

# AGENDA

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# **A G E N D A**

## **Regular Meeting**

### **of the Franklin City Commission and Simpson County Fiscal Court**

**Tuesday, September 3, 2019  
12:00 Noon**

**Historic Simpson County Courthouse  
Franklin, Kentucky**

- I. Call to Order and Roll Call**
- II. Opening Prayer** - Mayor Larry Dixon
- III. Pledge of Allegiance** – County Judge Executive Mason Barnes
- IV. Reports**
  - Mayor and City Commissioners
  - County Judge Executive and County Magistrates
  - City Manager, City Attorney, County Attorney
- V. Regular Business**
  - Discussion and/or possible action regarding NextSite Agreement  
*Presenters: Judge Barnes & Mayor Dixon*
  - Discussion and/or possible action regarding Computer Purchase for F-S Planning & Zoning Office  
*Presenter: Judge Barnes*
  - Presentation regarding F-S Planning & Zoning Rate Change  
*Presenter: Carter Munday, P&Z Administrator*
- VI. Executive Session**

PERSONNEL - discussions, or hearings, which might lead to the appointment, discipline, or dismissal of an individual {KRS 61.810(1)(f)};
- VII. Other City Commission or Fiscal Court Business**
- VIII. Adjournment**

# REGULAR BUSINESS

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## MEMO

TO: City Commission and Fiscal Court

FROM: City Manager Kenton Powell

DATE: August 27<sup>th</sup>, 2019

SUBJECT: NextSite Proposal

Mayor Larry Dixon, Judge Mason Barnes, Industrial Authority Director, Denny Griffin and Tourism Director, Dan Ware met recently with Charles Branch, VP of Business Development with NextSite to discuss their proposal. You will find this attached.

NextSite is a retail recruitment company that specializes in marketing cities to potential businesses that has expressed interest in building new locations throughout the United States. NextSite helps to promote our city via sharing marketing and research data to the prospective businesses.

Mayor Dixon and Judge Executive Barnes would like to share their thoughts and possible partnership with NextSite during the City-County Joint Meeting on September 3<sup>rd</sup>.

Thank You,  
Kenton Powell



**AGREEMENT TO PROVIDE  
RESEARCH, MARKETING & CONSULTING SERVICES**

**THIS AGREEMENT** is entered into by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant") and the Franklin-Simpson Industrial Authority (hereinafter referred to as "Client") on this the **16<sup>th</sup>** day of **September, 2019**, as follows:

**WHEREAS**, the Client desires to have performed those services identified on Exhibit B attached hereto (the "Project") for the City of Franklin, Kentucky which it believes will promote the efficient operation of the Client; and,

**WHEREAS**, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further set forth below.

**W-I-T-N-E-S-S-E-T-H:**

**NOW, THEREFORE**, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

**1. SCOPE OF SERVICES**

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit B. The engagement will focus on the site(s) identified by the Client and Consultant to pro-actively recruit commercial development and redevelopment.

**2. TIME OF PERFORMANCE**

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as **September 16<sup>th</sup>, 2019 to September 15<sup>th</sup>, 2022 with**

**success fees due on any project opened during the three year agreement period or within 24 months of September 15<sup>th</sup>, 2022 or any extension thereof.**

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by the Client.

### **3. COMPENSATION**

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$15,000** for the first year plus success fees as outlined in Exhibit A below. Payment is to be made upon execution of this agreement and receipt of the invoices from NextSite, LLC. The compensation for years two and three shall be **\$15,000** per year plus success fees as outlined in Exhibit A below. The Client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$15,000** per year and thereafter under the same payment terms, as mutually agreed between Client and Consultant plus success fees as outlined in Exhibit A below. Client acknowledges that affiliates and strategic partners of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of the City of Franklin or the Franklin-Simpson Industrial Authority.

### **4. CLIENT RESPONSIBILITIES**

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

**5. LEVEL OF COMPETENCE**

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Charles Branch, VP of Business Development, Shelley Shores, VP of Client Communications, Hunter Branch, Business Development and Client Management, and Chuck Branch, Managing Partner. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

**6. MATERIALS/CONFIDENTIALITY**

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

**7. INTELLECTUAL PROPERTY**

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

**8. INFORMATION AND REPORTS**

Consultant shall furnish periodic reports concerning the status of the project to the Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish the Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

**9. COPYRIGHT INFORMATION**

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

**10. APPLICABLE LAWS**

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

**11. INSURANCE**

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

**12. TERMINATION**

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit B of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

**13. CONFLICT OF INTEREST**

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

**14. NOTICES/PARTIES REPRESENTATIVES**

The primary representative of the Client for this agreement shall be Dennis Griffin, Executive Director, Franklin-Simpson Industrial Authority.

All notices, bills, and invoices required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Dennis Griffin, Executive Director  
Franklin-Simpson Industrial Authority  
109 South Main Street  
Franklin, KY 42135  
(270) 586-4477  
[fsindustry@bellsouth.net](mailto:fsindustry@bellsouth.net)

Consultant: NextSite LLC  
880 Montclair Road  
Suite 525  
Birmingham, AL 35213  
Attention: Chuck Branch

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**15. REPRESENTATIVE CAPACITY**

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

**16. MISCELLANEOUS**

**Capacity:** Each party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities,

properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third-party beneficiaries to this agreement, except that, the Franklin-Simpson Industrial Authority may share any research, market

analysis, reports, etc. generated by the Consultant as part of the engagement, with agencies and authorities working for or on behalf of the City of Franklin.

**Final Integration:** This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

**Force Majeure:** Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

**Construction:** This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Mandatory and Permissive:** "Shall", "will", and "agrees" are mandatory; "may" is permissive.

