and hold Landlord harmless from and against any and all occurrences, claims, demands, lawsuits, causes of action, damages, costs, expenses, fines, penalties or judgments (including reasonable attorneys' fees) which may arise from, or be related directly or indirectly to, the Tenant's use and occupancy of the Premises pursuant to this Lease, or arising from the Tenant's breach of or default under this Lease, or arising from any act or omission of Tenant. Tenant's indemnification of Landlord is one of first defense and payment, not of reimbursement or surety. Tenant's indemnification of Landlord includes any expenses and reasonable attorneys' fees which Landlord may incur in defending any such claims. Tenant's indemnification of Landlord shall in no way be limited by or to Tenant's insurance coverage. Tenant's indemnification of Landlord shall survive expiration or earlier termination of this Lease.

B. At all times during the Term, Tenant shall, at its sole cost and expense, and subject to the terms of this Lease, carry and maintain commercial general liability insurance, including contractual liability, personal and bodily injury, and property damage insurance with a combined single limit of not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Landlord, and if so requested by

Landlord the Landlord's mortgagee, shall be named as an additional insured and/or loss payee under Tenant's insurance policy. Tenant's insurance policy may not be changed, modified, or terminated without providing Landlord at least thirty (30) days prior written notice. Upon the execution of this Lease, and upon three (3) days prior written request from Landlord at any time thereafter, Tenant shall provide Landlord with a certificate of insurance evidencing such coverage.

Tenant shall obtain and maintain, at its sole cost and expense, a policy of all risk contents insurance covering its personal property stored at the Premises and any alterations or improvements therein made by Tenant.

Tenant hereby waives any claim it may have against Landlord for damage to property to the extent the same is insured or required to be insured by Tenant by the terms of this Lease.

9. PERSONAL PROPERTY: LOSS OF BUSINESS:

All personal property of every kind and description that may at any time be in, at or on the Premises shall be kept in, at or on the Premises at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for, without limitation, any damage to said personal property or any loss suffered by the business or occupation of Tenant however arising, whether from the theft, vandalism, bursting, overflowing or leaking of water, sewer or steam pipes, from the heating, air conditioning or plumbing fixtures, from electric wires, from gas or odors, or whether caused by another person in the Property or caused in any other manner whatsoever except such as may result from and be caused by the deliberate misconduct or gross negligence of the Landlord.

10. DAMAGE BY FIRE OR OTHER CASUALTY:

A. In the event all or a material portion of the Premises is damaged to such an extent by fire or other casualty or Act of God, such that the Premises is no longer tenantable in the Landlord's good faith determination, then Landlord may terminate this Lease without further liability to the Tenant by giving written notice of termination to Tenant within thirty (30) days following the casualty. All proceeds of any casualty insurance policies shall become the sole and exclusive property of the Landlord, and the Tenant shall not share in any insurance proceeds, Tenant hereby releasing and waiving any and all claims or rights thereto.

B. If the Landlord elects not to terminate this Lease as provided in Section 10.A above, then this Lease shall continue in full force and effect, and Landlord shall diligently proceed to rebuild and restore the Premises, but only to the extent of insurance proceeds actually received by Landlord. Rent shall fully abate for any periods of time that Tenant is not able to occupy the Premises and operate its business.

11. EMINENT DOMAIN:

A. If the Premises or any part thereof are condemned or appropriated by a public authority during the term of this Lease in a manner so as to affect materially and adversely the use thereof by Tenant, this Lease shall terminate and such rent as shall be due from Tenant to Landlord to the date of the taking of possession of the Premises by the condemning or appropriating authority, if Tenant wholly vacates the Premises at that time, or up to such date thereafter that Tenant wholly vacates and ceases to use the Premises, shall be paid by Tenant to Landlord at the rate herein provided.

B. If the Premises or any part thereof are condemned or appropriated by a public authority during the term of this Lease in a manner which does not materially and adversely affect the use thereof by Tenant, Landlord, to the extent condemnation award proceeds are available therefor, shall repair and reconstruct the Premises to as nearly as practical the same condition as existed immediately prior to such taking of possession.

C. Rent shall be abated during and after, as the case may be, the period in which the Premises are being repaired or reconstructed to the extent, if any, that Landlord is compensated therefor by the condemning authority and Tenant's pro rata share of expenses shall also be adjusted to reflect the reduction in Tenant's square footage. Rent shall also be reduced in proportion to any reduction in the useable square feet of space of the Premises as a result of any such condemnation. Landlord shall be entitled to receive and retain as its sole property all proceeds of any condemnation award for, or relating to, the Premises (including the leasehold created hereby), but to the extent permitted by law, Tenant may make a separate claim against the condemning authority for the value of its trade fixtures and any costs of relocation.

12. ABANDONMENT:

Should Tenant abandon or vacate the Premises, Landlord may enter the same, using such force as may be necessary, and change the locks on the doors, all without liability to Tenant. Thereafter, Landlord may use the Premises for any desired purpose, with or without terminating this Lease in accordance with the provisions of this Lease concerning default. The Premises shall be deemed abandoned or vacated in the event a material portion of the Tenant's personal property has been removed from the Premises and the Premises has not been open for business during normal business hours in any thirty (30) day period.

13. ABANDONED PROPERTY:

Should Tenant leave any property in the Premises after the expiration or termination of this Lease for whatever cause, or after the abandonment of the Premises by Tenant, then at Landlord's option, (i) such property shall become the sole property of Landlord without any liability on the part of Landlord to account for the proceeds from the disposition or sale, if any, of the property, or (ii) Landlord may remove and destroy or discard such property and Tenant shall reimburse Landlord for all expenses incurred in doing so. Landlord may deduct from and offset against the Tenant's security deposit any costs or expenses incurred by Landlord under this Section 13.

14. DEFAULT:

A. Each of the following shall constitute an event of default under this Lease: (i) any failure of Tenant to pay any Base Rent, additional rent, or other charges due hereunder, within five (5) days after its due date, or (ii) Tenant fails to perform any other obligation under this Lease within ten (10) days after written notice of default from Landlord, or (iii) Tenant shall become a debtor in any bankruptcy or insolvency proceeding, whether voluntarily or involuntarily, or Tenant shall make an assignment for the benefit of its creditors, or Tenant shall admit its inability to pay its debts as they become due in the ordinary course of business, or (iv) Tenant abandons, leaves vacant, or deserts the Premises.

Upon the occurrence of any event of default, Landlord, in addition to any other rights or remedies it may have under this Lease, at law or in equity, may without any notice or demand:

(i) Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord and Landlord may, without prejudice to any other remedy which it may have for damages, enter upon, expel or remove Tenant and any other person occupying the Premises, and take possession of the Premises for the account of Landlord.

(ii) Enter upon, expel or remove Tenant and any other person occupying the Premises, and take possession of the Premises for the account of Tenant, in which case Landlord shall have the right to relet the Premises, and Tenant shall continue to be liable for damages and for payment of any deficiencies in rent payable subsequent to such default and any other charges hereunder. In addition, such entry shall not be construed as an election to terminate this Lease unless Landlord so states in writing, and shall not release, absolve or discharge Tenant from any obligations or liabilities under this Lease for the remainder of the Term.

Upon exercise of Landlord's rights hereunder, Landlord may, without notice, re-enter the Premises either by force or otherwise, and dispossess, by summary proceedings or otherwise, Tenant and the legal representatives of Tenant or other occupants of the Premises and remove their effects and hold the Premises, and Tenant hereby waives the service of notice of intention to re-enter, any statutory notice (3-day notice or otherwise), or notice to institute legal proceedings. In the event of re-entry by Landlord, Landlord may remove all persons and property from the Premises and such property may be disposed or sold by Landlord, or removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without notice or resort to legal process and without being deemed guilty of trespass or conversion, or becoming liable for any loss or damage which may be occasioned thereby.

