



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):

- |   |   |
|---|---|
| <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 9/4/24

ORIGINAL Property Owner's Signature: Christopher Mangos system Director of Real Estate  
(Faxed, Photocopied or Scanned Signatures will NOT be Accepted)

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

# EXHIBIT

“A”

## STAFF REPORT

#1

Request of **Triple Crown Developers LLC, per Tony Berling (applicant)** for **St. Elizabeth Medical Center, per Christopher Mangeot (owner)** for a Zoning Map Amendment from Public Facilities (PF) to Suburban Residential One (SR-1) for an approximate 16 acre area located at the terminus of Man O' War Boulevard, approximately one hundred sixty (160) feet southeast of Authentic Court, and being part of the properties having the following Parcel Identification Numbers (PIDN's): 064.00-00-029.03 and 064.00-00-029.04, Boone County, Kentucky. The request is for a zone change to allow for the development of thirty-four (34) detached single-family residential dwellings.

July 3, 2024

### REQUEST

- A. The submitted request is to rezone approximately 16 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 27 acres.
- B. The applicant is proposing a residential subdivision, as an addition to the Triple Crown Country Club subdivision, containing 34 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
- 2021 A Zoning Map Amendment with a Concept Development Plan was adopted by the Boone County Fiscal Court for the adjacent 49.33 acres changing from PF to SR-1.

### ADJACENT LAND USES AND ZONING

North: Single-family residential (SR-1/CD)

South: Vacant land (SR-1)

East: Vacant land and the proposed St. Elizabeth Medical Center (PF)

West: Single-family residential and vacant land (SR-1/CD)

### SITE CHARACTERISTICS

- A. The site contains approximately 16 acres.
- B. The site will be accessed by an approximate 175 foot extension of Man O' War Boulevard and a connection to the extension of Justify Drive.
- C. The site is currently vacant and heavily wooded.
- D. A 150-foot wide overhead electrical transmission easement runs along the western boundary of the site.
- E. Sanitary sewer lines run along the north side of Man O' War Boulevard, along the south side of Justify Drive, and along the southeast boundary of the site.
- F. An 8-inch public water line runs along the south side of Man O' War Boulevard, and along the north side of Justify Drive.
- G. The site slopes downward toward Richwood Road at an average grade of 7%.

### 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."

### 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. 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).

C. 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).
- D. Man O' War Boulevard is a county-maintained roadway providing for two-way traffic within two driving lanes. The roadway has a pavement width of approximately 28 feet within a 50 foot right-of-way. There are five (5) foot wide sidewalks along both sides of the roadway.

#### CONCEPT PLAN

- A. The submitted Concept Development Plan indicates the following:
1. Provision for 34 lots, at an approximate density of 2.6 units per acre.
  2. Provision of a public street system within a fifty (50) foot right-of-way.
  3. Access via an extension of Man O' War Boulevard.
  4. Provision of a street connection to Justify Drive.
  5. Provision for public water, sanitary sewer, storm sewer, and two retention ponds.

#### 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. Improvement Drawings have been approved, extending Man O' War Boulevard from Richwood Road. The proposed street and utilities will extend in a northwest direction toward the subject site and terminate approximately 550 feet from completing the connection.

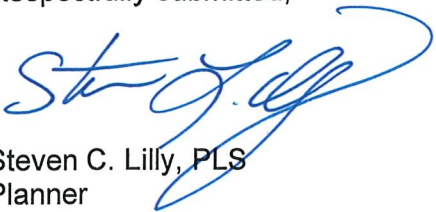
Staff would like the applicant to address the completion of Man O' War Boulevard. Has there been a discussion with St. Elizabeth to complete the connection?

- C. Staff would like the applicant to address the future maintenance of the retention ponds.
- D. Staff would like the applicant to address the types of homes to be constructed on the lots. Will they be similar to the adjacent homes? Will they be subject to the design standards as the rest of Triple Crown?
- E. An inter-departmental email was sent to Boone County Public Works, Boone County Schools, Boone County Water, Sanitation District No. 1, and the Walton Fire District requesting comments pertaining to the submitted application. Email Responses have been attached to the Staff Report.

### 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,

  
Steven C. Lilly, PLS  
Planner

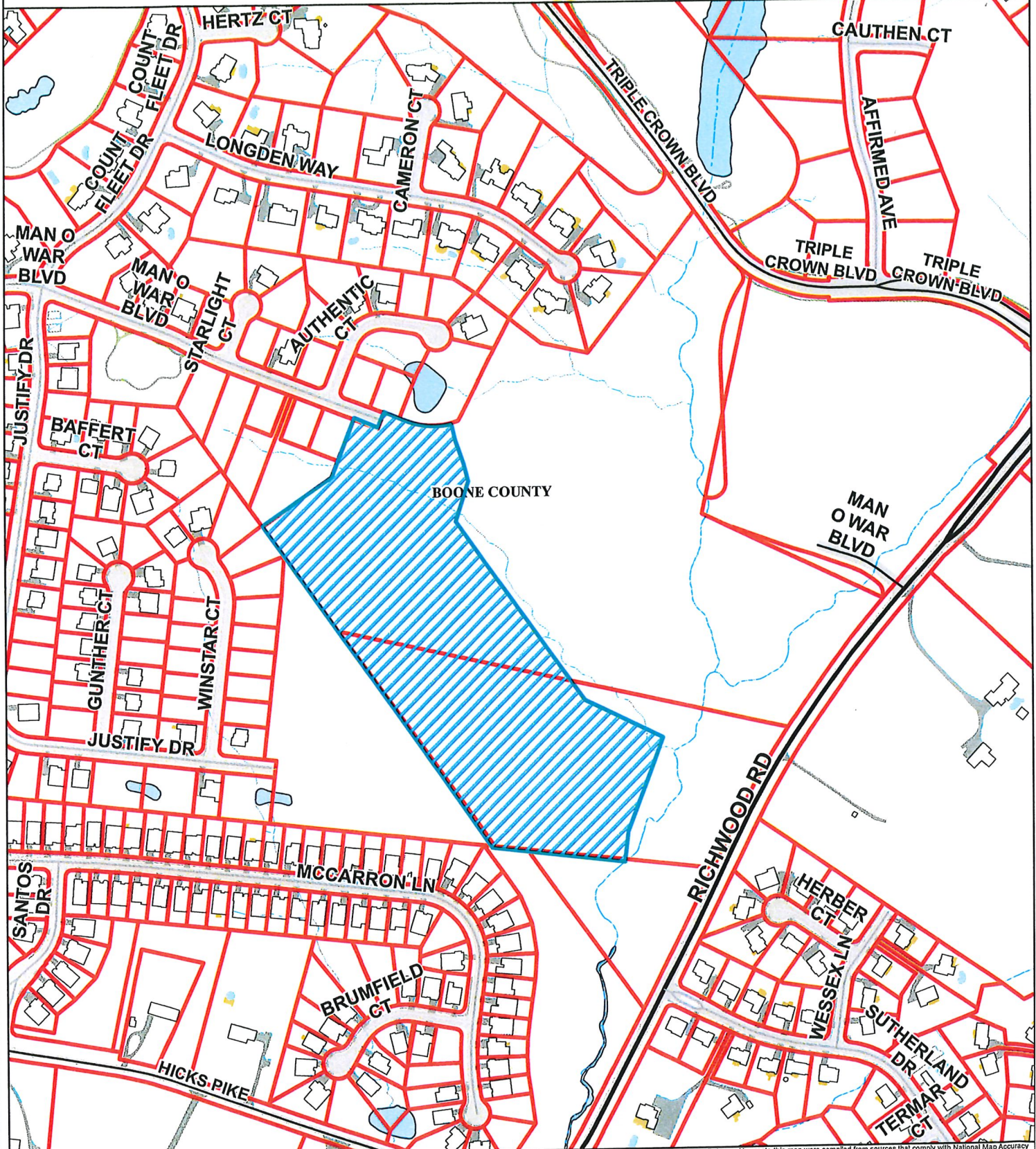
SCL/ss

Attachments:

- \*Vicinity Map
- \*Aerial Map
- \*Topographical Map
- \*Zoning Map
- \*2040 Future Land Use Map
- \*Application
- \*Concept Plan
- \* Inter-departmental emails

# Vicinity Map

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



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0 200 400 800 1,200 1,600 Feet

1 inch = 400 feet



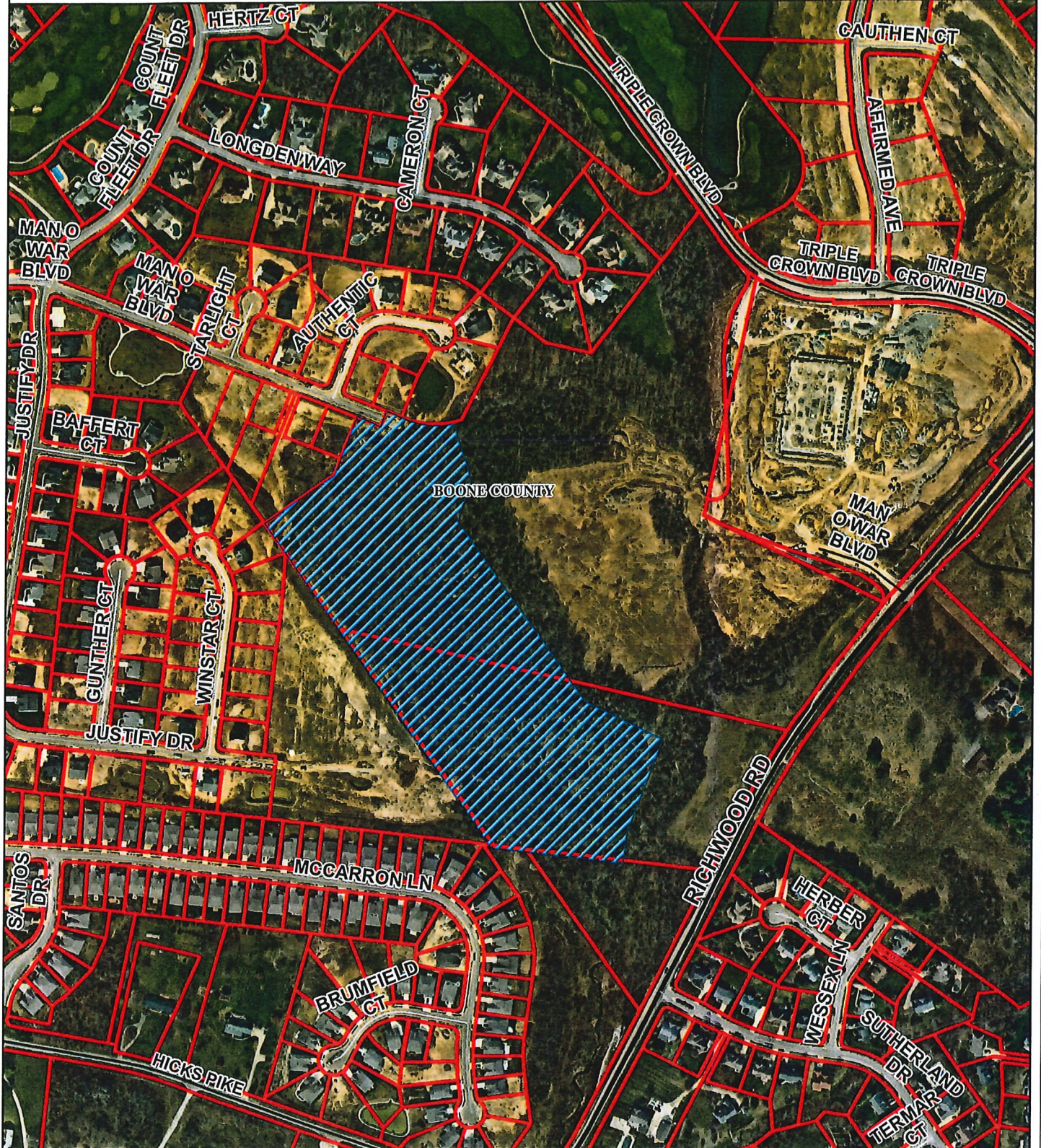
**Boone County GIS - Putting Northern Kentucky on the Map**