**Governing Law:** The laws of the State of Kentucky, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the

interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

**Prohibition on Assignment and Delegation:** No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Waiver:** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

**Agreement Date/Counterparts:** The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:

Franklin-Simpson Industrial Authority

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CONSULTANT:

NextSite, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT A**

In consideration of NextSite's agreement to significantly reduce its standard engagement fee (from \$35,000 per year to \$15,000 per year), the Client will pay NextSite LLC recruitment success fees per the schedule below on all commercial development recruited and completed during the period beginning on the date the Client and NextSite LLC execute the "Agreement to Provide Research, Marketing & Recruitment Services" (the "Agreement") and ending at the conclusion of 24 months following the termination of the Agreement (initial Agreement term is 3 years). A development will be considered complete for the purposes of this agreement when the retailer/restaurant open for business. For multi-tenant developments, the fee is due when the first retailer opens for business. Out parcel developments are considered separate success fees.

- Restaurant(s) – QSR, FSR or Fast Casual - \$4,500 per location
- Single or Multi-Tenant development of less than 10,000 square feet - \$7,500 per development
- Multi-tenant development or single tenant retailer(s) between 10,001 and 50,000 square feet - \$15,000 per development
- Multi-tenant development or single tenant retailer(s) between 50,001 and 100,000 square feet - \$20,000 per development
- Development or single tenant retail of 100,001+ square feet - \$30,000 per location
- Multi-family, hospitality, healthcare, entertainment or senior housing development - \$25,000 per location if the developer is introduced to the market by NextSite

# NextSite



## *Research/Market Analysis*

Understanding market analysis that drives commercial development.



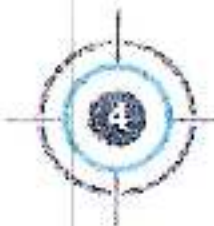
## *Identify Realistic Retail Targets*

Through extensive analysis, demographic profiling, parameter matching, and retailer site selection experience, we can identify new retail, restaurant and commercial opportunities for your market.



## *Marketing & Recruiting*

Pro-active outreach to developers and tenant reps puts your community's opportunities in front of the commercial real estate professionals that drive site decisions.



## *Results*

The primary goal is to affect positive change in your community while maximizing your return on investment.

## The NextSite Team



*The NextSite team is client focused and passionate about connecting opportunities to affect positive change in the communities we serve. Our process is driven by an understanding that decision critical market analysis, realistic target identification, pro-active recruitment and communication lead to success.*

## Key Personnel



### CHUCK BRANCH

MANAGING PARTNER

**Chuck** is the Managing Partner of NextSite. Chuck has spent the past 20 years providing research and marketing services to the public sector, commercial developers and commercial real estate firms. His background includes research, consulting, project management and product implementation. He is a graduate of the University of Alabama with a Bachelor of Science degree in Accounting and minors in Marketing and English Literature. Chuck is a member of the International Council of Shopping Centers.

### MIKE RHODES

SENIOR VP OF CORPORATE DEVELOPMENT

**Mike** is the Senior VP of Corporate Development for NextSite. Prior to joining NextSite, Mike spent over 17 years with Alabama Power Company and Southern Company holding various roles in their Marketing, Customer Service, Energy Service and National Account groups. Mike holds certifications as a Certified Energy Manager and Certified Food Service Professional. Mike is a graduate of Auburn University at Montgomery with a Bachelor of Science degree in Marketing. Mike maintains memberships in the International Council of Shopping Centers and the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).



### DOUG NEIL

**Doug** serves as Managing Partner of Redmont Consulting Group, and is a Member of NextSite, LLC. Prior to Redmont, Doug served as Vice President of Development and Consulting with Daniel Community Advisors. His professional experience includes strategic consulting and incentive negotiation, economic and community development, international banking and corporate finance. He holds a master's degree in International Business Studies from the University of South Carolina and a Bachelor of Arts degree in Economics from Davidson College. Doug is a member of the International Council of Shopping Centers.



## CHARLES BRANCH

VP OF BUSINESS DEVELOPMENT

**Charles** is a Member of NextSite LLC and Vice President of Business Development for NextSite. His focus is on new client engagement, communications and proactive recruitment of developers and tenant reps. He is a graduate of the University of Alabama with a Bachelor of Science degree in Finance. Charles is a member of the International Council of Shopping Centers.



## LISA DENTON

VP OF BUSINESS DEVELOPMENT



**Lisa** is the Vice President of Business Development for NextSite. Prior to joining the NextSite team, Lisa served over 15 years in the community economic development arena as executive director for Athens, TX and assistant director for Kilgore, TX. Her past experience includes industrial, commercial and retail recruitment, business retention and expansion, marketing, property development and sales, budgeting, project finance and incentives, workforce development and property management.

Lisa is a graduate of the Advanced Economic Development Leadership Program where she earned her Master Practitioner credential through Clemson University, Texas Christian University, University of Alabama and University of Southern Mississippi. She has also earned her Economic Development Finance Professional (EDFP) Certification through the National Development Council, as well as Professional Community and Economic Developer (PCED) certification through the Community Development Institute at Lone Star College in The Woodlands. Lisa is a member of the International Council of Shopping Centers.

## ANDY CAMP

VP OF BUSINESS DEVELOPMENT

**Andy** is the Vice President of Business Development for NextSite. Prior to joining the NextSite team, Andy served as an economic development officer for Carroll County, GA and the City of LaGrange, Troup County, GA. He spent 14 years in the construction and development industries prior to entering economic development. His previous construction experience includes two hospitals, multiple data centers, and academic buildings for universities. For developers, he consulted on numerous industrial, commercial and residential land developments including two LEED certified projects.

Andy is a graduate of the McWhorter School of Building Science at Auburn University. He is also a graduate of Leadership Georgia Class of 2015, a professional land surveyor in three states, a LEED AP and a member of the International Council of Shopping Centers.