Should Landlord elect to re-enter, it may from time to time without terminating this Lease make such alterations and repairs as Landlord in its reasonable discretion deems necessary in order to relet the Premises, and Landlord may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable and good faith discretion may deem advisable. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention has been given to Tenant. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and reasonable attorneys fees and the costs of any alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent for credit to Tenant as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; if such rentals and other sums shall be more, Tenant hereby waives its right to, and shall receive no credit for, the excess. Notwithstanding any reletting by Landlord without termination of this Lease, Landlord may at any time elect to terminate this Lease for Tenant's previous breach.

B. To the maximum extent permitted by law, Tenant covenants and agrees to pay and discharge all reasonable costs and expenses that shall be incurred by Landlord, including reasonable attorney's fees, in enforcing the covenants and agreements of this Lease.

15. CUMULATIVE REMEDIES:

The remedies to which Landlord may resort under this Lease are cumulative and are not intended to be exclusive of, and Landlord shall be entitled to exercise, any other remedy to which Landlord may be entitled by law or in equity. The failure of Landlord to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right. Acceptance by Landlord of rent or other payment or acceptance of performance required herein with knowledge of a breach by Tenant of any provision hereof shall not constitute a waiver of such breach; neither shall any acceptance of rent or other payment in a lesser amount than herein provided operate or be construed in any other manner other than as a payment on account of the earliest rent or other charge then unpaid by Tenant, and such acceptance shall not be construed as an accord and satisfaction.

16. SUBLEASE OR ASSIGNMENT:

Tenant shall not sublet the Premises or any portion thereof or assign this Lease without first obtaining the Landlord's prior written consent. In the event that Landlord does grant its consent to any subletting or assignment, such subletting or assignment by Tenant shall not release Tenant from its obligations and liabilities under this Lease unless otherwise agreed to in writing by Landlord, and Tenant shall remain primarily liable for the payment of all sums of money due under this Lease and for the performance of all other obligations of the Tenant under this Lease notwithstanding such subletting or assignment. Landlord may assign its interest in this Lease at any time and to any third party without the prior consent or approval of the Tenant. After an assignment of Landlord's interest in this Lease, Tenant agrees to look solely to Landlord's assignee for any and all damages, claims, demands, and causes of action accruing or occurring after the effective date of Landlord's assignment.

17. SURRENDER:

Tenant agrees to surrender to Landlord the Premises upon the expiration or termination of this Lease in as good condition and repair as the same shall be at the commencement of the Term provided for herein, ordinary wear and tear excepted. No tenancy of any duration, other than a tenancy at will, shall be created by Tenant's holding over beyond the end of the Term. If Tenant shall hold over beyond the Term of this Lease, such holdover tenancy shall be subject to all terms and provisions of this Lease, except that Base Rent shall increase by 150%. Any holding over beyond the expiration of the Term of this Lease shall be deemed a month-to-month tenancy, terminable by either Landlord or Tenant upon not less than thirty (30) days prior written notice. KRS 383.160 shall not be applicable to such holding over.

18. TRADE FIXTURES:

Not later than the expiration or termination of the Term of this Lease, Tenant may remove all of the trade fixtures, signs, and other personal property owned by Tenant, which can be removed without injury to or defacement of the Premises, provided all rents have been paid in full and all damage to the Premises is promptly repaired.

19. SUBORDINATION AND ESTOPPEL:

This Lease shall be subject and subordinate to the lien of each and every mortgage or deed of trust

upon the Property or any part thereof made by Landlord, whether previously or hereafter made, unless the holder of any such mortgage or deed of trust elects by recorded instrument that this Lease shall be prior to such mortgage or deed of trust. Such subordination shall be self-executing and effective without any further action by Tenant or Landlord. At the option of any such mortgagee, Tenant shall be obligated to execute a Subordination, Non-Disturbance, and Attornment Agreement which shall provide in substance that this Lease shall not be terminated so long as Tenant is not in default of its obligations hereunder and that Tenant shall attorn to such mortgagee or its successor in interest or to any purchaser of the Premises upon foreclosure or sale. Tenant shall, from time to time, immediately upon request by Landlord, execute such instruments, certificates and tenant estoppel letters as may be requested by Landlord to evidence and confirm such subordination and deliver such instruments, certificates and letters to mortgagees or prospective mortgagees designated by Landlord. Tenant's failure or refusal to execute a Subordination, Non-Disturbance and Attornment Agreement pursuant to this Section 19 shall constitute a default under Section 14 of this Lease.

Upon the request of Landlord, Tenant hereby agrees that it shall execute and deliver to Landlord within two (2) days after receipt of the request, a written instrument, (a) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications; (b) stating that the fixed monthly Base Rent has not been paid more than thirty (30) days in advance, or if so, the date to which it has been paid; (c) stating whether or not the Landlord is in default under this Lease; and (d) certifying as to any other reasonable matters which may be so requested on behalf of Landlord.

20. COVENANT OF QUIET ENJOYMENT:

Landlord covenants that Tenant, for so long as Tenant shall not be in default hereunder and having performed its covenants and obligations herein set forth, shall have quiet and peaceable possession of the Premises on the terms and conditions herein provided, free and clear of any claim by any person lawfully claiming an interest in the Premises by, through, or under Landlord.

21. SUCCESSORS AND ASSIGNS:

The terms, provisions and conditions of this Lease shall inure to the benefit of and be binding upon the respective successors and assigns of Landlord and Tenant, but no assignment made by Tenant contrary to the provisions of this Lease shall vest in any assignee any right, title or interest in or to this Lease or the Premises or any part thereof.

22. NOTIFICATION:

Notices required or permitted to be given under this Lease shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight delivery service, at the addresses first set forth above, or to such other addresses as may be designated by either party to the other by like mailing.

23. SEVERABILITY:

If any clause or provisions of this Lease are determined to be illegal, invalid or unenforceable, then it is the intention of the parties that the remainder of this Lease shall not be affected thereby.

24. TIME:

Time is of the essence with respect to all obligations and rights of the Tenant under this Lease.

25. GOVERNING LAW:

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

26. MEMORANDUM OF LEASE:

A memorandum of lease in proper form for recording purposes may be executed upon request by either party. This Lease shall not be recorded.

27. SIGNS:

Landlord shall remove the current Tenant's sign and paint and repair any holes or damage caused by such removal. Tenant shall be permitted to install one (1) identification sign on the façade of the Building immediately over the front windows to the Premises, and shall also be permitted to install a sign panel on any monument sign constructed on the Property. Otherwise, Tenant shall not erect, hang, construct, or install any signs on the Premises, Building, or Property without first obtaining the Landlord's prior written consent. Tenant agrees that any signs permitted to be installed on the Premises, Building, or Property shall be in compliance with all applicable governmental laws, codes and regulations. Tenant shall obtain any required governmental permits or approvals for Tenant's permitted signage at its sole cost and expense. Tenant shall maintain all such signs in a good, safe, and attractive condition.

28. ENVIRONMENTAL MATTERS:

Tenant shall not use, store, manufacture, discharge, release, dispose of, or deposit on or in the Premises, Building, or Property any waste, including any hazardous or toxic substances, pollutants, effluents or hazardous materials ("Hazardous Materials"), in violation of any federal, state or local law or regulation. Any Hazardous Materials generated by Tenant shall be promptly removed and disposed of in compliance with federal, state and local laws and regulations. If at any time Tenant fails to comply with the terms of this Section 28, Landlord may remedy such default and Tenant must fully reimburse Landlord for any costs or expenses Landlord incurs in so acting within 10 days of receipt of written notice from Landlord. Tenant shall protect, defend, indemnify and hold harmless the Landlord and their agents, contractors, employees, and successors and assigns from and against any claims, demands, suits, actions, costs, fines, penalties, losses, and expenses (including reasonable attorney's fees) incurred by Landlord directly or indirectly related to a violation of any environmental laws or regulations caused or permitted by the Tenant, or Tenant's agents', contractors', employees', or invitees' use, manufacture, storage, release, discharge, or disposal of Hazardous Materials on, into, or from the Premises, Building, or Property.

