04-ZMA-009-A

APPLICATION FORM

ZONING MAP AMENDMENT
BOONE COUNTY PLANNING COMMISSION

RECEIVED
JAN 20 2004
BOONE COUNTY PLANNING COMMISSION

(See Boone County Zoning Regulations)

SECTION A (To be completed by applicant)

1. Name of Project Union Terrace
2. Location of Project U.S. Hwy 42
3. Total Acreage of Site 15 +/- Acres / 13.88 acres
4. Current Zoning of Site UC, UNO, RSE / UTO
5. Proposed Zoning (Classification being requested) UC / PD Overlay & UR-1/PD PER APPLICANTS AMENDMENT
6. Proposed Uses (please specify each use) Restaurant, Bank, Daycare, Retail Strip Center, Office Condominiums, Residential Condominiums, Drug Stores.
7. Names of Applicant(s) Triangle Design Group
   Phone Number 859-342-7333 Fax No. 859-342-6080
8. Address of Applicant(s) 495 Erlanger Rd
   Erlanger (City) Ky (State) 41018 (Zip)
9. Name of Property Owner(s) Kenneth & Joyce Bowman, William H. White
   Phone Number 513-619-2514 Fax No.
10. Address of Property Owner(s) 8902 US Hwy 42 & 8908 U.S. Hwy 42
    Boone County, Ky 41042
    City State Zip
11. Proposed Building Intensities (please specify) Residential 12 Units per Acre Max - Commercial 15,000 ft² per Acre Max
12. Are there any existing buildings on the site? Yes
    How many? 2
13. Deed Book 575 / 322 Page No. 4-12 / 241 Group No. 2038B
14. Are you also applying for:
    No Conditional Use Permit
    No Dimensional Variance
15. Have you submitted a Concept Development Plan? Yes
16. Have you had a pre-application meeting with BCPC Staff? yes
17. Please check the following organizations/agencies which you have discussed the proposed development within the last several months:

    ___ Boone County Water District
    X Florence Water and Sewer Dept.
    ___ Cinergy/U.L.H.&P. Co.
    ___ Sanitation District #1
    ___ Cincinnati Bell
    ___ Owen County Rural Electric
    ___ Boone County Public Works Department
    X Kentucky Transportation Cabinet
    X City of Florence Public Services Department
    ___ Boone County Building Department

575/4 - Bowman - 8902
322/241 - White - 8908

~~5/a 5/1~~

(over)

EXHIBIT
"A"

STAFF REPORT

Request of **Triangle Design Group (applicant)** for **Kenneth Bowman, Joyce Bowman, and William H. White (owners)** for a Zoning Map Amendment from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, all for 13.88 acres located at 8902 and 8908 US 42, Boone County, Kentucky. The request is for a zone change to allow commercial and office uses, and residential condominiums.

February 25, 2004

REQUEST

This is an application for a Zoning Map Amendment from RS/UTO, UC, and UNO to UR-1/PD for approximately 5.2 acres of the site, and to UC/PD for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence. The property is a 13.88 acre site located on the north side of US 42 at 8902 and 8908 US 42, across the street from the Boone County Library, Scheben Branch.

The submitted Concept Development Plan shows a public street which connects to US 42 at the Braxton Drive intersection. This street runs along the eastern-most boundary of the site, makes a ninety-degree curve, and then runs to the western-most boundary in an east/west manner. Street trees and landscaped medians are proposed along the street, and a sidewalk is proposed along a portion of one side. A "passive park" and a detention basin are proposed along the north side of the eastern section of the street (along the south side of the Farmview lots on Northfield Drive).

The following four commercial outlots are proposed along the south side of the proposed street.

Lot 1: A 1.7 acre lot that is proposed for an approximate 15,000 square foot retail pharmacy (one story).

Lot 2: A 1.0 acre lot that is proposed for an approximate 4,000 square foot drive-through fast food style restaurant (one story).

Lot 3A: A 0.78 acre lot that is proposed for an approximate 3,500 square foot drive-through bank (note - a revised plan was submitted which switched the proposed uses for lots 3A and 3B with another, thus the plan does not correspond to the submitted narrative in this regard).

Lot 3B: A 1.5 acre lot that is proposed for a two story multi-tenant building. The first floor would range between 7,000 and 8,500 square feet in size and is proposed for general retail. The second floor would range between 5,000 and 6,500 square feet and is proposed for office.

A landscape perimeter is proposed around the four lot combination, and smaller landscape areas are proposed between and within the individual lots. A vehicular connection labeled as "future frontage road by KTC" is shown in the southwest corner of property near US 42. Vehicular and pedestrian connections between the four lots are "subject to grades." The Concept Development Plan illustrates that the four buildings will be setback between approximately 140 feet and 160 feet from the US 42 right-of-way.

Two commercial sites are proposed along the north side of the proposed street. The eastern site is a 0.75 acre lot for an approximate 7,000 square foot, one story building proposed for day care, office, and/or general commercial uses. The western site is a 0.75 acre lot for an approximate 12,000 square foot, two story building (6,000 sf. per level) for general commercial or office condominiums. One access point is proposed along the north side of the proposed street which would be shared by these two commercial buildings and the proposed residential condominiums.

The northern-most section of the site is for residential condominiums. The application materials describe the buildings as "residential style towne homes/garden flats." Based on the proposed density of twelve units per acre that is stated on the application form, a maximum of 62 units are permitted. The buildings are two story structures based on the front elevations. A total of nine residential buildings are proposed - seven of the structures are proposed around the perimeter of the site and two are placed within the interior. Two open "lawn" spaces are proposed within the vehicular areas, a detention basin is proposed in the northwest corner of the site, and a landscape perimeter is proposed around this phase (30' width adjoining Farmview Subdivision to the north and east, and approximately 13' at the narrowest point is proposed along the west property line). Interior landscape islands and peninsulas are distributed through the vehicular area.

Proposed architectural guidelines, photos of representative buildings, and an illustrative elevation for the proposed two story commercial building (lot 3B on revised plan) are attached. Other than the generalized landscaping concept shown on the original plan and general guidelines, a definitive landscape proposal has not been provided. In addition to general signage guidelines, an overall freestanding project identification sign and a freestanding sign for each of the four outlots have been proposed (five total). The guidelines state that these signs shall be "ground mounted" and "not have a gross area of more than eighty (80) square feet and shall not exceed ten feet (10') in height and shall be connected to the ground along the base length." Public water and sanitary sewer will be available from the City of Florence upon annexation.

SITE HISTORY

The current RS/UTO, UC, and UNO zones which apply to the site were adopted as part of the Union Town Plan in 2000.

ADJACENT LAND USES AND ZONING

The land uses and zoning adjacent to the site include the following.

A. The Boone County Library Scheben Branch and a retail center (Union Village) are located across US 42 to the south and southeast (C-2/PD). An undeveloped tract is located across US 42 to the south and southwest (UNO).

B. An undeveloped tract is located immediately to the east (UC) and an office building is located further to the east, near the US 42/Farmview Drive intersection (O-1).

C. A subdivision of detached single family residences (Farmview) is proposed to the north of the eastern portion of the site, and to the north and east of the northern portion of the site (SR-1/PD).

D. Several detached single family residences on acreage lots are located to the west and southwest along the north side of US 42, and to the northwest along Fowler Creek Road (RS/UTO, RSE/UTO, RS, and RSE). The construction of an electrical substation is pending on the adjoining tract to the west.

SITE CHARACTERISTICS

The site is an L shaped tract which contains 13.88 acres. The lot has approximately 725 feet of frontage on US 42 and fronts near the point where new US 42 will split from the existing road. The site contains two single family residences, an abandoned "roadside" style motel, and two outbuildings adjoining the western most residence. Tree lines exist along the common property lines with Farmview Subdivision, a row of large diameter hardwood trees is located behind the motel building, and there is second generation tree cover in the eastern-most part of the site and in the northwestern portion of the site, although the site is predominately grassed/pasture areas. An electric transmission line runs along the west boundary of the site on the adjoining lot. The elevation difference on the site is approximately 42 feet, with the high point being a plateau area between the motel building and the adjoining residence (approximate el. 892) and the low point being at the northwest corner of the lot (approximately el. 850); a relatively steep slope exists along the majority of the US 42 frontage. Soil types on the site include Rossmoyne silt loam (RsB, RsC) and Faywood silty clay (FdD3). Public water and sanitary sewer exists in Farmview Subdivision and along US 42.

RELATIONSHIP TO COMPREHENSIVE PLAN

The 2000 Boone County Comprehensive Plan's Future Land Use Map designates the southern portion of the site along US 42 as Commercial (C) and the northern portion of the site as Suburban Residential (SR). The Commercial designation is described as "retail, corporate and professional office, interchange commercial, indoor commercial recreation, restaurants, services, etc." The Suburban Residential designation is described as "single family housing of up to four units per acre. This classification also includes any low density or estate residential developed as a formal subdivision."

The Land Use Element text makes the following statements that relate to the overall area.

A. Commercial development in the U.S. 42, Pleasant Valley Road intersection area should be of a local, rather than a regional scale, and should incorporate the reconstruction of Old Toll Road for use as an access road. Access Management at the intersection of U.S. 42 and Pleasant Valley should include access roads to serve commercial developments. Mixed-use development, that has commercial uses focused along U.S. 42 and that has varying types of residential uses, should occur to the southwest of this intersection on both sides of U.S. 42. The intensities of these commercial uses, in terms of building intensities, the size and style of individual structures, and the range of uses permitted, should begin with a broader range of commercial uses near the intersection and gradually decline to smaller-scaled office and institutional uses in the vicinity of Farmview Subdivision and the Florence/Union corporate boundary. Further, creative building layout and orientation should be used in lieu of strip-style commercial development, and Planned Development Overlay Districts should be utilized. Farmview Subdivision should continue to develop in a High Suburban Density Residential manner. All development in this area should be viewed as part of an entryway to both the Cities of Florence and Union ("Pleasant Valley - West Florence Area," pg. 164).

B. This section of Boone County contains the City of Union and a substantial portion of Hathaway Road and U.S. 42. In general, this section should experience considerable residential growth due to Union's current residential nature, growth associated with the City of Florence, and proposed improvements to U.S. 42. For these reasons, the 2000 Union Town Plan was prepared by the Boone County Planning Commission, City of Union, and Boone County Fiscal Court. The plan's recommendations are shown on the 2025 Future Land Use Map and also affect the Boone County Zoning Regulations ("Union Area," pg. 164).

C. Neighborhood-oriented commercial uses may be provided along U.S. 42 between Farmview Subdivision and the Union city center in the form of small-scale nodes that are focused upon existing and future road intersections; regional retail uses are not appropriate in the U.S. 42 corridor. The physical development of these commercial nodes should be reflective of the existing rural environment and should

include such elements as vernacular influenced architectural treatments, site planning arrangements reflective of the farmsteads in the area, parking areas situated at the sides and rear of buildings, tree lines along side property lines, and post and rail fencing. Residential subdivisions in this area should be cluster form so that the open space areas and pastures along U.S. 42 are maintained; density bonuses are encouraged for residential subdivisions in this area to accomplish this purpose. The new alignment of U.S. 42 offers a unique opportunity to prepare a model plan of a Transit Oriented Development (TOD) for the new corridor. This Comprehensive Plan recommends that such a specific area plan, that includes design review procedures, be explored for the U.S. 42 corridor between Farmview Subdivision and the south end of the Union city center within a few years of this Plan's adoption (quotation from the 1995 Comprehensive Plan in the "Union Area" section of current plan, pg. 165).

The Land Use Element provides the following general comments that relate to the proposal.

A. Developments in Boone County should begin with an assessment of the existing site features to determine positive and useful attributes, as well as features which should or can be preserved. Development design should incorporate the use of these attributes for the benefit of the development and the County as a whole, rather than leveling an entire site to meet a pre-conceived project design. Development plans should identify such areas, and delineate disturb limits to protect those areas that have been defined ("Utilization of Existing Vegetation and Topography," pg. 158).

B. Developments in Boone County must recognize the potential impacts upon adjoining land uses and incorporate a transition of land uses, building setbacks, and/or landscaping to minimize these impacts. Potential impacts include visual, noise or vibrations, odors, dust, smoke, and light. Buffering to mitigate these impacts should be an integral part of the design of proposed projects; existing site features should be used in meeting this guideline. Developments should provide buffering along public roadways, to soften the visual impact. Appropriate wooded areas and stream valleys should remain as greenbelts and open space within developments and between developments. Developments proposed adjacent to planned or established greenbelts should provide pedestrian access where appropriate ("Buffering," pg. 159).

C. Developments in Boone County must include landscaping to accompany the proposed project. This landscaping should be designed to improve the public view of a development, and should be incorporated into parking lots and other vehicle circulation areas as well as within open spaces and around structures. Landscaping is intended to minimize the visual impacts of the development from adjoining properties and roadways . . .

Developments along major roadways in Boone County must include landscaping and/or the use of berms between the development and the right-of-way in order to promote the aesthetic appearance from the roads and to facilitate the compatibility of differing uses ("Landscaping," pg. 159).

D. Developments in Boone County must recognize the potential impacts of associated traffic on adjoining properties and transportation systems. The need exists to protect the capacity of the existing roadway network, and to plan improvements to accommodate new development and travel patterns. Access management provisions include the coordination of curb cuts, adequate corner clearance and site distance for access points, adequate space between access points, shared access points and parking facilities, and provisions for access connections to adjoining properties, and dedication of public right-of-way. In subdividing property, arterials or collectors should not be used for direct access to lots, rather a system of local streets should feed into the collector and arterial system ("Access Management," pg. 159).

E. Developments in Boone County must be designed, where appropriate, to improve the County's transportation network system of roadway classification and function must be used in the planning for and designing of new developments. Collector roadways should be extended and developed to provide for the safe movement of traffic through and between subdivisions. Development along existing arterials and collector roadways should not have direct driveway access, but be served by a local street. Appropriate road connections should be constructed to provide alternate routes for traffic to and through specific projects and to enhance the capacity of existing streets. The traditional grid system can provide an alternative to typical suburban design. Parallel and frontage roads should be used to minimize impacts of individual sites on collector and arterial roadways. Appropriate pedestrian networks should be incorporated into the design of developments which will generate or experience significant pedestrian use. These networks should not only provide internal paths, but should provide connections to adjoining uses where appropriate. Public open space and recreation sites should be connected by bicycle and pedestrian paths where appropriate ("Transportation and Pedestrian Network," pp. 159 and 160).

F. Developments in Boone County should give consideration to the overall design of the area. Design should be a primary concern at the early stages of the development, with an emphasis on the aesthetic impact of the proposed use. The minimal use of signs is encouraged; signage should be adequate to identify a specific development, but should not be used as a means to compete for motorist attention . . .

> Neo-traditional residential and commercial development should be encouraged to provide quality development that blends with the natural or historic character of parts of Boone County . . .
>
> The proper application of these guidelines help, in part, to achieve an overall objective of this Comprehensive Plan. This goal states that proper future growth management for Boone County is implemented. As a minimum, proper design and development must include the consideration and application of the above guidelines ("Designs, Signs, and Historic Preservation," pg. 160).

The Population Element outlines population projections based on the Ohio-Kentucky-Indiana Regional Council of Government's (OKI) transportation analysis zones. The population for the zone in question (889) is expected to increase from 5,229 in the year 2000 to 9,772 in 2010, and to 12,455 in 2020 (pp. 27-30).

The Business Activity Element provides the following statements that relate to the general area.

A. Many problems with the location and arrangement of commercial uses have emerged, especially along the KY 18 and U.S. 42 corridors. Commercial developments along KY18 and U.S. 42 west of Mall Road should not be regionally oriented nor should they attract additional traffic, but rather be served by the existing or future population of the area ("Areas of Future Commercial Activity," pg. 70).

B. The land surrounding the U.S. 42 area, southwest of Florence, will experience additional commercial growth toward the City of Union, but should be done on a smaller scale to mitigate any adverse impacts and to be compatible with surrounding land uses and densities. The U.S. 42 corridor toward Union will have a mixture of commercial, office, institutional, public facility and residential uses. As defined by the 2000 Union Town Plan, commercial development should occur in neighborhood business district form instead of strip style commercial ("Areas of Future Commercial Activity," pg. 70).

C. Commercial developments that occur in the KY 18 and U.S. 42 corridors should be limited in scale (e.g. building, intensity, use, etc.) and clustered to serve growing residential neighborhoods. Planned Unit Developments should be encouraged so that commercial construction is incorporated within new residential areas. These commercial clusters should not function as an extension of Florence and Mall Road, but as a distinct unit serving the Burlington and Union areas ("Areas of Future Commercial Activity," pg. 70).

The Housing Element makes the following remarks which relate to the proposal or general area.

A. Although single-family homes are by far the most numerous, they are decreasing in their percentage of total Boone County housing. Most new construction of single-family housing will take place on the outer rings of growth. The Union area has a high percentage of single-family housing. Seventy- six percent of all units in Union were constructed between 1970 and 1990. Large lot areas, including Union, will see multi-family construction, although this higher density development should occur close to highway arterials and urban services, and be sensitively developed in terms of building height, setbacks, mass, and visual impact. Throughout Boone County, high density developments should be close to thoroughfares to achieve a gradation of densities and land uses outlined in the Future Land Use Plan ("Housing Types," pg. 82).

B. Multi-family housing developments should have convenient access to commercial districts or should provide their own supporting commercial uses. The developments should be designed to offer the shortest trips to the most people. High density residential developments help to hold down the cost of individual units due to many variables including lower land cost per unit, lower land development cost and building unit costs per unit. Clustering of the dwelling units allows this by requiring less site work and utility construction. This provides a supply of affordable housing for county residents ("Housing Types, pg. 82).

C. High density residential areas should be located sufficiently near and with convenient access to major streets, highways, and shopping and public facilities. A progression of densities of residential uses from high (multi-family) to low (single family) shall be encouraged. Where traditional progressions of high to low net density are not possible, an appropriate and attractive visual transition should be achieved. This could include existing vegetation or new landscaping and/or fencing. Existing vegetation (such as wooded fence rows) should be retained as much as possible to provide buffer strips. This serves a dual purpose in that woodland is becoming relatively scarce in the eastern uplands of the county, and these areas buffer different land uses. Housing densities should vary within the established developed areas, which is in agreement with the objective of land use selection based on housing densities rather than housing types. In order to support the densities needed to sustain mass transit (as proposed in OKI's Looking Ahead: 2020 Metropolitan Plan), and to foster new affordable housing options, average minimum densities shall be encouraged for mixed-use, planned developments. This would allow a variety of housing types but also enable a logical progression of intensities. The highest residential densities would be in the activity centers of these mixed-use developments. These activity centers would also include neighborhood commercial, employment, and public uses, as well as transit stations or stops ("Housing Densities," pg. 84).

E. The areas of greatest projected population growth are in the Florence-Richwood-Union-Burlington area, south along I-75, and in the Hebron-North River area. The western and southern sections of Boone County are projected to experience less population growth, thus, less of a housing need . . .

Residential development should occur near established urban or suburban areas, as opposed to leapfrogging to isolated areas, such as the western portion of the county ("Residential Areas," pg. 87).

F. The factors that will help fuel growth in this area include the improvements (expand from two to five lanes) of U.S. 42 from Florence to the new Ryle High School and Gray Middle School near Frogtown Road; the extension of water and sanitary sewer lines; access to the interstate highway system and the vast amount of developable land. The Union Town Plan sets the stage for development in this area when the new U.S. 42 is constructed around the year 2002, and sanitary sewer becomes widely available around the year 2006. Areas west and south of the Union Town Plan area, along U.S. 42, Hathaway Road, and Longbranch Road contain an existing agricultural, horse farm and estate residential character. Planning efforts, such as the Union Town Plan should be conducted in these areas. Street connections between developments and to arterials are critical in this central part of Boone County. The connections shown in the Union Town Plan need to be continued outside the study area to the next logical properties and arterial roadways ("Union-West Florence Area," pg. 88).

The 2000 Boone County Comprehensive Plan Goals and Objectives include the following pertinent statements.

A. Development issues shall be viewed in terms of promoting overall quality of life. Mixing of residential and other land uses shall be encouraged, within appropriately planned and designed neighborhood developments ("Overall," Objective 2).

B. Proper design principles shall be applied in development ("Overall," Objective 3).

C. Future growth shall be accompanied by adequate infrastructure and services. Existing infrastructure and services shall be maintained or improved as needed ("Overall," Objective 4).

D. Boone County shall strive to achieve both a diversity and balance in land use ("Overall," Objective 6).

E. The needs of Boone County's population base are measured and fulfilled through the provision of orderly growth ("Population," Goal).

F. New development or redevelopment within Boone County is designed, constructed and operated in such a way that the quality of the existing physical environment and social environment are protected and enhanced. Development within Boone County preserves and promotes a better quality of life ("Environment," Goal).

G. New development or redevelopment shall attempt to design sites utilizing existing topography and vegetation, and encourage preservation of the existing character of the land. New development shall be designed in harmony with the physical environment in such a way that each site's existing physical assets are used. Residential development design in particular shall minimize grading work as opposed to clearing the entire site, without unduly restricting the development. Existing trees and pasture land shall be evaluated during the design and construction process as a visual and economic benefit to the community ("Environment," Physical Objective 2).

H. Existing vegetation shall be considered as both an important site characteristic and a community resource ("Environment," Social Objective 4).

I. Boone County businesses are developed in appropriate locations and are compatible with their surrounding areas ("Business Activity," Goal).

J. Compact, efficient development patterns shall be encouraged for business districts (e.g. industrial, commercial and office) with appropriately sized and well maintained buffer spaces between the business use and other land usage ("Business Activity," Overall Objective).

K. Commercial uses shall be limited to strategic locations serving trade areas and neighborhood needs and shall have safe and effective access and ample parking space ("Business Activity," Commercial [Retail and Office] Objective 1).

L. The large scale mixing of commercial and non-commercial uses shall occur in planned developments or in areas where consideration has been given to assure compatibility with surrounding land uses. The location of large scale commercial uses shall take into consideration existing or planned infrastructure conditions so as to protect the existing and future population and businesses. Small scale mixing of commercial uses within residential areas shall be carefully assessed and properly placed so as to enhance the neighborhood . . . ("Business Activity," Commercial [Retail and Office] Objective 2).

M. A broad range of housing opportunities shall be provided which meet the needs and desires for all household types ("Housing," Objective 1).

N. Housing supply in Boone County shall be balanced against present and planned commercial, industrial and education bases. Primary and Secondary education capacity shall be a component of housing development review ("Housing," Objective 4).

O. In order to offer the citizens of Boone County maximum choice in living environment, residential development shall be judged primarily on density, impact on infrastructure, and development design with only secondary consideration given to the type of dwelling unit ("Housing," Objective 5).

P. Residential developments shall be encouraged to plan and build in a manner which is compatible not only with the general housing density and design planned for the area but also with the existing conditions of the site, including the suitability of adjoining lands for appropriate access, and significant site features ("Housing," Objective 13).

Q. New connector streets shall be developed where needed and feasible thus lessening the total dependence on arterial, collector, and local streets. Existing connector streets shall be improved where needed ("Transportation," 2nd Goal, Objective 2).

R. Proper access to adjoining property shall be provided and/or retained when a property develops or redevelops ("Transportation," 2nd Goal, Objective 3).

RELATIONSHIP TO UNION TOWN PLAN

The text of the Union Town Plan ("Relationship to the Boone County Comprehensive Plan," pg. 2) states that it was "drafted to help further define the Comprehensive Plan for this important Study Area. It does not replace the Comprehensive Plan, but is designed to be a furtherance of the Comprehensive Plan's recommendations."

The 2000 Union Town Land Use Plan Map designates the site for three different land uses. Slightly more than the eastern one half of the southern portion of the site (US 42 frontage area south of Northfield Drive that includes the motel building) is designated for Commercial uses; this area is zoned UC. The remaining portion of the US 42 frontage area that includes the two existing residences is designated for Office uses; this area is zoned UNO (note - general office uses are included the broader "Commercial" designation on the Comprehensive Plan's Future Land Use Map). The northern portion of the site is planned for Single Family Detached uses, which permits 2.2 dwelling units per acre as a matter of right and 4.0 dwelling units per acre if the Union Town Plan neotraditional design standards are met; this area is zoned RS/UTO. The Union Town Land Use Plan Map illustrates a conceptual connector street in the same general alignment as the street shown on the Concept Development Plan.

STAFF COMMENTS

1. First, the Planning Commission and City Council will need to consider the Comprehensive Plan as it relates to this request. In addition to the Comprehensive Plan document itself, the Union Town Plan will need to be considered in the context of the Future Land Use Map and Land Use Element, which states "the (Union Town) plan's recommendations are shown on the 2025 Future Land Use Map." As discussed previously, the Future Land Use Map designates respective portions of the site for Commercial and Suburban Residential uses. The Union Town Land Use Plan Map designates the various parts of the site for Commercial, Office, and Suburban Residential uses. The two land use plan maps are consistent with one another based on the terminology used within each document (i.e., the "Office" designation in the Union Town Plan fits within the broader "Commercial" classification in the Comprehensive Plan). As the Union Town Plan is both a planning document and a zoning document, the zoning that was created through it was designed to directly implement said plan.

   Where the Future Land Use Map designates Suburban Residential uses (single family housing of up to four units per acre), attached housing of up to twelve units per acre are proposed. While there is an obvious difference in density between the Future Land Use Map and the Concept Development Plan, the Housing Element discusses the objective of providing transitional land uses and gradations of land uses, as well as the need to site "high" density housing near major thoroughfares, existing infrastructure, and convenient access to commercial uses. Additionally, the two commercial/office sites which are located on the north side of the proposed street extend somewhat into the Suburban Residential area - the governing bodies will need to determine how strictly the Suburban Residential/Commercial boundary should be construed.

   The Comprehensive Plan text discusses the area in some detail. The Land Use Element states "the intensities of these commercial uses, in terms of building intensities, the size and style of individual structures, and the range of uses permitted, should begin with a broader range of commercial uses near the intersection (U.S. 42/Pleasant Valley Road) and gradually decline to smaller-scaled office and institutional uses in the vicinity of Farmview Subdivision and the Florence/Union corporate boundary. Further, creative building layout and orientation should be used in lieu of strip-style commercial development, and Planned Development Overlay Districts should be utilized."

Key to this discussion is whether the proposal involves the "smaller-scaled office and institutional uses" and whether a high quality site arrangement has been offered. This issue is especially important when considering that the most visible aspect of the proposal is four distinctly separate commercial outlots with large building setbacks, a substantial amount of parking between the buildings and US 42, an abundance of pavement overall, and seemingly little interrelationship between the lots - the staff comments outlined below further detail these issues. These basic points are reinforced by the Business Activity Element which notes "as defined by the 2000 Union Town Plan, commercial development should occur in neighborhood business district form instead of strip style commercial" and "commercial developments that occur in the KY 18 and U.S. 42 corridors should be limited in scale (e.g. building, intensity, use, etc.) and clustered to serve growing residential neighborhoods. Planned Unit Developments should be encouraged so that commercial construction is incorporated within new residential areas." Further, the Population Element forecasts a substantial increase in population for the traffic zone in question, although the population forecast is for the zone at large and should not, in and of itself, be construed to endorse a particular land use or density on a specific parcel.

In short, the Comprehensive Plan and Union Town Plan do plan for growth for this site and the general area. The fundamental question is whether it is the type(s) and manner of growth indicated in this proposal - the governing bodies will need to consider the entirety of the Comprehensive Plan, which has substantial quotes cited in this report. The governing bodies will also need to consider whether the current zoning is inappropriate and the proposed zoning is appropriate, and whether there have been changes of an economic, physical, or social nature not anticipated in the comprehensive plan that substantially alter the area's character. The pending substation on the adjoining property to the west should be considered relative to the appropriateness/inappropriateness of the existing and proposed zoning, particularly for the residential phase of the project.

2. Section 2540 "Design Requirements for UTC, UC, and UNO Zoning Districts" outlines specific standards for developments within the UC zone, although such standards can be varied in the PD overlay zone pursuant to Section 1500 "Intent" (Planned Development District). Staff offers the following comments regarding the proposed UC/PD area's compliance with these requirements.

1. Setbacks: This section requires minimum and maximum front yard setbacks of 10 feet and 50 feet respectively, in addition to minimum side and rear setbacks. The Union Town Land Use Plan Map notes a 30 foot minimum building setback along this section of US 42. The front yard setbacks for the four outlots along US 42 range between approximately 140 feet and 160 feet, thus substantially deviating from the intended result of siting the buildings in close proximity to the road, similar to the public library and the Blockbuster Video buildings across US 42.

2. Height: This section requires a maximum building height of 50 feet. Although specific building heights have not outlined, this standard can be readily met by the proposed one and two story buildings.

3. Impervious Space: This standard does not allow more than 80 percent of a site to be covered with impervious area, and requires the remaining 20 percent to be landscaped or kept in its natural state. Although calculations have not been provided, Staff seriously questions whether this requirement has been met. A redesign of the project in which the four outlot users were combined into more of an integral project with some shared parking versus four distinctly unrelated units would likely yield better compliance with the intent of this requirement, as well as better assure compliance with the vehicular use area ("VUA") landscaping required by Article 36.

4. Interior Open Space: This section pertains to pedestrian/bike connections, civic/public space, landscaped entryways, and a pedestrian/bike path. Staff's conclusion is that these requirements have been reasonably met by the submitted Concept Development Plan.

5. Utilities: This standard requires all utilities to be placed underground and utility boxes that are visible along US 42 to be screened. This is a standard which must be met when detailed construction plans are submitted.

6. Building Orientation: This standard requires the commercial buildings to be oriented toward US 42 and any drive-through facilities (such as for the proposed bank or fast food restaurant) to be located on the side or rear building facades. All of the proposed commercial buildings are oriented toward US 42 and based on the schematic information provided, the drive-through facilities appear to be located at the side and rear of the respective buildings. Drive-through facilities are also subject to the requirements in Section 3155 "Drive-Through Facilities."

7. Fences: This standard states that a post and rail, horse-style fence "must" be provided in the front yard setback. Such a fence is not indicated in the application materials, but must be provided unless it is specifically waived through the Concept Development Plan process.

8. Architecture: This requirement outlines architectural standards that are to be used by the Planning Commission's Technical/Design Review Committee in evaluating proposals in the UC zone. Specific topics for review are also provided in Section 2550 "Technical/Design Review Committee." The Concept Development Plan includes general architectural guidelines, an illustrative elevation of the two story building proposed for lot 3B, and photos of example structures and site furniture. The submitted guidelines in and of themselves are too general to provide

a clear idea of the intended design "product," and the photos are somewhat random leaving the same result. However, the written guidelines coupled with the illustrative elevation would provide building designs which include natural colored brick with arched lintels, defined storefronts at ground level, and sufficient architectural detailing that would avoid a "plain box" appearance. Although the resulting designs may not be a true vernacular in an academic sense, they would convey a regional flavor and would relate to (though not replicate) the buildings in the Union Village development across US 42 and the office building to the east. It is staff's view that coupling the written guidelines with the illustrative elevation as the basic model or vignette would fulfill the architectural requirements of both Section 2540 and Section 1514, #7 (PD overlay zone architecture standards) provided that the requirements of subsection "c" dealing with building entrances on "the primary street with an equally defined rear entry from the parking area" have been met and the potential mansard style roofs mentioned in the guidelines are integrally constructed as part of the overall structure versus portraying a "stage set" type of appearance. The photos could be used as examples as well, provided which specific aspects of these other projects that were to be "borrowed" were clearly defined.

9. Streetscape and Improvements: This section describes requirements pertaining to street connections, street trees, sidewalks, parking requirements, bicycle racks, street lights, street furniture, and internal driveway connections. First, a public street connection to the adjoining property to the west is proposed; this road is shown on the Union Town Land Use Plan Map. An additional connection labeled "future frontage road by KTC" is shown in the southwest corner of the site adjoining US 42, although staff questions the safety of, and motorists ability to navigate, the connection based on the geometrics shown on the Concept Development Plan (this is part of a larger discussion on circulation outlined below). Subsection "h" requires the parking lots to be interconnected. The Concept Development Plan notes that "vehicular & pedestrian connection between lots subject to grades." It is staff's view that this caveat is partially a result of the overall design approach of the outlots (i.e., four adjoining yet independent developments which do not have a tangible interrelationship with one another, although there are legitimate grading/slope issues with this site).

Second, street trees are shown on the original Concept Development Plan submitted (no trees are shown on the revised version), although it is not clear which requirements these trees are intended to fulfill (i.e., are they intended to fulfill the street tree/right-of-way planting requirements, to substitute street frontage landscaping normally required on each lot, etc.). Staff has no issue with the basic landscaping approach provided the normally required street trees and landscaping from Article 36 are provided per code. This section also requires 5 foot wide sidewalks along both sides of the proposed street - a sidewalk is shown along a portion of one side of the street.

Third, this section requires "all parking" to "be located in the side or rear of all buildings." The four outlots have relatively substantial parking between the proposed buildings and US 42. Because this site is somewhat of a transitional area between existing commercial development and the "heart" of the Union Town Plan area, staff can reasonably agree that some parking could occur along the US 42 frontage without undermining the intent of the Union Town Plan requirements (e.g., Union Village across US 42 has parking along the road, although the transitional lots [Blockbuster Video and the public library] have the buildings sited against the road). However, as shown on the submitted Concept Development, this aspect is a primary defining feature of the project. This section also outlines minimum and maximum parking requirements. As noted and shown on the Concept Development Plan, the proposed bank has more than double the maximum permitted amount of parking.

Fourth, staff has no issue with the proposal relative to bicycle racks, street lights, and street furniture provided the applicable requirements are met at the construction stage.

2. Staff offers the following comments regarding the standards set forth in Section 1514 "Planned Development Standards" of the Boone County Zoning Regulations. Concept Development Plan proposals in Planned Developments are to be primarily evaluated against these criteria.

1. Mixed Use Development and Pedestrian Orientation: The development is mixed use in some sense (perhaps it is more of a "multi-use" development"). There is reasonable logic to the development's arrangement from a basic land use standpoint in transitioning from the more intense commercial uses along US 42, to a more office orientation in the center of the site, and then to attached residential which adjoins the existing single family detached development. This basic approach is supported by the Comprehensive Plan. Regarding a "pedestrian orientation," the four outlots have a decisive automobile orientation - one that could be remedied to some degree with a redesign of that part of the development. Otherwise, the proposal will be in reasonable compliance with this standard if the required sidewalks are provided along the public street in addition to the internal pedestrian connections required by Section 3327 "Pedestrian/ Bicycle Improvements" of the zoning regulations.

2. Compatibility of Uses: As stated above, Staff has no real issue with the basic arrangement of the proposed uses (keeping in mind that the governing bodies must still determine that the uses and their intensities/densities agree with the Comprehensive Plan). Tantamount to fulfilling this standard is the arrangement of the proposed residential condominiums and buffering along the common boundary with Farmview Subdivision. First, staff recommends that a portion of the residential

buildings be reoriented so that a "short" end adjoins Farmview Subdivision (buildings 1 and 8 in particular, and 9 if it can be reasonably accommodated). This rearrangement would likely sacrifice some of the internal open space shown on the Concept Development Plan, but would lessen the visual impact from the adjoining single family residences. A 30 foot wide buffer area is shown along the common boundaries of the northern "leg" of the development and Farmview Subdivision, except where the proposed day care adjoins the lot at the end of Northfield Drive (play area is setback approximately 10' and the building approximately 25'). The residential structures along the west property line are setback approximately 13 feet; these structures adjoin the pending electric substation site.

Staff's recommendation for buffering the site is to provide a minimum 30 foot wide landscaping buffer in all locations where the site adjoins Farmview Subdivision. The treatment of this buffer would be to retain all healthy, existing trees along the common property line and to additionally provide landscaping from Buffer Yard B (minimally the required trees). Relative to the lots along the south side of Northfield Drive which adjoin the proposed passive park, Section 3645 of the zoning regulations allow passive recreational uses to be located within required buffer yards. Buffer Yard B is normally required between a developing UR-1 zone and an SR-1 zone when the UR-1 development has eighty (80) or less units.

3. Open Space: This standard states that "useable open space(s), in an amount over and above setback areas and open areas required by the underlying zone, shall be provided." While it is not clear whether all open space/impervious areas required by Section 2540 have been shown, the proposal does include the previously mentioned passive park. As noted immediately above regarding the internal open space within the residential phase, staff's primary concern regarding that portion of the development is providing the most effective buffering versus the provision of internal open space. Section 1514 does state that the criteria shall be fulfilled "unless a portion of the criteria do not apply or relate, in whole or part, to a specific proposal."

4. Multi-Modal Transportation System: Walkways, pedestrian links and orientation, and bicycle racks have been discussed previously.

5. Preservation of Existing Site Features: This standard states "existing topography, significant tree cover, and water courses and water bodies shall be largely preserved and incorporated into the project design, where appropriate and consistent with the remainder of this article." As noted above, Staff recommends that the existing tree lines along the common boundary with Farmview Subdivision be retained. Otherwise, the site is largely open pasture.

6. Landscaping: Landscaping has been discussed under Section 2540, 9. "Streetscape and Improvements" above.

7. Architecture: Architecture has been discussed under Section 2540, 8. "Architecture" above.

8. Historic and Prehistoric Features: Based on the significance of similar structures in other communities, staff would like the opportunity to document the existing motel building before it is demolished.

9. Signage: This standard states "a consistent signage theme shall be provided within a planned development. Building mounted signs shall be the predominate signage on the project site. Freestanding signs shall be monument style and of a limited size and height. The use of signage design guidelines is required for multi-phased projects." A monument style sign prototype design was included with this application. Staff's basic comment on the aesthetics of this prototype is that it does not use the fundamental design elements of the submitted architectural examples, although the design guidelines do state that "all permitted signs shall be of a design and material consistent with the building and/or developers monumentation itself."

Section 2580 "Special Sign District" (Union Town Plan zones) of the zoning regulations permit "one business entrance sign" at major entry points (the intersection at US 42 in this instance). This section also states that "individual businesses are not permitted a business monument entrance sign." This section allows one 60 square foot monument sign or two 30 square foot monument signs; under either scenario, the maximum permitted height is 6 feet. A total of five such signs are proposed (one for the entrance and one for each of the four outlots along US 42), and the submitted guidelines call for each sign to be up to 80 square feet and 10 feet in height. It is staff's view that the additional signage (total number of signs and additional size/height) is a result of the overall design of the four outlots (i.e., large setbacks with substantial parking between the buildings and US 42). An effective signage scheme which is more in keeping with the requirements of Section 2580 could be provided if the visibility issues inherent in the outlot design were overcome. Staff has no issue with building mounted signage for the commercial phase and an entrance monument for the residential phase provided the applicable requirements of Section 2580 and Article 34 "Signs" are met.

10. Transportation Connections and Entry Points: Transportation connections are discussed above. Relative to entry points, an entrance monument of some fashion is proposed, also as discussed above. The applicant should clarify the intended treatment of the main entry point on US 42 as it relates to landscaping or other features.

11. Conformance with Comprehensive Plan: The Comprehensive Plan is discussed above.

3. As mentioned previously, Staff has several concerns regarding circulation. These include:

   A. Questionable geometrics, including the "future frontage road" and the large radial curve in the proposed public street. Of note, the applicant has stated that their intent is to provide a T intersection versus a curve in the proposed public street, with the third leg of the intersection being completed when the property to the east develops.

   B. The traffic patterns on the four outlots are somewhat "maze-like," including several one way drives. This aspect of the plan has been improved on the revised version of the Concept Development Plan.

   C. The connections between the four outlots are conditional upon being able to grade the site as four independent lots.

   D. The southern curb cut on the north-south segment of the public street is located very close to the intersection with US 42, and the northern curb cut on the same section of street has poor visibility.

   A letter from William F. Madden, P.E., T.E.B.M. for Traffic with the Kentucky Transportation Cabinet dated 2/6/04 is attached. In short, this letter states that the department in Frankfort is currently reviewing an Encroachment Permit application for the proposed intersection and for the installation of a traffic signal.

4. When taking the comments outlined above as a whole, Staff highly recommends that the applicant work on a redesign of the project for the Zone Change Committee to consider. In order to reasonably fulfill the applicable standards, the outlot area should be construed as an integral unit in which the buildings and vehicular areas are interrelated, versus as four separate lots which adjoin one another. This would also help resolve the somewhat "cramped" feeling of the current plan. This redesign should examine using at least some shared parking and substantially reducing the building setbacks along US 42; and/or by at least partially creating a pedestrian oriented, urbanistic scheme along the internal street in concert with the narrow setbacks proposed along the north side of the street. As acknowledged above, this site is within a transitional area where using some aspects of conventional auto-oriented commercial development is not unreasonable. Thus, it is staff's view that the aesthetic and spatial aspects sought by both the Union Town Plan and Planned Development Standards could be merged with some of the operational characteristics inherent in the Concept Development Plan, while further refining some of the detailed requirements such as sidewalks, signage, buffering, and internal landscaping.

5. Both Boone County Schools and the City of Florence Public Services Department were requested to comment on the proposal relative to service abilities. No written comments have been received to date. Any comments received will be forwarded to the Zone Change Committee.

CONCLUSION

This request needs to be evaluated by the Boone County Planning Commission and the Florence City Council in terms of the three criteria necessary for approving a Zoning Map Amendment as stated in Article 3, "Amendment" of the Boone County Zoning Regulations, the requirements of Article 15 "Planned Development District" of the zoning regulations, and the potential impacts on the existing and planned uses in the area. The Future Land Use Map will need to be amended if this request is approved.

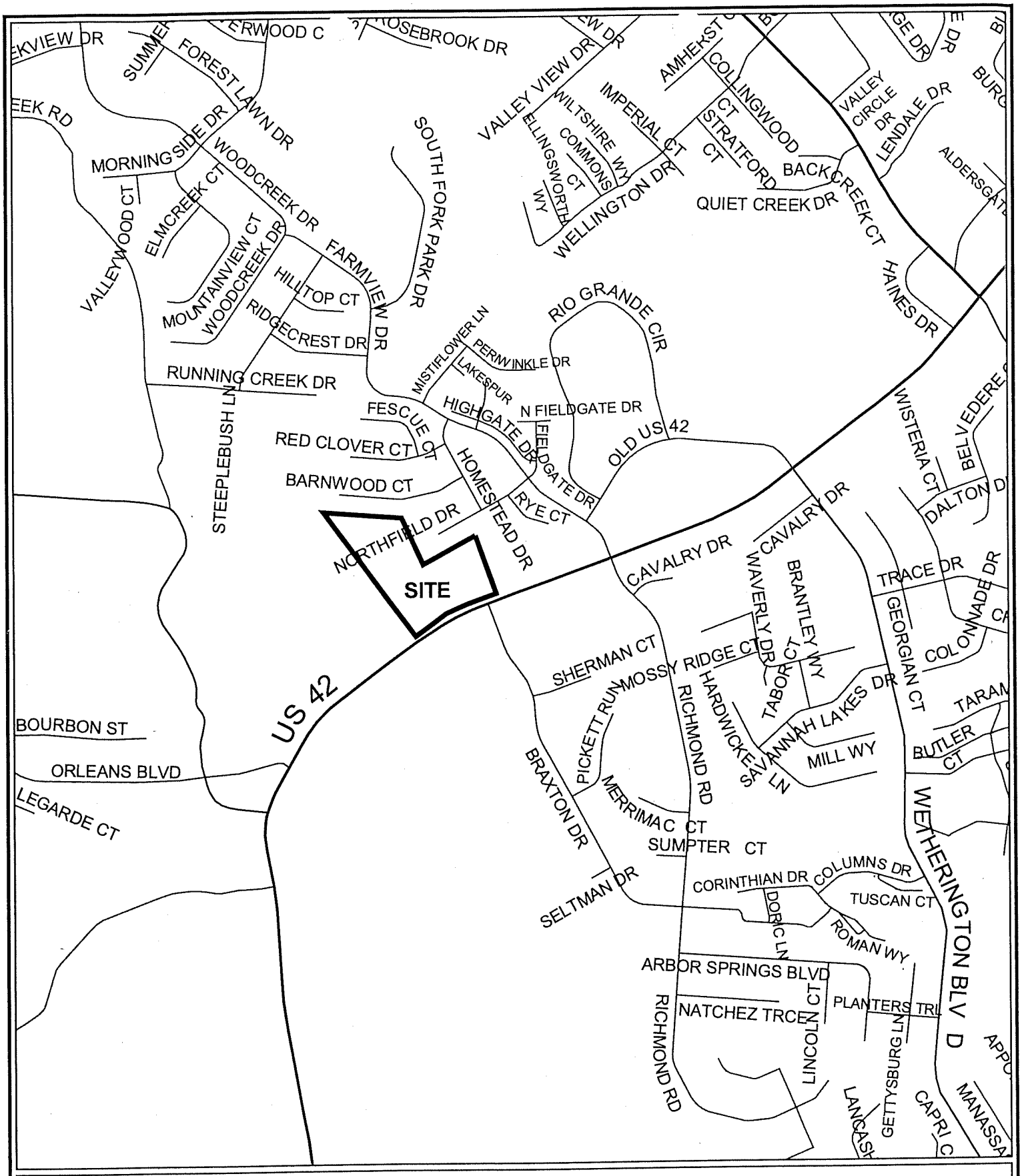
Respectfully submitted,

Kevin T. Wall, AICP CDT
Director, Zoning Services

KTW/pr

Attachments:

- location map
- aerial photo w/ zoning
- Future Land Use Map excerpt
- topographic map
- Union Town Plan Land Use Map excerpt
- 2/6/04 letter from William F. Madden, P.E., T.E.B.M. for Traffic with the Kentucky Transportation Cabinet
- Ordinance O-0204 regarding annexation of subject parcel
- ½7/04 letter from Richard J. Lunnemann clarifying Ordinance O-02-04
- application materials including Concept Development Plan



Location

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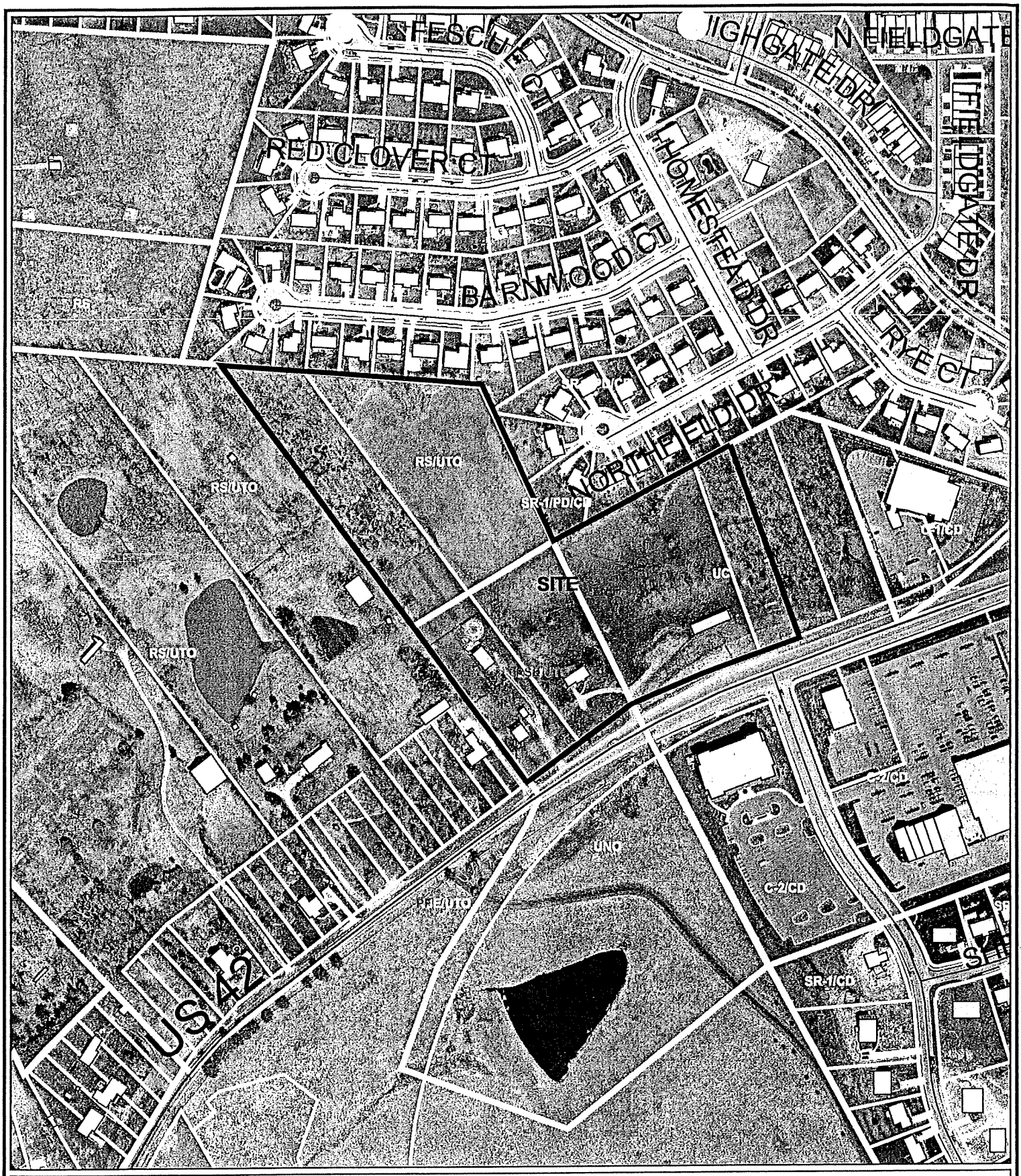
1 inch equals 1000 feet
Produced by the
Boone County Planning Commission
GIS Services Division
January 26, 2004



