

MINUTES OF MEETING HELD APRIL 10, 2023

The Common Council of the City of Somerset, Kentucky met in a regular meeting on Monday April 10, 2023, at 6:00 p.m. with the following present: Council Members; David Godsey, Amanda Bullock, Tom Eastham, David Burdine, Brian Dalton, Jerry Wheeldon, Jimmy Eastham, Jerry Girdler, Robin Daughetee, Patrick Hunley, John Minton, Jim Mitchell, Mayor Alan Keck, City Attorney John Adams, and City Clerk Nick Bradley.

Mr. J. Eastham moved to approve the minutes of the regular meeting held on March 27, 2023, along with reports as mailed. Mr. Dalton seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. Daughetee, Mr. Hunley, Mr. Minton, and Mr. Mitchell.

Mr. Mitchell made a motion to approve the following Resolution Number 23-03: ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE CITY OF SOMERSET'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS of the Cleaner Water Program. Mr. T. Eastham seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. Daughetee, Mr. Hunley, Mr. Minton, and Mr. Mitchell.

RES. 23-03
22CWW188

RES. 23-03
22CWW188

EXHIBIT 4
RESOLUTION

RESOLUTION OF THE CITY OF SOMERSET ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE CITY OF SOMERSET'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the CITY OF SOMERSET (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority

NOW, THEREFORE, BE IT RESOLVED by the governing body of the CITY OF SOMERSET as follows

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project

SECTION 2 That MAYOR ALAN KECK, and Successors-in-Title, are hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award

SECTION 3 That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout

C - Exhibit 4 - 1

SECTION 4. That this resolution shall take effect at the earliest time provided by law
ADOPTED on April 10, 2023.

CITY OF SOMERSET



Authorized Signatory

C - Exhibit 4 - 2

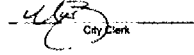
RES. 23-03

21CWW186

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the Grantee, and that the foregoing is a full true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on APRIL 10, 2023, and that the official action appears as a matter of public record in the official records or journal of the Grantee, and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61 810, 61 815, 61 820 and 61 823 of the Kentucky Revised Statutes, and that a quorum was present at the meeting and that the official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 13, 2023.


City Clerk

C - Exhibit 4 - 3

Mr. Godsey made a motion to approve the following Resolution Number 23-04: **ADOPTING AND APPROVING THE EXECUTION OF A MUNICIPAL AID CO-OP PROGRAM CONTRACT BETWEEN THE INCORPORATED CITY AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF RURAL AND MUNICIPAL AID FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AS PROVIDED IN THE KENTUCKY REVISED STATUTES AND ACCEPTING ALL STREETS REFERRED TO THEREIN AS BEING STREETS WHICH ARE PART OF THE INCORPORATED CITY.** Mr. Mitchell seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. Daughettee, Mr. Hunley, Mr. Minton, and Mr. Mitchell.

RESOLUTION

Incorporated City of SOMERSET

Resolution adopting and approving the execution of a Municipal Aid Co-op Program Contract between the Incorporated City and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid for the fiscal year beginning July 1, 2023, as provided in the Kentucky Revised Statutes and adopting all streets referred to therein as being streets which are a part of the Incorporated City.

Be it resolved by the Legislative Body of the Incorporated City that:

The Legislative Body of the Incorporated City does hereby accept all streets referred to in said Contract as being city streets which are a part of the Incorporated City; and

The Legislative Body of the Incorporated City does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agree to all the terms and conditions therein stated; and

The Chief Executive Officer of the said Incorporated City is hereby authorized and directed to sign said Contract as set forth on behalf of the Legislative Body of, and the City Clerk of SOMERSET is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being as follows:

AYES	NAYS
<u>Dean Staley</u> <u>Terry Hamilton</u>	
<u>Andrew Bunker</u> <u>Terry Granger</u>	
<u>Tim Cochran</u> <u>Ken Douthett</u>	
<u>Dean Bunker</u> <u>Patrick Hulse</u>	
<u>Brian DeWitt</u> <u>Tom Beck-Matney</u>	
<u>Timmy Thompson</u> <u>Tim Matney</u>	

COMMONWEALTH OF KENTUCKY
INCORPORATED CITY OF SOMERSET

I, Mike Bunker, City Clerk of SOMERSET certify that the foregoing is a true copy of the Order above, given under my hand and seal of office this the 15th day of April, 2023.

Mike Bunker
Clerk of Somerset

MUNICIPAL ROAD AID COOPERATIVE PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid ("the Department"), and the Legislative Body of the Incorporated City of SOMERSET, Kentucky (the "City").

WHEREAS, Kentucky Revised Statutes (KRS) § 177.365(1) provides that 7.7% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside by the Finance and Administration Cabinet for the construction, reconstruction, and maintenance of urban roads and streets, and for no other purpose ("Municipal Road Aid Funds"); and

WHEREAS, the City has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the City in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the Municipal Road Aid Funds apportioned to it by the Department as provided below (the "Cooperative Program"); and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the City agree as follows:

1. **Apportionment of Municipal Road Aid Funds.** The City's apportionment of Municipal Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2023, this amount is \$242,906.67 (the "Apportionment"). The above referenced estimate is based on the most recent available data and

is subject to change according to available revenue. The Apportionment shall be distributed by the Department to the City in accordance with the terms of this Agreement.