## SHELLEY SHORES

VP OF BUSINESS DEVELOPMENT

**Shelley** is the Vice President of Business Development for NextSite. Prior to joining NextSite, Shelley was a Sales Executive with Xceligent, Inc. where she was responsible for sales, service and training for both the Birmingham and Huntsville markets. She worked extensively with local brokers, developers, investors, appraisers and municipalities. Prior to joining Xceligent, Shelley spent ten years in economic development with both the Birmingham Metropolitan Development Board and the Birmingham Business Alliance.

Shelley is a graduate of the University of Alabama with a Bachelor of Science degree in Finance. She currently serves on the NAIOP Alabama Board of Directors and is a member of the International Council of Shopping Centers.



# Our Solution



# NextSite's Process for your Community

Day  
1

- ✓ Contract executed to engage NextSite
- ✓ Getting Started Questionnaire provided to the primary contact
- ✓ Basecamp Account is activated & document sharing begins
- ✓ Research & Market Analysis work begins
- ✓ Developer & Tenant Rep Contacts notified of client engagement

Day  
1-15

- ✓ Getting Started Questionnaire has been received
- ✓ Mobile Mapping Analysis completed
- ✓ Aerial & Map work begins
- ✓ Peer Analysis & Retail Leakage reports completed



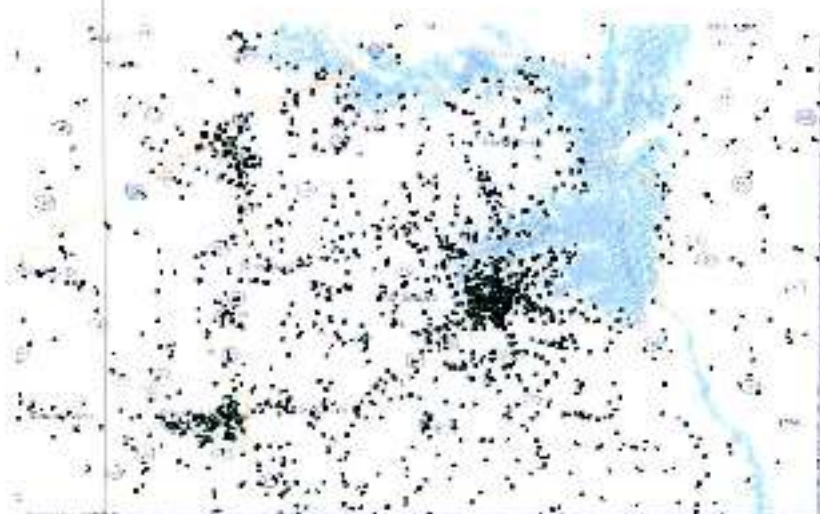
Mobile Mapping

## Identify the Appropriate Retail Trade Corridors/Areas

NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities, on-site market visits and analysis of consumer travel patterns and customer journey.

## Consumer Travel Patterns

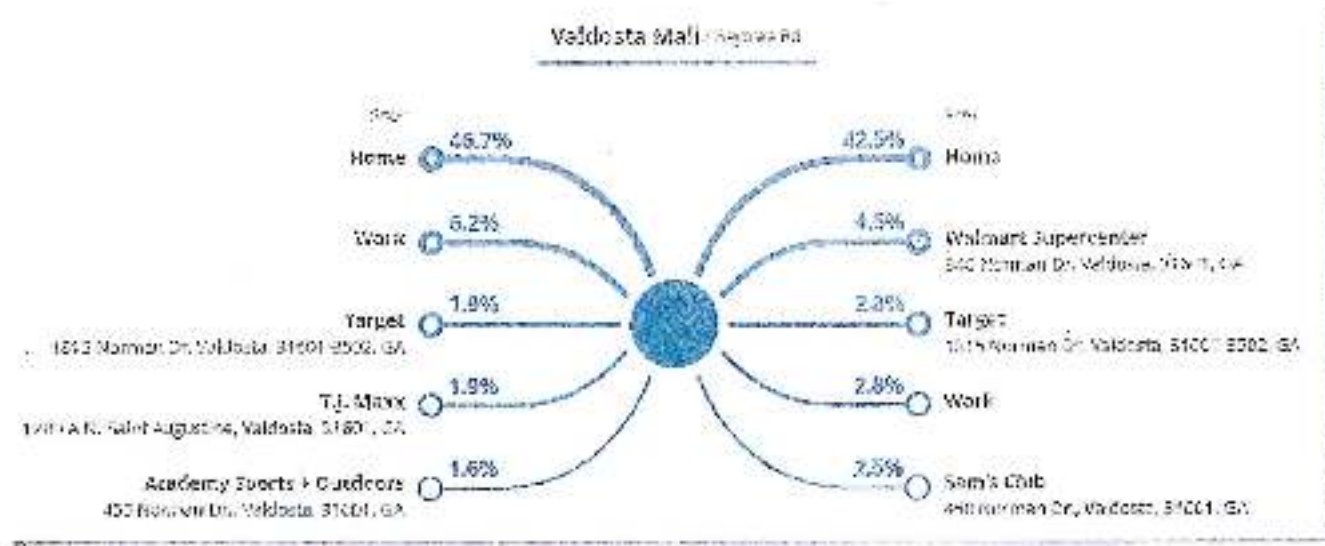
Consumer Travel Patterns using Mobile Device Tracking data allows NextSite to visualize the Common Evening, Common DayTime and Path to Purchase locations of consumers based on visits to a designated retailer or multi-tenant commercial location. This data helps identify clusters of consumers and is often the baseline in our understanding the size and scope of custom trade areas.