Zoning

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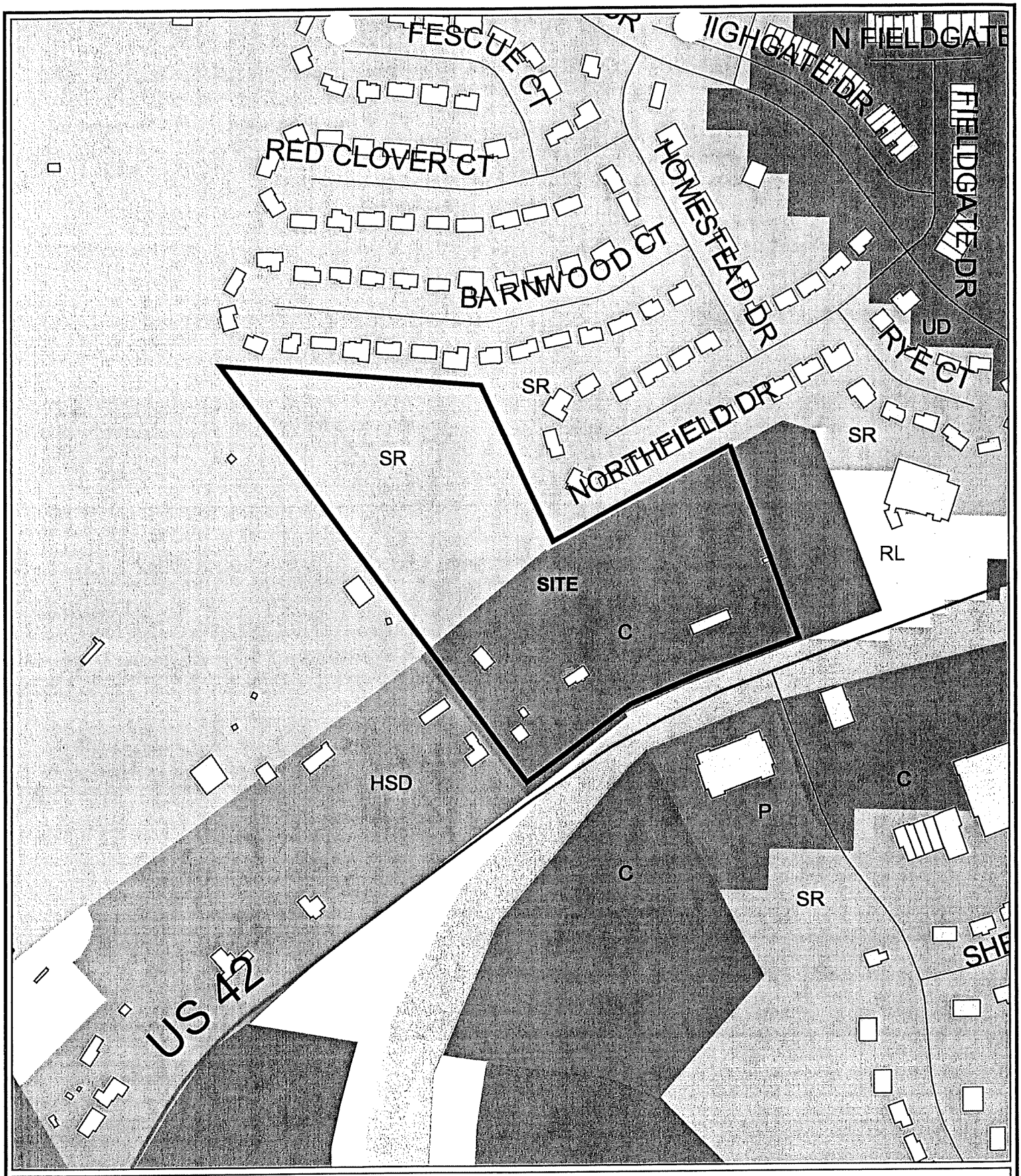
Produced by the
Boone County Planning Commission
GIS Services Division
January 26, 2004



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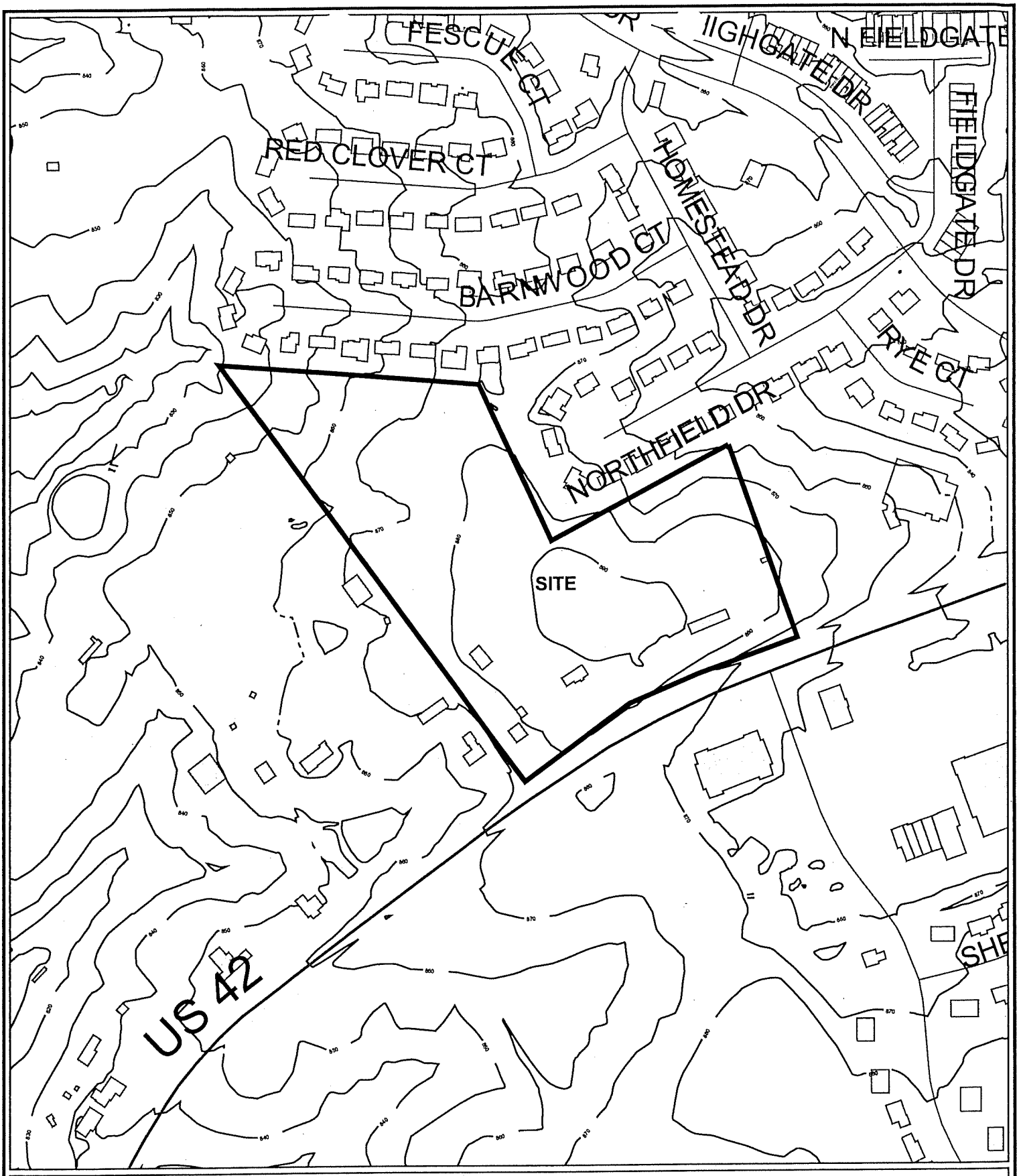
Boone County Planning Commission
GIS Services Division
January 26, 2004

Future Land Use



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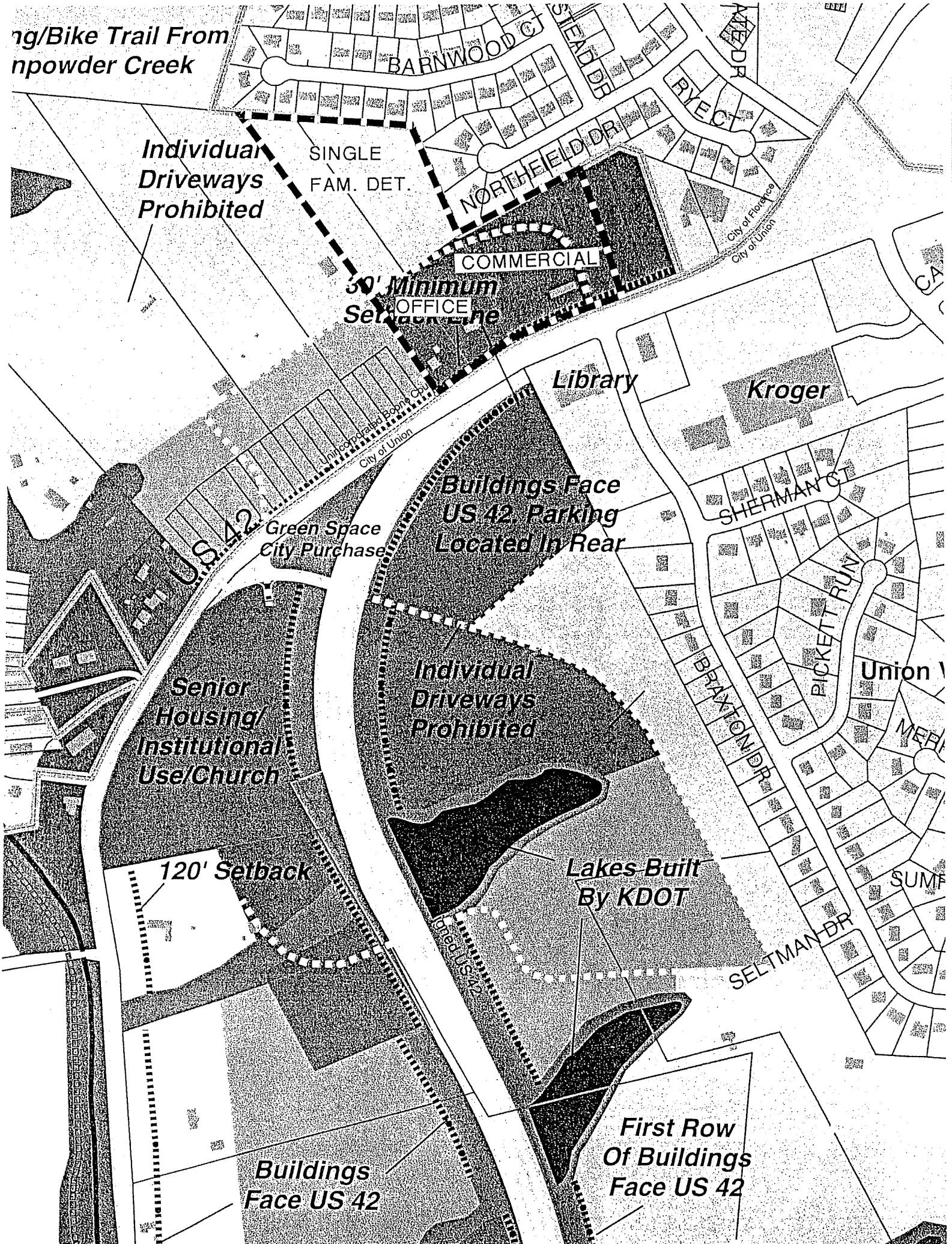
Boone County Planning Commission
GIS Services Division
January 26, 2004

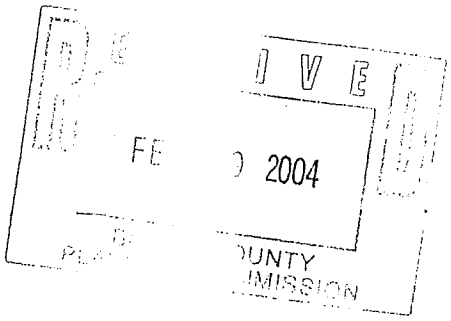
Topography


ng/Bike Trail From
npowder Creek
BARNWOOD CT
MEADOR DR
RYE CT
NORTHFIELD DR
Individual
Driveways
Prohibited
SINGLE
FAM. DET.
City of Florence
City of Union
COMMERCIAL
50' Minimum
Setback Line
OFFICE
Library
Kroger
Unincorporated Boone Co.
City of Union
Buildings Face
US 42. Parking
Located In Rear
SHERMAN CT
US 42
Green Space
City Purchase
PICKETT RUN
BRAXTON DR
Union
Individual
Driveways
Prohibited
Senior
Housing/
Institutional
Use/Church
120' Setback
Lakes Built
By KDOT
SELTMAN DR
First Row
Of Buildings
Face US 42
Buildings
Face US 42

Commonwealth of Kentucky
Transportation Cabinet
Department of Highways, District Six
421Buttermilk Pike, P. O. Box 17130
Covington, Kentucky 41017
859-341-2700, (Fax) 859-341-3661

Maxwell C. Bailey
Secretary of Transportation

Ernie Fletcher
Governor



February 6, 2004

Boone Co. Planning Commission
2995 Washington Street
Burlington, KY 41005

ATTN: Kevin T. Wall, AICP
Director, Zoning Services

RE: Union Terrace Development
US 42 – MP: 11.41 LT.
BOONE COUNTY

Dear Sir,

This letter is in response to your letter dated January 23rd, 2004 regarding the Zoning change and annexation for the Union Terrace Development on US 42 in Boone County.

The Department currently has an Encroachment Permit being reviewed in Frankfort regarding the entrance onto US 42 and for the installation of a signal system for the intersection. This office has not received any comments from this review, as of this date.

Should you have any questions, or need additional information, please contact this office.

Sincerely yours,

Samuel H. Beverage, P. E.
CHIEF DISTRICT ENGINEER

William F. Madden, P. E.
T.E.B.M. FOR TRAFFIC

ECT/dlt

CITY OF FLORENCE, KENTUCKY

READING SUMMARY

ORDINANCE NO. O-02-04

AN ORDINANCE ANNEXING CERTAIN TERRITORY CONSISTING OF A PARCEL OF APPROXIMATELY 13.88 ACRES LOCATED ON THE NORTHWESTERLY SIDE OF U.S. HIGHWAY #42, SOUTH OF FARMVIEW DRIVE, ADJACENT TO THE CITY LIMITS. (BOWMAN/WHITE PROPERTY)

SUMMARY

This Ordinance annexes and makes a part of the City a tract of approximately 13.88 acres located on the northwesterly side of U.S. Highway #42, south of Farmview Drive, adjacent to the City limits.

This annexation is in response to a request by Kenneth Bowman, Joyce Bowman, William White and Louise White, the owners, to have the property become part of the City. The annexation will be complete upon second reading and publication of this Ordinance.

After annexation the property shall be zoned UC/PD.

CERTIFICATION

I hereby certify that the foregoing is a summary of the contents of the Ordinance titled above and that it was prepared by me this 13 day of January, 2004, and I am an attorney licensed to practice law in the Commonwealth of Kentucky.

HUGH O. SKEES, KBA#64730
SKEES, WILSON & DILLON, PLLC
7699 Ewing Blvd., P.O. Box 756
Florence, KY 41042-0756
Phone: (859) 371-7407
Fax: (859) 371-9872

ORDINANCE NO. O-02-04

AN ORDINANCE ANNEXING CERTAIN TERRITORY CONSISTING OF A PARCEL OF APPROXIMATELY 13.88 ACRES LOCATED ON THE NORTHWESTERLY SIDE OF U.S. HIGHWAY #42, SOUTH OF FARMVIEW DRIVE, ADJACENT TO THE CITY LIMITS. (BOWMAN/WHITE PROPERTY)

WHEREAS, Kenneth Bowman, Joyce Bowman, William White and Louise White, being the owners of record of the hereinafter described territory (the "territory"), have requested that the City of Florence, Kentucky (the "City") annex the territory and, pursuant to K.R.S. 81A.412, the owners have given written consent to such annexation; and

WHEREAS, the City has determined that it is desirable to annex the territory which is contiguous to the boundaries of the City, and

WHEREAS, pursuant to K.R.S. 100.209(1) the City makes the election that prior to final action of annexation, the comprehensive plan and official zoning map of the City shall be amended to incorporate and establish zoning of UC/PD with respect to the territory.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FLORENCE, KENTUCKY, AS FOLLOWS:

SECTION I

The City finds that the hereinafter described unincorporated territory meets the requirements of K.R.S. 81A.410 and is as follows:

(a.) Is contiguous to the boundaries of the City, and

(b.) Is urban in character and suitable for development for urban purposes without unreasonable delay, and

(c.) Is not included within the boundary of another incorporated city.

SECTION II

That the territory, described in Exhibit "A" and shown on Exhibit "B" each of which is attached hereto and incorporated herein by reference, shall be and the same is hereby annexed to the City of Florence, Kentucky.

SECTION III

The owners of record of the territory have filed with the City written consent to this annexation under K.R.S. 81A.412 and therefore, the following do not apply to this annexation: (a) the notification ordinance required by K.R.S. 81A. 420(1); (b) the notice requirement of K.R.S. 81A.425; and (c) the waiting period of K.R.S. 81A.420(2).

SECTION IV

Pursuant to K.R.S. 100.209(1) the comprehensive plan and official zoning map of the City shall be amended to establish zoning for the territory as UC/PD.

SECTION V

This ordinance shall be published in full.

PASSED AND APPROVED ON FIRST READING THIS ____ DAY OF _____, 2004.

PASSED AND APPROVED ON SECOND READING AND PUBLICATION ORDERED THIS ____ DAY OF _____, 2004.

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

CDS
engineers
architects
planners
surveyors

LEGAL DESCRIPTION
FOR ANNEXATION TO THE CITY OF FLORENCE
TRIANGLE DESIGN GROUP

Situated — on the northwesterly side of U.S. Highway #42 located approximately 0.5 mile south of Farmview Drive in unincorporated Boone County, Kentucky and being all of the lands conveyed to the Grantors as described in Deed Book 322, Page 241, Deed Book 575, Page 6, Deed Book 575, Page 9, and Deed Book 575, Page 11 and being more particularly described as follows:

BEGINNING — at the northwesterly most corner of a parcel of land conveyed to William H. White and Stella L. White as described in Deed Book 322, Page 241 said point being in the southerly line of Farmview Subdivision and the existing corporation limits for the City of Florence;

Thence — continuing along the common line of White with said southerly line of Farmview Subdivision, also being the existing City of Florence limits, North 90°00'00" East for a distance of 195.00 feet to a point being the common corner to said White and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 11);

Thence — leaving said White and continuing with the common line of said Bowman (Deed Book 575, Page 11) and Farmview Subdivision, also being the existing City of Florence limits, for the following two (2) calls:

1.) North 90°00'00" East for a distance of 416.10 feet to a point;
2.) South 28°30'00" East for a distance of 400 feet, more or less, to a point being the northwesterly most corner to a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 9);

Thence — leaving said Bowman (Deed Book 575, Page 11) and continuing with the common line of said Bowman (Deed Book 575, Page 9) and Farmview Subdivision, also being the existing City of Florence limits, North 57°24'00" East for a distance of 357.70 feet to a point being the common corner to said Bowman and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 6);

Thence — leaving said Bowman (Deed Book 575, Page 9) and continuing with the common line of said Bowman (Deed Book 575, Page 6) and Farmview Subdivision, also being the existing City of Florence limits, North 57°18'00" East for a distance of 97.78 feet to a point;

Thence — leaving said southerly line of Farmview Subdivision and the existing City of Florence limits and continuing with the easterly line of said Bowman (Deed Book 575, Page 6) South 24°42'05" East for a distance of 473.52 feet to a point in the northwesterly right of way line of U.S. Highway #42;

Thence — continuing with said northwesterly right of way line of U.S. Highway #42 South 64°56'00" West for a distance of 99.92 feet to a point being the common corner to said Bowman (Deed Book 575, Page 6) and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 9);

Exhibit "A"

Thence leaving said Bowman (Deed Book 575, Page 6) and continuing with said northwesterly right of way line of U.S. Highway #42 for the following two (2) calls:

1.) South 64°56'00" West for a distance of 161.45 feet to a point;
2.) South 56°36'00" West for a distance of 163.50 feet to a point being the common corner to said Bowman (Deed Book 575, Page 9) and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 11);

Thence leaving said Bowman (Deed Book 575, Page 9) and continuing with said northwesterly right of way line of U.S. Highway #42 South 50°00'00" West for a distance of 150.00 feet to a point being the common corner to said Bowman (Deed Book 575, Page 11) and a parcel of land conveyed to William H. White and Stella L. White (Deed Book 322, Page 241);

Thence leaving said Bowman (Deed Book 575, Page 11) and continuing with said northwesterly right of way line of U.S. Highway #42 South 50°00'00" West for a distance of 150.00 feet to a point being the southwesterly most corner of said White (Deed Book 322, Page 241);

Thence leaving said northwesterly right of way line of U.S. Highway #42 and continuing with the westerly line of said White (Deed Book 322, Page 241) North 40°00'00" West for a distance of 1,213.60 feet to the said **POINT OF BEGINNING.**

Containing approximately 13.88 acres of land, more or less, based on deed descriptions and being subject to all legal highways, rights-of-way, easements, covenants and/or restrictions of record. This legal description is based on the deed descriptions contained in Deed Book 322, Page 241, Deed Book 575, Page 6, Deed Book 575, Page 9 and Deed Book 575, Page 11. The source of bearings for this description is based on the property described in Deed Book 575, Page 11.

It is the intent of this legal description to include all of the following described property in this annexation parcel to the City of Florence:

1.) William H. White and Stella L. White (Deed Book 322, Page 241);
2.) Kenneth P. Bowman (Deed Book 575, Page 6);
3.) Kenneth P. Bowman (Deed Book 575, Page 9);
4.) Kenneth P. Bowman (Deed Book 575, Page 11).

CITY OF
FLORENCE
KENTUCKY

ADMINISTRATIVE DEPARTMENT
Diane E. Whalen, Mayor

RECEIVED
JAN 20 2004
BOONE COUNTY
PLANNING COMMISSION

January 19, 2004

Mr. Kevin Wall, AICP
Director of Zoning Services
Boone County Planning Commission
2995 Washington Street
Burlington, KY 41005

Dear Kevin:

On Tuesday evening, January 13, 2004 Florence City Council took first reading of Ordinance O-02-04 to annex the Kenneth and Joyce Bowman property and the William and Louise White property. Both properties are located on the northwesterly side of U.S. 42, south of Farmview Drive, adjacent to the City limits consisting of a tract of property approximately 13.88 acres in size.

The applicant, Triangle Design Group Inc., has an option to purchase the above referenced properties subject to the approval of a requested zone change to UC/PD following annexation. The City has elected to follow the procedure of KRS 100.209 to consider a comprehensive plan and map amendment to change the zoning prior to annexation. Please find attached, a copy of Ordinance O-02-04 along with the exhibits describing the property.

The City requests that the Planning Commission, following the procedure of KRS 100.209, hold the necessary hearings and make a recommendation with respect to the zoning application.

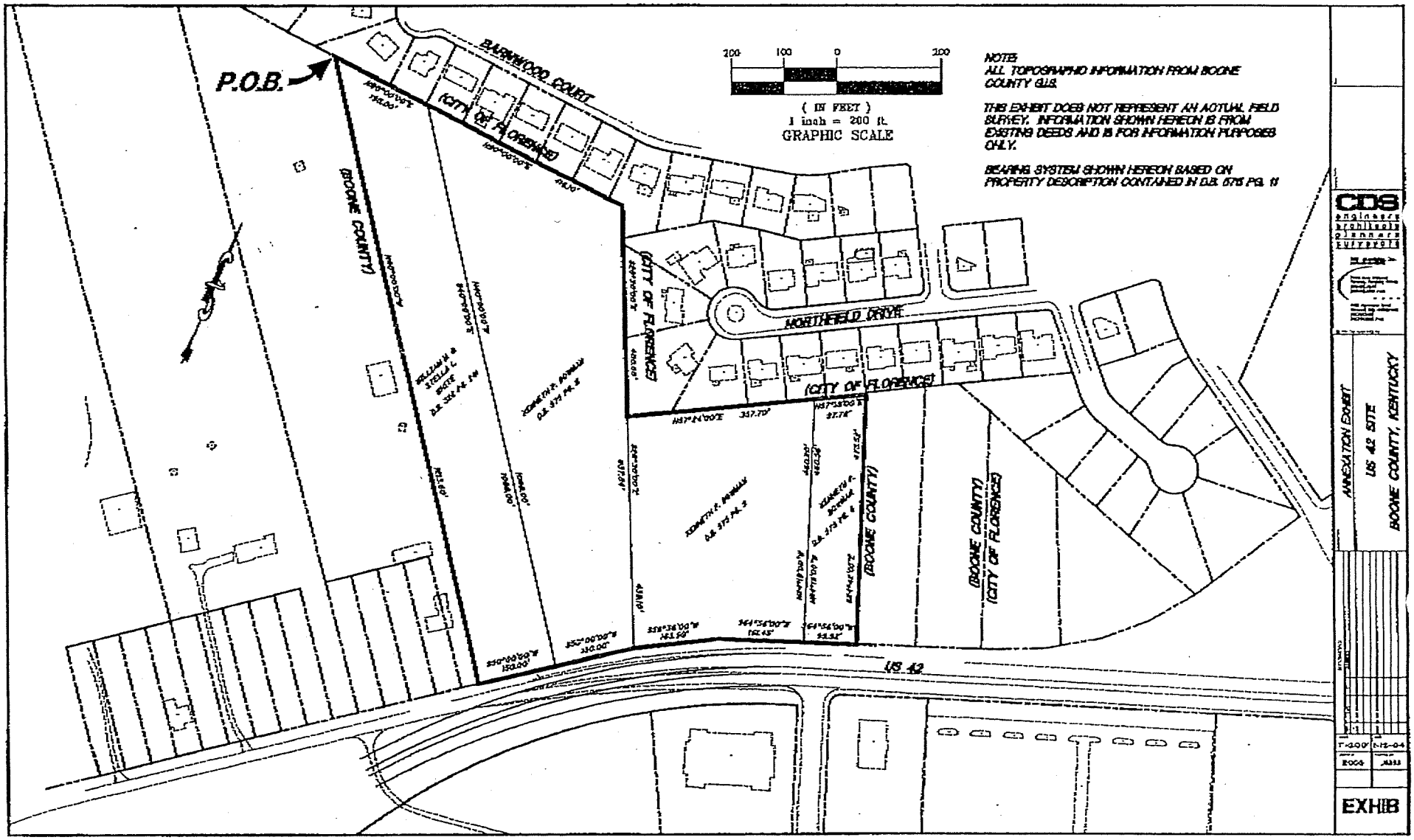
Thank you for your assistance with this matter.

Sincerely,

Rick Lunnemann

Richard J. Lunnemann
Assistant City Coordinator/Community Development Director

8100 Ewing Boulevard • Florence, Kentucky 41042-7588 • (859) 647-8177 • Fax: (859) 647-5411
www.cityofflorenceky.com


P.O.B.
BARKWOOD COURT
(CITY OF FLORENCE)
BOONE COUNTY
(CITY OF FLORENCE)
NORTHFIELD DRIVE
(CITY OF FLORENCE)
(BOONE COUNTY)
(BOONE COUNTY)
(CITY OF FLORENCE)
US 42
200 100 0 200
(IN FEET)
1 inch = 200 ft.
GRAPHIC SCALE
NOTE:
ALL TOPOGRAPHIC INFORMATION FROM BOONE COUNTY GIS.
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BEARING SYSTEM SHOWN HEREON BASED ON PROPERTY DESCRIPTION CONTAINED IN D.B. 676 PG. 11
CDS
engineers
architects
planners
surveyors
ANNEXATION EXHIBIT
US 42 SITE
BOONE COUNTY, KENTUCKY
1"=200'
11-15-04
EXHIB

Exhibit "B"

Exhibit "B"

RECEIVED
JAN 21 2004
BOONE COUNTY
PLANNING COMMISSION

Union Terrace
Design Guidelines (Preliminary)

The purpose of establishing design guidelines is to reinforce the theme and character of Union Terrace. The guidelines will protect each commercial and residential user as well as enhance the physical features and amenities within the overall environment.

Note: the Union Terrace Design Review Committee must approve all site and building plans.

Architectural Building Guidelines:
Commercial

Roof:

- At least 20% of the Roof line has to pitched (mansard roof line is acceptable)
- Pitched roof has to be metal or equivalent (color to be determined)
- If roof is used over pick-up or drive-thru windows then pitched roof is required

Exterior of Building:

- Brick material has to be on 80% of the Building (Color/type to be determine)
- Arch walkways or Arch windows to be incorporated into building. Arch concrete lintels (on similar looking material) to be used where practical
- Use beige colored band trim, belt course or cornice line at or above window height
- Colors and accents to match other commercial users within development
- Stamp concrete or color concrete sidewalks to be used next to building (Color and pattern to be determine)

No temporary buildings including trailers, incomplete buildings, tents, or shacks shall be permitted on the property.

Union Terrace Design Review Committee reserves the right to waive any of these requirements when, in its sole judgment, the waiver provides for a more appropriate design of a building and does not compromise the integrity of the development.

Commercial site design requirements:

Outdoor Storage/Trash

- Outdoor storage and trash location must be concealed using the primary building design requirements

Parking and Lighting

- No solid concrete islands in parking lot allowed, landscaped islands to be used unless approved Streetscape materials used.
- Light post and fixture (selection yet to be determine)

- Light post base to use brick or stone (color/type same as buildings or entry monument)
- Connectivity with other parking areas must be made
    - Use "Stamp" concrete or color concrete sidewalks to connect (pattern to be determine)
    - Coordinate and blend parking lot entrances and exits with adjacent users

Landscaping

- A separate landscape plan shall be submitted prior to building construction. Union Terrace Design Review Committee must approve plant materials and landscape construction that is to be installed on the lot.
- All unpaved areas of each site not utilized for parking or buildings shall be landscape,
- Landscape shall be used to mark entrance points and parking areas.
- Landscape shall be used to enhance building scale and forms.
- Landscape treatment shall not interfere with sight line requirements at street or driveway intersections. All landscaping shall be designed for reasonable maintenance, and all landscape areas shall be maintained in a quality manner at all times. Paving or terracing may be used in areas where excessive maintenance would otherwise be required.

Signage

- All exterior signs shall be approved by Union Terrace Design Review Committee
- No sheet metal signs, flat wood painted, or exposed fluorescent lights signage allowed.
- The location, size, and construction of signs will be in keeping with the character of the development.
- Ground mounted signs shall not have a gross area of more than Eighty (80) square feet and shall not exceed ten feet (10') in height and shall be connected to the ground along the base length.
- Illuminated signs shall be rear lighted or lighted from a nonapparent light source
- Other signs allowed may be of a directional nature or temporary signs indicating "For Sale" or For Lease"
- All permitted signs shall be of a design and material consistent with the building and/or developers monumentation itself.

Union Terrace
Design Guidelines (Preliminary)

The purpose of establishing design guidelines is to reinforce the theme and character of Union Terrace. The guidelines will protect each commercial and residential user as well as enhance the physical features and amenities within the overall environment.

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Architectural Building Guidelines:
Residential Condo's

Roof:

- Define overhangs, cornice lines, dormers
- Utilize gable and/or hip roof shapes with a minimum roof slope of 4:12
- Material shall be heavy weight dimensional shingles or metal. Color to coordinated with commercial roof lines
- Flat roofs and mansard roofs are not allowed

Exterior of Building:

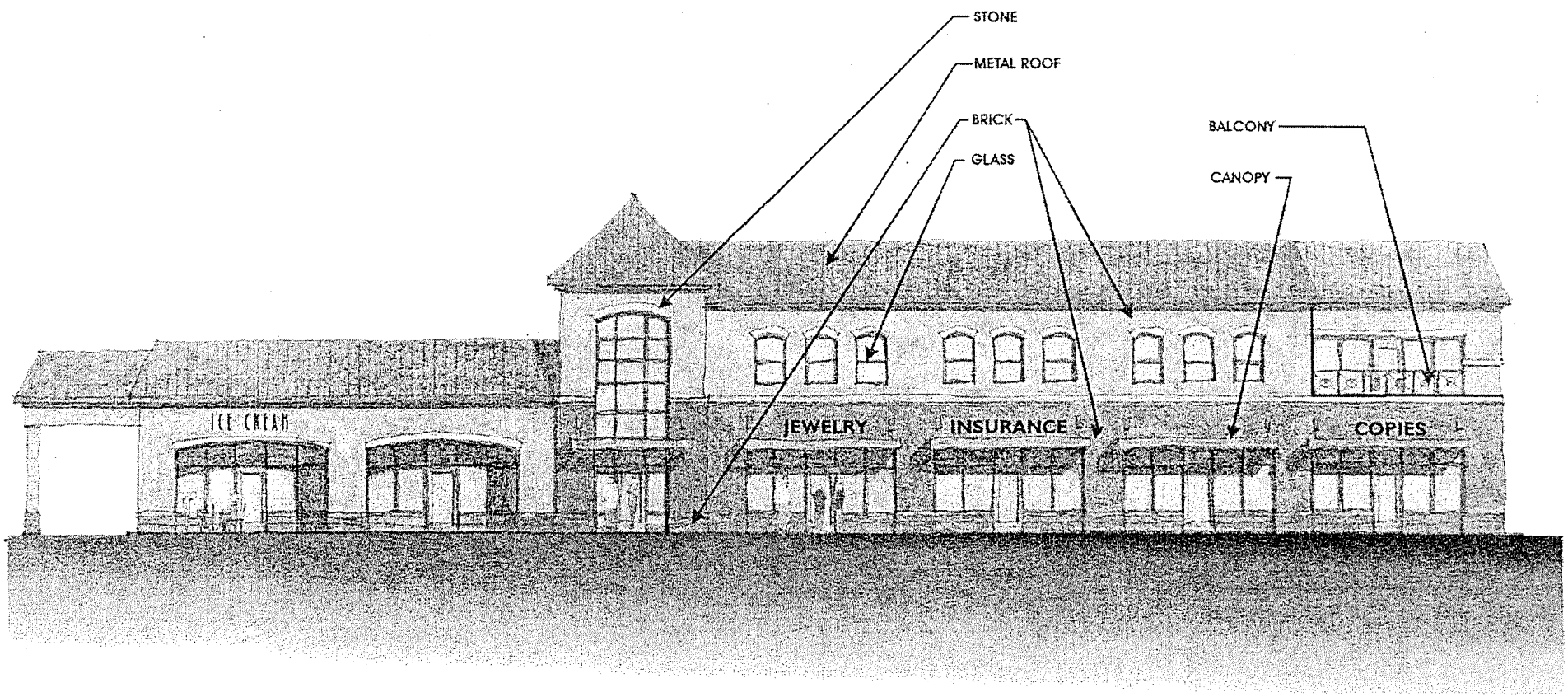
- Brick or stone material has to be on 65% of the Building (Color/type to match commercial buildings)
- Arch walkways or Arch windows to be incorporated into building. Arch concrete lintels (on similar looking material) to be used where practical
- Colors and accents to match other commercial users within development

No temporary buildings including trailers, incomplete buildings, tents, or shacks shall be permitted on the property.

Union Terrace Design Review Committee reserves the right to waive any of these requirements when, in its sole judgment, the waiver provides for a more appropriate design of a building and does not compromise the integrity of the development

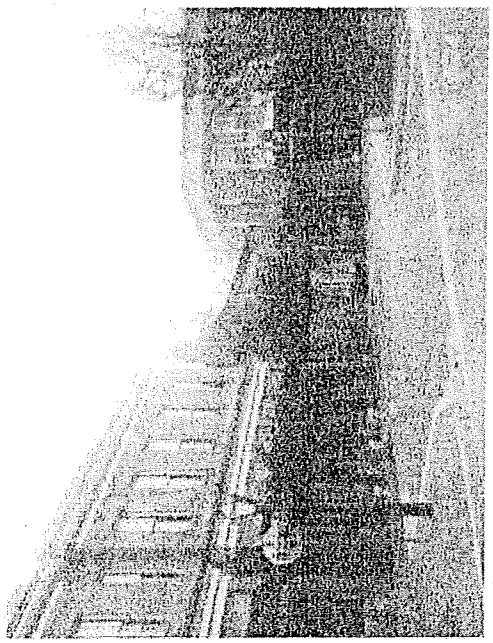
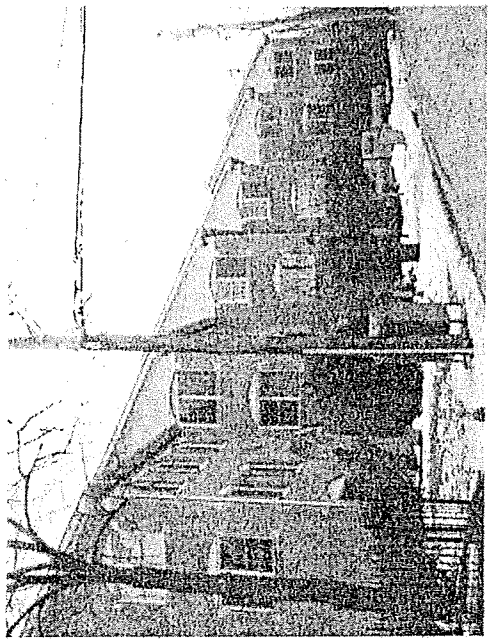
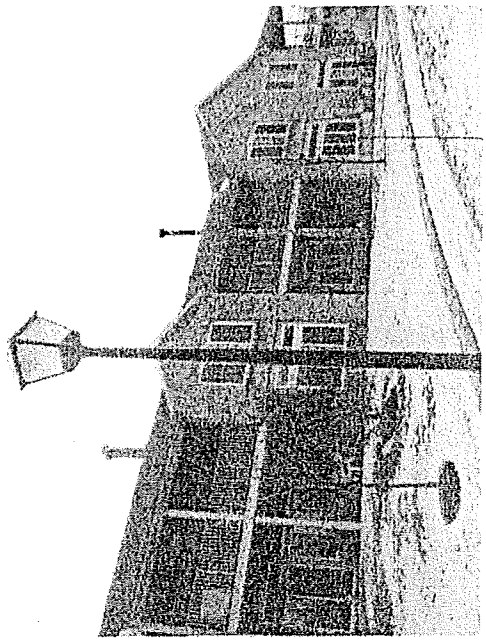
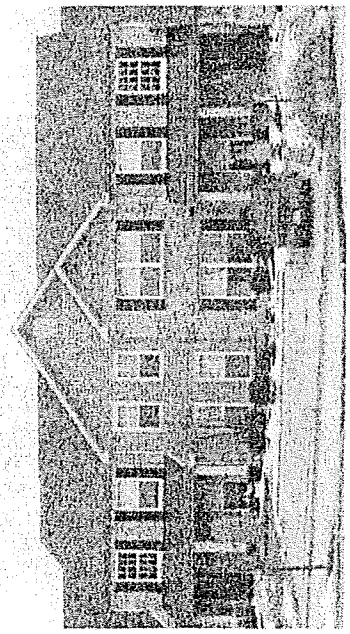
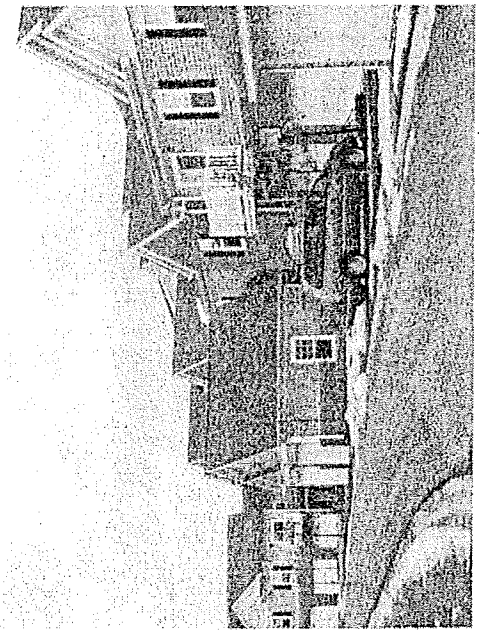
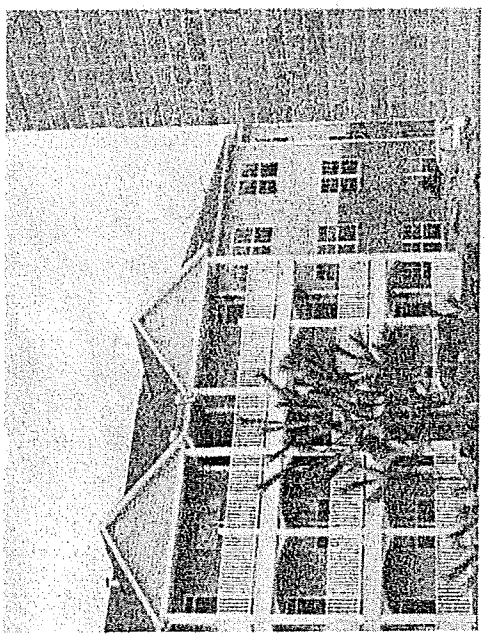
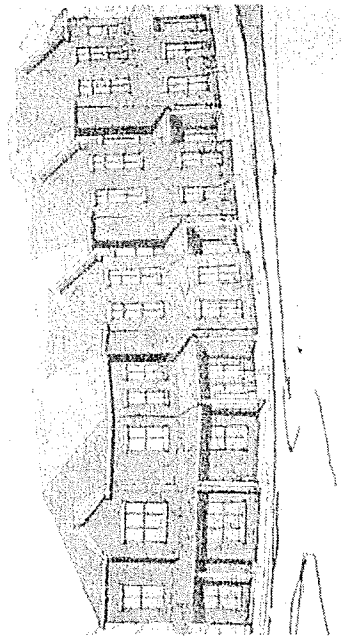
Amenities

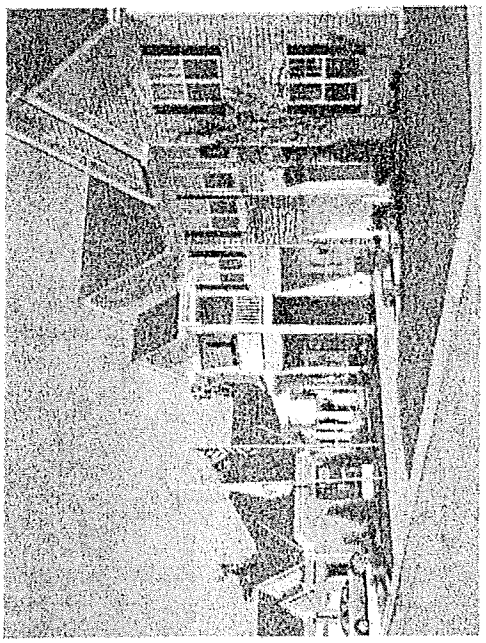
- Developer to provide a common area amenity such as a "pocket park" for public open space gathering
- Agree to be a member of the "Union Terrace commercial association" that will provide the vehicle to maintain the open space grounds and features
- Developer will place "Union Terrace" signage at entrance with each commercial user listed (Must have at least 3000 Sq. Ft.)
-

