

12. Deed Book 419 & 444 Page 9 & 30 2064
Deed Book Page Number Group Number

13. Have you had a pre-application meeting with the BCPC staff: Yes No

14. Have you submitted a Concept Development Plan: Yes No

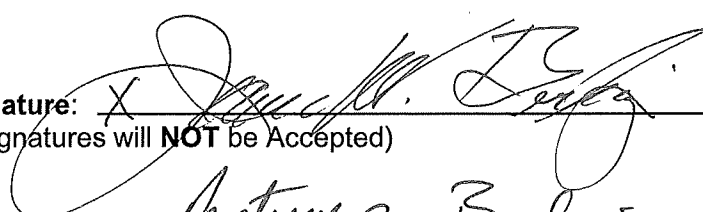
15. Have you met or discussed your proposed development with any of the following organizations/agencies (check all that apply):

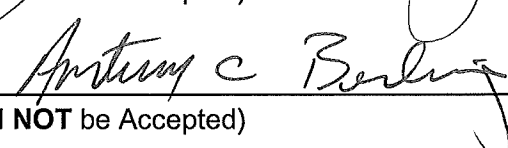
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|---|---|
| <input type="checkbox"/> Boone County Building Department | <input type="checkbox"/> Local Fire District |
| <input type="checkbox"/> Boone County Public Works Department | <input type="checkbox"/> Local School District |
| <input type="checkbox"/> Boone County Water District | <input type="checkbox"/> Northern Kentucky Health Department |
| <input type="checkbox"/> Cincinnati Bell | <input type="checkbox"/> Owen Cooperative Electric, Inc. |
| <input type="checkbox"/> Cincinnati/Northern Kentucky International Airport (Kentucky Airport Zoning Commission for height restrictions near the airport) | <input type="checkbox"/> Sanitation District No. 1 |
| <input type="checkbox"/> Duke Energy | <input type="checkbox"/> USDA NRCS/Boone County Conservation District |
| <input type="checkbox"/> Florence Public Services Department | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Kentucky Division of Water | |
| <input type="checkbox"/> Kentucky Transportation Cabinet | |

16. Concept Development Plan Jurisdiction/Location (check all that apply):
 Unincorporated Boone Florence Walton Union

17. Waiver of 60 Day Time Requirement by Originator for Final Planning Commission Action:

In accordance with the provisions of KRS 100.211, the applicant(s) and property owner(s) or originator(s) hereby waive the 60 day time limit for the Boone County Planning Commission to take final action on my (our) Zoning Map Amendment/Concept Development Plan application. This time limit waiver is considered effective immediately upon receipt by the Boone County Planning Commission and expires on _____

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

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

EXHIBIT

“A”

STAFF REPORT

#1

Request of Triple Crown Developers, LLC (owner by contract) for a Zoning Map Amendment from Public Facilities (PF) to Suburban Residential One (SR-1) for a 49.3355 acre site located on the south and east sides of the Count Fleet Drive/Man O' War intersection, south and east of the property at 757 Count Fleet Drive, south of the properties at 11261 through 11317 Longden Way, east of the properties at 801 and 805 Count Fleet Drive and the properties at 12004 through 12056 Jockey Club Drive, and north of the properties at 1004 through 1124 McCarron Lane, Boone County, Kentucky. The request is for a zone change to allow a subdivision for detached single-family dwellings.

December 2, 2020

REQUEST

- A. The submitted request is to rezone approximately 49 acres of the current St. Elizabeth Medical Center property from PF to SR-1. The remaining portion of the St. Elizabeth Medical Center property will be approximately 51 acres.
- B. The applicant is proposing a residential subdivision, as an addition to the Triple Crown Country Club subdivision, containing 125 lots for detached single-family dwellings, public streets, public storm drainage, public water, and public sanitary sewer systems.

SITE HISTORY

1987 The area to the north of the site was rezoned to SR-2/R/PD

Prior
to

1992 Based on information contained in the Boone County GIS, the site was zoned A-2

1990 The 1990 Comprehensive Plan identified the site as Suburban Density Residential

1992 As part of the 1992 zoning ordinance update, the site was zoned PF

1995 The 1995 Comprehensive Plan identified the site as Public/Institutional

APPLICABLE REGULATIONS

- A. Section 308 of the Boone County Zoning Regulations states that before any map amendment is granted, the Planning Commission and legislative body shall use the following criteria:
 - 1. The map amendment is in agreement with the adopted comprehensive plan and any specific study designed to further detail the Boone County Comprehensive Plan for the location in question; or

2. The existing zoning classification is inappropriate and that the proposed zoning classification is appropriate; or
 3. There have been major changes of an economic, physical, or social nature not anticipated in the adopted comprehensive plan that substantially alter the area's character.
- B. Section 930 of the Boone County Zoning Regulations states that “the purpose of the Suburban Residential One district is to provide a low density, residential environment whose dwelling types and densities are typical of a suburban character. It is also to provide limited or passive and active recreational uses that are appropriate to the permitted uses in the district. Suburban Residential One districts will be located on lands within established urban areas where adequate infrastructure facilities and services are available or proposed.”

SITE CHARACTERISTICS

- A. The site contains approximately 49 acres.
- B. The site has approximately 340 feet of frontage along Count Fleet Drive and approximately 145 feet of frontage along Man O' War Boulevard.
- C. The site is currently vacant.
- D. A 100-foot wide overhead electrical transmission easement forms a portion of the eastern boundary of the site and then bisects the northern half of the site.
- E. Sanitary sewer lines run along the east side of Jockey Club Drive, along the north side of McCarron Lane, and through the rear yards of the properties along the south side of Longden Way. An Improvement Plan was approved for a sanitary sewer extension from McCarron Lane to the southern property line of the site.
- F. An 8-inch public water line runs along the south side of McCarron Lane, along the west side of Jockey Club Drive, along the south side of Man O' War Boulevard, along the east side of County Fleet Drive, and along the north side of Longden Way.

ADJACENT LAND USES AND ZONING

- North: Single family residential (SR-2/R/PD/CD)
- South: Single family residential (SR-1)
- East: Vacant land (PF)
- West: Single family residential (SR-1)

RELATIONSHIP TO COMPREHENSIVE PLAN

- A. Our Boone County – Plan 2040 “2040 Future Land Use Plan” designates the site as

Public/Institutional, which is defined as government offices, schools, libraries, churches, cemeteries, fairgrounds, maintenance areas, etc.

- B. Our Boone County – Plan 2040 "2040 Future Land Use Plan" designates the areas to the north, south, and west of the site as Suburban Density Residential, which is defined as single-family housing of up to four units per acre.
- C. The following Our Boone County – Plan 2040 Goals and Objectives apply to this application:
1. Boone County shall strive to achieve diversity and balance in land use while protecting natural resources and natural systems (Overall Goal A, Objective 3).
 2. Land uses and zoning decisions shall strive to balance the rights of landowners with the rights of neighbors and the community (Overall Goal A, Objective 4).
 3. Development policies shall not discriminate against any person (Demographics Goal A, Objective 1).
 4. The needs of an aging population (e.g., access to services, transportation, and support networks) shall be acknowledged and addressed (Demographics Goal A, Objective 2).
 5. Promote quality of life amenities to retain current residents and attract new residents in order to have a stable and diversified population (Demographics Goal A, Objective 3).
 6. Provide appropriate services, housing, employment, and shopping opportunities in order to meet the needs of the population in all geographic areas of the County (Demographics, Goal A, Objective 4).
 7. A broad range of housing opportunities shall be provided to meet the needs and desires of all household types and shall be balanced with affordability, employment centers, commercial areas, and educational needs (Demographics Goal B, Objective 1).
 8. Home ownership shall be encouraged and incentivized as well as redevelopment and renovation of deteriorating housing stock (Demographics Goal B, Objective 3).
 9. Residential developments shall be evaluated for impact on infrastructure, environment, health and safety considerations, buffering, and design with secondary consideration given to dwelling unit type and density (Demographics Goal B, Objective 4).
 10. Residential developments shall be encouraged to plan and build in a manner compatible with the general housing density and design planned for the area, with the existing conditions of the site, and significant site features (Demographics Goal B, Objective 8).

11. Development shall attempt to utilize existing topography and vegetation (including mature trees where possible) and preserve the existing character of the land where practical (Environment Goal A, Objective 7).
12. Public facilities and services shall be in locations that are accessible to the population being served (Public Facilities Goal A, Objective 7).
13. Diversified health care and emergency facilities shall be promoted at accessible locations (Public Facilities Goal A, Objective 15).
14. Proper vehicular and pedestrian access to adjoining property shall be provided and/or retained when a property develops or redevelops (Transportation Goal B, Objective 6).

D. The following are excerpts from Our Boone County – Plan 2040:

1. New residential development, regardless of the type, should be evaluated for its impact on the county's existing infrastructure and natural environment to ensure that it fits in with existing surrounding development through proper buffering and design. High density developments should be close to thoroughfares and urban services and be sensitively developed in terms of building height, setbacks, mass, and visual impact. A variety of housing opportunities within the established urban (and suburban) areas of Boone County would encourage mixing of different income levels. Most new construction of typical single-family housing should be encouraged to occur within undeveloped areas within the established suburban portion of the county in order to take advantage of existing infrastructure and services already in place and avoid placing strain on the more rural transportation network in the undeveloped portions of the county. Consideration must be given to existing conditions that may affect new development in established areas such as adjoining land uses and proximity to the Cincinnati-Northern Kentucky International Airport where commerce and airplane noise may be an issue (Demographics, Conclusions and Recommendations, Housing Types and Locations, pages 19-20).
2. Existing and planned water, stormwater, and sanitary sewer services influence the locations of new residential construction. However, just because one form of public infrastructure exists or has been improved, does not automatically mean the area is ready for suburban development. Other forms of infrastructure may also be needed or improved first. Development phasing is an option to ensure that the timing of a new development corresponds with the provision of adequate infrastructure (Demographics, Conclusions and Recommendations, Housing Types and Locations, page 20).
3. With increasing traffic congestion on the interstates, increased air traffic, increased resident population and daytime employee population of Boone County, a trauma unit will be necessary to deal with potentially large emergencies. This unit should be located near I-75 in the Florence area. Currently, trauma situations are flown by helicopter to the trauma unit at

University Hospital in Cincinnati. There are currently 2 heliports in Boone County; one at St. Elizabeth Hospital in Florence, and the UC Health Heliport behind the Walton Fire Station in the Walton Towne Center. Several urgent care facilities have been locating across the region which provides 24- hour care that may not be deemed an emergency. It is anticipated that these facilities will continue to appear in Boone County. As the county's residential growth extends to the south and west, the placement of additional diversified medical services will have to reflect this growth pattern and be located at accessible locations. There is the potential to expand public health care facilities due to the growing and aging population as well as with business expansion (Public Facilities, Health Care, page 78).

4. The Boone County Subdivision Regulations contain specific criteria for evaluating potential street connections between developments and adjoining property. The Boone County Planning Commission maintains conceptual maps and a GIS layer of possible future street connections for public review as well as to assist the Planning Commission in the development plan review process. These are working maps that change as communities develop. In addition to already planned improvements, certain geographic areas must develop both an interconnected collector and local street system as well as improved routes or connections to the interstate system. Some of these connections will be developer-built. The recommended connections listed in the Boone County Transportation Plan are in addition to the existing GIS street connection layer information being used on a daily basis. Individual building lot access to these connector routes should not occur and the connectors should be designed to serve side streets. Existing examples include Oakbrook Drive, Wetherington Boulevard, Fox Run Drive, Triple Crown Boulevard, Hanover Boulevard, Thornwilde Drive, and Grand National Boulevard. Some connections may need to be three lanes in order to adequately serve turning movements. These planned connections are based on future land use planning and are important for the 2040 Future Land Use Plan to develop property. Details regarding the recommended connections can be found in the 2017 Boone County Transportation Plan (Transportation, Street Connections, page 88).
5. Developments in Boone County should begin with an assessment of existing site features to determine positive and useful attributes, as well as features that 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. Development plans should identify such areas, and delineate disturb limits to protect those areas that have been defined. Open Space and Cluster subdivision designs should be considered to blend new subdivisions in with areas that have a rural character (land Use, Future Land Use Development Guidelines, Utilization of Existing Vegetation and Topography, page 95).
6. 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 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 2040 Future Land Use Map and also affect the Boone County Zoning Regulations (Land Use, Description and Purpose of Land Use Maps, 20 – Union, page 137).

7. Triple Crown sets a good example with its central, limited access boulevard that connects two state-maintained roadways (Frogtown Road and Richwood Road). Significant improvements to roadways will be needed to support extensive growth. Future development in this area should be sensitively designed to minimize impact on existing low density residential land uses, and connecting routes that take traffic off existing roadways should be encouraged (Land Use, Description and Purpose of Land Use Maps, 20 – Union, page 137-138).
 8. St. Elizabeth Hospital owns property (93 acres) near the Richwood Road entrance to Triple Crown subdivision that could develop as a health center and should also be sensitive in design to the surrounding residential land uses. In addition, consideration must be given to whether or not Richwood Road can adequately handle the traffic impact of such a use. Improvements to Richwood Road must be completed prior to this property developing into such a use (Land Use, Description and Purpose of Land Use Maps, 20 – Union, page 138).
 9. New subdivisions should be developed with connecting roads providing alternative routes for residential traffic and decreasing the impact on major roadways. Road connections should include multi-modal elements such as paths, bike lanes, and bus stops to help make Union more pedestrian-oriented. Wetherington Boulevard is an example (Land Use, Description and Purpose of Land Use Maps, 20 – Union, page 138).
 10. Triple Crown Subdivision provides an important road connection between Richwood Road and Frogtown Road. Other connections between Richwood Road and Frogtown Road need to occur (Land Use, Description and Purpose of Land Use Maps, 20 – Union, page 138).
- E. Count Fleet Drive and Man O' War Boulevard are county maintained roadways providing for two-way traffic within two driving lanes. Within the vicinity of the site, the roadway has a pavement width of approximately 28 feet within a 50 foot right-of-way. There is a six (6) foot wide sidewalk/bike path along the south and east sides of the roadway.

CONCEPT PLAN

- A. The submitted Concept Development Plan indicates the following:
 1. Provision for 125 lots, at a density of 2.53 units per acre.
 2. Provision of a public street system within a fifty (50) foot right-of-way.
 3. Access via the current intersection of Court Fleet Drive with Man O' War Boulevard.
 4. Provision of a street connection to the remainder of the St. Elizabeth Medical Center property.
 5. Provision for an approximate 1.2 acre HOA Green Space lot.

ADDITIONAL INFORMATION SUBMITTED BY APPLICANT

- A. The applicant has submitted photographs showing the type of dwelling units that will be constructed on the site.

STAFF COMMENTS

- A. The findings necessary for granting a zoning map amendment are:
1. The map amendment is in agreement with the adopted comprehensive plan and any specific study designed to further detail the Boone County Comprehensive Plan for the location in question; or
 2. The existing zoning classification is inappropriate and that the proposed zoning classification is appropriate; or
 3. There have been major changes of an economic, physical, or social nature not anticipated in the adopted comprehensive plan that substantially alter the area's character.

The applicant needs to address which of the above findings is relevant to this request.

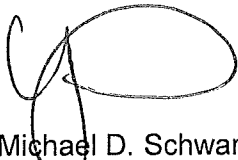
- B. The existing Triple Crown Country Club Subdivision, adjacent to the site, has developed at a density of 2.70 dwelling units per acre.
- C. The average building footprint of the houses that are adjacent to the site in question measures fifty (50) in width by fifty-three (53) feet in depth. Based on the lot layout and the location of the 150-foot wide overhead electric easement, and given the required setbacks of the SR-1 district, placing a house on lots 48 and 62 will be problematic without variance(s). The applicant should address how they intend to construct a typical home on these lots, given the above mentioned constraints.
- D. Count Fleet Drive and Man O War Boulevard were constructed without curbs. Longden Way, Jockey Club Drive, and McCarron Lane have been constructed with roll curbs. The applicant should identify the street profile that is to be provided in the proposed development.
- E. An inter-departmental email was sent to Boone County Public Works, Boone County Schools, Sanitation District No. 1, and the Walton Fire District requesting comments pertaining to the submitted application.
1. Mike Ford, Director of Pupil Personnel, Boone County Schools sent an email stating that due to the student population at Gray Middle School and Ryle High School, any residential development in this area will strain the infrastructure of these schools that are currently over capacity. To alleviate this situation, they would request that the proposed development be phased.
- F. Staff has received an email from an adjacent property owner (Keith and Debra Wertman)

stating that there should be a landscape buffer/setback requirement between the patio homes of Saratoga Springs and the proposed development.

CONCLUSION

- A. The request for the proposed zoning map amendment needs to be evaluated by the Boone County Planning Commission and Boone Fiscal Court in terms of Kentucky Revised Statute (KRS) 100.213, Article 3 of the Boone County Zoning Regulations, the appropriate planning documents noted herein, and the potential impacts on existing and planned uses in the area.