Boone County GIS  
ArcMap Document: \*.mxd

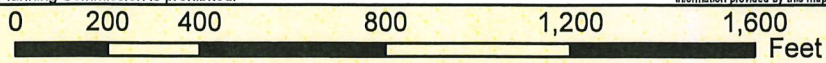
# Aerial Map

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



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1 inch = 400 feet

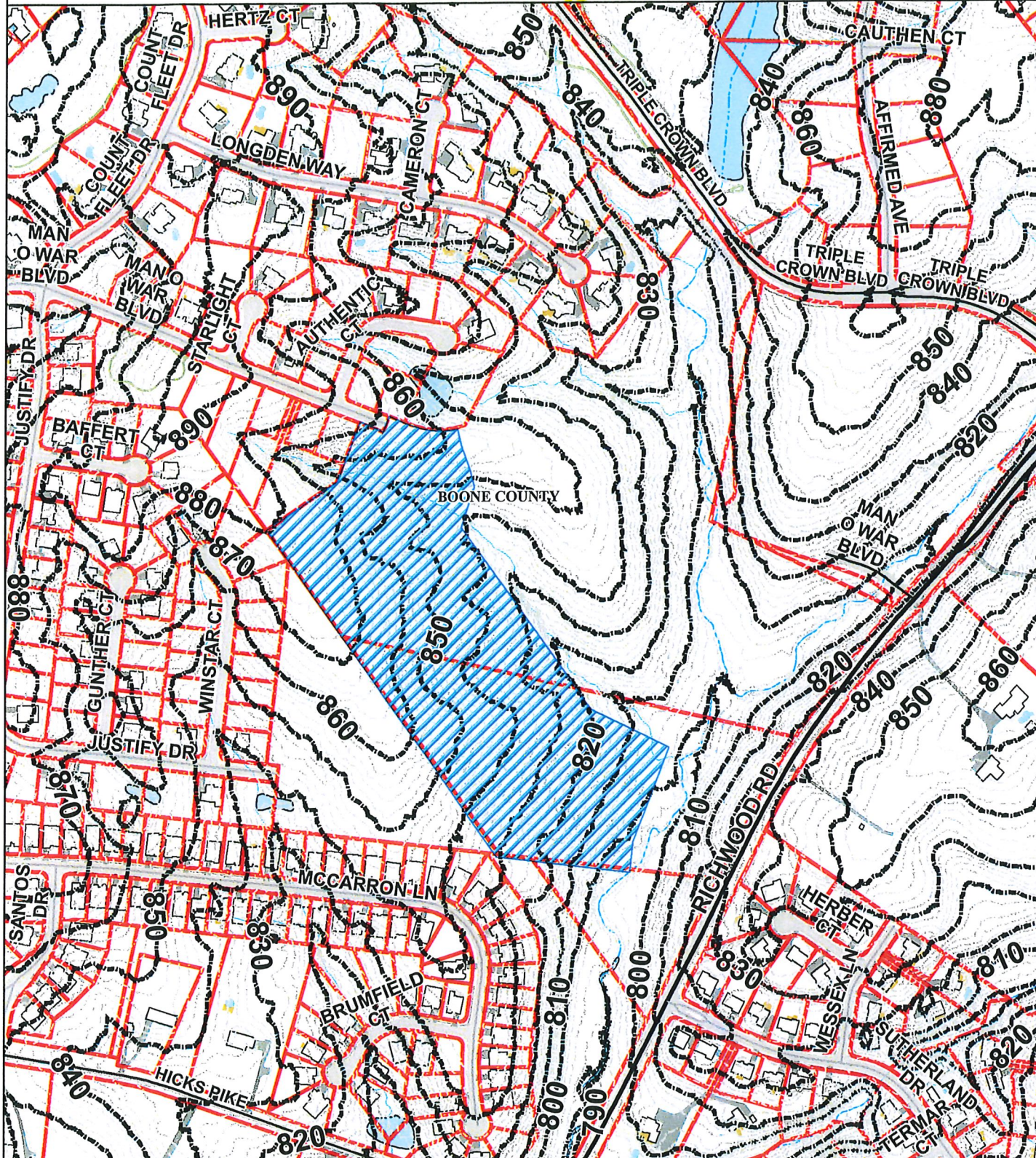


**Boone County GIS - Putting Northern Kentucky on the Map**

Small Print: Boone County GIS 2024  
ArcMap Document: \*mxd

# Topographical Map

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



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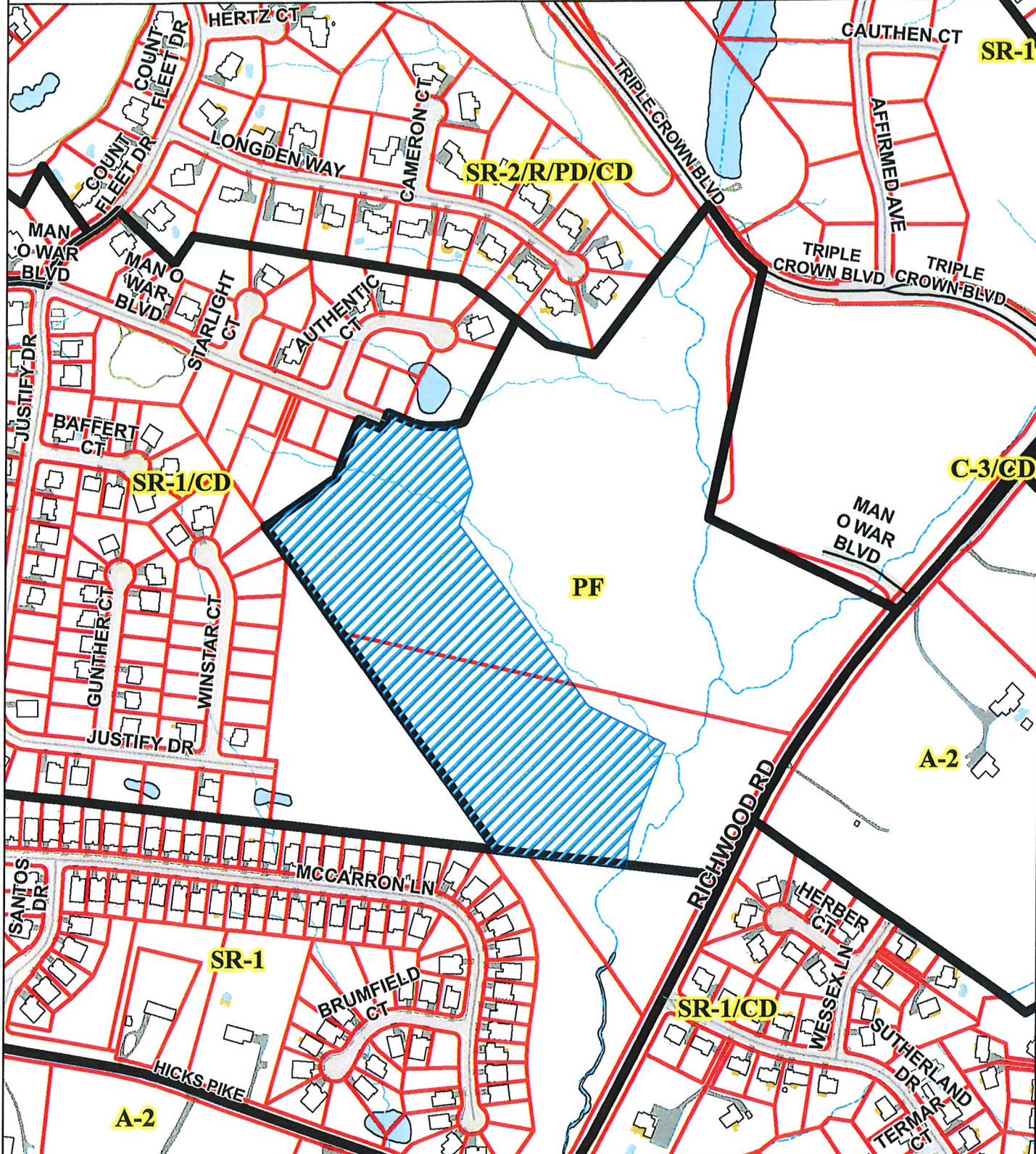


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Boone County GIS  
ArcMap Document: \*.mxd