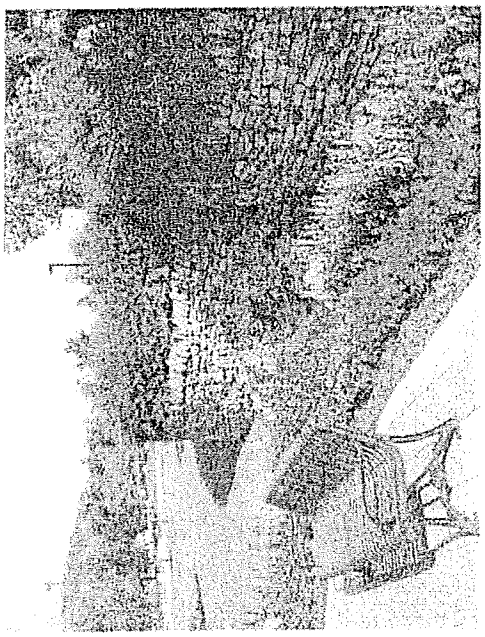


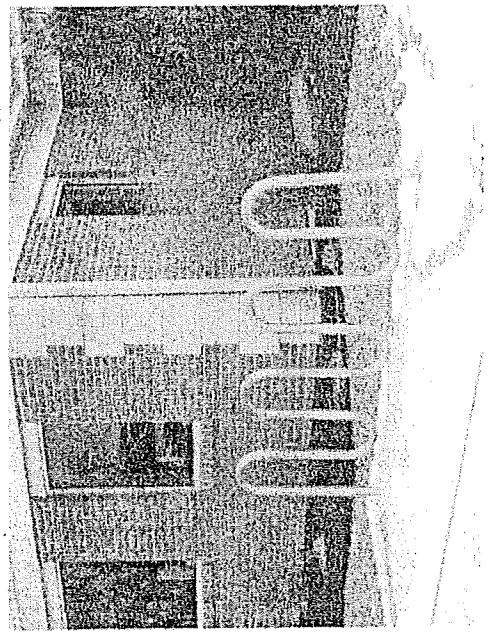
THE SHOPPES AT UNION TERRACE

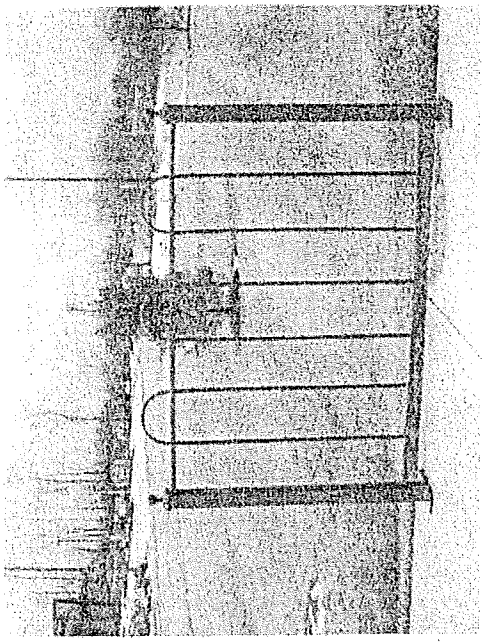
TRIANGLE DESIGN GROUP

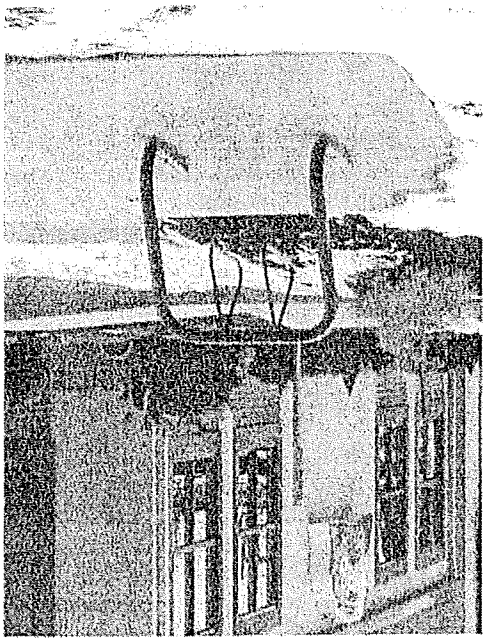








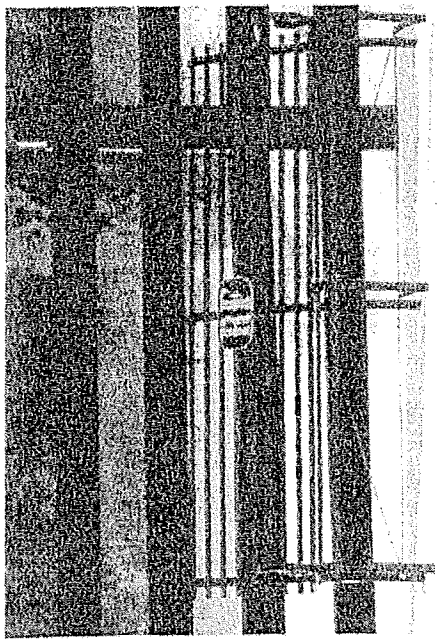


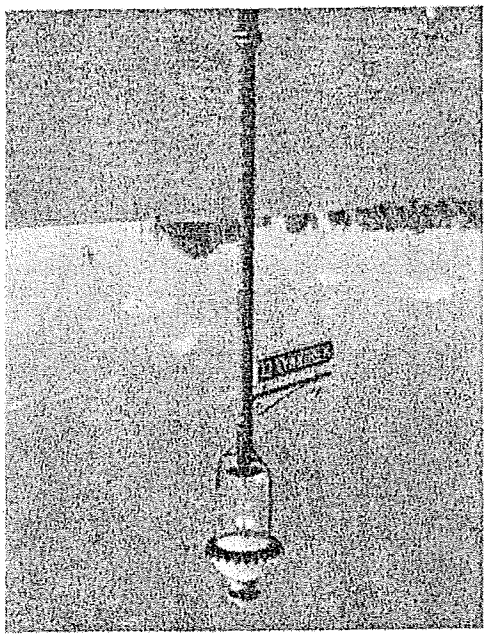


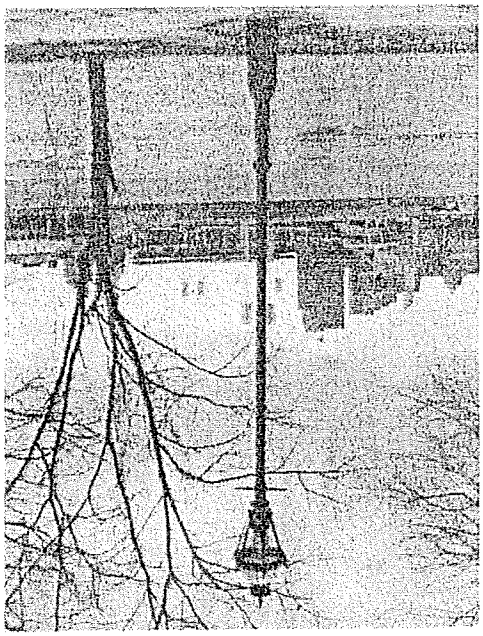


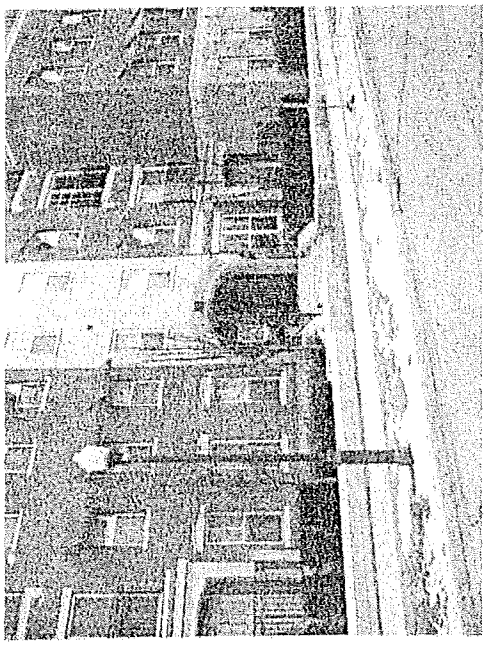


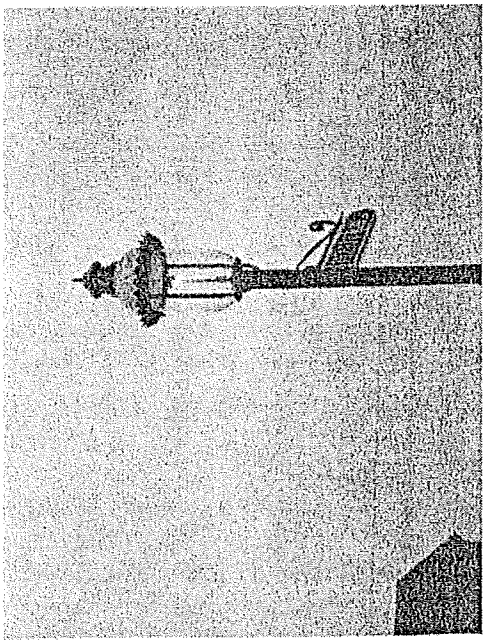


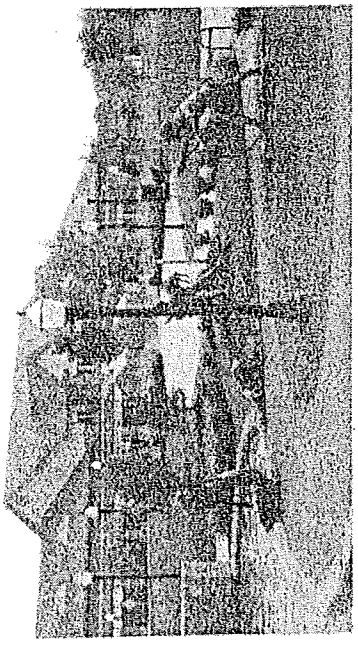


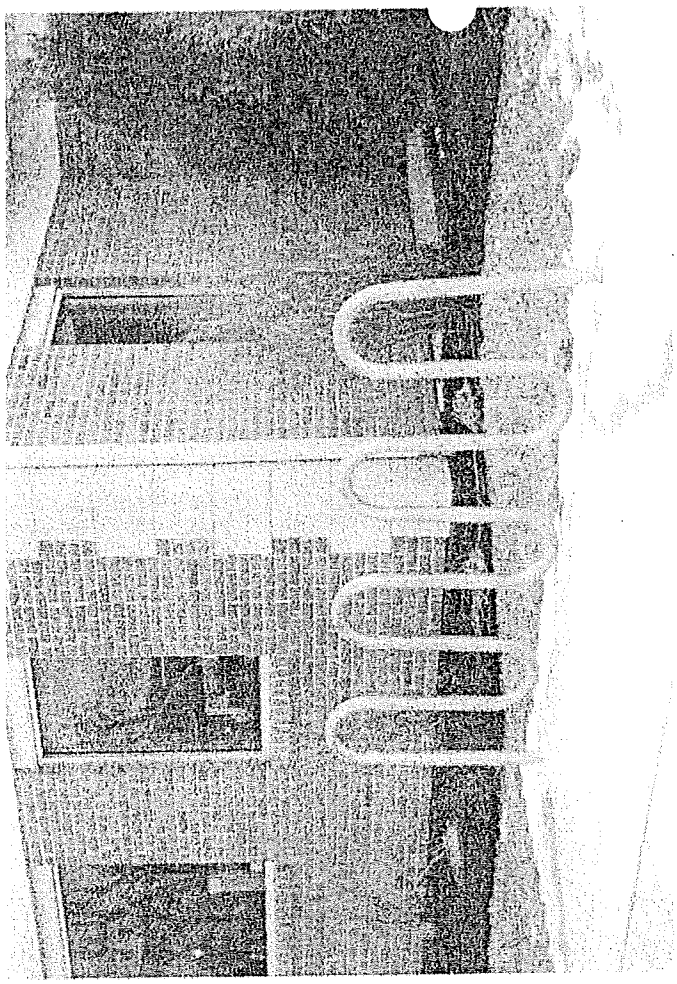


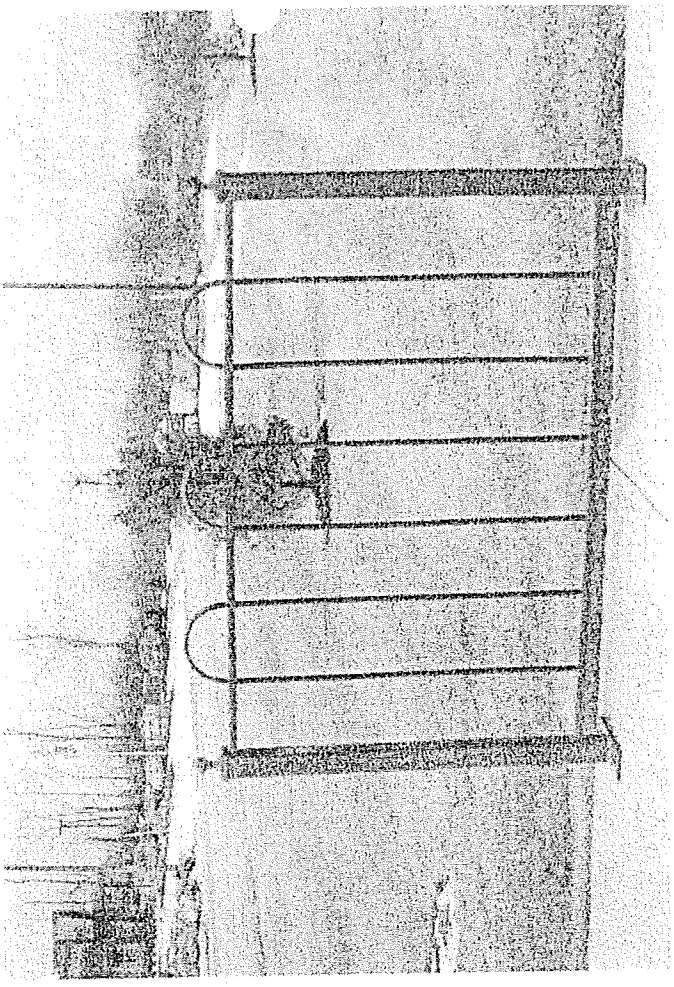


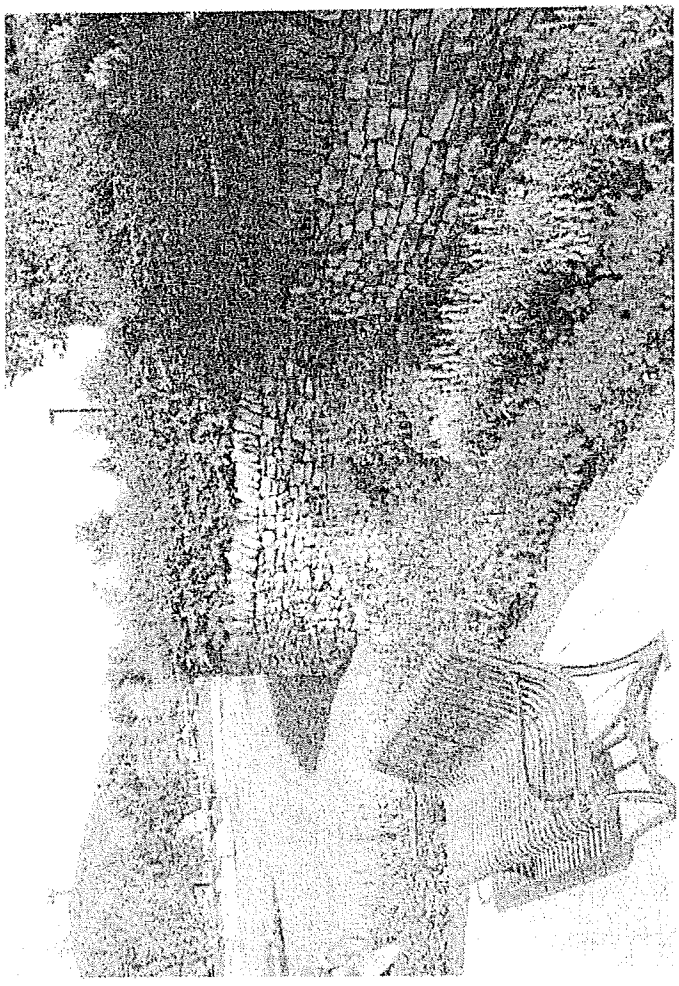


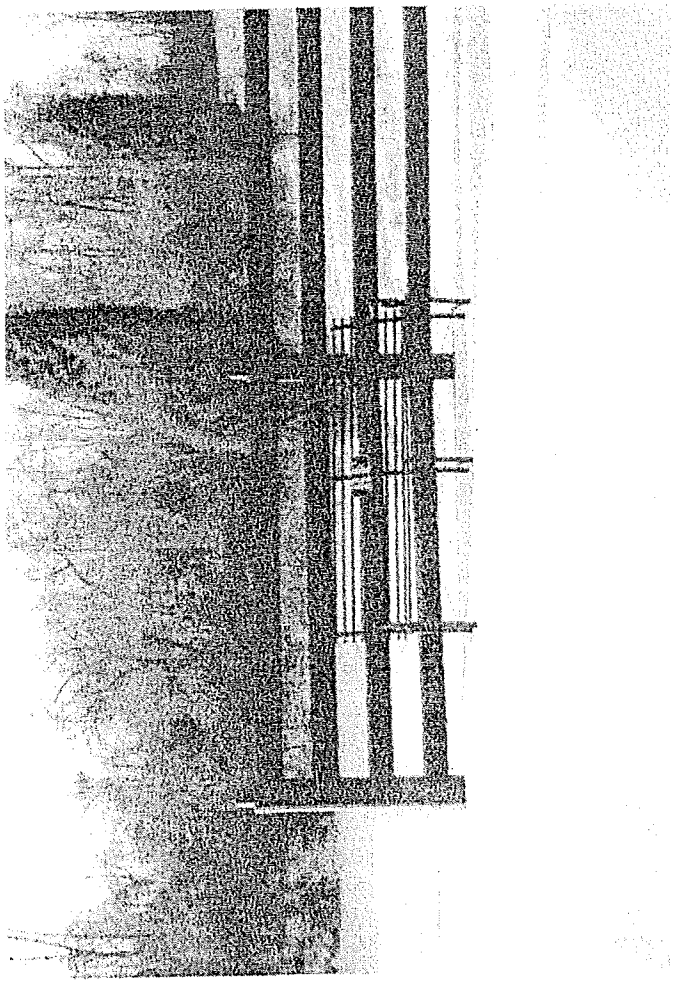


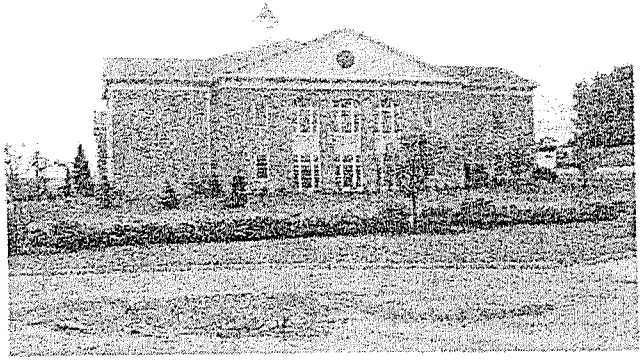


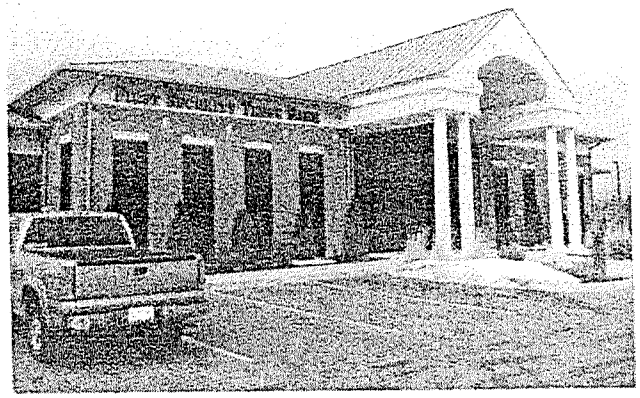




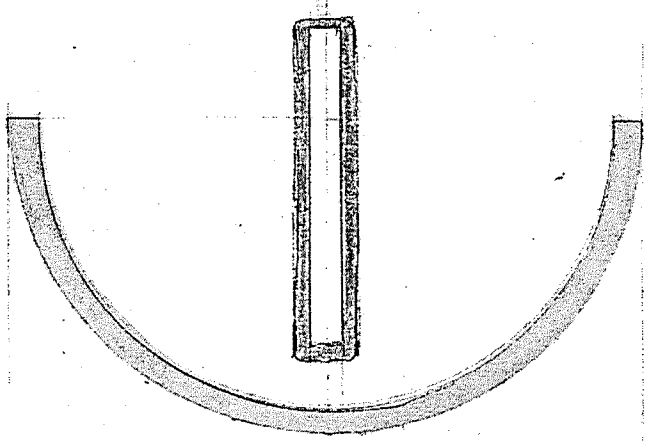


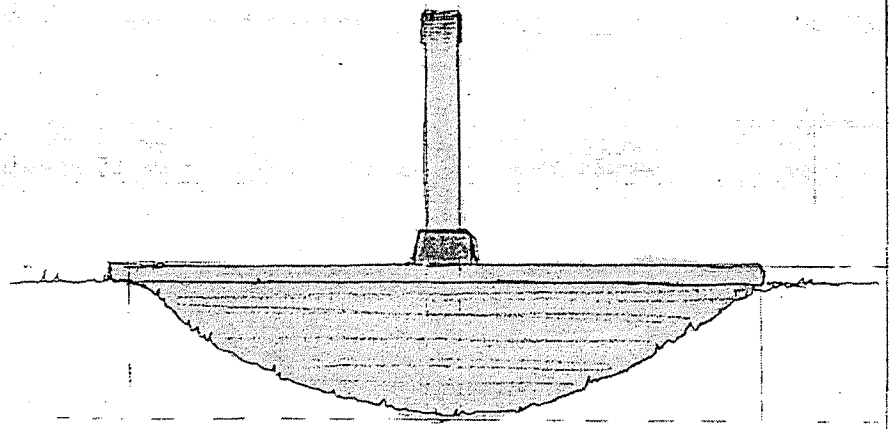


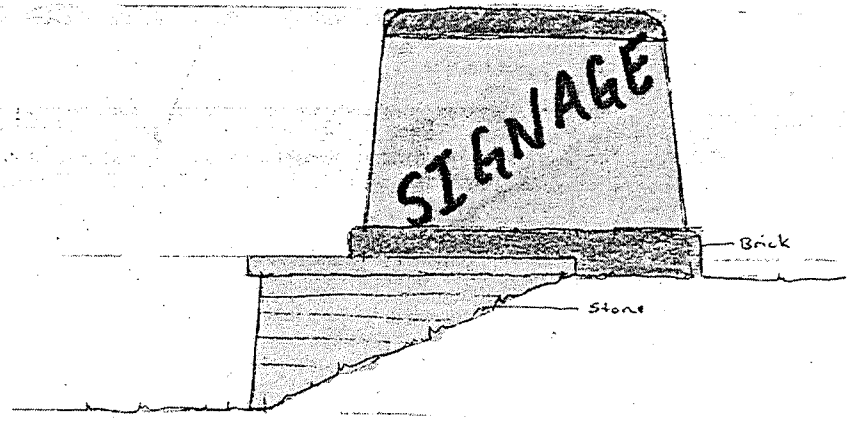




BLOCKBUSTER







RECEIVED
FEB 12 2004
BOONE COUNTY
PLANNING DEPARTMENT

Sign Detail

Union Terrace

DRAWING DATE
SCALE

SHEET NO.
___ OF ___

Public Hearing Item No. 2:

Commission Members Present: Mr. Barlow, Mr. Bunger, Mr. McMillian, Mr. Poe, Mrs. Poston - Vice Chairperson, Mr. White, and Mrs. Wilson - Secretary/Treasurer.

Staff Members Present: Mr. Kevin Costello, AICP, Executive Director; Ms. Jan Hancock, Secretary; and Mr. Kevin Wall, AICP, CDT – Director, Zoning Services.

Legal Counsel Present: Mr. Dale Wilson

2. **Applicant:** **Triangle Design Group for Kenneth Bowman, Joyce Bowman, and William H. White (owners)**

Request: **Zoning Map Amendment and Annexation**

The request of Triangle Design Group (applicant) for Kenneth Bowman, Joyce Bowman, and William H. White (owners) for a Zoning Map Amendment from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, all for 13.88 acres located at 8902 and 8908 US 42, Boone County, Kentucky. The request is for a zone change to allow commercial and office uses and residential condominiums.

Following an explanation of the Public Hearing process, Mrs. Poston asked for the applicant's presentation.

Bill Drees with Triangle Design Group and a resident of Hebron, stated that he has been in business since 1998 when he left The Drees Company to do site amenity features for developers. He stated that the request is for rezoning of the Bowman property and the project is called Union Terrace. He has been working on the project for five years and they have had many ideas and concept plans. The project is on the fringes of Union and will be annexed into the City of Florence. It is in the transition area to downtown Union. The downtown area is about 1.5 miles away from the site. He stated that because of the terrain, developing the site will be costly. He stated that some of the commercial end users are present, but some left because of the late hour. He submitted a spiral bound handout "Union Terrace" (see **Exhibit 1**).

Jamie Lusk, 942 Lost Valley Court, Villa Hills, Kentucky, reviewed a Power Point slide. He stated that the development is on US 42. The site is approximately 13.5 acres and is currently vacant. He noted a vacant motel, neglected property, and undeveloped fields. The Cinergy transfer station will be located on the adjacent property to the west. He indicated Kroger's, retail shops, a medical office, suburban residential development, drive-thru restaurants, and a public library in the area. He stated that this is a transition area along US 42, which is a five-lane road. He stated that there is suburban, commercial and residential development around their property. The transition is from the commercial development to the suburban commercial development to the downtown area. They see this as a commercial opportunity for left out development. It will be built with a sense of place where people can live and work and enjoy themselves. They met with Staff and have tried to implement the changes they discussed in the plan. He stated that the request for annexation will run concurrent with the zone change request. They met with Florence City Council, the Council members, and citizens. He presented a Power Point slide of the final Concept Plan, which is in the handout. He stated that there are six commercial sites ranging from .7 acres to 1.7 acres in size. There are a variety of complimentary uses within the development and the following tenants are signed up: Walgreen's, Wendy's, First Security Bank, Graeter's, children's day care, and professional office. The residential section of the development is sixty-two for-sale condominiums that will sell for $130,000 and up. They want a mixed use of commercial and residential development. There will be paved parking and sidewalk connections between the lots for an urban feel. He stated that some of the regulations in the Union Town Plan do not fit with what they are trying to do. There is an issue of the existing grade. The site is 25 feet above the road and across the street the land is flat. The depth of the property is difficult. They are building a road with a 60-foot right-of-way. The future Cinergy substation is a problem because no one wants to live next to it. They are trying to combat the issues with twelve units per acre and a $130,000 purchase price. He stated that there are also issues with the economy, the overall cost of land development, and sewers. There will be a cost for the streetlight. It is a single-loaded street. There are existing competitive uses and a strip center is being developed further up the road. The Kroger space is available. He stated that tenants are willing to spend a little more money to be in their development because it will be a good development. He stated that the market has taught them that they need to work with drive-thrus and design for drive-thru restaurants. He stated that there is a five-lane road and a lot of automobile traffic that they want to capture. There are two equally important roads –Longbranch Road and US 42. He stated that the parking in the front does not agree with the Union Town Plan – but they have two roads to think about. They have staggered the lots and staggered the setbacks. He stated that there are safety issues in regard to ingress/egress which they have addressed by getting cars in one location and not having to get back out on U.S. 42. They will have quality landscaping and amenities such as park benches, bike racks, and lighting features. There is a tree-lined boulevard through the site. He stated that a sea of parking in the front is not the best situation, but they will have

hedges, mounding, and fencing along the front and the parking will not be seen when driving down U.S. 42 because of the elevation. He stated that the design and construction of the buildings are important. The architectural controls are in the handout. All the users will be part of the Union Terrace Association so that they can control the buildings and how they look. His company will own a retail/office building in the development and they plan to stay there. He presented renderings of what the residential area might look like and exhibits of prior plans to show how they worked through the process to get to where they are today.

Frank Raeon, who lives in Mariemont and worked for The Drees Company as Director of Leasing and Commercial Sales, stated that they are asking for modifications to the Union Town Plan. He stated that the proposal has some of the elements the Planning Commission would like to see incorporated in the Union Town Plan, but plays to what is across the street. The development is neighborhood oriented and has rich design. Walgreen's will be a tremendous anchor and Wendy's has wanted to be in the Union area for some time. They want an anchor with name recognition and quality such as Graeter's, which will be in the corner location with a drive-thru. End users feel that drive-thrus make them competitive. They will create a courtyard with a coffee shop that will have a drive-thru window. The coffee shop is disadvantaged without the drive-thru window. Businesses are moving out of locations that do not have drive-thrus. They need a drive-thru for Walgreen's and one for Wendy's, a pick-up window for the bank, and a pick-up window/drive-thru for the coffee shop. They are hoping to get a good Chinese restaurant at the end cap, which may leave them without a pick-up window for the coffee shop. He stated that someone else may want to share the patio area with Graeter's. They want to remain competitive and complement what has been created in the Union Town Plan. He stated that the Union Town Plan is in an area for a lot of pedestrians, but four or five lanes of traffic on U.S. 42 does not create a pedestrian feel. Old U.S. 42 past this site goes to two lanes which creates a pedestrian feel. He indicated the sidewalk area and stated that they have made as much effort as possible to make it work. He stated that there is one curb cut on U.S. 42. He stated that someone picking up a child at day care will be able to go to the bank, go to Wendy's and take home a meal, pick up a prescription, and go to Graeter's. He stated that the uses are complementary. This is a good plan to emphasize the automobile and convenience.

Mr. Rick Soper, Landscape Architect, was available to respond to questions.

Due to the late hour, Staff Member Kevin Wall presented the Staff Comments and reviewed the Site Plan. He requested that the Commissioners read the Staff Report (see Staff Report). He stated that there are residential uses south of the proposed Cinergy substation and screening along the west property line of the Graeter's lot should be considered.

Mrs. Poston asked if there was anyone else present who wished to speak in favor of the request. There being no response, Mr. Costello began calling the names of those who signed slips to speak.

Marc Wilson stated that he and his wife and children live at 37 Northfield Drive, which is the closest house to the proposed development. He is concerned about crime such as an armed robbery that occurred at a Walgreen's and a murder at a Wendy's. He is concerned about buffer. He does not want to feel vibrations, or have noise pollution, light pollution, odors from the dumpsters, or noise from the PA system at Wendy's. The road is too close to his property. There are 24 children from his house down to the end of the cul-de-sac and they play in the back yards. It is a young family neighborhood and the proposed road is a danger to the children. Their bedrooms are on the second floor and there will be headlights coming into their bedrooms at night. He stated that the elevation has to be considered. They want a large buffer. He stated that property value and marketability of his home will be affected. He and the other neighbors expected a development more like a doctors' office with medical use hours on the site. He stated that the long-range plan calls for limited uses in the area.

Tim Garnett, no address given, stated that he moved in about a year and a half ago. He knew there was commercial zoning, but he did not think the access road would be there. He plans to live there and raise his three children. His property is 50 – 70 feet from the access road. The headlights will also affect his children's bedrooms. Safety and privacy are issues. He is concerned about noise, light, and pollution. He would like the access road relocated to give some privacy to their homes.

Art West, 25 Northfield Drive, stated that he is a retired Federal Agent and is home all day long. His privacy is important. He stated that there were a lot more people here about this request, but left because it got so late. He is an adjacent property owner, but he did not receive a letter and only had five minutes notice to prepare. He stated that the developer talked to the Mayor and to Mr. Carroll and through the conversation with Mr. Carroll, the location of the day care center was changed – if something can be changed for a City Councilman, it can be changed for the other residents. He stated that the houses have small backyards. The subject property is a big mound of dirt and the houses are totally secluded from U.S. 42. He stated that the existing fast food restaurants are all across U.S. 42 and down the road and do not affect them. This development will affect the marketability of his home. The road will be above his house and he will be able to look at the mufflers on the trucks as they go by. He has large picture windows in the back of his house and he will have a view of cars and trucks going by. He stated that the businesses should shut down about 6 PM. Cars will be driving on the road above his house at 1 AM and 2 AM and shining lights in his picture windows constantly. A bank would do business in the daytime and be closed at night and he would not have a problem with that. He does not want fast food restaurants near his house. He stated that the long range plan for 2025 states that

when you get out to Farmview it is supposed to be a local development atmosphere and offices – it does not say anything about large national chains like Walgreen's and Wendy's with headlights 8' – 10' above the houses all night long. The proposed plan is not in keeping with the long range plan. He stated that there are terrible water drainage problems. The city's water/sewer system floods and will probably get worse. His main concern is businesses that are open at 2 AM and commercial delivery trucks on a commercial road at the back of his house. He asked the Commissioners to go out and look at the area.

Mark Washam, 29 Northfield Drive, stated that he lives right next to the retaining pond and is concerned about mosquitoes breeding there. He stated that just to the south is a similar mix of uses with Kroger's and the pharmacy. There is a freestanding bank and daycare center just southeast of the project. There are other mixed retail uses not yet open, a library, and video rental store. These locations are a ten-minute walk from his home. He is opposed to fast food restaurants or any use with a drive-thru. He questioned the need for a Walgreen's when there is one at Mall Road and U.S. 42. He is concerned about water problems. There is a swale that goes through the backyards and the water eventually runs down and goes out in the street. The City has tried to improve the drainage in the neighborhood. He believes there will be traffic problems. He is concerned about lighting and noise from late night restaurants.

Tammy Wilson was no longer present.

Mark Baumgartner, 42 Northfield Drive, Vice President of the Farmview Homeowners' Association, stated that there are a lot of sinkholes on the property and an old well and the water comes up through the ground. A swimming pool in the neighborhood had to be removed because of the ground water. He stated that Kroger's said they had the water problem handled, but Hills Condominiums were flooded and the clubhouse and swimming pool were ruined. The culvert pipe had to be removed at $350,000 of taxpayers' expense because the runoff from Kroger's was not anticipated. In the last big storm, water was coming over the road and nearly flooded Hills' clubhouse again. He indicated a collection basin near U.S. 42 and stated that there was a vortex there that could suck in a child. He stated that with the proposed detention pond and access road, the culvert pipe could have to be increased again. His main concern is water coming across Farmview Drive. He stated that they have to pay to replace landscaping with the existing water. He indicated the dividing line of the watershed. He is concerned about lights on the site and the safety of children in the area. He asked the Planning Commission to protect their interests.

Walter Leidy, 46 Northfield Drive, is concerned that there will be a major thoroughfare that will continue on to the next development and be as busy as Hopeful Church Road. He is concerned about the night hours of Walgreen's and Wendy's. He does not want to hear people ordering food at Wendy's. He is concerned about noise and light pollution. There is a lot of water that damages

property in the neighborhood. He is concerned about two-story buildings close to the property line. His backyard is about twelve feet below the property and there is an issue of privacy. He would not have a problem with single-story buildings that were moved away from the property line. He stated that 50% of the trees are dead and when they take out the dead trees and put two-story buildings close to the property line, there will be no privacy.

Michael Miller, 29 Barnwood Court, stated that there is a consistent running of water across his property and a neighbor has built a levy to divert the water out to the street. The drainage is causing the constant flow of water. He stated that the applicant told him there would be single-story buildings next to his home, but the plan shows a two-story building looking into his property. He works for the airline and gets up at 3:30AM. He does not want his property value adversely impacted. The sewers and possible backups are a concern. He is also concerned about the environmental impact. He is concerned about the power plant and its affect on the children.

Bryan Istre, 41 Northfield Drive, stated that there are seventeen children under the age of twelve in the cul-de-sac and safety is a big concern. He has three children. He stated that the houses set back on the lots and have more yard in the front than in the back. A commercial road that close to the backyards raises safety questions particularly with the amount of traffic. He indicated the ridge line through the property and stated that there is a problem with water drainage. He was told by Mr. Bowman that they would drop the grade down by eight feet, but that still leaves seventeen feet from the top of the hill down to his house. Most of the buffers are pear trees with little mounds – but there are two-story buildings – and, with the grade and those trees, they are going to get a lot of lights. It is about 30 feet from the backs of the houses to the property lines and there will be drive-thru businesses with late hours. It would be easier to accept the development if the businesses closed at 6 PM or 7 PM. The businesses will be open late and the small children will be going to bed at 9 PM. The constant traffic after 9 PM will diminish their way of life. He asked that the neighborhood be considered and the neighborhood feel maintained.

Mrs. Poston asked if there was anyone else present who wished to speak regarding this request. There being no response, she asked if there were any comments or questions from the Commissioners.

Mr. Poe questioned the curb cut. Mr. Wall responded that it is shown in the only place they can get a curb cut. He noted the transition between the old road and new U.S. 42. He does not see any other location for the access on U.S. 42 other than where it is shown. Attached to the Staff Report is a conceptual road alignment on the Union Town Land Use Plan map and this is close to what is shown on that map.

Mrs. Poston stated that PA systems are always a problem and the proposal includes four drive-thrus. Mr. Lusk responded that Graeter's does not have a PA system. Walgreen's is not a 24-hour operation and only uses their system to talk to customers at the window. Mrs. Poston stated that the voices are amplified. Mr. Costello stated that Walgreen's hours need to be verified. Mr. Lusk stated that the amount of traffic through the development would not support a 24-hour operation at Walgreen's. Mr. Wall stated that the Code requirement for drive-thrus is quoted in the Staff Report and says that the sound shall not be audible beyond the property line of the lot containing the drive-thru.

Mr. Lusk stated that they are trying to address water issues. This is the concept phase and they can address those issues at the construction phase. They are trying to use buffer, mounding, and detention to alleviate a lot of the problems.

Mr. Costello stated that it might be good to have someone from the City of Florence who is dealing with the water issues in Farmview attend the Committee Meeting. He believes Farmview was designed with no detention requirements, which needs to be verified with the City of Florence. The Committee needs to know the extent of the problem and what is being done about it. He stated that if there is a problem there that the City of Florence is working on, the Planning Commission does not want to make it worse from this development. Mr. Lusk agreed.

In response to a question from Mrs. Poston, Mr. Lusk indicated the locations of the proposed one-story and two-story buildings. He stated that the condominiums will all be two-story buildings in the front, but three stories in the back because the garages are underneath in the back.

Mr. McMillian asked if the day care center is for the residents. Mr. Lusk responded that it is a public facility. He stated that there is a huge need for child care.

Mr. Poe stated that the Planning Commission sometimes requires that drive-thrus be towards U.S. 42 and that can be considered in Committee. He stated that if the property could be redesigned, possibly the road and the flow of traffic could be towards the front as opposed to being in the area of the houses. Mr. Lusk responded that they have plans where they tried to bring the road in that way, but there were factors of the Comprehensive Plan, KDOT, and topography. He stated that the road grade can only be at a certain percentage. Mr. Wall stated that in an earlier draft plan there was a frontage road and there were grade and stacking problems – it sounded good in concept, but does not function well in reality as a road.

Mr. Bunger asked if the commercial buildings that adjoin U.S. 42 will be visible from U.S. 42. He asked the applicant bring to Committee the architectural design of the rear of the buildings and to be prepared to address the architectural controls

and the impact on U.S. 42 in Committee. Mr. Lusk responded that the buildings will be designed as if there is no back. They are considering all four sides of the buildings. He stated that from the road people will be able to see most of the first building, some of the next two buildings, and the top of the last buildings. He stated that the view looking east on U.S. 42 gives an idea of what people will see driving down the road. He stated that the plan does not reflect the hedge row and the split rail fence. Mr. Bunger responded that the applicant has provided pictures of other facilities in the area, but not necessarily of what they are going to build. Mr. Lusk responded that the pictures are an idea or scope of what could be there. Mr. Bunger asked if they anticipate a theme throughout the site. Mr. Lusk responded that they are trying to get across the window style, the arch of the windows, the use of brick, and the pitches in the roofs, which are addressed in the Architectural Guidelines.

Rick Soper, Landscape Architect, stated that the issues raised by the residents are things they have generally considered. The road alignment is generally the alignment of the pavement on the current plan and being considered from an overall planning standpoint. They looked at several alternatives and the reasons this plan is the best alternative are safety, moving the traffic into the site from the light, and the topography. They are attempting to lengthen the road to make it as level as possible. Lengthening the road creates more of a neighborhood feel with the islands and tree line. He indicated the high point of the site and stated that U.S. 42 is relatively low in elevation. Northfield Drive is relatively low in elevation. He stated that the area of the berm and treeline is a spine on the site and there is a dimensional separation from U.S. 42 and the residential development. They believe, because of the location of the traffic light, that the commercial uses are more appropriate at the intersection. The smaller buildings, architectural controls, and condominiums work with the topography on the west side of the site. He stated that there is concern about the stormwater and there are several alternatives they are willing to investigate when they get into the engineering. He indicated on the slide how they could possibly get the water to flow back in the direction shown and drain the area to the east to U.S. 42 and limit the amount of storm drainage going toward the residential area.

There being no further comments, the Mrs. Poston stated that the Committee Meeting for this item will be on March 3, 2004 at 5:00 PM. This item will be on the Agenda for the Business Meeting on March 17, 2004 at 7:00 PM. Mrs. Poston closed this Public Hearing at 11:35 PM.

APPROVED:

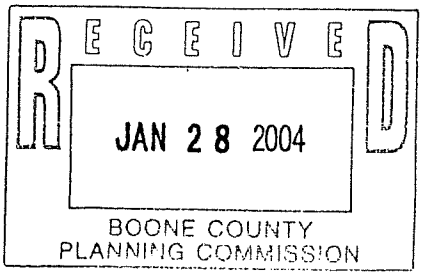
Susan Poston, Vice Chairwoman

Attest:

Jan Hancock, Recording Secretary
Exhibit 1 - Spiral bound booklet "Union Terrace" submitted by the applicant

CITY OF
FLORENCE
KENTUCKY

ADMINISTRATIVE DEPARTMENT
Diane E. Whalen, Mayor



January 27, 2004

Mr. Kevin Wall, AICP
Director of Zoning Services
2995 Washington Street
Burlington, KY 41005

RE: Bowman/White Triangle Design Zone Change Request

Dear Kevin:

This letter is written as a follow up to the City's January 19, 2004 correspondence to the Boone County Planning Commission regarding the above referenced project.

It has come to my attention that the applicant has found it necessary to amend the zone change application to include UR-1/PD for the rear portion of the proposed site. This change is necessitated by an oversight of the applicant, and because the proposed zoning classification is more appropriate for the rear portion of the property. It is the City's understanding the proposed change remains consistent with the concept plan presented to City Council in early January by the applicant.

With this mailing, the City reiterates its' earlier request for the Boone County Planning Commission to follow the procedure of KRS100.209, hold the necessary hearings and make a recommendation to the City with respect to the zoning application.

If you have any questions please feel free to call me at 647-8177.

Sincerely,

Richard J. Lunnemann
Assistant City Coordinator/Community Development Director

RJL:dls

8100 Ewing Boulevard • Florence, Kentucky 41042-7588 • (859) 647-8177 • Fax: (859) 647-5411
www.cityofflorenceky.com

APPLICATION FORM

ZONING MAP AMENDMENT
BOONE COUNTY PLANNING COMMISSION

RECEIVED
JAN 20 2004
BOONE COUNTY PLANNING COMMISSION

(See Boone County Zoning Regulations)

SECTION A (To be completed by applicant)

1. Name of Project: Union Terrace
2. Location of Project: U.S. Hwy 42
3. Total Acreage of Site: 15 +/- Acres / 13.88 acres
4. Current Zoning of Site: UC, UNO, RSE / UTO
5. Proposed Zoning (Classification being requested): UC / PD Overlay + UR-1/PD PER APPLICANT'S AMENDMENT
6. Proposed Uses (please specify each use): Restaurant, Bank, Daycare, Retail Strip Center, Office Condominiums, Residential Condominiums, Drug Stores.
7. Names of Applicant(s): Triangle Design Group
   Phone Number: 859-342-7333 Fax No.: 859-342-6080
8. Address of Applicant(s): 495 Erlanger ~~Bay~~ Rd
   Erlanger (City) Ky (State) 41018 (Zip)
9. Name of Property Owner(s): Kenneth & Joyce Bowman, William H. White
   Phone Number: 513-619-2514 Fax No.:
10. Address of Property Owner(s): 8902 US Hwy 42 & 8908 U.S. Hwy 42
    Boone County, Ky (City/State) 41042 (Zip)
11. Proposed Building Intensities (please specify): Residential 12 Units per Acre Max - Commercial 15,000 ft² per Acre Max
12. Are there any existing buildings on the site? Yes
    How many? 2
13. Deed Book: 575 / 322 Page No.: 4-12 / 241 Group No.: 2038B
14. Are you also applying for:
    No Conditional Use Permit
    No Dimensional Variance
15. Have you submitted a Concept Development Plan? Yes
16. Have you had a pre-application meeting with BCPC Staff? Yes
17. Please check the following organizations/agencies which you have discussed the proposed development within the last several months:

    ____ Boone County Water District
    X Florence Water and Sewer Dept.
    ____ Cinergy/U.L.H.&P. Co.
    ____ Sanitation District #1
    ____ Cincinnati Bell
    ____ Owen County Rural Electric
    ____ Boone County Public Works Department
    X Kentucky Transportation Cabinet
    X City of Florence Public Services Department
    ____ Boone County Building Department

(over)

_____ Northern Kentucky Health District
_____ USDA NRCS/Boone County Conservation District
_____ KY Division of Water
_____ Local School District
_____ Local Fire District
_____ Other:_____

18. Project Jurisdiction/Location
Y Unincorporated Boone County _____ Walton
_____ Florence _____ Union

19. **Applicant's Signature** James E. Funk

Property Owner's Signature Kenneth R. Bowman
x Joyce Bowman

SECTION B (To be completed by BCPC Staff)

1. Date Received 1-20-04
2. Review Fee $1,531.80 R# 37622
3. Check what has been submitted:
✓ Application
✓ Fee
✓ Legal Description
✓ Concept Development Plan
✓ Address of Adjoining Property Owners
5 Number of copies of plan received**
4. Is application complete? _____ Yes _____ No
5. Staff Reviewer KEVIN WALL
6. Committee Chairman_____
7. Scheduled Public Hearing Date 2/25/04
8. Boone County Planning Commission Action:
_____ **Approval**
_____ **Approval with Conditions**
_____ **Denial**
9. Other:_____

** Five (5) Copies Are Required

Boone County Planning Commission
2995 Washington Street
Burlington, Kentucky 41005
(859) 334-2196 - Phone
(859) 334-2264 - Fax
plancom@boonecountyky.org - E-mail
www.boonecountyky.org - Web Page

NOTE: **An application consists of all fees paid in full, submitted drawings and a completed application form.**

Addendum to Zoning Application

Due to an interpretation of the Boone County Zoning Code Triangle Design Group, Inc. is amending their Request for a Zone Change dated January 20, 2004. The properties requesting the Zone Change are 8902 & 8908 US Hwy 42, Boone County, KY. The previous request was a change from UC/, RS/ UTO and UNO to UC/PD. In order for Triangle Design Group, Inc. to achieve the density necessary to move forward with this development the new request for Zoning will be UC/ UR-1/PD.

We are sorry for any inconvenience this may have caused. Please proceed as normal with all public hearings.

Sincerely,

Kenneth Bowman Date

Joyce Bowman Date

William H. White 2-3-04
William H. White Date

Louise White 2-3-04
Louise White Date

Addendum to Zoning Application

Due to an interpretation of the Boone County Zoning Code Triangle Design Group, Inc. is amending their Request for a Zone Change dated January 20, 2004. The properties requesting the Zone Change are 8902 & 8908 US Hwy 42, Boone County, KY. The previous request was a change from UC/, RS/ UTO and UNO to UC/PD. In order for Triangle Design Group, Inc. to achieve the density necessary to move forward with this development the new request for Zoning will be UC/ UR-1/PD.

We are sorry for any inconvenience this may have caused. Please proceed as normal with all public hearings.

Sincerely,

Kenneth Bowman 2/4/04
Kenneth Bowman Date

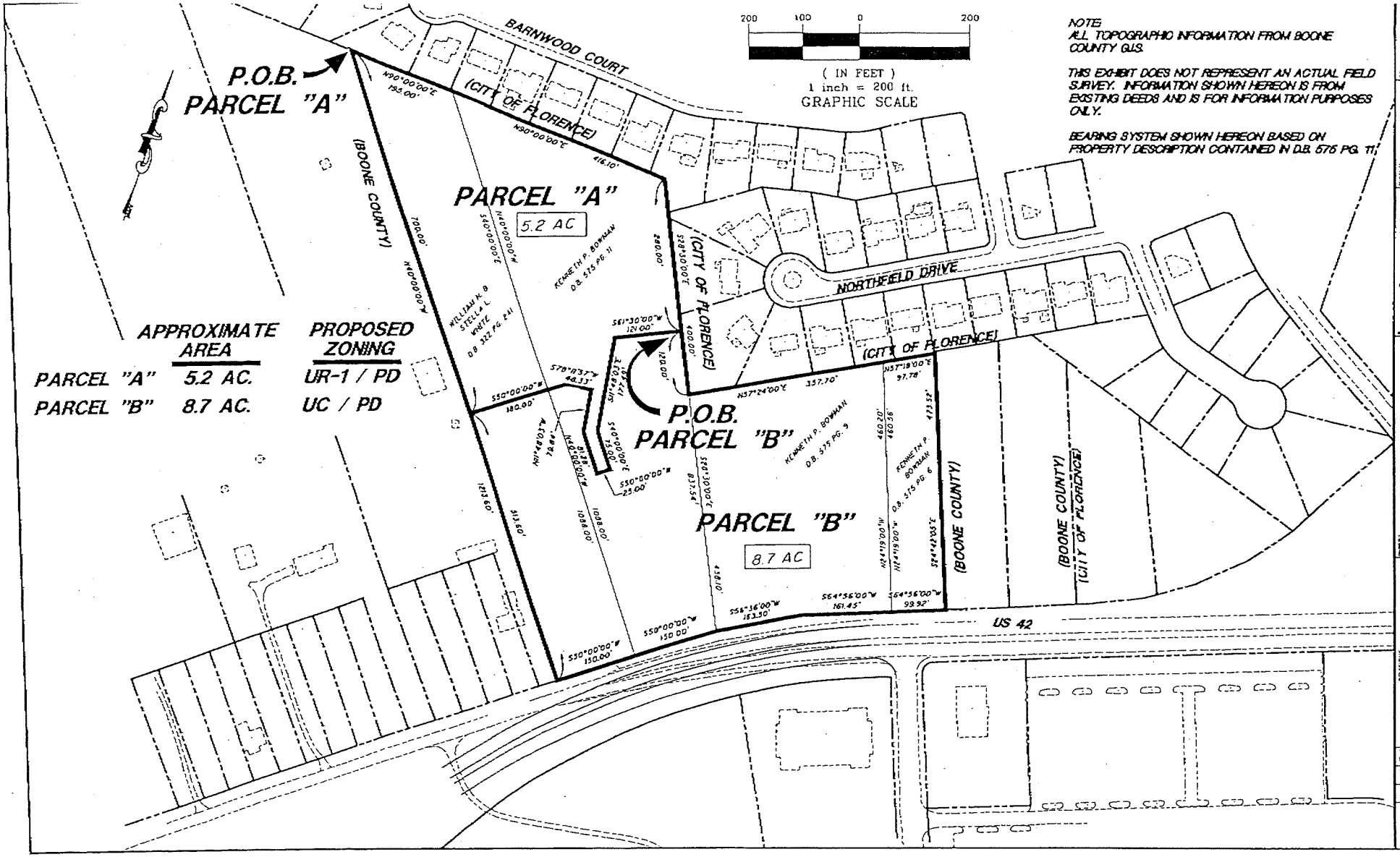
Joyce Bowman 2/4/04
Joyce Bowman Date

William H. White Date

Louise White Date

RECEIVED
FEB 12 2004
BOONE COUNTY
PLANNING COMMISSION

FROM :CDS r rence FAX NO. :859 525 51 Jan. 23 2004 08:59AM P5



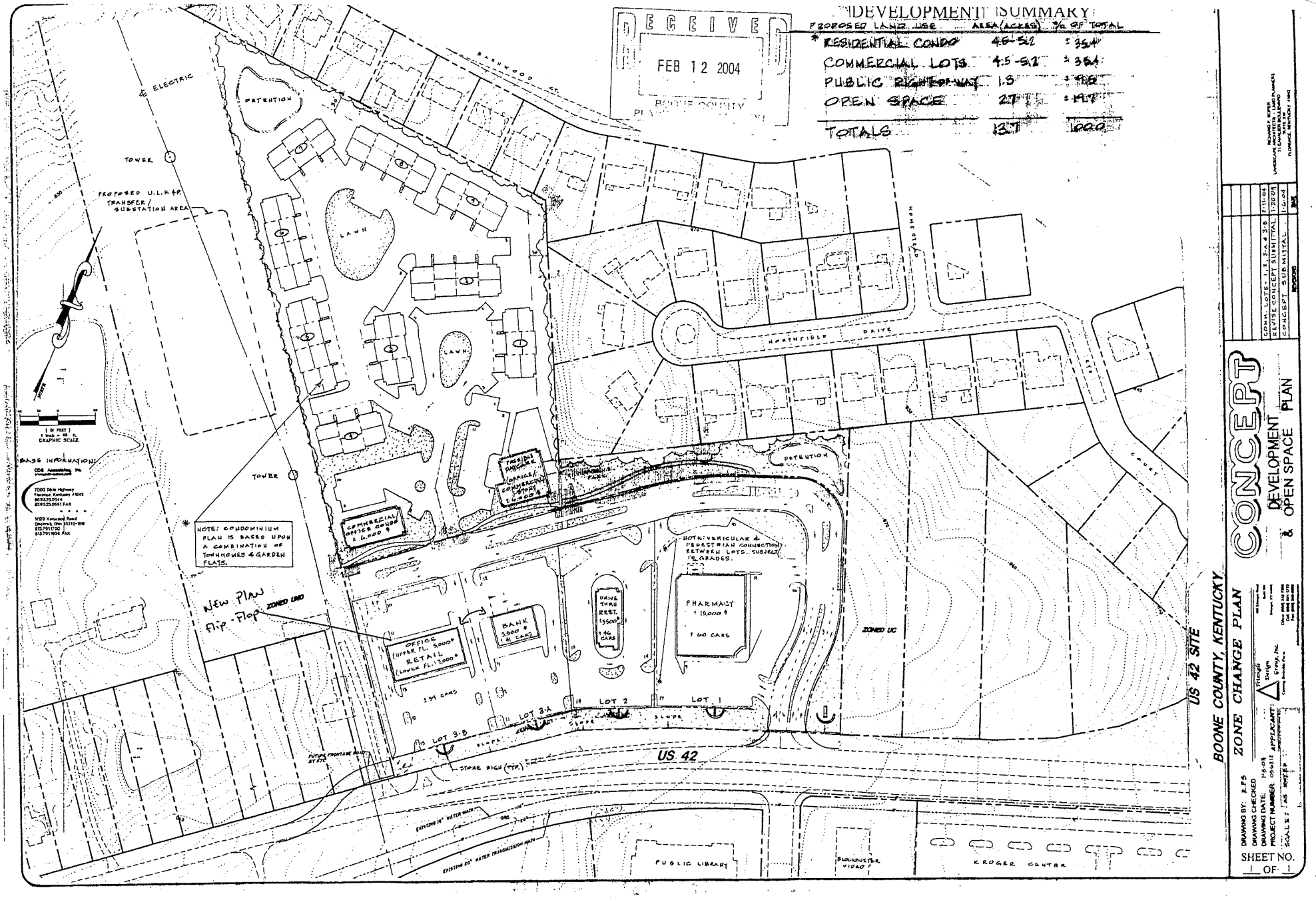
	APPROXIMATE AREA	PROPOSED ZONING
PARCEL "A"	5.2 AC.	UR-1 / PD
PARCEL "B"	8.7 AC.	UC / PD

ZONE CHANGE EXHIBIT

US 42 SITE

1"=200'

EXH


RECEIVED
FEB 12 2004
BOONE COUNTY
DEVELOPMENT SUMMARY
PROPOSED LAND USE | AREA (ACRES) | % OF TOTAL
* RESIDENTIAL CONDO | 46-52 | ± 35.4
COMMERCIAL LOTS | 4.5-5.2 | ± 36.1
PUBLIC RIGHT-OF-WAY | 1.5 | ± 9.8
OPEN SPACE | 2.7 | ± 19.7
TOTALS | 13.7 | 100.0
ELECTRIC
DETENTION
TOWER
PROPOSED U.L.H.&P. TRANSFER / SUBSTATION AREA
LAWN
HOMESTEAD
NORTHFIELD DRIVE
GRAPHIC SCALE
BASE INFORMATION:
NOTE: CONDOMINIUM PLAN IS BASED UPON A COMBINATION OF TOWNHOMES & GARDEN FLATS.
NEW PLAN Flip-Flop ZONED LAND
COMMERCIAL OFFICE OR RETAIL ± 6,000 ft²
FUTURE PARKING GARAGE / COMMERCIAL LEVEL ± 10,000 ft²
NOTE: VEHICULAR & PEDESTRIAN CONNECTION BETWEEN LOTS. SUBJECT TO GRADES.
OFFICE (UPPER FL. 5,000 ft²) RETAIL (LOWER FL. 7,000 ft²)
± 39 CARS
BANK 3,000 ft² ± 11 CARS
DRIVE THRU REST. 3500 ft² ± 46 CARS
PHARMACY ± 15,000 ft² ± 60 CARS
ZONED UC
LOT 1
LOT 2
LOT 3-A
LOT 3-B
SLOPE
STORE SIGN (TYP.)
US 42
US 42 SITE
EXISTING 16" WATER MAIN
EXISTING 20" WATER TRANSMISSION MAIN
PUBLIC LIBRARY
BLOCKBUSTER VIDEO
KROGER CENTER
CONCEPT
DEVELOPMENT & OPEN SPACE PLAN
CONN. LOTS - I.F. & A. 4.5.06 7-11-04
REVISE CONCEPT SUBMITTAL 7-20-04
CONCEPT SUBMITTAL 7-16-04
BOONE COUNTY, KENTUCKY
ZONE CHANGE PLAN
DRAWING BY: E.F.S
DRAWING CHECKED
DRAWING DATE:
PROJECT NUMBER: 04-018
APPLICANT:
SCALE: 1" = 100'
SHEET NO.
OF

Triangle Design Group, Inc.

495 Erlanger Rd
Suite 201
Erlanger, Ky 41018

Office (859) 342-7333
Fax (859) 342-6080

Union Terrace

Union Terrace is a 13.76 acre site located off of US Hwy 42 across from Braxton Rd. Union Terrace is surrounded by existing commercial developments along US Hwy 42, residential to the North and a proposed transfer station by CG&E directly to the West.

Blending existing developments that surround Union Terrace and creating unique development features will set Union Terrace apart. Union Terrace is also a pedestrian friendly, mixed-use plan that promotes connectivity. It is important to realize the connection between the commercial uses, passive park system and the surrounding residential property. Another unique feature is the tree lined, Island Boulevard that separates traffic as it passes through Union Terrace. The limited amount of curb cuts accent the Boulevard to provide easily navigable streets.

The components of Union Terrace are of a mixed- use variety. People will be able to Live, Work, and enjoy Free Time in an aesthetically pleasing environment. The following is a proposed breakdown of each lot within Union Terrace.

Lot 1

1.7 acres in size
Neighborhood Drug Store facility
Drive Thru service

Lot 2

1.0 Acre in size
Convenient Food style restaurant
Drive Thru service

Lot 3a

1.5 acres in size
Retail/ Office component
First floor retail, 7000-8500sf (Ice Cream, Deli, Dry Cleaner, Hair Care, etc.)
Second floor office 5000-6500sf

Lot 3b

.78 of an acre in size
Retail site for a Bank/ Financial institution
Drive Thru service

Commercial/ Office Condominium

.75 of an acre in size
Possible 2 Story building
Consistent with UC permitted use
Approximately 12,000sf in size

Daycare/ Office/ Commercial

.75 of an acre in size
Due to prior concessions- 1 story building only
Proposed Daycare-
7000sf facility or smaller

Residential Acreage

The proposed residential acreage is 5.2 acres in size. The Mix-use concept comes full circle with this permitted use. The site will consist of Residential style Towne homes/ Garden Flats. These units will be for sale in the $130,000 and up range. This is the perfect compliment to the single family residential and commercial uses bordering each side of the site.

These buildings will be 2 Story in nature (from front elevation) and governed by all architectural guidelines set forth for Union Terrace.

* Note: All property owners and Lessees will be subject to Union Terrace Association Guidelines governing Common Area Maintenance and Design Guidelines for each structure.

EXHIBIT
"B"

ZONE CHANGE/CONCEPT PLAN COMMITTEE REPORT

TO: Boone County Planning Commission

FROM: Susan Poston, Chairwoman

DATE: April 7, 2004

RE: Request of **Triangle Design Group (applicant)** for **Kenneth Bowman, Joyce Bowman, and William H. White (owners)** for a Zoning Map Amendment from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, all for 13.88 acres located at 8902 and 8908 US 42, Boone County, Kentucky. The request is for a zone change to allow commercial and office uses, and residential condominiums.