Respectfully submitted,



Michael D. Schwartz
Planner

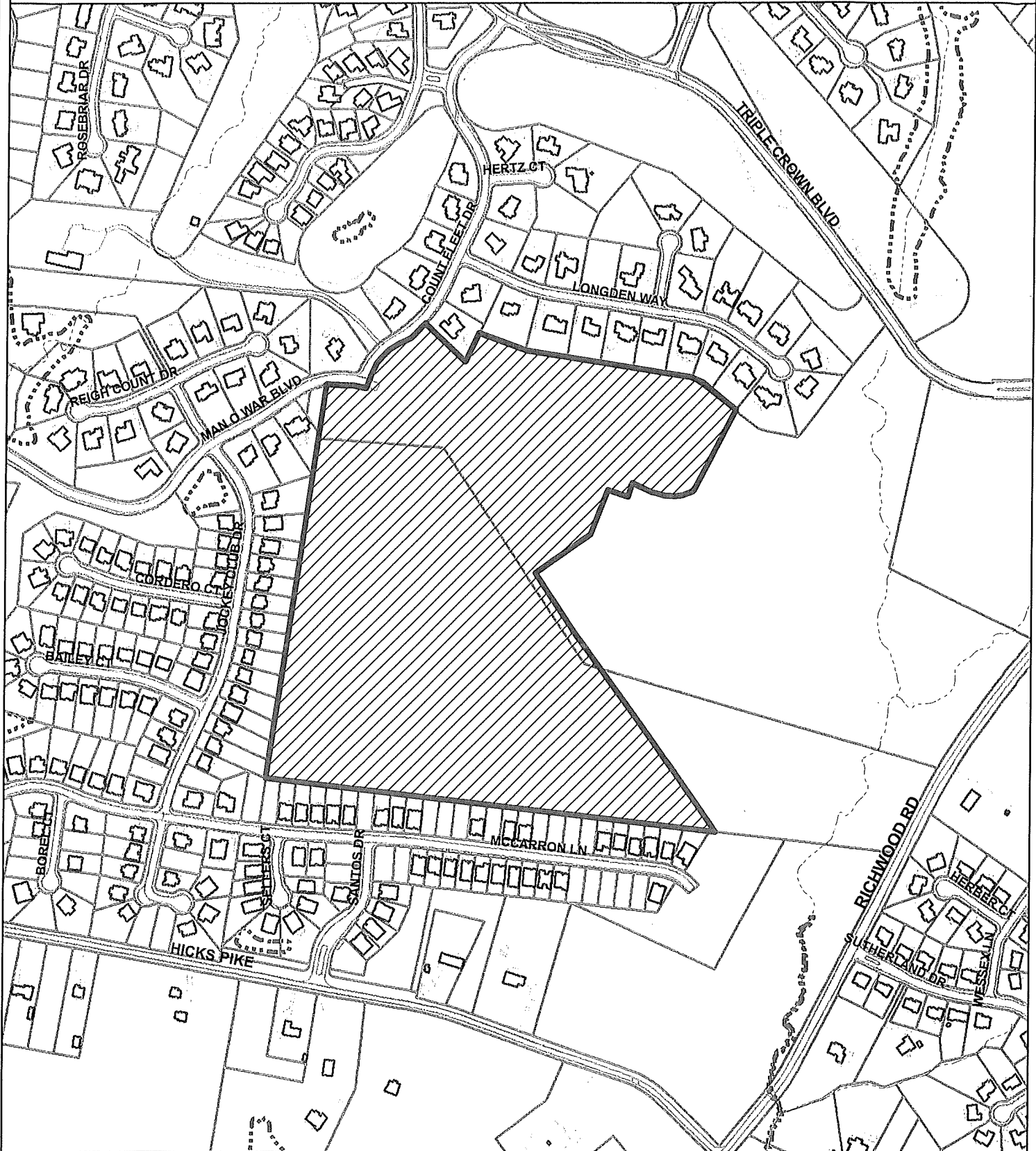
MDS/ss

Attachments:

- *Vicinity Map
- *Aerial Map
- *Topographical Map
- *Zoning Map
- *2040 Future Land Use Map
- *Application
- *Concept Plan
- *Photographs of typical houses
- *Email from Mike Ford, Boone County Schools (11/18/20)
- *Email from Keith and Debra Wertman (11/23/20)

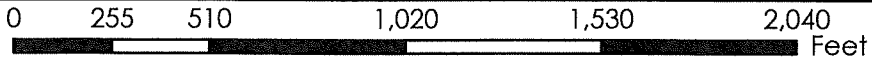
Vicinity Map

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1 inch = 500 feet

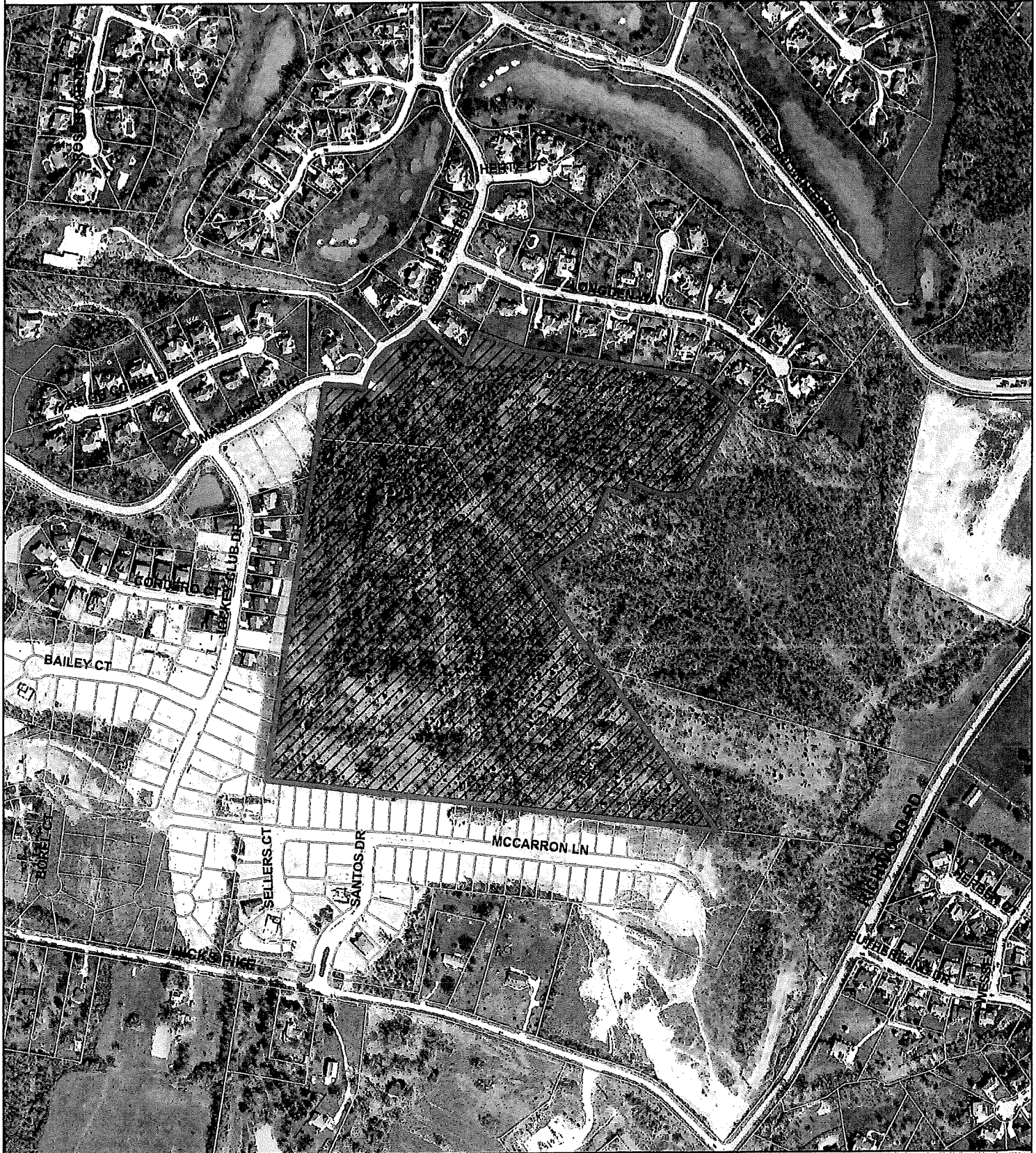


Boone County GIS - Putting Northern Kentucky on the Map



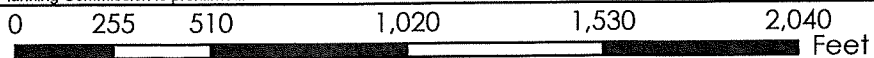
Aerial Map

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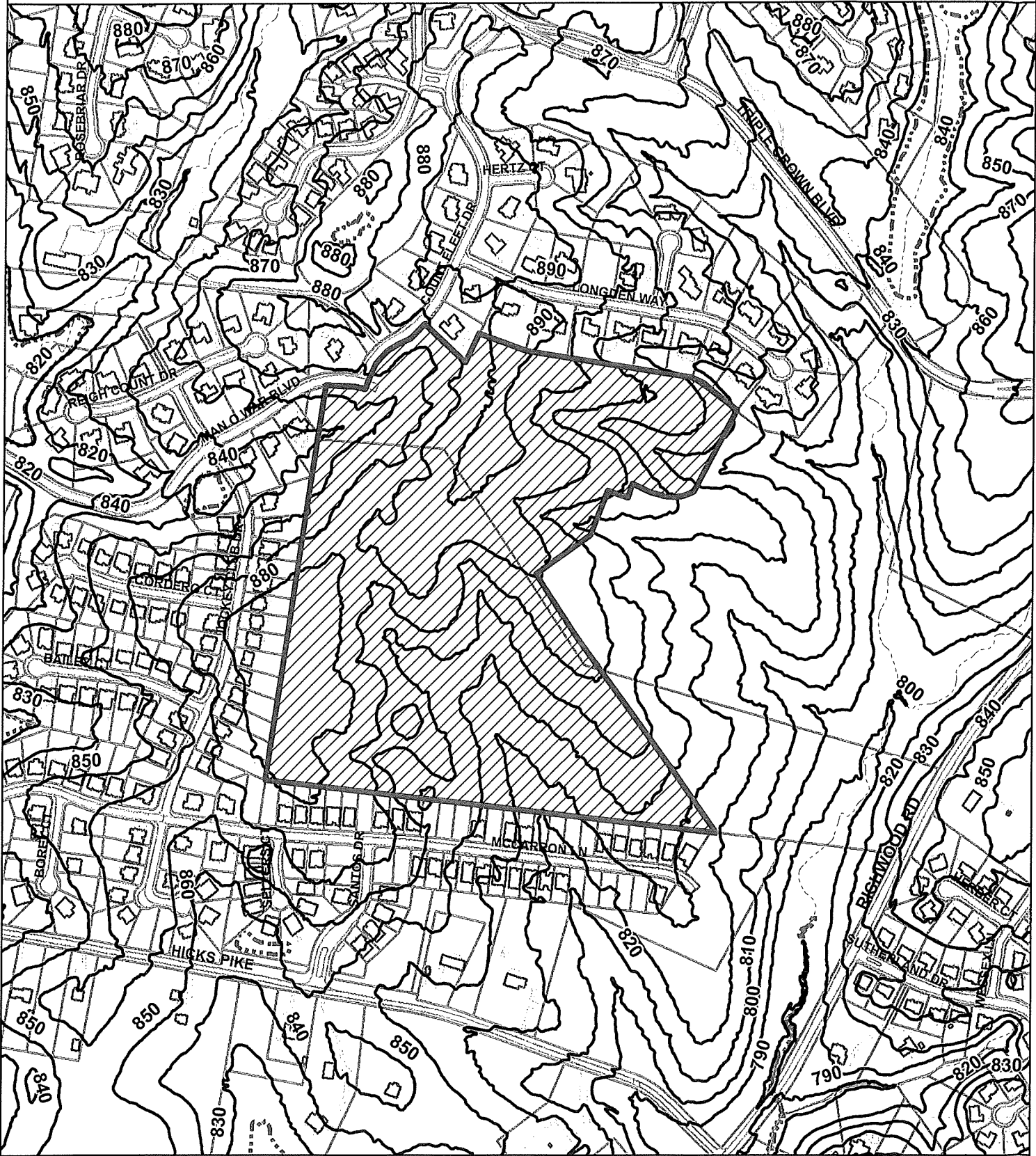
Boone County GIS - Putting Northern Kentucky on the Map

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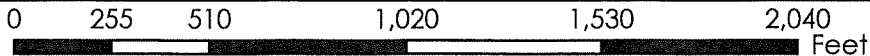
Topographical Map

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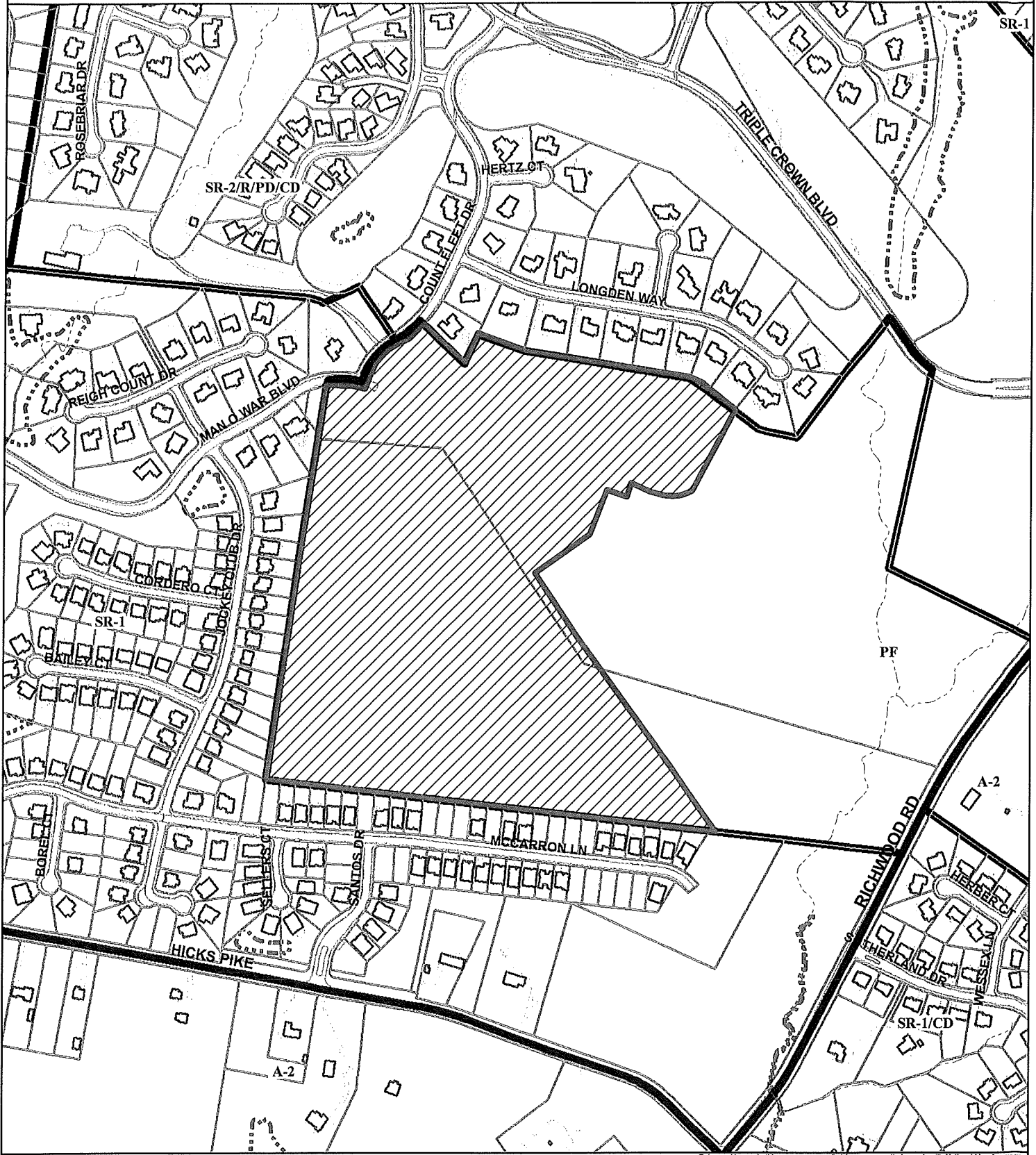
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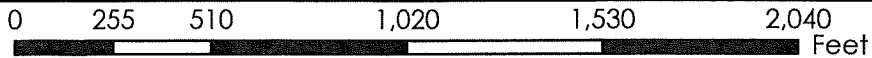
Zoning Map

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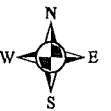
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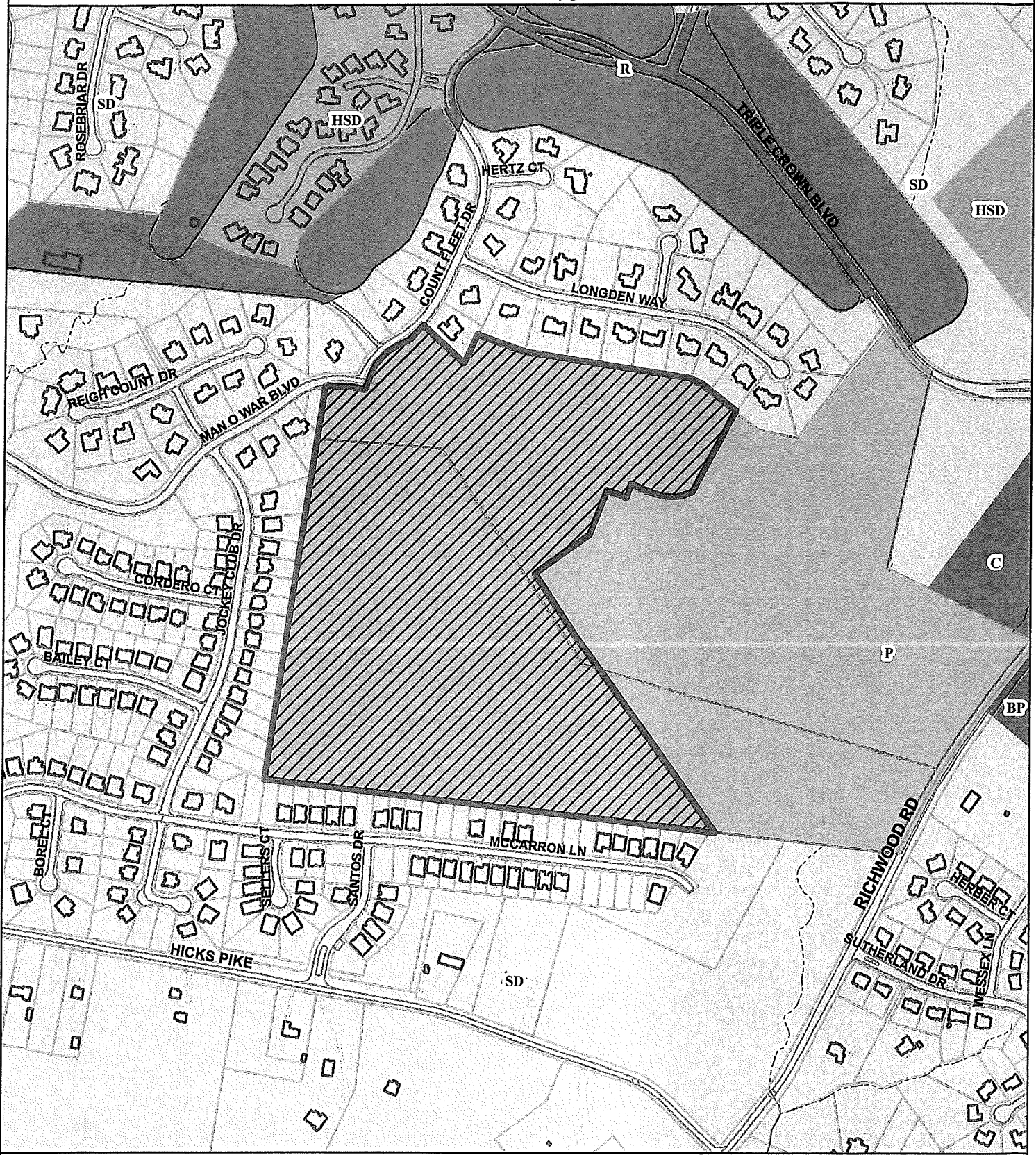