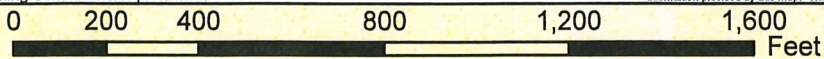
# Zoning Map

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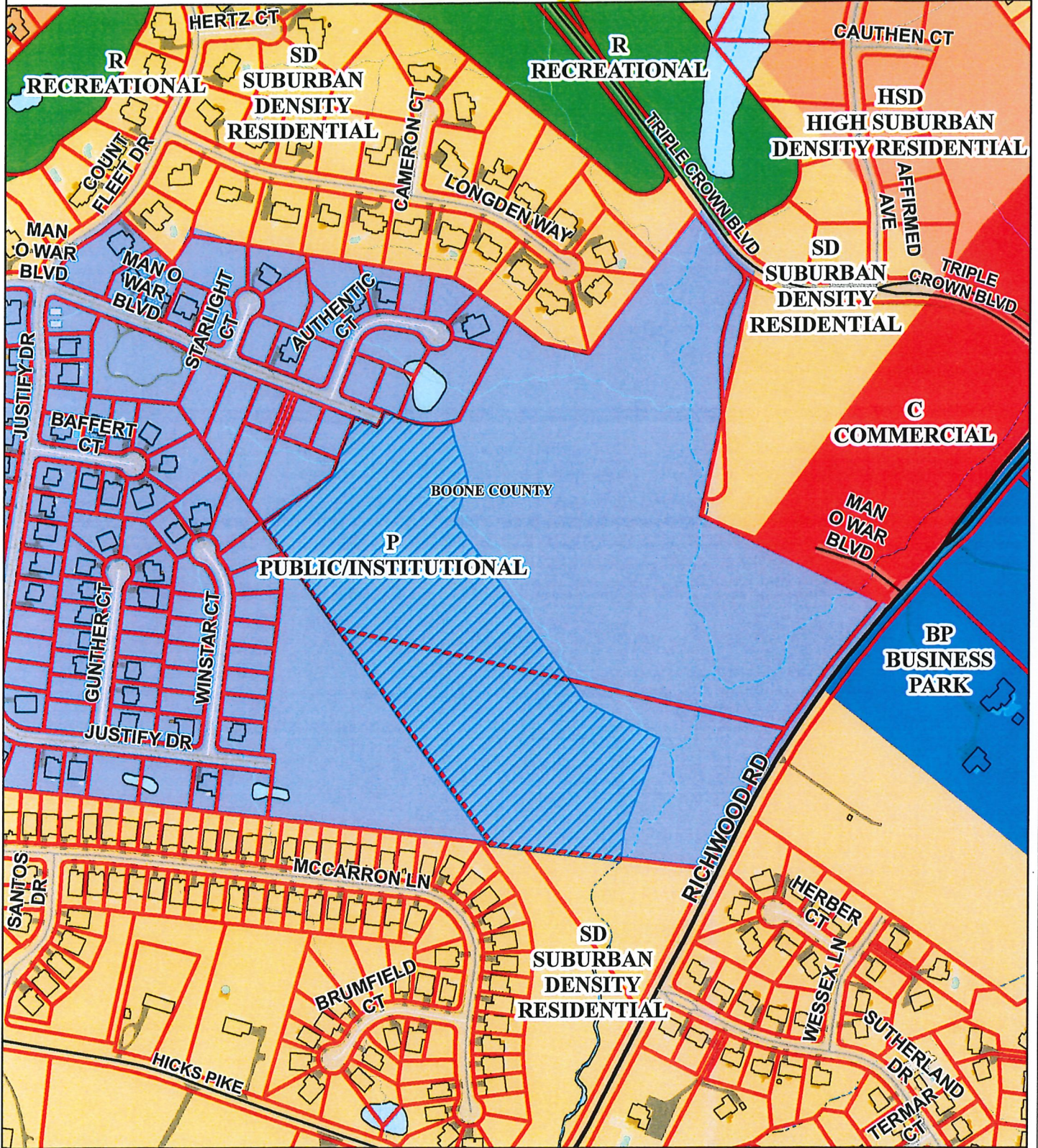
**Boone County GIS - Putting Northern Kentucky on the Map**



Boone County GIS  
ArchMap Document: "zmap"

# 2040 Future Land Use Map

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



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1 inch = 400 feet



**Boone County GIS - Putting Northern Kentucky on the Map**



Map Date: 11/20/2023  
ArcMap Document: \*mxd



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):

- |   |   |
|---|---|
| <input type="checkbox"/> Boone County Building Department   | <input type="checkbox"/> Local Fire District                          |
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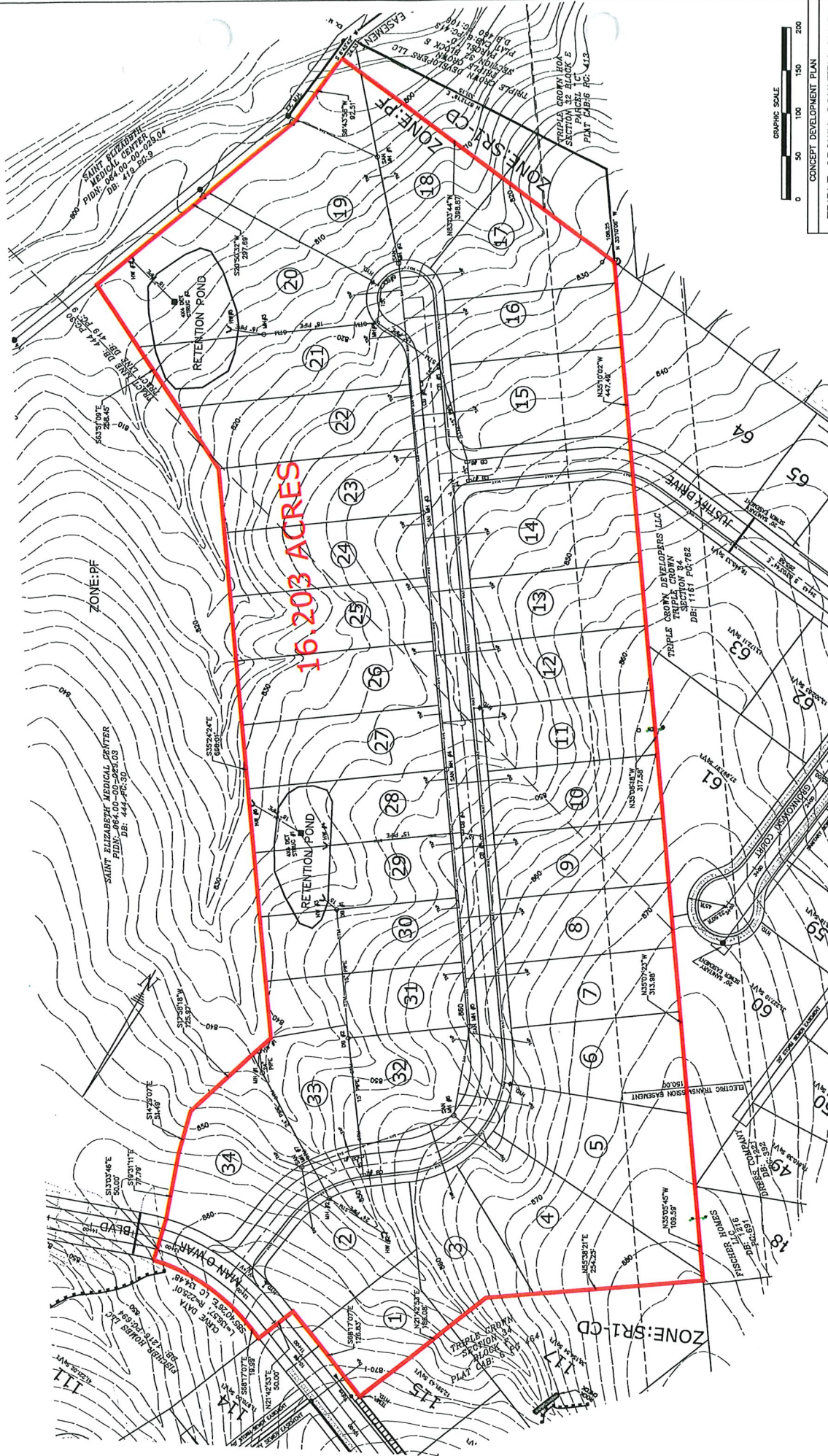
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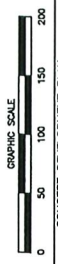
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ORIGINAL Property Owner's Signature: Christopher Manges system Director of Real Estate  
(Faxed, Photocopied or Scanned Signatures will NOT be Accepted)

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



16.203 ACRES



CONCEPT DEVELOPMENT PLAN	
TRIPLE CROWN COUNTRY CLUB	
STEVEN A. BEHUNG	1" = 50'
PL. NUMBER: #1014	DATE: 5/15/24
RICHWOOD, BOONE COUNTY, KENTUCKY	

**Steve Lilly**

---

**From:** Robert Franxman  
**Sent:** Monday, June 24, 2024 4:44 PM  
**To:** Steve Lilly  
**Subject:** RE: Triple Crown Addition - Zoning Map Amendment

Hi Steve,

No comments.

Thanks,  
Rob

**From:** Steve Lilly <steve.lilly@boonecountyky.org>  
**Sent:** Wednesday, June 5, 2024 12:23 PM  
**To:** Robert Franxman <rfranxman@boonecountyky.org>; Daniel Menetrey <dmenetrey@boonecountyky.org>; Jenna LeCount <jlecount@boonecountyky.org>; Bridget Striker <bstriker@boonecountyky.org>; kim.best@boone.kyschools.us; Mike Rouse <miker@boonewater.com>; Charlie Alexander <Charlie.Alexander@waltonfireky.com>; joey.vest@waltonfireky.com; Andy Aman <aaman@sd1.org>; jison@sd1.org  
**Subject:** Triple Crown Addition - Zoning Map Amendment

Good day,

We've received an application and concept development drawing for the following request:

A Map Amendment from Public Facilities (PF) to Suburban Residential One (SR-1) for an approximate 16 acre area located at the terminus of Man O' War Boulevard, approximately one hundred sixty (160) feet southeast of Authentic Court, and being part of the properties having the following Parcel Identification Numbers (PIDN's): 064.00-00-029.03 and 064.00-00-029.04, Boone County, Kentucky. The request is for a zone change to allow for the development of thirty-four (34) detached single-family residential dwellings.

Please review and let me know if you have any revision comments by **June 24, 2024**.

If you have no comments, please let me know as well.

Thanks,

**Steven Lilly, PLS**  
**Planner, Zoning Services**



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

**Steve Lilly**

---

**From:** Daniel Menetrey  
**Sent:** Tuesday, June 11, 2024 4:09 PM  
**To:** Steve Lilly  
**Subject:** RE: Triple Crown Addition - Zoning Map Amendment

No comments

**Daniel Menetrey, PE**  
Boone County Public Works  
Capital Projects Manager  
(859) 334-3580

**From:** Steve Lilly <steve.lilly@boonecountyky.org>  
**Sent:** Wednesday, June 05, 2024 12:23 PM  
**To:** Robert Franxman <rfranxman@boonecountyky.org>; Daniel Menetrey <dmenetrey@boonecountyky.org>; Jenna LeCount <jlecount@boonecountyky.org>; Bridget Striker <bstriker@boonecountyky.org>; kim.best@boone.kyschools.us; Mike Rouse <miker@boonewater.com>; Charlie Alexander <Charlie.Alexander@waltonfireky.com>; joey.vest@waltonfireky.com; Andy Aman <aaman@sd1.org>; jison@sd1.org  
**Subject:** Triple Crown Addition - Zoning Map Amendment

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If you have no comments, please let me know as well.

Thanks,

**Steven Lilly, PLS**  
Planner, Zoning Services



**BOONE COUNTY**  
**PLANNING COMMISSION**

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

**Steve Lilly**

---

**From:** Asst. Chief Charlie Alexander <Charlie.Alexander@waltonfireky.com>  
**Sent:** Friday, June 7, 2024 2:23 PM  
**To:** Steve Lilly  
**Subject:** RE: Triple Crown Addition - Zoning Map Amendment

**EXTERNAL MESSAGE**

Steve,

Walton Fire has not comment, this project can move forward from a life safety standpoint.