REMARKS:

We, the Committee, recommend approval of the above referenced request based on the following findings of fact and with the following conditions.

FINDINGS OF FACT

1. The Committee has concluded that the proposed Zoning Map Amendment and accompanying Concept Development Plan are in agreement with the Comprehensive Plan due to the following reasons.

   A. The Future Land Use Map designates the southern portion of the site along US 42, which coincides with the proposed UC/PD area, as "Commercial." This designation is described as "retail, corporate and professional office, interchange commercial, indoor commercial recreation, restaurants, services, etc." Further, the 2000 Union Town Land Use Plan Map designates this part of the site for both Commercial and Office uses - both of these categories fall within the Comprehensive Plan's Commercial designation as it is described in the Land Use Element. The Union Town Plan is "designed to be a furtherance of the Comprehensive Plan's recommendations," and the Land Use Element ("Union Area," pg. 164) states that "the (Union Town) plan's recommendations are shown on the 2025 Future Land Use Map and also affect the Boone County Zoning Regulations." Additionally, the Union Town Land Use Plan Map illustrates a conceptual connector street in the same general alignment as the street shown on the Concept Development Plan.

B. The Land Use Element ("Pleasant Valley - West Florence Area," pg. 164) states that smaller-scaled office and institutional uses are intended in the vicinity of Farmview Subdivision and the Florence/Union corporate boundary, and that creative building layout and orientation should be used in lieu of strip-style commercial development, and Planned Development Overlay Districts should be utilized. Although the proposed commercial area includes retail uses, the Concept Development Plan is designed to have the characteristics of an integral development indicative of smaller-scaled office and institutional uses. It also uses the Planning Development Overlay District to provide a creative building layout which appropriately relates to both US 42 and the proposed internal street, which helps to minimize an automobile orientation and strip style development characteristics. In addition to building siting, the development will use low scaled signage, an integral architectural system throughout the development, and an appropriate streetscape design along US 42 and along the proposed internal street to accomplish these objectives.

C. The Land Use Element (quotation from the 1995 Comprehensive Plan in the "Union Area" section of current plan, pg. 165) also states that "neighborhood-oriented commercial uses may be provided along U.S. 42 between Farmview Subdivision and the Union city center in the form of small-scale nodes that are focused upon existing and future road intersections; regional retail uses are not appropriate in the U.S. 42 corridor. The physical development of these commercial nodes should be reflective of the existing rural environment and should include such elements as vernacular influenced architectural treatments, site planning arrangements reflective of the farmsteads in the area, parking areas situated at the sides and rear of buildings, tree lines along side property lines, and post and rail fencing." The proposal is a small-scale, neighborhood oriented commercial node which is focused upon the existing US 42/Braxton intersection. Based on the site arrangement, proposed architectural design, amenities, and other commitments in the agreed conditions outlined below, the character of the development will properly relate to the rural environment of the US 42 corridor to the west and south. These attributes of the proposal also demonstrate agreement with the Business Activity Element ("Union Area," pg. 164), which advocates limited scale commercial clusters, or "neighborhood business district form," in the US 42 corridor.

D. The proposed UR-1/PD portion of the development is in agreement with the Housing Element text. The Element ("Housing Types," pg. 82) notes that "multi-family housing developments should have convenient access to commercial districts or should provide their own supporting commercial uses" and that "high density residential areas should be located sufficiently near and with convenient access to major streets, highways, and shopping and public facilities. A progression of densities of residential uses from high (multi-family) to low (single family) shall be encouraged." The proposed residential condominiums will be located in close proximity to US 42 with immediate access to the proposed commercial area and other commercial areas in the vicinity. The proposal also transitions from the more intense commercial uses along US 42, to an office orientation in the center of the site, and then to attached residential which adjoins the existing single family detached development in Farmview Subdivision.

E. The Committee has concluded that the proposal is in agreement with the applicable Future Land Use Development Guidelines as described in the Comprehensive Plan and the Goals and Objectives. Specific references to the guidelines and Goals and Objectives are outlined in the staff report for this request.

2. Due to the narrow width of the northern portion of the site that is proposed for residential condominiums, and the fact that the construction of an electrical substation is pending immediately to the west, which is adverse to a single family residential character and limits the ability of the parcel to assembled with the adjoining lots for a substantive single family development, the Committee has concluded that the existing RS/UTO zone is inappropriate and that the proposed UR-1/PD zone is appropriate. The pending construction of the substation also represents a major change of a physical nature not anticipated in the adopted comprehensive plan that substantially alters the area's character. As noted under paragraph 1.D above, the Committee has concluded that the proposed UR-1 zone is part of an effective land use transition which is in agreement with the Housing Element.

3. The Committee has concluded that the Concept Development Plan, coupled with the agreed conditions, fulfill the applicable requirements of Article 15 "Planned Development District" and Article 25 "Union Town Plan Districts" of the Boone County Zoning Regulations. Due to the varying requirements of each article, the Committee has concluded that the combination of the Concept Development Plan and the agreed conditions represents an appropriate "merging" of the various requirements via the flexibility in standards permitted by the PD overlay zone.

4. The Committee has concluded that the attached conditions are necessary to achieve consistency with the specific goals, objectives, and policies of the 2000 Boone County Comprehensive Plan, the Union Town Plan as it relates to the Comprehensive Plan, and the standards and policies of Article 15 "Planned Development District" and Article 25 "Union Town Plan Districts." The Committee has also concluded that the attached conditions are necessary to mitigate any foreseeable community impacts that may be created by the development. The property owners have signed a letter demonstrating agreement with these conditions.

CONDITIONS

1. The development shall follow the version of the Concept Development Plan presented by the applicant at the 2/25/04 Public Hearing for this request, except where superceded by the following conditions.

2. The transition of the main internal road between the north-south leg and the east-west leg shall be a three-way stop, "T" intersection (with the third leg of the intersection being completed when the property to the east develops), unless it is demonstrated through the Preliminary Plat review that a radial curve is safer in terms of traffic circulation. Additionally, the site shall be connected to the "future frontage road by KTC" that is shown on the Concept Development Plan only if safe traffic movement with an appropriate geometric layout is demonstrated.

3. The development shall comply with the requirements of the following subsections of Section 2540 of the Boone County Zoning Regulations: #5 "Utilities," #7 "Fences," #9.b "Street Trees," #9.f "Street Lights," and #9.g "Street Furniture." Sidewalks shall be provided on at least one side of the street and may be integral curb/walks where appropriate. Additionally, the sidewalk links normally required under Section 3327 "Pedestrian/Bicycle Improvements" shall also be provided.

4. The architectural design in the development shall follow the submitted written guidelines and the conceptual elevation (attached) and the conceptual illustration which is attached to the 3/16/04 letter from Phil Drees (attached).

5. The on-site storm water system shall be designed to help remedy existing storm water problems in the area through the use of extra catch basins, over-detention, etc., per the City Engineer's direction.

6. Healthy, existing trees shall be retained and buffering shall be provided per the 3/16/04 letter from Phil Drees, including the attached buffer profile drawing. Additionally, a minimum 30 foot wide buffer which contains the required plantings from Buffer Yard B in Article 36 of the zoning regulations, in addition to the retained trees, shall be provided along the north and east property lines of the northern (residential condo/office/day care) section of the development. The combination of the buffering commitments in the 3/16/04 letter and additional plantings along the south property line of the lots in Farmview Subdivision which adjoin the proposed internal road shall be minimally equivalent to Buffer Yard C as outlined in Article 36. All other landscaping shall meet the normal requirements of Article 36 of the zoning regulations.

7. Lighting shall conform to the commitments outlined in the 3/16/04 letter from Phil Drees. Measurable light shall be less than one (1) footcandle at all project boundaries.

8. Freestanding signs shall be limited to three monument signs total along the U.S. 42 frontage (one overall development identification sign and two signs for specific businesses). The design of the signs shall mimic the development's architectural theme and shall follow the submitted schematic drawings. Each sign shall be a maximum of 8 (eight) feet high (as measured from the top of the appurtenant retaining wall base) and contain a maximum of sixty (60) square feet. Manually changeable copy shall only be permitted, for the two monument signs for specific businesses, for up to thirty percent (30%) of the total copy area of each sign. Electronically changeable copy of any type is not permitted.

A copy of the Public Hearing minutes accompanies the findings and recommendation serving as a summary of the evidence and testimony presented by the proponents and opponents of this request. Attached is the signature page for the Zone Change Committee Vote.

Exhibit "B"

RECEIVED
JAN 21 2004
BOONE COUNTY
PLANNING

Union Terrace
Design Guidelines (Preliminary)

The purpose of establishing design guidelines is to reinforce the theme and character of Union Terrace. The guidelines will protect each commercial and residential user as well as enhance the physical features and amenities within the overall environment.

Note: the Union Terrace Design Review Committee must approve all site and building plans.

Architectural Building Guidelines:
Commercial

Roof:

- At least 20% of the Roof line has to pitched (mansard roof line is acceptable)
- Pitched roof has to be metal or equivalent (color to be determined)
- If roof is used over pick-up or drive-thru windows then pitched roof is required

Exterior of Building:

- Brick material has to be on 80% of the Building (Color/type to be determine)
- Arch walkways or Arch windows to be incorporated into building. Arch concrete lintels (on similar looking material) to be used where practical
- Use beige colored band trim, belt course or cornice line at or above window height
- Colors and accents to match other commercial users within development
- Stamp concrete or color concrete sidewalks to be used next to building (Color and pattern to be determine)

No temporary buildings including trailers, incomplete buildings, tents, or shacks shall be permitted on the property.

Union Terrace Design Review Committee reserves the right to waive any of these requirements when, in its sole judgment, the waiver provides for a more appropriate design of a building and does not compromise the integrity of the development.

Commercial site design requirements:

Outdoor Storage/Trash

- Outdoor storage and trash location must be concealed using the primary building design requirements

Parking and Lighting

- No solid concrete islands in parking lot allowed, landscaped islands to be used unless approved Streetscape materials used.
- Light post and fixture (selection yet to be determine)

- Light post base to use brick or stone (color/type same as buildings or entry monument)
- Connectivity with other parking areas must be made
    - Use "Stamp" concrete or color concrete sidewalks to connect (pattern to be determine)
    - Coordinate and blend parking lot entrances and exits with adjacent users

Landscaping

- A separate landscape plan shall be submitted prior to building construction. Union Terrace Design Review Committee must approve plant materials and landscape construction that is to be installed on the lot.
- All unpaved areas of each site not utilized for parking or buildings shall be landscape,
- Landscape shall be used to mark entrance points and parking areas.
- Landscape shall be used to enhance building scale and forms.
- Landscape treatment shall not interfere with sight line requirements at street or driveway intersections. All landscaping shall be designed for reasonable maintenance, and all landscape areas shall be maintained in a quality manner at all times. Paving or terracing may be used in areas where excessive maintenance would otherwise be required.

Signage

- All exterior signs shall be approved by Union Terrace Design Review Committee
- No sheet metal signs, flat wood painted, or exposed fluorescent lights signage allowed.
- The location, size, and construction of signs will be in keeping with the character of the development.
- Ground mounted signs shall not have a gross area of more than Eighty (80) square feet and shall not exceed ten feet (10') in height and shall be connected to the ground along the base length.
- Illuminated signs shall be rear lighted or lighted from a nonapparent light source
- Other signs allowed may be of a directional nature or temporary signs indicating "For Sale" or For Lease"
- All permitted signs shall be of a design and material consistent with the building and/or developers monumentation itself.

Union Terrace
Design Guidelines (Preliminary)

The purpose of establishing design guidelines is to reinforce the theme and character of Union Terrace. The guidelines will protect each commercial and residential user as well as enhance the physical features and amenities within the overall environment.

Note: the Union Terrace Design Review Committee must approve all site and building plans.

Architectural Building Guidelines:
Residential Condo's

Roof:

- Define overhangs, cornice lines, dormers
- Utilize gable and/or hip roof shapes with a minimum roof slope of 4:12
- Material shall be heavy weight dimensional shingles or metal. Color to coordinated with commercial roof lines
- Flat roofs and mansard roofs are not allowed

Exterior of Building:

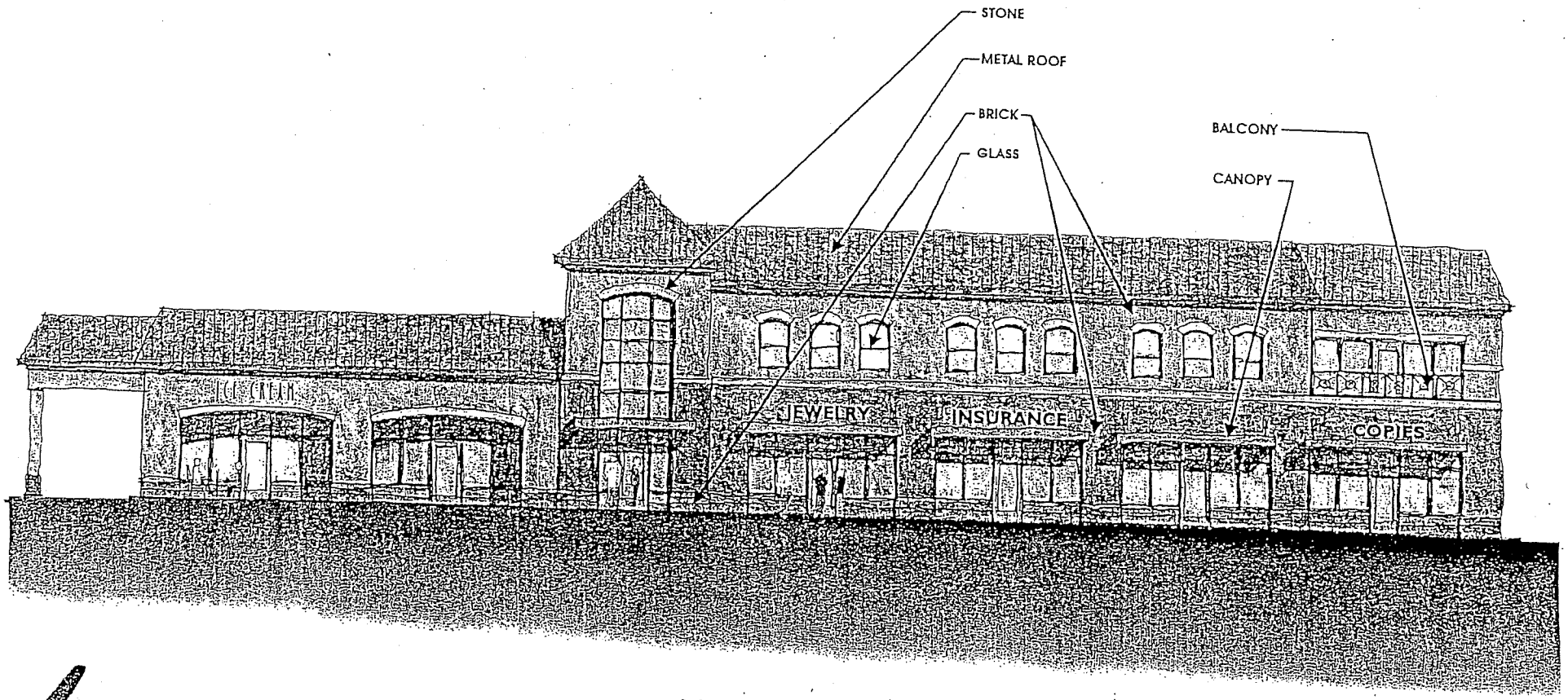
- Brick or stone material has to be on 65% of the Building (Color/type to match commercial buildings)
- Arch walkways or Arch windows to be incorporated into building. Arch concrete lintels (on similar looking material) to be used where practical
- Colors and accents to match other commercial users within development

No temporary buildings including trailers, incomplete buildings. tents, or shacks shall be permitted on the property.

Union Terrace Design Review Committee reserves the right to waive any of these requirements when, in its sole judgment, the waiver provides for a more appropriate design of a building and does not compromise the integrity of the development

Amenities

- Developer to provide a common area amenity such as a "pocket park" for public open space gathering
- Agree to be a member of the "Union Terrace commercial association" that will provide the vehicle to maintain the open space grounds and features
- Developer will place "Union Terrace" signage at entrance with each commercial user listed (Must have at least 3000 Sq. Ft.)
-



THE SHOPPES AT UNION TERRACE

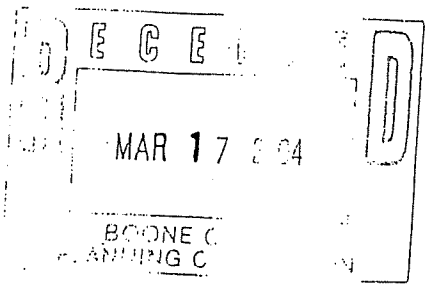
TRIANGLE DESIGN GROUP

Triangle Design Group, Inc.

495 Erlanger Rd
Suite 201
Erlanger, Ky 41018

Office (859) 342-7333
Fax (859) 342-6080

March 16, 2004



Mr. Kevin Wall
Boone Co. Planning Commission
2995 Washington Street
Burlington, KY 41005

Dear Kevin,

The following is a summary of the various neighbor concerns that have been brought to our attention regarding the proposed Union Terrace Project (UT). Triangle Design Group (TDG) has been working with the existing residential property owners to the North of UT in an effort to mitigate their concerns.

These concerns are as follows:

1. Buffering- Can the road be moved in order to create more buffering?

2. Detention- Will the UT detention area be adequate to prevent storm water runoff from entering the residential area?

3. Lighting- Can TDG use a less invasive lighting system to guard against light pollution? In addition, how will UT address the impact of car lights on the residences behind the intersection at UT?

4. Noise- What can TDG do to minimize noise pollution?

5. Trees on the property line- Will the UT development impact the mature existing trees along the property line?

6. Hours of Operation- What will the hours of operation be and can they be controlled?

How are the developers of Union Terrace addressing these issues?

1.Buffering

TDG has submitted an option that has the potential of mitigating the buffering concern. The option of "sweeping" the road has been reviewed by the residential neighbors and TDG. If this option meets subdivision requirements, we will be willing to make the change. However, the "sweep" needs to be reviewed by the proper engineering representative for the county and or city of Florence before acceptance.

Another option looked at by the neighbors and TDG was to install some fencing and low hedging along with the already proposed trees and swale/berm area. TDG feels that portions of a strategically placed fence will severely reduce any light and noise emanating from UT, as well provide a sense of safety for the neighboring homeowners. (Examples of each option are included in this packet).

2. Detention

By law, TDG is not able to increase storm water runoff onto neighboring properties. It is our impression that the neighboring property owners are concerned that existing storm water problems will be amplified by the UT development. This will definitely not be the case. TDG is currently working with its engineers and tenants to actually reduce the current amount of storm water runoff onto neighboring properties.

The Detention area along the back of the properties on Northfield Dr. could possibly be reduced in size if Walgreen's were to agree to install underground detention. TDG has also determined that the Detention area can be moved slightly away from the adjoining property owners if the "sweeping" option explained in the buffering section is determined feasible. If practical, the Detention area will outlet into the ditch along US Hwy 42.

The Detention along Barnwood Court is under review as well. A meeting was held on March 10, 2004 with Cinergy to explore placing the Detention area on their property. The outlet will still follow the normal outlet that is shown on our plan.

3. Lighting

TDG has submitted for your review the lighting provided by Cingery. The gas light replica will be used on all public streets and throughout the residential condominium area. Light options run 12' to 16'in height and have a lower luminary range than standard streetlights (included in packet). In addition, a light plan will be submitted, illustrating how lighting on individual commercial lots will be contained on site as opposed to drifting onto neighboring properties.

4. Noise

The UT development is governed by current zoning regulations for allowable noise levels projected through the site. It is our intention not to exceed these regulations. With the fencing and hedges, there should be ample barriers and reduction in noise to prevent noise from negatively affecting neighboring residences.

5. Existing Trees

TDG has instructed its engineer (CDS and Associates) to provide a 15' buffer around the entire rear of the property. The disturbed limits will not encroach upon this buffer therefore saving all of the existing trees. Elsewhere, it is our intention to preserve as much of the existing mature live trees as possible.

6. Hours of Operation

TDG has spoken with all tenants and future business owners. Expected business volumes do not justify 24-hour operations. The hours of operation will be consistent with other retail and restaurant hours in similar surrounding areas.

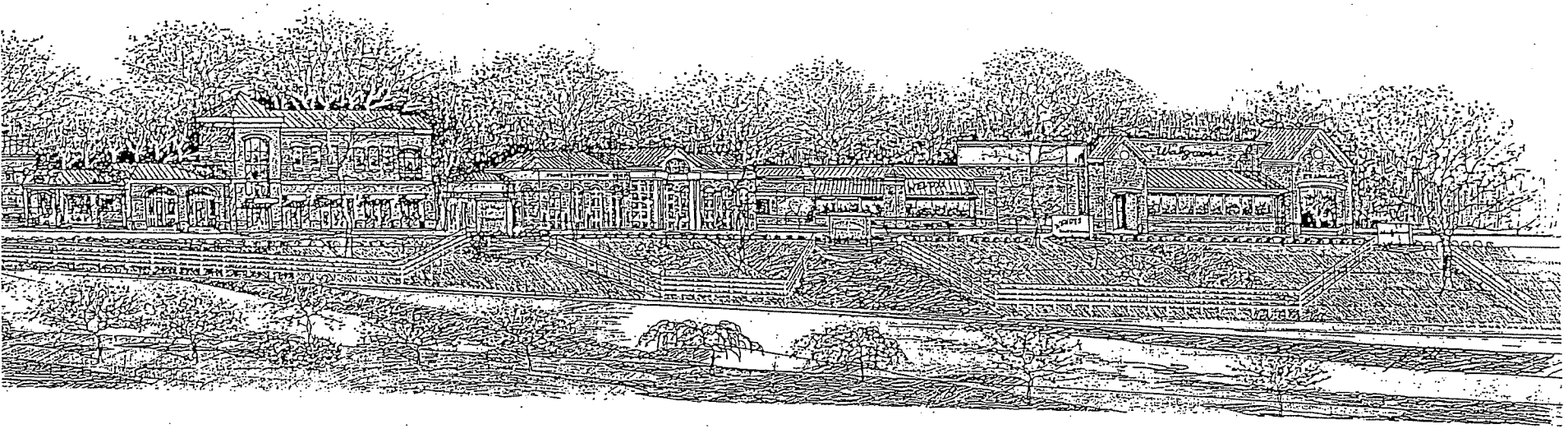
Summary

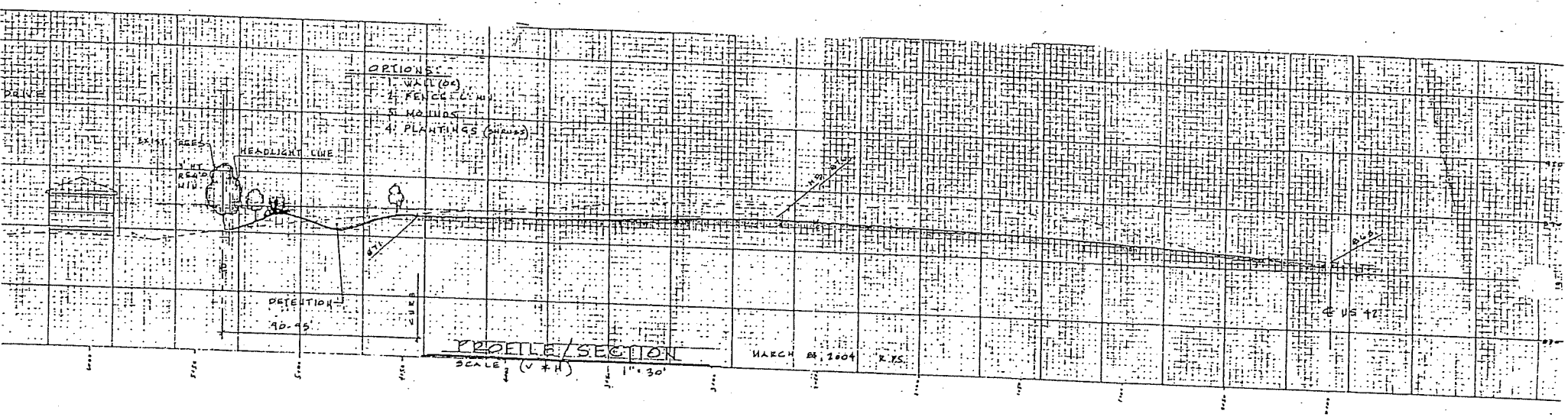
TDG met with the existing residential neighbors on March 11, 2004 at the proposed site. Our overall opinion of the meeting was that the neighboring property owners were, for the most part, satisfied with the options and solutions outlined in this letter.

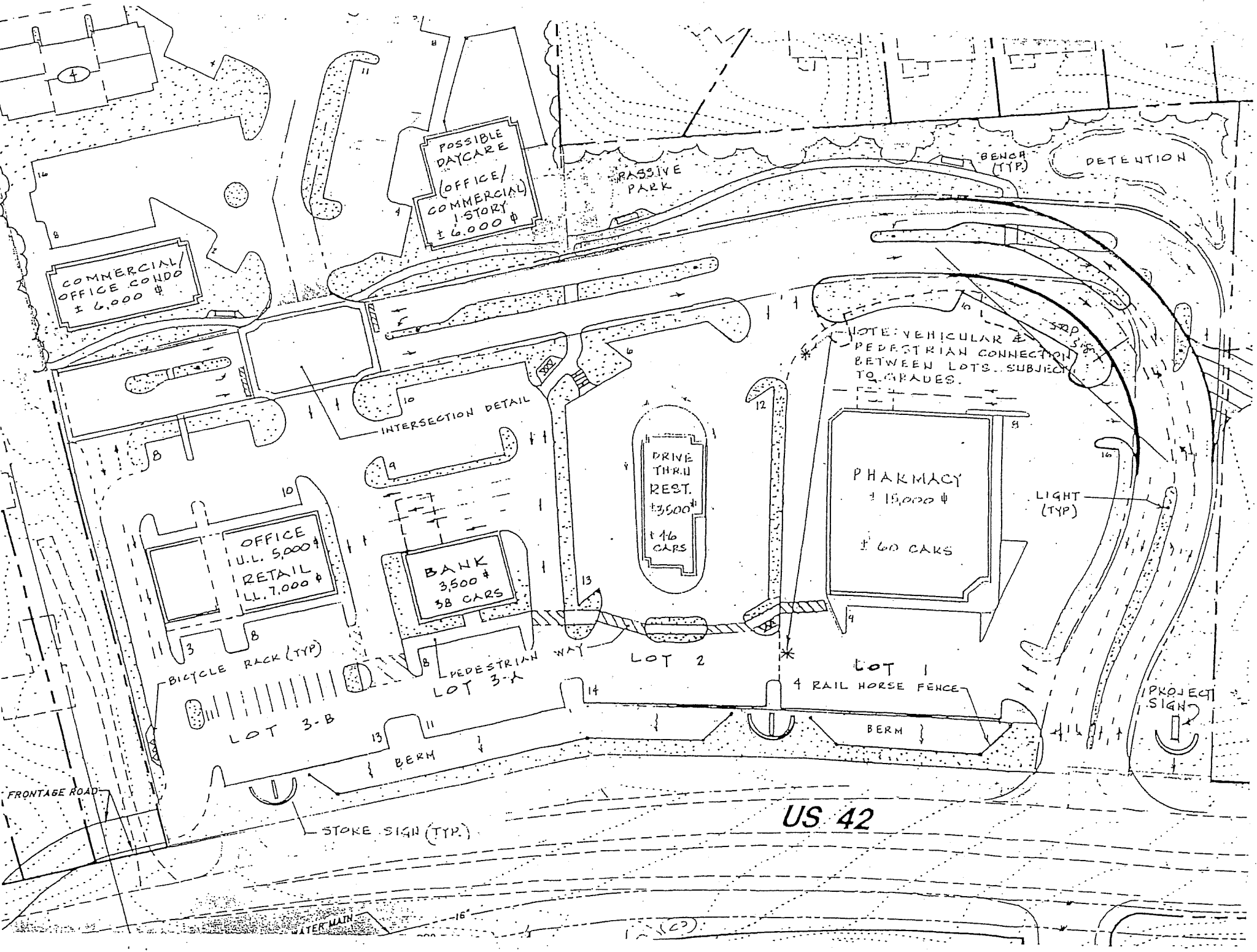
Union Terrace is poised to be a special development unlike any in the existing area. We hope that you can appreciate the time and effort put in by the development team to find solutions and overcome the objections presented by the neighbors. We hope that these efforts will further your ability to recommend approval of the UT development to the entire planning commission.

Sincerely,

Phil Drees,
President,
Triange Design Group, Inc.




OPTIONS:
1. WALL (DE)
2. FENCE (LOW)
3. MOUNDS
4. PLANTINGS (SHRUBS)
EXIST. TREES
HEADLIGHT LINE
DETENTION
90-95'
VARIES
@ US 12
PROFILE/SECTION
SCALE: (V + H) 1" = 30'
MARCH 28, 2004 R.F.S.


POSSIBLE DAYCARE
(OFFICE/ COMMERCIAL)
1 STORY
± 6,000 ϕ
COMMERCIAL/ OFFICE CONDO
± 6,000 ϕ
PASSIVE PARK
BENCH (TYP)
DETENTION
NOTE: VEHICULAR & PEDESTRIAN CONNECTION BETWEEN LOTS SUBJECT TO GRADES.
INTERSECTION DETAIL
DRIVE THRU REST.
± 3500 ϕ
± 46 CARS
PHARMACY
± 15,000 ϕ
± 60 CARS
LIGHT (TYP)
OFFICE
U.L. 5,000 ϕ
RETAIL
LL. 7,000 ϕ
BANK
3,500 ϕ
38 CARS
BICYCLE RACK (TYP)
PEDESTRIAN WAY
LOT 2
LOT 1
4 RAIL HORSE FENCE
LOT 3-A
LOT 3-B
BERM
BERM
PROJECT SIGN
FRONTAGE ROAD
STOKE SIGN (TYP)
US 42
16" WATER MAIN

Public Hearing Item No. 2:

Commission Members Present: Mr. Barlow, Mr. Bunger, Mr. McMillian, Mr. Poe, Mrs. Poston - Vice Chairperson, Mr. White, and Mrs. Wilson - Secretary/Treasurer.

Staff Members Present: Mr. Kevin Costello, AICP, Executive Director; Ms. Jan Hancock, Secretary; and Mr. Kevin Wall, AICP, CDT – Director, Zoning Services.

Legal Counsel Present: Mr. Dale Wilson

2. **Applicant:** **Triangle Design Group for Kenneth Bowman, Joyce Bowman, and William H. White (owners)**

Request: **Zoning Map Amendment and Annexation**

The request of Triangle Design Group (applicant) for Kenneth Bowman, Joyce Bowman, and William H. White (owners) for a Zoning Map Amendment from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, all for 13.88 acres located at 8902 and 8908 US 42, Boone County, Kentucky. The request is for a zone change to allow commercial and office uses and residential condominiums.

Following an explanation of the Public Hearing process, Mrs. Poston asked for the applicant's presentation.

Bill Drees with Triangle Design Group and a resident of Hebron, stated that he has been in business since 1998 when he left The Drees Company to do site amenity features for developers. He stated that the request is for rezoning of the Bowman property and the project is called Union Terrace. He has been working on the project for five years and they have had many ideas and concept plans. The project is on the fringes of Union and will be annexed into the City of Florence. It is in the transition area to downtown Union. The downtown area is about 1.5 miles away from the site. He stated that because of the terrain, developing the site will be costly. He stated that some of the commercial end users are present, but some left because of the late hour. He submitted a spiral bound handout "Union Terrace" (see **Exhibit 1**).

Jamie Lusk, 942 Lost Valley Court, Villa Hills, Kentucky, reviewed a Power Point slide. He stated that the development is on US 42. The site is approximately 13.5 acres and is currently vacant. He noted a vacant motel, neglected property, and undeveloped fields. The Cinergy transfer station will be located on the adjacent property to the west. He indicated Kroger's, retail shops, a medical office, suburban residential development, drive-thru restaurants, and a public library in the area. He stated that this is a transition area along US 42, which is a five-lane road. He stated that there is suburban, commercial and residential development around their property. The transition is from the commercial development to the suburban commercial development to the downtown area. They see this as a commercial opportunity for left out development. It will be built with a sense of place where people can live and work and enjoy themselves. They met with Staff and have tried to implement the changes they discussed in the plan. He stated that the request for annexation will run concurrent with the zone change request. They met with Florence City Council, the Council members, and citizens. He presented a Power Point slide of the final Concept Plan, which is in the handout. He stated that there are six commercial sites ranging from .7 acres to 1.7 acres in size. There are a variety of complimentary uses within the development and the following tenants are signed up: Walgreen's, Wendy's, First Security Bank, Graeter's, children's day care, and professional office. The residential section of the development is sixty-two for-sale condominiums that will sell for $130,000 and up. They want a mixed use of commercial and residential development. There will be paved parking and sidewalk connections between the lots for an urban feel. He stated that some of the regulations in the Union Town Plan do not fit with what they are trying to do. There is an issue of the existing grade. The site is 25 feet above the road and across the street the land is flat. The depth of the property is difficult. They are building a road with a 60-foot right-of-way. The future Cinergy substation is a problem because no one wants to live next to it. They are trying to combat the issues with twelve units per acre and a $130,000 purchase price. He stated that there are also issues with the economy, the overall cost of land development, and sewers. There will be a cost for the streetlight. It is a single-loaded street. There are existing competitive uses and a strip center is being developed further up the road. The Kroger space is available. He stated that tenants are willing to spend a little more money to be in their development because it will be a good development. He stated that the market has taught them that they need to work with drive-thrus and design for drive-thru restaurants. He stated that there is a five-lane road and a lot of automobile traffic that they want to capture. There are two equally important roads –Longbranch Road and US 42. He stated that the parking in the front does not agree with the Union Town Plan – but they have two roads to think about. They have staggered the lots and staggered the setbacks. He stated that there are safety issues in regard to ingress/egress which they have addressed by getting cars in one location and not having to get back out on U.S. 42. They will have quality landscaping and amenities such as park benches, bike racks, and lighting features. There is a tree-lined boulevard through the site. He stated that a sea of parking in the front is not the best situation, but they will have

hedges, mounding, and fencing along the front and the parking will not be seen when driving down U.S. 42 because of the elevation. He stated that the design and construction of the buildings are important. The architectural controls are in the handout. All the users will be part of the Union Terrace Association so that they can control the buildings and how they look. His company will own a retail/office building in the development and they plan to stay there. He presented renderings of what the residential area might look like and exhibits of prior plans to show how they worked through the process to get to where they are today.

Frank Raeon, who lives in Mariemont and worked for The Drees Company as Director of Leasing and Commercial Sales, stated that they are asking for modifications to the Union Town Plan. He stated that the proposal has some of the elements the Planning Commission would like to see incorporated in the Union Town Plan, but plays to what is across the street. The development is neighborhood oriented and has rich design. Walgreen's will be a tremendous anchor and Wendy's has wanted to be in the Union area for some time. They want an anchor with name recognition and quality such as Graeter's, which will be in the corner location with a drive-thru. End users feel that drive-thrus make them competitive. They will create a courtyard with a coffee shop that will have a drive-thru window. The coffee shop is disadvantaged without the drive-thru window. Businesses are moving out of locations that do not have drive-thrus. They need a drive-thru for Walgreen's and one for Wendy's, a pick-up window for the bank, and a pick-up window/drive-thru for the coffee shop. They are hoping to get a good Chinese restaurant at the end cap, which may leave them without a pick-up window for the coffee shop. He stated that someone else may want to share the patio area with Graeter's. They want to remain competitive and complement what has been created in the Union Town Plan. He stated that the Union Town Plan is in an area for a lot of pedestrians, but four or five lanes of traffic on U.S. 42 does not create a pedestrian feel. Old U.S. 42 past this site goes to two lanes which creates a pedestrian feel. He indicated the sidewalk area and stated that they have made as much effort as possible to make it work. He stated that there is one curb cut on U.S. 42. He stated that someone picking up a child at day care will be able to go to the bank, go to Wendy's and take home a meal, pick up a prescription, and go to Graeter's. He stated that the uses are complementary. This is a good plan to emphasize the automobile and convenience.

Mr. Rick Soper, Landscape Architect, was available to respond to questions.

Due to the late hour, Staff Member Kevin Wall presented the Staff Comments and reviewed the Site Plan. He requested that the Commissioners read the Staff Report (see Staff Report). He stated that there are residential uses south of the proposed Cinergy substation and screening along the west property line of the Graeter's lot should be considered.

Mrs. Poston asked if there was anyone else present who wished to speak in favor of the request. There being no response, Mr. Costello began calling the names of those who signed slips to speak.

Marc Wilson stated that he and his wife and children live at 37 Northfield Drive, which is the closest house to the proposed development. He is concerned about crime such as an armed robbery that occurred at a Walgreen's and a murder at a Wendy's. He is concerned about buffer. He does not want to feel vibrations, or have noise pollution, light pollution, odors from the dumpsters, or noise from the PA system at Wendy's. The road is too close to his property. There are 24 children from his house down to the end of the cul-de-sac and they play in the back yards. It is a young family neighborhood and the proposed road is a danger to the children. Their bedrooms are on the second floor and there will be headlights coming into their bedrooms at night. He stated that the elevation has to be considered. They want a large buffer. He stated that property value and marketability of his home will be affected. He and the other neighbors expected a development more like a doctors' office with medical use hours on the site. He stated that the long-range plan calls for limited uses in the area.

Tim Garnett, no address given, stated that he moved in about a year and a half ago. He knew there was commercial zoning, but he did not think the access road would be there. He plans to live there and raise his three children. His property is 50 – 70 feet from the access road. The headlights will also affect his children's bedrooms. Safety and privacy are issues. He is concerned about noise, light, and pollution. He would like the access road relocated to give some privacy to their homes.

Art West, 25 Northfield Drive, stated that he is a retired Federal Agent and is home all day long. His privacy is important. He stated that there were a lot more people here about this request, but left because it got so late. He is an adjacent property owner, but he did not receive a letter and only had five minutes notice to prepare. He stated that the developer talked to the Mayor and to Mr. Carroll and through the conversation with Mr. Carroll, the location of the day care center was changed – if something can be changed for a City Councilman, it can be changed for the other residents. He stated that the houses have small backyards. The subject property is a big mound of dirt and the houses are totally secluded from U.S. 42. He stated that the existing fast food restaurants are all across U.S. 42 and down the road and do not affect them. This development will affect the marketability of his home. The road will be above his house and he will be able to look at the mufflers on the trucks as they go by. He has large picture windows in the back of his house and he will have a view of cars and trucks going by. He stated that the businesses should shut down about 6 PM. Cars will be driving on the road above his house at 1 AM and 2 AM and shining lights in his picture windows constantly. A bank would do business in the daytime and be closed at night and he would not have a problem with that. He does not want fast food restaurants near his house. He stated that the long range plan for 2025 states that

when you get out to Farmview it is supposed to be a local development atmosphere and offices – it does not say anything about large national chains like Walgreen's and Wendy's with headlights 8' – 10' above the houses all night long. The proposed plan is not in keeping with the long range plan. He stated that there are terrible water drainage problems. The city's water/sewer system floods and will probably get worse. His main concern is businesses that are open at 2 AM and commercial delivery trucks on a commercial road at the back of his house. He asked the Commissioners to go out and look at the area.

Mark Washam, 29 Northfield Drive, stated that he lives right next to the retaining pond and is concerned about mosquitoes breeding there. He stated that just to the south is a similar mix of uses with Kroger's and the pharmacy. There is a freestanding bank and daycare center just southeast of the project. There are other mixed retail uses not yet open, a library, and video rental store. These locations are a ten-minute walk from his home. He is opposed to fast food restaurants or any use with a drive-thru. He questioned the need for a Walgreen's when there is one at Mall Road and U.S. 42. He is concerned about water problems. There is a swale that goes through the backyards and the water eventually runs down and goes out in the street. The City has tried to improve the drainage in the neighborhood. He believes there will be traffic problems. He is concerned about lighting and noise from late night restaurants.

Tammy Wilson was no longer present.

Mark Baumgartner, 42 Northfield Drive, Vice President of the Farmview Homeowners' Association, stated that there are a lot of sinkholes on the property and an old well and the water comes up through the ground. A swimming pool in the neighborhood had to be removed because of the ground water. He stated that Kroger's said they had the water problem handled, but Hills Condominiums were flooded and the clubhouse and swimming pool were ruined. The culvert pipe had to be removed at $350,000 of taxpayers' expense because the runoff from Kroger's was not anticipated. In the last big storm, water was coming over the road and nearly flooded Hills' clubhouse again. He indicated a collection basin near U.S. 42 and stated that there was a vortex there that could suck in a child. He stated that with the proposed detention pond and access road, the culvert pipe could have to be increased again. His main concern is water coming across Farmview Drive. He stated that they have to pay to replace landscaping with the existing water. He indicated the dividing line of the watershed. He is concerned about lights on the site and the safety of children in the area. He asked the Planning Commission to protect their interests.

Walter Leidy, 46 Northfield Drive, is concerned that there will be a major thoroughfare that will continue on to the next development and be as busy as Hopeful Church Road. He is concerned about the night hours of Walgreen's and Wendy's. He does not want to hear people ordering food at Wendy's. He is concerned about noise and light pollution. There is a lot of water that damages

property in the neighborhood. He is concerned about two-story buildings close to the property line. His backyard is about twelve feet below the property and there is an issue of privacy. He would not have a problem with single-story buildings that were moved away from the property line. He stated that 50% of the trees are dead and when they take out the dead trees and put two-story buildings close to the property line, there will be no privacy.

Michael Miller, 29 Barnwood Court, stated that there is a consistent running of water across his property and a neighbor has built a levy to divert the water out to the street. The drainage is causing the constant flow of water. He stated that the applicant told him there would be single-story buildings next to his home, but the plan shows a two-story building looking into his property. He works for the airline and gets up at 3:30AM. He does not want his property value adversely impacted. The sewers and possible backups are a concern. He is also concerned about the environmental impact. He is concerned about the power plant and its affect on the children.

Bryan Istre, 41 Northfield Drive, stated that there are seventeen children under the age of twelve in the cul-de-sac and safety is a big concern. He has three children. He stated that the houses set back on the lots and have more yard in the front than in the back. A commercial road that close to the backyards raises safety questions particularly with the amount of traffic. He indicated the ridge line through the property and stated that there is a problem with water drainage. He was told by Mr. Bowman that they would drop the grade down by eight feet, but that still leaves seventeen feet from the top of the hill down to his house. Most of the buffers are pear trees with little mounds – but there are two-story buildings – and, with the grade and those trees, they are going to get a lot of lights. It is about 30 feet from the backs of the houses to the property lines and there will be drive-thru businesses with late hours. It would be easier to accept the development if the businesses closed at 6 PM or 7 PM. The businesses will be open late and the small children will be going to bed at 9 PM. The constant traffic after 9 PM will diminish their way of life. He asked that the neighborhood be considered and the neighborhood feel maintained.

Mrs. Poston asked if there was anyone else present who wished to speak regarding this request. There being no response, she asked if there were any comments or questions from the Commissioners.

Mr. Poe questioned the curb cut. Mr. Wall responded that it is shown in the only place they can get a curb cut. He noted the transition between the old road and new U.S. 42. He does not see any other location for the access on U.S. 42 other than where it is shown. Attached to the Staff Report is a conceptual road alignment on the Union Town Land Use Plan map and this is close to what is shown on that map.

Mrs. Poston stated that PA systems are always a problem and the proposal includes four drive-thrus. Mr. Lusk responded that Graeter's does not have a PA system. Walgreen's is not a 24-hour operation and only uses their system to talk to customers at the window. Mrs. Poston stated that the voices are amplified. Mr. Costello stated that Walgreen's hours need to be verified. Mr. Lusk stated that the amount of traffic through the development would not support a 24-hour operation at Walgreen's. Mr. Wall stated that the Code requirement for drive-thrus is quoted in the Staff Report and says that the sound shall not be audible beyond the property line of the lot containing the drive-thru.

Mr. Lusk stated that they are trying to address water issues. This is the concept phase and they can address those issues at the construction phase. They are trying to use buffer, mounding, and detention to alleviate a lot of the problems.

Mr. Costello stated that it might be good to have someone from the City of Florence who is dealing with the water issues in Farmview attend the Committee Meeting. He believes Farmview was designed with no detention requirements, which needs to be verified with the City of Florence. The Committee needs to know the extent of the problem and what is being done about it. He stated that if there is a problem there that the City of Florence is working on, the Planning Commission does not want to make it worse from this development. Mr. Lusk agreed.

In response to a question from Mrs. Poston, Mr. Lusk indicated the locations of the proposed one-story and two-story buildings. He stated that the condominiums will all be two-story buildings in the front, but three stories in the back because the garages are underneath in the back.

Mr. McMillian asked if the day care center is for the residents. Mr. Lusk responded that it is a public facility. He stated that there is a huge need for child care.

Mr. Poe stated that the Planning Commission sometimes requires that drive-thrus be towards U.S. 42 and that can be considered in Committee. He stated that if the property could be redesigned, possibly the road and the flow of traffic could be towards the front as opposed to being in the area of the houses. Mr. Lusk responded that they have plans where they tried to bring the road in that way, but there were factors of the Comprehensive Plan, KDOT, and topography. He stated that the road grade can only be at a certain percentage. Mr. Wall stated that in an earlier draft plan there was a frontage road and there were grade and stacking problems – it sounded good in concept, but does not function well in reality as a road.

Mr. Bunger asked if the commercial buildings that adjoin U.S. 42 will be visible from U.S. 42. He asked the applicant bring to Committee the architectural design of the rear of the buildings and to be prepared to address the architectural controls

and the impact on U.S. 42 in Committee. Mr. Lusk responded that the buildings will be designed as if there is no back. They are considering all four sides of the buildings. He stated that from the road people will be able to see most of the first building, some of the next two buildings, and the top of the last buildings. He stated that the view looking east on U.S. 42 gives an idea of what people will see driving down the road. He stated that the plan does not reflect the hedge row and the split rail fence. Mr. Bunger responded that the applicant has provided pictures of other facilities in the area, but not necessarily of what they are going to build. Mr. Lusk responded that the pictures are an idea or scope of what could be there. Mr. Bunger asked if they anticipate a theme throughout the site. Mr. Lusk responded that they are trying to get across the window style, the arch of the windows, the use of brick, and the pitches in the roofs, which are addressed in the Architectural Guidelines.

Rick Soper, Landscape Architect, stated that the issues raised by the residents are things they have generally considered. The road alignment is generally the alignment of the pavement on the current plan and being considered from an overall planning standpoint. They looked at several alternatives and the reasons this plan is the best alternative are safety, moving the traffic into the site from the light, and the topography. They are attempting to lengthen the road to make it as level as possible. Lengthening the road creates more of a neighborhood feel with the islands and tree line. He indicated the high point of the site and stated that U.S. 42 is relatively low in elevation. Northfield Drive is relatively low in elevation. He stated that the area of the berm and treeline is a spine on the site and there is a dimensional separation from U.S. 42 and the residential development. They believe, because of the location of the traffic light, that the commercial uses are more appropriate at the intersection. The smaller buildings, architectural controls, and condominiums work with the topography on the west side of the site. He stated that there is concern about the stormwater and there are several alternatives they are willing to investigate when they get into the engineering. He indicated on the slide how they could possibly get the water to flow back in the direction shown and drain the area to the east to U.S. 42 and limit the amount of storm drainage going toward the residential area.

There being no further comments, the Mrs. Poston stated that the Committee Meeting for this item will be on March 3, 2004 at 5:00 PM. This item will be on the Agenda for the Business Meeting on March 17, 2004 at 7:00 PM. Mrs. Poston closed this Public Hearing at 11:35 PM.

APPROVED:

Susan Poston

Susan Poston, Vice Chairwoman

Attest:

Jan Hancock, Recording Secretary
Exhibit 1 - Spiral bound booklet "Union Terrace" submitted by the applicant

ZONE CHANGE/CONCEPT PLAN COMMITTEE VOTE

TO: Boone County Planning Commission

FROM: Susan Poston, Chairwoman

DATE: March 17, 2004

RE: Request of **Triangle Design Group (applicant)** for **Kenneth Bowman, Joyce Bowman, and William H. White (owners)** for a Zoning Map Amendment from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, all for 13.88 acres located at 8902 and 8908 US 42, Boone County, Kentucky. The request is for a zone change to allow commercial and office uses, and residential condominiums.

REMARKS:

We, the Committee Members were present at the Committee Meeting and voted on the above request or else were absent from voting. Further, based upon the vote, the Committee directs the Staff to draft the findings of fact and conditions if deemed necessary in order to complete the Committee Report.

March 17, 2004

Triangle Design/Bowman/White

8902 & 8908 U.S. 42

Susan Poston

Susan Poston, Chairwoman

For Project ✓ Absent ____
Against Project ____
Abstain ____ Deferred ____

R Barlow

Randy Barlow

For Project ✓ Absent ____
Against Project ____
Abstain ____ Deferred ____

Greg Breetz

For Project ____ Absent ✓
Against Project ____
Abstain ____ Deferred ____

Kim Bunger

For Project ____ Absent ✓
Against Project ____
Abstain ____ Deferred ____

Janet K Kegley

Janet Kegley

For Project ✓ Absent ____
Against Project ____
Abstain ____ Deferred ____

Charlie Reynolds

Charlie Reynolds (Alternate)*

For Project ✓ Absent ____
Against Project ____
Abstain ____ Deferred ____

TOTAL: ____ DEFERRED 4 FOR PROJECT 2 ABSENT

____ AGAINST PROJECT ____ ABSTAIN

ZONE CHANGE/CONCEPT PLAN COMMITTEE VOTE

TO: Boone County Planning Commission

FROM: Kim Bunger, Chairman

DATE: March 3, 2004

RE: Request of **Triangle Design Group (applicant)** for **Kenneth Bowman, Joyce Bowman, and William H. White (owners)** for a Zoning Map Amendment from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, all for 13.88 acres located at 8902 and 8908 US 42, Boone County, Kentucky. The request is for a zone change to allow commercial and office uses, and residential condominiums.

REMARKS:

We, the Committee Members were present at the Committee Meeting and voted on the above request or else were absent from voting. Further, based upon the vote, the Committee directs the Staff to draft the findings of fact and conditions if deemed necessary in order to complete the Committee Report.