Boone County GIS - Putting Northern Kentucky on the Map



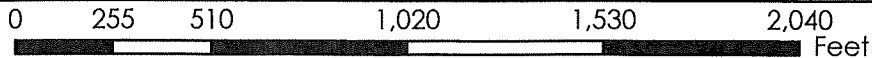
2040 Future Land Use Map

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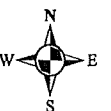
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Boone County GIS - Putting Northern Kentucky on the Map



12. Deed Book 419 & 444 Page 9 & 30 2064
Deed Book Page Number Group Number

13. Have you had a pre-application meeting with the BCPC staff: Yes No

14. Have you submitted a Concept Development Plan: Yes No

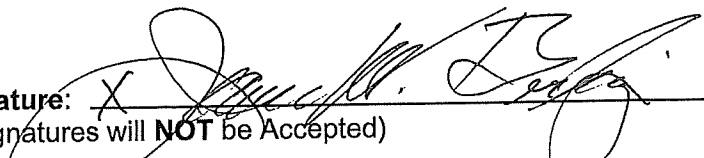
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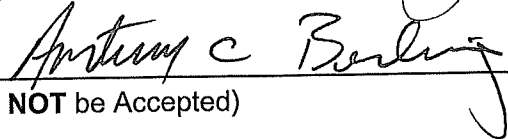
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16. Concept Development Plan Jurisdiction/Location (check all that apply):
 Unincorporated Boone Florence Walton Union

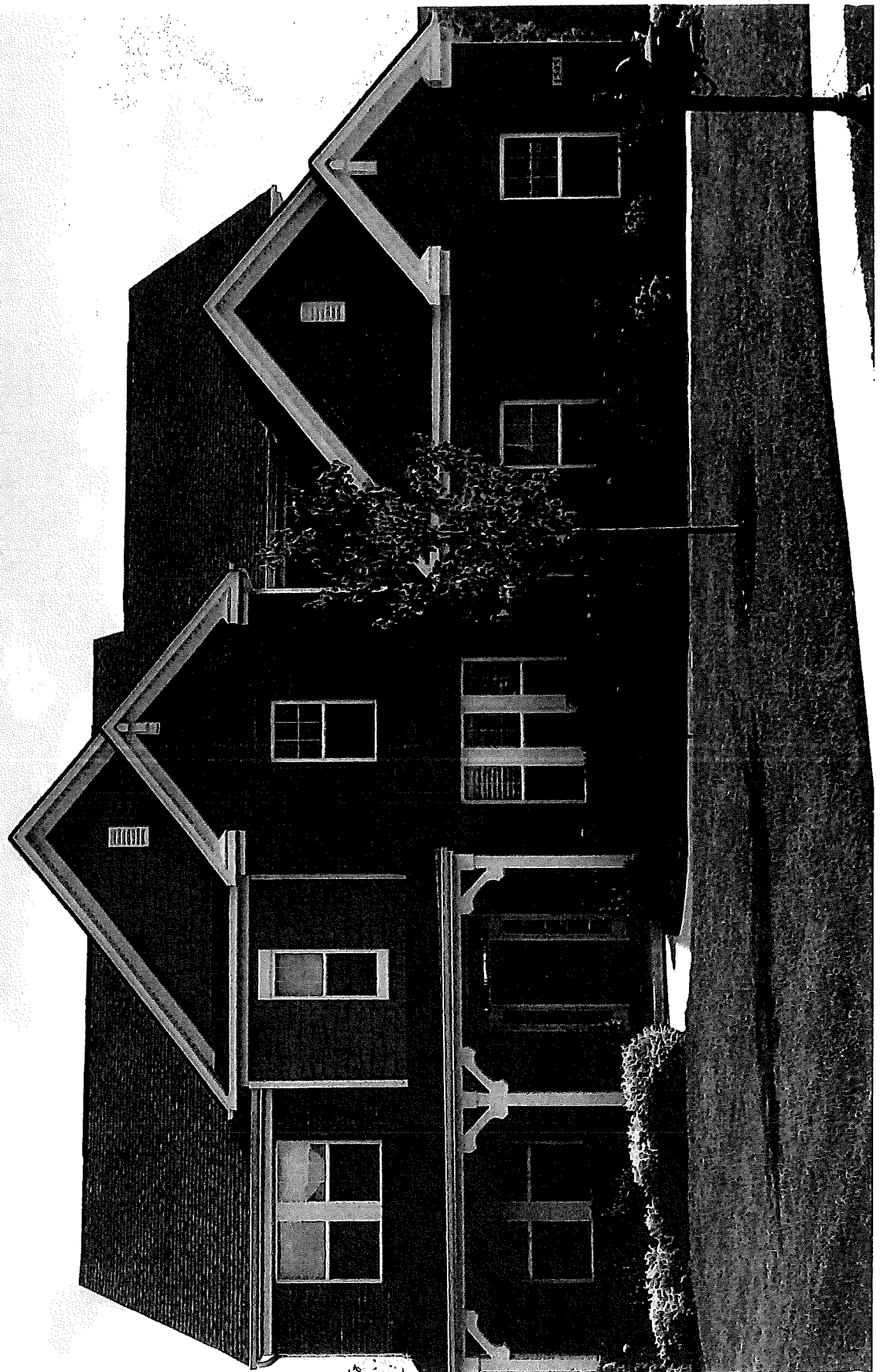
17. Waiver of 60 Day Time Requirement by Originator for Final Planning Commission Action:

In accordance with the provisions of KRS 100.211, the applicant(s) and property owner(s) or originator(s) hereby waive the 60 day time limit for the Boone County Planning Commission to take final action on my (our) Zoning Map Amendment/Concept Development Plan application. This time limit waiver is considered effective immediately upon receipt by the Boone County Planning Commission and expires on _____

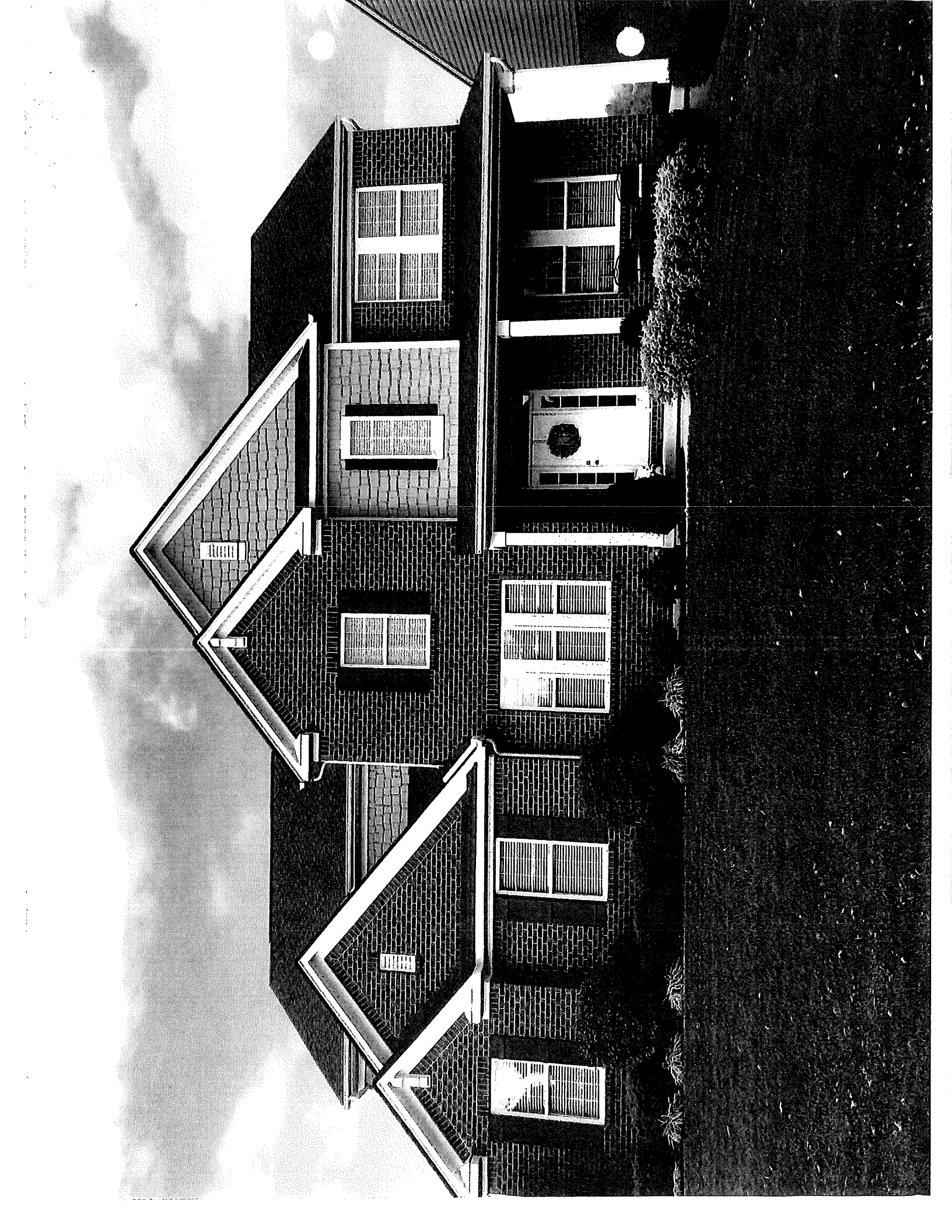
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(Faxed, Photocopied or Scanned Signatures will **NOT** be Accepted)

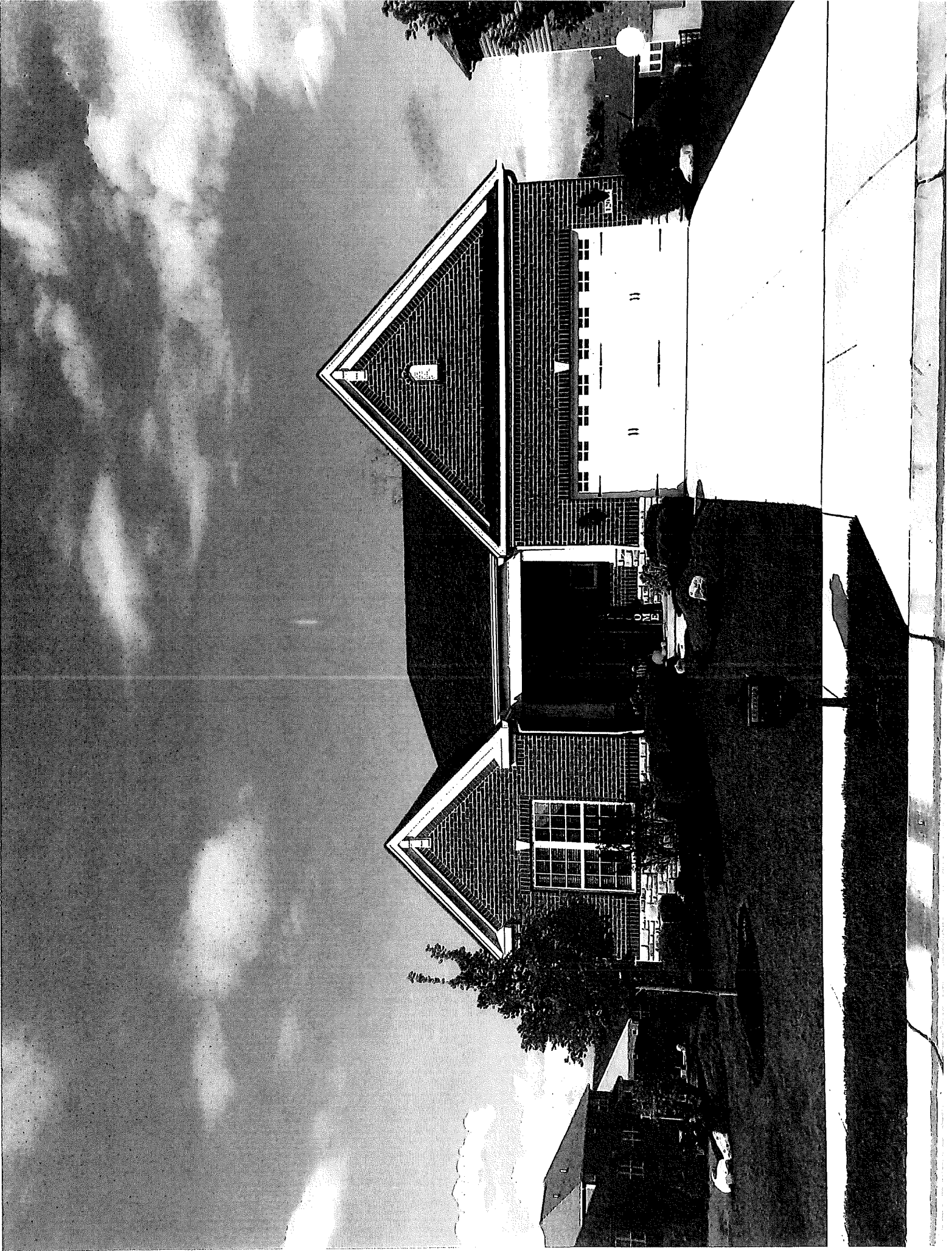
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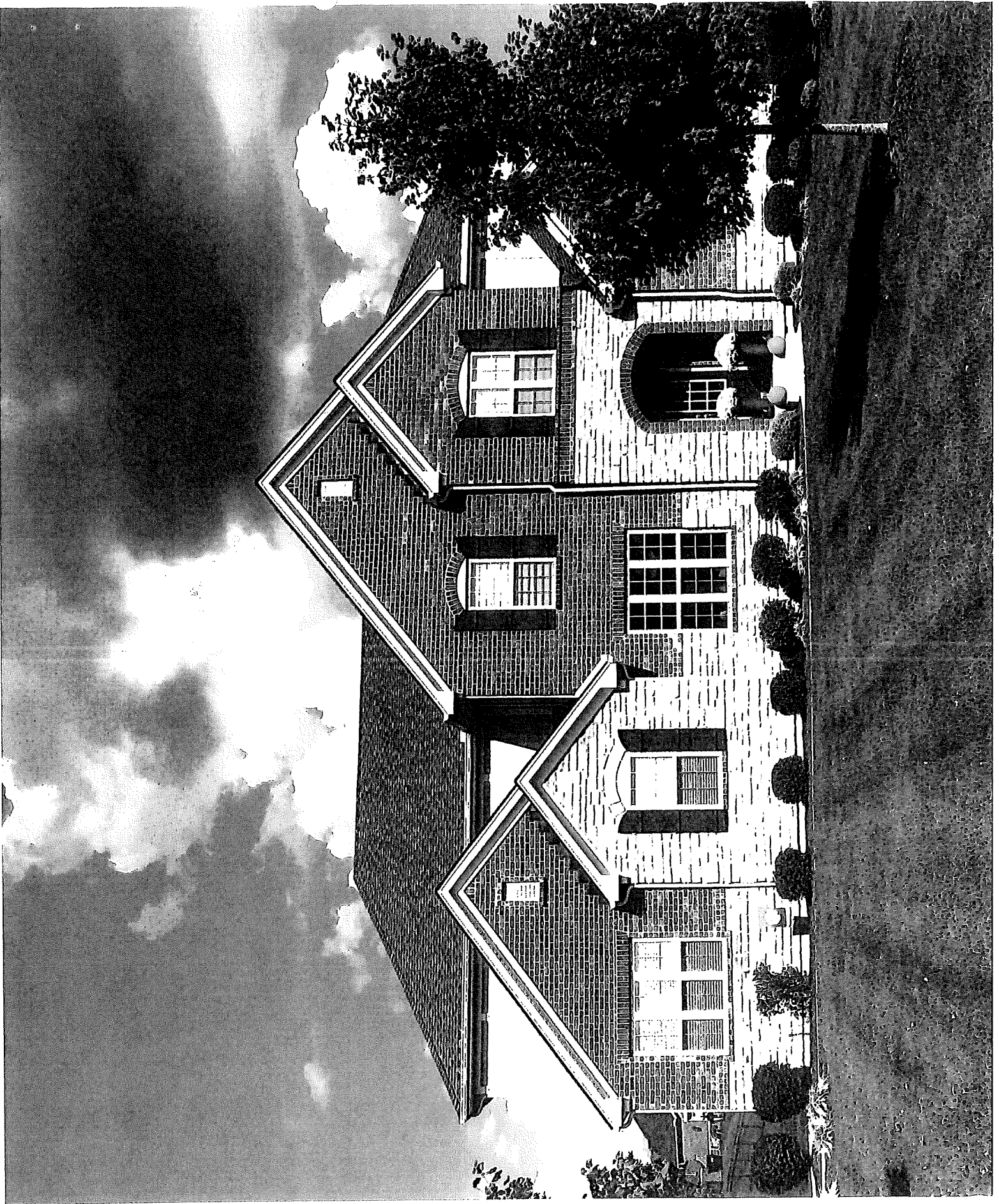












Michael Schwartz

From: Ford, Mike <mike.ford@boone.kyschools.us>
Sent: Wednesday, November 18, 2020 11:52 AM
To: Michael Schwartz
Cc: Turner, Matthew - Superintendent; McArtor, Eric; Poiry, Michael
Subject: RE: Zoning Map Amendment - Triple Crown Addition

EXTERNAL MESSAGE

Michael,

Thank you very much for meeting with me today and walking me through the concept plan for this project. After speaking with you and reviewing the material that you provided to me regarding this project, please note that Boone County Schools does wish to request that this project be phased in due to the student population impact that this project will have on our schools in this area. Currently, Gray Middle School has a student population of over 1000 students, and Ryle High School is closing in on a student population of close to 2000 students. Any residential development in this area will strain the infrastructure of these schools that are currently over capacity. Based on these current logistical matters, the school district needs for this project to be phased in so that we can absorb the influx of students that will be generated by the development in a timely manner so as not to create any further strain on these schools.