29. SECURITY DEPOSIT:

Tenant has deposited with Landlord the sum of \$3,720.83 as security for the full and faithful performance by Tenant of all the terms of this Lease required to be performed by Tenant. Such deposit does not bear interest and does not constitute a trust fund. Landlord may apply all or any part

of the security deposit to cure a default by Tenant or to compensate Landlord for any damages incurred by Landlord by reason of Tenant's default. If Landlord so applies any or all of the deposit, Tenant shall, within ten (10) days after notice to that effect from Landlord, pay to Landlord a sum sufficient to restore the security deposit to its original amount. Any balance of the deposit (without interest or earnings thereon) shall be returned to Tenant within thirty (30) day after the end of the Term of this Lease, together with a reasonable itemization of any deductions. Upon a bona fide sale of the Property or the parcel of which the Property is a part, Landlord shall have the right to transfer such deposit to the purchaser to be held under the terms of this Lease, and Landlord shall thereafter be released from all liability for the return of such deposit to Tenant. The fact that the security deposit may be sufficient to cover any unpaid rent or other damages suffered by Landlord shall not impair the Landlord's right to exercise any power of termination or other remedy which Landlord may have upon default by Tenant.

30. OWNER'S LIABILITY:

Tenant agrees that it will not seek or enforce a personal judgment or any deficiency judgment against Landlord, or any of the agents, employees, officers, directors, managers, members, shareholders or partners of Landlord, for any default by Landlord in the performance or observance of any of the terms or conditions of this Lease, but Tenant shall look solely to Landlord's interest in the Property and the rents, issues and profits thereof for satisfaction of any judgment or claim against Landlord.

31. AMENDMENT:

This Lease may not be amended or modified in any manner except by an instrument in writing executed by all of the parties hereto.

32. WAIVER OF JURY TRIAL:

The Tenant acknowledges that, as to any and all disputes that may arise between Landlord and Tenant under this Lease, the commercial nature of the transaction out of which this Lease arises makes any such dispute unsuitable for trial by jury. Accordingly, the Tenant hereby knowingly and willingly waives any right to trial by jury as to any and all disputes that may arise relating to this Lease.

33. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties and there are no other covenants, agreements or promises, express or implied, except as contained herein. No statement, promise or inducement made by either party or agent of either party that is not contained in this Lease shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Lease.

34. BROKERS:

Tenant hereby represents and warrants to Landlord that Tenant has not engaged, negotiated with, dealt with, or contracted with any real estate broker or agent in connection with this Lease, except for OnSite Retail Group, LLC, through Jeffrey Smith. Tenant hereby agrees to protect, indemnify, and hold the

Landlord harmless against any claims, demands, or liens asserted by any other real estate broker or agent, licensed or otherwise, based on the statements, actions, or dealings of the Tenant.

35. JOINT AND SEVERAL LIABILITY:

If more than one person executes this Lease as the tenant hereunder, then each of such persons shall be jointly and severally liable for the full satisfaction and performance of all of the Tenant's obligations and liabilities pursuant to this Lease.

36. FINANCIAL STATEMENTS:

Not later than May 15 of each year during the Term, Tenant shall provide certified copies of financial statements and annual federal tax returns of both Tenant and any personal guarantor of this Lease. Landlord shall have the right to deliver such financial statements to prospective purchasers and/or mortgagees of the Property, provided that such parties shall execute a confidentiality agreement.

37. PERSONAL GUARANTY:

Simultaneously with the execution of this Lease by Tenant, Tenant shall cause the guaranty of lease set forth in Exhibit B attached hereto to be executed by Hieu T. Do and delivered to Landlord.

38. RULES AND REGULATIONS:

Tenant, and Tenant's employees, agents, contractors, customers and other business invitees shall comply at all times with the Building Rules and Regulations set forth in Exhibit C attached hereto. Landlord shall have the right to amend and modify such Rules and Regulations in Landlord's sole and absolute discretion.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LANDLORD:

W5 Investments, LLC,
a Kentucky limited liability company

By: _____

Title: _____

TENANT:

Dlux Nails & Spa, LLC
a Kentucky limited liability company

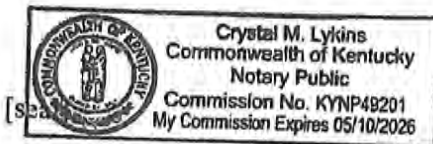
By: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF Boone Kenton)

The foregoing instrument was acknowledged before me this 28 day of March, 2023, by Carlo R. Wessels, the Manager of W5 Investments, LLC, a Kentucky limited liability company, on behalf of the limited liability company.



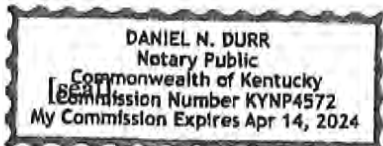
Crystal M. Lykins
Notary Public

My commission expires: 5/10/2026

COMMONWEALTH OF KENTUCKY)

COUNTY OF Boone)

The foregoing instrument was acknowledged before me this 28 day of March, 2023, by Hieu T. Do, the President of Dlux Nails & Spa, LLC, a Kentucky limited liability company, on behalf of the limited liability company.



Daniel Durr
Notary Public

My commission expires: 4/14/24

EXHIBIT A

Depiction of Premises

See attached space plan.