## Customer Journey

Customer Journey Analytics based on a market's primary retailer/commercial asset allows NextSite to gain insight into customer shopping habits and travel patterns as well as assess a community's ability to draw consumers into the market from the surrounding areas.

Estimated Number of Customers, Estimated Number of Visits and Visits Trends – The Customer Journey Analytics report highlights the number of unique customers visiting the primary retailer (or targeted location) as well as the total number of visits.



Valdosta Mall		
	Place	Customers
1	Valdosta Mall Corners / St. Augustine Road	239.8K (44.7%)
2	Walmart Supercenter / Norman Dr	223.6K (43.5%)
3	Academy Sports + Outdoors / Norman Dr	223.0K (43.9%)
4	Sam's Club / Norman Dr	209.5K (39.2%)
5	Promenade Plaza / Norman Dr	194.2K (36.3%)

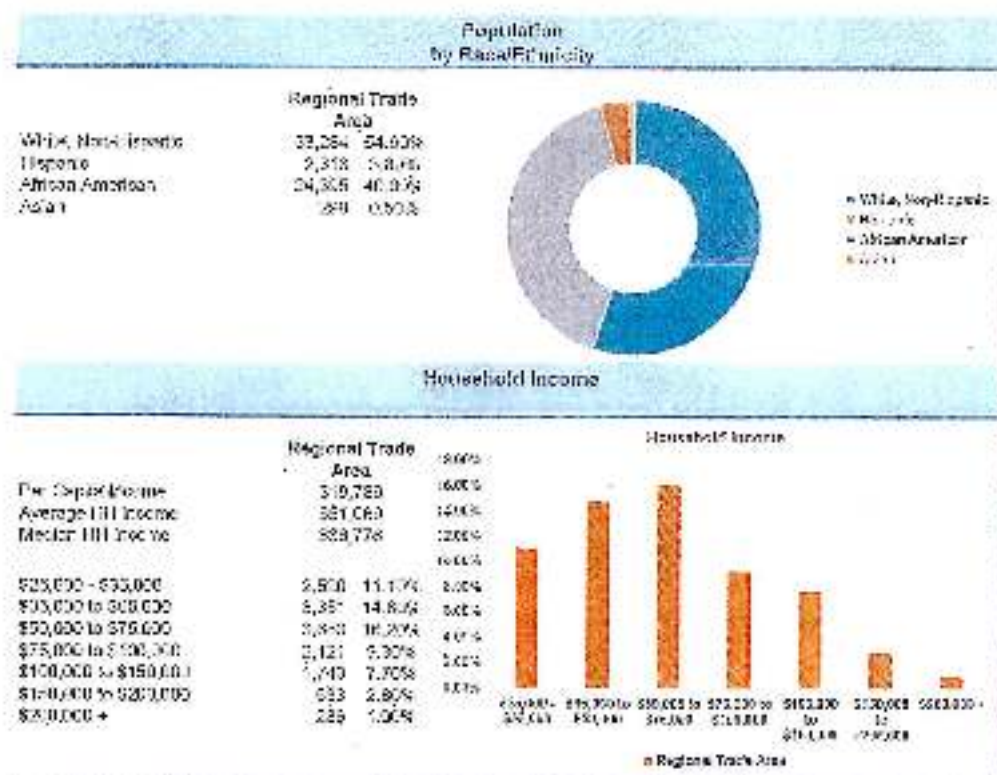
Valdosta Mall Corners is a registered trademark of the City of Valdosta. All other trademarks are the property of their respective owners.



Retail  
Leakage/GAP's

## Perform Market & Retail GAP/Leakage Analysis

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household-level consumer expenditure reviews. Our Custom Demographic Research includes Historical, Current and Projected Demographics from multiple sources.



### Food and Beverage Stores

	2018 Supply (\$)	2018 Demand (\$)	GAP/Shortage (\$)
Food and Beverage stores (NAICS 44)	147,201,172	120,367,153	26,834,019
Grocery stores (NAICS 4451)	144,492,122	118,578,203	25,913,919
Specialty food stores (NAICS 4452)	141,492,033	114,218,892	27,273,141
General food stores (NAICS 44512)	2,160,810	2,160,810	0
Specialty food stores (NAICS 4452)	429,380	1,115,192	6,855,487
Meat markets (NAICS 44511)	2,117	2,473,108	1,371,791
Fruit and vegetable markets (NAICS 44513)	10,000	21,197	11,197
Other food stores (NAICS 44514)	147,447	1,497,730	1,350,283
Other food stores (NAICS 44515)	10,977	2,037,040	2,026,063
Bakery, pizza, deli, and convenience stores (NAICS 44516)	1,134	1,897,220	1,896,086
Alcohol specialty food stores (NAICS 44517)	1,134	1,147,349	1,146,215
Beverage, wine, and liquor stores (NAICS 44518)	2,325,421	15,463,128	13,137,707

### Health and Personal Care Stores

	2018 Supply (\$)	2018 Demand (\$)	GAP/Shortage (\$)
Health and personal care stores (NAICS 447)	80,574,750	102,021,342	21,446,592
Pharmacies and drug stores (NAICS 4471)	77,111,073	94,775,003	17,663,930
Cosmetics, beauty supplies, and perfume stores (NAICS 4472)	1,463,677	5,246,339	3,782,662
Optical goods stores (NAICS 4473)	7,807	1,211,312	1,203,505
Other health and personal care stores (NAICS 4474)	1,192,873	7,174,708	5,981,835
Food (health) supplement stores (NAICS 4475)	4,000	2,884,000	2,880,000
All other health and personal care stores (NAICS 4476)	1,000,000	4,000,000	3,000,000



### Peer Analysis

### Conduct Retail Peer Identification & Analysis

Retailers tend to locate in similar communities and/or trade areas. By identifying communities similar to yours from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.