On behalf of Mr. Turner, Superintendent of Schools, we do appreciate your office informing the school district of this project and for allowing the school district to provide input. As always, we look forward to the on-going working relationship between Boone County Schools and the Planning and Zoning Office.

Sincerely,

Mike Ford

Director of Pupil Personnel
Boone County Schools
8330 US 42
Florence, KY 41042
(office) 859-282-2379
(cell) 859-444-7193
mike.ford@boone.kyschools.us



From: Michael Schwartz <mschwartz@boonecountyky.org>
Sent: Thursday, November 5, 2020 7:04 AM
To: 'jonlbrown@hotmail.com' <jonlbrown@hotmail.com>; Robert Franxman <rfranxman@boonecountyky.org>; Daniel

Menetrey <dmenetrey@boonecountyky.org>; Ford, Mike <mike.ford@boone.kyschools.us>; 'aamon@sd1.org' <aamon@sd1.org>; 'ghaggard@sd1.org' <ghaggard@sd1.org>; 'joey.vest@waltonfireky.com' <joey.vest@waltonfireky.com>

Subject: Zoning Map Amendment - Triple Crown Addition

EXTERNAL MESSAGE

We are in receipt of a zoning map amendment application to change the zoning of the St. Elizabeth property from PF to SR-1. The applicant would like to develop an addition to Triple Crown Country Club, providing for 125 detached single family residential lots.

If you would like to provide comments to the planning commission, please forward them to me no later than Friday, November 20, 2020, for inclusion in our staff report.

Michael D. Schwartz, Planner



BOONE COUNTY
PLANNING COMMISSION

2950 Washington Street, Room 317
Burlington, Kentucky 41005
(P) 859-334-2196 (F) 859-334-2264

Michael Schwartz

From: Sara Smith
Sent: Monday, November 23, 2020 2:43 PM
To: Michael Schwartz
Subject: FW: Triple Crown CC Rezoning to SR-1
Attachments: Saratoga Springs.docx

From: Debi [mailto:mybimmerdebi@gmail.com]
Sent: Monday, November 23, 2020 2:12 PM
To: Planning Commission General Account
Cc: Keith-ICE Wertman; Debi Wertman
Subject: Triple Crown CC Rezoning to SR-1

EXTERNAL MESSAGE

Attached, you will find a letter addressing our concerns regarding the proposed rezoning from PF to SR-1 for the 49.3355 acre site at the intersection of Count Fleet Dr & Man O'War Blvd in Union, KY.

Thank you for your time and consideration.

Keith and Debra Wertman
1088 McCarron Lane
Union, KY 41091
623.695.2528

Sent from Mail for Windows 10

November 23, 2020

Mr. Michael Schwartz
Planner
Boone County Planning Commission
Boone County Administration Building
2950 Washington Street, Room 317
PO Box 958
Burlington, KY 41005

Dear Mr. Schwartz,

We are writing to you today in response to the November 16, 2020 letter regarding the zone change request from Public Facilities to Suburban Residential One by Triple Crown Developers, LLC for the 49.3355 acre site located in the vicinity of Count Fleet Drive, Longden Way, Jockey Club Drive and McCarron Lane in Boone County, KY.

As homeowners of a patio home in the Saratoga Springs subdivision and whose property will adjoin the proposed development, we have concerns backing to larger multi-story homes which more than likely, will have less restrictive Home Owners Association (HOA) Covenants, Conditions and Restrictions than the Saratoga Springs HOA.

If the Planning Commission does approve the rezoning, we ask that you please consider adding a treed buffer zone and setback requirements between the patio home division and the larger single family lots to give our community some sort of continued uniqueness. We were sold on the Saratoga Springs division because it is a smaller low maintenance, professionally managed, lock and leave style of home.

Thank you for taking the time to hear our concerns.

Respectfully,

Keith and Debra Wertman
1088 McCarron Lane (TCSS-LOT10)
Union, KY 41091

EXHIBIT

“B”

ZONE CHANGE/CONCEPT PLAN COMMITTEE REPORT

TO: Boone County Planning Commission

FROM: Kim Patton, Chairman

DATE: January 6, 2021

RE: Request of **Triple Crown Developers, LLC (owner by contract)** for a Zoning Map Amendment from Public Facilities) to Suburban Residential One (SR-1) for a 49.3355 acre site located on the south and east sides of the Count Fleet Drive/Man O' War intersection, south and east of the property at 757 Count Fleet Drive, south of the properties at 11261 through 11317 Longden Way, east of the properties at 801 and 805 Count Fleet Drive and the properties at 12004 through 12056 Jockey Club Drive, and north of the properties at 1004 through 1124 McCarron Lane, Boone County, Kentucky. The request is for a zone change to allow a subdivision for detached single-family dwellings.

REMARKS:

We, the Committee Members were present via live teleconference at the Committee Meeting, and recommend approval of the above referenced zoning map amendment request based on the following findings of fact and with the following conditions:

FINDINGS OF FACT:

1. The proposed SR-1 district is appropriate and the existing PF district is inappropriate.

The existing PF district allows a variety of intense uses, including schools, hospitals, medical offices, elderly housing and nursing homes. These uses would be out of character adjacent to single-family residential dwellings at a density of 2.7 dwelling units per acre.

The proposed SR-1 district, along with the submitted Concept Development Plan, would allow the development of 125 detached single-family dwellings at a density of 2.53 units per acre. This type of development is compatible with the existing development located to the north, south, and west of the site.

The current comprehensive plan identifies the site for Public/Institutional uses predominantly due to the fact that the property is owned by St. Elizabeth Medical Center. The proposed rezoning of the site will leave St. Elizabeth Medical Center with approximately 51 acres of land. This amount of land will be sufficient to provide for the future medical needs of the population, as envisioned in the comprehensive plan.

2. The existence of the 100 foot wide utility easement, which runs diagonally through the current St. Elizabeth property, could make development of the property disconnected. Since no buildings are allowed within the utility easement, the eastern and western portions of the property will appear to be separate developments as opposed to a unified development.

The site in question incorporates the area to the west of the utility easement and that portion of the property abutting the residential dwellings on the south side of Longden Way. The land area of the site in question, once developed, will appear to be an extension of the existing Triple Crown subdivision.

3. The proposed request will provide for a land use and density that is consistent with the surrounding area. Areas adjacent to the site have/are developed with detached single-family residential dwellings at a density of 2.7 units per acre. The proposed development will be detached single-family residential dwellings at a density of 2.53 units per acre.
4. There is an existing tree line located to the west of lots 90-93 and a berm to the west of lots 79-89. A berm exists to the south of lots 76-78. These existing conditions will provide a sufficient buffer between the back yards of the existing homes and those proposed as part of this submittal.
5. The revised concept plan indicates a ten (10) foot wide landscape easement along the rear lot lines of lots 67-75. This is equal to a Buffer Yard A, as defined in the Boone County Zoning Regulations. This area will provide a sufficient buffer between the back yards of the existing homes and those proposed as part of this submittal.
6. The Committee has concluded that the attached conditions are necessary to achieve consistency with the specific goals, objectives, and policies of Our Boone County – Plan 2040 and to mitigate foreseeable community impacts that may be created by the development. The property owner has signed a letter demonstrating agreement with these conditions.

CONDITIONS:

1. Development shall follow the Revised Concept Plan received by the Boone County Planning Commission on December 8, 2020, except as modified by the conditions contained herein.
2. Development shall be phased as follows:
 - a. Phase I – 20.6335 acres containing lots 1-38, 77-98, and 1 (north of easement)
 - b. Phase II – 13.8164 acres containing lots 39-76
 - c. Phase III – 14.8856 acres containing lots 22-29 and 2-21 (north of easement)
3. The specific development of the HOA green space lot shall be submitted as part of any Improvement Plan that shows the lot.
4. Within the proposed ten (10) foot wide landscape easement, the developer shall provide landscaping that is consistent with the photographs shown at the Committee meeting. A landscape plan shall be submitted as part of any Improvement Plan that shows the landscape easement.

ZONE CHANGE/CONCEPT PLAN COMMITTEE REPORT
Triple Crown Addition (Triple Crown Developers LLC)
January 6, 2021
Page 3

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/Concept Development Plan Committee Vote.

ZONE CHANGE/CONCEPT PLAN COMMITTEE VOTE

TO: Boone County Planning Commission

FROM: Kim Patton, Chairman

DATE: December 16, 2020

ZONING MAP AMENDMENT – Kim Patton, Chairman, Michael Schwartz, Staff

1. Request of **Triple Crown Developers, LLC (owner by contract)** for a Zoning Map Amendment from Public Facilities (PF) to Suburban Residential One (SR-1) for a 49.3355 acre site located on the south and east sides of the Count Fleet Drive/Man O' War intersection, south and east of the property at 757 Count Fleet Drive, south of the properties at 11261 through 11317 Longden Way, east of the properties at 801 and 805 Count Fleet Drive and the properties at 12004 through 12056 Jockey Club Drive, and north of the properties at 1004 through 1124 McCarron Lane, Boone County, Kentucky. The request is for a zone change to allow a subdivision for detached single family dwellings.

REMARKS:

We, the Committee Members were present via live video teleconference 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.

Viz Teleconference
Kim Bunger
For Project Absent
Against Project
Abstain Deferred

Lori Heilman (Alternate)
For Project Absent
Against Project
Abstain Deferred

Viz Teleconference
Janet Kegley
For Project Absent
Against Project
Abstain Deferred

Steve Turner (Alternate)
For Project Absent
Against Project
Abstain Deferred


Rick Lunnemann
For Project Absent
Against Project
Abstain Deferred

Randy Bessler (Alternate)
For Project Absent
Against Project
Abstain Deferred

Viz Teleconference
Kim Patton (Chairman)
For Project Absent
Against Project
Abstain Deferred

Katie Nolan (Alternate)
For Project Absent
Against Project
Abstain Deferred

Brad Shipe
For Project Absent
Against Project
Abstain Deferred



Recorded Vote by Michael Schwartz, Planner

TOTAL: _____ DEFERRED 3 FOR PROJECT 2 ABSENT
_____ AGAINST PROJECT _____ ABSTAIN

**BOONE COUNTY PLANNING COMMISSION
VIA LIVE VIDEO TELECONFERENCE
BURLINGTON, KENTUCKY
PUBLIC HEARINGS
DECEMBER 2, 2020
7:30 P.M.**

Chairman Rolfsen opened the Public Hearing at 7:42 p.m. and welcomed everyone to the Planning Commission's December 2, 2020 Public Hearing via Live Video Teleconference.

COMMISSION MEMBERS PRESENT:

Mr. Randy Bessler
Mr. Kim Bungler, Secretary/Treasurer
Ms. Corrin Gulick
Mr. Steve Harper
Mrs. Lori Hellman
Mrs. Janet Kegley
Mr. Rick Lunnemann
Mr. Don McMillian
Mrs. Katie Nolan
Mr. Kim Patton, Vice Chairman
Mr. Charlie Rolfsen, Chairman
Mr. Bob Schwenke
Mr. Brad Shipe
Mr. Tom Szurlinski
Mr. Steve Turner, Temporary Presiding Officer

COMMISSION MEMBERS NOT PRESENT:

LEGAL COUNSEL PRESENT:

Mr. Dale T. Wilson

STAFF MEMBERS PRESENT:

Mr. Kevin P. Costello, AICP, Executive Director
Mr. Todd K. Morgan, AICP, Senior Planner
Mr. Michael D. Schwartz, Planner
Mr. John Harney, GISP, GIS System Administrator

Chairman Rolfsen introduced the first item on the Agenda at 7:42 p.m.

ZONING MAP AMENDMENT - Michael Schwartz, Staff

Request of **Triple Crown Developers, LLC (owner by contract)** for a Zoning Map Amendment from Public Facilities (PF) to Suburban Residential One (SR-1) for a 49.3355 acre site located on the south and east sides of the Count Fleet Drive/Man O' War intersection, south and east of the property at 757 Count Fleet Drive, south of the properties at 11261 through 11317 Longden Way, east of the properties at 801 and 805 Count Fleet Drive and the properties at 12004 through 12056 Jockey Club Drive, and north of the properties at 1004 through 1124 McCarron Lane, Boone County, Kentucky. The request is for a zone change to allow a subdivision for detached single family dwellings.

Staff Member, Michael Schwartz, presented the Staff Report, which included a PowerPoint presentation. The site is approximately 49 acres and is located at the intersection of Count Fleet Drive and Man O'War Boulevard. In 1987, the area north of this section was rezoned to SR-2/R/PD. Prior to 1992, the site was zoned A-2. The 1990 Comprehensive Plan identified the site as Suburban Density Residential. The site was subsequently rezoned to Public Facilities (PF) as part of the 1992 Zoning Update. In 1995, the Comprehensive Plan was changed to Public/Institutional (P). The remaining portion of the property will be retained by St. Elizabeth Medical Center and contains approximately 43 acres. The site has approximately 340 feet of frontage along Count Fleet Drive and approximately 145 feet of frontage along Man O' War Boulevard. This site is currently vacant and has a 100 foot wide overhead electric transmission easement that forms a portion of the eastern boundary of the site and then bisects the northern half of the site. There is an 8 inch public water line that runs along all of the adjoining streets. The site is currently zoned PF or Public Facilities. Mr. Schwartz identified the surrounding zoning and land uses and the topography of the site. The 2040 Future Land Use Map designates the site as Public/Institutional. Pages 2-6 of the Staff Report refer to text of the Our Boone County – Plan 2040. Count Fleet Drive and Man O' War Boulevard are County maintained roads. There is a 6 foot wide sidewalk/bike path along the south and east sides of these roadways. Mr. Schwartz showed photographs of the site and adjoining properties. The submitted Concept Development Plan shows 125 buildable lots at a density of 2.53 units per acre. There is a provision for a public street system within a 50 foot right-of-way. Access is planned via the current intersection of Count Fleet Drive and Man O' War Boulevard. A street connection to the remainder of the St. Elizabeth Medical Center property is planned. There is also a provision for an approximate 1.2 acre HOA Green Space lot. The applicant has submitted photographs showing the type of dwelling units that will be constructed on the site.

In regards to Staff comments, Mr. Schwartz referenced the findings necessary for granting a Zoning Map Amendment. Staff notes that the existing Triple Crown Country Club Subdivision lots adjacent to the site has developed at a density of 2.70 dwelling units per acre. The average building footprint of the houses that are adjacent to the site in question measures fifty (50) in width by fifty-three (53) feet in depth. Based on the lot layout and the location of the 100-foot wide overhead electric easement, and given the required setbacks of the SR-1 district, placing a house on lots 48 and 62 will be problematic without variance(s). The applicant should address how they intend to construct a typical home on these lots, given the above mentioned constraints. Count Fleet Drive and Man O War Boulevard were constructed without curbs. Longden Way, Jockey Club Drive, and McCarron Lane have been constructed with roll curbs. The applicant should

identify the street profile that is to be provided in the proposed development. An inter-departmental email was sent to Boone County Public Works, Boone County Schools, Sanitation District No. 1, and the Walton Fire District requesting comments pertaining to the submitted application. A comment was received from Boone County Schools. The email stated that due to the student population at Gray Middle School and Ryle High School, any residential development in this area will strain the infrastructure of these schools that are currently over capacity. To alleviate this situation, they would request that the proposed development be phased.

Staff has received an email from an adjacent property owner (Keith and Debra Wertman) stating that there should be a landscape buffer/setback requirement between the patio homes of Saratoga Springs and the proposed development. After the Staff Report was finalized, the Staff received several emails. Mr. Schwartz summarized the comments – What is the cost range of the homes? Will the homes be constructed to the current TCC guidelines? Will these homes be part of the TCC HOA? Who are the planned builders for the area? Will any of the lots be sold separate from the builder? When will they be available for purchase? Given approval, when is the project expected to begin? Will there be any type of buffer such as trees or landscaping for the residents on the north side of McCarron Lane? The site was originally proposed to be open space. The proposed development will put a strain on limited utilities. The additional traffic will be detrimental to safety given the access point to Richwood Road and the use of golf carts. The homes along Jockey Club Drive have a steep hillside behind their property where it will affect the back yards of the new homes. Perhaps, pine trees could be installed as a buffer. The new homes will be too close to the existing homes. This is too much density. Drainage is a concern especially for the lots located along Longden Way. Has there been any studies concerning the displacement of wildlife?

Chairman Rolfsen asked if the applicant was present and wanted to proceed with their presentation?