Thank you,

*Charlie Alexander*  
**Assistant Chief**  
**Walton Fire Protection Dist.**  
P 859.485.7439  
F 859.485.4161  
C 859.918.8666



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**From:** Steve Lilly <steve.lilly@boonecountyky.org>  
**Sent:** Wednesday, June 5, 2024 12:23 PM  
**To:** Robert Franxman <rfranxman@boonecountyky.org>; Daniel Menetrey <dmenetrey@boonecountyky.org>; Jenna LeCount <jlecount@boonecountyky.org>; Bridget Striker <bstriker@boonecountyky.org>; kim.best@boone.kyschools.us; Mike Rouse <miker@boonewater.com>; Asst. Chief Charlie Alexander <Charlie.Alexander@waltonfireky.com>; Chief Joey Vest <Joey.Vest@waltonfireky.com>; Andy Aman <aaman@sd1.org>; jison@sd1.org  
**Subject:** Triple Crown Addition - Zoning Map Amendment

Good day,

**Steve Lilly**

---

**From:** Bridget Striker  
**Sent:** Wednesday, June 5, 2024 2:05 PM  
**To:** Steve Lilly  
**Subject:** RE: Triple Crown Addition - Zoning Map Amendment

Steve,

I don't have any comments regarding the Triple Crown Addition - Zoning Map Amendment.

Thank you,

Bridget

**From:** Steve Lilly <steve.lilly@boonecountyky.org>  
**Sent:** Wednesday, June 5, 2024 12:23 PM  
**To:** Robert Franxman <rfranxman@boonecountyky.org>; Daniel Menetrey <dmenetrey@boonecountyky.org>; Jenna LeCount <jlecount@boonecountyky.org>; Bridget Striker <bstriker@boonecountyky.org>; kim.best@boone.kyschools.us; Mike Rouse <miker@boonewater.com>; Charlie Alexander <Charlie.Alexander@waltonfireky.com>; joey.vest@waltonfireky.com; Andy Aman <aaman@sd1.org>; jison@sd1.org  
**Subject:** Triple Crown Addition - Zoning Map Amendment

Good day,

We've received an application and concept development drawing for the following request:

A Map Amendment from Public Facilities (PF) to Suburban Residential One (SR-1) for an approximate 16 acre area located at the terminus of Man O' War Boulevard, approximately one hundred sixty (160) feet southeast of Authentic Court, and being part of the properties having the following Parcel Identification Numbers (PIDN's): 064.00-00-029.03 and 064.00-00-029.04, Boone County, Kentucky. The request is for a zone change to allow for the development of thirty-four (34) detached single-family residential dwellings.

Please review and let me know if you have any revision comments by **June 24, 2024**.

If you have no comments, please let me know as well.

Thanks,

**Steven Lilly, PLS**  
**Planner, Zoning Services**



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

**Steve Lilly**

---

**From:** Mike Rouse <miker@boonewater.com>  
**Sent:** Thursday, June 6, 2024 10:33 AM  
**To:** Steve Lilly  
**Subject:** Re: Triple Crown Addition - Zoning Map Amendment

**EXTERNAL MESSAGE**

Steve,

No comments.

Thanks,  
Mike

Mike Rouse / Project Manager  
Boone County Water District  
2475 Burlington Pike  
Burlington, Ky. 41005

Office: 859-586-7270  
Mobile: 859-991-5104

---

**From:** Steve Lilly <steve.lilly@boonecountyky.org>  
**Sent:** Wednesday, June 5, 2024 12:22 PM  
**To:** Robert Franxman <rfranxman@boonecountyky.org>; Daniel Menetrey <dmenetrey@boonecountyky.org>; Jenna LeCount <jlecount@boonecountyky.org>; Bridget Striker <bstriker@boonecountyky.org>; kim.best@boone.kyschools.us <kim.best@boone.kyschools.us>; Mike Rouse <miker@boonewater.com>; Charlie Alexander <Charlie.Alexander@waltonfireky.com>; joey.vest@waltonfireky.com <joey.vest@waltonfireky.com>; Andy Aman <aaman@sd1.org>; jison@sd1.org <jison@sd1.org>  
**Subject:** Triple Crown Addition - Zoning Map Amendment

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Please review and let me know if you have any revision comments by **June 24, 2024**.

If you have no comments, please let me know as well.

Thanks,

**EXHIBIT**

**“B”**

**ZONE CHANGE/CONCEPT PLAN COMMITTEE REPORT**

**TO:** Boone County Planning Commission

**FROM:** Steve Harper, Chairman

**DATE:** July 25, 2024

**RE:** Request of **Triple Crown Developers LLC, per Tony Berling (applicant)** for **St. Elizabeth Medical Center, per Christopher Mangeot (owner)** for a Zoning Map Amendment from Public Facilities (PF) to Suburban Residential One (SR-1) for an approximate 16 acre area located at the terminus of Man O' War Boulevard, approximately one hundred sixty (160) feet southeast of Authentic Court, and being part of the properties having the following Parcel Identification Numbers (PIDN's): 064.00-00-029.03 and 064.00-00-029.04, Boone County, Kentucky. The request is for a zone change to allow for the development of thirty-four (34) detached single-family residential dwellings.

**REMARKS:**

1. We, the Committee Members were present at the Committee Meeting and voted on the above request or else were absent from voting. Further, based upon the vote, the Committee directs the Staff to draft the finding of fact, if deemed necessary, to complete the Committee Report.
2. We, the Committee, recommend approval of the Zoning Map Amendment request based on the following findings of fact:

**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 34 detached single-family dwellings at a density of 2.6 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 27 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 Committee concluded that the proposed SR-1 district, along with the concept development plan, is consistent with several Our Boone County Plan 2040 Goals and Objectives.

- a. 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).
- b. 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).
- c. 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).
- d. Home ownership shall be encouraged and incentivized as well as redevelopment and renovation of deteriorating housing stock (Demographics Goal B, Objective 3).
- e. 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).
- f. 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).

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: Steve Harper, Chairman

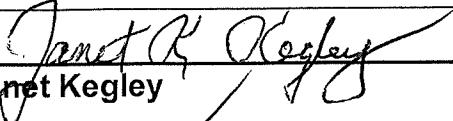
DATE: July 24, 2024

REMARKS:

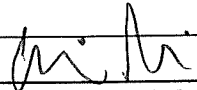
We, the Committee Members were present at the Committee Meeting and voted on the above request or else were absent from voting. Further, based upon the vote, the Committee directs the Staff to draft the findings of fact and conditions if deemed necessary in order to complete the Committee Report.

**ZONING MAP AMENDMENT, Steve Harper, Chairman, Steve Lilly, Staff**

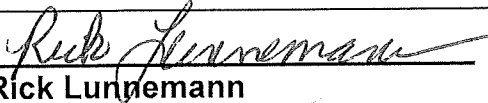
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\_\_\_\_\_  
**Janet Kegley**

For Project  Absent \_\_\_\_\_  
Against Project \_\_\_\_\_  
Abstain \_\_\_\_\_ Deferred \_\_\_\_\_

  
\_\_\_\_\_  
**Corrin Gulick**

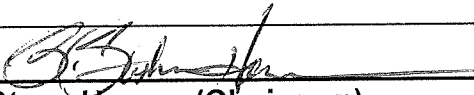
For Project  Absent \_\_\_\_\_  
Against Project \_\_\_\_\_  
Abstain \_\_\_\_\_ Deferred \_\_\_\_\_

  
\_\_\_\_\_  
**Rick Lunnemann**

For Project  Absent \_\_\_\_\_  
Against Project \_\_\_\_\_  
Abstain \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
**Kathy Clark (Alternate)**

For Project \_\_\_\_\_ Absent \_\_\_\_\_  
Against Project \_\_\_\_\_  
Abstain \_\_\_\_\_ Deferred \_\_\_\_\_

  
\_\_\_\_\_  
**Steve Harper (Chairman)**

For Project  Absent \_\_\_\_\_  
Against Project \_\_\_\_\_  
Abstain \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
**Steve Turner (Alternate)**

For Project \_\_\_\_\_ Absent \_\_\_\_\_  
Against Project \_\_\_\_\_  
Abstain \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
**David Hincks**

For Project \_\_\_\_\_ Absent \_\_\_\_\_  
Against Project \_\_\_\_\_  
Abstain \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
**Jackie Steele (Alternate)**

For Project \_\_\_\_\_ Absent \_\_\_\_\_  
Against Project \_\_\_\_\_  
Abstain \_\_\_\_\_

**TOTAL:** \_\_\_\_\_ DEFERRED 4 FOR PROJECT 1 ABSENT  
\_\_\_\_\_ AGAINST PROJECT \_\_\_\_\_ ABSTAIN

**BOONE COUNTY PLANNING COMMISSION  
BOONE COUNTY ADMINISTRATION BUILDING  
BOONE COUNTY FISCAL COURTROOM  
PUBLIC HEARINGS  
JULY 3 2024  
7:30 P.M.**

---

Chairman Rolfsen opened the Public Hearings at 7:30 p.m. and welcomed the audience to the Planning Commission's July 3, 2024 Public Hearings.

**COMMISSION MEMBERS PRESENT:**

Mrs. Kathy Clark  
Mrs. Pamela Goetting  
Ms. Corrin Gulick, Vice Chairwoman  
Mr. Steve Harper, Temporary Presiding Officer  
Mr. David Hincks  
Mrs. Janet Kegley  
Mr. Rick Lunnemann  
Mr. Eric Richardson  
Mr. Charlie Rolfsen, Chairman  
Mr. Bob Schwenke  
Mrs. Jackie Steele, Secretary/Treasurer  
Mr. Tom Szurlinski

**COMMISSION MEMBERS NOT PRESENT:**

Mr. Randy Bessler  
Mr. Steve Turner  
Mr. Kenny Vaught

**LEGAL COUNSEL PRESENT:**

Mr. Dale Wilson

**STAFF MEMBERS PRESENT:**

Mr. Kevin P. Costello, AICP, Executive Director  
Mr. Michael D. Schwartz, Director, Zoning Services  
Steve Lilly, PLS, GISP, Planner

Chairman Rolfsen introduced the first item on the Agenda:

ZONING MAP AMENDMENT, Steve Lilly, Staff

1. Request of Triple Crown Developers LLC, per Tony Berling (applicant) for St. Elizabeth Medical Center, per Christopher Mangeot (owner) for a Zoning Map Amendment from Public Facilities (PF) to Suburban Residential One (SR-1) for an approximate 16 acre area located at the terminus of Man O War Boulevard, approximately one hundred sixty (160) feet southeast of Authentic Court, and being part of the properties having the following Parcel Identification Numbers (PIDN's): 064.00-00-029.03 and 064.00-00-029.04, Boone County, Kentucky. The request is for a zone change to allow for the development of thirty-four (34) detached single-family residential dwellings.