City	State	Population (2010)	Population (2018)	Population (2023)	Households (2018)	Average Household Income (2018)	Total Retail Expenditures
Albertville	AL	20,637	20,029	21,837	7,406	\$ 58,533	\$ 292,039,754
Anniston	AL	23,120	21,520	21,751	9,227	\$ 49,467	\$ 204,811,812
Leesburg	FL	21,123	23,004	24,166	9,923	\$ 53,361	\$ 335,226,600
Candler-McAfee	GA	22,945	23,222	23,237	8,656	\$ 48,993	\$ 341,853,815
Griffin	GA	23,581	23,302	23,771	8,573	\$ 49,609	\$ 329,036,186
Laurel	MS	18,998	18,200	18,265	6,573	\$ 47,633	\$ 249,755,290
Vicksburg	MS	23,503	22,485	22,545	8,972	\$ 47,978	\$ 306,063,835
Shelbyville	TN	20,587	22,203	24,276	8,005	\$ 53,671	\$ 312,386,271

City	State	Population (2010)	Population (2018)	Population (2023)	Households (2018)	Average Household Income (2018)	Total Retail Expenditures
Helena	AL	16,809	19,561	21,901	7,044	\$ 89,112	\$ 322,145,245
Pelham	AL	19,169	20,971	22,829	8,009	\$ 85,635	\$ 338,902,533
Fayetteville	GA	17,359	18,730	19,505	7,050	\$ 89,755	\$ 309,362,117
Carrboro	NC	19,201	20,605	21,893	9,016	\$ 88,222	\$ 334,767,879
Clemmons	NC	18,261	20,055	21,040	7,902	\$ 90,668	\$ 316,652,352
Fort Mill	SC	11,742	17,583	21,800	6,613	\$ 93,181	\$ 272,307,124

Day  
15-30

- ✓ Focus Property information uploaded to Basecamp by client
- ✓ Radius, Travel Time & Regional Trade Area research completed
- ✓ All Market Analysis has been completed



Consumer  
Research

### Lifestyles – Psychographic Profiles of Trade Area/Market Segmentation Analysis

Retailers today know the psychographic profiles of their target consumer. Through this data, we review segmentation groups and match the consumer profile of your community's shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached.



Day  
30-45

- ✓ All Maps & Aerial outputs have been completed
- ✓ Focus Property Analysis has been completed & uploaded to OppSites
- ✓ NextSite Retailer Target List completed
- ✓ Retail Marketing Brochure completed



Retail Marketing  
Brochure



Retailer  
Targets

### Identification of Retail Prospects to be Targeted for Recruitment

NextSite will develop a Retail Target List consisting of new to market retail/restaurants that fit the market profile as well as the profile of targeted consumers. This list of retailer and restaurant targets is based on the initial research and analysis done for your community and the identified trade areas. The Retail Target List is updated as we determine interest levels through our conversations with developers and tenant rep firms.

City	State	Population	Average HH Income	2010 Pop	2010 HH Inc	2010 Pop	2010 HH Inc	TL Mix	HomeGoods	Best Stores	Target City	Target City	Target City	Target City	Target City
Albuquerque	LA	40,346	\$35,181	95,109	\$31,038	118,406	\$35,087	40	81	78	1	1	87	1	16
Albany	TX	24,037	\$40,764	105,549	\$34,305	111,712	\$43,800	16	13	1	8	11	13	11	31
Albuquerque	TX	18,889	\$34,197	30,014	\$34,565	60,801	\$31,009	21	73	21	2	12	53	21	61
Copperas Cove	TX	10,955	\$40,411	133,272	\$30,500	241,121	\$31,399	36	61	9	11	12	13	15	7
Albany	TX	10,920	\$34,887	73,703	\$30,003	173,220	\$37,000	11	16	16	13	23	15	15	15
Albuquerque	TX	20,020	\$33,710	225,105	\$35,217	301,685	\$34,314	30	41	1	4	1	1	1	1
Albuquerque	TX	11,116	\$31,116	105,116	\$31,116	111,116	\$31,116	11	12	12	10	12	13	13	13
Albuquerque	TX	24,250	\$32,339	40,580	\$37,753	54,910	\$39,030	70	15	15	14	20	24	20	20
Albany	OH	10,533	\$35,787	40,504	\$30,750	90,021	\$37,994	31	47	104	29	29	29	29	29
Albany	OH	15,955	\$35,703	76,711	\$36,310	147,707	\$37,417	28	28	28	20	29	29	29	29
Albany	TX	15,000	\$34,057	80,000	\$36,000	147,000	\$37,000	20	20	20	15	16	20	16	20

### Develop Marketing Materials

NextSite develops marketing materials to market the community and site opportunities to retailers, developers and tenant reps.

### Major Retail Competition Aerial

Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into co-location opportunities, competitors and available sites for development/redevelopment. We extend this analysis to understand the retailer mix in competitor communities.



Day  
45-60+

- ✓ Proactive Marketing & Conference Representation begins
- ✓ Developer & Tenant Rep Contacts are provided market analysis, target list & aerial overview of existing retail



Conference  
Representation



Proactive  
Marketing



Tenant Rep  
Outreach



Developer  
Outreach



Retailer & Restaurant  
Outreach

## Proactive Retail Recruitment

The most important service we provide is proactively recruiting **developers** and **tenant reps** to position the identified target retailers/restaurants.

We have identified retailers and developers looking to aggressively expand their market presence regionally and nationally. We understand the parameters set by retailers when reviewing potential new locations. We have a roster of developers who are looking to replicate previous developments in similar communities across appropriate geographic regions. NextSite meets with these retailers and developers in a variety of settings – corporate and ICSC functions – to position opportunities across our engaged city portfolio. Extensive analysis and preparation prior to the Portfolio Review allow meetings to focus on deal making in addition to exchanging information. Retailers and developers have told us that this is the most productive use of their time, and their preferred way to discuss opportunities and market visits.