EXHIBIT A

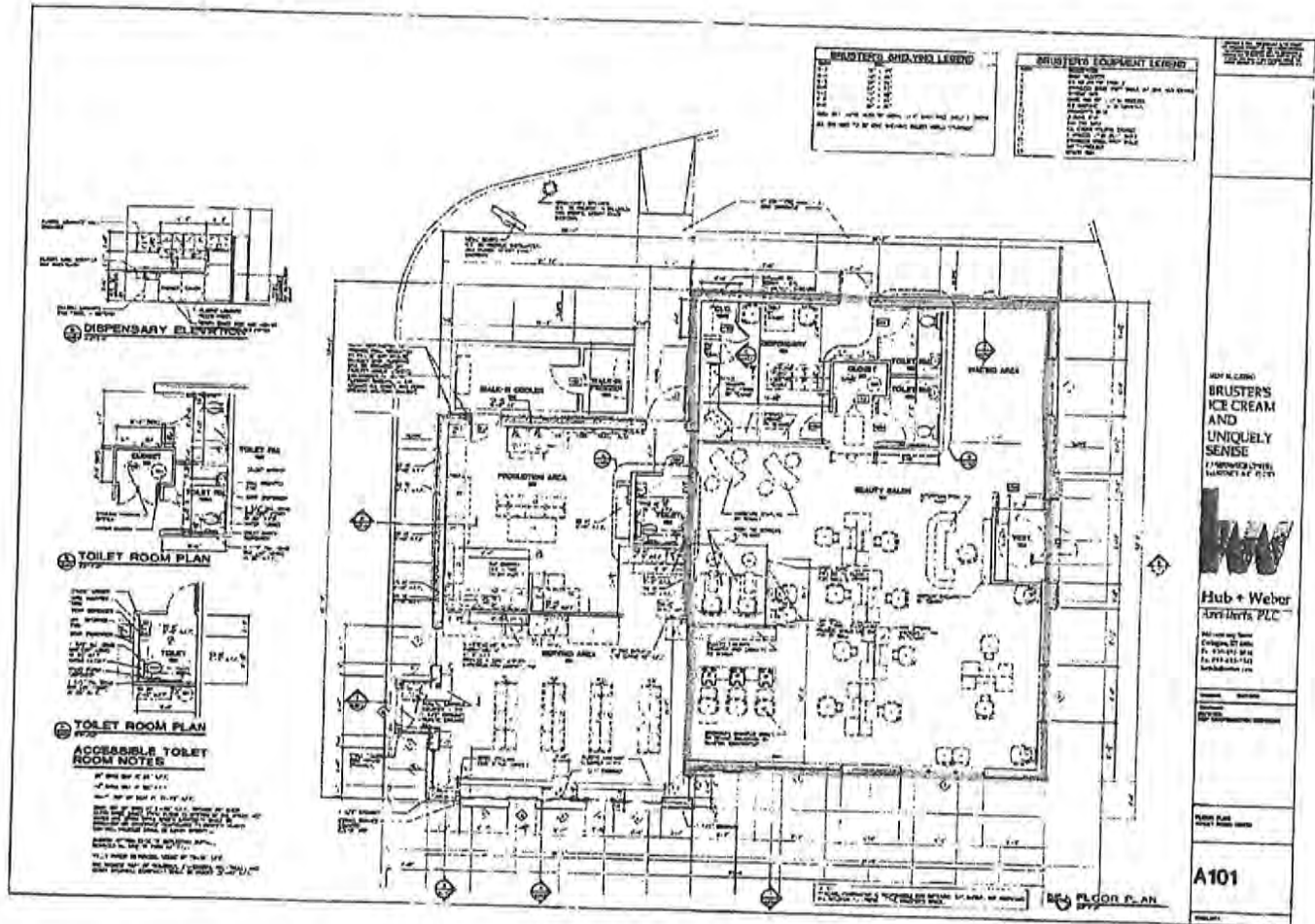


EXHIBIT B

GUARANTY OF LEASE

WHEREAS, W5 Investments, LLC, a Kentucky limited liability company ("Landlord"), and Dlux Nails & Spa, LLC, a Kentucky limited liability company ("Tenant") have entered into and executed that certain Lease dated March 28th, 2023 ("Lease") for the leasing of the real property and improvements located thereon at 8529 U.S. Highway 42, Florence, Kentucky 41042, as more fully described in the Lease ("Premises"); and

NOW THEREFORE, in consideration of the execution of the Lease by Landlord and Tenant, the undersigned hereby agree as follows:

The undersigned, Hieu T. Do ("Guarantor"), hereby unconditionally guarantees the prompt payment to Landlord when due, whether by default or otherwise, of all payments of rent, additional rent, and all other charges and costs payable by Tenant pursuant to the Lease, and prompt performance of all other obligations and liabilities of Tenant pursuant to the Lease ("Obligations").

Guarantor agrees not to enforce any rights of subrogation, contribution or indemnification that they may have against Tenant, or any other guarantor of the Lease, until the Obligations have been fully paid and satisfied.

Guarantor waives (A) to the extent permitted by law, all rights and benefits under any laws or statutes regarding sureties, as may be amended, and (B) any right Guarantor may have to receive notice of the following matters before Landlord enforces any of its rights under the Lease or this Guaranty: (i) Landlord's acceptance of this Guaranty, or (ii) any demand, diligence, presentment, dishonor and protest, (C) and any defense based on or arising out of any defense that Tenant may have to the payment of the Obligations or any portion thereof other than payment in full of the Obligations.

Guarantor assumes all responsibility for being and keeping informed of Tenant's financial condition, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that Guarantor assumes and incurs under this Guaranty, and agrees that Landlord does not have any duty to advise Guarantor of information known to it regarding those circumstances or risks.

Guarantor represents that to the best of his knowledge: (A) the execution and delivery of this Guaranty and the performance of the obligations it imposes does not violate any law, does not conflict with any agreement by which he is bound, or requires the consent or approval of any governmental authority or any third party, and (B) this Guaranty is a valid and binding agreement, enforceable according to its terms.

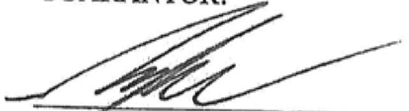
This Guaranty is delivered in, and shall be governed by, the laws of the Commonwealth of Kentucky (without giving effect to its laws of conflicts). Guarantor agrees that any legal action or proceeding with respect to any of Guarantor's obligations under this Guaranty may be brought by Landlord in any state or federal court located in the Commonwealth of Kentucky, as Landlord in its sole discretion may elect.

Capitalized terms used herein but not defined herein shall have the meanings ascribed to such

terms as set forth in the Lease.

GUARANTOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING BASED UPON OR RELATED TO THE SUBJECT MATTER OF THIS GUARANTY. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GUARANTOR AND SAID GUARANTOR ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON ITS BEHALF HAS MADE ANY REPRESENTATION TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT.

GUARANTOR:



Hien T. Do

EXHIBIT C

Rules and Regulations

Tenant agrees to the establishment of, and will abide by and enforce upon Tenant's agents, servants, employees, invitees, customers, and vendors (in addition to the Lease terms, covenants, and conditions) the following Rules and Regulations:

1. Storage. Tenant will not use any portion of the Premises for storage or other services except as customary for Tenant's operations in the Premises in accordance with the use provisions of the Lease.
2. Walkways. No person will use any walkway, court or mall except as a means of egress from or ingress to the commercial areas within the Property or adjacent public sidewalks. Such use will be in an orderly manner in accordance with directional or other signs or guides installed by Landlord. No walkway or mall shall be used for other than pedestrian travel specifically storage or holding bicycles, mopeds or motorcycles.
3. Common Areas. No person shall use any utility, truck court, or other common area for use in connection with the conduct of business except for the specific purposes for which permission to use such area is given. Service corridors shall not be used for the storage of materials, merchandise, garbage or refuse.
4. Deliveries. All trucks servicing Tenant's retail facilities shall load and unload in the areas and throughout the entrances as may be designated by the Landlord. Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the paving surface and may be parked only in areas and at times previously approved by Landlord in writing. In addition, wheel blocking must be available for use. Tractor trailers are to be promptly removed from the loading areas after unloading. Forklift trucks, tow trucks or any other powered machines for handling freight will be used only in such manner and areas in the Property as may be approved in writing by Landlord.
5. Safe Premises. The Premises, including vestibules, entrances and returns, doors fixtures, windows, and plate glass shall be maintained in a safe, neat, and clean condition.
6. Removal of Trash. All trash, refuse, and waste materials will be regularly removed from the Premises before the hours the Property opens and until removal will be stored: (a) in adequate containers which containers will be located so as not to be visible to the general public shopping in the Property; and (b) so as not to constitute any health or fire hazard or nuisance to any occupant. No burning of trash, refuse, or waste materials will be permitted. In the event Tenant shall fail to cause the removal of any of its waste, debris or garbage, either during the construction period or the Lease period, the Landlord may cause the same to be done in any manner Landlord chooses, in Landlord's sole discretion, and shall bill the costs to the Tenant plus a fifteen percent (15%) fee for administration and overhead, which payment shall be due and payable within ten (10) days of receipt therefor and as additional rent, and failure to pay same as herein provided shall constitute a default in payment of rent as elsewhere provided in the Lease.

7. Plumbing Facilities. No foreign substances of any kind shall be thrown in the plumbing, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees agents or invitees shall, have caused it.

8. Dwelling. Tenant will not permit or suffer any portion of the Premises or Property to be used for lodging purposes.

9. Displays. Neither sidewalks, lightpoles, parking lot areas, walkways, glass storefronts, show windows or storefronts shall be used to display, store, or place any merchandise, equipment, devices, signs, painted material, placards, stickers, flyers, emblems, or informal mail material. Landlord will have the right to remove any such material without notice to Tenant and Landlord shall bill the cost to Tenant, which payment shall be due within ten (10) days.