Staff member, Steve Lilly, referred to his PowerPoint presentation (see Staff Report). The site is 16 acres in size. It is located at the terminus of Man O' War Boulevard. The remaining St. Elizabeth property is 27 acres. The current zoning of the subject site is Public Facilities (PF). In 1990, the Comprehensive Plan identified the site as Suburban Density Residential (SD). The site was rezoned to PF in 1992 as part of the countywide Zoning Update. In 1995, the site was redesignated as Public/Institutional as part of the Future Land Use Map. North and west of the site are single family residential uses and a SR-1 zoning district. South of the site is vacant land that is zoned SR-1. East of the site is the St. Elizabeth Medical Center that is under construction. In 2021, there was a Zoning Map Amendment request to change the adjacent property west of the site from PF to SR-1. The site is heavily wooded. Man O' War Boulevard will provide access by extending it 175 feet to the east. Sanitary sewer lines are available at the end of Man O' War Boulevard. Water service is also available off Man O' War Boulevard. The site slopes downward towards Richwood Road with an average grade of 7%. The 2040 Future Land Use Map designates the site for Public/ Institutional uses. Pages 3-6 of the Staff Report include references to the Comprehensive Plan. Mr. Lilly showed photographs of the subject site. He referred to the submitted Concept Development Plan. It includes 34 lots at approximately 2.6 dwelling units per acre. The proposed public street will connect to Man O' War Boulevard and Justify Drive. Two retention ponds are planned for the site. There were no comments about the proposed project from outside agencies. Mr. Lilly showed a proposed connection of Man O' War Boulevard with Richwood Road. In regard to Staff Concerns, Staff would like the applicant to address which finding is relevant to pursuing the Zone Change request. The second concern is the timing of the Man O' War Boulevard connection. The applicant should address who will maintain the retention ponds. Finally, will the proposed homes be similar to the ones in the area and have the same design standards?

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

Mr. Tony Berling, applicant, stated that the project is an extension of the Justify section of Triple Crown Subdivision. Homes will be built by Drees and Fischer Homes with a price range between \$500,000 and \$800,000. Mr. Berling distributed a drawing of the proposed street connection (see

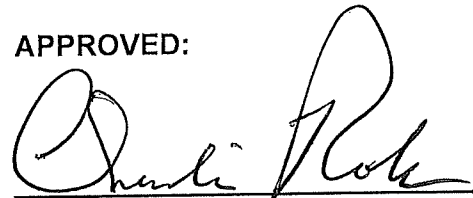
Exhibit A). They will be building the Man O' War Boulevard extension to the hospital property. They are hopeful that the connection will occur by the Fall of next year. The individual homeowners will maintain the retention ponds. Sections of Justify already have shared maintenance for retention ponds.

Chairman Rolfsen asked if anyone in the audience would like to speak in favor or against the request or had any questions?

Seeing no one, Chairman Rolfsen asked if the Commissioners had any questions or comments?

Seeing no further questions or comments, Chairman Rolfsen announced that the Committee Meeting for this item will be on July 24, 2024 at 5:00 P.M. This item will be on the Agenda for the Business Meeting on August 7, 2024 at 7:00 p.m. in the Fiscal Courtroom. Chairman Rolfsen closed the Public Hearing at 7:38 p.m.

APPROVED:



Charlie Rolfsen  
Chairman

Attest:



Kevin P. Costello, AICP  
Executive Director

Exhibit A – Man O' War Boulevard Extension Plat

**BOONE COUNTY PLANNING COMMISSION  
BOONE COUNTY ADMINISTRATION BUILDING  
BOONE COUNTY FISCAL COURTROOM  
PUBLIC HEARINGS  
JULY 3 2024  
7:30 P.M.**

---

Chairman Rolfsen opened the Public Hearings at 7:30 p.m. and welcomed the audience to the Planning Commission's July 3, 2024 Public Hearings.

**COMMISSION MEMBERS PRESENT:**

Mrs. Kathy Clark  
Mrs. Pamela Goetting  
Ms. Corrin Gulick, Vice Chairwoman  
Mr. Steve Harper, Temporary Presiding Officer  
Mr. David Hincks  
Mrs. Janet Kegley  
Mr. Rick Lunnemann  
Mr. Eric Richardson  
Mr. Charlie Rolfsen, Chairman  
Mr. Bob Schwenke  
Mrs. Jackie Steele, Secretary/Treasurer  
Mr. Tom Szurlinski

**COMMISSION MEMBERS NOT PRESENT:**

Mr. Randy Bessler  
Mr. Steve Turner  
Mr. Kenny Vaught

**LEGAL COUNSEL PRESENT:**

Mr. Dale Wilson

**STAFF MEMBERS PRESENT:**

Mr. Kevin P. Costello, AICP, Executive Director  
Mr. Michael D. Schwartz, Director, Zoning Services  
Steve Lilly, PLS, GISP, Planner

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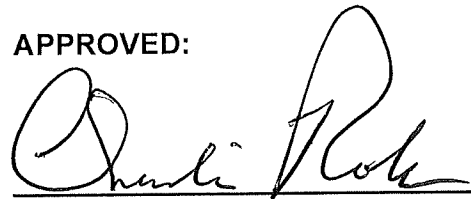
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Chairman Rolfsen asked if anyone in the audience would like to speak in favor or against the request or had any questions?

Seeing no one, Chairman Rolfsen asked if the Commissioners had any questions or comments?

Seeing no further questions or comments, Chairman Rolfsen announced that the Committee Meeting for this item will be on July 24, 2024 at 5:00 P.M. This item will be on the Agenda for the Business Meeting on August 7, 2024 at 7:00 p.m. in the Fiscal Courtroom. Chairman Rolfsen closed the Public Hearing at 7:38 p.m.

APPROVED:



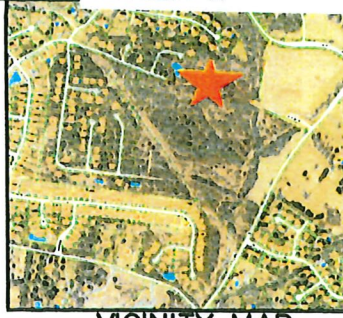
Charlie Rolfsen  
Chairman

Attest:



Kevin P. Costello, AICP  
Executive Director

Exhibit A – Man O' War Boulevard Extension Plat



VICINITY MAP

SAINT ELIZABETH MEDICAL CENTER  
PIDN: 064.00-00-029.03  
DB: 444 PG:30

TRIPLE CROWN  
SECTION 34  
BLOCK 6  
PLAT C.B.P. 6 P.C. 464

$\Delta = 71'47'50''$   
C.L.=329.64  
C.B.=S73°37'17"E  
T = 203.47  
R = 281.10  
L = 352.24

$\Delta = 71'47'50''$   
C.L.=271.01  
C.B.=N73°37'17"W  
T = 167.28  
R = 231.10  
L = 289.59

S 52°16'38" W  
50.00

RIGHT-OF-WAY PARCEL - 0.7872 ACRES

SAINT ELIZABETH MEDICAL CENTER  
PIDN: 064.00-00-029.03  
DB: 444 PG:30

111

$\Delta = 6'27'26''$   
C.L.=25.34  
C.B.=N73°42'31"E  
T = 12.69  
R = 225.00  
L = 25.36

P.O.B.

$\Delta = 6'27'26''$   
C.L.=30.98  
C.B.=S73°42'31"W  
T = 15.51  
R = 275.00  
L = 30.99

N 13°03'46" W  
50.00

MAN O WAR BLVD

GRAPHIC SCALE



EXHIBIT B

SAINT ELIZABETH MEDICAL CENTER  
& TRIPLE CROWN DEVELOPERS LLC

BACK REFERENCE:  
DEED BOOK: 444 PAGE 30  
GROUP NO: 77 AND 2064

RIGHT-OF-WAY PARCEL - 0.7872 ACRES

STEVEN A. BERLING  
KY. SURVEYOR No.3206  
1671 PARK ROAD SUITE ONE  
FT. WRIGHT KY. 41011

DRAWN BY Elliott J. Berling

DATE 5/22/24

SCALE 1" = 100'



**BOONE COUNTY PLANNING COMMISSION  
BOONE COUNTY FISCAL COURTROOM  
BURLINGTON, KENTUCKY  
BUSINESS MEETING  
AUGUST 7, 2024  
7:00 P.M.**

---

Chairman Rolfsen opened the Business Meeting at 7:00 p.m. and welcomed the audience to the Planning Commission's August 7, 2024 Business Meeting. Chairman Rolfsen then invited everyone to join him in reciting the Pledge of Allegiance.

**COMMISSION MEMBERS PRESENT:**

Mr. Randy Bessler  
Mrs. Kathy Clark  
Mrs. Pamela Goetting  
Ms. Corrin Gulick, Vice Chairwoman  
Mr. Steve Harper, Temporary Presiding Officer  
Mrs. Janet Kegley  
Mr. Rick Lunnemann  
Mr. Eric Richardson  
Mr. Charlie Rolfsen, Chairman  
Mr. Bob Schwenke  
Mrs. Jackie Steele, Secretary/Treasurer  
Mr. Tom Szurlinski  
Mr. Steve Turner  
Mr. Kenny Vaught

**COMMISSION MEMBERS NOT PRESENT:**

Mr. David Hincks

**LEGAL COUNSEL PRESENT:**

Mr. Dale Wilson

**STAFF MEMBERS PRESENT:**

Mr. Kevin P. Costello, AICP, Executive Director  
Mr. Michael Schwartz, Director, Zoning Services  
Mr. Steve Lilly, GISP, Planner  
Ms. Lauren Elliott, Planner

**APPROVAL OF THE MINUTES:**

Chairman Rolfsen stated that the Commissioners received copies of the Minutes from the July 24, 2024 Business Meeting. He asked if there were any comments or corrections?

**Mrs. Goetting moved to approve the Minutes as presented. Mr. Turner 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 July 4, 2024 and August 7, 2024.