The NextSite conference schedule for the next 12 months includes the following conferences:

ICSC Red River Conference and Deal Making  
 ICSC West Florida IDEX  
 ICSC Carolinas Conference and Deal Making  
 ICSC North Florida IDEX  
 ICSC RECon  
 ICSC Tennessee/Kentucky IDEX  
 ICSC Illinois IDEX  
 ICSC Ohio IDEX  
 NABHOOD

ICSC Florida Conference and Deal Making  
 Retail Live!  
 Center Build  
 ICSC Southeast Conference and Deal Making  
 ICSC Chicago Conference and Deal Making  
 ICSC New York Deal Making  
 ICSC Gulf South IDEX  
 CenterBuild  
 Southern Lodging Summit



## Kenton Powell

---

**From:** Tye Burklow <tburklow@fpik.com>  
**Sent:** Friday, August 30, 2019 2:49 PM  
**To:** Kenton Powell  
**Subject:** Fireworks Request

Kenton,

Please see the below description for FPI's firework request.

### Fireworks request:

FPI is having our 30th Anniversary Picnic on September 20th from 4 Pm to 8 PM. after the picnic, FPI would like to use a third party vendor, Zambelli Fireworks, who does the show for Kentucky Downs each year, to provide a firework show for our Team Members and invited community members. The proposed time to shoot off the fireworks is around 7:30 PM to 7:45 PM that night. Thank you for your consideration in approving our firework show. If you need additional information, please let me know.



Franklin Precision Industry, Inc.  
3220 Bowling Green Road  
Franklin, KY 42134

**Tye Burklow**

***Manager of General Affairs EHS/PR***

Direct Line: (270) 598-4325

Cell Phone: (270) 647-0909

Fax: (270) 598-4646

Email: TBurklow@FPIK.com

[www.FPIK.com](http://www.FPIK.com)

### Safety Commitment:

"I will listen and follow up with all safety concerns brought to the EHS Department to help improve the working conditions of our Team Members."

## Kenton Powell

---

**From:** Nelson Slaughter <nslaughter@simpsoncounty.us>  
**Sent:** Friday, August 30, 2019 3:45 PM  
**To:** Kenton Powell  
**Subject:** FW: Scan Data from [Dell-H825cdw-CFE8A8]  
**Attachments:** Scan190830143641-0001.pdf

Per our conversation, here is the signed application for public display of pyrotechnics at FPI. Everything is in order and if the commission approves at the joint meeting we will mail out the afternoon of September 3<sup>rd</sup> and they should have it at the State Fire Marshall's office in time.

Thanks in advance,

Nelson Slaughter  
Captain\Training Officer  
270-586-7174  
Franklin Simpson Fire Rescue  
401 Macedonia Rd.  
Franklin, KY 42134

**From:** nslaughter@simpsoncounty.us <nslaughter@simpsoncounty.us>  
**Sent:** None  
**To:** nslaughter@simpsoncounty.us  
**Subject:** Scan Data from [Dell-H825cdw-CFE8A8]



August 29, 2019

Chief Leslie Goodrum  
Franklin-Simpson Fire Rescue  
401 Macedonia Road  
Franklin, KY 42134

Dear Chief Goodrum:

Enclosed please find the completed State of Kentucky Application for Permit of Supervised Public Display of Pyrotechnics along with the supporting documentation for the scheduled September 20, 2019 display for GOAT Events, to take place at Franklin Precision Industries. The site map will be provided as soon as it is available. As the Fire Chief please sign the permit application and then forward to the Office of the State Fire Marshall.

If you have any questions or need further assistance please contact the Project Manager, John Greer at 513.478.6475 or via email at [johnugreen@zambellifireworks.com](mailto:johnugreen@zambellifireworks.com)

As always, thank you for your kind assistance.

Sincerely,

**Kim Montani**  
Sales Support Specialist

**Zambelli**

FIREWORKS

120 Marshall Drive, Warrendale, PA 15086

Office: 1.800.245.0397 x1000

Direct Dial: 724.202.7029

Fax: 724.658.8318

[k.montani@zambellifireworks.com](mailto:k.montani@zambellifireworks.com)

[www.zambellifireworks.com](http://www.zambellifireworks.com)

Donn Raton, FL  
Raleigh, NC

Shafter, CA  
Myrtle Beach, SC

120 Marshall Drive  
Warrendale, PA 15086  
1.800.245.0397  
Fax #724.658.8318

Walkersville, MD  
Denver, CO

Cincinnati, OH



## APPLICATION FOR SUPERVISED PUBLIC DISPLAY OF FIREWORKS

Applicant Name GOAT Events / Zambelli Fireworks Co. Phone Number (613) 472.6475  
(Group, Individual or Organization Sponsoring the Event)

Address of Applicant 120 Marshall Dr. Warrendale, PA 15086  
(Street) (City) (State) (Zip)

Approximate Number and Kinds of Fireworks to be Displayed Approximately 319 Shells  
Mixture of 3" and 4" Aerial Shells and multiple Low Level Multi Shot Cakes

Manner and Place of Storage of Fireworks Prior To Delivery to Outdoor Display Site: \_\_\_\_\_  
Delivered day of display via Zambelli company vehicle

Address/Phone Number or **Retailer/Wholesaler** Fireworks to Be Purchased From: \_\_\_\_\_  
Zambelli Fireworks Mfg., 120 Marshall Dr., Warrendale, PA 15086

Name of **Company or Individual** Supervising Display Joe Godspelt  
Please attach a complete **RESUME** of the Operator's Experience (or License)

Number of Assistants TBD Date September 20, 2010 Time of Display Approx. 7:30PM - 7:45PM  
(Beginning & Ending) **A.M. / P.M.**

\*\*Exact Location (**INCLUDING DIAGRAM**) of Display Franklin Precision, 3220 Bowling Green Road  
(Street) (City) (County)

Fire Department Having Jurisdiction Franklin - Simpson Fire Rescue  
Address 401 Macedonia Road, Franklin, KY Phone Number (273) 586.3551

The proposed display will conform with all laws of the Commonwealth of Kentucky and applicant agrees to comply with the standards as set forth in **NFPA 1123** (current edition).