10. Radius of Advertising. No advertising medium will be utilized which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, search lights, loudspeakers, phonographs, radios, or television placed on light standards in parking lot.

11. Boundaries for Doing Business. Under no circumstances, without the express written consent of Landlord, will there be any sale of merchandise or display of merchandise outside the defined exterior walls of the Premises, in the Property, including specifically, sidewalk sales. No sale of merchandise by tent sale, sidewalk sale, truckload sale, or the like will be permitted in the common areas.

12. Unauthorized Activities. No person, without the prior written consent of Landlord will, in or on any part of the common areas:

(a) vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever;

(b) exhibit any sign, placard, barer, notice, or other written material except for material approved by Landlord;

(c) distribute any circular, booklet, handbill, placard, or other material;

(d) solicit membership in any organization, group, or association or contribution for any purposes;

(e) parade, patrol, picket, demonstrate, rally, or engage in any conduct that might tend to interfere with or impede the use of any of the common areas, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail establishments within the Property;

(f) use any common areas for any purpose when none of the retail establishments within the Property is open for business or employment;

(g) throw, discard, or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles or create litter or hazards of any kind;

(h) use any sound-making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant, or distasteful to occupants;

(i) deface, damage or demolish any sign, light standard or fixture, landscaping material, or other improvement within the Property or the personal property of customers, business invitees, or employees;

(j) erect any sign, antenna, aerial or other device on the roof or exterior walls of the Premises or the Building without first obtaining in each instance written consent from Landlord. Any sign, antenna, aerial or device installed without Landlord's written consent shall be subject to removal by Landlord at Tenant's expense without notice at any time, notwithstanding the foregoing; or

(k) loiter or consume alcoholic beverages in the common areas.

13. Heavy items. No Tenant will place a load on any floor in the Premises exceeding the load for which such floor is designed.

14. Alcohol. No Tenant will store, display, sell or distribute any alcoholic beverages unless such storage, display, sale or distribution is expressly permitted by such Tenant's lease.

15. Intent. The listing of specific items as being regulated or prohibited is not intended to be exclusive, but to indicate in general the manner in which the right to use the common areas solely as a means of access and convenience in shopping at the retail establishment in the Property is limited and controlled by Landlord. Landlord reserves the right to amend, modify, or supplement these Rules and Regulations as in Landlord's reasonable judgment may be necessary for the safety, cleanliness, preservation of order, and the efficient operation of the Property.



BOONE COUNTY

KENTUCKY

AG



Permit

STR-2023-01132
Commercial Alteration Permit

8529 US 42 HWY SUITE 101
Florence, Kentucky 41042

<<

Overview

Overview

Property Information

Workflow

Permit Information

Application Details

Plan Reviews

Add Contractor

Contacts

Conditions

Attachments

Comments

Inspections

Fees and Payments

Communication

Related Transactions

Status Completed

Relationship Type Independent

Submitted By Alex Gormley on 6/12/23

Issue Date 8/3/23

Description DLUX NAIL SALON

Actions

Contacts

View Details

Primary Alex Gormley
Contact
Phone

Email alexgormleydaap@gmail.com

Address 1208 Sycamore Street
Cincinnati, Ohio 45202

Applicant Alex Gormley

Workflow

View Details



BOONE COUNTY

KENTUCKY



AG

Issue Permit	Completed	8/3/23	0
Plan Review Completion	Completed	6/19/23	0
Accept Application	Completed	6/12/23	0

Fees and Payments

[View Details](#)

Total Paid 400.00 USD

Balance Due 0.00 USD

Last 400.00 USD

Payment

Last 8/3/23

Payment

Date

Inspections

Exhibit 3 of Case No. 2024-157-ZG

CERTIFICATE OF OCCUPANCY/COMPLIANCE

Permit #: STR-2023-01132

Certificate Issued: 10-24-2023

OWNER: ROOKWOOD PLACE #6 LLC
PO BOX 176801
Ft Mitchell, Kentucky 41017

ADDRESS: 8529 US 42 HWY SUITE 101
Florence, Kentucky 41042

PROJECT/SUBDIVISION: Dlux Nail Salon

AUTOMATIC SPRINKLER SYSTEM: No

OCCUPANT LOAD: 37

ENTIRE BUILDING OR
PARTIAL (DESCRIBE):

CONST. TYPE: 2B

CONTRACTOR: SECO ELECTRIC CO INC
KKS SERVICES LLC

SPECIAL CONDITIONS:

This certifies that the above-named building, or stipulated portion thereof, has been inspected for general compliance with the requirements of the 2018KBC, for the use and occupancy identified above.

Paul G. Stephenson

CHIEF BUILDING OFFICIAL
BOONE COUNTY BUILDING DEPARTMENT
2950 WASHINGTON STREET
BURLINGTON, KENTUCKY 41005



PUBLIC SERVICES DEPARTMENT

COURTESY NOTICE

Dec 28, 2023

Case # 23-2434

ROOKWOOD PLACE #6 LLC
Po Box 176801
FT MITCHELL, KY 41017

Dear ROOKWOOD PLACE #6 LLC:

This is a courtesy notice to alert you of a condition on your property at 8527-8529 Us 42 Hwy, Florence, KY, 41042 that was observed by a Florence Code Enforcement Officer. This condition is in violation of City of Florence ordinances.

The condition that needs to be resolved is listed below:

Municipal Code	Description	Resolutions	Comply-By
ZG 3002 (O-24-22) Minor Site Plan Required	Minor site plan is required for work that involves no exterior utility construction (storm sewer, water, sanitary sewer, etc.), either no grading work or a minimal amount of grading work, no more than 12 parking spaces, no more than a 15% increase of the existing building square footage, no additional access points or curb cuts, loading areas that are less than 10,000 square feet, and does not involve the construction of a new building upon demolition of an existing building.	Return site to original condition or obtain Minor Site Plan approval.	01/30/2024


Through this courtesy notice, it is our desire to work with you to prevent a citation from being issued. A citation being issued would result in a fine being assessed and the possibility of a hearing before the Florence Code Enforcement Board.

A follow-up inspection will occur on the follow-up date listed above. Please contact the Florence Code Enforcement Officer assigned to this case as soon as possible if you have any questions or if you need additional time to bring your property into compliance with City of Florence ordinances.

Sincerely,

Randy T. Corpus
Code Enforcement Officer
859-647-5416
randy.corpus@florence-ky.gov

The below photos were taken by a Florence Code Enforcement Officer to document the status of the violation in question at the time of inspection:

Photo	Details
	<p>Title: IMG_0537_1703782640232.jpeg</p> <p>Date: Dec 28, 2023 12:00</p> <p>Uploaded by: Randy Corpus</p>

3100 Evans Boulevard • Florence, Kentucky 41042-3503 • (513) 647-6416 • Fax: (513) 647-8415
www.florence-ky.gov



UNIFORM CITATION Code Enforcement

8100 Ewing Blvd, Florence, KY
859-647-5416
www.florence-ky.gov

Location of Violation:

8527-8529 Us 42 Hwy, Florence, KY,
41042

Department:
Public Services

Citation Number:
23-2434 1st Offense

Name of Violator:

ROOKWOOD PLACE #6 LLC

Date Issued:
02/16/2024

Time Issued:

Mailing Address:

Po Box 176801, FT MITCHELL, KY, 41017

Violation Date:
12/28/2023

Violation Time:
00:00 ET

Municipal Code	Description
ZG 3002 (O-24-22) Minor Site Plan Required	Minor site plan is required for work that involves no exterior utility construction (storm sewer, water, sanitary sewer, etc.), either no grading work or a minimal amount of grading work, no more than 12 parking spaces, no more than a 15% increase of the existing building square footage, no additional access points or curb cuts, loading areas that are less than 10,000 square feet, and does not involve the construction of a new building upon demolition of an existing building.