**EXPENSES:**

Accounting Fees	1,769.00
Attorney Fees	4,800.00
Auto Expense	71.03
Consultant/Professional Svcs Fees	15,811.75
Filing Fees	1,250.00
GIS Operations	3,590.00
Legal Ads/Recruitment	671.52
Miscellaneous Expense	609.00
Office & Board Meeting Supplies	1,227.13
Office Equipment / Expense	1,636.34
Printing/Pub/Dues/Subscriptions	618.50
Professional Development	<u>897.08</u>

**TOTAL: \$ 32,951.35**

**SALARIES AND BENEFITS:**

FICA-BCPC Portion	\$ 9,581.77
Health/Dental/Life/LTD	18,178.66
Retirement – BCPC Portion	18,443.04
Salaries – Staff Expenses	130,959.44
Salaries – BCPC & BOA	<u>1,420.00</u>

**TOTAL: \$ 178,582.91**

**GRAND TOTAL: \$ 211,534.26**

**Mrs. Gulick 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. Mr. Richardson seconded the motion and it carried unanimously.**

**ACTION ON PLAN REVIEWS:**

**ZONING MAP AMENDMENT, Steve Harper, Chairman, Steve Lilly, Staff**

1. Request of **Triple Crown Developers LLC, per Tony Berling (applicant) for St. Elizabeth Medical Center, per Christopher Mangeot (owner)** for a Zoning Map Amendment from Public Facilities (PF) to Suburban Residential One (SR-1) for an approximate 16 acre area located at the terminus of Man O War Boulevard, approximately one hundred sixty (160) feet southeast of Authentic Court, and being part of the properties having the following Parcel Identification Numbers (PIDN's): 064.00-00-029.03 and 064.00-00-029.04, Boone County, Kentucky. The request is for a zone change to allow for the development of thirty-four (34) detached single-family residential dwellings.

Staff Member, Steve Lilly, read the Committee Report, which recommended approval based upon Findings of Facts for the Zoning Map Amendment. He noted that the Committee voted in favor of the request with Mrs. Kegley, Mr. Lunnemann, Mr. Harper and Ms. Gulick voting in favor.

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

Mr. Tony Berling, applicant, stated that the proposal is 34 lots. Drees and Fischer Homes will build in the phase. It will be the same builders and the same price range.

Seeing no further comment, **Mr. Harper moved, by Resolution to the Boone County Fiscal Court, to recommend approval of the Zoning Map Amendment based upon the Committee Report and Findings of Fact. Mrs. Steele seconded the motion. The motion passed unanimously.**

**ZONING MAP AMENDMENT, Corrin Gulick, Chairwoman, Michael Schwartz, Staff**

2. Request of **Steve Berling (applicant) for Corporex Parks of Kentucky LLC, per William Butler (owner)** for a Zoning Map Amendment from Rural Suburban (RS) to Commercial Two (C-2) for an approximate 5.7 acre area located at the southwest corner of the intersection of Mineola Pike with Olympic Boulevard, and including the properties at 3331 and 3333 Mineola Pike, 3332 and 3334 Booneland Trail, and the properties having the following Parcel Identification Numbers (PIDN's): 071.00-00-017.00, 071.00-00-047.01, and 071.00-00-044.00, Boone County, Kentucky. The request is for a zone change to allow for the development of an approximate 37,300 square foot commercial complex having six (6) buildings and the following Variances: (1) reducing the side yard building setback from fifty (50) feet to thirty (30) feet along the southwest property line; (2) reducing the minimum Buffer Yard width from sixty (60) feet with a thirty (30) foot option (Buffer Yard C) to ten (10) feet (Buffer Yard A) along the southwest property line; (3) reducing the minimum Buffer Yard width from sixty (60) feet with a thirty (30) foot option (Buffer Yard C) to ten (10) feet (Buffer Yard A) along the northwest property line; and (4) reducing the minimum Buffer Yard width from ten (10) feet (Buffer Yard A) to zero (0) feet along a proposed interior lot line.

Staff Member, Michael Schwartz, read the Committee Report, which recommended approval of the Zoning Map Amendment and Variances based upon Findings of Facts and Conditions. All Committee Members were present and voted in favor of the request. It included Mrs. Kegley, Mr. Lunnemann, Mr. Harper, Mr. Hincks and Ms. Gulick. The property owner has signed the condition letter.

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

Mr. Tom Breidenstein, attorney for the buyer of the property, stated that he was in agreement with the Committee Report and asked for a favorable recommendation. He noted that his client has retained CT Consultants to undertake the Traffic Impact Study for the relocation of Booneland Trail. They expect to have the results for the Boone County Fiscal Court. His client has agreed to all eight conditions of the Zone Change request and one for the Variance request.

Seeing no further comment, **Ms. Gulick moved, by Resolution to the Boone County Fiscal Court, to recommend approval of the Zoning Map Amendment and Variances based on the Committee Report and Findings of Fact and Conditions. Dr. Clark seconded the motion and it passed unanimously.**

**TEXT AMENDMENT, Rick Lunnemann, Chairman, Michael Schwartz, Staff**

3. Request of the **City of Florence** to consider a Zoning Text Amendment to Section 3655, Fences, of the Boone County Zoning Regulations to allow fences within corner side yards, subject to certain restrictions. The request is to hear and evaluate comments on the proposed Text Amendment and how it affects the current Boone County Comprehensive Plan and Boone County Zoning Regulations.

Staff Member, Michael Schwartz, read the Committee Report, which recommended approval of the Zoning Text Amendment based upon Findings of Facts. The Committee Members present voted in favor of the request. It included Mr. Lunnemann, Mr. Hincks and Mrs. Goetting.

Seeing no further comment, **Mr. Lunnemann moved, by Resolution to the City of Florence to recommend approval of the Zoning Text Amendment based on the Committee Report and Findings of Fact. Mr. Szurlinski seconded the motion and it passed unanimously.**

**ZONING TEXT AMENDMENTS, Rick Lunnemann, Chairman, Michael Schwartz, Staff**

4. Request of the **Boone County Planning Commission Technical/Design Review Committee** to consider a series of amendments to the **Boone County Zoning Regulations** pertaining to cannabis businesses.

Staff Member, Michael Schwartz, read the Committee Report, which recommended approval of the Zoning Text Amendments based upon Findings of Facts. The Committee Members present voted in favor of the request. It included Mr. Lunnemann, Mr. Hincks and Mrs. Goetting.

Seeing no further comment, Mr. Lunnemann stated that the Text Amendments were considered because the State of Kentucky is making it legal for medical marijuana effective January 1, 2025. Failure not to pass Zoning Regulations would create some issues when it becomes legal in January. They could locate anywhere. He moved, by Resolution to the Boone County Fiscal Court and the Cities of Florence, Union and Walton to recommend approval of the Zoning Text Amendments based on the Committee Report and Findings of Fact. The Cities of Florence and Union have voted to put the item on the ballot. Walton and Boone County have voted not to permit cannabis operations unless a petition is filed. Dr. Clark asked who determines how many are allowed. Mr. Schwartz replied that the State has a lottery system. There is a limitation of 4 per region but no County can have more than one dispensary. Mr. Bessler seconded the motion originally made by Mr. Lunnemann and it passed unanimously.

**CHANGE OF CONCEPT DEVELOPMENT PLAN/CONDITIONAL USE PERMIT, Corrin Gulick, Chairwoman, Todd Morgan, Staff**

5. Request of Hrezo Engineering Inc, per Jim Bertram (applicant) for Alex Othman (owner) for: (1) a Change of Concept Development Plan for an approximate 2.62 acre area of the site; (2) a Conditional Use Permit for an approximate 7.52 acre area of the site; and (3) expansion of an existing commercial parking facility for an approximate 2.02 acre area of the site. The site is an approximate 9.54 acre area located at 527-535 Hunter Road and 571-591 Hunter Road, Boone County, Kentucky, which is currently zoned Commercial Services (C-3). The submitted request is to allow the conversion of an approximate 7.52 acre area of the site from commercial parking to a truck stop and to allow the expansion of the existing commercial parking facility on an approximate 2.02 acre area of the site.

Mr. Schwartz provided an update. A Public Hearing was held about 6 months ago. It has been deferred on a month to month basis. It has also been deferred for a maximum of 6 months. Today was the deadline for the applicant to submit a Traffic Impact Study to Staff for an upcoming Committee Meeting. It was not submitted. By the motion 6 months ago, this application has been deemed withdrawn by the applicant.

Mr. Wilson asked if the applicant had submitted some type of documentation? Mr. Schwartz replied when the motion was made to table the request, it was stipulated that if the study or information was not submitted in the 6 month period, it would be deemed withdrawn. There are 2-3 emails to Staff in the last six months that would reinforce that result.

**Mrs. Kegley moved, acknowledging that the request be withdrawn as a result of the agreement of the applicant. Mr. Vaught seconded the motion and it passed unanimously.**

**NEW BUSINESS**

**ZONING TEXT AMENDMENTS, Michael Schwartz, Staff**

6. Request of the **Boone County Planning Commission Technical/Design Review Committee** to consider a Zoning Text Amendment modifying the definitions of "Electric Vehicle Charging Station, Public" and "Gasoline Filling Station".

**ZONING MAP AMENDMENT, Michael Schwartz, Staff**

7. Request of **LDG Multifamily LLC (applicant)** for **Joyce Robinson Foundation, Inc. (owner)** for a Zoning Map Amendment from Suburban Residential One (SR-1) to Urban Residential Two (UR-2) for an approximate 19 acre area located at 10637 Dixie Highway, Boone County, Kentucky. The request is for a zone change to allow for the development of a 312 unit multi-family residential development with on-site amenities and a Variance increasing the height of a fence along the rear property line from six (6) feet to eight (8) feet.

**CHANGE OF CONCEPT DEVELOPMENT PLAN, Steve Lilly, Staff**

8. Request of **Steve Berling (applicant)** for **BS NKY Properties (owner)** for a Change of Concept Development Plan in a Commercial Services (C-3) district, for an approximate 2.06 acre area located at 3005 Verona-Mudlick Road, Boone County, Kentucky. The request is for: (1) a Change of Concept Development Plan to allow for an expanded outdoor storage area for the existing farm equipment business; and (2) Variances reducing the buffer yard width along the rear property line from sixty (60) feet, with a thirty (30) foot option, to ten (10) feet, reducing the buffer yard width along the side property line from sixty (60) feet, with a thirty (30) foot option, to twenty (20) feet, and reducing the buffer yard width along the front property line from ten (10) feet to three (3) feet.

**ZONING MAP AMENDMENT, Steve Lilly, Staff**

9. Request of **Sinkula Investments (applicant)** for **Mt. Zion MHC LP (owner)** for a Zoning Map Amendment from Mobile Home Park (MHP) to Commercial Four (C-4), including the following variances: (1) reducing the Buffer Yard A width from ten (10) feet to two (2) feet along Lakeside Drive; and (2) reducing the Buffer Yard A width from ten (10) feet to two (2) feet along the west property line, for an approximate 1.2 acre area located at the southwest corner of the intersection of Mt Zion Road and Lakeside Drive, including the properties at 10013, 10017, 10021, 10025, 10029, and 10033 Lakeside Drive, Boone County, Kentucky. The request is for a Zoning Map Amendment to allow the development of an eating and drinking establishment with drive-through service.