Mr. Tony Berling, Triple Crown Developers, stated that he has been working with St. Elizabeth for the past 6 months. The overall site is planned to be residential and with some sort of medical office building and/or assisted living facility. St. Elizabeth still doesn't know exactly what they want to build on the site. Mr. Berling showed the phasing plan for the site. It will be 3 phases in a 3 year period. Phase 1 will be 20 acres. Phase 2 will be 13.8 acres and Phase 3 will be 14.8 acres. There will be 128 lots. There will be 75 foot wide lots that will abut Jockey Club and Saratoga Springs. The lots in Jockey Club are 70 foot wide and the lots along Saratoga Springs are 60 foot wide. The proposed lots are wider. The lots that are along Count Fleet are 90 feet wide. There are 2 groups of lots. The two builders will be Fischer Homes and the Drees Company. The 75 foot wide lots will be developed first and then the 90 foot lots. Everything will be brick wrapped. Price range will be a minimum of \$400,000. The project will be phased to help the School District. Chairman Rolfsen asked how the developer will build a house on lots 48, 62 and 65? Mr. Berling responded that the plan is drawn on a 100 scale and he knows he has to meet all of the requirements. He will have to make it work. They may have to lose a lot. In response to the earlier questions offered by Mr. Schwartz, Mr. Berling responded that they will build the streets with rolled curbs. Man O' War Boulevard connects to American Pharoah and then to Richwood Road. All homes will be constructed to TCC guidelines. All of the homes will be part of the TCC HOA. The lots will not be sold separate from the builder. The lots will be available this time next year. The project will begin as soon as possible. The buffer will depend on the topography of each lot. A berm or landscaping

could be installed. The Jockey Club lots are a lot deeper and he questioned why a buffer would be needed? They have a nice berm or buffer already in place. Both sites existing and proposed are residential zones so the uses are compatible. Mr. Berling stated there will be 2 detention ponds built along Longden Way. Lots 73 and 77 will be detention ponds. There won't be any detention going into Saratoga Springs.

At this time, Chairman Rolfsen asked if there was anyone in the audience who wanted to speak in favor or against the Zoning Map Amendment request?

Mr. John Hochstrasser, 11317 Longden Way, stated that he lived on Lot 26. The applicant addressed his storm water concern with the construction of 2 ponds. All the stormwater from Cameron Court empties into the back of Lot 29. He gets 50% of the storm water from Longden Way plus whatever comes off the St. Elizabeth property. It is not some small runoff but rather 3 rivers from the St. Elizabeth area. The back yard of Lot 29 has been unusable since the house was built. He previously submitted this information to Staff. He has lived in the area for 27 years. He tries to keep stormwater out of his weep holes. He can't make any changes because it would affect people upstream. An increase in volume will be detrimental to the existing houses.

Ms. Lori Eggemeier, 12032 Jockey Club Drive, inquired about a buffer between the back of her yard and the back of the proposed lots. Perhaps, it could be pine trees? Who decides this and when will we get it? She needs a little more clarification.

Ms. Mary Finke, 1108 McCarron Lane, asked for a tree buffer. Her lot sits below the planned lots and she prefers not having people look into her windows.

Ms. Heather Heldman, 12024 Jockey Club Drive, stated that even if her lot is deeper, she has one of the steeper inclines. It is flat then it goes up a story in height. They will be looking into their bedroom windows. She is concerned about the effect of this on her property value.

Ms. Karyn Gavzer, 1532 Bailey Court, expressed a concern about increased traffic and property values. The schools are also overburdened.

Mr. John Lorms, 11287 Ross Court, stated that he is a realtor. The project is a great idea. We are expecting this to happen. He suggested wider home sites. There is a need for more space between the lots. It will provide a better value for everybody. The homes will not be cheap. He would like to see more side yard entry and 3 car garage homes. It is the best solution for what that price of land is today. It is better to have housing than big medical buildings that will overlook everyone's house.

Ms. Angie Becraft, 801 Man O' War Boulevard, stated that her house will be the most impacted. She has already sent an email to Staff. The proposed lots need to not only be wider but also deeper. She expressed a concern about stormwater runoff. She has an unsightly culvert in her back yard with water on her lot. She wants to see a drainage plan. The lots at the corner are small and landscaping already exists. It looks nice as a green space. It would be nice to keep the corner as green space. She really thinks drainage is going to be a serious issue.

Ms. Julie Williams, 1036 McCarron Lane, asked if there was a plan to move the utility lines? If they are staying, what is the easement on both sides?

Chairman Rolfsen asked if any Board Members had questions or comments?

Mr. McMillian asked where was the other exit to the development? Mr. Schwartz reviewed the submitted plan. There is only one at the main intersection. The proposed new road is intended to go through the St. Elizabeth property and extend to Richwood Road. Mr. Berling responded there are several ways to get out of Triple Crown Subdivision using Man O' War Boulevard or Count Fleet Drive. Mr. McMillian asked when the extension of the road would be finished? Mr. Berling replied that he doesn't know and he can't control St. Elizabeth. Mr. McMillian explained that if you have a place to get in, you must have a place to get out now. Mr. McMillian asked if there was a temporary solution while St. Elizabeth decides when to build the road? Mr. Berling stated that he thought the Saratoga Springs community would not want the traffic.

Mrs. Kegley asked the applicant to be prepared to discuss in detail the drainage and buffer at the Zone Change Committee Meeting. The residents may want to tune in to the Committee Meeting. We will look at the elevation changes and how it affects the adjoining properties.

Mr. Bunger asked if the applicant could look at the possibility of walls, ponds and other options in order to address the resident's concerns about change to topography and drainage.

Mr. Schwenke noted there is a substantial culvert and ingress located 600 feet west of the Richwood Road/Triple Crown Boulevard intersection. It may be on the St. Elizabeth property. Mr. Berling replied that the curb cut can serve both properties. Mr. Berling responded that they hope to do a joint venture with the hospital. Maybe there is a master plan for the remaining St. Elizabeth property.

Mr. Schwartz responded that the overhead electric easement is 100 feet wide centered on the existing poles. This easement will not be moved. No structure can be built in the easement area – no house, pool, shed, etc. Mr. Berling stated that the easement area is green space. He stated there is over 4,000 feet of adjoining property owners. To landscape all of it is a tremendous expense. Maybe some of the area could be landscaped.

Seeing no further questions or comments, Chairman Rolfsen announced that the Committee Meeting for this item will be on December 16, 2020 at 5:00 P.M. via Live Video Teleconference. This item will be on the Agenda for the Business Meeting on January 2, 2021 at 7:00 p.m. If someone wants to observe the Committee Meeting please contact the office and provide the necessary information for logging into the meeting. The Chairman closed the Public Hearing at 8:34 p.m.

APPROVED:



Charlie Rolfsen
Chairman

Attest:



Kevin P. Costello, AICP
Executive Director

**BOONE COUNTY PLANNING COMMISSION
VIA LIVE VIDEO TELECONFERENCE
BURLINGTON, KENTUCKY
PUBLIC HEARINGS
DECEMBER 2, 2020
7:30 P.M.**

Chairman Rolfsen opened the Public Hearing at 7:42 p.m. and welcomed everyone to the Planning Commission's December 2, 2020 Public Hearing via Live Video Teleconference.

COMMISSION MEMBERS PRESENT:

Mr. Randy Bessler
Mr. Kim Bunger, Secretary/Treasurer
Ms. Corrin Gulick
Mr. Steve Harper
Mrs. Lori Hellman
Mrs. Janet Kegley
Mr. Rick Lunnemann
Mr. Don McMillian
Mrs. Katie Nolan
Mr. Kim Patton, Vice Chairman
Mr. Charlie Rolfsen, Chairman
Mr. Bob Schwenke
Mr. Brad Shipe
Mr. Tom Szurlinski
Mr. Steve Turner, Temporary Presiding Officer

COMMISSION MEMBERS NOT PRESENT:

LEGAL COUNSEL PRESENT:

Mr. Dale T. Wilson

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Mr. Michael D. Schwartz, Planner
Mr. John Harney, GISP, GIS System Administrator

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ZONING MAP AMENDMENT - Michael Schwartz, Staff

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Staff Member, Michael Schwartz, presented the Staff Report, which included a PowerPoint presentation. The site is approximately 49 acres and is located at the intersection of Count Fleet Drive and Man O'War Boulevard. In 1987, the area north of this section was rezoned to SR-2/R/PD. Prior to 1992, the site was zoned A-2. The 1990 Comprehensive Plan identified the site as Suburban Density Residential. The site was subsequently rezoned to Public Facilities (PF) as part of the 1992 Zoning Update. In 1995, the Comprehensive Plan was changed to Public/Institutional (P). The remaining portion of the property will be retained by St. Elizabeth Medical Center and contains approximately 43 acres. The site has approximately 340 feet of frontage along Count Fleet Drive and approximately 145 feet of frontage along Man O' War Boulevard. This site is currently vacant and has a 100 foot wide overhead electric transmission easement that forms a portion of the eastern boundary of the site and then bisects the northern half of the site. There is an 8 inch public water line that runs along all of the adjoining streets. The site is currently zoned PF or Public Facilities. Mr. Schwartz identified the surrounding zoning and land uses and the topography of the site. The 2040 Future Land Use Map designates the site as Public/Institutional. Pages 2-6 of the Staff Report refer to text of the Our Boone County – Plan 2040. Count Fleet Drive and Man O' War Boulevard are County maintained roads. There is a 6 foot wide sidewalk/bike path along the south and east sides of these roadways. Mr. Schwartz showed photographs of the site and adjoining properties. The submitted Concept Development Plan shows 125 buildable lots at a density of 2.53 units per acre. There is a provision for a public street system within a 50 foot right-of-way. Access is planned via the current intersection of Count Fleet Drive and Man O' War Boulevard. A street connection to the remainder of the St. Elizabeth Medical Center property is planned. There is also a provision for an approximate 1.2 acre HOA Green Space lot. The applicant has submitted photographs showing the type of dwelling units that will be constructed on the site.

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Staff has received an email from an adjacent property owner (Keith and Debra Wertman) stating that there should be a landscape buffer/setback requirement between the patio homes of Saratoga Springs and the proposed development. After the Staff Report was finalized, the Staff received several emails. Mr. Schwartz summarized the comments – What is the cost range of the homes? Will the homes be constructed to the current TCC guidelines? Will these homes be part of the TCC HOA? Who are the planned builders for the area? Will any of the lots be sold separate from the builder? When will they be available for purchase? Given approval, when is the project expected to begin? Will there be any type of buffer such as trees or landscaping for the residents on the north side of McCarron Lane? The site was originally proposed to be open space. The proposed development will put a strain on limited utilities. The additional traffic will be detrimental to safety given the access point to Richwood Road and the use of golf carts. The homes along Jockey Club Drive have a steep hillside behind their property where it will affect the back yards of the new homes. Perhaps, pine trees could be installed as a buffer. The new homes will be too close to the existing homes. This is too much density. Drainage is a concern especially for the lots located along Longden Way. Has there been any studies concerning the displacement of wildlife?

Chairman Rolfsen asked if the applicant was present and wanted to proceed with their presentation?

Mr. Tony Berling, Triple Crown Developers, stated that he has been working with St. Elizabeth for the past 6 months. The overall site is planned to be residential and with some sort of medical office building and/or assisted living facility. St. Elizabeth still doesn't know exactly what they want to build on the site. Mr. Berling showed the phasing plan for the site. It will be 3 phases in a 3 year period. Phase 1 will be 20 acres. Phase 2 will be 13.8 acres and Phase 3 will be 14.8 acres. There will be 128 lots. There will be 75 foot wide lots that will abut Jockey Club and Saratoga Springs. The lots in Jockey Club are 70 foot wide and the lots along Saratoga Springs are 60 foot wide. The proposed lots are wider. The lots that are along Count Fleet are 90 feet wide. There are 2 groups of lots. The two builders will be Fischer Homes and the Drees Company. The 75 foot wide lots will be developed first and then the 90 foot lots. Everything will be brick wrapped. Price range will be a minimum of \$400,000. The project will be phased to help the School District. Chairman Rolfsen asked how the developer will build a house on lots 48, 62 and 65? Mr. Berling responded that the plan is drawn on a 100 scale and he knows he has to meet all of the requirements. He will have to make it work. They may have to lose a lot. In response to the earlier questions offered by Mr. Schwartz, Mr. Berling responded that they will build the streets with rolled curbs. Man O' War Boulevard connects to American Pharoah and then to Richwood Road. All homes will be constructed to TCC guidelines. All of the homes will be part of the TCC HOA. The lots will not be sold separate from the builder. The lots will be available this time next year. The project will begin as soon as possible. The buffer will depend on the topography of each lot. A berm or landscaping

could be installed. The Jockey Club lots are a lot deeper and he questioned why a buffer would be needed? They have a nice berm or buffer already in place. Both sites existing and proposed are residential zones so the uses are compatible. Mr. Berling stated there will be 2 detention ponds built along Longden Way. Lots 73 and 77 will be detention ponds. There won't be any detention going into Saratoga Springs.

At this time, Chairman Rolfsen asked if there was anyone in the audience who wanted to speak in favor or against the Zoning Map Amendment request?

Mr. John Hochstrasser, 11317 Longden Way, stated that he lived on Lot 26. The applicant addressed his storm water concern with the construction of 2 ponds. All the stormwater from Cameron Court empties into the back of Lot 29. He gets 50% of the storm water from Longden Way plus whatever comes off the St. Elizabeth property. It is not some small runoff but rather 3 rivers from the St. Elizabeth area. The back yard of Lot 29 has been unusable since the house was built. He previously submitted this information to Staff. He has lived in the area for 27 years. He tries to keep stormwater out of his weep holes. He can't make any changes because it would affect people upstream. An increase in volume will be detrimental to the existing houses.

Ms. Lori Eggemeier, 12032 Jockey Club Drive, inquired about a buffer between the back of her yard and the back of the proposed lots. Perhaps, it could be pine trees? Who decides this and when will we get it? She needs a little more clarification.

Ms. Mary Finke, 1108 McCarron Lane, asked for a tree buffer. Her lot sits below the planned lots and she prefers not having people look into her windows.

Ms. Heather Heldman, 12024 Jockey Club Drive, stated that even if her lot is deeper, she has one of the steeper inclines. It is flat then it goes up a story in height. They will be looking into their bedroom windows. She is concerned about the effect of this on her property value.

Ms. Karyn Gavzer, 1532 Bailey Court, expressed a concern about increased traffic and property values. The schools are also overburdened.

Mr. John Lorms, 11287 Ross Court, stated that he is a realtor. The project is a great idea. We are expecting this to happen. He suggested wider home sites. There is a need for more space between the lots. It will provide a better value for everybody. The homes will not be cheap. He would like to see more side yard entry and 3 car garage homes. It is the best solution for what that price of land is today. It is better to have housing than big medical buildings that will overlook everyone's house.

Ms. Angie Becraft, 801 Man O' War Boulevard, stated that her house will be the most impacted. She has already sent an email to Staff. The proposed lots need to not only be wider but also deeper. She expressed a concern about stormwater runoff. She has an unsightly culvert in her back yard with water on her lot. She wants to see a drainage plan. The lots at the corner are small and landscaping already exists. It looks nice as a green space. It would be nice to keep the corner as green space. She really thinks drainage is going to be a serious issue.

Ms. Julie Williams, 1036 McCarron Lane, asked if there was a plan to move the utility lines? If they are staying, what is the easement on both sides?

Chairman Rolfsen asked if any Board Members had questions or comments?

Mr. McMillian asked where was the other exit to the development? Mr. Schwartz reviewed the submitted plan. There is only one at the main intersection. The proposed new road is intended to go through the St. Elizabeth property and extend to Richwood Road. Mr. Berling responded there are several ways to get out of Triple Crown Subdivision using Man O' War Boulevard or Count Fleet Drive. Mr. McMillian asked when the extension of the road would be finished? Mr. Berling replied that he doesn't know and he can't control St. Elizabeth. Mr. McMillian explained that if you have a place to get in, you must have a place to get out now. Mr. McMillian asked if there was a temporary solution while St. Elizabeth decides when to build the road? Mr. Berling stated that he thought the Saratoga Springs community would not want the traffic.

Mrs. Kegley asked the applicant to be prepared to discuss in detail the drainage and buffer at the Zone Change Committee Meeting. The residents may want to tune in to the Committee Meeting. We will look at the elevation changes and how it affects the adjoining properties.

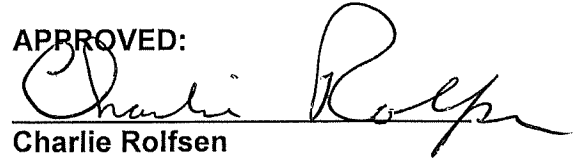
Mr. Bunger asked if the applicant could look at the possibility of walls, ponds and other options in order to address the resident's concerns about change to topography and drainage.

Mr. Schwenke noted there is a substantial culvert and ingress located 600 feet west of the Richwood Road/Triple Crown Boulevard intersection. It may be on the St. Elizabeth property. Mr. Berling replied that the curb cut can serve both properties. Mr. Berling responded that they hope to do a joint venture with the hospital. Maybe there is a master plan for the remaining St. Elizabeth property.

Mr. Schwartz responded that the overhead electric easement is 100 feet wide centered on the existing poles. This easement will not be moved. No structure can be built in the easement area – no house, pool, shed, etc. Mr. Berling stated that the easement area is green space. He stated there is over 4,000 feet of adjoining property owners. To landscape all of it is a tremendous expense. Maybe some of the area could be landscaped.

Seeing no further questions or comments, Chairman Rolfsen announced that the Committee Meeting for this item will be on December 16, 2020 at 5:00 P.M. via Live Video Teleconference. This item will be on the Agenda for the Business Meeting on January 2, 2021 at 7:00 p.m. If someone wants to observe the Committee Meeting please contact the office and provide the necessary information for logging into the meeting. The Chairman closed the Public Hearing at 8:34 p.m.