TOTAL DUE FOR THIS CITATION: 1st Offense Uniform Citation (\$50)

Maximum civil fine that may be imposed per violation if this citation is contested: \$500

Official's Signature:
Official's Name:

Randy Corpus

Phone Number:

(859) 647-5416

Citation Service Type:

- ☒ Personal Service to Alleged Violator
☒ Posted on Premises and Copy Mailed
☒ Copy to Person 18+ Years of Age

Citation Accepted By:**Delivery Comments:**

This citation represents a determination that a violation has been committed. You must respond to this citation within seven (7) days of the date issued by either paying the civil fine set forth in the citation, or requesting, in writing, a hearing to contest the citation. If you fail to pay the civil fine set forth in the citation or contest the citation, within the time allowed, you are deemed to have waived the right to a hearing before the code enforcement board to contest the citation and the determination that a violation was committed shall be final, and you are also deemed to have waived the right to appeal the final order to Boone County District Court. This citation must accompany payment and should be paid in person or by mail to the City of Florence Finance Department, 8100 Ewing Boulevard, Florence, KY 41042. Office hours are 830am-5pm, Monday-Friday. Business phone (859) 647-5413.

CONTESTING THE CITATION

A written request for a hearing to contest the citation must be made **within seven (7) days of date issued**. Such request for hearing shall be filed in the office of the Florence City Clerk, 8100 Ewing Boulevard, Florence, KY 41042. Office hours are 830am-5pm, Monday-Friday. Business phone (859) 647-8177. An appeal from the Code Enforcement Board's determination may be made to the Boone County District Court **within thirty (30) days** of the determination provided you did not fail to appear. Failure to appear waives the right to appeal the final order to Boone County District Court.

Total due balances are not carried forward. If you receive two or more citations, balance is due for EACH citation.

HEMMER
■ WESSELS
■ MCMURTRY
ATTORNEYS AT LAW

RECEIVED

February 21, 2024

City of Florence
Attention: Florence City Clerk
8100 Ewing Boulevard
Florence, Kentucky 41042

VIA HAND DELIVERY

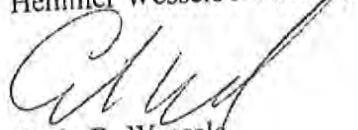
In Re: Request for Hearing
Citation Number: 23-2434

Dear Sir or Madam:


I hereby request a hearing before the Florence Code Enforcement Board to contest the above-referenced citation. Please contact me if you have any questions.

Sincerely,

Hemmer Wessels McMurtry PLLC


Carlo R. Wessels

CRW/HJK



CITY OF FLORENCE
Kentucky

UNIFORM CITATION
Code Enforcement

8100 Ewing Blvd, Florence, KY
859-647-5416
www.florence-ky.gov

Location of Violation:
8527-8529 Us 42 Hwy, Florence, KY, 41042

Name of Violator:
ROCKWOOD PLACE #6 LLC

Mailing Address:
P.O. Box 176801, FT MITCHELL, KY, 41017

Department:
Public Services

Date Issued:
03/21/2024

Violation Date:
12/26/2023

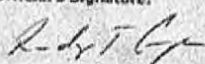
Citation Number:
23-2434 2nd Offense

Time Issued:
10:03:16

Violation Time:

Municipal Code	Description
ZG 3002 (O-24-22) Minor Site Plan Required	Minor site plan is required for work that involves no exterior utility construction (storm sewer, water, sanitary sewer, etc.), either no grading work or a minimal amount of grading work, no more than 12 parking spaces, no more than a 15% increase of the existing building square footage, no additional access points or curb cuts, loading areas that are less than 10,000 square feet, and does not involve the construction of a new building upon demolition of an existing building.

TOTAL DUE FOR THIS CITATION: 2nd Offense Uniform Citation (\$150)

Official's Signature:


Official's Name:
Randy Corpus

Phone Number:
(859) 647-5416

Citation Service Type:
☐ Personal Service to Alleged Violator
☒ Posted on Premises and Copy Mailed
☐ Copy to Person 18+ Years of Age

Citation Accepted By:

Delivery Comments:

Maximum civil fine that may be imposed per violation if this citation is contested: \$1000

This citation represents a determination that a violation has been committed. You must respond to this citation within seven (7) days of the date issued by either paying the civil fine set forth in the citation, or requesting, in writing, a hearing to contest the citation. If you fail to pay the civil fine set forth in the citation or contest the citation, within the time allowed, you are deemed to have waived the right to a hearing before the code enforcement board to contest the citation and the determination that a violation was committed shall be final, and you are also deemed to have waived the right to appeal the final order to Boone County District Court. This citation must accompany payment and should be paid in person or by mail to the City of Florence Finance Department, 8100 Ewing Boulevard, Florence, KY 41042. Office hours are 9:00am-5pm, Monday-Friday. Business phone (859) 647-5411.

CONTESTING THE CITATION

A written request for a hearing to contest the citation must be made within seven (7) days of date issued. Such request for hearing shall be filed in the office of the Florence City Clerk, 8100 Ewing Boulevard, Florence, KY 41042. Office hours are 9:00am-5pm, Monday-Friday. Business phone (859) 647-5417. An appeal from the Code Enforcement Board's determination may be made to the Boone County District Court within thirty (30) days of the determination provided you did not fail to appear. Failure to appear waives the right to appeal the final order to Boone County District Court.

Total due balances are not carried forward. If you receive two or more citations, balance is due for EACH citation.

SITE PLAN REVIEW
BOONE COUNTY PLANNING COMMISSION

One (1) full set of paper plans and one (1) full set of plans in pdf file format are required (Major)
Seven (7) copies of submitted drawings are required (Minor)

An application consists of all fees paid in full, submitted drawings, pdf file
and a completed application form

SECTION A: (To be completed by applicant)

1. Type of review (check all that apply):
☐ Major Site Plan ☐ Minor Site Plan
☐ Central Florence Strategic Plan/Parkway Overlay Zone
☐ Business District Design Standards (per Section 3199 of the Boone County Zoning Regulations)
2. Name of Project: _____
3. Location of Project: _____
4. Total Acreage of Project: _____
5. Total Acreage Under Review: _____
6. Lot Number and Name of Subdivision
(if part of a subdivision): _____
7. Current Owner: _____
Address: _____

City State Zip Code
Phone Number: _____ Fax Number: _____
Email: _____
8. Applicant: _____
Address: _____

City State Zip Code
Phone Number: _____ Fax Number: _____
Email: _____
9. Height of Proposed Building or Addition: _____
10. Square Footage of Existing Building(s): _____
11. Square Footage of Proposed Building(s): _____

12. Briefly describe the proposed improvements pertaining to this site plan application:

13. Is the site subject to any of the following (check all that apply):

☐ Conditional Use Permit ☐ Variance ☐ Map Amendment

If yes, date of action: _____

14. Current Zoning of Property: _____

15. _____

Deed Book	Page Number	Group Number
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16. Have you had a pre-application meeting with the BCPC staff: ☐ Yes ☐ No

17. Have you met or received preliminary approval from any of the following organizations/agencies (check all that apply):

Prior to construction of improvements, the applicant is recommended to submit copies of the Site Plan to the appropriate organizations/agencies prior to approval by the Boone County Planning Commission.