John Greer Project Manager (R)  
Signature of Applicant John Greer  
(PLEASE SIGN & PRINT)

PERMIT IS HEREBY GRANTED PURSUANT TO KRS 227.110

[Signature]  
Signature of Fire Chief/Mayor/County Judge Executive  
(PLEASE SIGN & PRINT)

A copy of this application must be filed with the Division of Fire Prevention within **fifteen (15) days of Display**.

### **NOTICE OF APPLICANT:**

Permits are granted at the sole discretion of the Local Official having jurisdiction. This document must be completed and approved by the Fire Chief, Mayor or County Judge/Executive having jurisdiction where the **DISPLAY** is to be conducted. (A diagram must be attached to this application showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained and the location of possible overhead obstructions). Applicant shall give bond or evidence of liability insurance deemed adequate by the official to whom application for the permit is made, in a sum not less than one million dollars (\$1,000,000). KRS 227.720.

Continued on Reverse Side

**PERMITS SHALL BE GRANTED UPON COMPLIANCE WITH THE FOLLOWING PROVISIONS:**

**NEPA 1123, Table 3.1.3 Distances for Outdoor Fireworks Display Sites: Minimum Separation Distances from Mortars to Spectators for Land or Water Displays.**

Mortar Size <sup>1</sup>		Minimum Secured Diameter of Site <sup>2</sup>		Vertical Mortars <sup>3</sup>		Angled Mortars <sup>4</sup> 1/3 offset		Mortars to Special Hazards <sup>5</sup>	
in.	mm	ft	m	ft	m	ft	m	ft	m
<3	76	280	85	140	43	95	29	280	85
3	76	420	128	210	64	140	43	420	128
4	102	560	171	280	85	190	58	560	171
5	127	700	213	350	107	230	70	700	213
6	152	840	256	420	128	280	85	840	256
7	178	980	299	490	149	320	98	980	299
8	203	1120	341	560	171	370	113	1120	341
10	254	1400	427	700	213	460	140	1400	427
12	305	1680	512	840	256	560	171	1680	512

For SI Units 1 in. = 25.4mm

1. All projectiles shall be set up so that they will fire as nearly vertical as possible. Although they may be fired over water, the distances set out in the above table still apply (regarding boat traffic).
2. Aerial shells exceeding 6" or having more than a single break shall be fired only by a competent company actively engaged in the practice of performing fireworks display demonstrations.

Any fireworks that remain unfired after the display is concluded shall be immediately destroyed by the operator.

No fireworks display shall be held during any windstorm in which the wind reaches a velocity of more than **15 mph.** Extremely dry conditions may govern also. In such cases, the local Fire Chief may authorize the display to be rescheduled.

All debris resulting from any display shall be cleaned up and removed immediately by the operator at the conclusion of the display.

At least two approved Class A (water type) fire extinguishers of at least 2 1/2 gallons capacity each shall be kept at widely separated points as possible within the actual area in which the discharging is being done.

The governing body of any city/county shall require a Bond deemed adequate by them in accordance with 220.720. Licenses shall give a Bond or evidence of liability insurance deemed adequate by the official to whom application for the permit is made, in a sum not less than \$1,000,000 for all firework displays for which a permit is granted. This information is to be submitted to the Division of Fire Prevention.

**RETURN COPY TO:** Department of Housing, Buildings, and Construction  
Division of Fire Prevention  
Fireworks Registration  
101 Sea Hero Road, Suite 100  
Frankfort, Ky. 40601



Equal Opportunity Employer M/F/D



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	
	PHONE (A/C No., Ext): 727-547-3070	FAX (A/C No.): 727-367-5695
	E-MAIL ADDRESS: mkugler@alliedspecialty.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: T.H.E. Insurance Company	NAIC #: 12866
INSURED ZAMBELLI FIREWORKS MFG CO. INC., ETAL 120 Marshall Drive, Warrendale, PA 15086	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	<input checked="" type="checkbox"/>	CPP0103167-06	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0103167-06	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS	<input checked="" type="checkbox"/>	ELP0011081-06 GL Excess P & I Included	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: Y/N N/A		Coverage is afforded in the State(s) of:			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine / Hull Excess Auto		CPP0103167-06 ELP0012954-00 VL	02/01/2019 02/01/2019	02/01/2020 02/01/2020	Hull Limit \$900,000 Show Limit \$1,500,000 EA OCC & AGGREGATE \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: September 20, 2019

Rain Date: September 21, 2019 Location: 3220 Bowling Green Road

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:

GOAT Events: Franklin Precision

## CERTIFICATE HOLDER

GOAT Events, Micki McShane  
4348 N. Fm Rd. 249  
Strafford, MO 65757

Cert #516967

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Mr. Joe Codispoti**  
7801 Cooper Chapel Road  
Louisville, KY 40229

To Whom It May Concern:

Mr. Codispoti has been with our company for over thirty years. He has handled many different types of programs for us and has handled a wide range of shell sizes and various special effects including ground pieces, aerial, electrically fired and manually fired displays.