March 3, 2004

Triangle Design/Bowman/White
8902 & 8908 U.S. 42

Kim Bunger, Chairman

For Project ____ Absent ✓
Against Project ____
Abstain ____ Deferred ____

Randy Barlow

For Project ____ Absent ____
Against Project ____
Abstain ____ Deferred ✓

Greg Breetz

For Project ____ Absent ____
Against Project ____
Abstain ____ Deferred ✓

Janet Kegley

For Project ____ Absent ____
Against Project ____
Abstain ____ Deferred ✓

Susan Poston

For Project ____ Absent ____
Against Project ____
Abstain ____ Deferred ✓

Charlie Reynolds(Alternate)*

For Project ____ Absent ____
Against Project ____
Abstain ____ Deferred ____

TOTAL: 4 DEFERRED ____ FOR PROJECT 1 ABSENT

____ AGAINST PROJECT ____ ABSTAIN

SUPPORTING INFORMATION

BOONE COUNTY PLANNING COMMISSION

2995 Washington Street • Burlington, KY 41005

www.boonecountyky.org

Phone: (859) 334-2196
Fax: (859) 334-2264
E-mail: plancom@boonecountyky.org

March 30 2004

William H. White, Louise White,
Kenneth Bowman, Joyce Bowman
c/o Jamie Lusk
Triangle Design Group
495 Erlanger Road
Erlanger, KY 41018

FAX: 342-6080

RE: Recommended Conditions of Approval for Triangle/Bowman/White Zone Change Application for 13.88 Acres on North Side of U.S. 42 across from the U.S. 42/ Braxton Intersection, Boone County (Annexation Pending), Kentucky

Dear Property Owners:

The following represents the conditions of approval for the above referenced application as recommended by the Planning Commission's Zone Change Committee at their March 17, 2004 meeting, and later clarified by the Committee Chair. If you, as the property owners, agree to these conditions, please so indicate by signing in the space provided at the end of this letter and return the original letter to the Planning Commission's office by Monday, April 5, 2004.

CONDITIONS

1. The development shall follow the version of the Concept Development Plan presented by the applicant at the 2/25/04 Public Hearing for this request, except where superceded by the following conditions.

2. The transition of the main internal road between the north-south leg and the east-west leg shall be a three-way stop, "T" intersection (with the third leg of the intersection being completed when the property to the east develops), unless it is demonstrated through the Preliminary Plat review that a radial curve is safer in terms of traffic circulation. Additionally, the site shall be connected to the "future frontage road by KTC" that is shown on the Concept Development Plan only if safe traffic movement with an appropriate geometric layout is demonstrated.

3. The development shall comply with the requirements of the following subsections of Section 2540 of the Boone County Zoning Regulations: #5 "Utilities," #7 "Fences," #9.b "Street Trees," #9.f "Street Lights," and #9.g "Street Furniture."

Sidewalks shall be provided on at least one side of the street and may be integral curb/walks where appropriate. Additionally, the sidewalk links normally required under Section 3327 "Pedestrian/Bicycle Improvements" shall also be provided.

4. The architectural design in the development shall follow the submitted written guidelines and the conceptual elevation (attached) and the conceptual illustration which is attached to the 3/16/04 letter from Phil Drees (attached).

5. The on-site storm water system shall be designed to help remedy existing storm water problems in the area through the use of extra catch basins, over-detention, etc., per the City Engineer's direction.

6. Healthy, existing trees shall be retained and buffering shall be provided per the 3/16/04 letter from Phil Drees, including the attached buffer profile drawing. Additionally, a minimum 30 foot wide buffer which contains the required plantings from Buffer Yard B in Article 36 of the zoning regulations, in addition to the retained trees, shall be provided along the north and east property lines of the northern (residential condo/office/day care) section of the development. The combination of the buffering commitments in the 3/16/04 letter and additional plantings along the south property line of the lots in Farmview Subdivision which adjoin the proposed internal road shall be minimally equivalent to Buffer Yard C as outlined in Article 36. All other landscaping shall meet the normal requirements of Article 36 of the zoning regulations.

7. Lighting shall conform to the commitments outlined in the 3/16/04 letter from Phil Drees. Measurable light shall be less than one (1) footcandle at all project boundaries.

8. Freestanding signs shall be limited to three monument signs total along the U.S. 42 frontage (one overall development identification sign and two signs for specific businesses). The design of the signs shall mimic the development's architectural theme and shall follow the submitted schematic drawings. Each sign shall be a maximum of 8 (eight) feet high (as measured from the top of the appurtenant retaining wall base) and contain a maximum of sixty (60) square feet. Manually changeable copy shall only be permitted, for the two monument signs for specific businesses, for up to thirty percent (30%) of the total copy area of each sign. Electronically changeable copy of any type is not permitted.

Sincerely,

Kevin T. Wall, AICP CDT
Director, Zoning Services

KTW/vlm

AGREEMENT

We, the property owners of the real estate located on the north side of U.S. 42 across from the U.S. 42/Braxton intersection, Boone County (annexation pending), Kentucky, agree to the conditions listed herein for the above referenced Zoning Map Amendment application.

William H. White — Date 4-2-04

Louise White — Date 4-2-04

Kenneth Bowman — Date 4-5-04

Joyce Bowman — Date 4-5-04

CDS
engineers
architects
planners
surveyors

LEGAL DESCRIPTION
PARCEL "B" - FOR ZONE CHANGE TO UC/PD
TRIANGLE DESIGN GROUP

Situated — on the northwesterly side of U.S. Highway #42 located approximately 0.5 mile south of Farmview Drive in unincorporated Boone County, Kentucky and being all of the lands conveyed to the Grantors as described in Deed Book 575, Page 6 and Deed Book 575, Page 9 and being a portion of the lands conveyed to the Grantors as described in Deed Book 322, Page 241 and Deed Book 575, Page 11 and being more particularly described as follows:

Commencing — at the northwesterly most corner of a parcel of land conveyed to William H. White and Stella L. White as described in Deed Book 322, Page 241 said point being in the southerly line of Farmview Subdivision and the existing corporation limits for the City of Florence;

Thence — continuing along the common line of White with said southerly line of Farmview Subdivision, also being the existing City of Florence limits, North 90°00'00" East for a distance of 195.00 feet to a point being the common corner to said White and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 11);

Thence — leaving said White and continuing with the common line of said Bowman (Deed Book 575, Page 11) and Farmview Subdivision, also being the existing City of Florence limits, for the following two (2) calls:

1.) North 90°00'00" East for a distance of 416.10 feet to a point;
2.) South 28°30'00" East for a distance of 280 feet to a point being the true **POINT OF BEGINNING** for this description;

Thence — continuing with said common line of Bowman (Deed Book 575, Page 11) and Farmview Subdivision South 28°30'00" East for a distance of 120 feet, more or less, to a point being the northwesterly most corner to a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 9);

Thence — leaving said Bowman (Deed Book 575, Page 11) and continuing with the common line of said Bowman (Deed Book 575, Page 9) and Farmview Subdivision, also being the existing City of Florence limits, North 57°24'00" East for a distance of 357.70 feet to a point being the common corner to said Bowman and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 6);

Thence — leaving said Bowman (Deed Book 575, Page 9) and continuing with the common line of said Bowman (Deed Book 575, Page 6) and Farmview Subdivision, also being the existing City of Florence limits, North 57°18'00" East for a distance of 97.78 feet to a point;

Thence — leaving said southerly line of Farmview Subdivision and the existing City of Florence limits and continuing with the easterly line of said Bowman (Deed Book 575, Page 6) South 24°42'05" East for a distance of 473.52 feet to a point in the northwesterly right of way line of U.S. Highway #42;

FROM :CDS Florence FAX NO. :859 525 0561 Jan. 23 2004 08:57AM P2

Thence — continuing with said northwesterly right of way line of U.S. Highway #42 South 64°56'00" West for a distance of 99.92 feet to a point being the common corner to said Bowman (Deed Book 575, Page 6) and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 9);

Thence — leaving said Bowman (Deed Book 575, Page 6) and continuing with said northwesterly right of way line of U.S. Highway #42 for the following two (2) calls:

1.) South 64°56'00" West for a distance of 161.45 feet to a point;
2.) South 58°36'00" West for a distance of 163.50 feet to a point being the common corner to said Bowman (Deed Book 575, Page 9) and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 11);

Thence — leaving said Bowman (Deed Book 575, Page 9) and continuing with said northwesterly right of way line of U.S. Highway #42 South 50°00'00" West for a distance of 150.00 feet to a point being the common corner to said Bowman (Deed Book 575, Page 11) and a parcel of land conveyed to William H. White and Stella L. White (Deed Book 322, Page 241);

Thence — leaving said Bowman (Deed Book 575, Page 11) and continuing with said northwesterly right of way line of U.S. Highway #42 South 50°00'00" West for a distance of 150.00 feet to a point being the southwesterly most corner of said White (Deed Book 322, Page 241);

Thence — leaving said northwesterly right of way line of U.S. Highway #42 and continuing with the westerly line of said White (Deed Book 322, Page 241) North 40°00'00" West for a distance of 513.60 feet, more or less, to a point;

Thence — leaving said westerly line of White (Deed Book 322, Page 241) and continuing with a proposed new zoning line through the lands of the Grantor for the following eight (8) calls:

1.) North 50°00'00" East for a distance of 180.00 feet to a point;
2.) North 78°11'57" East for a distance of 48.33 feet to a point;
3.) South 11°48'03" East for a distance of 79.84 feet to a point;
4.) South 40°00'00" East for a distance of 81.28 to a point;
5.) North 50°00'00" East for a distance of 25.00 feet to a point;
6.) North 40°00'00" West for a distance of 75.00 feet to a point;
7.) North 11°48'03" West for a distance of 177.49 feet to a point;
8.) North 61°30'00" East for a distance of 121.00 feet, more or less, to the said **POINT OF BEGINNING**.

Containing — approximately 8.7 acres of land, more or less, based on deed descriptions and being subject to all legal highways, rights-of-way, easements, covenants and/or restrictions of record. This legal description is based on the deed descriptions contained in Deed Book 322, Page 241, Deed Book 575, Page 6, Deed Book 575, Page 9 and Deed Book 575, Page 11. The source of bearings for this description is based on the property described in Deed Book 575, Page 11.

FROM :CDS Florence FAX NO. :859 525 0561 Jan. 23 2004 08:58AM P3

CDS
engineers
architects
planners
surveyors

LEGAL DESCRIPTION
PARCEL "A" - FOR ZONE CHANGE TO UR-1/PD
TRIANGLE DESIGN GROUP

Situated — on the northwesterly side of U.S. Highway #42 located approximately 0.5 mile south of Farmview Drive in unincorporated Boone County, Kentucky and being a portion of the lands conveyed to the Grantors as described in Deed Book 322, Page 241 and Deed Book 575, Page 11 and being more particularly described as follows:

BEGINNING — at the northwesterly most corner of a parcel of land conveyed to William H. White and Stella L. White as described in Deed Book 322, Page 241 said point being in the southerly line of Farmview Subdivision and the existing corporation limits for the City of Florence;

Thence — continuing along the common line of White with said southerly line of Farmview Subdivision, also being the existing City of Florence limits, North 90°00'00" East for a distance of 195.00 feet to a point being the common corner to said White and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 11);

Thence — leaving said White and continuing with the common line of said Bowman (Deed Book 575, Page 11) and Farmview Subdivision, also being the existing City of Florence limits, for the following two (2) calls:

1.) North 90°00'00" East for a distance of 416.10 feet to a point;
2.) South 28°30'00" East for a distance of 280 feet to a point;

Thence — leaving said common line of Bowman (Deed Book 575, Page 11) and Farmview Subdivision and continuing with a proposed new zoning line through the lands of the Grantor for the following eight (8) calls:

1.) South 61°30'00" West for a distance of 121.00 feet to a point;
2.) South 11°48'03" East for a distance of 177.49 feet to a point;
3.) South 40°00'00" East for a distance of 75.00 feet to a point;
4.) South 50°00'00" West for a distance of 25.00 feet to a point;
5.) North 40°00'00" West for a distance of 81.28 feet to a point;
6.) North 11°48'03" West for a distance of 79.84 feet to a point;
7.) South 78°11'57" West for a distance of 48.33 feet to a point;
8.) South 50°00'00" West for a distance of 180.00 feet to a point in the westerly line of said William H. White and Stella L. White (Deed Book 322, Page 241);

Thence — continuing with the westerly line of said White (Deed Book 322, Page 241) North 40°00'00" West for a distance of 700 feet, more or less, to the said **POINT OF BEGINNING.**

Containing — approximately 5.2 acres of land, more or less, based on deed descriptions and being subject to all legal highways, rights-of-way, easements, covenants and/or restrictions of record. This legal description is based on the deed descriptions contained in Deed Book 322, Page 241 and Deed Book 575, Page 11. The source of bearings for this description is based on the property described in Deed Book 575, Page 11.

FROM :CDS Florence FAX NO. :859 525 0561 Jan. 23 2004 08:58AM P4

Triangle Design Group, Inc.

495 Erlanger Rd
Suite 201
Erlanger, Ky 41018

Office (859) 342-7333
Fax (859) 342-6080

RECEIVED
MAR 17 2004
BOONE COUNTY
PLANNING COMMISSION

March 15, 2004

Mr. Kevin Wall
2995 Washington St.
Burlington, KY 41005

Re: Staff Concerns Union Terrace Proposed Development

Dear Mr. Wall,

Triangle Design Group, Inc. would like to respond to a few of the concerns raised by Boone County Planning Commission's Staff Report. We realize the proposed development does not comply with all Union Town Plan guidelines. The determination that Union Terrace is located within a "Transition Area" is the reason we are requesting a Planned Development.

Triangle Design Group, Inc. has made changes based on the following staff comments:

- The buildings were moved to show a staggered setback line. The intent was to not create a "typical" commercial development and to bring the buildings closer to both road frontages.

- Because the development access road will be used for future residential traffic, the buildings were positioned to reduce the appearance of a "sea" of parking from the front or from the back.

- The topography and unique characteristics of the development make building and road placement a challenge.

- Fencing and landscape hedges will be strategically placed to limit visibility of the parking area as you travel along US42. This will give the perception that the buildings are closer to the road.

- Because Union Terrace is located within a transition area, with 5 lanes of traffic, the signage needs to be visible at a higher speed than a downtown pedestrian area. Union Terrace is requesting 2 monument signs and 1 master development sign.

    - The monument sign will be a minimum of 80 sq. ft. not to exceed 10' feet in height. 50% of each sign can be used for manual copy change or digital display. Due to the slope along US42, the height to be measured from the top of the sign base.

- The master development sign will be a minimum of 100 sq. ft. not to exceed 10'in height. 50% of each sign can be used for manual copy change or digital display. Due to the slope and grade conditions, the height will be measured from the top of the sign base.
- Each monument sign and master development sign will have to have a retaining wall base made of stone. Sign base to be constructed out of brick to match buildings. All signage is to follow the same theme throughout the development.

- Additional staff concerns have been address through meetings with neighboring property owners (see letter attached).

The underlying reasons for the deviation from the Union Town Plan are the location of the development within the transition zone, topography, and market conditions. However, we do not feel that these changes will detract from the overall spirit of the Union Town Plan, and sincerely hope that you will recommend approval of the Union Terrace Development.

Sincerely,

Philip A. Drees
President,
Triange Design Group, Inc.

ORDINANCE NO. O-16-04

AN ORDINANCE ADOPTING AND APPROVING A ZONING MAP AMENDMENT FROM RURAL SUBURBAN/UNION TOWN OVERLAY (RS/UTO), UNION COMMERCIAL (UC), AND UNION NEIGHBORHOOD OFFICE (UNO), TO URBAN RESIDENTIAL ONE/PLANNED DEVELOPMENT (UR-1/PD), FOR APPROXIMATELY 5. 2 ACRES AND TO UNION COMMERCIAL/PLANNED DEVELOPMENT (UC/PD), FOR APPROXIMATELY 8.7 ACRES, THESE ZONING MAP AMENDMENTS BEING FOR A 13.88 ACRE SITE LOCATED AT 8902 AND 8908 U.S. HIGHWAY 42, BOONE COUNTY, KENTUCKY, TO ALLOW COMMERCIAL AND OFFICE USES AND RESIDENTIAL CONDOMINIUMS. (BOWMAN/WHITE/TRIANGLE DESIGN GROUP PROPERTY).

WHEREAS, the City of Florence, Kentucky, is a member of the county-wide planning unit, having a county-wide planning commission known as the Boone County Planning Commission, and

WHEREAS, the Boone County Planning Commission by Resolution No. R-04-009-A recommended approval of the rezoning described above, and

WHEREAS, the recommendation for approval of the Boone County Planning Commission is based upon certain findings and conditions attached to its Resolution, all of which have been reviewed by the City Council for the City of Florence, Kentucky.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FLORENCE, KENTUCKY AS FOLLOWS:

SECTION I

That the request of Triangle Design Group (applicant) for Kenneth Bowman, Joyce Bowman, and William H. White (owners) for zoning map amendments for an approximate 13.88 acre site located at 8902 and 8908 U.S. Highway 42 in Boone County, Kentucky, these zoning map amendments being to rezone the site from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UNO), to Urban Residential One/Planned Development (UR-1/PD), for approximately 5.2 acres and to Union Commercial/Planned Development (UC/PD), for approximately 8.7 acres, in conjunction with proposed annexation of the 13.88 acres into the City of Florence to allow commercial and office uses and residential condominiums shall be and is hereby approved, subject to a Concept Development Plan and agreed conditions. The real estate which is the subject of this Ordinance is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference. The zoning map of Boone County, Kentucky, as it applies to the City of Florence, Kentucky, shall be amended and designated to reflect the approval of these zoning map amendments for this 13.88 acres.

SECTION II

Approval of these zoning map amendments is granted subject to the conditions, terms and provisions of the Boone County Planning Commission recommendation, including the Committee Report made a part of that recommendation, a copy of that recommendation and Committee Report of the Boone County Planning Commission being attached, marked Exhibit "B" and incorporated herein as if fully set out, this recommendation being in the form of Resolution No. R-04-009-A of the Boone County Planning Commission, along with the referenced exhibits to that Resolution.

SECTION III

In addition to those conditions set forth in the recommendation of the Boone County Planning Commission, this approval of the City of Florence, Kentucky, through its City Council shall be and is hereby subject to additional conditions that have been agreed to by the property owner/applicant as shown on Exhibit "C", a copy of which is attached and incorporated herein by reference.

SECTION IV

This approval is granted based on the Findings of Fact made by the Boone County Planning Commission and contained within its recommendation, including the Committee Report of that Commission, which is attached and part of the Commission's Resolution No. R-04-009-A, marked Exhibit "B" hereto.

SECTION V

If this approval for these zoning map amendments shall be held invalid, in whole or in part, by any court of proper jurisdiction, such invalidity shall not affect the validity of any of the other zoning regulations, zoning map, or comprehensive plan provisions as they are severable from this Ordinance and they are intended to have effect regardless of any invalidity relating to this particular Ordinance.

SECTION VI

Publication of this Ordinance is hereby authorized to be by summary publication in accordance with Kentucky law.

PASSED AND APPROVED ON FIRST READING THIS 25th DAY OF MAY, 2004.

PASSED AND APPROVED ON SECOND READING AND PUBLICATION ORDERED THIS 8th DAY OF June, 2004.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

CITY OF FLORENCE, KENTUCKY
SUMMARY OF ORDINANCE NO. O-16-04

The City of Florence, Kentucky, enacted on second reading Ordinance No. O-16-04 on June 8th, 2004. The title of this Ordinance is as follows:

ORDINANCE NO. O-16-04

AN ORDINANCE ADOPTING AND APPROVING A ZONING MAP AMENDMENT FROM RURAL SUBURBAN/UNION TOWN OVERLAY (RS/UTO), UNION COMMERCIAL (UC), AND UNION NEIGHBORHOOD OFFICE (UNO), TO URBAN RESIDENTIAL ONE/PLANNED DEVELOPMENT (UR-1/PD), FOR APPROXIMATELY 5. 2 ACRES AND TO UNION COMMERCIAL/PLANNED DEVELOPMENT (UC/PD), FOR APPROXIMATELY 8.7 ACRES, THESE ZONING MAP AMENDMENTS BEING FOR A 13.88 ACRE SITE LOCATED AT 8902 AND 8908 U.S. HIGHWAY 42, BOONE COUNTY, KENTUCKY, TO ALLOW COMMERCIAL AND OFFICE USES AND RESIDENTIAL CONDOMINIUMS. (BOWMAN/WHITE/TRIANGLE DESIGN GROUP PROPERTY).

This Ordinance rezones the approximate 13.88 acres that is described in the Ordinance to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres. Under provisions of KRS 100.209(1), following enactment of this Ordinance, the City will proceed to consider enactment of a separate Ordinance annexing the rezoned territory and upon such annexation the rezoning will become effective.

The full text of Ordinance No. O-16-04, including its exhibits, is available for examination in the office of the City Clerk of the City of Florence, Kentucky, in the Florence Government Center, 8100 Ewing Blvd., Florence, Kentucky, during regular office hours.

CERTIFICATION

I hereby certify that the foregoing is a summary of the contents of Ordinance No. O-16-04 and that it has been prepared by me on the 20th day of May, 2004, and I am an attorney licensed to practice law in the Commonwealth of Kentucky.

HUGH O. SKEES
SKEES, WILSON & DILLON, PLLC
7699 Ewing Blvd., P.O. Box 756
Florence, KY 41042-0756
(859) 371-7407

EXHIBIT "A"

CDS
engineers
architects
planners
surveyors

LEGAL DESCRIPTION
PARCEL "A" - FOR ZONE CHANGE TO UR-1/PD
TRIANGLE DESIGN GROUP

Situated — on the northwesterly side of U.S. Highway #42 located approximately 0.5 mile south of Farmview Drive in unincorporated Boone County, Kentucky and being a portion of the lands conveyed to the Grantors as described in Deed Book 322, Page 241 and Deed Book 575, Page 11 and being more particularly described as follows:

BEGINNING — at the northwesterly most corner of a parcel of land conveyed to William H. White and Stella L. White as described in Deed Book 322, Page 241 said point being in the southerly line of Farmview Subdivision and the existing corporation limits for the City of Florence;

Thence — continuing along the common line of White with said southerly line of Farmview Subdivision, also being the existing City of Florence limits, North 90°00'00" East for a distance of 195.00 feet to a point being the common corner to said White and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 11);

Thence — leaving said White and continuing with the common line of said Bowman (Deed Book 575, Page 11) and Farmview Subdivision, also being the existing City of Florence limits, for the following two (2) calls:

1.) North 90°00'00" East for a distance of 416.10 feet to a point;
2.) South 28°30'00" East for a distance of 280 feet to a point;

Thence — leaving said common line of Bowman (Deed Book 575, Page 11) and Farmview Subdivision and continuing with a proposed new zoning line through the lands of the Grantor for the following eight (8) calls:

1.) South 61°30'00" West for a distance of 121.00 feet to a point;
2.) South 11°48'03" East for a distance of 177.49 feet to a point;
3.) South 40°00'00" East for a distance of 75.00 feet to a point;
4.) South 50°00'00" West for a distance of 25.00 feet to a point;
5.) North 40°00'00" West for a distance of 81.28 feet to a point;
6.) North 11°48'03" West for a distance of 79.84 feet to a point;
7.) South 78°11'57" West for a distance of 48.33 feet to a point;
8.) South 50°00'00" West for a distance of 180.00 feet to a point in the westerly line of said William H. White and Stella L. White (Deed Book 322, Page 241);

Thence — continuing with the westerly line of said White (Deed Book 322, Page 241) North 40°00'00" West for a distance of 700 feet, more or less, to the said **POINT OF BEGINNING.**

Containing — approximately 5.2 acres of land, more or less, based on deed descriptions and being subject to all legal highways, rights-of-way, easements, covenants and/or restrictions of record. This legal description is based on the deed descriptions contained in Deed Book 322, Page 241 and Deed Book 575, Page 11. The source of bearings for this description is based on the property described in Deed Book 575, Page 11.

Thence continuing with said northwesterly right of way line of U.S. Highway #42 South 64°56'00" West for a distance of 99.92 feet to a point being the common corner to said Bowman (Deed Book 575, Page 6) and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 9);

Thence leaving said Bowman (Deed Book 575, Page 6) and continuing with said northwesterly right of way line of U.S. Highway #42 for the following two (2) calls:

1.) South 64°56'00" West for a distance of 161.45 feet to a point;
2.) South 56°36'00" West for a distance of 163.50 feet to a point being the common corner to said Bowman (Deed Book 575, Page 9) and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 11);

Thence leaving said Bowman (Deed Book 575, Page 9) and continuing with said northwesterly right of way line of U.S. Highway #42 South 50°00'00" West for a distance of 150.00 feet to a point being the common corner to said Bowman (Deed Book 575, Page 11) and a parcel of land conveyed to William H. White and Stella L. White (Deed Book 322, Page 241);

Thence leaving said Bowman (Deed Book 575, Page 11) and continuing with said northwesterly right of way line of U.S. Highway #42 South 50°00'00" West for a distance of 150.00 feet to a point being the southwesterly most corner of said White (Deed Book 322, Page 241);

Thence leaving said northwesterly right of way line of U.S. Highway #42 and continuing with the westerly line of said White (Deed Book 322, Page 241) North 40°00'00" West for a distance of 513.60 feet, more or less, to a point;

Thence leaving said westerly line of White (Deed Book 322, Page 241) and continuing with a proposed new zoning line through the lands of the Grantor for the following eight (8) calls:

1.) North 50°00'00" East for a distance of 180.00 feet to a point;
2.) North 78°11'57" East for a distance of 48.33 feet to a point;
3.) South 11°48'03" East for a distance of 79.84 feet to a point;
4.) South 40°00'00" East for a distance of 81.26 to a point;
5.) North 50°00'00" East for a distance of 25.00 feet to a point;
6.) North 40°00'00" West for a distance of 75.00 feet to a point;
7.) North 11°48'03" West for a distance of 177.49 feet to a point;
8.) North 61°30'00" East for a distance of 121.00 feet, more or less, to the said **POINT OF BEGINNING.**

Containing approximately 8.7 acres of land, more or less, based on deed descriptions and being subject to all legal highways, rights-of-way, easements, covenants and/or restrictions of record. This legal description is based on the deed descriptions contained in Deed Book 322, Page 241, Deed Book 575, Page 6, Deed Book 575, Page 9 and Deed Book 575, Page 11. The source of bearings for this description is based on the property described in Deed Book 575, Page 11.

CDS
engineers
architects
planners
surveyors

LEGAL DESCRIPTION
PARCEL "B" - FOR ZONE CHANGE TO UC/PD
TRIANGLE DESIGN GROUP

Situated — on the northwesterly side of U.S. Highway #42 located approximately 0.5 mile south of Farmview Drive in unincorporated Boone County, Kentucky and being all of the lands conveyed to the Grantors as described in Deed Book 575, Page 6 and Deed Book 575, Page 9 and being a portion of the lands conveyed to the Grantors as described in Deed Book 322, Page 241 and Deed Book 575, Page 11 and being more particularly described as follows:

Commencing — at the northwesterly most corner of a parcel of land conveyed to William H. White and Stella L. White as described in Deed Book 322, Page 241 said point being in the southerly line of Farmview Subdivision and the existing corporation limits for the City of Florence;

Thence — continuing along the common line of White with said southerly line of Farmview Subdivision, also being the existing City of Florence limits, North 90°00'00" East for a distance of 195.00 feet to a point being the common corner to said White and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 11);

Thence — leaving said White and continuing with the common line of said Bowman (Deed Book 575, Page 11) and Farmview Subdivision, also being the existing City of Florence limits, for the following two (2) calls:

1.) North 90°00'00" East for a distance of 416.10 feet to a point;
2.) South 28°30'00" East for a distance of 280 feet to a point being the true **POINT OF BEGINNING** for this description;

Thence — continuing with said common line of Bowman (Deed Book 575, Page 11) and Farmview Subdivision South 28°30'00" East for a distance of 120 feet, more or less, to a point being the northwesterly most corner to a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 9);

Thence — leaving said Bowman (Deed Book 575, Page 11) and continuing with the common line of said Bowman (Deed Book 575, Page 9) and Farmview Subdivision, also being the existing City of Florence limits, North 57°24'00" East for a distance of 357.70 feet to a point being the common corner to said Bowman and a parcel of land conveyed to Kenneth Bowman (Deed Book 575, Page 6);

Thence — leaving said Bowman (Deed Book 575, Page 9) and continuing with the common line of said Bowman (Deed Book 575, Page 6) and Farmview Subdivision, also being the existing City of Florence limits, North 57°18'00" East for a distance of 97.78 feet to a point;

Thence — leaving said southerly line of Farmview Subdivision and the existing City of Florence limits and continuing with the easterly line of said Bowman (Deed Book 575, Page 6) South 24°42'05" East for a distance of 473.52 feet to a point in the northwesterly right of way line of U.S. Highway #42;

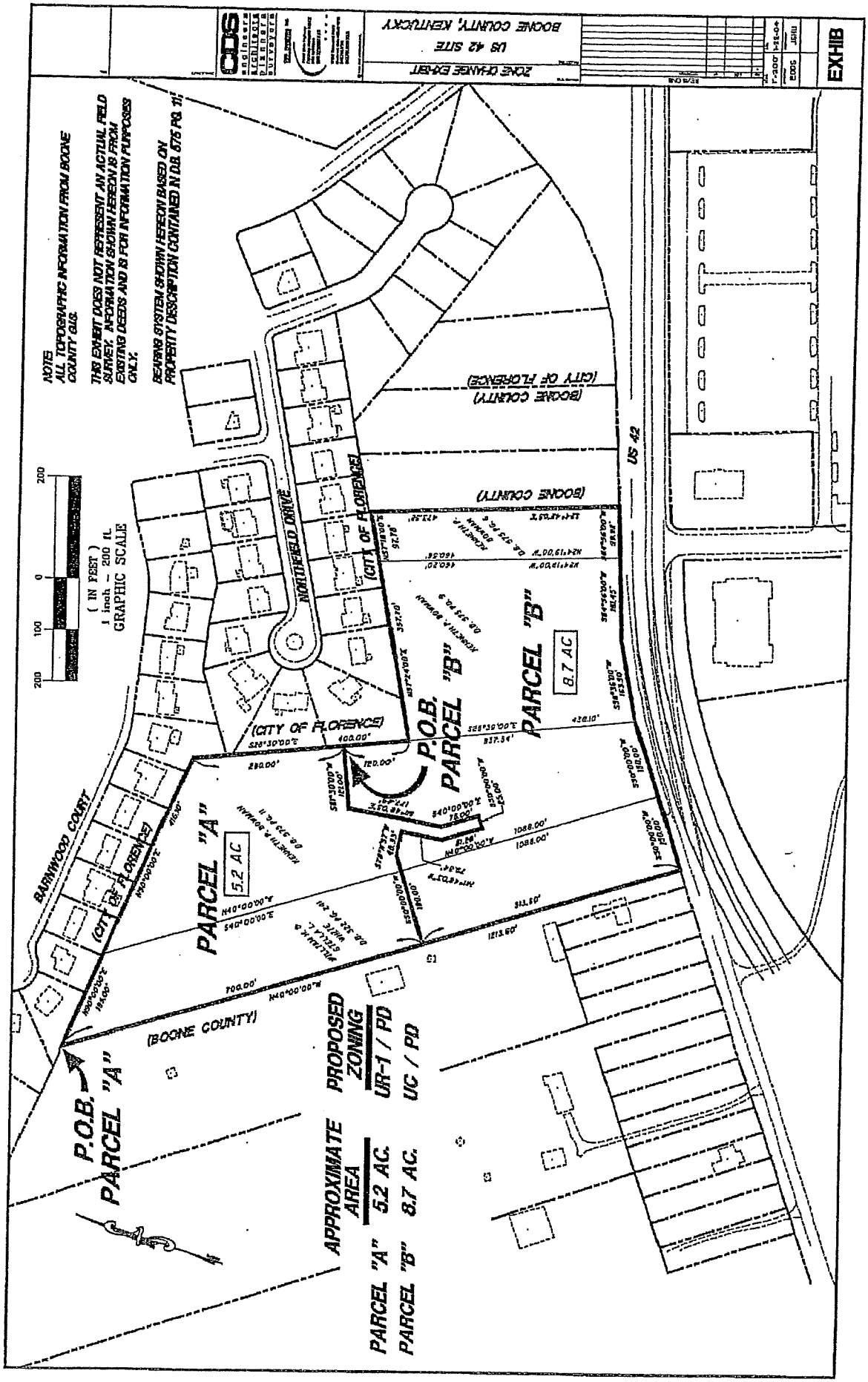

EXHIB
ZONE CHANGE EXHIBIT
US 42 SITE
BOONE COUNTY, KENTUCKY
CDS
NOTES
ALL TOPOGRAPHIC INFORMATION FROM BOONE COUNTY GIS.
THIS EXHIBIT DOES NOT REPRESENT AN ACTUAL FIELD SURVEY. INFORMATION SHOWN HEREON IS FROM EXISTING DEEDS AND IS FOR INFORMATION PURPOSES ONLY.
BEARING SYSTEM SHOWN HEREON BASED ON PROPERTY DESCRIPTION CONTAINED IN DB 675 PG 11
200 0 100 200
(IN FEET)
1 inch = 200 ft.
GRAPHIC SCALE
(BOONE COUNTY)
(CITY OF FLORENCE)
NORTHFIELD DRIVE
US 42
BARNWOOD COURT
PARCEL "A"
5.2 AC
PARCEL "B"
8.7 AC
P.O.B. PARCEL "A"
P.O.B. PARCEL "B"
PROPOSED ZONING
UR-1 / PD
UC / PD
APPROXIMATE AREA
PARCEL "A" 5.2 AC.
PARCEL "B" 8.7 AC.

EXHIBIT "B"

RESOLUTION R-04-009-A

A RESOLUTION OF THE BOONE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL, WITH CONDITIONS, FOR A REQUEST OF TRIANGLE DESIGN GROUP (APPLICANT) FOR KENNETH BOWMAN, JOYCE BOWMAN AND WILLIAM H. WHITE (OWNERS) FOR A ZONING MAP AMENDMENT FROM RURAL SUBURBAN/UNION TOWN OVERLAY (RS/UTO), UNION COMMERCIAL (UC) AND UNION NEIGHBORHOOD OFFICE (UNO) TO URBAN RESIDENTIAL ONE/PLANNED DEVELOPMENT (UR-1/PD) FOR APPROXIMATELY 5.2 ACRES OF THE SITE, AND TO UNION COMMERCIAL/ PLANNED DEVELOPMENT (UC/PD) FOR APPROXIMATELY 8.7 ACRES OF THE SITE, IN CONJUNCTION WITH THE ANNEXATION OF REAL PROPERTY INTO THE CITY OF FLORENCE, FOR A TOTAL OF 13.88 ACRES LOCATED AT 8902 AND 8908 U.S. 42, BOONE COUNTY, KENTUCKY, AND PROVIDING THE RECOMMENDATION BE FORWARDED TO THE CITY OF FLORENCE, FLORENCE, KENTUCKY.

WHEREAS, the Boone County Planning Commission received a request for a Zoning Map Amendment to the Boone County Zoning Map, and such Zoning Map Amendment being a zone change from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC) and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, for a total of 13.88 acres located at 8902 and 8908 U.S. 42, Boone County, Kentucky, which is more particularly described below; and,

WHEREAS, the Boone County Planning Commission as the planning unit for the City of Florence, Kentucky, was requested to and has conducted a Public Hearing serving as a due process trial-type hearing and made findings recommending approval, with conditions, for the Zoning Map Amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOONE COUNTY PLANNING COMMISSION AS FOLLOWS:

SECTION I

That the request for a Zoning Map Amendment for the real estate which is more particularly described below shall be and is hereby recommended for approval, with conditions, this Zoning Map Amendment being a zone change from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC) and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned

Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, for a total of 13.88 acres located at 8902 and 8908 U.S. 42, Boone County, Kentucky. The real estate which is the subject of this request for a Zoning Map Amendment in a Rural/Suburban/Union Town Overlay (RS/UTO) zone is more particularly described in DEED BOOKS 575 and 322, PAGE NOS. 4 thru 12 and 241, respectively (as supplied by the applicant) as recorded in the Boone County Clerk's office.

SECTION II

That as a basis for the recommendation of approval, with conditions, for the Zoning Map Amendment request are the findings of fact and conditions of the Boone County Planning Commission as set forth in its minutes and official records for this request shall be and are hereby incorporated by reference as if fully set out in this Resolution and marked as "Exhibit A."

The Planning Commission recommended approval for this request based on the findings of fact and conditions as set forth in a report and marked as "Exhibit B."

SECTION III

That a copy of this Resolution recommending approval, with conditions, for a Zoning Map Amendment for a zone change from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC) and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, for a total of 13.88 acres located at 8902 and 8908 U.S. 42, Boone County, Kentucky, shall be forwarded to the City of Florence, Florence, Kentucky, having jurisdiction over the property for its action on the recommendation of the Boone County Planning Commission.

PASSED AND APPROVED ON THIS 21ST DAY OF APRIL, 2004.

APPROVED:

Arnold Caddell

ARNOLD CADDELL
CHAIRMAN

ATTEST:

Vicki L. Myers

VICKI L. MYERS
MANAGER, ADMINISTRATIVE SERVICES

AC:vlm

ZONE CHANGE/CONCEPT PLAN COMMITTEE REPORT

TO: Boone County Planning Commission

FROM: Susan Poston, Chairwoman

DATE: April 7, 2004

RE: Request of **Triangle Design Group (applicant)** for **Kenneth Bowman, Joyce Bowman, and William H. White (owners)** for a Zoning Map Amendment from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, all for 13.88 acres located at 8902 and 8908 US 42, Boone County, Kentucky. The request is for a zone change to allow commercial and office uses, and residential condominiums.

REMARKS:

We, the Committee, recommend approval of the above referenced request based on the following findings of fact and with the following conditions.

FINDINGS OF FACT

1. The Committee has concluded that the proposed Zoning Map Amendment and accompanying Concept Development Plan are in agreement with the Comprehensive Plan due to the following reasons.

   A. The Future Land Use Map designates the southern portion of the site along US 42, which coincides with the proposed UC/PD area, as "Commercial." This designation is described as "retail, corporate and professional office, interchange commercial, indoor commercial recreation, restaurants, services, etc." Further, the 2000 Union Town Land Use Plan Map designates this part of the site for both Commercial and Office uses - both of these categories fall within the Comprehensive Plan's Commercial designation as it is described in the Land Use Element. The Union Town Plan is "designed to be a furtherance of the Comprehensive Plan's recommendations," and the Land Use Element ("Union Area," pg. 164) states that "the (Union Town) plan's recommendations are shown on the 2025 Future Land Use Map and also affect the Boone County Zoning Regulations." Additionally, the Union Town Land Use Plan Map illustrates a conceptual connector street in the same general alignment as the street shown on the Concept Development Plan.

B. The Land Use Element ("Pleasant Valley - West Florence Area," pg. 164) states that smaller-scaled office and institutional uses are intended in the vicinity of Farmview Subdivision and the Florence/Union corporate boundary, and that creative building layout and orientation should be used in lieu of strip-style commercial development, and Planned Development Overlay Districts should be utilized. Although the proposed commercial area includes retail uses, the Concept Development Plan is designed to have the characteristics of an integral development indicative of smaller-scaled office and institutional uses. It also uses the Planning Development Overlay District to provide a creative building layout which appropriately relates to both US 42 and the proposed internal street, which helps to minimize an automobile orientation and strip style development characteristics. In addition to building siting, the development will use low scaled signage, an integral architectural system throughout the development, and an appropriate streetscape design along US 42 and along the proposed internal street to accomplish these objectives.

C. The Land Use Element (quotation from the 1995 Comprehensive Plan in the "Union Area" section of current plan, pg. 165) also states that "neighborhood-oriented commercial uses may be provided along U.S. 42 between Farmview Subdivision and the Union city center in the form of small-scale nodes that are focused upon existing and future road intersections; regional retail uses are not appropriate in the U.S. 42 corridor. The physical development of these commercial nodes should be reflective of the existing rural environment and should include such elements as vernacular influenced architectural treatments, site planning arrangements reflective of the farmsteads in the area, parking areas situated at the sides and rear of buildings, tree lines along side property lines, and post and rail fencing." The proposal is a small-scale, neighborhood oriented commercial node which is focused upon the existing US 42/Braxton intersection. Based on the site arrangement, proposed architectural design, amenities, and other commitments in the agreed conditions outlined below, the character of the development will properly relate to the rural environment of the US 42 corridor to the west and south. These attributes of the proposal also demonstrate agreement with the Business Activity Element ("Union Area," pg. 164), which advocates limited scale commercial clusters, or "neighborhood business district form," in the US 42 corridor.

D. The proposed UR-1/PD portion of the development is in agreement with the Housing Element text. The Element ("Housing Types," pg. 82) notes that "multi-family housing developments should have convenient access to commercial districts or should provide their own supporting commercial uses" and that "high density residential areas should be located sufficiently near and with convenient access to major streets, highways, and shopping and public facilities. A progression of densities of residential uses from high (multi-family) to low (single family) shall be encouraged." The proposed residential condominiums will be located in close proximity to US 42 with immediate access to the proposed commercial area and other commercial areas in the vicinity. The proposal also transitions from the more intense commercial uses along US 42, to an office orientation in the center of the site, and then to attached residential which adjoins the existing single family detached development in Farmview Subdivision.

E. The Committee has concluded that the proposal is in agreement with the applicable Future Land Use Development Guidelines as described in the Comprehensive Plan and the Goals and Objectives. Specific references to the guidelines and Goals and Objectives are outlined in the staff report for this request.

2. Due to the narrow width of the northern portion of the site that is proposed for residential condominiums, and the fact that the construction of an electrical substation is pending immediately to the west, which is adverse to a single family residential character and limits the ability of the parcel to assembled with the adjoining lots for a substantive single family development, the Committee has concluded that the existing RS/UTO zone is inappropriate and that the proposed UR-1/PD zone is appropriate. The pending construction of the substation also represents a major change of a physical nature not anticipated in the adopted comprehensive plan that substantially alters the area's character. As noted under paragraph 1.D above, the Committee has concluded that the proposed UR-1 zone is part of an effective land use transition which is in agreement with the Housing Element.

3. The Committee has concluded that the Concept Development Plan, coupled with the agreed conditions, fulfill the applicable requirements of Article 15 "Planned Development District" and Article 25 "Union Town Plan Districts" of the Boone County Zoning Regulations. Due to the varying requirements of each article, the Committee has concluded that the combination of the Concept Development Plan and the agreed conditions represents an appropriate "merging" of the various requirements via the flexibility in standards permitted by the PD overlay zone.

4. The Committee has concluded that the attached conditions are necessary to achieve consistency with the specific goals, objectives, and policies of the 2000 Boone County Comprehensive Plan, the Union Town Plan as it relates to the Comprehensive Plan, and the standards and policies of Article 15 "Planned Development District" and Article 25 "Union Town Plan Districts." The Committee has also concluded that the attached conditions are necessary to mitigate any foreseeable community impacts that may be created by the development. The property owners have signed a letter demonstrating agreement with these conditions.

CONDITIONS

1. The development shall follow the version of the Concept Development Plan presented by the applicant at the 2/25/04 Public Hearing for this request, except where superceded by the following conditions.

2. The transition of the main internal road between the north-south leg and the east-west leg shall be a three-way stop, "T" intersection (with the third leg of the intersection being completed when the property to the east develops), unless it is demonstrated through the Preliminary Plat review that a radial curve is safer in terms of traffic circulation. Additionally, the site shall be connected to the "future frontage road by KTC" that is shown on the Concept Development Plan only if safe traffic movement with an appropriate geometric layout is demonstrated.

3. The development shall comply with the requirements of the following subsections of Section 2540 of the Boone County Zoning Regulations: #5 "Utilities," #7 "Fences," #9.b "Street Trees," #9.f "Street Lights," and #9.g "Street Furniture." Sidewalks shall be provided on at least one side of the street and may be integral curb/walks where appropriate. Additionally, the sidewalk links normally required under Section 3327 "Pedestrian/Bicycle Improvements" shall also be provided.

4. The architectural design in the development shall follow the submitted written guidelines and the conceptual elevation (attached) and the conceptual illustration which is attached to the 3/16/04 letter from Phil Drees (attached).

5. The on-site storm water system shall be designed to help remedy existing storm water problems in the area through the use of extra catch basins, over-detention, etc., per the City Engineer's direction.

6. Healthy, existing trees shall be retained and buffering shall be provided per the 3/16/04 letter from Phil Drees, including the attached buffer profile drawing. Additionally, a minimum 30 foot wide buffer which contains the required plantings from Buffer Yard B in Article 36 of the zoning regulations, in addition to the retained trees, shall be provided along the north and east property lines of the northern (residential condo/office/day care) section of the development. The combination of the buffering commitments in the 3/16/04 letter and additional plantings along the south property line of the lots in Farmview Subdivision which adjoin the proposed internal road shall be minimally equivalent to Buffer Yard C as outlined in Article 36. All other landscaping shall meet the normal requirements of Article 36 of the zoning regulations.

7. Lighting shall conform to the commitments outlined in the 3/16/04 letter from Phil Drees. Measurable light shall be less than one (1) footcandle at all project boundaries.

8. Freestanding signs shall be limited to three monument signs total along the U.S. 42 frontage (one overall development identification sign and two signs for specific businesses). The design of the signs shall mimic the development's architectural theme and shall follow the submitted schematic drawings. Each sign shall be a maximum of 8 (eight) feet high (as measured from the top of the appurtenant retaining wall base) and contain a maximum of sixty (60) square feet. Manually changeable copy shall only be permitted, for the two monument signs for specific businesses, for up to thirty percent (30%) of the total copy area of each sign. Electronically changeable copy of any type is not permitted.

A copy of the Public Hearing minutes accompanies the findings and recommendation serving as a summary of the evidence and testimony presented by the proponents and opponents of this request. Attached is the signature page for the Zone Change Committee Vote.

Exhibit "B"

Union Terrace
Design Guidelines (Preliminary)

RECEIV
JAN 2 1 2004
BOONE COUNTY
PLA

The purpose of establishing design guidelines is to reinforce the theme and character of Union Terrace. The guidelines will protect each commercial and residential user as well as enhance the physical features and amenities within the overall environment.

Note: the Union Terrace Design Review Committee must approve all site and building plans.

Architectural Building Guidelines:
Commercial

Roof:

- At least 20% of the Roof line has to pitched (mansard roof line is acceptable)
- Pitched roof has to be metal or equivalent (color to be determined)
- If roof is used over pick-up or drive-thru windows then pitched roof is required

Exterior of Building:

- Brick material has to be on 80% of the Building (Color/type to be determine)
- Arch walkways or Arch windows to be incorporated into building. Arch concrete lintels (on similar looking material) to be used where practical
- Use beige colored band trim, belt course or cornice line at or above window height
- Colors and accents to match other commercial users within development
- Stamp concrete or color concrete sidewalks to be used next to building (Color and pattern to be determine)

No temporary buildings including trailers, incomplete buildings, tents, or shacks shall be permitted on the property.

Union Terrace Design Review Committee reserves the right to waive any of these requirements when, in its sole judgment, the waiver provides for a more appropriate design of a building and does not compromise the integrity of the development.

Commercial site design requirements:

Outdoor Storage/Trash

- Outdoor storage and trash location must be concealed using the primary building design requirements

Parking and Lighting

- No solid concrete islands in parking lot allowed, landscaped islands to be used unless approved Streetscape materials used.
- Light post and fixture (selection yet to be determine)

- Light post base to use brick or stone (color/type same as buildings or entry monument)
- Connectivity with other parking areas must be made
    - Use "Stamp" concrete or color concrete sidewalks to connect (pattern to be determine)
    - Coordinate and blend parking lot entrances and exits with adjacent users

Landscaping

- A separate landscape plan shall be submitted prior to building construction. Union Terrace Design Review Committee must approve plant materials and landscape construction that is to be installed on the lot.
- All unpaved areas of each site not utilized for parking or buildings shall be landscape,
- Landscape shall be used to mark entrance points and parking areas.
- Landscape shall be used to enhance building scale and forms.
- Landscape treatment shall not interfere with sight line requirements at street or driveway intersections. All landscaping shall be designed for reasonable maintenance, and all landscape areas shall be maintained in a quality manner at all times. Paving or terracing may be used in areas where excessive maintenance would otherwise be required.

Signage

- All exterior signs shall be approved by Union Terrace Design Review Committee
- No sheet metal signs, flat wood painted, or exposed fluorescent lights signage allowed.
- The location, size, and construction of signs will be in keeping with the character of the development.
- Ground mounted signs shall not have a gross area of more than Eighty (80) square feet and shall not exceed ten feet (10') in height and shall be connected to the ground along the base length.
- Illuminated signs shall be rear lighted or lighted from a nonapparent light source
- Other signs allowed may be of a directional nature or temporary signs indicating "For Sale" or For Lease"
- All permitted signs shall be of a design and material consistent with the building and/or developers monumentation itself.

Union Terrace
Design Guidelines (Preliminary)

The purpose of establishing design guidelines is to reinforce the theme and character of Union Terrace. The guidelines will protect each commercial and residential user as well as enhance the physical features and amenities within the overall environment.

Note: the Union Terrace Design Review Committee must approve all site and building plans.

Architectural Building Guidelines:
Residential Condo's

Roof:

- Define overhangs, comice lines, dormers
- Utilize gable and/or hip roof shapes with a minimum roof slope of 4:12
- Material shall be heavy weight dimensional shingles or metal. Color to coordinated with commercial roof lines
- Flat roofs and mansard roofs are not allowed

Exterior of Building:

- Brick or stone material has to be on 65% of the Building (Color/type to match commercial buildings)
- Arch walkways or Arch windows to be incorporated into building. Arch concrete lintels (on similar looking material) to be used where practical
- Colors and accents to match other commercial users within development

No temporary buildings including trailers, incomplete buildings. tents, or shacks shall be permitted on the property.

Union Terrace Design Review Committee reserves the right to waive any of these requirements when, in its sole judgment, the waiver provides for a more appropriate design of a building and does not compromise the integrity of the development

Amenities

- Developer to provide a common area amenity such as a "pocket park" for public open space gathering
- Agree to be a member of the "Union Terrace commercial association" that will provide the vehicle to maintain the open space grounds and features
- Developer will place "Union Terrace" signage at entrance with each commercial user listed (Must have at least 3000 Sq. Ft.)
-

Triangle Design Group, Inc.

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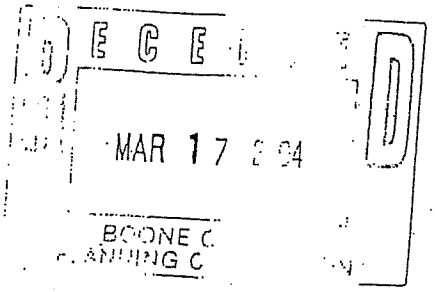
March 16, 2004



Mr. Kevin Wall
Boone Co. Planning Commission
2995 Washington Street
Burlington, KY 41005

Dear Kevin,

The following is a summary of the various neighbor concerns that have been brought to our attention regarding the proposed Union Terrace Project (UT). Triangle Design Group (TDG) has been working with the existing residential property owners to the North of UT in an effort to mitigate their concerns.

These concerns are as follows:

1. Buffering- Can the road be moved in order to create more buffering?
2. Detention- Will the UT detention area be adequate to prevent storm water runoff from entering the residential area?
3. Lighting- Can TDG use a less invasive lighting system to guard against light pollution? In addition, how will UT address the impact of car lights on the residences behind the intersection at UT?
4. Noise- What can TDG do to minimize noise pollution?
5. Trees on the property line- Will the UT development impact the mature existing trees along the property line?
6. Hours of Operation- What will the hours of operation be and can they be controlled?

How are the developers of Union Terrace addressing these issues?

1.Buffering

TDG has submitted an option that has the potential of mitigating the buffering concern. The option of "sweeping" the road has been reviewed by the residential neighbors and TDG. If this option meets subdivision requirements, we will be willing to make the change. However, the "sweep" needs to be reviewed by the proper engineering representative for the county and or city of Florence before acceptance.

Another option looked at by the neighbors and TDG was to install some fencing and low hedging along with the already proposed trees and swale/berm area. TDG feels that portions of a strategically placed fence will severely reduce any light and noise emanating from UT, as well provide a sense of safety for the neighboring homeowners. (Examples of each option are included in this packet).