- ☐ Boone County Building Department
☐ Boone County Public Works Department
☐ Boone County Water District
☐ Cincinnati Bell
☐ Cincinnati/Northern Kentucky International Airport (Kentucky Airport Zoning Commission For height restrictions near the airport)
☐ Duke Energy
☐ Florence Public Services Department
☐ Homeowners/Property Owners Association

- ☐ Kentucky Division of Water
☐ Kentucky Transportation Cabinet
☐ Northern Kentucky Health Department
☐ Owen Cooperative Electric, Inc.
☐ Sanitation District No. 1
☐ USDA NRCS/Boone County Conservation District
☐ Other: _____

18. Are any of the improvements within a public street right-of-way or involve the extension of public utilities (check all that apply):

- ☐ Driveway Apron ☐ Storm Sewer
☐ Sanitary Sewer ☐ Water Line
☐ Sidewalk

19. Site Plan Jurisdiction/Location (check all that apply):

☐ Unincorporated Boone ☐ Florence ☐ Walton ☐ Union

20. I, or we, understand and agree that all construction work will be performed in accordance with this application and the Boone County Zoning Regulations.

ORIGINAL Property Owner's Signature: _____

(Faxed, Photocopied or Scanned Signatures will **NOT** be Accepted)

ORIGINAL Applicant's Signature: _____

(Faxed, Photocopied or Scanned Signatures will **NOT** be Accepted)

SECTION B: (To be completed by Planning Commission staff)

1. Date Received: _____ Fee Received: _____ Receipt #: _____
2. Number of Copies Received: _____
3. Is application complete: ☐ Yes ☐ No
4. Staff Reviewer: _____
5. Staff Action: _____ Date of Action: _____

Approved

Approved with Conditions (see #6)

Denial (See #7)
6. Conditions of Approval: _____

7. Reasons for Denial: _____

8. 30 Day Action Deadline: _____

Boone County Planning Commission
Boone County Administration Building
2950 Washington Street, Room 317
P.O. Box 958
Burlington, Kentucky 41005
Phone: 859-334-2196 Fax: 859-334-2264
plancom@boonecountyky.org
www.boonecountyky.org

TIME LIMIT WAIVER REQUEST
BOONE COUNTY PLANNING COMMISSION

**Waiver of 30 day time requirement by applicant
and property owner for final planning commission action**

SECTION A: (To be completed by applicant)

1. Name of Project: _____

2. Location of Project: _____

3. Current Owner: _____

Address: _____

_____ City _____ State _____ Zip Code

Phone Number: _____ Fax Number: _____

Email: _____

4. Applicant: _____

Address: _____

_____ City _____ State _____ Zip Code

Phone Number: _____ Fax Number: _____

Email: _____

We, the applicant(s) and property owner(s) for the above referenced Site Plan application, waive the thirty (30) day time frame for Planning Commission action required by Section 3003 of the Boone County Zoning Regulations for said application. This time limit waiver is considered effective immediately upon receipt and approval by the Boone County Planning Commission and expires on: _____

It is understood that if the revised plans which address all outstanding requirements are not submitted by this date, the application may be denied in accordance with Article 30 of the Boone County Zoning Regulations.

ORIGINAL Property Owner's Signature: _____
(Faxed, Photocopied or Scanned Signatures will **NOT** be Accepted)

ORIGINAL Applicant's Signature: _____
(Faxed, Photocopied or Scanned Signatures will **NOT** be Accepted)

SECTION B: (To be completed by Planning Commission staff)

1. Date Received: _____
2. Original Site Plan Application Date: _____
3. BCPC Time Waiver Action: _____
4. BCPC Time Waiver Action Date: _____

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BOONE COUNTY ZONING REGULATIONS

ARTICLE 31 SUPPLEMENTAL PERFORMANCE STANDARDS

SECTION 3199 DESIGN STANDARDS FOR BUSINESS DISTRICTS

- A. For properties zoned for commercial, office, and industrial use and located along the following roads:
1. Turfway Road (I-75 to U.S. 42/U.S. 25 intersection)
 2. U.S. 25/U.S. 42 (County line to east boundary of Parkway Overlay District at Russell Street intersection)
 3. U.S. 25 (Main Street to Industrial Road)
 4. KY 18 (Turfway Road to I-75)
 5. U.S. 42 (I-75 to KY 237 [Pleasant Valley Road/Gunpowder Road], except for properties within the Mall Road District Study)
- B. The following design standards apply to all building improvements:
1. **Building Massing** - All new building construction shall be of similar scale and massing to the mode of the buildings on the street. Multi-tenant structures which have individual, separate exterior entrances for different tenant spaces are to be designed to reflect individual buildings. If necessary, the use of projecting or recessed sections to reduce bulk sizes shall be used to avoid a continuous building line over one hundred (100) feet. All buildings shall be designed to have a pedestrian focus through the use of awnings, canopies, storefront windows, oversized doorways, etc. This includes adequate spacing for pedestrian entrances and safety.
 2. **Architectural Style and Detail** - New construction of buildings or building additions may be either traditional in their architectural character or a contemporary expression of historically traditional styles and forms, thus respecting building scale, proportion, character, and materials. The use of special architectural elements such as, but not limited to towers, turrets, and corner cut-offs are to be used at major street corners to accent structures.
 3. **Primary Entrances** - The primary entrance of a building shall be easily identifiable and face the primary street. Doors and entry ways shall follow traditional storefront design (a frame with differentiating infill material, usually recessed with an awning or overhang) and shall be compatible with the architectural style of the building.
 4. **Windows** - The front elevation of commercial and office buildings shall provide a minimum of sixty (60) percent and a maximum of eighty-five (85) percent window transparency. The front building elevation and those facing a public road shall include windows.
 5. **Roofs** - Roofs on primary and accessory buildings shall be pitched with overhanging eaves or be flat with articulated parapets and cornices. Roof materials shall be dimensional shingles or metal formed to resemble standing seams. If the roof is pitched, then the use of fascias, dormers, and gables is encouraged to provide visual interest. Dormers should only be utilized when they will provide windows for interior occupied space and not as non-functional adornment. Mansard and gambrel roofs are prohibited.
 6. **Awnings** - Awnings may be constructed from heavy canvas, matte finish vinyl, or fabric. A minimum eight (8) foot vertical clearance between the sidewalk and the lowest part of the awning shall be maintained. The color of the awning shall be an accent or complementary to the basic color of the building and shall not be illuminated. Sign copy on awnings is addressed in ARTICLE 34.
 7. **Building Materials** - Exterior wall materials shall include stucco/EIFS, architectural grade CMU, stone, brick or precast concrete. Metal buildings are prohibited. It is recommended that no more than thirty (30) percent of the front and side of a building facing a street shall be made of stucco/EIFS. Concrete block materials may only be used



on the rear portion of a building. Fiber cement siding, which resemble traditional wood siding materials, can be used but not to exceed thirty (30) percent of the total amount of building materials used. Metal and vinyl materials may be used for incidental elements such as fascias and soffits.