Mr. Codispoti has always handled himself in an extremely safe and courteous manner when transporting, setting up and exhibiting our fireworks programs. We are looking forward to a continued good relationship with him.

Should you have any questions or need further information, please do not hesitate to contact me.

Yours very truly,

***John G. Greer***

Project Manager  
Zambelli Fireworks  
513.478.6475  
[JohnGreer@zambellifirework.com](mailto:JohnGreer@zambellifirework.com)



(B) Nothing in this section shall apply to the killing of animals:

- (1) Pursuant to a license to hunt, fish or trap;
- (2) Incident to the processing as food or for other commercial purposes;
- (3) For humane purposes; or
- (4) For any other purpose authorized by law.

(C) Cruelty to animals is a Class A misdemeanor.  
(KRS 5 25.130)  
(1980 Code, § 1020.19-2)

#### § 130.04 EXPLOSIVE SUBSTANCES.

Any person who shall store or keep within the city any dynamite or other highly explosive substance commonly used in blasting, shall be guilty of a misdemeanor and, upon conviction, shall be fined not less than \$10 nor more than \$25. The continuance of the storage for 12 consecutive hours shall constitute a separate offense.  
(1980 Code, § 1020.20-2)

#### § 130.05 POSTERS ON UTILITY POLES.

Any person who shall nail, tack, paste or place in any manner whatsoever, bills, posters or advertisements upon any telephone or utility poles shall, upon conviction, be fined not less than \$10 or more than \$100 for each offense.  
(1980 Code, § 1020.20-4)

#### § 130.06 BONFIRES.

(A) No person shall kindle or maintain a bonfire, or burn trash, lumber, leaves, straw or other combustible materials in any street or alley, or on any premises or vacant lot, unless the burning is done in

covered receptacles of not more than one and one-quarter inch wire mesh, or of metal.

(B) The Chief of the Fire Department may issue a general permit, by publication, during seasons of the year, for the burning of leaves or other like materials outside the receptacles.

(C) All burning of materials permitted herein shall be conducted on still days, during day-light, with an adult in constant attendance, and shall be done in a location at least 25 feet from any building or structure, and where standing grass or weeds will not communicate fire to nearby property.  
(1980 Code, § 1020.20-5)

#### § 130.07 FIREWORKS.

(A) The use or sale of any firecrackers, skyrocketers, or any other explosives ordinarily known and referred to as "fireworks" or "consumer fireworks" (as those terms are defined in KRS Chapter 227) are prohibited except as set forth herein or in the "Gross Receipts License Fee Ordinance" (Chapter 114 of this code).

(B) "Fireworks" or "consumer fireworks" (as those terms are defined in KRS Chapter 227) shall not be fired, exploded, or used in the city limits, except as follows:

(1) "Fireworks" or "consumer fireworks" (as those terms are defined in KRS Chapter 227) may be used, fired or exploded on July 3 and July 4 of each year between the hours of 10:00 a.m. and 12:00 midnight.

(2) Notwithstanding any provision herein to the contrary, and regardless of the day of the week on which the Fourth of July falls, persons are allowed to use, fire or explode fireworks on any other date specifically named or designated by the City Commission as the date to celebrate the Fourth of July festivities, if other than the actual date of July 4th. In addition, the City Commission may approve, by motion or executive order, the use, firing or exploding

of fireworks at other times and for other holidays or events as they deem appropriate.

(Ord. 1020.30-5-2011, passed 5-9-2011; Ord. 1020.30-6-2011, passed 6-13-2011)

### § 130.08 WEARING OF HOODS AND MASKS.

(A) *Definitions.* For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

**PUBLIC PLACE.** All walks, alleys, streets, boulevards, avenues, lanes, roads, highways or other ways or thoroughfares dedicated to public use or owned or maintained by public authority; all grounds and buildings owned, leased or operated for the use of organizations enjoying all tax-exempt privileges as a charitable use.

(B) *Wearing hoods or masks in a public place.* No person or persons shall, while wearing any hood, mask, or device whereby a substantial portion of the face is hidden or covered so as to conceal the identity of the wearer, enter, be or appear in any public place within the city.

(C) *Exemptions.* The following are exempted from the provisions of division (B) above:

- (1) Any person under 12 years of age;
- (2) Any person wearing traditional holiday costumes in season;
- (3) Any person using masks in theatrical productions including use in mask gas celebrations and masquerade balls;
- (4) Any person lawfully engaged in trades or employment or in a sporting activity where a mask or facial covering is worn for the purpose of ensuring the physical safety of the wearer, or because of the nature of the occupation, trade or professional or sporting activity;
- (5) Any person wearing a gas mask in drills, exercises or emergencies;

(6) Any person wearing a mask for protection against inclement weather; and

(7) Any person wearing a mask because of any illness, allergy or on the advice of his or her physician.

(Ord. 1020.21, passed 12-16-1981) Penalty, see § 130.99

### § 130.09 OFFENSES AGAINST JUSTICE.

(A) *Definitions pertaining to offenses against justice.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**JUROR.** A person who is a member of any impaneled jury, including a grand jury, and includes any person who has been drawn or summoned to attend as a prospective juror.

**MATERIAL FALSE STATEMENT.** Any false statement, regardless of its admissibility under the rules of evidence which could have affected the outcome of the proceeding. Whether a falsification is material in a given factual situation is a question of law.

**OATH.** An affirmation or other legally authorized manner of attesting to the truth of a statement. A written statement shall be treated as if made under *OATH* when:

(a) The statement was made on or pursuant to a form bearing notice, authorized by law, that false statements made there in are punishable; or

(b) The document recites that the statement was made under oath, and:

1. The declarant was aware of such recitation at the time he or she made the statement;

2. The declarant intended that the statement be represented as sworn; and