**Mrs. Steele moved to schedule the Public Hearings for Items #6, #7, #8 and #9 on September 4, 2024 at 7:30 p.m. in the Fiscal Courtroom. Mr. Schwenke seconded the motion and it passed unanimously.**

**H. EXECUTIVE DIRECTOR'S REPORT:**

- No Report

I. COMMITTEE REPORTS:

- Airport (Randy Bessler)  
No Report
- Administrative/Personnel (Tom Szurlinski)  
No Report
- Enforcement (Tom Szurlinski)  
No Report
- Long-Range Planning/Comprehensive Plan (Bob Schwenke)  
No Report
- Technical/Design Review (Rick Lunnemann)  
No Report
- Executive (Charlie Rolfsen)  
No Report

J. CHAIRMAN'S REPORT: (Charlie Rolfsen)

Chairman Rolfsen introduced Ms. Lauren Elliott, Planner. She started work on Monday. She attended Virginia Tech University and Ohio State and is from Mason, Ohio. He welcomed her.

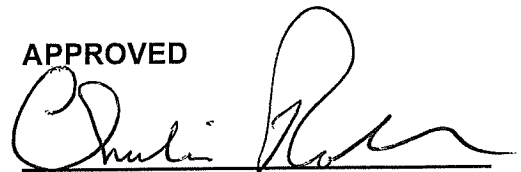
K. OKI REPORT: (Randy Bessler)  
No Report

L. OTHER:

M. ADJOURNMENT:

There being no further business to come before the Planning Commission, **Mrs. Steele moved to adjourn the meeting. Mr. Bessler seconded the motion and it passed unanimously. The meeting was adjourned at 7:32 P.M.**

APPROVED



Charlie Rolfsen  
Chairman

Attest:



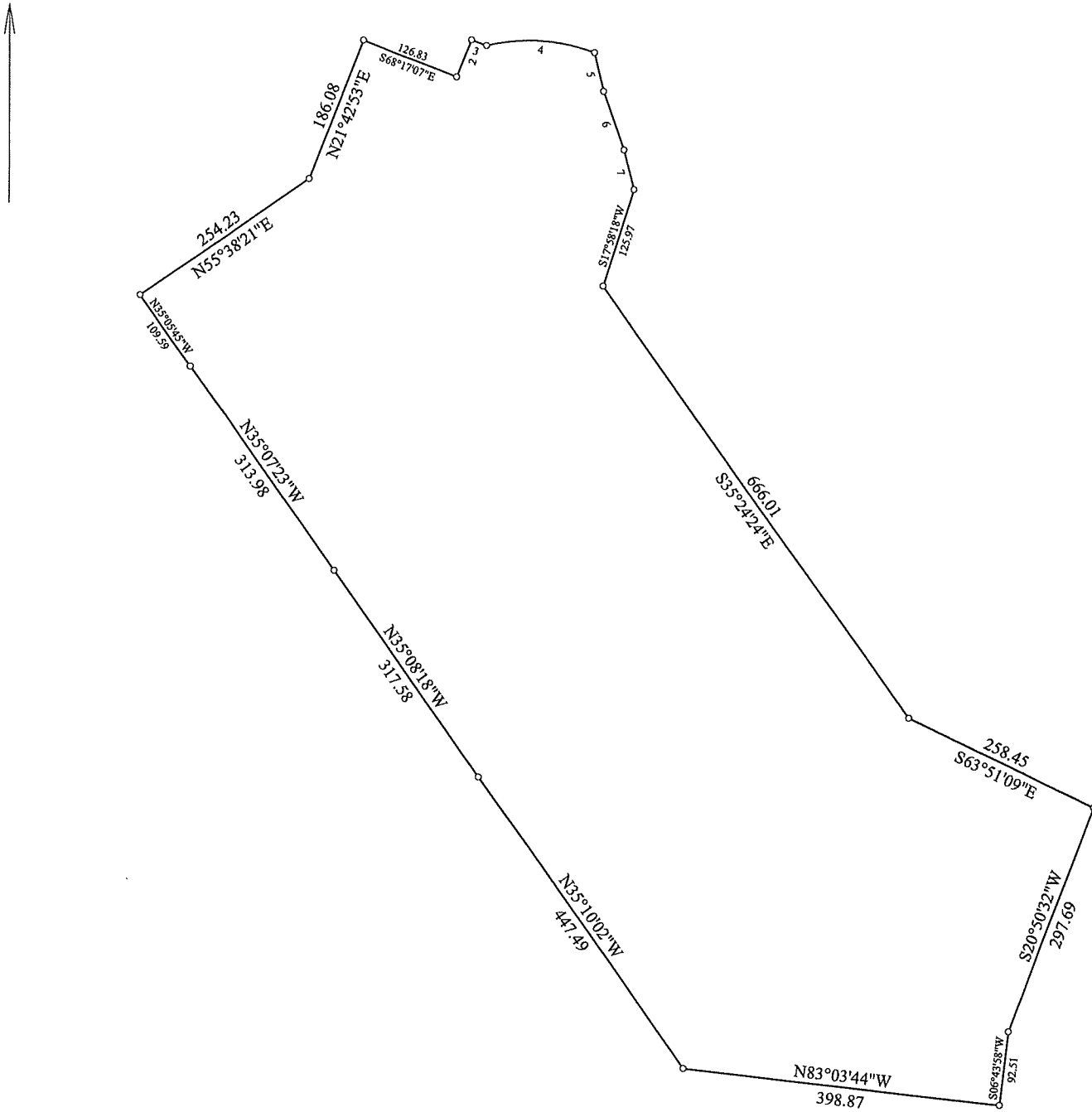
Kevin P. Costello, AICP  
Executive Director

# **SUPPORTING INFORMATION**

**LEGAL DESCRIPTION**  
**PARCEL "A" 16.203 ACRES**  
**UNION, KENTUCKY 41091**

Beginning at a found iron pin at the northeast corner of Lot 115 in Triple Crown Subdivision Section 32 Block F, described in Plat Cabinet 6 at Page 464 of the Boone County Clerk's Records, at Burlington, Kentucky, thence; along the southern right-of-way line of Man O War Boulevard and also being the northern line of the Saint Elizabeth Medical Center property, described in Deed Book 444 at Page 30 of said records S68°-17'-07"E 126.83 feet to an iron pin; thence along the eastern line of said of said right-of-way N21°-42'-53"E 50.00 feet to an iron pin being the southwest corner of the Fischer Homes LLC property described in Deed Book 1216 at Page 694 of said records; thence along the southern line of said property S68°-17'-07"E 19.99 feet to an iron pin; thence continuing along the southern line of said Fischer property along a curve to right with a radius of 225.01 feet, an arc distance of 136.57 feet as subtended by a chord bearing S 85°-40'-26" E a distance of 134.48 feet to a iron pin; thence leaving said property and through the Grantor's (Saint Elizabeth Medical Center) property S13°-03'-46"E 50.00 feet to an iron pin; thence S19°-31'-11"E 77.79 feet to an iron pin; thence S14°-29'-07"E 51.49 feet to an iron pin; thence S17°-58'-18"W 125.97 feet to an iron pin; thence S35°-24'-24"E 666.01 feet to an iron pin set in the northern line of the Saint Elizabeth Medical Center property described in Deed Book 419 at Page 9 of said records; thence through the Saint Elizabeth property S63°-51'-09"E 258.45 feet to an iron pin; thence S20°-50'-32"W 297.69 feet to an iron pin; thence S06°-43'-58"W 92.51 feet to an iron pin set in the southern line of said property and the northern line of the Triple Crown Developers LLC property described as Parcel "D" in Plat Cabinet 6 at Page 413 of said records; thence along the southern line of the Saint Elizabeth property N83°-03'-44"W 398.87 feet to an iron pin in the northern line of the Triple Crown HOA property described as Parcel "C" in Plat Cabinet 6 at Page 413 of said records; thence along the southwest line of Parcel "A" and the Saint Elizabeth property N35°-10'-02"W 447.49 feet to an iron pin; thence N35°-08'-18"W 317.58 feet to an iron pin; thence N35°-07'-23"W 313.98 feet to an iron pin being the northern corner of the Drees Company property in Deed Book 1221 at Page 392 of said records; thence along the northeast line of the Fischer Homes LLC property described in Deed Book 1216 at Page 691 of said records N35°-05'-45"W 109.59 feet to an iron pin; thence along the southeast line of Lot 117 in Triple Crown Subdivision Section 32 Block F N55°-38'-21"E 254.23 to an iron pin; thence along the northwest line of the Saint Elizabeth property N21°-42'-53"E 186.08 feet to the PLACE OF BEGINNING.

Containing 16.203 Acres



Title:		Date: 05-30-2024
Scale: 1 inch = 200 feet	File: Berling Triple Crown.des	
Tract 1: 16.246 Acres: 707658 Sq Feet: Closure = s37.5001w 0.01 Feet: Precision =1/635752: Perimeter = 3981 Feet		
001=S68.1707E 126.83	008=S17.5818W 125.97	015=N35.0818W 317.58
002=N21.4253E 50.00	009=S35.2424E 666.01	016=N35.0723W 313.98
003=S68.1707E 19.99	010=S63.5109E 258.45	017=N35.0545W 109.59
004: Rt, R=225.01, Arc=136.57 Bng=S85.4026E, Chd=134.48	011=S20.5032W 297.69	018=N55.3821E 254.23
005=S13.0346E 50.00	012=S06.4358W 92.51	019=N21.4253E 186.08
006=S19.3111E 77.79	013=N83.0344W 398.87	
007=S14.2907E 51.49	014=N35.1002W 447.49	



CONTRACT APPROVAL COVER SHEET



Once the agreement is signed by all parties, it will be returned to the individual initiating the contract. That individual is responsible for retaining an original, fully executed contract and forwarding a copy of the fully executed contract to the associate responsible for uploading the contract into Compliance 360.

Once any **clinical services contract** is executed, the associate requesting the contract will be responsible for actively monitoring the services being provided and, if performance expectations are not met, taking appropriate action to improve the safety and quality of care provided to patients. This may include termination or modification of a contract. Any deviations should be reported to Lisa Frey (301-5580), who will keep the Board of Trustees (through the Quality and Patient Care Committee) informed, to permit the Board to actively monitor clinical contracts and ensure that contractors furnish services in an appropriate manner.