2. Detention

By law, TDG is not able to increase storm water runoff onto neighboring properties. It is our impression that the neighboring property owners are concerned that existing storm water problems will be amplified by the UT development. This will definitely not be the case. TDG is currently working with its engineers and tenants to actually reduce the current amount of storm water runoff onto neighboring properties.

The Detention area along the back of the properties on Northfield Dr. could possibly be reduced in size if Walgreen's were to agree to install underground detention. TDG has also determined that the Detention area can be moved slightly away from the adjoining property owners if the "sweeping" option explained in the buffering section is determined feasible. If practical, the Detention area will outlet into the ditch along US Hwy 42.

The Detention along Barnwood Court is under review as well. A meeting was held on March 10, 2004 with Cinergy to explore placing the Detention area on their property. The outlet will still follow the normal outlet that is shown on our plan.

3. Lighting

TDG has submitted for your review the lighting provided by Cingery. The gas light replica will be used on all public streets and throughout the residential condominium area. Light options run 12' to 16'in height and have a lower luminary range than standard streetlights (included in packet). In addition, a light plan will be submitted, illustrating how lighting on individual commercial lots will be contained on site as opposed to drifting onto neighboring properties.

4. Noise

The UT development is governed by current zoning regulations for allowable noise levels projected through the site. It is our intention not to exceed these regulations. With the fencing and hedges, there should be ample barriers and reduction in noise to prevent noise from negatively affecting neighboring residences.

5. Existing Trees

TDG has instructed its engineer (CDS and Associates) to provide a 15' buffer around the entire rear of the property. The disturbed limits will not encroach upon this buffer therefore saving all of the existing trees. Elsewhere, it is our intention to preserve as much of the existing mature live trees as possible.

6. Hours of Operation

TDG has spoken with all tenants and future business owners. Expected business volumes do not justify 24-hour operations. The hours of operation will be consistent with other retail and restaurant hours in similar surrounding areas.

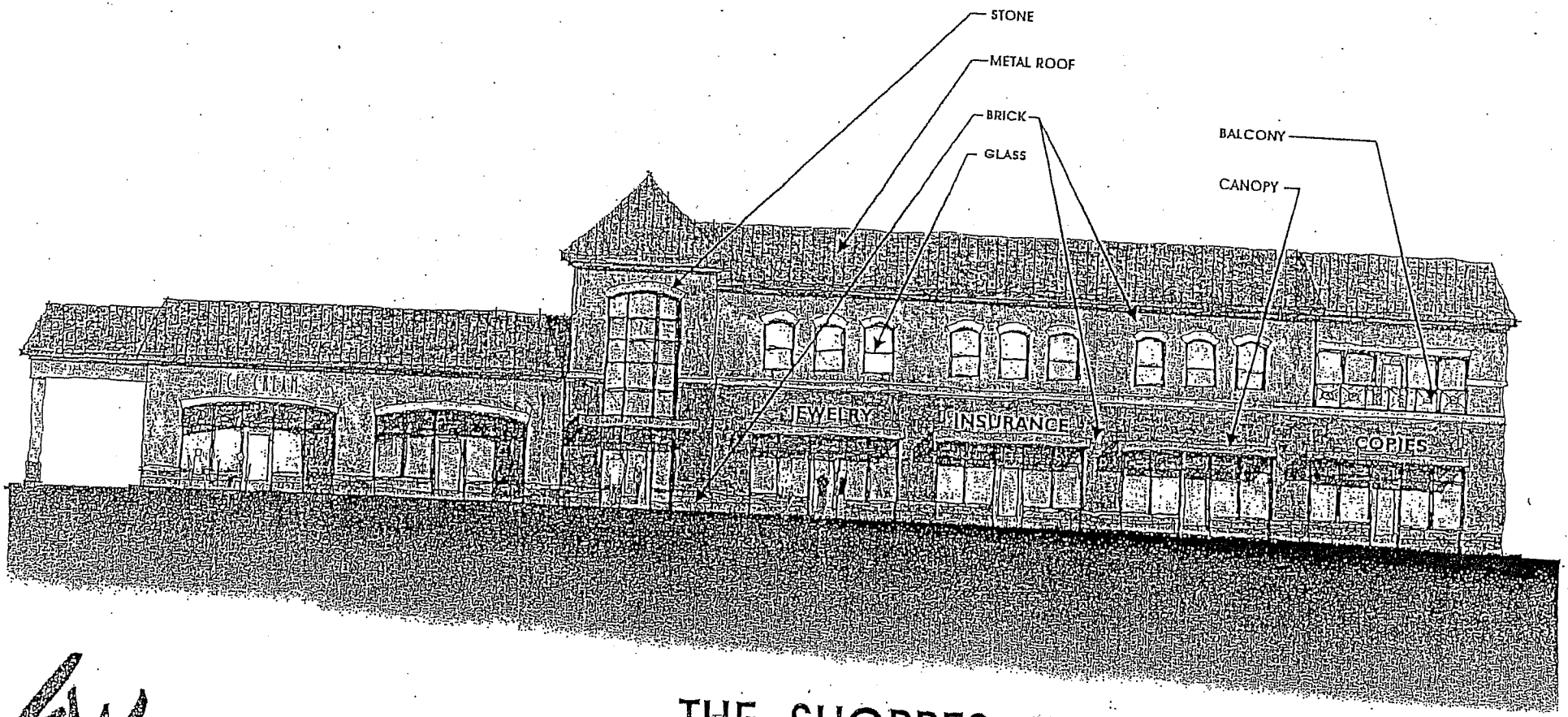
Summary

TDG met with the existing residential neighbors on March 11, 2004 at the proposed site. Our overall opinion of the meeting was that the neighboring property owners were, for the most part, satisfied with the options and solutions outlined in this letter.

Union Terrace is poised to be a special development unlike any in the existing area. We hope that you can appreciate the time and effort put in by the development team to find solutions and overcome the objections presented by the neighbors. We hope that these efforts will further your ability to recommend approval of the UT development to the entire planning commission.

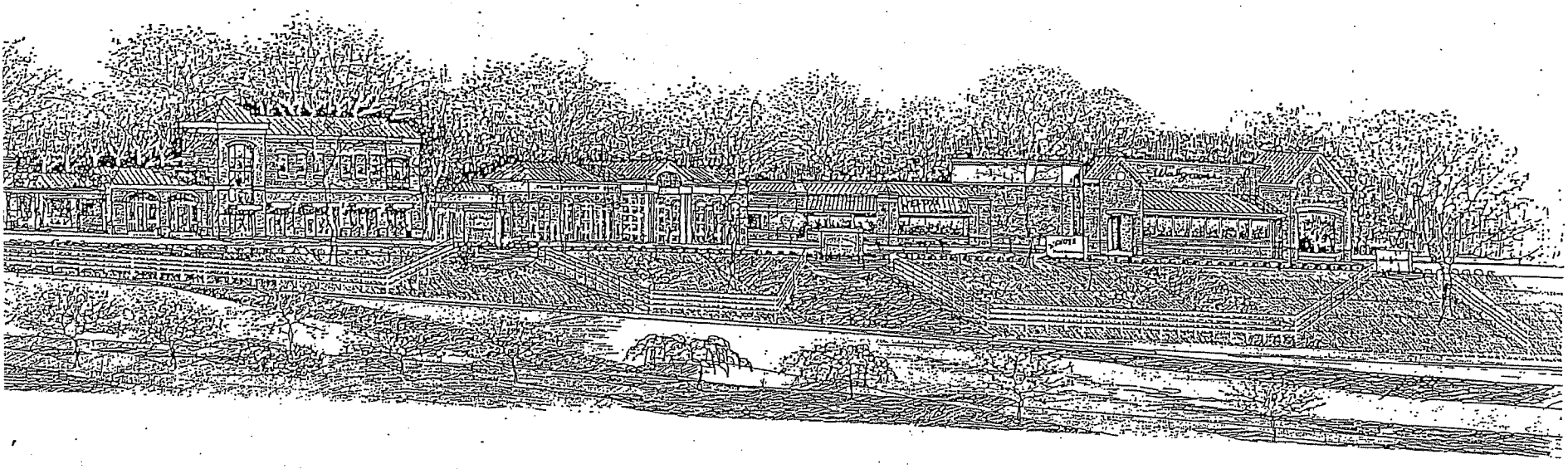
Sincerely,

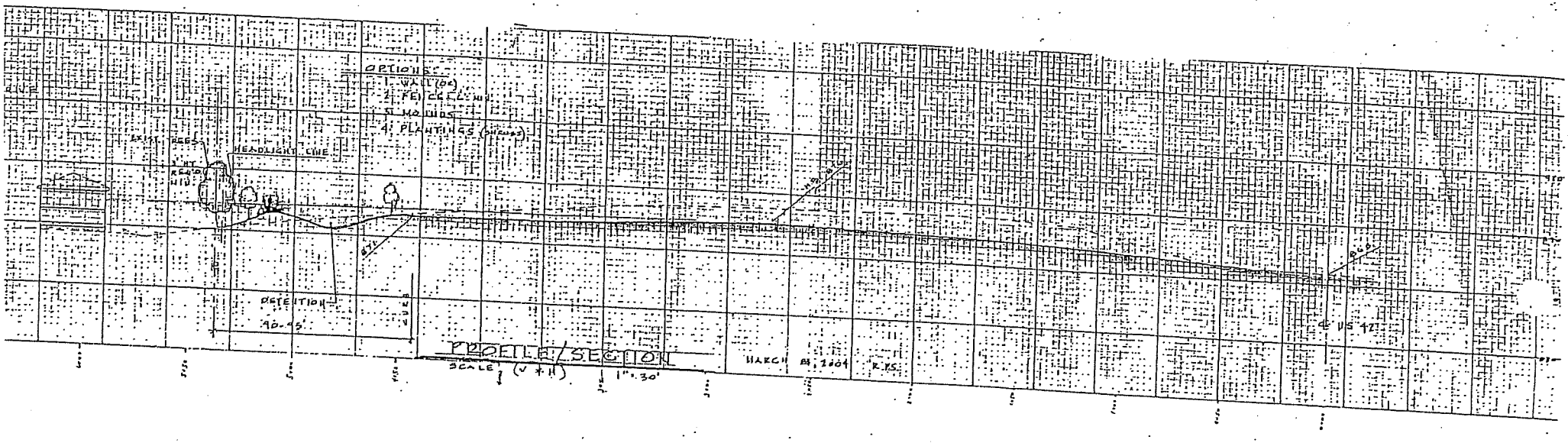
Phil Drees,
President,
Triange Design Group, Inc.

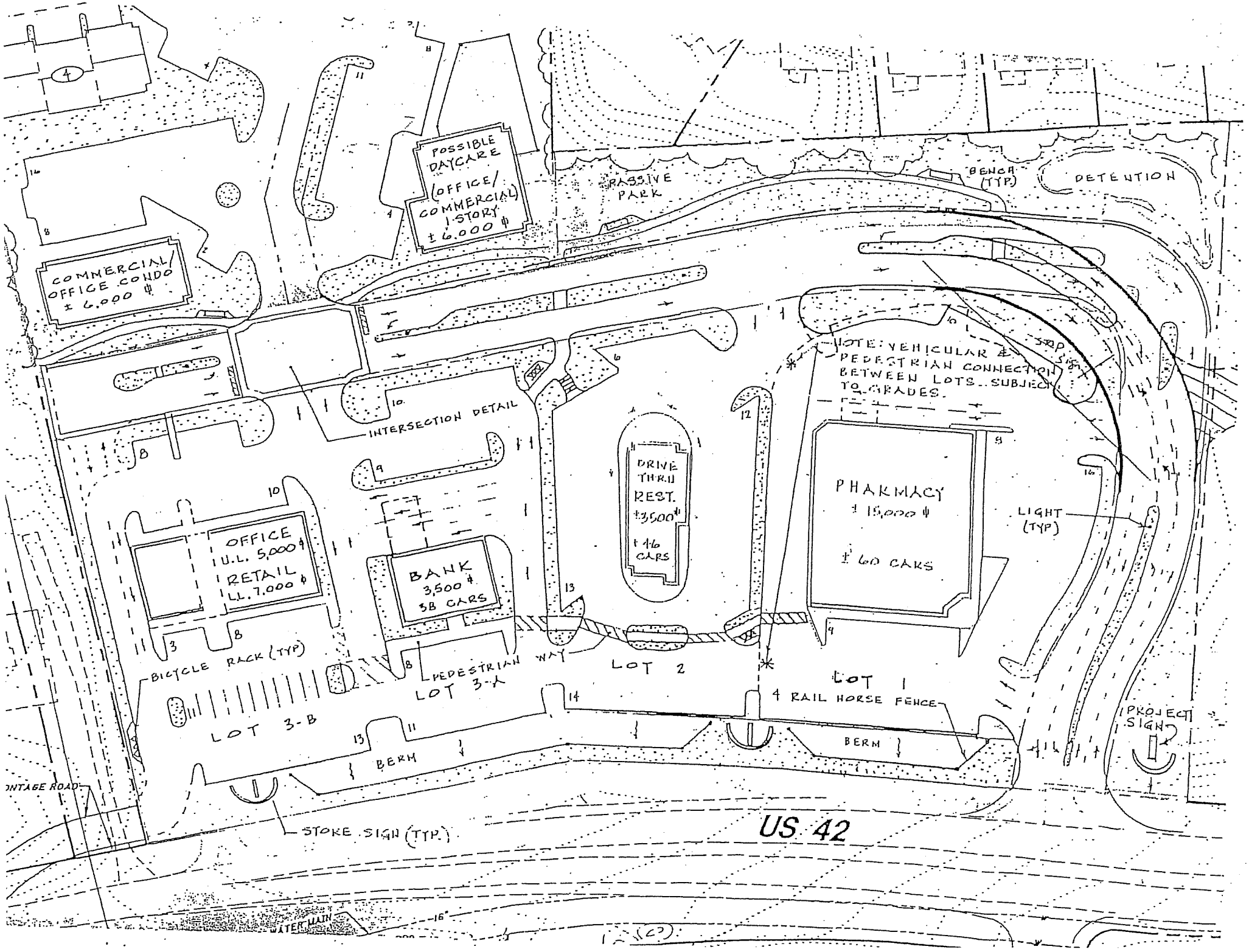


THE SHOPPES AT UNION TERRACE

TRIANGLE DESIGN GROUP




OPTION B
WALL (OR)
FENCE ALONG
TOP OF WALL
4' PLANTINGS (MINIMUM)
HEADLIGHT LINE
DETENTION
PROFILE/SECTION
SCALE (V+H) 1"=30'
MARCH 8, 2001
K.R.S.


POSSIBLE DAYCARE (OFFICE/ COMMERCIAL) 1 STORY ± 6,000 ϕ
COMMERCIAL/ OFFICE CONDO ± 6,000 ϕ
PASSIVE PARK
BENCH (TYP)
DETENTION
INTERSECTION DETAIL
NOTE: VEHICULAR & PEDESTRIAN CONNECTION BETWEEN LOTS SUBJECT TO GRADES.
DRIVE THRU REST. ±3500 ϕ ± 16 CARS
PHARMACY ± 15,000 ϕ ± 60 CARS
LIGHT (TYP)
OFFICE U.L. 5,000 ϕ RETAIL LL. 7,000 ϕ
BANK 3,500 ϕ 38 CARS
BICYCLE RACK (TYP)
PEDESTRIAN WAY
LOT 2
LOT 1
LOT 3-A
LOT 3-B
4 RAIL HORSE FENCE
BERM
BERM
PROJECT SIGN
STOKE SIGN (TYP)
US 42
ONTAGE ROAD
WATER MAIN
16"

Public Hearing Item No. 2:

Commission Members Present: Mr. Barlow, Mr. Bunger, Mr. McMillian, Mr. Poe, Mrs. Poston - Vice Chairperson, Mr. White, and Mrs. Wilson - Secretary/Treasurer.

Staff Members Present: Mr. Kevin Costello, AICP, Executive Director; Ms. Jan Hancock, Secretary; and Mr. Kevin Wall, AICP, CDT – Director, Zoning Services.

Legal Counsel Present: Mr. Dale Wilson

2. Applicant: Triangle Design Group for Kenneth Bowman, Joyce Bowman, and William H. White (owners)

Request: Zoning Map Amendment and Annexation

The request of Triangle Design Group (applicant) for Kenneth Bowman, Joyce Bowman, and William H. White (owners) for a Zoning Map Amendment from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, all for 13.88 acres located at 8902 and 8908 US 42, Boone County, Kentucky. The request is for a zone change to allow commercial and office uses and residential condominiums.

Following an explanation of the Public Hearing process, Mrs. Poston asked for the applicant's presentation.

Bill Drees with Triangle Design Group and a resident of Hebron, stated that he has been in business since 1998 when he left The Drees Company to do site amenity features for developers. He stated that the request is for rezoning of the Bowman property and the project is called Union Terrace. He has been working on the project for five years and they have had many ideas and concept plans. The project is on the fringes of Union and will be annexed into the City of Florence. It is in the transition area to downtown Union. The downtown area is about 1.5 miles away from the site. He stated that because of the terrain, developing the site will be costly. He stated that some of the commercial end users are present, but some left because of the late hour. He submitted a spiral bound handout "Union Terrace" (see **Exhibit 1**).

Jamie Lusk, 942 Lost Valley Court, Villa Hills, Kentucky, reviewed a Power Point slide. He stated that the development is on US 42. The site is approximately 13.5 acres and is currently vacant. He noted a vacant motel, neglected property, and undeveloped fields. The Cinergy transfer station will be located on the adjacent property to the west. He indicated Kroger's, retail shops, a medical office, suburban residential development, drive-thru restaurants, and a public library in the area. He stated that this is a transition area along US 42, which is a five-lane road. He stated that there is suburban, commercial and residential development around their property. The transition is from the commercial development to the suburban commercial development to the downtown area. They see this as a commercial opportunity for left out development. It will be built with a sense of place where people can live and work and enjoy themselves. They met with Staff and have tried to implement the changes they discussed in the plan. He stated that the request for annexation will run concurrent with the zone change request. They met with Florence City Council, the Council members, and citizens. He presented a Power Point slide of the final Concept Plan, which is in the handout. He stated that there are six commercial sites ranging from .7 acres to 1.7 acres in size. There are a variety of complimentary uses within the development and the following tenants are signed up: Walgreen's, Wendy's, First Security Bank, Graeter's, children's day care, and professional office. The residential section of the development is sixty-two for-sale condominiums that will sell for $130,000 and up. They want a mixed use of commercial and residential development. There will be paved parking and sidewalk connections between the lots for an urban feel. He stated that some of the regulations in the Union Town Plan do not fit with what they are trying to do. There is an issue of the existing grade. The site is 25 feet above the road and across the street the land is flat. The depth of the property is difficult. They are building a road with a 60-foot right-of-way. The future Cinergy substation is a problem because no one wants to live next to it. They are trying to combat the issues with twelve units per acre and a $130,000 purchase price. He stated that there are also issues with the economy, the overall cost of land development, and sewers. There will be a cost for the streetlight. It is a single-loaded street. There are existing competitive uses and a strip center is being developed further up the road. The Kroger space is available. He stated that tenants are willing to spend a little more money to be in their development because it will be a good development. He stated that the market has taught them that they need to work with drive-thrus and design for drive-thru restaurants. He stated that there is a five-lane road and a lot of automobile traffic that they want to capture. There are two equally important roads –Longbranch Road and US 42. He stated that the parking in the front does not agree with the Union Town Plan – but they have two roads to think about. They have staggered the lots and staggered the setbacks. He stated that there are safety issues in regard to ingress/egress which they have addressed by getting cars in one location and not having to get back out on U.S. 42. They will have quality landscaping and amenities such as park benches, bike racks, and lighting features. There is a tree-lined boulevard through the site. He stated that a sea of parking in the front is not the best situation, but they will have

hedges, mounding, and fencing along the front and the parking will not be seen when driving down U.S. 42 because of the elevation. He stated that the design and construction of the buildings are important. The architectural controls are in the handout. All the users will be part of the Union Terrace Association so that they can control the buildings and how they look. His company will own a retail/office building in the development and they plan to stay there. He presented renderings of what the residential area might look like and exhibits of prior plans to show how they worked through the process to get to where they are today.

Frank Raeon, who lives in Mariemont and worked for The Drees Company as Director of Leasing and Commercial Sales, stated that they are asking for modifications to the Union Town Plan. He stated that the proposal has some of the elements the Planning Commission would like to see incorporated in the Union Town Plan, but plays to what is across the street. The development is neighborhood oriented and has rich design. Walgreen's will be a tremendous anchor and Wendy's has wanted to be in the Union area for some time. They want an anchor with name recognition and quality such as Graeter's, which will be in the corner location with a drive-thru. End users feel that drive-thrus make them competitive. They will create a courtyard with a coffee shop that will have a drive-thru window. The coffee shop is disadvantaged without the drive-thru window. Businesses are moving out of locations that do not have drive-thrus. They need a drive-thru for Walgreen's and one for Wendy's, a pick-up window for the bank, and a pick-up window/drive-thru for the coffee shop. They are hoping to get a good Chinese restaurant at the end cap, which may leave them without a pick-up window for the coffee shop. He stated that someone else may want to share the patio area with Graeter's. They want to remain competitive and complement what has been created in the Union Town Plan. He stated that the Union Town Plan is in an area for a lot of pedestrians, but four or five lanes of traffic on U.S. 42 does not create a pedestrian feel. Old U.S. 42 past this site goes to two lanes which creates a pedestrian feel. He indicated the sidewalk area and stated that they have made as much effort as possible to make it work. He stated that there is one curb cut on U.S. 42. He stated that someone picking up a child at day care will be able to go to the bank, go to Wendy's and take home a meal, pick up a prescription, and go to Graeter's. He stated that the uses are complementary. This is a good plan to emphasize the automobile and convenience.

Mr. Rick Soper, Landscape Architect, was available to respond to questions.

Due to the late hour, Staff Member Kevin Wall presented the Staff Comments and reviewed the Site Plan. He requested that the Commissioners read the Staff Report (see Staff Report). He stated that there are residential uses south of the proposed Cinergy substation and screening along the west property line of the Graeter's lot should be considered.

Mrs. Poston asked if there was anyone else present who wished to speak in favor of the request. There being no response, Mr. Costello began calling the names of those who signed slips to speak.

Marc Wilson stated that he and his wife and children live at 37 Northfield Drive, which is the closest house to the proposed development. He is concerned about crime such as an armed robbery that occurred at a Walgreen's and a murder at a Wendy's. He is concerned about buffer. He does not want to feel vibrations, or have noise pollution, light pollution, odors from the dumpsters, or noise from the PA system at Wendy's. The road is too close to his property. There are 24 children from his house down to the end of the cul-de-sac and they play in the back yards. It is a young family neighborhood and the proposed road is a danger to the children. Their bedrooms are on the second floor and there will be headlights coming into their bedrooms at night. He stated that the elevation has to be considered. They want a large buffer. He stated that property value and marketability of his home will be affected. He and the other neighbors expected a development more like a doctors' office with medical use hours on the site. He stated that the long-range plan calls for limited uses in the area.

Tim Garnett, no address given, stated that he moved in about a year and a half ago. He knew there was commercial zoning, but he did not think the access road would be there. He plans to live there and raise his three children. His property is 50 – 70 feet from the access road. The headlights will also affect his children's bedrooms. Safety and privacy are issues. He is concerned about noise, light, and pollution. He would like the access road relocated to give some privacy to their homes.

Art West, 25 Northfield Drive, stated that he is a retired Federal Agent and is home all day long. His privacy is important. He stated that there were a lot more people here about this request, but left because it got so late. He is an adjacent property owner, but he did not receive a letter and only had five minutes notice to prepare. He stated that the developer talked to the Mayor and to Mr. Carroll and through the conversation with Mr. Carroll, the location of the day care center was changed – if something can be changed for a City Councilman, it can be changed for the other residents. He stated that the houses have small backyards. The subject property is a big mound of dirt and the houses are totally secluded from U.S. 42. He stated that the existing fast food restaurants are all across U.S. 42 and down the road and do not affect them. This development will affect the marketability of his home. The road will be above his house and he will be able to look at the mufflers on the trucks as they go by. He has large picture windows in the back of his house and he will have a view of cars and trucks going by. He stated that the businesses should shut down about 6 PM. Cars will be driving on the road above his house at 1 AM and 2 AM and shining lights in his picture windows constantly. A bank would do business in the daytime and be closed at night and he would not have a problem with that. He does not want fast food restaurants near his house. He stated that the long range plan for 2025 states that

when you get out to Farmview it is supposed to be a local development atmosphere and offices – it does not say anything about large national chains like Walgreen's and Wendy's with headlights 8' – 10' above the houses all night long. The proposed plan is not in keeping with the long range plan. He stated that there are terrible water drainage problems. The city's water/sewer system floods and will probably get worse. His main concern is businesses that are open at 2 AM and commercial delivery trucks on a commercial road at the back of his house. He asked the Commissioners to go out and look at the area.

Mark Washam, 29 Northfield Drive, stated that he lives right next to the retaining pond and is concerned about mosquitoes breeding there. He stated that just to the south is a similar mix of uses with Kroger's and the pharmacy. There is a freestanding bank and daycare center just southeast of the project. There are other mixed retail uses not yet open, a library, and video rental store. These locations are a ten-minute walk from his home. He is opposed to fast food restaurants or any use with a drive-thru. He questioned the need for a Walgreen's when there is one at Mall Road and U.S. 42. He is concerned about water problems. There is a swale that goes through the backyards and the water eventually runs down and goes out in the street. The City has tried to improve the drainage in the neighborhood. He believes there will be traffic problems. He is concerned about lighting and noise from late night restaurants.

Tammy Wilson was no longer present.

Mark Baumgartner, 42 Northfield Drive, Vice President of the Farmview Homeowners' Association, stated that there are a lot of sinkholes on the property and an old well and the water comes up through the ground. A swimming pool in the neighborhood had to be removed because of the ground water. He stated that Kroger's said they had the water problem handled, but Hills Condominiums were flooded and the clubhouse and swimming pool were ruined. The culvert pipe had to be removed at $350,000 of taxpayers' expense because the runoff from Kroger's was not anticipated. In the last big storm, water was coming over the road and nearly flooded Hills' clubhouse again. He indicated a collection basin near U.S. 42 and stated that there was a vortex there that could suck in a child. He stated that with the proposed detention pond and access road, the culvert pipe could have to be increased again. His main concern is water coming across Farmview Drive. He stated that they have to pay to replace landscaping with the existing water. He indicated the dividing line of the watershed. He is concerned about lights on the site and the safety of children in the area. He asked the Planning Commission to protect their interests.

Walter Leidy, 46 Northfield Drive, is concerned that there will be a major thoroughfare that will continue on to the next development and be as busy as Hopeful Church Road. He is concerned about the night hours of Walgreen's and Wendy's. He does not want to hear people ordering food at Wendy's. He is concerned about noise and light pollution. There is a lot of water that damages

property in the neighborhood. He is concerned about two-story buildings close to the property line. His backyard is about twelve feet below the property and there is an issue of privacy. He would not have a problem with single-story buildings that were moved away from the property line. He stated that 50% of the trees are dead and when they take out the dead trees and put two-story buildings close to the property line, there will be no privacy.

Michael Miller, 29 Barnwood Court, stated that there is a consistent running of water across his property and a neighbor has built a levy to divert the water out to the street. The drainage is causing the constant flow of water. He stated that the applicant told him there would be single-story buildings next to his home, but the plan shows a two-story building looking into his property. He works for the airline and gets up at 3:30AM. He does not want his property value adversely impacted. The sewers and possible backups are a concern. He is also concerned about the environmental impact. He is concerned about the power plant and its affect on the children.

Bryan Istre, 41 Northfield Drive, stated that there are seventeen children under the age of twelve in the cul-de-sac and safety is a big concern. He has three children. He stated that the houses set back on the lots and have more yard in the front than in the back. A commercial road that close to the backyards raises safety questions particularly with the amount of traffic. He indicated the ridge line through the property and stated that there is a problem with water drainage. He was told by Mr. Bowman that they would drop the grade down by eight feet, but that still leaves seventeen feet from the top of the hill down to his house. Most of the buffers are pear trees with little mounds – but there are two-story buildings – and, with the grade and those trees, they are going to get a lot of lights. It is about 30 feet from the backs of the houses to the property lines and there will be drive-thru businesses with late hours. It would be easier to accept the development if the businesses closed at 6 PM or 7 PM. The businesses will be open late and the small children will be going to bed at 9 PM. The constant traffic after 9 PM will diminish their way of life. He asked that the neighborhood be considered and the neighborhood feel maintained.

Mrs. Poston asked if there was anyone else present who wished to speak regarding this request. There being no response, she asked if there were any comments or questions from the Commissioners.

Mr. Poe questioned the curb cut. Mr. Wall responded that it is shown in the only place they can get a curb cut. He noted the transition between the old road and new U.S. 42. He does not see any other location for the access on U.S. 42 other than where it is shown. Attached to the Staff Report is a conceptual road alignment on the Union Town Land Use Plan map and this is close to what is shown on that map.

Mrs. Poston stated that PA systems are always a problem and the proposal includes four drive-thrus. Mr. Lusk responded that Graeter's does not have a PA system. Walgreen's is not a 24-hour operation and only uses their system to talk to customers at the window. Mrs. Poston stated that the voices are amplified. Mr. Costello stated that Walgreen's hours need to be verified. Mr. Lusk stated that the amount of traffic through the development would not support a 24-hour operation at Walgreen's. Mr. Wall stated that the Code requirement for drive-thrus is quoted in the Staff Report and says that the sound shall not be audible beyond the property line of the lot containing the drive-thru.

Mr. Lusk stated that they are trying to address water issues. This is the concept phase and they can address those issues at the construction phase. They are trying to use buffer, mounding, and detention to alleviate a lot of the problems.

Mr. Costello stated that it might be good to have someone from the City of Florence who is dealing with the water issues in Farmview attend the Committee Meeting. He believes Farmview was designed with no detention requirements, which needs to be verified with the City of Florence. The Committee needs to know the extent of the problem and what is being done about it. He stated that if there is a problem there that the City of Florence is working on, the Planning Commission does not want to make it worse from this development. Mr. Lusk agreed.

In response to a question from Mrs. Poston, Mr. Lusk indicated the locations of the proposed one-story and two-story buildings. He stated that the condominiums will all be two-story buildings in the front, but three stories in the back because the garages are underneath in the back.

Mr. McMillian asked if the day care center is for the residents. Mr. Lusk responded that it is a public facility. He stated that there is a huge need for child care.

Mr. Poe stated that the Planning Commission sometimes requires that drive-thrus be towards U.S. 42 and that can be considered in Committee. He stated that if the property could be redesigned, possibly the road and the flow of traffic could be towards the front as opposed to being in the area of the houses. Mr. Lusk responded that they have plans where they tried to bring the road in that way, but there were factors of the Comprehensive Plan, KDOT, and topography. He stated that the road grade can only be at a certain percentage. Mr. Wall stated that in an earlier draft plan there was a frontage road and there were grade and stacking problems – it sounded good in concept, but does not function well in reality as a road.

Mr. Bunger asked if the commercial buildings that adjoin U.S. 42 will be visible from U.S. 42. He asked the applicant bring to Committee the architectural design of the rear of the buildings and to be prepared to address the architectural controls

and the impact on U.S. 42 in Committee. Mr. Lusk responded that the buildings will be designed as if there is no back. They are considering all four sides of the buildings. He stated that from the road people will be able to see most of the first building, some of the next two buildings, and the top of the last buildings. He stated that the view looking east on U.S. 42 gives an idea of what people will see driving down the road. He stated that the plan does not reflect the hedge row and the split rail fence. Mr. Bunger responded that the applicant has provided pictures of other facilities in the area, but not necessarily of what they are going to build. Mr. Lusk responded that the pictures are an idea or scope of what could be there. Mr. Bunger asked if they anticipate a theme throughout the site. Mr. Lusk responded that they are trying to get across the window style, the arch of the windows, the use of brick, and the pitches in the roofs, which are addressed in the Architectural Guidelines.

Rick Soper, Landscape Architect, stated that the issues raised by the residents are things they have generally considered. The road alignment is generally the alignment of the pavement on the current plan and being considered from an overall planning standpoint. They looked at several alternatives and the reasons this plan is the best alternative are safety, moving the traffic into the site from the light, and the topography. They are attempting to lengthen the road to make it as level as possible. Lengthening the road creates more of a neighborhood feel with the islands and tree line. He indicated the high point of the site and stated that U.S. 42 is relatively low in elevation. Northfield Drive is relatively low in elevation. He stated that the area of the berm and treeline is a spine on the site and there is a dimensional separation from U.S. 42 and the residential development. They believe, because of the location of the traffic light, that the commercial uses are more appropriate at the intersection. The smaller buildings, architectural controls, and condominiums work with the topography on the west side of the site. He stated that there is concern about the stormwater and there are several alternatives they are willing to investigate when they get into the engineering. He indicated on the slide how they could possibly get the water to flow back in the direction shown and drain the area to the east to U.S. 42 and limit the amount of storm drainage going toward the residential area.

There being no further comments, the Mrs. Poston stated that the Committee Meeting for this item will be on March 3, 2004 at 5:00 PM. This item will be on the Agenda for the Business Meeting on March 17, 2004 at 7:00 PM. Mrs. Poston closed this Public Hearing at 11:35 PM.

APPROVED:

Susan Poston, Vice Chairwoman

Attest:

Jan Hancock, Recording Secretary
Exhibit 1 - Spiral bound booklet "Union Terrace" submitted by the applicant

ZONE CHANGE/CONCEPT PLAN COMMITTEE VOTE

TO: Boone County Planning Commission

FROM: Susan Poston, Chairwoman

DATE: March 17, 2004

RE: Request of **Triangle Design Group (applicant)** for **Kenneth Bowman, Joyce Bowman, and William H. White (owners)** for a Zoning Map Amendment from Rural Suburban/Union Town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UNO) to Urban Residential One/Planned Development (UR-1/PD) for approximately 5.2 acres of the site, and to Union Commercial/Planned Development (UC/PD) for approximately 8.7 acres of the site, in conjunction with the annexation of real property into the City of Florence, all for 13.88 acres located at 8902 and 8908 US 42, Boone County, Kentucky. The request is for a zone change to allow commercial and office uses, and residential condominiums.

REMARKS:

We, the Committee Members were present at the Committee Meeting and voted on the above request or else were absent from voting. Further, based upon the vote, the Committee directs the Staff to draft the findings of fact and conditions if deemed necessary in order to complete the Committee Report.

ZONE CHANGE/CONCEPT PLAN COMMITTEE VOTE
March 17, 2004
Triangle Design/Bowman/White
8902 & 8908 U.S. 42

Susan Poston

Susan Poston, Chairwoman

For Project ✓ Absent ____
Against Project ____
Abstain ____ Deferred ____

R Barlow

Randy Barlow

For Project ✓ Absent ____
Against Project ____
Abstain ____ Deferred ____

Greg Breetz

For Project ____ Absent ✓
Against Project ____
Abstain ____ Deferred ____

Kim Bunger

For Project ____ Absent ✓
Against Project ____
Abstain ____ Deferred ____

Janet K Kegley

Janet Kegley

For Project ✓ Absent ____
Against Project ____
Abstain ____ Deferred ____

Charlie Reynolds

Charlie Reynolds (Alternate)*

For Project ✓ Absent ____
Against Project ____
Abstain ____ Deferred ____

TOTAL: ____DEFERRED 4 FOR PROJECT 2 ABSENT
____ AGAINST PROJECT ____ ABSTAIN

EXHIBIT "C"

We, William White, Louise White, Kenneth Bowman and Joyce Bowman as the property owners of the real estate referenced herein and the authorized representative from Triangle Design Group (applicant) hereby agree to the Special Conditions of approval placed on this project by the City of Florence, Kentucky as setforth below:

1. The hours of operation for the commercial businesses that locate within the development shall not be permitted to be open for business twenty four (24) hours a day. The hours of operation shall be consistent with other retail and restaurant hours of operation in the surrounding area.

2. The commercial parcel immediately adjacent to the rear of the residential properties on Northfield Drive, the proposed daycare center or any such future use, shall not have daily hours of operation past 10:00 p.m.

3. A pedestrian sidewalk system shall be constructed along the west or internal commercial side of the main boulevard type road in the development.

4. Buffer yard cross sections shall be submitted to the Boone County Planning Commission for review and approval during the improvement plan process for all portions of the proposed development property where it is adjacent to Farmview residential property. The review and approval shall evaluate lines of sight to determine the most effective method of buffering the development from the adjacent residential subdivision through the utilization of fencing, berming, and/or installation of trees.

5. Freestanding signs shall be limited to three monument style signs total along the U.S. 42 frontage (one overall development sign and two signs for specific businesses). The development sign shall be a maximum of ten (10) feet in height and a maximum of one hundred (100) square feet. The two monument style signs for specific businesses shall be a maximum of eight (8) feet in height and a maximum of seventy (70) square feet. Note, the height and size restrictions contained in this condition supercede the height and size restrictions contained in Boone County Planning Commission Number 8. However, all other restrictions relative to signage contained in Boone County Planning Commission Condition number 8 remain in effect.

William H. White

Date

Louise White

Date

Kenneth Bowman

5/17/04

Date

Joyce Bowman

5/19/04

Date

Triangle Design Group, Inc.

5/17/04

Date

Saved as: Triangleconditions

COPY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That WILLIAM H. WHITE AND STELLA LOUISE WHITE, husband and wife, whose mailing address is 1436 Afton Dr Florence, Ky 41042, for and in consideration of One ($1.00) Dollar and other valuable consideration, paid by the Grantee herein, the receipt of which is acknowledged, do bargain, sell, and convey to: TERRACE DEVELOPMENT COMPANY, LLC, a Kentucky limited liability company, its successors and assigns, the following described Real Estate, to-wit:

GROUP NO. 2038B
PROPERTY ADDRESS:
8908 U.S. 42, Florence, Kentucky 41042
GRANTEE MAILING ADDRESS:
40 West Pike Street, Covington, Kentucky 41011

Being on the northwest side of U.S. Route #42 about 3-1/2 miles south of the City of Florence, and lying northeast of Snow Hill #2 Subdivision as shown on Plat recorded in Plat Book 2, pages 12 and 13 of the Boone County Clerk's records at Burlington, Kentucky, and more particularly described as follows:

Beginning at a point in the northwest right-of-way line of U.S. Route #42 at the intersection of the Charles R. Bowman line; thence along said highway right-of-way line S. 50 degrees W. 150 feet to a point; thence at right angles to said highway N. 40 degrees W. 1213.60 feet to a point in the most northerly line of the old 73.48 acre Smith tract; thence with said line due east 195 feet, more or less, to the Charles R. Bowman line; thence S. 40 degrees E. 1088 feet, more or less, with the said Bowman tract, to the right-of-way line of U.S. Route #42 and the place of beginning, containing about 3.97 acres.

THERE IS EXCEPTED FROM THE ABOVE DESCRIBED PROPERTY THAT PROPERTY PREVIOUSLY CONVEYED TO THE COMMONWEALTH OF KENTUCKY IN HIGHWAY DEED BOOK 18, PAGE 159.

Being the same property conveyed to Grantors herein by Deed recorded in Deed Book 322, Page 241 of the Boone County Clerk's records at Burlington, Kentucky.

Together with all the PRIVILEGES AND APPURTENANCES to the same belonging. TO HAVE AND TO HOLD the same to the Grantee in the manner set forth above, the Grantors, their heirs and assigns, HEREBY COVENANTING with the Grantee, its successors and assigns, that the TITLE so conveyed is CLEAR, FREE AND UNENCUMBERED, and that they will WARRANT AND DEFEND the same against all legal claims whatsoever.

Grantors and Grantee certify, under oath, that the consideration reflected in this deed is the full consideration paid for the property and Grantee executes this deed for the sole purpose of making this certificate about the consideration.

IN WITNESS WHEREOF, this General Warranty Deed has been executed by the above named Grantors and Grantee this, the 2nd day of April, 2004.

Consideration: $355,000.00

GRANTORS:

WILLIAM H. WHITE

STELLA LOUISE WHITE

GRANTEE:

TERRACE DEVELOPMENT COMPANY, LLC

TRIANGLE DESIGN GROUP, INC.
MANAGER, by and through

Philip A. Drees, ~~Vice~~-President

MEMBERS:
Chaney Land Developers, LLC, Member

BY:
Adam Chaney, Member

Willicompany, LLC, Member

BY: _____
Dennis R. Williams, Member

Triangle Design Group, Inc., Member

BY: _____
Philip A. Drees, Vice-President

COMMONWEALTH OF KENTUCKY, COUNTY OF BOONE: SS

The foregoing was subscribed, sworn to and acknowledged before me this 2nd day of April, 2004 by WILLIAM H. WHITE AND STELLA LOUISE WHITE, husband and wife.

My Commission expires:

7-22-07

_____
Notary Public

COMMONWEALTH OF KENTUCKY, COUNTY OF BOONE: SS

The foregoing was subscribed, sworn to and acknowledged before me this 2nd day of April, 2004 by UNION TERRACE DEVELOPMENT COMPANY, LLC, a Kentucky Limited Liability Company, TRIANGLE DESIGN GROUP, INC., Manager, by and through Philip A. Drees, Vice President, Chaney Land Developers, LLC, Member, by and through Adam Chaney, Member, Willicompany, LLC. Member, by and through Dennis R. Williams and Triangle Design Group, Inc., Member, by and through Philip A. Drees, Vice-President.

My Commission expires:

7-22-07

_____
Notary Public

This instrument prepared by:

ARNZEN, WENTZ, MOLLOY, LABER & STORM, P.S.C.

By: _____
Jeffrey C. Arnzen
600 Greenup Street
Covington, Kentucky 41011
(859) 431-6100

EXHIBIT "B"

TRIANGLE DESIGN GROUP/TERRACE DEVELOPMENT COMPANY LLC

CITY OF FLORENCE CONDITIONS OF APPROVAL

On April 2, 2004, William H. White and Stella Louise White, husband and wife, sold property located at 8908 U.S. 42 to the **Terrace Development Company, LLC, a Kentucky limited liability company.** The Terrace Development Company, LLC, in association with the Triangle Design Group, hereby agree to the additional conditions of approval setforth in Exhibit "B" of the City of Florence, Kentucky Planning and Zoning Committee Report.

Terrace Development Company, LLC

Triangle Design Group, Inc.
Manager, by and through

Philip Drees, President

Members:

Chaney Land Developers, LLC, Member

BY:
Adam Chaney, Member

Willicompany, LLC, Member

BY:
Dennis R. Williams, Member

Triangle Design Group, Inc., Member

BY:
Philip A. Drees, President

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. [X] FHA 2. [ ] FmHA 3. [ ] Conv. Unins. 4. [ ] VA 5. [ ] Conv. Ins.

6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
FSC-04-0263		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER: TERRACE DEVELOPMENT COMPANY, LLC

E. NAME AND ADDRESS OF SELLER: WILLIAM H. WHITE AND STELLA LOUISE WHITE

F. NAME AND ADDRESS OF LENDER: FIRST SECURITY TRUST BANK, FSB
7135 HOUSTON ROAD
FLORENCE, KENTUCKY 41042

G. PROPERTY LOCATION: 8908 US. 42
FLORENCE, KENTUCKY 41042

H. SETTLEMENT AGENT: ARNZEN WENTZ MOLLOY LABER & STORM, PSC
600 GREENUP STREET COVINGTON, KENTUCKY 41011 (859) 431-6100

PLACE OF SETTLEMENT: 600 GREENUP STREET
COVINGTON, KENTUCKY 41011

I. SETTLEMENT DATE: 04/02/04 611396650

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	355,000.00	401. Contract sales price	355,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (from line 1400)	48.00	403.	
104.		404.	
105.		405.	
ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:		ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER: ▶	355,048.00	420. GROSS AMOUNT DUE TO SELLER: ▶	355,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	15,000.00	501. Excess deposit (see instructions)	15,000.00
202. Principal amount of new loan(s)	340,000.00	502. Settlement charges to seller (line 1400)	2,220.88
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	160,977.57
205.		505. Payoff of second mortgage loan	
206.		506. ABOVE PAYOFF ESTIMATED	
207.		507.	
208.		508.	
209.		509.	
ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:		ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/04 to 04/02/04	322.54	511. County taxes 01/01/04 to 04/02/04	322.54
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER: ▶	355,322.54	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER: ▶	178,520.99
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower (line 120)	355,048.00	601. Gross amount due to seller (line 420)	355,000.00
302. Less amount paid by/for borrower (line 220)	(355,322.54	602. Less total reductions in amount due seller (line 520)	(178,520.99)
303. CASH [ ] FROM [X] TO BORROWER: ▶	274.54	603. CASH [X] TO [ ] FROM SELLER: ▶	176,479.01

OMB No. 2502-0265

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES / BROKER'S COMMISSION: BASED ON PRICE $ 355,000.00 @ %=		
	to		
	DIVISION OF COMMISSION (LINE 700) AS FOLLOWS:		
701.	$ to		
702.	$ to		
703.	Commission paid at settlement		
704.	Other agent charges to		
800.	**ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801.	Loan origination fee %		
802.	Loan discount %		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
900.	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901.	Interest from 04/02/04 to 04/30/04 @ $ /day		
902.	Mortgage insurance premium for mos. to		
903.	Hazard insurance premium for yrs. to		
904.	*Flood Insurance Premium for* yrs. to		
905.			
1000.	**RESERVES DEPOSITED WITH LENDER**		
1001.	Hazard Insurance months @ $ per month		
1002.	Mortgage Insurance months @ $ per month		
1003.	City property taxes months @ $ per month		
1004.	County property taxes months @ $ per month		
1005.	Annual assessments months @ $ per month		
1006.	*Flood Insurance* months @ $ per month		
1007.	months @ $ per month		
1008.	Aggregate Adjustment per month		
1100.	**TITLE CHARGES:**		
1101.	Settlement or closing fee to		
1102.	Abstract or title search to		
1103.	Title examination to		
1104.	Title insurance binder to		
1105.	Document preparation to		
1106.	Notary fees to		
1107.	Attorneys' fees to		
	(includes above items Numbers:		
1108.	Title Insurance to		
	(includes above items Numbers:		
1109.	Lender's coverage $		
1110.	Owner's coverage $		
1111.	NO TITLE INSURANCE		
1112.			
1113.			
1200.	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201.	Recording fees: Deed $ 14.00 ; Mortgage $ 34.00 ; Releases $	48.00	
1202.	City/county tax / stamps: Deed $ 355.00 ; Mortgage $		
1203.	State tax / stamps Deed $; Mortgage $		355.00
1204.			
1205.			
1300.	**ADDITIONAL SETTLEMENT CHARGES**		
1301.	Survey		
1302.	Pest Inspection		
1303.	2003 COUNTY TAXES-EST BOONE COUNTY CLERK		1,865.88
1304.			
1305.			
1306.			
1307.			
1400.	**TOTAL SETTLEMENT CHARGES** *(Enter on line 103, Section J-and-line 502, Section K)* ▶	48.00	2,220.88

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: TERRACE DEVELOPMENTCOMPANY, LLC Date: 04/02/04 Seller: WILLIAM H. WHITE Date: 04/02/04

Borrower: _____ Date: _____ Seller: STELLA LOUISE WHITE Date: 04/02/04

Borrower: _____ Date: _____ Seller: _____ Date: _____

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

_____ Date: 04/02/04 Settlement Agent: ARNZEN WENTZ MOLLOY LABER & STORM, PSC Date: 04/02/04

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

OPERATING AGREEMENT

OF

TERRACE DEVELOPMENT COMPANY, LLC

A KENTUCKY LIMITED LIABILITY COMPANY

EFFECTIVE AS OF MARCH 23, 2004

NOTE: THE SALE OR TRANSFER OF INTERESTS IN THIS LIMITED LIABILITY COMPANY IS SUBJECT TO THE RESTRICTIONS SET FORTH IN ARTICLE X OF THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT.

This Operating Agreement is made and entered into as of March 23, 2004, by and between the Members and the Company, whose signatures appear on the signature page hereof.

RECITALS:

WHEREAS, the Members entered into an Agreement to Form a Limited Liability Company dated March 23, 2004 which contained terms and conditions of their membership in this Company, including this Operating Agreement; and

WHEREAS, the Articles of Organization for Terrace Development Company, LLC, were filed with the Secretary of State of Kentucky on March 23, 2004.

The Members agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein);

(a) "Act" shall mean the Kentucky Limited Liability Company Act at KRS Chapter 275.

(b) "Articles of Organization" shall mean the Articles of Organization of Terrace Development Company, LLC, as filed with the Secretary of State of Kentucky as the same may be amended from time to time.

(c) "Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VIII.

(d) "Capital Contribution" shall mean any contribution to the capital of the Company in cash, property or services by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement.

(e) "Capital Interest" shall mean the proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time.

(f) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws and the Treasury Regulations

promulgated thereunder.

(g) "Company" shall refer to Terrace Development Company, LLC.

(h) "Deficit Capital Account" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account determined in accordance with Generally Accepted Accounting Principals and the Code.

(i) "Depreciation" means, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such fiscal year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager(s).

(j) "Distributable Cash" means all cash, revenues and funds received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary to the proper operation of the Company's business.

(k) "Economic Interest" shall mean a Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

(l) "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

(m) "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

(n) "Event of Disassociation" shall mean the bankruptcy or dissolution of a member; any event which causes transfer or assignment of Membership Interests of a Member or

the assignment by a Member of such Member's Interest following which the assignee of such interest becomes a Member pursuant to Section 10.4.

(o) "**Fiscal Year**" shall mean the Company's fiscal year, which shall be January 1 to December 31.

(p) "**Former Member**" shall mean a member who is deceased or whose actions, conduct or status has resulted in an Event of Disassociation, and therefore such Person is no longer a Member.

(q) "**Generally Accepted Accounting Principals (GAAP)**" The broad and specific guidelines, conventions, rules and procedures defined to be acceptable accounting principals as promulgated and revised from time to time by the Financial Accounting Standards Board.

(r) "**Gross Asset Value**" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Manager(s), provided that the initial Gross Asset Values of the assets contributed to the Company pursuant to Section 8.1 hereof shall be hereof shall be maintained by the Company's accountant, and provided further that, if the contributing Member is a Manager, the determination of the fair market value of any other contributed asset shall require the consent of the other Members owning a Majority Interest (determined without regard to the Capital Account of such contributing Member);

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager(s) as of the following times: (a) the acquisition of an additional interest by any new or existing Member in exchange for more than a de minimis contribution of property (including money); (b) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Membership Interest or Economic Interest; and (c) the liquidation of the Company within the meaning of the Code: provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Manager(s) reasonably determine(s) in accordance with GAAP that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Manager(s), provided

that, if the distributee is a Manager, the determination of the fair market value of the distributed asset shall require the consent of the other Members owning a Majority Interest (determined without regard to the Capital Account of the distributee Member); and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to GAAP and the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to the Code; provided, however, that Gross Asset Values shall not be adjusted pursuant to this definition to the extent the Manager(s) determine(s) that an adjustment pursuant to subparagraph (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii) or (iv) of this definition, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

(s) "**Majority Interest**" shall mean one or more Membership Interests of Members which taken together equal 75% of the aggregate of all Membership Interests.

(t) "**Majority in Interest**" shall mean a Majority Interest and more than 50% in number of the Members.