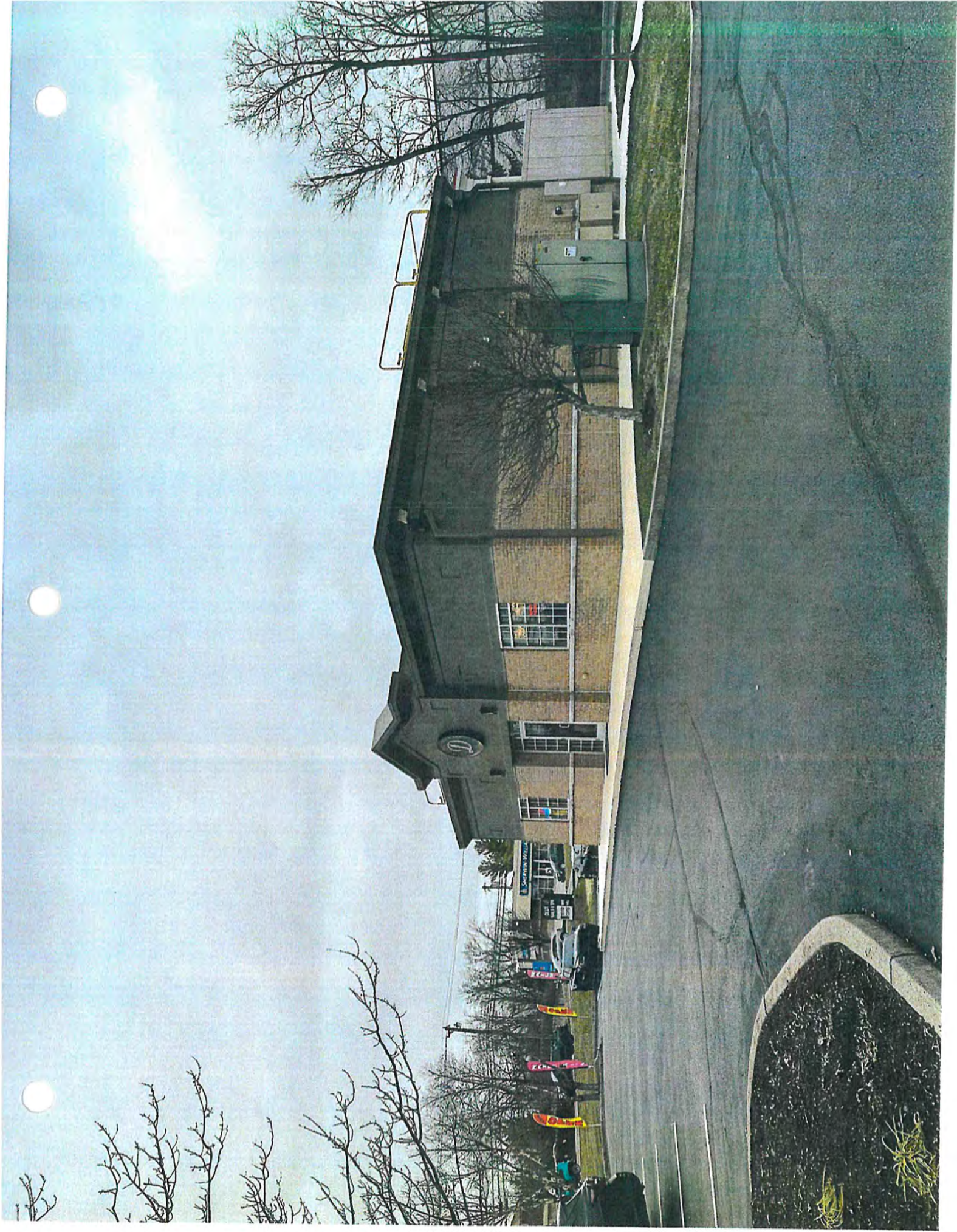
8. **Building Lighting** - Building lighting shall be provided for security and pedestrian safety. Building lighting shall be limited to architectural grade fixtures.
9. **Building Color** - Building colors shall be low reflective, subtle, natural, neutral or earth tones, or dark color brick. The earth tones include shades of red, brown, gray, and subtle shades of green, and blue. The use of high intensity, bright (sharp contrast), or metallic color shall be prohibited, unless it is used for trim purposes. Color schemes shall be comprehensive and directly relate to the architectural design. Exterior colors shall be paired with features such as differing building materials, openings, and/or three dimensional changes in the facades.
10. **Loading Areas/Docks** - Loading areas/docks shall be incorporated into the overall design of the building so that the visual and acoustical impacts are contained. Screening should be accomplished by wing walls which match the design and materials of the principal building or dense vegetation.
11. **Mechanical Equipment** - All mechanical equipment shall be screened, either with landscaping or a parapet wall designed to be compatible with the existing or proposed building material. This includes roof top and ground-mounted mechanical equipment.
12. **Building Signage** - Building signage shall be incorporated into the architectural design and the selection of building materials. Internally lit box cabinet sign, board signs, and signs or graphics painted directly on the exterior building walls are prohibited and individual channel letters are acceptable signs.

C. Application and Action

1. Specific, individual requirements in this section may be modified by the Zoning Administrator provided in the form of a written proposal will create an equivalent or superior solution to the requirement in question, and the proposal does not diminish the design character which would otherwise be created by the normal requirement.
2. For additions or exterior modifications to existing buildings, these design requirements shall be followed to the extent that they will produce a cohesive overall design in which the new improvements and original structure are compatible with one another when viewed from public vantage points. If compatibility between the new improvements and original structure is not feasible based on these requirements, retrofit design concepts prepared by KZF Design which may be used as examples are available from the Planning Commission.
3. As part of the Site Plan Review process, each applicant shall submit architectural drawings showing building materials, dimensions and elevations based upon the above design standards. The Boone County Planning Commission staff shall review and take action on the submitted design drawings. Any applicant can appeal the decision of the staff to the full Planning Commission within two (2) weeks of the decision for final action.

Effective on: 12/20/2022







REQUEST TO INSPECT PUBLIC RECORDS

Pursuant to the Kentucky Open Records Act ("the Act"), KRS 61.870 *et. seq.*, the undersigned requests to inspect the public records which are described below.

Requestor's contact information.

Name: W5 Investments, LLC

Mailing Address: PO Box 176801, Ft. Mitchell, Kentucky 41017

Email: cwessels@hemmerlaw.com

Phone: 859-391-4243

Records to be inspected:

Please provide an itemized list of documents to be requested. Please be as specific as possible. Please add pages if necessary.

Produce copies of all documents, correspondence, emails, letters, applications, and submissions relating in any way to the exterior painting of the Blind Squirrel building located at 8537 U.S. Highway 42, Suite 6, Florence, Kentucky and the First National Bank building located at 8545 U.S. 42, Kentucky. This request for documents includes, but is not limited to, a request for any and all documents and correspondence concerning the owners and/or tenants of such buildings and their compliance or non-compliance with Florence Municipal Code ZG 3002 (O-24-22) and Section 3199(B) of the Boone County Zoning Regulations. Produce copies of all minor site plans submitted for such buildings. Produce copies of any notices of violation and code enforcement citations issued to the owners and/or tenants in such buildings.

Statement regarding the use of public records. KRS 61.870(4) defines "commercial purpose" as "the direct or indirect use of any part of a public record or records, in any form, for sale, resale, solicitation, rent, or lease of a service, or any use by which the user expects a profit either through commission, salary, or fee." However, "commercial purpose" does not include the publication or related use of the public record by a newspaper or periodical, by a radio or television station in its news or informational program, or by use in the prosecution or defense of litigation by the parties to such an action or their attorney.

This request is (choose one):

- ☒ NOT for a commercial purpose; or
☐ FOR a commercial purpose.

Statement regarding residency. I further state that I am a resident of Kentucky because I am (please check one):

- ☐ An individual residing in the Commonwealth; or
☒ A domestic business entity with a location in the Commonwealth; or
☐ A foreign business entity registered with the Kentucky Secretary of State; or
☐ An individual that is employed and works at a location within the Commonwealth; or
☐ An individual or business entity that owns real property within the Commonwealth; or
☐ An individual or business entity that has been authorized to act on behalf of an individual or business entity listed above; or
☐ A news-gathering organization as defined in KRS 189.635(8)(b)1a. to e.

Signature: _____

Date: 4/15/24

Records requests must be delivered in person, mailed, faxed, or emailed to Melissa Kramer, City Clerk.
 Mail: 8100 Ewing Blvd., Florence, KY 41042; Fax: (859)647-5411; Email: melissa.kramer@florence-ky.gov.