Title of contract: Real Estate Purchase and Sale Agreement Triple Crown

Other Party/Vendor: Triple Crown Developers

Description of goods or services to be procured: Sale of 16.203 acres located in Triple Crown Country Club

Responsible SEH Party: Chris Mangeot Department: Property Management

Additional Responsible SEH Parties: \_\_\_\_\_

Effective Start Date: upon execution Effective End Date: N/A Review Date: N/A

Contract Value: \$648,120.00 Contract Term: N/A Auto Renewal (Y/N): N

Check applicable box:

- New contract proposed by other party
- New contract using standard St. Elizabeth Healthcare form or proposed by St. Elizabeth Healthcare
- Renewal/Modification of existing contract (i.e. amendment, addition of terms, extension of term)

Legal Review. Has the contract been reviewed/approved by:

Legal Services? Yes  No  Who?: \_\_\_\_\_  
 Outside Legal Counsel? Yes  No  Who?: Angela Gates, DBL

Signature (if internal legal review): \_\_\_\_\_

Review by Information Systems: (if contract requires storing, transmission or distribution of clinical and/or financial information)

Signature (information systems review): \_\_\_\_\_

Signatures below indicate:

- if the contract requires storing, transmission or distribution of clinical and/or financial information, I have obtained approval of the Chief Information Officer that satisfactory safeguards exist to protect St. Elizabeth Healthcare's information;
- agreement with the contract's conditions (including warranties, delivery terms, and termination language) and the intent to carry out the terms of the contract as they apply to St. Elizabeth Healthcare;
- the SEH Responsible Party and Vice President have no connection to, or financial interest in, the vendor/organization with which this contract is being made; and
- belief that **the proposed contract is necessary to achieve a legitimate business purpose.**

Signature of Responsible SEH Party: Christopher C Mangeot

Signature of Vice President: [Signature]

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (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").

**WHEREAS**, Seller and Buyer previously entered into a Real Estate Purchase and Sale Agreement dated October 19, 2020 (the "Original Agreement") for the sale and purchase of three parcels of real property located in the Triple Crown County Club; and

**WHEREAS**, the parties now desire to enter into this Agreement for the purchase of additional adjacent property under similar terms and conditions as the Original Agreement, with certain modifications as detailed herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PROPERTY.** Buyer shall purchase from Seller a 16.203 acre parcel ("**Parcel A**") located in Triple Crown Country Club, Boone County, Kentucky and being more particularly described in **Exhibit A** attached hereto and made a part hereof together with 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 **SIX HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED TWENTY and 00/100 DOLLARS (\$648,120.00)**.

a. The Purchase Price shall be payable by Buyer to Seller in immediately available funds by wire transfer at closing.

b. **Construction of Roadway.** In addition to the Purchase Price, as additional consideration for the sale and development of the Property, Buyer shall construct, at Buyer's sole cost and expense, a \_\_\_\_\_ foot wide roadway over a 0.780 acre parcel ("**Parcel B**") shown on **Exhibit B** (the "**Roadway**"), no later than **September 1, 2025** (the "Completion Date"). The Roadway shall meet or exceed the minimum Boone County Subdivision standards for acceptance of the Roadway by Boone County for dedication as a public road. The Seller, at Closing, shall grant to Buyer, its contractors and assigns, a temporary access easement over Parcel B and the 6.514 acre parcel ("**Parcel C**") as shown on Exhibit B in order to construct the Roadway. Buyer may add or remove soil from Parcel B as required to construct the Roadway. The temporary easement shall terminate upon the Completion Date. If Buyer fails to complete construction of the Roadway by the Completion Date, then Seller may complete the construction of the Roadway and invoice Buyer for the cost of completion, which invoice shall be payable by Buyer within thirty days after receipt.

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 the last execution date of this Agreement 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 4 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 ninety (90) 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 \_\_\_\_\_, 2024 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 proration's 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.

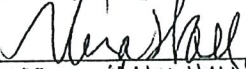
**k. Counterparts; Facsimile/Electronic Mail.** This Agreement may be executed via email (PDF) and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

**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.

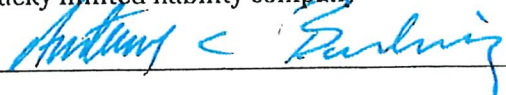
**SELLER:**

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

BY:   
Print Name: Vera Hall  
Title: VP COO

**BUYER:**

**TRIPLE CROWN DEVELOPERS, LLC**  
a Kentucky limited liability company

BY: 

Print Name: ANTHONY C BERLINU  
Title: MEMBER

**LEGAL DESCRIPTION**  
**PARCEL "A" 16.203 ACRES**  
**UNION, KENTUCKY 41091**

Beginning at a found iron pin at the northeast corner of Lot 115 in Triple Crown Subdivision Section 32 Block F, described in Plat Cabinet 6 at Page 464 of the Boone County Clerk's Records, at Burlington, Kentucky, thence; along the southern right-of-way line of Man O War Boulevard and also being the northern line of the Saint Elizabeth Medical Center property, described in Deed Book 444 at Page 30 of said records S68°-17'-07"E 126.83 feet to an iron pin; thence along the eastern line of said of said right-of-way N21°-42'-53"E 50.00 feet to an iron pin being the southwest corner of the Fischer Homes LLC property described in Deed Book 1216 at Page 694 of said records; thence along the southern line of said property S68°-17'-07"E 19.99 feet to an iron pin; thence continuing along the southern line of said Fischer property along a curve to right with a radius of 225.01 feet, an arc distance of 136.57 feet as subtended by a chord bearing S 85°-40'-26" E a distance of 134.48 feet to a iron pin; thence leaving said property and through the Grantor's (Saint Elizabeth Medical Center) property S13°-03'-46"E 50.00 feet to an iron pin; thence S19°-31'-11"E 77.79 feet to an iron pin; thence S14°-29'-07"E 51.49 feet to an iron pin; thence S17°-58'-18"W 125.97 feet to an iron pin; thence S35°-24'-24"E 666.01 feet to an iron pin set in the northern line of the Saint Elizabeth Medical Center property described in Deed Book 419 at Page 9 of said records; thence through the Saint Elizabeth property S63°-51'-09"E 258.45 feet to an iron pin; thence S20°-50'-32"W 297.69 feet to an iron pin; thence S06°-43'-58"W 92.51 feet to an iron pin set in the southern line of said property and the northern line of the Triple Crown Developers LLC property described as Parcel "D" in Plat Cabinet 6 at Page 413 of said records; thence along the southern line of the Saint Elizabeth property N83°-03'-44"W 398.87 feet to an iron pin in the northern line of the Triple Crown HOA property described as Parcel "C" in Plat Cabinet 6 at Page 413 of said records; thence along the southwest line of Parcel "A" and the Saint Elizabeth property N35°-10'-02"W 447.49 feet to an iron pin; thence N35°-08'-18"W 317.58 feet to an iron pin; thence N35°-07'-23"W 313.98 feet to an iron pin being the northern corner of the Drees Company property in Deed Book 1221 at Page 392 of said records; thence along the northeast line of the Fischer Homes LLC property described in Deed Book 1216 at Page 691 of said records N35°-05'-45"W 109.59 feet to an iron pin; thence along the southeast line of Lot 117 in Triple Crown Subdivision Section 32 Block F N55°-38'-21"E 254.23 to an iron pin; thence along the northwest line of the Saint Elizabeth property N21°-42'-53"E 186.08 feet to the PLACE OF BEGINNING.

Containing 16.203 Acres



## ORDINANCE 2024-28

**AN ORDINANCE OF THE BOONE COUNTY FISCAL COURT, KENTUCKY APPROVING A REQUEST OF TRIPLE CROWN DEVELOPERS LLC, PER TONY BERLING (APPLICANT) FOR ST. ELIZABETH MEDICAL CENTER, PER CHRISTOPHER MANGEOT (OWNER) FOR A ZONING MAP AMENDMENT FROM PUBLIC FACILITIES (PF) TO SUBURBAN RESIDENTIAL ONE (SR-1) FOR AN APPROXIMATE 16 ACRE AREA LOCATED AT THE TERMINUS OF MAN O WAR BOULEVARD, APPROXIMATELY ONE HUNDRED SIXTY (160) FEET SOUTHEAST OF AUTHENTIC COURT, AND BEING PART OF THE PROPERTIES HAVING THE FOLLOWING PARCEL IDENTIFICATION NUMBERS (PIDN'S): 064.00-00-029.03 AND 064.00-00-029.04, BOONE COUNTY, KENTUCKY.**

**WHEREAS**, the Boone County Planning Commission received a request for a Zoning Map Amendment to the Boone County Zoning Map and such Zoning Map Amendment being a zone change from Public Facilities (PF) to Suburban Residential One (SR-1) for an approximate 16 acre area located at the terminus of Man O War Boulevard, approximately one hundred sixty (160) feet southeast of Authentic Court, and being part of the properties having the following Parcel Identification Numbers (PIDN's): 064.00-00-029.03 and 064.00-00-029.04, Boone County, Kentucky, which is more particularly described below; and

**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 of Fact recommending approval for the Zoning Map Amendment.

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

### **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, this Zoning Map Amendment being a zone change from Public Facilities (PF) to Suburban Residential One (SR-1) for an approximate 16 acre area located at the terminus of Man O War Boulevard, approximately one hundred sixty (160) feet southeast of Authentic Court, and being part of the properties having the following Parcel Identification Numbers (PIDN's): 064.00-00-029.03 and 064.00-00-029.04, 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/PAGE NOS: 419/9 and 444/30 (as supplied by the applicant) as recorded in the Boone County Clerk's office.

### **Section Two**

That as a basis for approval for a Zoning Map Amendment request are the Findings of Fact of the Boone County Planning Commission as set forth in its minutes and official records for this request shall be and are hereby incorporated by reference as if fully set out in this Ordinance and marked as "Exhibit 1."

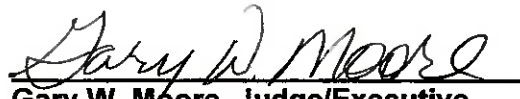
### **Section Three**

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

**First Reading the 3<sup>rd</sup> day of September 2024**

**Second Reading the 17<sup>th</sup> day of September 2024**

Adopted this 17<sup>th</sup> day of September 2024      Yes 4      No 0

  
\_\_\_\_\_  
Gary W. Moore, Judge/Executive  
Boone County Fiscal Court

**ATTEST:**

  
\_\_\_\_\_  
Shona Schulkers,  
Fiscal Court Clerk



SAINT ELIZABETH  
MEDICAL CENTER  
PIDN: 064-00-00-029-04  
DB: 419 PG: 9

ZONE:PF

SAINT ELIZABETH MEDICAL CENTER  
PIDN: 064.00-00-029.03  
DB: 444 PG: 30

16.203 ACRES

TRIPLE CROWN  
SECTION 34  
BLOCK F  
PLAT CAB: 6 PG 464

TRIPLE CROWN DEVELOPERS LLC  
TRIPLE CROWN HOA  
SECTION 32 BLOCK E  
PARCEL "C"  
PLAT CAB:6 PG: 413

Zone Map Amendment  
APPROVED  
Staff: *[Signature]*  
Date: 8-7-24  
Boone County  
Planning Commission



CONCEPT DEVELOPMENT PLAN	
TRIPLE CROWN COUNTRY CLUB	
STEVEN A. BERLING P.L. ENGINEER #16134	SCALE 1" = 50'
DATE: 5/15/24	
APPROVED BY: <i>[Signature]</i>	
DRAWING NUMBER: <i>[Blank]</i>	
RICHWOOD, BOONE COUNTY, KENTUCKY	

RECEIVED  
MAY 30 2024  
BOONE COUNTY  
PLANNING COMMISSION