(u) "**Manager**" shall mean one or more managers. Specifically, "Manager" shall mean **Triangle Design Group, Inc.**, or any other person(s) or equity(ies) that succeed it in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine, feminine or neuter reference, as the case may be.

(v) "**Member**" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become a Member. To the extent a Manager has purchased Membership Interests in the Company, he will have all the rights of a Member with respect to such Membership Interests, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interests in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(w) "**Membership Interest**" shall mean a Member's entire interest, quantified

in Units, in the Company including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member, as identified in Article IV and as changed from time to time by the unanimous vote of the members.

(x) "Net Profits" and "Net Losses" shall mean for each taxable year of the Company an amount equal to the Company's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items) in accordance with GAAP and the Code.

(y) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(z) "Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(aa) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(bb) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

(cc) "Unit" shall mean the basic standard of quantity of measure of Member's Membership Interest in the Company.

ARTICLE II

FORMATION OF COMPANY

2.1 Formation. On March 23, 2004, the Company was organized as a Kentucky Limited Liability Company by the execution and deliverance of Articles of Organization to the Kentucky Secretary of State in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Terrace Development Company, LLC.

2.3 Principal Place of Business. The principal place of business of the Company within the State of Kentucky shall be 40 W. Pike Street, Covington, Kentucky 41011. The Company may locate its places of business and registered office at any other place or places as the Manager or Managers may from time to time deem advisable.

2.4 **Registered Office and Registered Agent.** The Company's initial registered office shall be at the office of its registered agent at **40 W. Pike Street, Covington, Kentucky 41011** and the name of its initial registered agent at such address shall be **Dennis R. Williams.** The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Kentucky Secretary of State pursuant to the Act.

2.5 **Duration.** The Company shall commence as of the date of filing of the Articles of Organization and shall continue until dissolution in accordance with either the provisions of Article XII of this Operating Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

3.1 **Permitted Businesses.** The business of the Company shall be:

(a) To acquire, own, operate, manage, repair, lease, sell and otherwise deal with real estate and its development, specifically the development of the Terrace Development;

(b) To accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets;

(c) To exercise all other powers necessary to, or reasonably connected with, the Company's business which may be legally exercised by limited liability companies under the Act; and

(d) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE IV

NAMES, ADDRESSES AND MEMBERSHIP INTERESTS OF MEMBERS

The names, addresses and respective Membership Interests (in Units) of the Members are as follows:

NAME	MEMBERSHIP ADDRESS	INTEREST (IN UNITS)
Triangle Designs Group, Inc.	495 Erlanger Road Suite 201 Erlanger, Kentucky 41018	50
Chaney Land Developers, LLC	8100 Camp Ernst Road Burlington, KY 41005	25
WilliCompany, LLC	40 W. Pike St. Covington, KY 41011	25

All changes to this Article IV shall be set forth in attached Exhibit 4.1.

ARTICLE V

MANAGEMENT OF THE COMPANY

5.1 Management. The business and affairs of the Company shall be managed by its Manager. The Manager shall direct, manage and control the business of the Company to the best of his ability. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of applicable law, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Manager, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement or the Act.

5.2 Number, Tenure and Qualifications. The Company shall initially have one (1) Manager, as set out in Article I(t). The number of Managers of the Company may be changed from time to time by the affirmative vote of the Members holding a Majority Interest, but in no instance shall there be less than one Manager. The Manager shall hold office until the next annual meeting of Members or until his successor shall have been elected and qualified. The Manager shall be elected annually by the affirmative vote of the Members holding a Majority Interest. In the event that no person receives the affirmative vote of the Members holding a Majority Interest, the Manager most recently elected or appointed by this Agreement shall serve as Manager for an additional term, and shall so continue to serve as Manager unless and until a

successor Manager(s) is/are elected by said affirmative vote of the Members holding a Majority Interest. Managers need not be residents of the State of Kentucky or Members of the Company.

5.3 **Certain Powers of Manager.**

(a) Without limiting the generality of Section 5.1, the Manager, shall, subject to the restrictions contained in Section 5.4, have power and authority, on behalf of the Company:

(i) To acquire property from any Person as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person;

(ii) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Manager or Members in amounts not to exceed Ten Thousand and No/100 Dollars ($10,000.00) without the written consent of the Members, on such terms as the Manager deems appropriate, subject to the provisions of Section 13.17 of this Agreement and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager;

(iii) To purchase liability and other insurance to protect the Company's property and business;

(iv) To hold and own any Company real and personal properties in the name of the Company;

(v) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(vi) Upon the prior unanimous written consent of the Members, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound, provided, however, that the prior written consent of the Members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business;

(vii) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company;

(viii) To employ accountants, legal counsel, managing agents, management companies or other experts to perform services for the Company and to compensate them from Company funds;

(ix) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve; and

(x) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Operating Agreement or by a Manager or Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.4 Restrictions on Authority of the Manager(s).

(a) The Manager shall not have the authority to, and covenants and agrees that he shall not, do any of the following acts without the consent of a Majority Interest of the Members:

(i) Cause or permit the Company to engage in any activity that is not consistent with the purposes of the Company as set forth in Section 3.1 hereof;

(ii) Knowingly do any act in contravention of this Operating Agreement;

(iii) Knowingly do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Operating Agreement;

(iv) Possess property, or assign rights in specific property, for other than a Company purpose;

(v) Knowingly perform any act that would cause the Company to conduct business in a state which has neither enacted legislation which permits limited liability companies to organize in such state nor permits the Company to register to do business in such state as a foreign limited liability company;

(vi) Cause the Company to voluntarily take any action that would cause a bankruptcy of the Company;

(vii) Cause the Company to acquire any equity or debt securities of any Member or any of its Affiliates, or otherwise make loans to any Member or any of its Affiliates;

(viii) Cause a significant change in the nature of the Company's business;

(ix) Cause the Company to admit any additional Members other than pursuant to Article XI hereof;

5.5 **Standard of Care.** The Manager shall perform itsduties as Manager in good faith, in a manner it reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties as Manager shall not have any liability by reason of being or having been a Manager of the Company. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, breach of this Agreement or a wrongful taking by the Manager. In performing his duties, a Manager shall be entitled to rely upon such information, opinions, reports, or statements, including financial statements or other financial data, presented or prepared by (1) any of the Company's other Managers or employees who such Manager reasonably believes are reliable and competent in the matters prepared or presented, or (2) any other Person, including without limitation lawyers or accountants, as to matters which such Manager reasonably believes are within such Person's professional or expert competence.

5.6 **Limitation of Liability.** A Manager shall not be personally liable to the Company in monetary damages for breach of a duty to the Company unless is proved by clear and convincing evidence in a court of competent jurisdiction that its, his or her action or failure to act (1) was not in good faith, (2) was undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company, (3) resulted in an improper personal benefit to such Manager or any of its, his or her Affiliates at the expense of the Company, (4) constituted fraud or deceit, or (5) was a knowing violation of law.

5.7 **Indemnification.** (a) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, (other than an action by or in the right of the Company) by reason of the fact that he or she is or was a Member, Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, trustee, manager, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by it, him or her in connection with such action, suit or proceeding if it, he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which it, he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that it, he or she is or was a Member, Manager, partner, employee or agent of the Company, or is or was serving at the request of the Company as a director, partner, trustee, member, manager, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by it, him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner it, he or she reasonably believed to be in or not opposed to the best interests of the Company,.

(c) Expenses (including attorneys' fees) incurred by a Member, Manager in defending any civil, criminal, administrative, or investigative action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member, Manager to repay such amount if it shall ultimately be determined that it he or she is not entitled to be indemnified by the Company as authorized in this Section. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Members deem appropriate.

(d) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Section 5.7 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, agreement, vote of Members, Managers, or otherwise, both as to action in its, his or her official capacity and as to action in another capacity while holding such office.

(e) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Member, Manager, employee or agent of the Company, or is or was serving at the request of the Company as a director, trustee, Member, manager, partner, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise against any liability asserted against it, him or her and incurred by it, him or her in any such capacity, or arising out of its, his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this section.

(f) For purposes of this Section, references to "the Company" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger with the Company which, if its separate existence had continued, would have had power and authority to indemnify its directors, trustees, partners, managers and employees or agents so that any person who is or was a director, partner, trustee, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, trustee, partner, manager, employee or agent of another corporation, partnership, limited liability company joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 5.6 with respect to the resulting or surviving entity as he or she would have with respect to such constituent entity if its separate existence had continued.

(g) For purposes of this Section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a Member, Manager, employee or agent of the Company which imposes duties on, or involves services by, such Member, Manager, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Section 5.7.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 5.7 shall continue as to a Person who has ceased to be a Member, Manager, director, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

5.8 **Managers and Members Have No Exclusive Duty to Company**. The Manager shall not be required to manage the Company as its, his or her sole and exclusive function and he or she (and any Manager or Member) may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or Member or to the income or proceeds derived

therefrom. No Manager nor any Member shall incur any liability to the Company or to any of the Members as a result of engaging in any other business or venture.

5.9 **Bank Accounts**. The Manager may from time to time open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless the Manager(s) determines otherwise.

5.10 **Resignation**. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.11 **Removal**. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of the Members holding a Majority Interest. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.12 **Vacancies**. Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of a majority of the remaining Managers then in office, provided that if there are no remaining Managers, the vacancy(ies) shall be filled by the affirmative vote of Members holding a Majority Interest. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of a majority of the Managers then in office or by an election at an annual meeting or at a special meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successor shall be elected and shall qualify, or until his earlier death, resignation or removal.

5.13 **Compensation**. The compensation of the Manager shall be fixed from time to time by the affirmative vote of the Members holding a Majority Interest, and no Manager shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

5.14 **Right to Rely on the Manager(s)**.

a) Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:

(i) The identity of any Manager or any Member;

(ii) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by any Manager or which are in any other manner germane to the affairs of the Company;

(iii) The Persons who are authorized to execute and deliver any instrument or document of the Company; or

(iv) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 **Limitation of Liability.** Each Member's liability shall be limited as set forth in this Operating Agreement, the Act and other applicable law.

6.2 **Company Debt Liability.** A Member will not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions except as provided in Section 6.6 herein or as otherwise required by law.

6.3 **List of Members.** Upon written request of any Member, the Manager shall provide a list showing the names, addresses and Membership Interests and Economic Interests of all Members and Economic Interest Owners.

6.4 **Company Books.** In accordance with Section 9.9 herein, the Managers shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member and Economic Interest Owner shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's and Economic Interest Owner's expense.

6.5 **Priority and Return of Capital.** Except as may be expressly provided in Article IX, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

6.6 **Liability of a Member to the Company.**

A Member who receives the return in whole or in part of its contribution or any other distribution is liable to the Company only to the extent now or hereafter provided by the Act.

ARTICLE VII

MEETINGS OF MEMBERS

7.1 **Annual Meeting.** The Members of the Company shall meet annually. The annual meeting of the Members shall be held at such time as shall be determined by resolution of the Managers, commencing with the year 2005, for the purpose of the transaction of such business as may come before the meeting.

7.2 **Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager or by any Member or Members holding at least 10% of the Capital Interests.

7.3 **Place of Meetings.** The Members may designate any place, either within or outside the State of Kentucky, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of Kentucky.

7.4 **Notice of Meetings.** Except as provided in Section 7.5, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at its address as it appears on the books of the Company, with postage thereon prepaid.

7.5 **Meeting of all Members.** If all of the Members shall meet at any time and place, either within or outside of the State of Kentucky, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.6 **Record Date.** For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any

adjournment thereof.

7.7 **Quorum.** Members holding a Majority Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Membership Interests whose absence would cause less than a quorum.

7.8 **Manner of Acting.** If a quorum is present, the affirmative vote of the Members holding a Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Articles of Organization, or by this Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Capital Interest, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

7.9 **Proxies.** At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

7.10 **Action by Members Without a Meeting.** Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

7.11 **Waiver of Notice.** When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 **Members' Capital Contributions.** Each Member has contributed such amounts as set forth in the books and records of the Company as maintained by the Company's accountant and as required by the terms and conditions of the Agreement to form a Limited Liability Company, an executed copy of which is attached hereto as Exhibit 8.1.

8.2 **Additional Contributions.** Except as set forth in Section 8.1, no Member shall be required to make any Capital Contributions. To the extent approved by the Manager, from time to time, the Members may be permitted to make additional Capital Contributions if and to the extent they so desire, and if the Manager determines that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification), such determination to be based upon a bona fide business purpose and shall be made in good faith. In such event, the Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their interests and their respective Membership Interests shall increase as determined by the Manager.

8.3 **Capital Accounts.**

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased or decreased as required pursuant to GAAP and Subchapter K of the Code for allocation and of Net Profits and Net Losses made to each such Capital Account.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Subchapter K of the Code.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Subchapter K of the Code and provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

(d) Upon liquidation of the Company (or any Member's Membership Interest or Economic Interest or Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid in accordance with Section 12.3(b). The Company may offset damages for breach of this

Operating Agreement by a Member or Economic Interest Owner whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Except as otherwise required in the Act (and subject to Section 8.1 and 8.2), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account.

8.4 **Withdrawal or Reduction of Members' Contributions to Capital.**

(a) A Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 **Allocations of Profits and Losses from Operations.** The Net Profits and Net Losses of the Company for each fiscal year will be allocated in accordance with each Members' Membership Interest. Not withstanding the previous sentence, if there are special allocations of net Profits and Net Losses of the Company for each fiscal year such Net Profits and Net Losses shall be allocated in accordance with GAAP and Subchapter K of the Code.

9.2 **Special Allocations to Capital Accounts and Certain Other Income Tax Allocations.** Notwithstanding Section 9.1 hereof, special allocations to Capital Accounts and certain other income tax allocations shall be allocated to each Member in accordance with Subchapter K of the code and GAAP.

9.3 **Distributions.** Except as required by Section 8.3, all distributions of Distributable Cash shall be made to the Members in accordance with their Membership Interest.

9.4 **Limitation On Distributions.** No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company, valued at fair market value, are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

9.5 **Accounting Principles.** The profits and losses of the Company shall be determined in accordance with GAAP applied on a consistent basis. It is intended that the

Company will elect those accounting methods which provide the Company with the greatest tax benefits.

9.6 **Interest On and Return of Capital Contributions.** No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

9.7 **Loans to Company.** Nothing in this Operating Agreement shall prevent any Member or Manager from making secured or unsecured loans to the Company by agreement with the Company.

9.8 **Accounting Period.** The Company's accounting period shall be January 1 to December 31.

9.9 **Records, Audits and Reports.** At the expense of the Company, the Manager shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known business, residence, or mailing address of each Member, Economic Interest Owner, Manager and Officer, both past and present;

(b) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the four most recent years;

(d) Copies of the Company's currently effective written Operating Agreement and copies of any writings required with respect to the Members contributions, obligations to make additional contributions, and rights to distributions.

(e) Copies of any financial statements of the Company for the three most recent years;

(f) Minutes of every annual, special meeting and court-ordered meeting;

(g) Any written consents obtained from Members for actions taken by Members without a meeting.

9.10 **Returns and Other Elections.** The Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all

other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

All elections permitted to be made by the Company under federal or state laws shall be made by the Manager in his sole discretion, provided that the Manager shall make any tax election requested by Member owning a Majority Interest.

ARTICLE X

TRANSFERABILITY

10.1 **General**. Except as otherwise specifically provided herein neither a Member nor an Economic Interest Owner shall have the right to:

(a) sell, assign, transfer, exchange or otherwise transfer for consideration, (collectively, "sell" or "sale");

(b) gift, bequeath or otherwise transfer for no consideration whether or not by operation of law, (collectively "gift"), all or any part of its Membership Interest or Economic Interest, except with the consent of Majority Interest of the Members. Each Member and Economic Interest Owner hereby acknowledges the reasonableness of the restrictions on sale and gift of Membership Interests and Economic Interests imposed by this Operating Agreement in view of the Company purposes and the relationship of the Members and Economic Interest Owners. Accordingly, the restrictions on sale and gift contained herein shall be specifically enforceable. In the event that any Member or Economic Interest Owner pledges or otherwise encumbers any of its Membership Interest or Economic Interest as security for repayment of a liability, any such pledge or hypothecation shall be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all the terms and conditions of this Article X.

10.2 **Buy-Out of Former Members.**

(a) Upon the occurrence of an Event of Disassociation and the consent of a Majority Interests of the Members other than the Former Member to continue the Company, the Company shall purchase the Membership Interest of such Former Member within 120 days after the Event of Disassociation upon the terms and conditions set forth in this Agreement, unless such an Event of Disassociation be the assignment of a Member's Membership Interest's consented to by a Majority Interests of the other Members as provided herein.

(b) The purchase price of the Membership Interests to be sold hereunder shall be an amount equal to the "fair market value" of the Company minus any debt, multiplied by the percentage to which the Membership Interest to be sold hereunder bear to the total Membership

Interests in the Company. If no agreement can be reached on the fair market value, an appraisal shall be performed by an appraiser selected by agreement of the Members and the Former Member or his representative, within 30 days following the event which requires the appraisal. Cost of this appraisal will be paid by the Former Member or his representative. If the Members and the Former Member are unable or do not agree as to an appraiser or with the fair market value as determined by the selected appraiser, then within 20 days of written notice by either party of an impass, each shall select an appraiser (at their own cost) and the fair market value shall be the average of the two appraisals. Any appraiser selected to determine the fair market value of the company shall have an MAI designation.

(c) The amount to be paid to such Former Member or the estate thereof for purposes of Paragraph 10.2(a) shall be paid in cash within 120 days after occurrence of Event of Disassociation.

10.3 **Restrictions on Transfer and Assignment of a Member's Interest.** No Member shall be entitled to assign, convey, sell, transfer, pledge, encumber or in any way alienate all or any part of his Membership Interest, unless it is to a Permitted Assignee except with the prior written consent of Majority Interest of the other Members, which consent may be given or withheld, conditioned or delayed as the Majority Interest of the Members may determine in their sole discretion.

10.4 **Restriction on Withdrawal.** No Member shall have the right or power to voluntarily withdraw from and cease to be a Member in the Company, in any manner whatsoever except with the prior written consent of the other Members holding a Majority Interest, which consent may be given or withheld, conditioned or delayed as the other Members may determine in their sole discretion. Any purported voluntary withdrawal in violation of this Agreement shall be void and ineffectual and shall not operate as a voluntary withdrawal from and cessation of Membership in the Company.

10.5 **Assignee as Member.** Notwithstanding anything contained herein to the contrary, no assignee of all or any part of the Membership Interests of an Member shall become a Member unless (i) the assignor has stated such intention in the instrument of assignment, and (ii) all of the other Members have consented to the addition of such Member. If an assignee is not admitted as a Member, such assignee shall only have such rights as are assigned to it in the Distributions and Allocations to which the assignor would have been entitled. No assignment of Membership Interests, whether or not such assignee is to be admitted as a Member, shall be effected, unless the assignee has executed an instrument satisfactory in form and substance to the other Members, whereby such assignee accepts and agrees to be bound by all of the terms and provisions of this Agreement. At the time of assignment of any Membership Interests, the Company may require the payment of any sum to reimburse it or advance it funds for the payment of any reasonable expenses, including attorney fees, in connection with such assignment.

10.6 **Prohibition of Transfers Causing Termination.** Notwithstanding anything to the contrary in this Agreement, no Member shall, without the consent of a Majority Interest of the other Members, transfer all or any part of the Member's Membership Interests if the Membership Interests sought to be transferred, when added to the total of all other Membership Interests in the Company transferred within the twelve (12) consecutive months prior thereto, would result in the termination of the Company under Section 708 of the Internal Revenue Code (or any successor statute).

10.7 **Effect of Transfer.**

(a) Any transfer of all or any portion of a Member's Membership Interests in the Company consented to hereunder by the other Members shall take effect on the first day of the month following receipt by said Member of written consent to the transfer. Any transferee of Membership Interests in the Company shall take subject to the restrictions on transfer imposed by this Agreement.

(b) Upon any attempted transfer of a Member's Membership Interests in the Company in violation of this Agreement, the purported transferee shall not be entitled to vote on matters coming before the Members, to participate in the management of the business and affairs of the Company, to become a Member, to act as an agent of the Company, to receive any share of profits or other compensation by way of income and the return contributions to which the transferor of such Membership Interests in the Company would otherwise be entitled, or have any other rights in or with respect to the Membership Interests.

ARTICLE XI

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to all Members of the Company may become a Member in this Company either by the issuance by the Company of Membership Interests for such consideration as the Members by the unanimous vote of the Members shall determine, or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at his option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Subchapter K of the Code.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 **Dissolution.**

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written agreement of all Members; or

(ii) upon the occurance of an Event of Disassociation (a "Withdrawal Event"), unless the business of the Company is continued by the consent of a Majority in Interest of the Remaining Members within 90 days after the Withdrawal Event and there are at least two remaining Members.

(b) As soon as possible following the occurrence of any of the events specified in this Section 12.1 effecting the dissolution of the Company, the appropriate representative of the Company shall execute a certificate of dissolution in such form as shall be prescribed by the Secretary of State that includes the name of the Company and the effective date of its dissolution, and file same with the Secretary of State's office.

(c) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator, or other legal representative ("Successor") may exercise all of the Member's rights for the purpose of settling his estate or administering his property, provided, however, that for purposes of Section 10.3, Article XI and Section 12.1(a)(ii), the Successor shall not be considered a Member and shall have no right to vote, approve or consent to any matter pursuant to such provisions.

(d) Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily resign or take any other voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by Members owning a Majority Interest, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Resigning Member, shall be entitled to receive only those distributions to which such Resigning Member would have been entitled had such Resigning Member remained a Member (and only at such times as such distribution would have been made had such Resigning Member remained a Member). Except as otherwise expressly provided herein, a Resigning Member shall become an Economic Interest Owner. Damages for breach of this Section 12.1(e) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

12.2 **Effect of Filing of Certificate of Dissolution.** Upon the filing by the Secretary of State of a certificate of dissolution, the Company shall continue its existence until the winding up of its affairs is completed.

12.3 **Winding Up, Liquidation and Distribution of Assets.**

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager(s) shall immediately proceed to wind up the affairs of the Company, unless the remaining Members, by an affirmative vote of the remaining Members holding at least three-quarters of the Membership Interests, direct the managers to continue the business of the Company for a period in order to maximize its value as a going concern for eventual sale.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager(s) shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager(s) may determine to distribute any assets to the Members in kind),

(ii) Allocate any Net Profit or Net Loss resulting from such sales to the Members' and Economic Interest Owners' Capital Accounts in accordance with Article IX hereof,

(iii) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are also creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for distributions and the return of capital, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such Reserves shall be deemed to be an expense of the Company),

(iv) Distribute the remaining assets in the following order:

(1) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of

Article IX and Section 8.3 of this Operating Agreement to reflect such deemed sale.

(2) The positive balance (if any) of each Member's and Economic Interest Owners's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Manager(s), with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Subchapter K of the Code.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Subchapter K of the Code of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.4 **Return of Contribution Nonrecourse to Other Members.** Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

13.2 **Books of Account and Records.** Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.9. The books and records shall be at all times be maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Members Economic Interest Owner's or their duly authorized representatives during reasonable business hours.

13.3 **Application of Kentucky Law.** This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Kentucky, and specifically the Limited Liability Companies Act.

13.4 **Waiver of Action for Partition.** Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.5 **Amendments.** This Operating Agreement may not be amended except by the unanimous written agreement of all of the Members.

13.6 **Execution of Additional Instruments.** Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

13.7 **Construction.** Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 **Headings and Pronouns.** The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof. All pronouns and only variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the identity of the Person or Persons may require.

13.9 **Waivers.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.10 **Rights and Remedies Cumulative.** The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.11 **Severability.** If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application there of shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 **Creditors.** None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.14 **Counterparts.** This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13.15 **Rule Against Perpetuities.** The parties hereto intend that the Rule Against Perpetuities (and any similar rule of law) not be applicable to any provisions of this Operating Agreement. However, notwithstanding anything to the contrary in this Operating Agreement, if any provision in this Operating Agreement would be invalid or unenforceable because of the Rule Against Perpetuities or any similar rule of law but for this Section 13.15, the parties hereto hereby agree that any future interest which is created pursuant to said provision shall cease if it is not vested within twenty-one years after the death of the survivor of the group composed of (all who are currently Members) and their issue who are living on the date of this Operating Agreement and their issue, if any, who are living on the effective date of this Operating Agreement.

13.16 **Investment Representations.** The undersigned Members and Economic Interest Owners, if any, understand (1) that the Membership Interests and Economic Interests evidenced by this Operating Agreement have not been registered under the Securities Act of 1933, Kentucky securities laws or any other state securities laws (the "Securities Acts") because the Company is issuing these Membership Interests and Economic Interests in reliance upon the exemptions from the registrations requirements of the Securities Acts providing for issuance of securities not involving a public offering, (2) that the Company has relied upon the fact that the Membership Interests and Economic Interests are to be held by each Member for investment, and (3) that exemption from registrations under the Securities Acts would not be available if the Membership Interests and Economic Interests were acquired by a Member with a view to distribution.

Accordingly, each Member and Economic Interest Owner hereby confirms to the Company that such Member and Economic Interest Owner is acquiring the Membership Interests and Economic Interests for such own Member's and Economic Interest Owner's account, for investment and not with a view to the resale or distribution thereof. Each Member and Economic Interest Owner agrees not to transfer, sell or offer for sale any of portion of the Membership Interests or Economic Interests unless there is an effective registration or other qualification relating thereto under the Securities Act of 1933 and under any applicable state securities laws or unless the holder of Membership Interests or Economic Interests delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Act and applicable state securities laws is not required in connection with such transfer, offer or sale. Each Member and Economic Interest Owner understands that the Company is under no obligation to register the Membership Interests or Economic Interests or to assist such Member or Economic Interest Owner in complying with any exemption from registration under the Acts if such Member or Economic Interest Owner should at a later date, wish to dispose of the Membership Interest or Economic Interest. Furthermore, each Member realizes that the Membership Interests and Economic Interests are unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "affiliate" of the Company and the Membership Interest or Economic Interest has been beneficially owned and fully paid for by such Member or Economic Interest Owner for at least three years.

Prior to acquiring the Membership Interests and Economic Interests, each Member and Economic Interest Owner has made an investigation of the Company and its business and have had made available to each such Member and Economic Interest Owner all information with respect thereto which such Member needed to make an informed decision to acquire the Membership Interest or Economic Interest. Each Member and Economic Interest Owner considers herself, himself or itself to be a person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's or Economic Interest Owner's investment in the Membership Interest or Economic Interest.

13.17 **Certain Transactions.** (a) The Company may enter into a contract, action, or transaction between the Company and one or more of its Members, or Manager or their spouse or any lineal descendant (including adoptive children) or between the Company and any other Person in which one or more of its Members, or Managers or their spouse or any lineal descendant (including adoptive children) are directors, trustees, managers or officers, or have a financial or personal interest, only if either of the following apply:

(i) The material facts as to his, her or their relationship or interest and as to the contract, action, or transaction are disclosed or are known to the Members and Members authorize the contract, action, or transaction by the affirmative vote of a majority of the disinterested Members, even though the disinterested Members constitute less than a quorum of the Members; or

(ii) The contract, action, or transaction is on terms no less favorable than those which could be obtained in an arm's-length transaction with a Person who is not an affiliate of the Company.

(b) Interested Members may be counted in determining the presence of a quorum at a meeting of the Members that authorizes the contract, action, or transaction.

(c) By the affirmative vote of a majority of the Members, and irrespective of any financial or personal interest of any of them, the Members shall have authority to establish reasonable compensation, which may include pension, disability, and death benefits, for services to the Company by Managers.

(d) For purposes of division (a) of this Section 13.17, a Manager is not an interested Manager solely because the subject of the contract, action, or transaction may involve or affect a change in control of the Company or his continuation in office as a Manager of the Company.

(e) One or more interested Members may participate in or vote at a meeting of the Members that authorizes any contract, action, or transaction under this Section 13.17.

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CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing Operating Agreement, consisting of Thirty-three (33) pages, excluding the Table of Contents and attached Exhibits, constitutes the Operating Agreement of Terrace Development Company, LLC.

COMPANY:

Terrace Development Company, LLC,
a Kentucky Limited Liability Company,

TRIANGLE DESIGN GROUP, INC.
MANAGER, BY AND THROUGH

Philip Drees, President

MEMBERS:

Chaney Land Developers, LLC, Member

BY:
Adam Chaney, Member

Willicompany, LLC, Member

BY:
Dennis R. Williams, Member

Triangle Design Group, Inc., Member

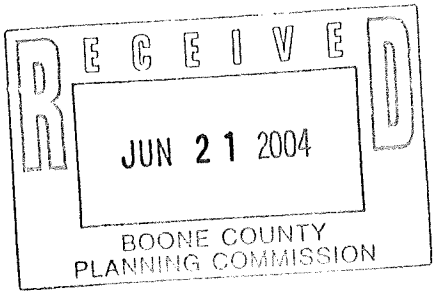
BY:
Philip Drees, President

June 14, 2004

VIA FIRST CLASS MAIL:

Boone County Judge/Executive Gary Moore
P.O. Box 900
Burlington, KY 41005

Kevin Costello, Executive Director
(C/o) Vicki Myers
Boone County Planning Commission
2995 Washington Street
Burlington, KY 41005



Bob Townsend, Director
Florence Public Services
Florence Government Center
Florence, KY 41042

Peter Glenn, Project Manager
Florence Public Services
Florence Government Center
Florence, KY 41042

Police Chief Tom Kathman
Florence Police Department
Florence Government Center
Florence, KY 41042

Fire/EMS Chief Jim McMillen
Florence Fire/EMS Department
Fire Station 3, 1152 Weaver Road
Florence, KY 41042

Director
Boone Co. Public Safety Communications Center
Florence Government Center
Florence, KY 41042

Boone Co. Property Valuation Administrator Ron Burch
P.O. Box 388
Burlington, KY 41005

Jim Key, Chief Building Official
Boone County Building Inspection Office
5958 Garrard Street
Burlington, KY 41005

Bill Viox, City Engineer
Viox & Viox Inc.
466 Erlanger Road
Erlanger, KY 41018

Triangle Design Group/Terrace Development Co LLC
Philip Drees
495 Erlanger Road
Erlanger, KY 41018

Kenneth P. & Joyce A. Bowman
8902 Route #42
Florence, KY 41042

William A. & Stella L. White
1436 Afton Drive
Florence, KY 41042

Dear Sirs and/or Madams:

Enclosed please find certified copies of City of Florence, Kentucky Ordinance No. 0-16-04 adopting and approving a zoning map amendment from rural Suburban/Union town Overlay (RS/UTO), Union Commercial (UC), and Union Neighborhood Office (UO), to Urban Residential One/Planned Development (UR_1/PD), for approximately 5.2-acres and to Union Commercial/Planned Development (US/PD), for approximately 8.7-acres, these zoning Map Amendments being for a 13.88-acre site located at 8902 and 8908 U.S. Highway 42, Boone County Kentucky, to allow commercial and office uses and residential condominiums. (Bowman/White/Triangle Design Group Property).

First reading of Ordinance No. 0-16-04 was held on the 25th Day of May 2004. Second reading was held on 8th Day of June 2004, and the full Ordinance was published in the *Boone County Recorder* on 17th of June 2004 at which time the Ordinance became statutorily official.

If you require additional information, please contact me.

Sincerely,

Joseph A. Christofield, City Clerk

I, Joseph A. Christofield, City Clerk for the City of Florence, Kentucky, do hereby certify that the foregoing is a true and correct copy of O-16-04 as same appears in the official records of my office.

Dated this 15th day of June, 2004.

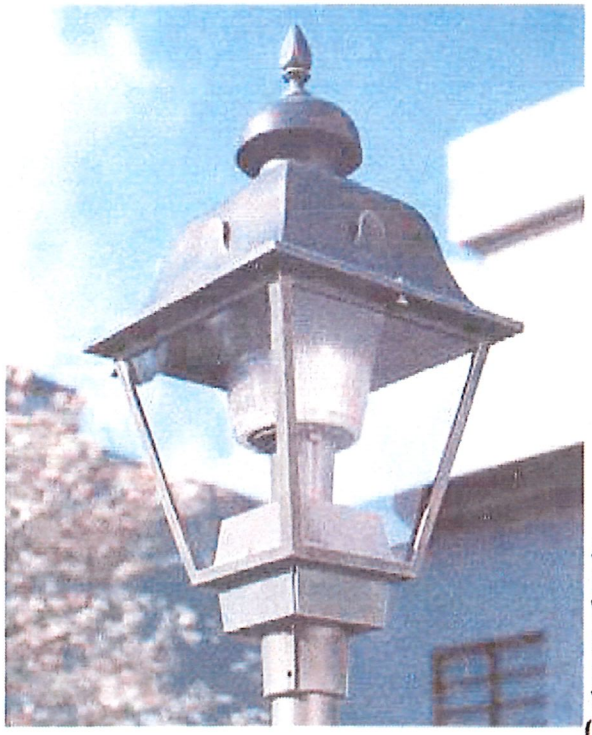
Joseph A. Christofield, Florence City Clerk

BUILDING MOUNTED FIXTURES FOR WENDY'S

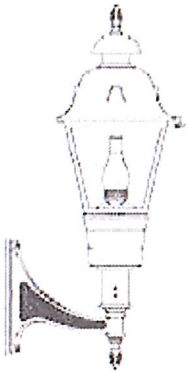
GRANDE JEFFERSON

8410WA - 8432BP - 8432C5 - 8432R3 - 8432R5
8437IB - 8438BP - 8438R3 - 8438R5

Sitescape
SITE • ROADWAY • AREA LIGHTIN



Please click here to see a larger image.



8432BP
H. 31"
W. 14 3/4"
FITTER-3"I.D.
Finish shown-Verde Bronze (VBZ) optional #83 refractor shown

FEATURES

SOURCES: *(factory installed, prewired and tested).*

INC.-(incandescent) 250 watt max.
MV-(mercury vapor) 50-75-100-175-250 watt.
S-(high pressure sodium) 35-50-70-100-150-250 watt.
MH-(metal halide) 70-100-175-250 watt.

FINISHES:
All Hanover Lantern finishes available, click here for selection.

PANELS:

CA-Clear acrylic
CP-Clear polycarbonate, UV stabilized.
OA-Opal acrylic.
OP-Opal polycarbonate, UV stabilized.
PP-Prismatic polycarbonate, UV stabilized.

VOLTAGES:

120-208-240-277-QUAD (contact factory for availability)

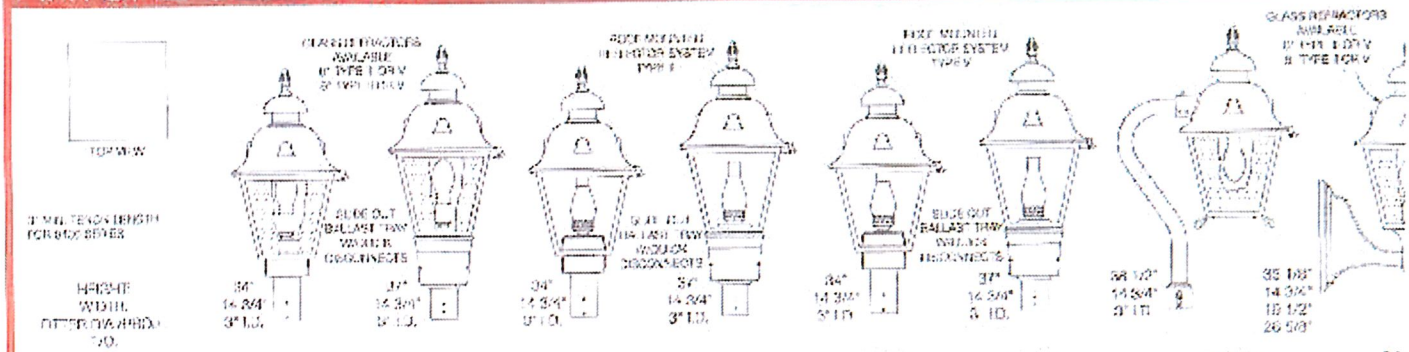
REFRACTORS:

No. 81-6" borosilicate glass, type V distribution.
No. 82-6" borosilicate glass, type III distribution.
No. 83-8" borosilicate glass, type V distribution.
No. 84-8" borosilicate glass, type II distribution.

PHOTO CONTROL: (optional) factory insta

No. 10-120 volt only.

FIXTURE SELECTION



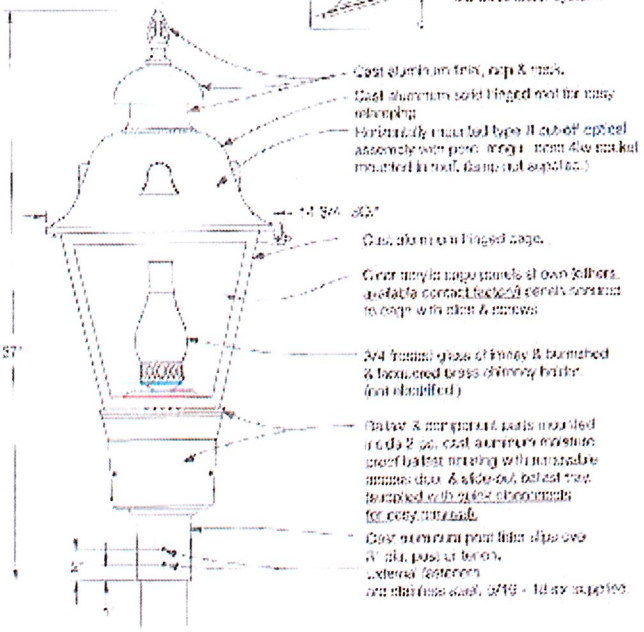
FIXTURE NO.	8432BP	8436BP	8432R3	8436R3	8432R5	8436R5	8437IB	84
MAX. WATTS - ING	250w	250w	250w	250w	250w	250w	250w	2
MV	175w	250w	175w	250w	175w	250w	175w	2
HPS	150w	250w	150w	250w	150w	250w	150w	1
MH	175w	250w	175w	250w	175w	250w	175w	1

SPECIFICATIONS

MODEL No. shown 8438R3

FPA 2.33
Max. Wt. 44 lbs

Bottom view of type III cut off ballast system.



FEATURES

SOURCES: *(factory installed, premixed and tested).*
INC. (incandescent) 250 watt max.
MV-(mercury vapor) 50-75-100-175-250 watt.
S-(high pressure sodium) 35-50-70-100-150-250 watt.
MH (metal halide) 70-100-175-250 watt.

FINISHES:
All Hanover Lantern finishes available, see page 3 for selection.

PANELS:
CP-Clear acrylic
CP-Clear polycarbonate, UV stabilized
OA-Opal acrylic
OP-Opal polycarbonate, UV stabilized
PP-Prismatic polycarbonate, UV stabilized.

VOLTAGES:
120-208-240-277-CLAD *(consult factory for availability)*

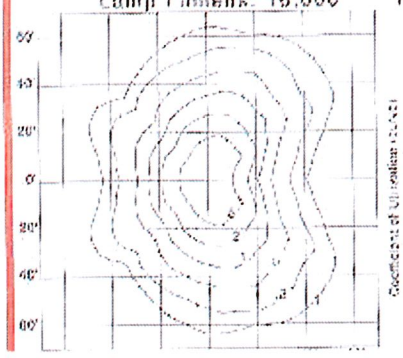
REFRACTORS:
No. **81** 8" borosilicate glass, type V distribution.
No. **82**-6" borosilicate glass, type III distribution.
No. **83** 8" borosilicate glass, type V distribution.
No. **84**-5" borosilicate glass, type II distribution.

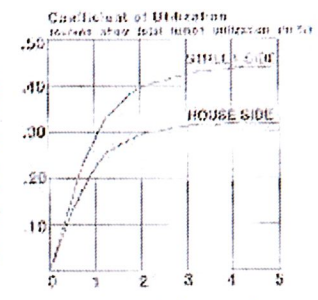
PHOTO CONTROL: *(optional)* factory installed
No. **10**-120 volt only.
No. **11**-208 to 277 volt.

PHOTOMETRIC DATA

Asymmetric Distribution

Fixture: 8432R3
Lamp: 150w H.P.S.
Lamp Lumens: 16,000
Optics: Type III Cutoff
Mounting Height: 12'
Panels: Clear polycarbonate





Mounting height multiplier for isolux

ORDERING GUIDE

To ensure prompt and efficient processing of your order, Please follow the sequence listed in the example below.

① **SOURCE:**
INC-Incandescent
MV-mercury vapor
S-high pressure sodium
MH-metal halide

② **MODEL NO.:**
8432BP **8432R5**
8438BP **8432R5**
8432R3 **8437IB**
8438R3 **8410WA**

③ **FINISH:**
See page 3 for selection.

④ **PANELS:**
CP-Clear acrylic
CP-Clear polycarbonate
OA-Opal acrylic
OP-Opal polycarbonate
PP-Prismatic polycarbonate

⑤ **WATTAGE:**
MV-50-75-100-175-250
S-35-50-70-100-150-250
MH-70-100-175-250

⑥ **VOLTAGE:**
120v-208v-240v-277v

⑦ **REFRACTORS:** *(optional)*
81-8" glass type V
82-6" glass type III
83-8" glass type V
84-5" glass type II

⑧ **PHOTO CONTROL:** *(optional)*
10-120 volt only
11-208/277 volt

①	②	③	④	⑤	⑥	⑦
S	8432BP	A	CP	100	120	83

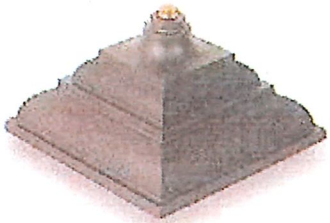
For post selection, see pages P-1 to P-3.
Accessories selection, see pages A-1 to A-4.

Hanov
LANTER

Color Palette

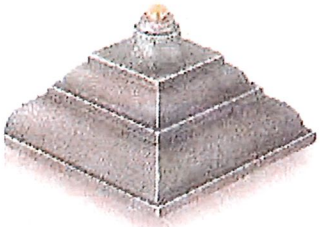
BLK - Black

ALM - Almond

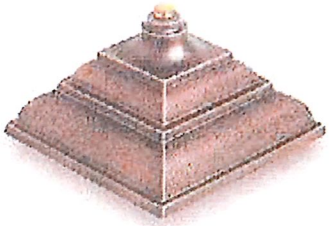


ARB - Architectural Bronze

ABS - Antique Brass

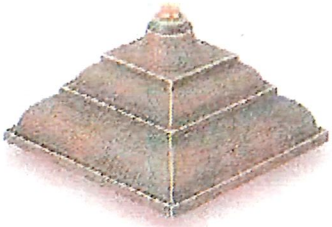


ASI - Antique Silver



WBZ - Weathered Bronze

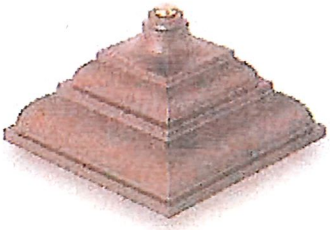
ARD - Antique Red



VBZ - Verde Bronze

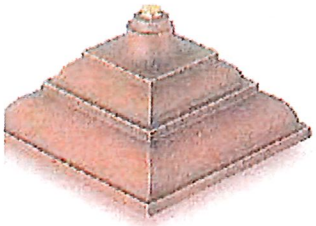
VCP - Verde Copper

WHT - White

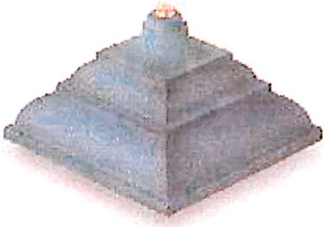


BRN - Brown

LGN - Lawn Green

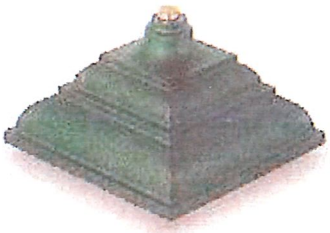


RBZ - Rustic Bronze



SBL - Shadow Blue

SBU - Shadow Burgundy

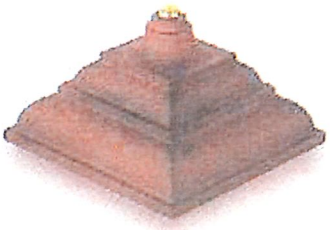


SGN - Shadow Green

VGN - Verde

FGN - Forest Green

ACP - Antique Copper



SRT - Shadow Rust

8-4-05

CITY OF FLORENCE, KENTUCKY
SUMMARY OF ORDINANCE NO. 0-17-05

The City of Florence, Kentucky, enacted on second reading Ordinance No. 0-17-05 on July 26, 2005. The title of this Ordinance is as follows:

ORDINANCE NO. 0-17-05

AN ORDINANCE ADOPTING AND APPROVING A CHANGE IN CONCEPT DEVELOPMENT PLAN FOR AN APPROXIMATE 1.2 ACRE SITE GENERALLY LOCATED ON THE NORTH SIDE OF U.S. 42, IMMEDIATELY EAST OF THE PROPERTY AT 8912 OLD UNION ROAD, FLORENCE, KENTUCKY (FUTURE LOT 4, VILLAGE TERRACE SUBDIVISION), TO ALLOW TWO COMMERCIAL BUILDINGS WITH DRIVE-THROUGH FACILITIES ON SEPARATE LOTS. (TERRACE DEVELOPMENT COMPANY, LLC)

The effect of this Ordinance is to allow two commercial buildings with drive-through facilities on separate lots within Future Lot 4 of the Village Terrace Subdivision. In all other respects, the previously approved concept development plan for this approximate 1.2 acre site remains in full force and effect.

The full text of Ordinance No. 0-17-05, including its exhibits, is available for examination in the office of the City Clerk of the City of Florence, Kentucky, in the Florence Government Center, 8100 Ewing Blvd., Florence, Kentucky, during regular office hours.

CERTIFICATION

I hereby certify that the foregoing is a summary of the contents of Ordinance No. 0-17-05 and that it has been prepared by me on the 19th day of July, 2005, and I am an attorney licensed to practice law in the Commonwealth of Kentucky.

Paula [illegible]

DEVELOPMENT SUMMARY
TOTALS
OPEN SPACE
BLDG RIGHTSOWAY
COMMERCIAL LOTS
RES RENTAL CONDO
APPROVED
Boone County
Planning Commission
ZONE CHANGE PLAT
BOONE COUNTY, MISSOURI
US 42 SITE
ZONE CHANGE
OPEN SPACE PLAN

Union Terrace

Neighborhood Scale
Mixed Use
Boulevard Street
Architectural Controls
Passive Amenities

Triangle Design Group
Creating Desirable Places
~ 495 Erlanger Road ~ Ste 201 ~ Erlanger ~ KY ~ 41018 ~

Triangle Design Group, Inc.

495 Erlanger Rd
Suite 201
Erlanger, Ky 41018

Office (859) 342-7333
Fax (859) 342-6080

Union Terrace

Union Terrace is a 13.76 acre site located off of US Hwy 42 across from Braxton Rd. Union Terrace is surrounded by existing commercial developments along US Hwy 42, residential to the North and a proposed transfer station by CG&E directly to the West.

Blending existing developments that surround Union Terrace and creating unique development features will set Union Terrace apart. Union Terrace is also a pedestrian friendly, mixed-use plan that promotes connectivity. It is important to realize the connection between the commercial uses, passive park system and the surrounding residential property. Another unique feature is the tree lined, Island Boulevard that separates traffic as it passes through Union Terrace. The limited amount of curb cuts accent the Boulevard to provide easily navigable streets.

The components of Union Terrace are of a mixed- use variety. People will be able to Live, Work, and enjoy Free Time in an aesthetically pleasing environment. The following is a proposed breakdown of each lot within Union Terrace.

Lot 1

1.7 acres in size
Neighborhood Drug Store facility
Drive Thru service

Lot 2

1.0 Acre in size
Convenient Food style restaurant
Drive Thru service

Lot 3a

1.5 acres in size
Retail/ Office component
First floor retail, 7000-8500sf (Ice Cream, Deli, Dry Cleaner, Hair Care, etc.)
Second floor office 5000-6500sf

Lot 3b

.78 of an acre in size
Retail site for a Bank/ Financial institution
Drive Thru service

Commercial/ Office Condominium

.75 of an acre in size
Possible 2 Story building
Consistent with UC permitted use
Approximately 12,000sf in size

Daycare/ Office/ Commercial

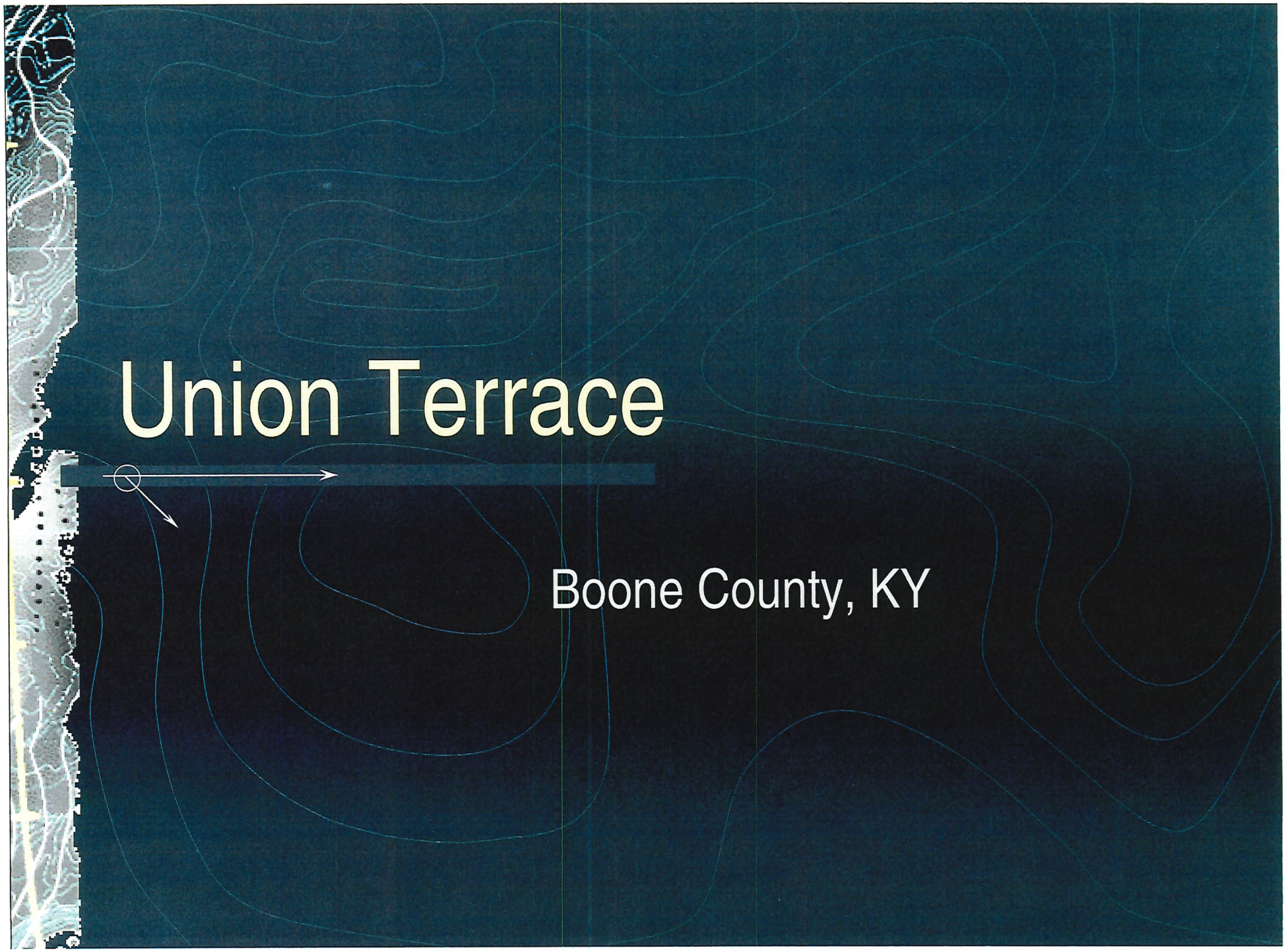
.75 of an acre in size
Due to prior concessions- 1 story building only
Proposed Daycare-
7000sf facility or smaller

Residential Acreage

The proposed residential acreage is 5.2 acres in size. The Mix-use concept comes full circle with this permitted use. The site will consist of Residential style Towne homes/ Garden Flats. These units will be for sale in the $130,000 and up range. This is the perfect compliment to the single family residential and commercial uses bordering each side of the site.