APPROVED:



Charlie Rolfsen
Chairman

Attest:



Kevin P. Costello, AICP
Executive Director

**BOONE COUNTY PLANNING COMMISSION
VIA LIVE VIDEO TELECONFERENCE
BURLINGTON, KENTUCKY
BUSINESS MEETING
JANUARY 6, 2021
7:00 P.M.**

Chairman Rolfsen opened the Business Meeting at 7:01 p.m. and welcomed everyone to the Planning Commission's January 6, 2021 Business Meeting. The Boone County Planning Commission, pursuant to KRS 61.826, Kentucky Senate Bill 150 and OAG 20-05, is conducting its regularly scheduled meeting on Wednesday, January 6, 2021 at 7:00 p.m. via live video teleconference. This meeting format has been necessitated due to the state of emergency regarding the threats to public health presented by the novel Coronavirus (COVID-19) pandemic.

COMMISSION MEMBERS PRESENT:

Ms. Olivia Amlung
Mr. Randy Bessler
Mr. Kim Bunger, Secretary/Treasurer
Ms. Corrin Gulick
Mr. Steve Harper
Mrs. Lori Heilman
Mrs. Janet Kegley
Mr. Rick Lunnemann
Mr. Don McMillian
Mr. Kim Patton, Vice Chairman
Mr. Charlie Rolfsen, Chairman
Mr. Bob Schwenke
Mr. Tom Szurlinski
Mr. Steve Turner, Temporary Presiding Officer

COMMISSION MEMBERS NOT PRESENT:

LEGAL COUNSEL PRESENT:

Mr. Dale Wilson

STAFF MEMBERS PRESENT:

Mr. Kevin P. Costello, AICP, Executive Director
Mr. Todd K. Morgan, AICP, Senior Planner
Mr. Michael D. Schwartz, Planner
Mr. John Harney, GISP, GIS Systems Administrator

APPROVAL OF THE MINUTES:

Chairman Rolfsen stated that the Commissioners received copies of the Minutes from the December 16, 2020 Business Meeting and Public Hearing. Chairman Rolfsen asked if there were any other comments or corrections? **Mr. Bunger moved to approve the Minutes as presented. Mr. Patton seconded the motion and it carried unanimously.**

BILLS:

Mr. Kevin P. Costello, AICP, Executive Director, advised the Commissioners of the **Bills to be Paid**, which included a list of **Expenses** and **Salaries and Benefits** for a time period between December 3, 2020 and January 6, 2021.

EXPENSES:

Accounting Fees	\$ 720.61
Attorney Fees	4,000.00
Auto Expense	69.59
Consultant/Professional Svcs Fees	1,676.00
Filing Fees (CLURs)	900.00
GIS Operations	125.00
Legal Ads/Recruitment	243.32
Miscellaneous Expense	112.15
Office & Board Meeting Supplies	1,427.90
Office Equipment/Expense	527.12
Postage Expense	173.70
Printing/Pub/Dues/Subscriptions	<u>1,072.50</u>

TOTAL: \$11,047.89

SALARIES AND BENEFITS:

FICA-BCPC Portion	\$ 7,751.18
Health/Dental/Life/LTD	16,305.22
Retirement – BCPC Portion	25,779.86
Salaries – Staff Expenses	107,582.18
Salaries – BCPC	<u>1,740.00</u>

TOTAL: \$159,403.44

GRAND TOTAL: \$170,451.33

Mr. McMillian moved that the bills (expenses and salaries and benefits) be approved and paid as presented and indicated approval of those items, which have been previously paid. Ms. Gulick seconded the motion and it carried unanimously.

ZONING MAP AMENDMENT – Kim Bunger, Chairman, Todd Morgan, Staff

1. Request of Viox & Viox, Inc. (applicant) for James R. Wright, Michael A. Brown, Lee Ann Brown, Megan Lee Rudolph, and Phillip Andrew Rudolph (owners) for a Zoning Map Amendment from Suburban Residential Two (SR-2) to Suburban Residential Two/Planned Development (SR-2/PD) for a 11.9101 acre site located on the southeast corner of the US 42/Callie Way intersection, the southeast corner of the Frogtown Road/Callie Way intersection, along the south and east sides of Callie Way, and including the properties at 2054, 2058, 2066, and 2070 Christ Court and the properties at 10320 and 10324 Lea Way, Union, Kentucky. The request is for a zone change to allow duplexes and patio homes.

Staff Member, Todd Morgan, read the Committee Report, which recommended approval based upon Findings of Fact and subject to Conditions (see Committee Report). He gave a summary of the Findings of Fact and showed the revised Concept Development Plan. Mr. Morgan stated that the applicant will meet the Callie Way street frontage landscaping requirements. A second amenity area was added across from Unit 35. The Maxwell unit will have a brick or stone wrap along the side and rear. Photographs were shown. The Winthrop units would be treated the same with brick and stone on high impact sites and upgraded carriage style garage doors. Mr. Morgan noted the Committee voted unanimously to approve the request with Mr. Bunger, Mrs. Kegley and Mr. Patton voting in favor of the request.

Chairman Rolfsen asked if there was anyone in the audience who wanted to speak in favor or against the request?

Mr. R.J. Riegler, developer, stated that he is good with everything.

Seeing no one else, Chairman Rolfsen asked if there was a motion to take action? **Mr. Bunger moved to approve the Zoning Map Amendment by Resolution to the City of Union based upon the Committee Report and subject to the Findings of Fact and Conditions. Mr. Harper seconded the motion.** Chairman Rolfsen asked if the Board members had comments or questions? He asked if the percentages of brick or stone had changed? Mr. Riegler replied that he does not know the exact percentages but they didn't change substantially. They upgraded the garage doors and expanded the wrap on some of the homes. Mr. Bunger noted that the project will have multiple styles of homes for one particular model. There will be a variety of the Wembleys which is the most planned. The design and structure is planned and built by Fischer Homes and not the individual buyer. Mr. Patton supported Mr. Bunger's comments. Mr. Bunger stated there was no opposition to the request. Mr. McMillian appreciated the upgrade of the garage doors. **Chairman Rolfsen asked for a vote on the original motion made by Mr. Bunger and seconded by Mr. Harper. The motion passed unanimously.**

ZONING MAP AMENDMENT – Kim Patton, Chairman, Michael Schwartz, Staff

2. Request of **Triple Crown Developers, LLC (owner by contract)** for a Zoning Map Amendment from Public Facilities (PF) to Suburban Residential One (SR-1) for a 49.3355 acre site located on the south and east sides of the Count Fleet Drive/Man O' War intersection, south and east of the property at 757 Count Fleet Drive, south of the properties at 11261 through 11317 Longden Way, east of the properties at 801 and 805 Count Fleet Drive and the properties at 12004 through 12056 Jockey Club Drive, and north of the properties at 1004 through 1124 McCarron Lane, Boone County, Kentucky. The request is for a zone change to allow a subdivision for detached single family dwellings.

Staff Member, Michael Schwartz, read the Committee Report, which recommended approval based upon Findings of Fact and subject to Conditions (see Committee Report). He gave a summary of the Findings of Fact. Mr. Schwartz noted the Committee voted unanimously to approve the request with Mr. Bunger, Mrs. Kegley and Mr. Patton voting in favor of the request.

Chairman Rolfsen asked if there was anyone in the audience who wanted to speak in favor or against the request?

Mr. Tony Berling, applicant, noted that he submitted the cross-sections of the site as requested by Commissioner Kim Patton. Mr. Patton said that it was done in order to evaluate the potential buffer for a few lots. They can be reviewed later on if necessary.

Ms. Heather Heldman, 12024 Jockey Club Drive, stated that she is fine with the zone change but she wanted to talk about the buffer.

Mr. John Hockstrasser, 11317 Longden Way, stated that he is fine with the request as long as he gets the storm water drain stuff worked out. He asked if the applicant had an approximate date of when the utilities and drainage would be designed? Mr. Berling replied that his area is in Phase 3 of the project and it will take 3 years. Mr. Hockstrasser asked if the applicant will construct all the roads at the same time? Mr. Berling responded no as it is phased.

Ms. Heldman stated that she submitted a follow up email to Staff. She asked if the project site will be dug down so that the houses will not be on the top looking down on her house?

Ms. Mary Finke, 1108 McCarron Lane, stated that she had the same concern. At the last meeting, it was requested that Mr. Berling take a walk upon the hill. That hasn't happened. Her lot goes up one story and then it is a plateau. One can see the back of her house from the site in question.

Mr. Patton noted that the School District was interested in a phased plan because of capacity issues and the developer agreed to it. The additional access will be in Phase 3 of the project since St. Elizabeth doesn't have a current plan for their property. In Lots 69-79, the developer agreed to an additional buffer. Along Jockey Club Drive, there are deep lots that have a hill. On the other side of these lots are trees but the developer is planning to keep them. The proposed houses will be placed closer to the street as the lot is graded lower. Mr. Schwartz showed examples of existing landscaping features for the site. Mr. Schwartz also presented cross-sections A-A and B-B. It showed how the new lot would be graded lower than the hill located on the rear property line. Some of the trees may have to be removed if a portion of the

site is graded as noted by Mr. Berling. Some trees will be put back with new trees. Cross-section B-B showed the same design as the land will be graded lower for the house to be built close to the street and away from the hill. Mr. Berling noted that each individual homeowner will plant their own trees. The proposed house will face the hill and not the neighboring house. Ms. Heldman asked if the new homeowner can grade the hill on their side? Mr. Patton explained that the grading will occur closer to the street. Mr. Patton noted that there is no requirement of a buffer between like residential uses. The proposed lots are bigger than the neighboring lots.

Seeing no one else, Chairman Rolfsen asked if there was a motion to take action. **Mr. Patton moved to approve the Zoning Map Amendment by Resolution to the Boone County Fiscal Court based upon the Committee Report and subject to the Findings of Fact and Conditions. Mrs. Kegley seconded the motion and it passed unanimously.**

TECHNICAL/DESIGN REVIEW – Lori Heilman, Chairwoman, Todd Morgan, Staff

3. Dragon City – 4960 Houston Road

Chairman Rolfsen announced that the above application has been withdrawn.

NEW BUSINESS:

ZONING MAP AMENDMENT AND VARIANCE - Michael Schwartz, Staff

4. Request of **Zimmer Motors (applicant)** for **Florence Baptist Church (owner)** for a Zoning Map Amendment from Public Facilities (PF) to Commercial Services (C-3) and two variances from the **Boone County Zoning Regulations** for an approximate 3 acre site located at 1050 Burlington Pike, Boone County, Kentucky. The request is for a zone change to allow motor vehicles sales and an automotive repair facility, a variance from Section 3620 "Landscaping Along Street Frontages" to reduce the width of the street frontage landscaping area from 10 feet minimum to 0 feet, and a variance from Section 3645 "Buffer Yards" to reduce the width of the landscape buffer yard along the rear property line from Buffer Yard C (30' and 60' options) to 20 feet.

ZONING MAP AMENDMENT AND CHANGE IN CONCEPT DEVELOPMENT PLAN – Todd Morgan, Staff

5. Request of **Grand Communities, LLC attn: Jason Wisnieski (applicant)** for **Mark Kahmann, Susan Kahmann, and Bonita Maddox Family Living Trust (owners)** for a Zoning Map Amendment from Rural Suburban Estates (RSE) to Suburban Residential One/Planned Development (SR-1/PD) for an approximate 12.74 acre tract located at 2514 Hathaway Road, and an approximate 19.85 acre area located immediately north of the properties at 2514 and 2546 Hathaway Road, Boone County, Kentucky; and the request of **Longbranch Development, LLC attn: Jason Wisnieski (applicant)** for **AF Investments, LLC (owner)** for a Change in an Approved Concept Development Plan in a Suburban Residential One/Planned Development (SR-1/PD) zone for an approximate 38.84 acre site located between the properties at 2408 Hathaway Road and 9771 through 9915 Spruce Lane to the

east, and the properties 2504 and 2514 Hathaway Road to the west, Boone County, Kentucky. The requests are for a zone change and a Change in an Approved Concept Development Plan to allow detached single family dwelling units and duplex dwelling units.

CHANGE IN CONCEPT DEVELOPMENT PLAN – Kevin Wall, Staff

6. Request of **Farmview Commons LLC (applicant)** for **ERPS, Inc. (owner)** for a Change in an Approved Concept Development Plan in a Commercial Two/Planned Development (C-2/PD) zone for an approximate 11.82 acre site located on the northeast corner of the US 42/Farmview Drive intersection and the southeast corner of the Old US 42/Farmview Drive intersection, Florence and Union, Kentucky. The request is for a Change in an Approved Concept Development Plan to permit eating and drinking establishments and commercial uses, including drive-through facilities, elderly housing facility, multi-family housing, medical offices, and a car wash, and to modify previous conditions of approval concerning architectural design and to permit a 50 foot maximum building height on the entire site.

Mr. McMillian moved to schedule the Public Hearing for Items #4, #5 and #6 on February 3, 2021 at 7:30 p.m. Mr. Patton seconded the motion and it passed unanimously.

EXECUTIVE DIRECTOR'S REPORT:

No Report

COMMITTEE REPORTS:

AIRPORT: Mr. Bessler

No Report

ADMINISTRATIVE/PERSONNEL: Mr. Lunnemann

No Report

ENFORCEMENT: Mr. Bunger

No Report

LONG RANGE PLANNING/COMPREHENSIVE PLAN: Mr. Schwenke

No Report

TECHNICAL/DESIGN REVIEW: Mrs. Heilman

No Report

EXECUTIVE: Chairman Rolfsen

No Report

CHAIRMAN:

No Report

OTHER:

Mr. Schwenke explained that he and Mrs. Kegley served on the Nominating Committee. They contacted the current Planning Commission Officers and all of them agreed to serve another one year term. No other Board Members contacted the Nominating Committee. As a result, **Mr. Schwenke moved to elect the following members to serve as an officer for a one year term of office:**

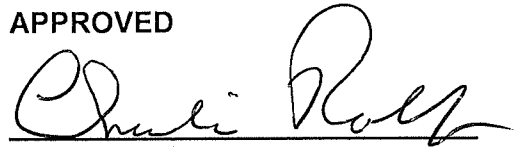
Charlie Rolfsen	-	Chairman
Kim Patton	-	Vice-Chairman
Kim Bunger	-	Secretary-Treasurer
Steve Turner	-	Temporary Presiding Officer

Mrs. Kegley seconded the motion and is passed unanimously.

Chairman Rolfsen welcomed the Planning Commission's newest Board member, Ms. Olivia Amlung. Mr. Costello reminded everyone that if any Board member wanted to be on a specific Committee for 2021, let the Chairman know as he will complete the new Committee list by February 1, 2021.

There being no further business to come before the Planning Commission, **Mr. Patton moved to adjourn the meeting. Mr. Bessler seconded the motion. The meeting was adjourned by unanimous consent at 7:53 P.M.**

APPROVED



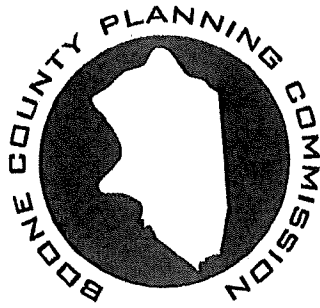
Charlie Rolfsen
Chairman

Attest:



Kevin P. Costello, AICP
Executive Director

SUPPORTING INFORMATION



BOONE COUNTY PLANNING COMMISSION

www.boonecountyky.org/pc
www.boonecountygis.com

Boone County Administration Building
2950 Washington Street, Room 317
P.O. Box 958
Burlington, KY 41005

Phone (859) 334-2196; Fax (859) 334-2264
plancom@boonecountyky.org

December 23, 2020

Mr. Tony Berling
Triple Crown Developers, LLC
1671 Park Road, Suite One
Fort Wright, Kentucky 41011

RE: Request of **Triple Crown Developers, LLC (owner by contract)** for a Zoning Map Amendment from Public Facilities) to Suburban Residential One (SR-1) for a 49.3355 acre site located on the south and east sides of the Count Fleet Drive/Man O' War intersection, south and east of the property at 757 Count Fleet Drive, south of the properties at 11261 through 11317 Longden Way, east of the properties at 801 and 805 Count Fleet Drive and the properties at 12004 through 12056 Jockey Club Drive, and north of the properties at 1004 through 1124 McCarron Lane, Boone County, Kentucky. The request is for a zone change to allow a subdivision for detached single-family dwellings.

Dear Mr. Berling:

The following represents the recommended conditions of approval for the above referenced application as discussed by the Planning Commission's Zone Change Committee at their December 16, 2020 meeting. If you 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, January 4, 2021.

CONDITIONS

1. Development shall follow the Revised Concept Plan received by the Boone County Planning Commission on December 8, 2020, except as modified by the conditions contained herein.
2. Development shall be phased as follows:
 - a. Phase I – 20.6335 acres containing lots 1-38, 77-98, and 1 (north of easement)
 - b. Phase II – 13.8164 acres containing lots 39-76
 - c. Phase III – 14.8856 acres containing lots 22-29 and 2-21 (north of easement)
3. The specific development of the HOA green space lot shall be submitted as part of any Improvement Plan that shows the lot.
4. Within the proposed ten (10) foot wide landscape easement, the developer shall provide landscaping that is consistent with the photographs shown at the Committee meeting. A landscape plan shall be submitted as part of any Improvement Plan that shows the

Mr. Tony Berling
December 23, 2020
Page 2

landscape easement.

Sincerely,

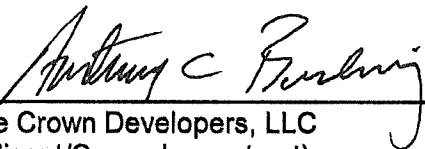


Michael D. Schwartz
Planner

MDS/ss

AGREEMENT

We, the applicant and property owner (by contract) of the 49.3355 acre area located on the south and east sides of the Count Fleet Drive/Man O' War intersection, agree to the conditions listed herein for the above referenced Zoning Map Amendment.