These buildings will be 2 Story in nature (from front elevation) and governed by all architectural guidelines set forth for Union Terrace.

* Note: All property owners and Lessees will be subject to Union Terrace Association Guidelines governing Common Area Maintenance and Design Guidelines for each structure.


Union Terrace
Boone County, KY

History of Union Terrace

- Vacant Hotel
- Neglected Property
- Undeveloped Land
- Cinergy Transfer/Substation

Existing Property Surrounding Union Terrace

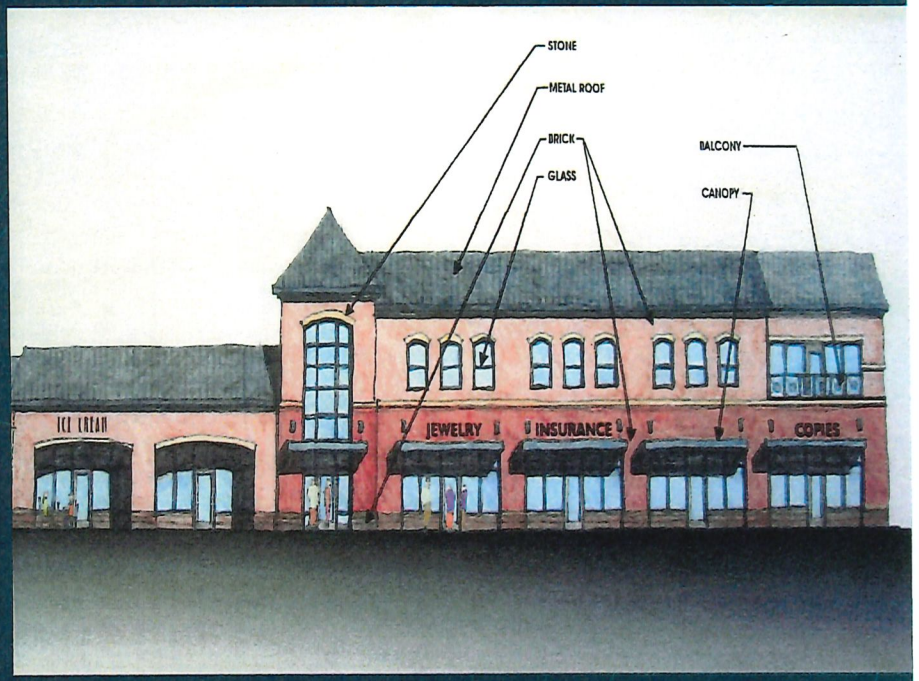
- Kroger
- Retail Shopping
- Medical Office
- Residential
- Restaurants
- Public Library
- CG&E Sub/Transfer Station

Transition Area Along U.S. Hwy 42

- Located off 5 lane high speed road
- Surrounded by suburban commercial and residential development
- Elevation of property in relation to surrounding property
- Existing property along Old U.S. Hwy 42

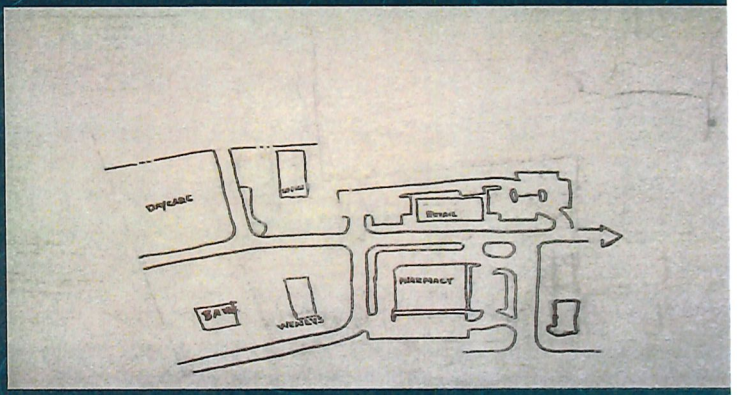
Vision For Union Terrace

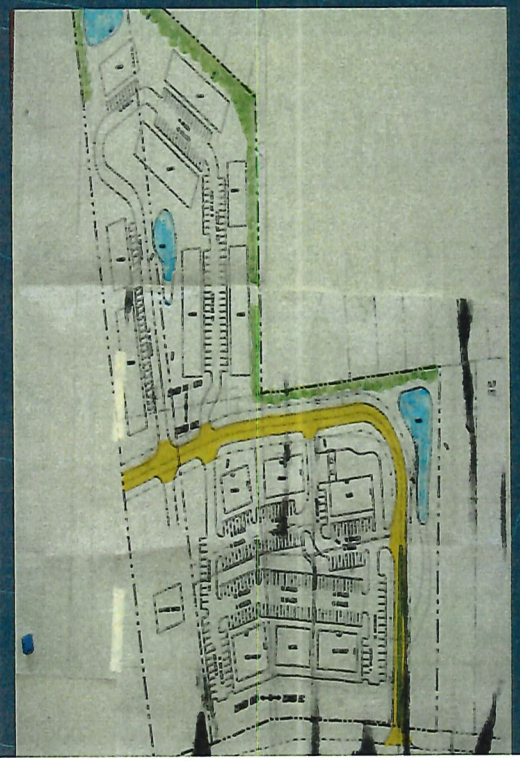
- Commercial Opportunity
- Professional Office
- Retail Opportunity
- Owner Occupied Living
- Mixed Use Development
- Neighborhood Scale

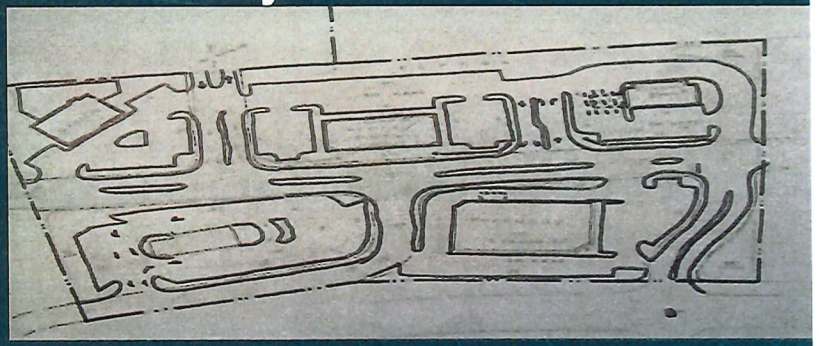


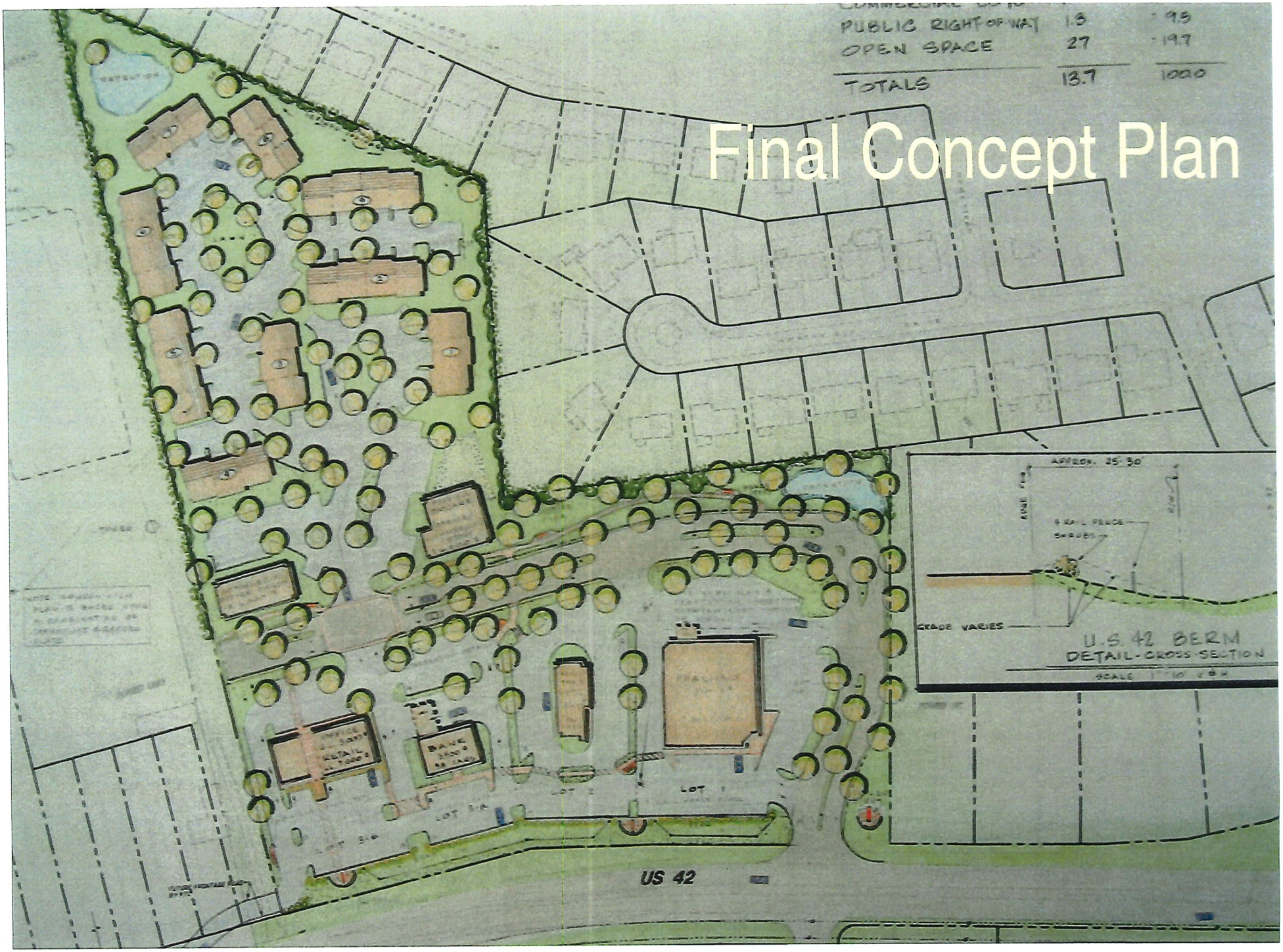
How Did We Arrive at this Plan?

- Meetings with Staff at BCPC
- Trial And Error
- Meeting with the Market Place
- Asking the City of Florence What they Want



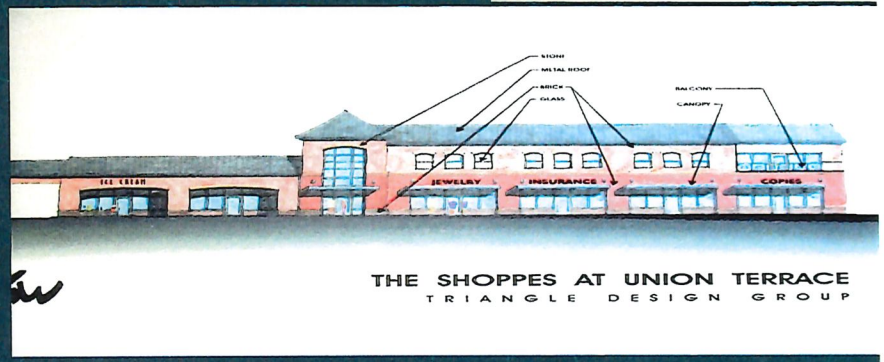





PUBLIC RIGHT-OF-WAY 1.3 9.5
OPEN SPACE 27 19.7
TOTALS 13.7 100.0
Final Concept Plan
APPROX. 25'-30'
GRADE VARIES
U.S. 42 BERM
DETAIL - CROSS SECTION
US 42
LOT

Development Specifications

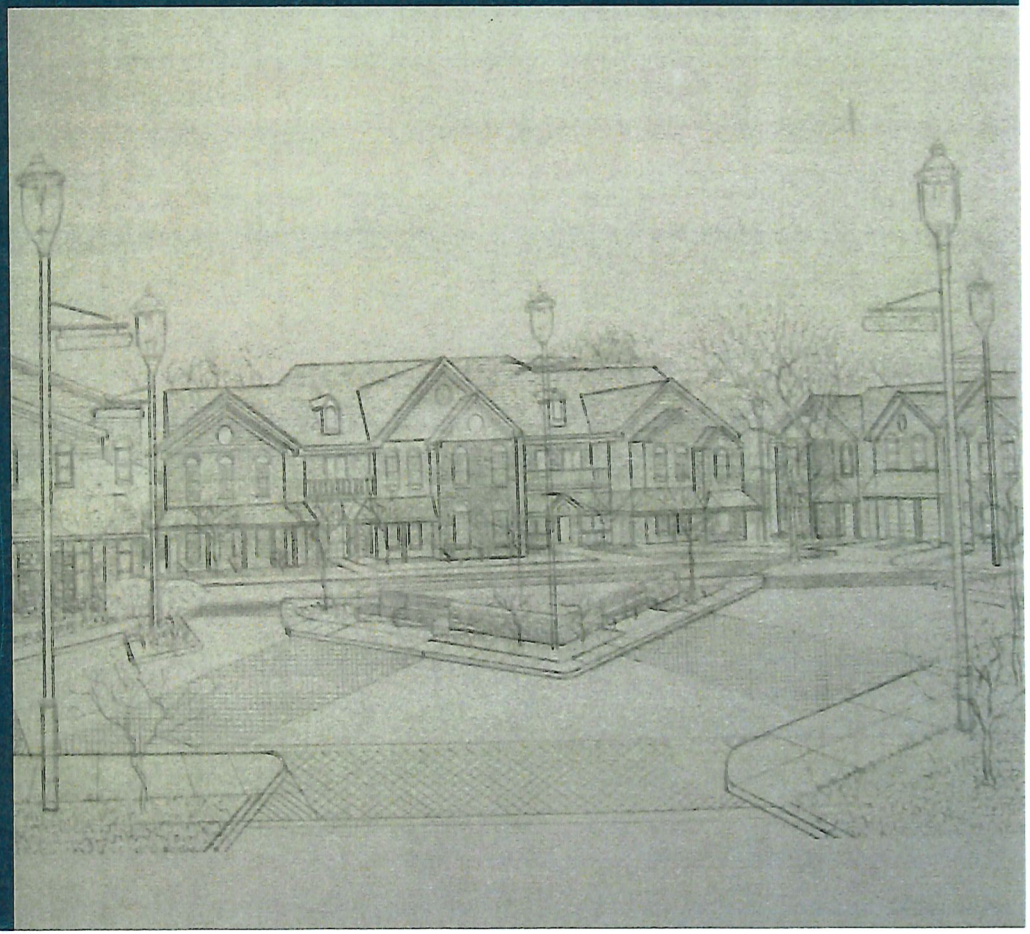
- Six Commercial Sites
  - Sizes ranging from .7 of an acre to 1.7 acres
- Variety of Complimentary Uses
  - Walgreen's Pharmacy
  - Wendy's Restaurant
  - First Security Trust Bank
  - Graeter's Ice Cream
  - Children's Daycare
  - Professional Office
  - Retail Space



THE SHOPPES AT UNION TERRACE
TRIANGLE DESIGN GROUP

Development Specifications

- Sixty-Two For Sale Residential Units
  - Townhome & Garden Flats
  - Prices starting in the $130,000's
  - Plenty of Open Space
- Passive Park
- Common Signage
- Sidewalk Connections
- Pedestrian Friendly
- Buffer/Green Belt

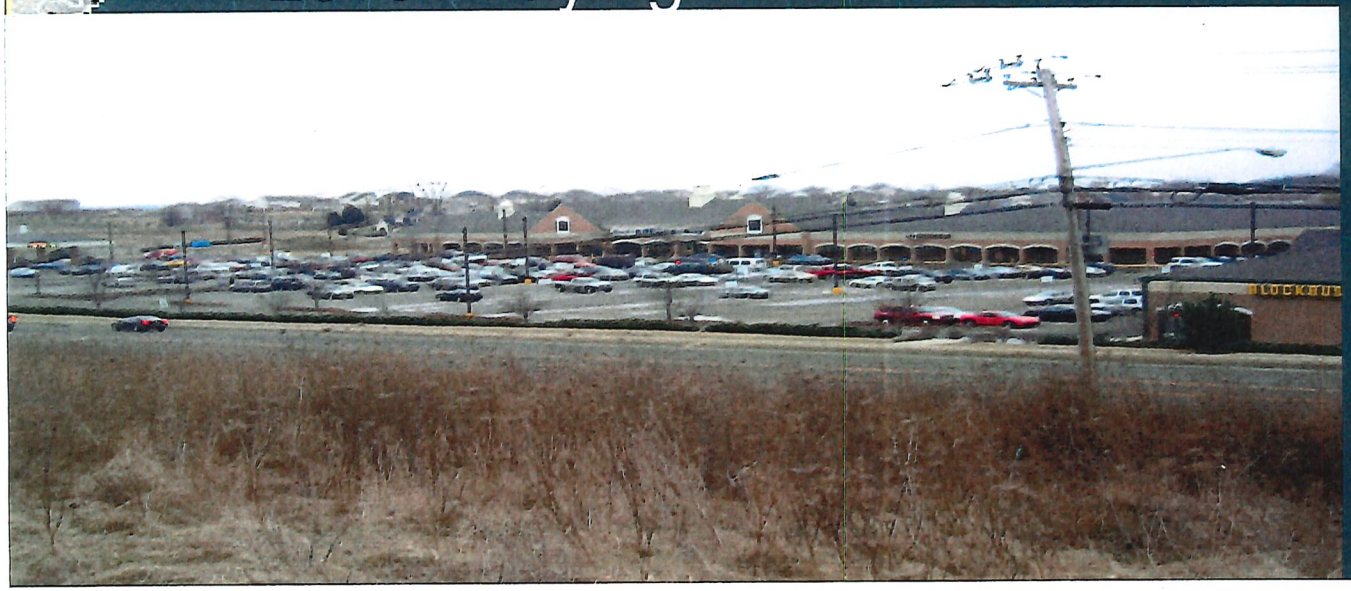


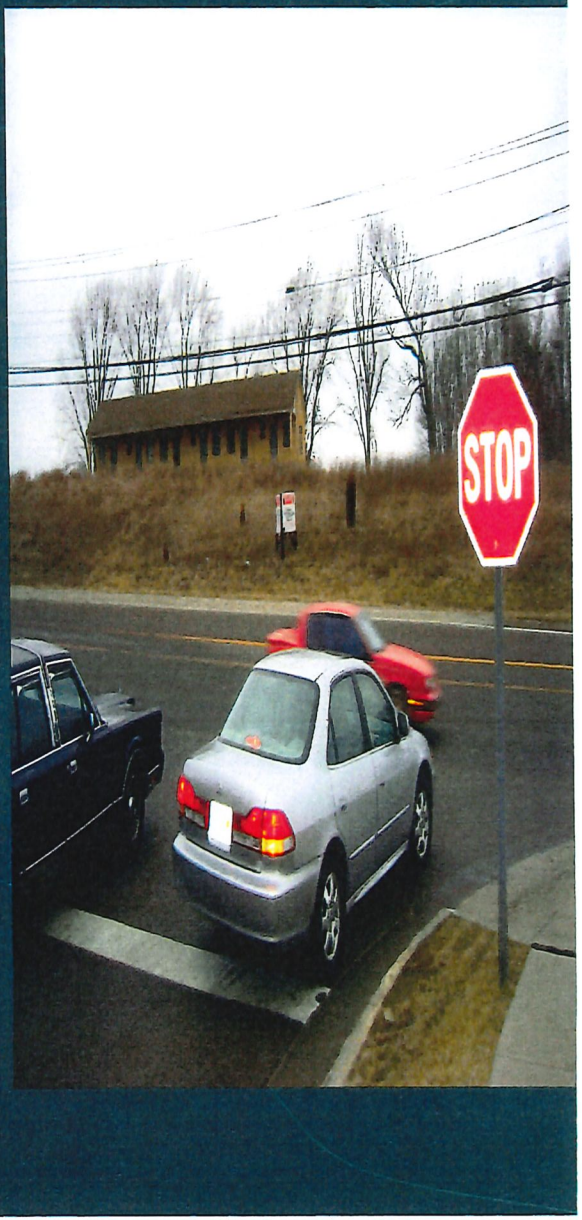
Issues Hindering Our Vision

- Current Zoning
- Existing Grades
- Depth of Property
- Future Substation/ Transfer Station
- Challenging Site

Issues Hindering Our Vision

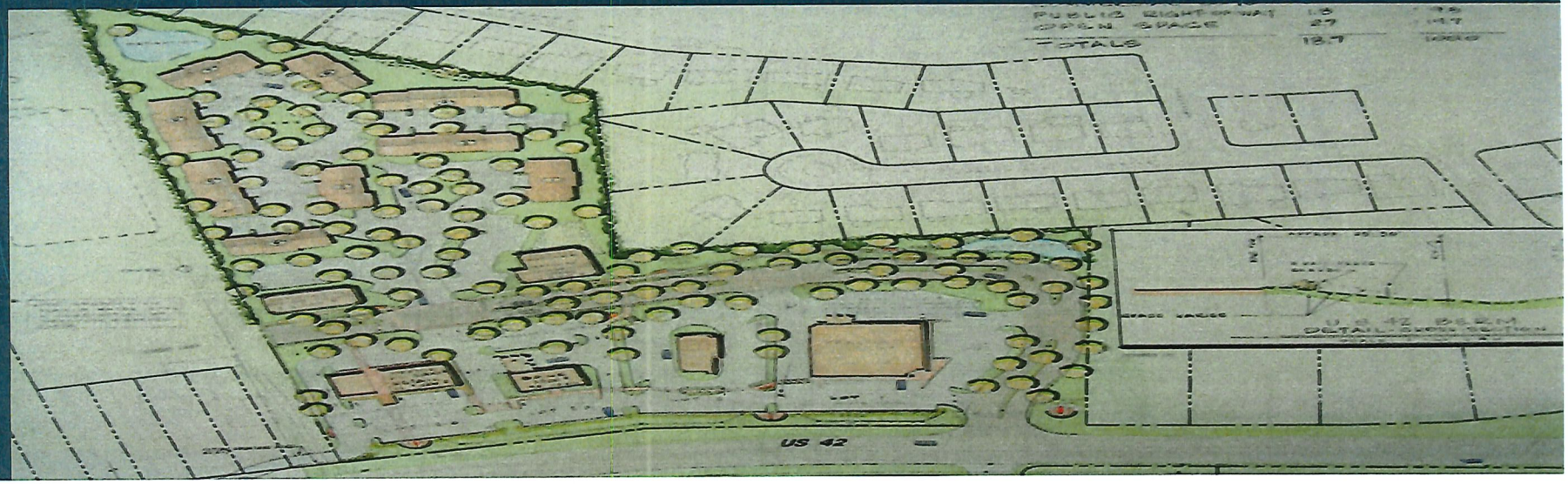
- Current Market Factors
- Existing Topography
- Overall Costs of Land Development
- Existing competition
- Single Loaded Street
- "Level Playing Field"





Issues Hindering Our Vision

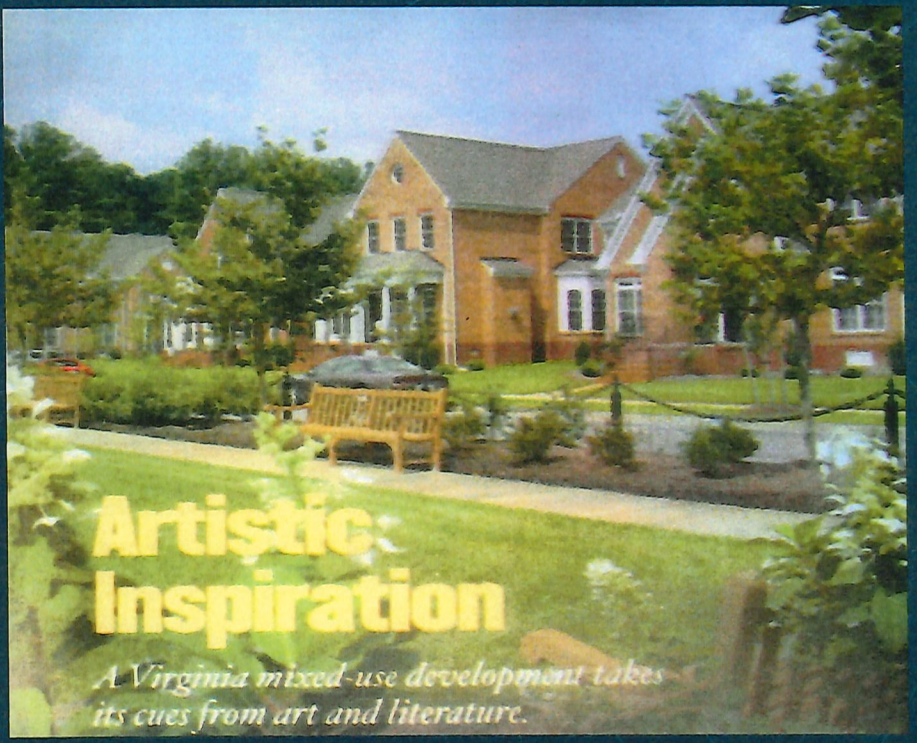
- Designing For Drive Thru Services
- Compact Site
- Two Equally Important Roads
  - U.S. Hwy 42 and Braxton Rd.
  - Two Fronts to the Development
- Planning For The Future

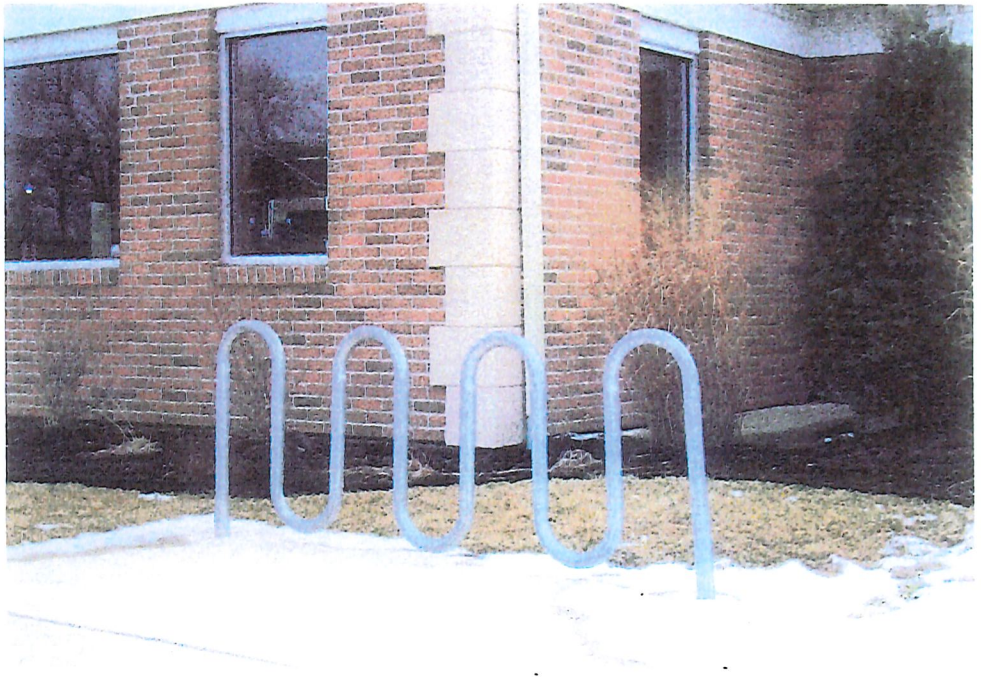


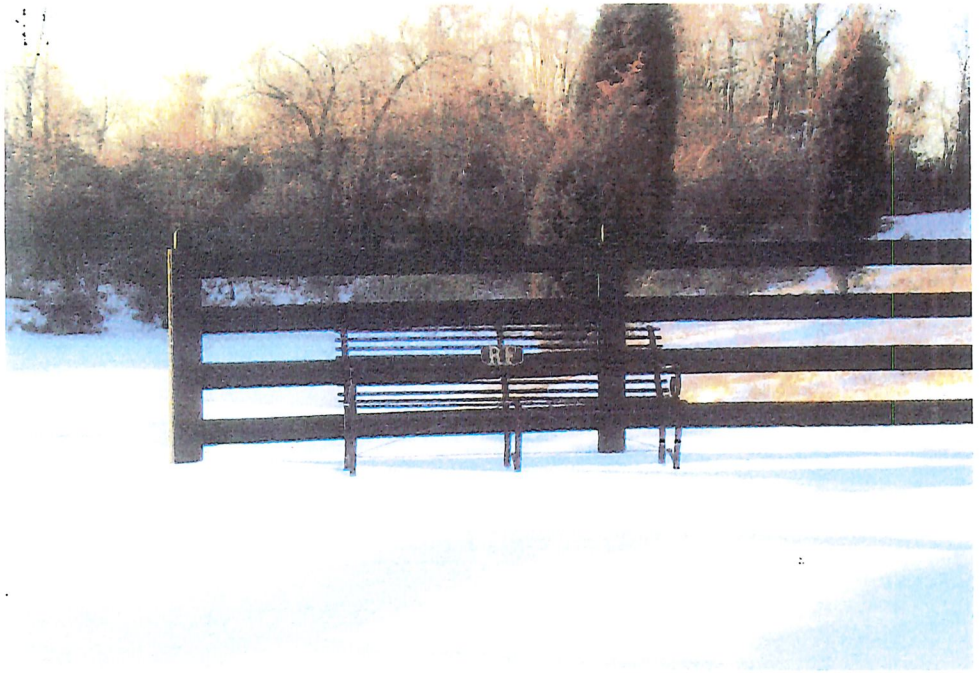
PUBLIC RIGHT-OF-WAY 1.3 9.5
OPEN SPACE 27 19.7
TOTALS 13.7 100.0
Two Frontage Roads
APPROX. 25' 30'
GRADE VARIES
U.S 42 BERM
DETAIL - CROSS SECTION
US 42

How Do We Transition Along U.S. Hwy 42 to the Union Towne Center?

- Responsible Land Design
  - Pedestrian Friendly
  - Safety-ingress/egress
  - Quality Landscaping
  - Passive Amenities
- Open Space
- Connectivity
- Mix use of Development







How Do We Transition Along U.S. Hwy 42 to the Union Towne Center?

- Tree Lined Boulevard Through Site
- Detract Views of Parking Area
  - Hedges
  - Mounding
  - Fencing
- Architectural Controls

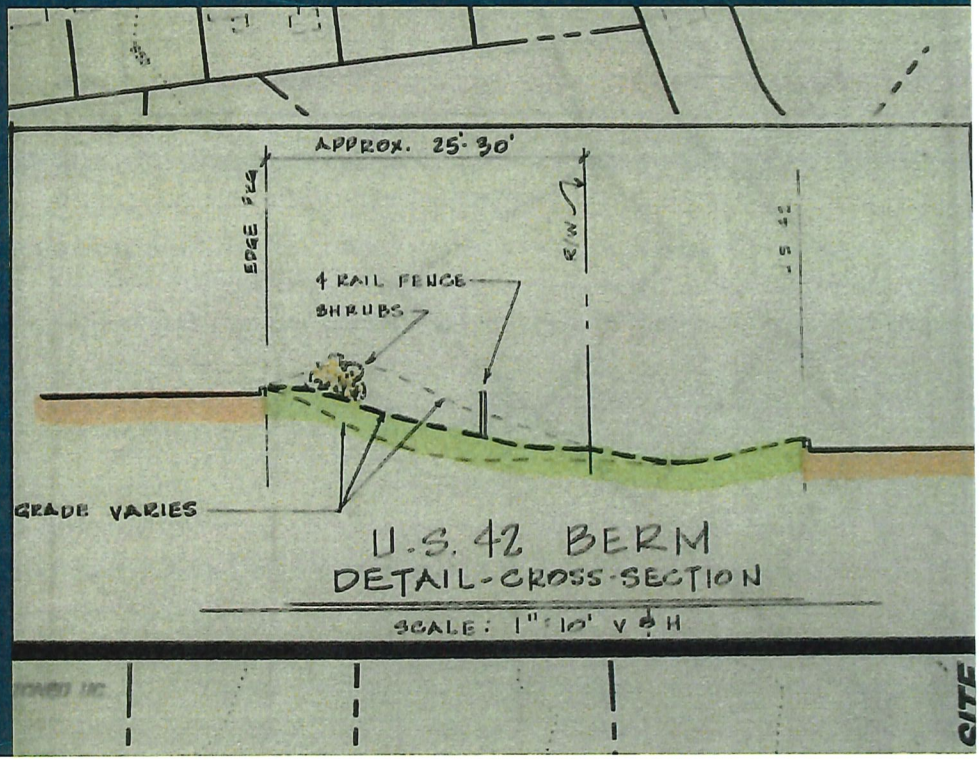


Exhibit "B"

Union Terrace
Design Guidelines (Preliminary)

The purpose of establishing design guidelines is to reinforce the theme and character of Union Terrace. The guidelines will protect each commercial and residential user as well as enhance the physical features and amenities within the overall environment.

Note: the Union Terrace Design Review Committee must approve all site and building plans.

Architectural Building Guidelines:
Commercial

Roof:

- At least 20% of the Roof line has to pitched (mansard roof line is acceptable)
- Pitched roof has to be metal or equivalent (color to be determined)
- If roof is used over pick-up or drive-thru windows then pitched roof is required

Exterior of Building:

- Brick material has to be on 80% of the Building (Color/type to be determine)
- Arch walkways or Arch windows to be incorporated into building. Arch concrete lintels (on similar looking material) to be used where practical
- Use beige colored band trim, belt course or cornice line at or above window height
- Colors and accents to match other commercial users within development
- Stamp concrete or color concrete sidewalks to be used next to building (Color and pattern to be determine)

No temporary buildings including trailers, incomplete buildings, tents, or shacks shall be permitted on the property.

Union Terrace Design Review Committee reserves the right to waive any of these requirements when, in its sole judgment, the waiver provides for a more appropriate design of a building and does not compromise the integrity of the development.

Commercial site design requirements:

Outdoor Storage/Trash

- Outdoor storage and trash location must be concealed using the primary building design requirements

Parking and Lighting

- No solid concrete islands in parking lot allowed, landscaped islands to be used unless approved Streetscape materials used.
- Light post and fixture (selection yet to be determine)

Union Terrace
Design Guidelines (Preliminary)

The purpose of establishing design guidelines is to reinforce the theme and character of Union Terrace. The guidelines will protect each commercial and residential user as well as enhance the physical features and amenities within the overall environment.

Note: the Union Terrace Design Review Committee must approve all site and building plans.

Architectural Building Guidelines:
Residential Condo's

Roof:

- Define overhangs, cornice lines, dormers
- Utilize gable and/or hip roof shapes with a minimum roof slope of 4:12
- Material shall be heavy weight dimensional shingles or metal. Color to coordinated with commercial roof lines
- Flat roofs and mansard roofs are not allowed

Exterior of Building:

- Brick or stone material has to be on 65% of the Building (Color/type to match commercial buildings)
- Arch walkways or Arch windows to be incorporated into building. Arch concrete lintels (on similar looking material) to be used where practical
- Colors and accents to match other commercial users within development

No temporary buildings including trailers, incomplete buildings, tents, or shacks shall be permitted on the property.

Union Terrace Design Review Committee reserves the right to waive any of these requirements when, in its sole judgment, the waiver provides for a more appropriate design of a building and does not compromise the integrity of the development

Amenities

- Developer to provide a common area amenity such as a "pocket park" for public open space gathering
- Agree to be a member of the "Union Terrace commercial association" that will provide the vehicle to maintain the open space grounds and features
- Developer will place "Union Terrace" signage at entrance with each commercial user listed (Must have at least 3000 Sq. Ft.)
-

- Light post base to use brick or stone (color/type same as buildings or entry monument)
- Connectivity with other parking areas must be made
    - Use "Stamp" concrete or color concrete sidewalks to connect (pattern to be determine)
    - Coordinate and blend parking lot entrances and exits with adjacent users

Landscaping

- A separate landscape plan shall be submitted prior to building construction. Union Terrace Design Review Committee must approve plant materials and landscape construction that is to be installed on the lot.
- All unpaved areas of each site not utilized for parking or buildings shall be landscape,
- Landscape shall be used to mark entrance points and parking areas.
- Landscape shall be used to enhance building scale and forms.
- Landscape treatment shall not interfere with sight line requirements at street or driveway intersections. All landscaping shall be designed for reasonable maintenance, and all landscape areas shall be maintained in a quality manner at all times. Paving or terracing may be used in areas where excessive maintenance would otherwise be required.

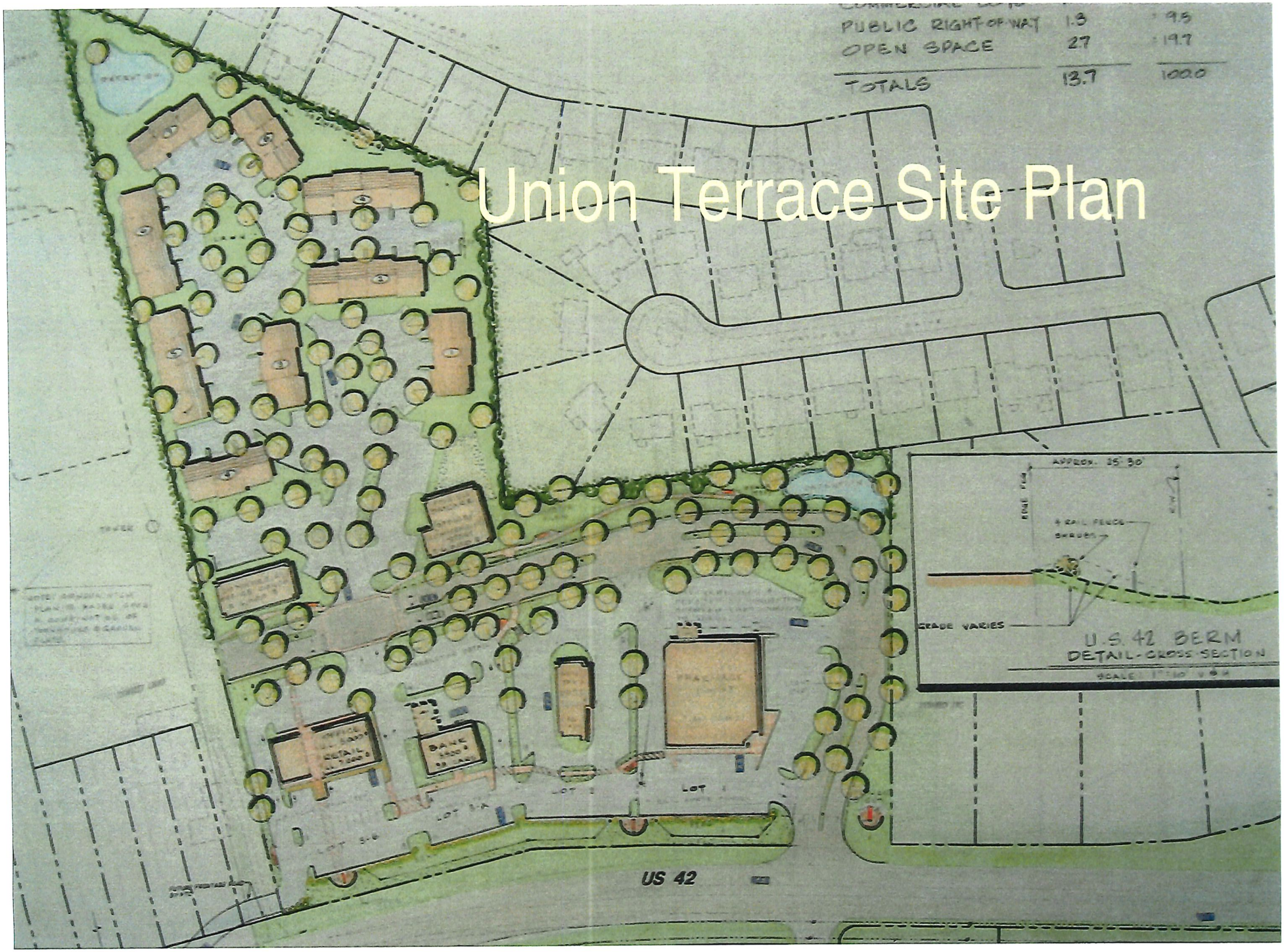
Signage

- All exterior signs shall be approved by Union Terrace Design Review Committee
- No sheet metal signs, flat wood painted, or exposed fluorescent lights signage allowed.
- The location, size, and construction of signs will be in keeping with the character of the development.
- Ground mounted signs shall not have a gross area of more than Eighty (80) square feet and shall not exceed ten feet (10') in height and shall be connected to the ground along the base length.
- Illuminated signs shall be rear lighted or lighted from a nonapparent light source
- Other signs allowed may be of a directional nature or temporary signs indicating "For Sale" or For Lease"
- All permitted signs shall be of a design and material consistent with the building and/or developers monumentation itself.

What Will Approving Union Terrace Mean???

YOU Will Be Creating

- A Rich, Distinct, Legacy
- An Upscale Entrée to Future Development
- A Compliment to the Overall Intention of the Union Town Plan


PUBLIC RIGHT-OF-WAY 1.3 9.5
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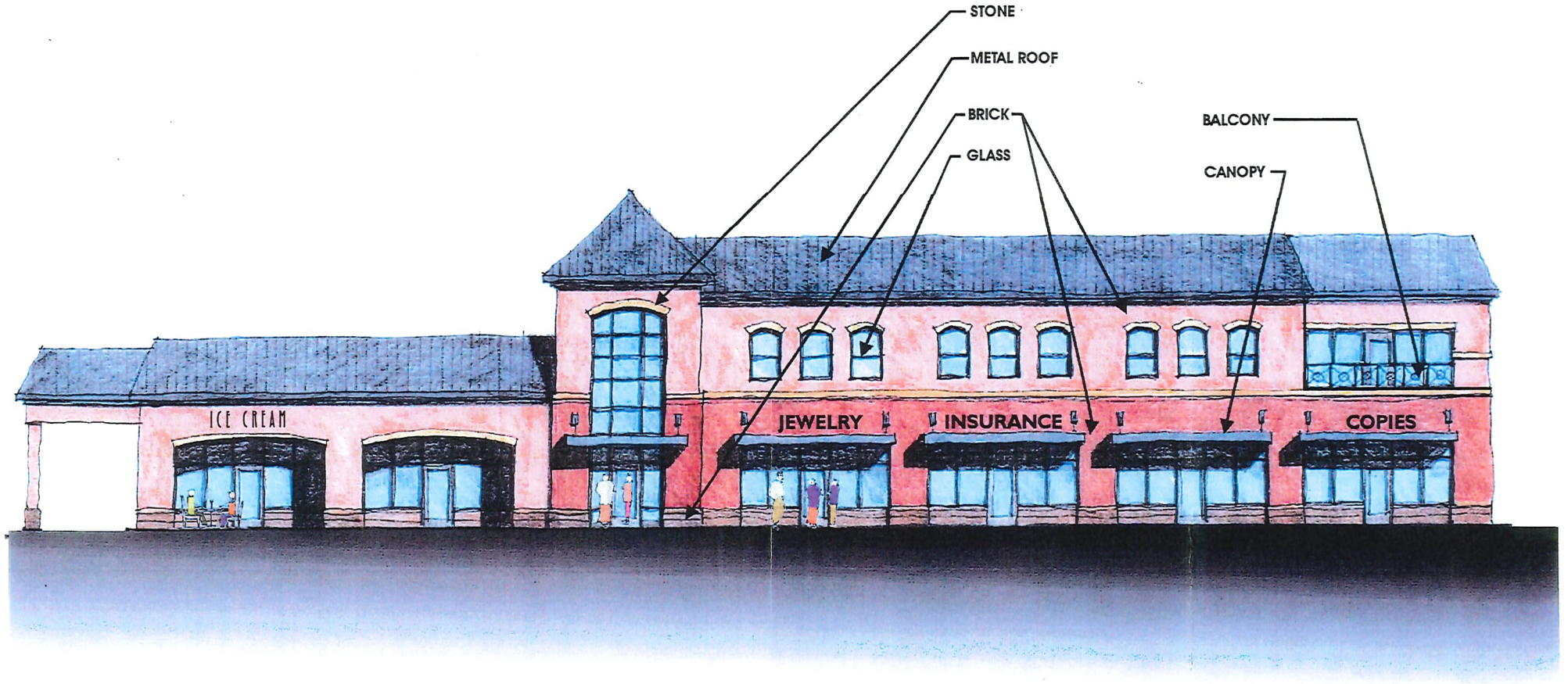
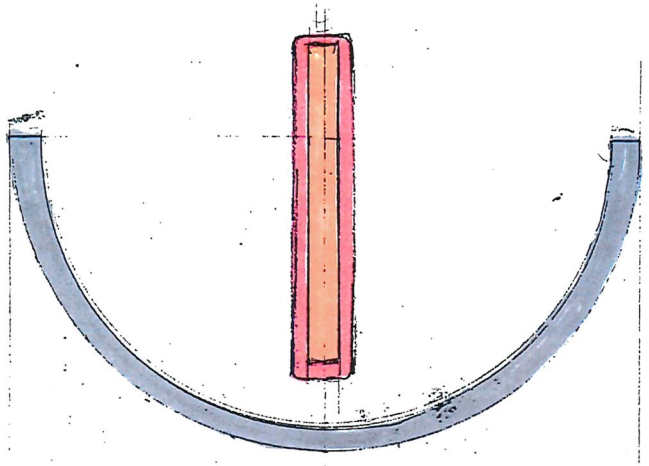
Union Terrace Site Plan
APPROX. 25' 30'
GRADE VARIES
U.S. 42 BERM
DETAIL - CROSS SECTION
US 42

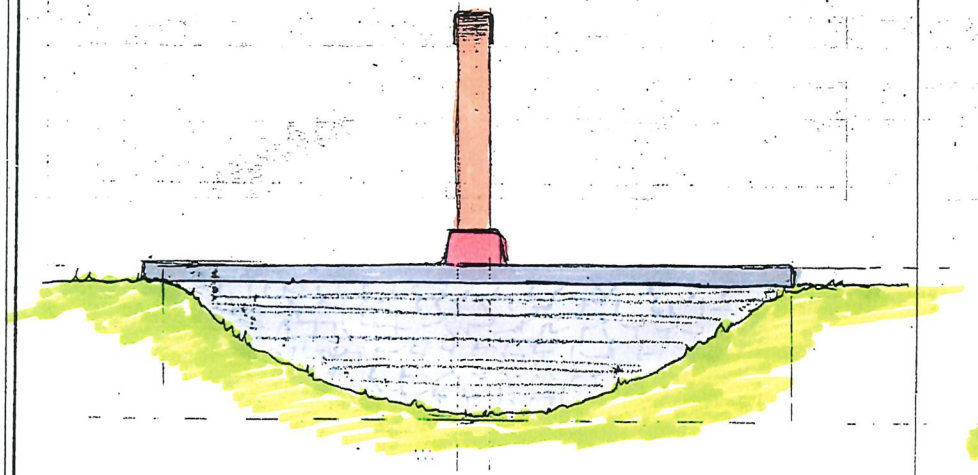


THE SHOPPES AT UNION TERRACE

TRIANGLE DESIGN GROUP



PLAN



FRONT ELEVATION

SIGNAGE DETAIL
UNION TERRACE

DRAWING DATE.
SCALE

SHEET NO.
___ OF ___

DEVELOPMENT SUMMARY
PROPOSED LAND USE | AREA (ACRES) | % OF TOTAL
* RESIDENTIAL CONDO | 4.5 - 5.2 | ± 35.4
COMMERCIAL LOTS | 4.5 - 5.2 | ± 35.4
PUBLIC RIGHT-OF-WAY | 1.3 | ± 9.5
OPEN SPACE | 2.7 | ± 19.7
TOTALS | 13.7 | 100.0
DETENTION
TOWER
PROPOSED U.L.H.&P. TRANSFER / SUBSTATION AREA
LAWN
POSSIBLE DAYCARE (OFFICE/ COMMERCIAL ALTERNATE) ± 6,000 ft²
COMMERCIAL OFFICE CONDO ± 6,000 ft²
NOTE: CONDOMINIUM PLAN IS BASED UPON A COMBINATION OF TOWNHOMES & GARDEN FLATS.
OFFICE U.L. 5,000 ft² RETAIL U.L. 7,000 ft²
BANK 3,500 ft² 3 DR CARS
DRIVE THRU REST. ± 5,500 ft² 16 CARS
PHARMACY
LOT 1
LOT 2
LOT 3-A
LOT 3-B
4 RAIL HORSE FENCE
PEDESTRIAN WAY
BIKE RACK (TYP.)
INTERSECTION DETAIL
* VEHICULAR & PEDESTRIAN CONNECTION PATHWAY LOTS SUBJECT TO CHANGE.
PROJECT SIGN
US 42
FUTURE FRONTAGE ROAD BY KTC
STORE SIGN (TYP.)
EXISTING 16" WATER MAIN
EXISTING 20" WATER TRANSMISSION MAIN
PUBLIC LIBRARY
BLOCKBUSTER VIDEO
KROGER CENTER
ZONED UC
ZONED LDD
BASE INFORMATION
CDB Associates, Inc.
7000 Dixie Highway
Florence, Kentucky 41042
859.525.0644
859.525.0561 FAX
11720 Kenwood Road
Cincinnati, Ohio 45242-1818
513.791.1720
513.791.1606 FAX
GRAPHIC SCALE
NORTHFIELD DRIVE
BARKWOOD CT.
HONEYSUCKLE
U.S. 42 BERM DETAIL-CROSS-SECTION
SCALE: 1" = 10' V & H
APPROX. 25'-30'
4 RAIL FENCE
SHRUBS
GRADE VARIES
U.S. 42
EDGE PVMT.
R/W
BOONE COUNTY, KENTUCKY
US 42 SITE
CONCEPT
DEVELOPMENT & OPEN SPACE PLAN
ZONE CHANGE PLAN
DRAWING BY: S.P.S.
DRAWING CHECKED
DRAWING DATE: 1-5-04
PROJECT NUMBER: 03018
APPLICANT:
SCALE: AS NOTED
SHEET NO. 1 OF 1
CONN. LOTS 3A & 3B, CONDO SUBMITTAL 2-28-04
COMM. LOTS - 1, 2, 3A & 3B 2-11-04
REVISE CONCEPT SUBMITTAL 1-26-04
CONCEPT SUBMITTAL 1-6-04
ROWLEY, ROSA LANDSCAPE ARCHITECTS + LAND PLANNERS
3472 RIA
FLORENCE, KENTUCKY 41042