Triple Crown Developers, LLC
(Applicant/Owner by contract)

12-28-2020
Date

LEGAL DESCRIPTION
St. Elizabeth Medical Center to
Triple Crown Developers, LLC
49.3355 Acres
Boone County, Kentucky

Beginning at the southeast corner of Lot No. 99A of Section No. 31 – Block “C” of Triple Crown Country Club as shown on Plat Cabinet 6 at Page 34 of the Boone County Clerk’s Records at Burlington, Kentucky; thence N 9°-03’-17” E along the grantors west property line 1,488.44 feet to a point; thence along the northwest property line of the grantors property S 82°-23’-31” E 160.42 feet, N 24°-25’-30” E 143.54 feet, N 54°-23’-49” E 157.95 feet and N 69°-37’-27” E 38.07 feet to a corner; thence S 45°-02’-21” E along the northeast line of the grantor 189.41 to a point; thence along the southeast line of Lot No. 35 of Section No. 7 of Triple Crown Country Club as shown on Plat Cabinet 217B of the Boone County Clerk’s Records at Burlington, Kentucky N 34°-19’-10” E 99.58 feet to the southwest corner of Lot No. 33 of Section No. 7 Triple Crown Country Club; thence along the rear Lot Nos. 28 thru 33 of Section No. 7 of Triple Crown Country Club S 80°-11’-19” E 806.80 feet to the west corner of Lot No. 27 of Section No. 7 of Triple Crown Country Club; thence S 56°-22’-23” E along the southwest line of Lot No. 27 83.64 feet to west corner of Lot No. 26 of Section No. 7 of Triple Crown Country Club; thence S 52°-03’-06” E along the rear line of Lot No. 26 125.00 feet to the south corner of Lot No. 26; thence through the lands of the grantor S 27°-37’-44” W 341.08 feet to a point; thence in a westerly direction along a curve as it curves to the right with a radius of 225.00 feet, and arc distance of 161.93 feet to a point; thence N 68°-17’-07” W 69.82 feet, S 21°-42’-53” W 50.00 feet, N 68°-17’-07” W 77.00 feet, S 21°-42’-53” W 186.08 feet, S 55°-38’-21” W 254.23 feet, S 35°-05’-45” E 109.59 feet, S 35°-07’-23” E 313.98 feet, S 35°-08’-18” E 335.17 feet, S 31°-10’-06” E 429.89 feet to a point in the grantor’s south property line; thence along the south property of the grantor and the north property line of Section No. 32 – Blocks “B” & “C” of Triple Crown Country Club N 83°-03’-44” W 1,716.61 feet to the place of beginning.

Containing 49.3355 Acres

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into effective as of the 19th day of October, 2020 (the "Effective Date"), by **SAINT ELIZABETH MEDICAL CENTER, INC.**, a Kentucky nonprofit corporation (the "Seller"), and **TRIPLE CROWN DEVELOPERS, LLC**, a Kentucky limited liability company (the "Buyer").

1. PROPERTY. Buyer shall purchase from Seller the three parcels of real property located in Triple Crown Country Club, Boone County, Kentucky and being more particularly described in **Exhibit A, B and C** attached hereto and made a part hereof together with (i) a 20 foot wide easement for sanitary sewers running from Richwood Road through the remaining property of Seller and within a proposed street right of way to a location near existing Count Fleet Drive as shown on plat attached hereto and made a part hereof as **Exhibit D** ("Sewer Easement") and (ii) any improvements, all rights and appurtenances to the property, and all fixtures located on the property (collectively the "**Property**").

2. PURCHASE PRICE. The purchase price for the Property ("**Purchase Price**") shall be

a. _____, subject to closing pro-rations, credits and other adjustments as herein provided, shall be paid to Seller at Closing in immediately available funds via wire transfer; and

b. The balance of the Purchase Price shall be paid to Seller at Closing by delivery of Seller's promissory note in favor of Seller in the principal amount of

Note shall be payable as follows: one installment of principal in the amount of

_____ on the first anniversary of the Closing Date and a final installment principal in the amount of _____ due on the second anniversary of Closing. The Note shall be without interest and pre-payable at any time without penalty. The Note shall be secured by a mortgage on the Property except for the 20.6335 acre parcel described as Parcel A which shall not be subject to the mortgage. The Mortgage shall contain a provision that requires Seller to release Parcel B from the mortgage upon the first installment payment of

3. Due Diligence Materials. Within five (5) business days after the execution of this Agreement, ("Due Diligence Materials Delivery Date") Seller, to the extent in Seller's possession, shall deliver to Buyer (a) existing title policies, commitments, opinions of title or title reports; (b) plats, site plans, surveys and similar drawings; (c) environmental site assessments and any other environmental information in Seller's possession (including, without limitation, any correspondence or notices received from or transmitted to any governmental agency); (d) geotechnical studies, grading plans, cost estimates and related information; (e) traffic studies, existing layouts, and utility information; (f) lease documents including any amendments and commencement date agreement; (g) transferable warranties; (h) use restrictions and declarations; and (i) any other information relevant to the Property (collectively, the "Due Diligence Materials"). Seller shall reasonably cooperate with Buyer, upon request, to deliver any

other documentation which Buyer reasonably deems necessary to complete Buyer's due diligence with respect to the Property, to the extent in Seller's possession.

4. **INSPECTIONS.** Commencing as of Due Diligence Materials Delivery Date and for a period of 90 days thereafter (the "Due Diligence Period"), Seller shall make the Property available for inspection by Buyer, through its agents and employees. Such inspections may include, but shall not be limited to, the right to perform an examination of title, surveys, soil tests, borings, percolation tests, environmental and hazardous waste tests, and tests to obtain other information necessary to determine surface, subsurface and topographic conditions, and review of the Due Diligence Materials. Notwithstanding the foregoing or anything else contained herein to the contrary, in no event shall Buyer conduct any physically intrusive testing (e.g., drilling or boring for purposes of geotechnical testing or environmental investigations of the Property beyond a Phase I environmental site assessment) without first obtaining Seller's prior written consent, which may be withheld but only in Seller's reasonable discretion. Buyer shall complete such inspections prior to the end of the Due Diligence Period. Subject to the limitations contained in this Agreement, Buyer may, at its expense, undertake such complete physical inspection of the Property and the utilities which serve it as Buyer deems appropriate in the exercise of its sole discretion. Buyer shall, after completion of such activities, restore the Property to substantially the same condition as existed before such activities. Buyer agrees to hold Seller harmless from any damages incurred to Seller to the extent caused in violation of this Agreement or by any negligent or intentional act or omission of the Buyer, its contractors, agents or employees, which indemnity shall survive Closing or any termination of this Agreement without the Closing having occurred. Subject to the limitations contained in this Agreement, Seller agrees to assist and cooperate with Buyer in its inspections of the Property. In no event shall Buyer deliver to Seller any environmental reports or studies unless expressly requested by Seller in writing. Provided Buyer complies with this Agreement, including, without limitation, the foregoing sentence, Buyer is not responsible for any losses to Seller by reason of the results of or discoveries made by Buyer's inspection of the Property, including, but not limited to, loss of value of the Property, the cost of removal of hazardous substances, and Seller's liability to third parties (including government entities) for the presence or release of hazardous substances on the Property. If Buyer, in Buyer's sole and absolute discretion, is not satisfied with any of the matters inspected or reviewed by it with respect to the Property for any reason or no reason whatsoever, including, without limitation, matters of title, survey, zoning, wetlands studies, environmental conditions, financing, and development and construction costs, then Buyer may elect to terminate this Agreement by giving written notice to Seller prior to the expiration of the Due Diligence Period (a "Termination Notice"). Upon delivery of such a timely Termination Notice this Agreement will terminate and neither party shall have any further liability to the other hereunder except for Buyer's obligation to indemnify Seller pursuant to this Section 3 and any other obligations expressly surviving any such termination of this Agreement. In the event Buyer fails to deliver a timely Termination Notice, Buyer shall be deemed to have approved the condition of the Property and waived the termination rights contained in this Section 4.

Seller and Buyer agree that Buyer will require a zone change for the Property to allow for Buyer's intended use of the Property. Seller will assist Buyer in making the zone change application. All fees and costs related to the zone change shall be at the sole expense of Buyer. If Buyer diligently pursues a zone change for the Property, Seller agrees to allow Buyer to extend the Due Diligence Period and the Closing Date for a period not to exceed sixty (60) days to allow Buyer to complete the zone change. The exercise of an extension of the Due Diligence Period by Buyer shall be deemed Buyer's acknowledgement that, except for the zone change, all conditions for Closing have been approved, satisfied or waived. In addition, the final hearing on the zone change or other official of the zone change shall be deemed Buyer's further acknowledgement that all

conditions for Closing have been approved, satisfied or waived and Buyer agrees to proceed to Closing within ten (10) days of the final hearing on the zone change.

5. **CONDITIONS.** The obligations of Buyer under this Agreement are conditioned, at Buyer's option, upon:

a. Buyer's timely approval at least five (5) days prior to the Closing Date of (i) the condition of title to the Property (including, without limitation, approval of easements, any protective covenants, restrictions, conditions and other matters of record as to the Property), as evidenced by a title insurance commitment satisfactory to Buyer in all respects and (ii) any assessments against the Property, which approval may be withheld by Buyer in its reasonable discretion;

b. all of Seller's warranties as set forth in this Agreement are correct when made and as of the date of Closing;

c. Seller complying with all of its covenants, agreements, and obligations in the manner required by this Agreement;

d. there being no portion of the Property taken by or the subject of a condemnation proceeding or threat; and

e. there being no material or adverse change to the condition of the Property since the date of execution of this Agreement.

f. Buyer obtaining a zone change for the three parcels satisfactory to Buyer.

g. Buyer not executing a Termination Notice as set out in paragraph 4.

In the event the conditions set forth in this Section are not satisfied, or waived within the time periods specified, Buyer may cancel this Agreement upon written notice to Seller in accordance with the terms of this Agreement. Upon cancellation pursuant to this Section, neither party shall have any further rights or claims hereunder, except as expressly provided in this Agreement. In the event Buyer cancels this Agreement after the time periods specified herein, Seller shall have the right to exercise the remedies set forth in Section 15. Buyer shall diligently proceed in good faith to satisfy all conditions set forth in this Section.

6. **CLOSING.** Buyer and Seller agree that the Closing shall occur as follows:

a. **Place and Date of Closing.** The consummation of the transactions contemplated under this Agreement (the "Closing") shall occur on February 11, 2021 or such other date as the parties mutually agree, but in no event, later than ten (10) days after the final hearing on the zone change, as described in Section 4 above (the actual date of Closing being defined herein as the "Closing Date"). Seller shall pay the transfer tax, deed preparation, and any other usual and customary Seller charges, and Buyer shall pay for the cost of recording the deed, title commitment, insurance premiums, and title insurance endorsements, and any other usual and customary Buyer charges. Each party shall be responsible for its respective attorney fees.

b. **Seller's Instruments.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items:

- i. a special warranty deed executed by Seller conveying to Buyer fee simple title to the Property (the "Deed"), and an easement for the Sewer Easement subject to (A) non-delinquent real property taxes and assessments, (B) all easements, covenants, conditions, restrictions and other agreements of record (C) all matters which would be disclosed by a recent and accurate survey of the Property, (D) public streets and legal highways and (E) municipal, zoning and subdivision laws and ordinances. The Deed shall convey the Property by the legal description of the Property attached as Exhibits A, B and C;
- ii. a non-foreign status affidavit executed by Seller;
- iii. a closing statement and tax proration agreement duly executed by Seller setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller;
- iv. evidence of authority to execute the closing documents required of Seller and enter into this Agreement; and
- v. an affidavit of title executed by Seller, in form reasonably satisfactory to Buyer, Seller and Title Company.

c. **Buyer's Instruments.** At the Closing, Buyer shall deliver or cause to be delivered to Seller the following items:

- i. the Purchase Price;
- ii. the Note and mortgage;
- iii. a closing statement and tax proration agreement duly executed by Buyer setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller; and
- iv. evidence of authority to execute the closing documents required of Buyer and enter into this Agreement.

7. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes and installments of assessments, if any, shall be prorated (based on the relevant bills most recently received) as of the date of Closing.

8. **CONDITION OF PREMISES.** Seller represents, warrants and covenants to Buyer that, to the best of Seller's knowledge:

a. Seller is the owner in fee simple title of the Property, free and clear of any and all liens, deeds of trust, land trusts, mortgages, pledges or security interests not of record and any and all leases, charges, joint ownerships, investment interest of third parties or restrictions of any kind;

b. Seller has all necessary lawful authority to enter into this Agreement and to sell and convey the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder;

c. the execution and delivery of this Agreement, the consummation of the transaction herein contemplated and the compliance with the terms of this Agreement will not materially conflict with (with or without notice and/or the passage of time) or result in a material breach of any of the terms or provisions of or constitute a default under (i) any indenture, mortgage, loan agreement or instrument to which Seller is a party or by which Seller or the

Property is bound, (ii) any applicable governmental law or regulation, or (iii) any judgment, order or decree of any court having jurisdiction over Seller or the Property.

Seller shall be deemed to have made the warranties contained in this Section again as of the time and date of the Closing, and the warranties shall survive the Closing and the delivery of the deed provided for herein as well as any investigation made by or on behalf of Buyer, for a period of one (1) year.

d. AS IS CLAUSE. Buyer covenants and agrees that subject to the representations, warranties and covenants set forth in this Section 8 and elsewhere in this Agreement, the Property will be transferred and conveyed by Seller to Buyer in its "as is, where is" condition and with all faults and defects, if any, whatsoever.

9. DELIVERY OF POSSESSION; CASUALTY. Exclusive possession of the Property will be delivered to Buyer on the Closing Date. If, prior to the Closing Date, all or any material part of the Property is damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact. Buyer may, at its option (to be exercised within ten (10) days after Seller's notice), terminate this Agreement, and neither party will have any further obligations under this Agreement (other than indemnification obligations and other obligations that expressly survive a termination of this Agreement). If Buyer fails to give Seller written notice of its termination of this Agreement within said ten (10) day period, Buyer shall be deemed to have elected to proceed with the Closing without a reduction in the amount of the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any insurance proceeds payable by insurance companies to Seller as a result of such damage.

10. CONDEMNATION. If, prior to the Closing Date, all or part of the Property is taken by any governmental authority under its power of eminent domain or if any such taking is threatened, Seller shall immediately give notice to Buyer of such fact. Buyer may, at its option (to be exercised within ten (10) days after Seller's notice), terminate this Agreement, in which event the Deposit will be returned to Buyer and neither party will have any further obligations under this Agreement (other than indemnification obligations and other obligations that expressly survive a termination of this Agreement). If Buyer fails to give Seller written notice of its termination of this Agreement within said ten (10) day period, Buyer shall take title to the Property at Closing without any abatement or adjustment in the Purchase Price, in which event Seller shall unconditionally assign its rights in the condemnation award to Buyer (or Buyer shall receive the condemnation award from Seller if it has already been paid to Seller prior to Closing).

11. ADDITIONAL RESTRICTIVE COVENANT. Buyer covenants that it shall not use or permit any part of the Property to be used, purchased, leased, or otherwise occupied by any healthcare system which conducts any type of services on the Property which would compete with Seller without the prior consent of Seller, which may be withheld at the Seller's discretion. The Parties agree that the aforementioned restrictive covenant in this Section 11 shall be expressly provided for within the special warranty deed evidencing transfer of title from Seller to Buyer, such that the Property shall be subject to said restrictive covenant, which shall run with the land and be binding on the Buyer and its successors and assigns.

12. COVENANTS. Seller covenants as follows:

a. from the date of this Agreement until the Closing, Seller will not, without the prior written consent of Buyer: (i) sell, transfer, convey, or encumber, or cause or permit to

be sold, transferred, conveyed, or encumbered, the Property or any interest in the Property; (ii) grant, create or consent to any easement, restriction, lien, assessment, encumbrance, lease or occupancy agreement affecting the Property; or (iii) perform or permit any act or deed which will diminish or affect Seller's rights in the Property or prevent it from fully performing its obligations under this Agreement; and

b. prior to the Closing, Seller will not take or fail to take any action which materially and adversely changes the condition of the Property.

13. RISK OF LOSS. The risk of loss shall remain with the Seller until Closing.

14. CONFIDENTIALITY/NONDISCLOSURE. Both parties acknowledge and agree that, during the course of negotiations for this transaction, both parties have learned and have had access to the each other trade secrets, confidential information, and proprietary materials which may include but is not limited to, customer lists and identities, employee lists and identities, processes, pricing information, research, payment rates, and other information which is not publicly available generally and which has been developed or acquired by both parties with considerable effort and expense ("Confidential Information"). Each party covenants and agrees to hold all of the other party's Confidential Information in the strictest confidence and not to disclose, divulge or reveal the same to any person or entity other than its principals, employees, attorney, accountants and other professional service providers at any time after the date of this Agreement, except as may be required by law or court order.

15. DEFAULT AND REMEDIES. In the event of any material default hereunder, the parties shall have the following remedies:

a. In the event of a default by Buyer, Seller shall have the right to seek such legal or equitable remedies as may be available to Seller.

b. In the event of a default by Seller, Buyer may avail itself of all remedies under this Agreement, at law or in equity including, but not limited to, the right to obtain a decree of specific performance to require conveyance of the Property to Buyer in accordance with the terms of this Agreement, or to terminate this Agreement.

16. MISCELLANEOUS. It is further agreed as follows:

a. **Notice.** All notices, demands, requests, consents, approvals or other communications (the "Notices") required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered, or sent via regularly scheduled overnight courier or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid. Said Notices shall be deemed received and effective on the earlier of (i) the date actually received (which, in the case of Notices sent by overnight courier, shall be deemed to be the day following delivery of such Notices to such overnight courier), or (ii) three (3) business days after being placed in the United States Mail as aforesaid.

Said Notices shall be sent to the parties at the following addresses, unless otherwise notified in writing:

To Seller: Saint Elizabeth Medical Center, Inc.
One Medical Village Drive
Edgewood, KY 41017
Attn: Chris Mangeot

To Buyer: Triple Crown Developers, LLC
1671 Park Road Suite 1
Ft. Wright Ky 41011
Attn: Tony Berling

b. **Brokerage.** Each party warrants to the other that it has not entered into any agreements with any other broker or realtor to represent its interest in this transaction. Each party shall indemnify and hold the other party harmless from any action or claim, directly or indirectly, asserted in conflict with this foregoing representation. The provisions of this paragraph shall survive Closing or termination of this Agreement.

c. **Entire Agreement; Amendment.** This Agreement, together with all exhibits and documents it references, if any, constitutes the entire understanding among the parties, and supersedes any prior agreements, arrangements and understandings among the parties. This Agreement may not be amended, modified, changed or supplemented, nor may any obligations hereunder be waived, except by a writing signed by the party to be charged or by its agent duly authorized in writing or as otherwise permitted herein.

d. **Binding Effect.** Except as otherwise provided, the provisions and covenants contained in this Agreement shall inure to and be binding upon the representatives, successors and permitted assigns of the parties.

e. **Assignment.** Buyer shall not have the right to assign this Agreement to any other individual or entity without Seller's written consent which shall not be unreasonably withheld, conditioned or delayed.

f. **Captions; Gender.** Captions are included solely for convenience of reference and shall not be considered in the interpretation of this Agreement. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used herein, such gender shall be used as the context deems appropriate.

g. **Time is of the Essence.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day.

h. **Survival.** Except as otherwise expressly provided herein, no term, provision, condition, obligation, representation or warranty set forth herein shall survive the Closing or earlier termination of this Agreement.

i. **Governing Law.** This Agreement and each and every related document is to be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

j. **Waiver.** No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party. However, the party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition.


k. **Counterparts: Facsimile/Electronic Mail.** This Agreement may be executed via email (PDF) and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

l. **No Recording.** This Agreement shall not be recorded by Buyer in the real estate records of the county where the Property is located, or otherwise.

IN WITNESS the parties have executed this Agreement as of the date set forth above.

SELLER:

**SAINT ELIZABETH MEDICAL
CENTER, INC.,**
a Kentucky nonprofit corporation

BY: 
Print Name: Gary Blank
Title: Vice President

BUYER:

TRIPLE CROWN DEVELOPERS, LLC
a Kentucky limited liability company

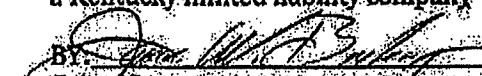
BY: 
Print Name: JAMES W. BERLING
Title: Member

EXHIBIT A

Parcel A

Beginning at the southeast corner of Lot No. 99A of Section No. 31 - Block "C" of Triple Crown Country Club as shown on Plat Cabinet 6 at Page 34 of the Boone County Clerk's Records at Burlington, Kentucky; thence N 9°-03'-17" E along the grantors west property line 1,488.44 feet to a point; thence along the northwest property line of the grantors property S 82°-23'-31" E 160.42 feet, N 24°-25'-30" E 143.54 feet, N 54°-23'-49" E 157.95 feet and N 69°-37'-27" E 38.07 feet to a corner; thence S 45°-02'-21" E along the northeast line of the grantor 120.10 feet to a point; thence through the lands of the grantor S 57°-38'-59" W 143.84 feet, S 21°-12'-48" W 131.25 feet, N 68°-47'-12" W 20.57 feet, S 21°-12'-48" W 57.40 feet, S 2°-01'-07" W 216.69 feet, S 83°-52'-06" E 300.63 feet, S 34°-13'-54" E 204.30 feet, S 54°-54'-28" W 279.45 feet, S 37°-09'-22" E 143.00 feet, S 6°-56'-16" W 558.64 feet, S 83°-03'-44" E 6.05 feet, S 6°-56'-16" W 190.00 feet to a point in the grantors south property line; thence along the south property line of the grantor N 83°-03'-44" W 677.21 feet to the place of beginning.

Containing 20.6325 Acres

EXHIBIT B

Parcel B

Beginning at a point in the north line of Lot No. 34 of Section No. 32 – Block "C" of Triple Crown Country Club as shown on Plat Cabinet 6 at Page 130 of the Boone County Clerk's Records at Burlington, Kentucky, said point being 17.27 feet east of the northwest corner of said Lot No. 34; thence S 83°-03'-44" E along the north line of Section No. 32 – Block "C" Triple Crown Country Club 1,039.41 feet to a point; thence through the lands of the grantor N 35°-10'-06" W 429.89 feet; N 35°-08'-18" W 395.17 feet, N 35°-07'-23" W 313.98 feet, N 35°-05'-45" W 319.91 feet, S 54°-54'-28" W 279.45 feet, S 37°-09'-22" E 143.00 feet, S 6°-56'-16" W 558.64 feet, S 83°-09'-44" E 6.05 feet and S 6°-56'-16" W 190.00 feet to the place of beginning.

Containing 13.8164 Acres

EXHIBIT C

Parcel C

Beginning at the west corner of Lot No. 25 of Section No. 7 of Triple Crown Country Club as shown on Plat No. 217B of the Boone County Clerk's Records in Burlington, Kentucky; thence through the lands of the grantor S 27°-37'-44" W 341.08 feet to a point; thence in a westerly direction along a curve as it curves to the right with a radius of 225.00 feet, and arc distance of 161.93 feet to a point; thence N 68°-17'-07" W 69.82 feet, S 21°-42'-53" W 50.00 feet, N 68°-17'-07" W 77.00 feet, S 21°-42'-53" W 186.08 feet, S 55°-38'-21" W 254.23 feet, N 35°-05'-45" W 210.32 feet, N 34°-13'-54" W 204.30 feet, N 83°-52'-06" W 300.63 feet, N 2°-01'-07" E 216.69 feet, N 21°-12'-48" E 57.40 feet, S 68°-47'-12" E 20.57 feet, N 21°-12'-48" E 131.25 feet, N 57°-38'-59" E 143.84 feet and S 45°-02'-21" E 69.30 feet to the south corner of Lot No. 35 of Section No. 7 of Triple Crown Country Club; thence along the southeast line of Lot No. 35 N 34°-19'-10" E 99.58 feet to the southwest corner of Lot No. 33 of Section No. 7 Triple Crown Country Club; thence along the rear Lot Nos. 28 thru 33 S 80°-11'-19" E 806.80 feet to the west corner of Lot No. 27 of Section No. 7 of Triple Crown Country Club; thence S 56°-22'-23" E along the southwest line of Lot No. 27 83.64 feet to west corner of Lot No. 26 of Section No. 7 of Triple Crown Country Club; thence S 52°-03'-06" E along the rear line of Lot No. 26 125.00 feet to the place of beginning.

Containing 14.8856 Acres

ORDINANCE NO. 2021 - 07

AN ORDINANCE RELATING TO THE BOONE COUNTY FISCAL COURT, KENTUCKY, APPROVING, WITH CONDITIONS, A REQUEST OF TRIPLE COWN DEVELOPERS, LCC (OWNER BY CONTRACT) FOR A ZONING MAP AMENDMENT, SUCH ZONING MAP AMENDMENT BEING A ZONE CHANGE FROM PUBLIC FACILITIES (PF) TO SUBURBAN RESIDENTIAL ONE (SR-1) FOR A 49.3355 ACRE SITE LOCATED ON THE SOUTH AND EAST SIDES OF THE COUNT FLEET DRIVE/MAN O'WAR INTERSECTION, SOUTH AND EAST OF THE PROPERTY AT 757 COUNT FLEET DRIVE, SOUTH OF THE PROPERTIES AT 11261 THROUGH 11317 LONGDEN WAY, EAST OF THE PROPERTIES AT 801 AND 805 COUNT FLEET DRIVE AND THE PROPERTIES AT 12004 THROUGH 12056 JOCKEY CLUB DRIVE, AND NORTH OF THE PROPERTIES AT 1004 THROUGH 1124 MCCARRON LANE, BOONE COUNTY, KENTUCKY.

WHEREAS, the Boone County Planning Commission as the planning unit for the unincorporated areas of Boone County, 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 ORDAINED BY THE FISCAL COURT OF COUNTY OF BOONE, COMMONWEALTH OF KENTUCKY:

Section One

That the request for a Zoning Map Amendment for the real estate which is more particularly described below shall be and is hereby approved, with conditions, this Zoning Map Amendment being a zone change from Public Facilities (PF) to Suburban Residential One (SR-1) for a 49.3355 acre site located on the south and east sides of the Count Fleet Drive/Man O'War intersection, south and east of the property at 757 Count Fleet Drive, south of the properties at 11261 through 11317 Longden Way, east of the properties at 801 and 805 Count Fleet Drive and the properties at 12004 through 12056 Jockey Club Drive, and north of the properties at 1004 through 1124 McCarron Lane, Boone County, Kentucky. The real estate which is the subject of this request for a Zoning Map Amendment in a Public Facilities (PF) zone is more particularly described in DEED BOOKS: 419/444, PAGE NOS: 9/30 respectively (as supplied by the applicant) as recorded in the Boone County Clerk's office.

Section Two

That as a basis for this approval of a 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 and same shall be and are hereby incorporated by reference as if fully set out in this Ordinance and are marked as "Exhibit A."

The Boone County Planning Commission Committee recommended approval for this request based on the findings of fact and conditions as set forth in the Committee Report and same are marked as "Exhibit B."


Section Three

This Ordinance shall be in effect and in full force from and after its passage, publication and adoption, according to law.


First Reading the 26th day of January, 2021

Second Reading - the 9th day of February, 2021

Adopted this 9th day of February, 2021. Yes 4 No 0

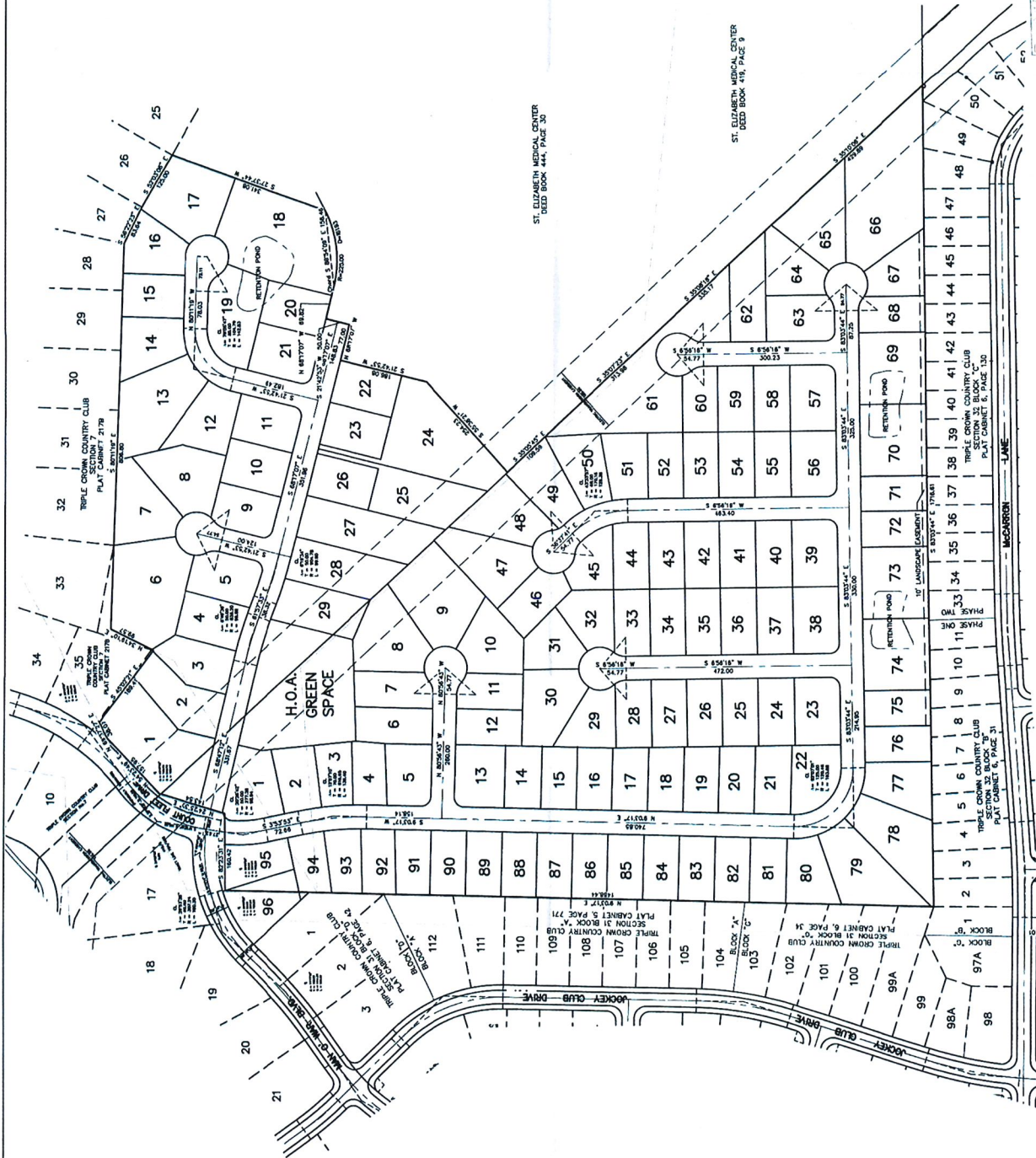


GARY W. MOORE, Judge/Executive
Boone County Fiscal Court

Attest:


Sharon Burcham,
Fiscal Court Clerk

Zone Map Amendment
w/ Comments
M. Schmitt
1/1/2011



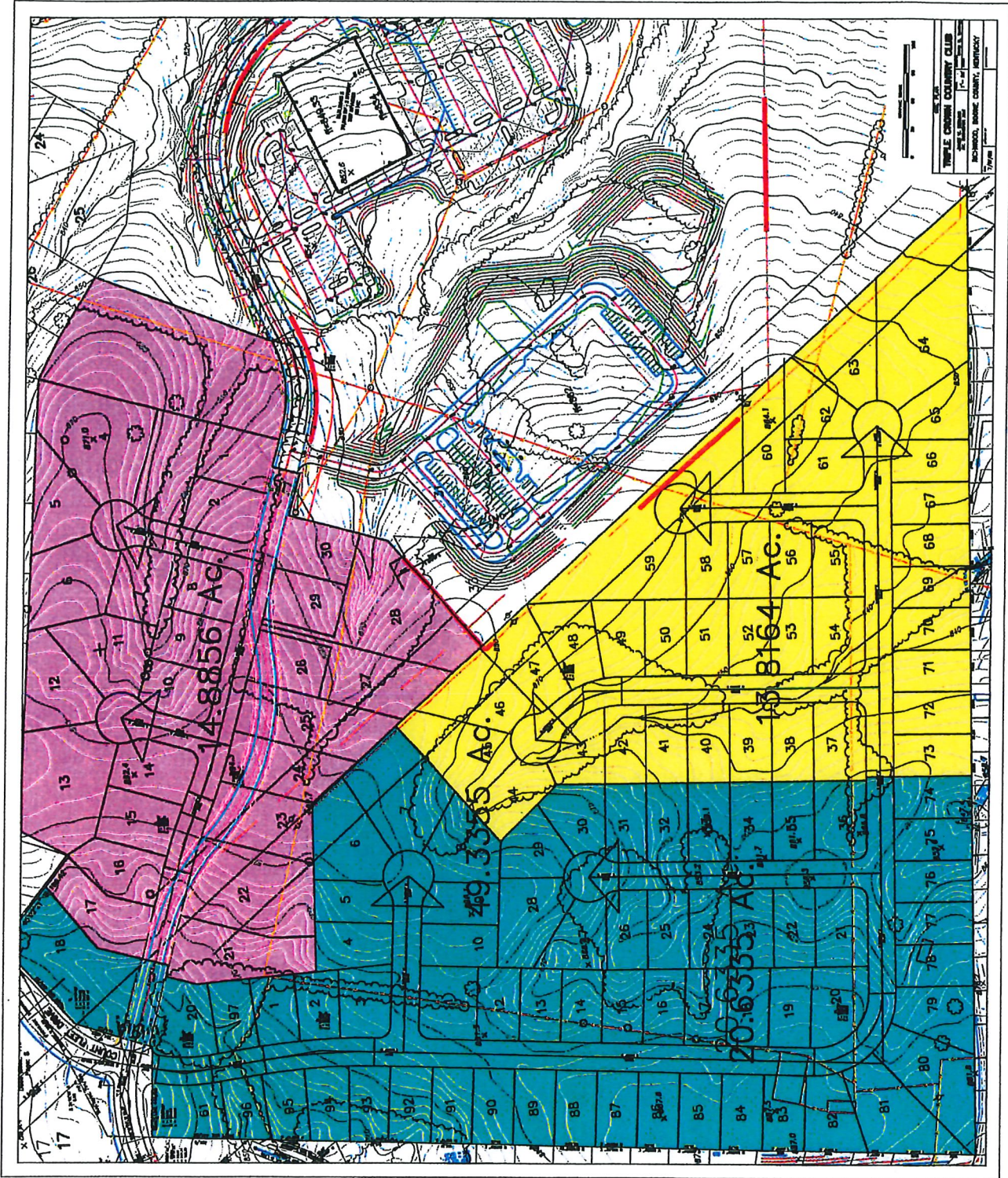
AREA OF SITE = 49.3355 AC.
ZONE P.F. TO SR-1



ZONE CHANGE	
ST. ELIZABETH MEDICAL CENTER	
JAMES W. BERLING ARCHITECT	Chris D. Berling 1" = 50'
RICHWOOD, BOONE COUNTY, KENTUCKY	
10/20/20	



PHASING



Green - Phase 1
Yellow - Phase 2
Purple - Phase 3

Existing Triple Crown Landscaping Examples – Presented At The Zone Change Committee Meeting On December 16, 2020