2. **Assignment of the Apportionment.** The City hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2023.

3. **Distribution of Municipal Road Aid Funds.** The City and the Department agree that the Apportionment shall be distributed by the Department to the City as follows:

a. **First Distribution.** The Department shall initially distribute to the City sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is \$141,365.00.

b. **Second Distribution.** The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the City, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

c. **Final Distribution.** The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The final distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. **Emergency Fund.** The City agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the City, may

disburse these funds to the City for the purpose of using said funds for emergency roadway and bridge projects designated by the City and lying within city limits. The Department may disburse up to fifty percent (50%) of the approved funds to the City for the purpose of using said funds for emergency roadway and bridge projects designated by the City. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of emergency funds disbursed by the Department, then the City shall reimburse the difference to the Department.

5. **Disbursement of Funds** Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the City to pay for materials, labor and equipment necessary for the City to accomplish construction, reconstruction, and maintenance on streets designated by the City and lying within city limits. This assistance is extended so far as funds are available from the Appointments. The City shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Appointments allocated and disbursed by the Department to the City. The Department may assist the City in fulfilling its needs by disbursing funds to the City for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the City for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave, overtime, retirement, social security, insurance, etc.

6. **Use of Municipal Road Aid Funds** The City agrees and certifies that the Appointments will be expended by the City solely for the purpose of construction, reconstruction, and maintenance of city streets as defined in KRS § 177.365(4).

7. **Rights of Way** The City, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisition.

8. **Indemnification** The City shall fully, indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the City contained in this Agreement, (b) any breach of any contract or other obligation or duty of the City under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. **Reimbursement of Losses** The City will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Appointments in this or future fiscal years.

10. **Termination of Agreement** The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the City. If this Agreement is canceled under this provision, then the City will receive any unapplied portion of the Appointments from the Finance and Administration Cabinet.

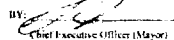
11. **Access to Records** The City acknowledges and agrees that pursuant to KRS § 177.369(3) it shall retain all records of the expenditures of the Appointments for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS § 178.13(6)], shall be subject to audit by the Finance and Administration Cabinet or its duly authorized agent and made accessible by the City to the Finance and Administration Cabinet or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.365(1). The City also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

12. **Authorization** The Legislative Body of the City shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The Chief Executive Officer of the City, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. **Choice of Law and Venue** All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

INCORPORATED CITY OF SOMERSET

BY: 
Chief Executive Officer (Mayor)

Date: 4/17/23

(For Kentucky Transportation Cabinet use only)

DEPARTMENT OF RURAL AND MUNICIPAL AID
OFFICE OF RURAL & SECONDARY ROADS

BY: _____
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

Date: _____

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____
Secretary

Date: _____

Mr. Wheeldon made a motion to approve the following Resolution Number 23-05: ENTERING AND ADOPTING THE JOINDER AGREEMENT WITH KDC FOR PARTICIPATION IN THE 457 PLAN AND THE 401(k) PLAN FOR THE BENEFIT OF ITS ELIGIBLE

EMPLOYEES AND FOR MAYOR ALAN KECK TO EXECUTE THE JOINDER AGREEMENT. Mr. J. Eastham seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. Daughetee, Mr. Hunley, Mr. Minton, and Mr. Mitchell.

RES. 23-05

RESOLUTION OF GOVERNING BODY
City of Somerset

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted Sections 18A.236-18A.275 of the Kentucky Revised Statutes authorizing the creation of the Kentucky Public Employees' Deferred Compensation Authority Board of Trustees and the establishment of the Kentucky Public Employees' Deferred Compensation Authority (KDC), and

WHEREAS, the Commonwealth by KDC sponsors the Kentucky Employees' 457 Deferred Compensation Plan and the Kentucky Public Employees' 401(k) Deferred Compensation Plan which includes KDC's Deferred IRA Program (the Plans) for adoption by local governmental political subdivisions and units, and

WHEREAS, Governmental Unit wishes to adopt and enter that certain Joinder Agreement attached hereto, dated April 10, 2023,

NOW FURTHER BE IT:

RESOLVED, that City of Somerset, a Governmental Unit, Commonwealth of Kentucky, hereby enters and adopts the Joinder Agreement with KDC for participation in the 457 Plan and the 401(k) Plan for the benefit of its eligible employees, and,

FURTHER RESOLVED, that Alan Keck, Mayor be, and hereby is, authorized and directed by Governmental Unit to execute the Joinder Agreement with KDC which authorizes KDC to administer the Plans on behalf of Governmental Unit, and to do all further acts and things, and to execute all further documents in writing, which the authorized signatory determines to be necessary or desirable in order to effect this Resolution.

GOVERNMENTAL UNIT

By: 

Luke Maynor

Date: 4/17/23

Attest: 
Date: 4/17/23



August 1, 2022

Re: Kentucky Public Employees' Deferred Compensation Authority ("KDC")
Joinder Agreement

Dear Sir or Madam:

Please see enclosed new Joinder Agreement for signature.


In accordance with Kentucky Revised Statutes 18A.236-275, KDC is the plan administrator of the KY 401(k) Plan and KY 457 Plan. Under Kentucky law, local public employers may join KDC's Plans, and Joinder is accomplished with a Joinder Agreement. Consistent with federal tax law and IRS Regulations 26 C.F.R. 1.401-1(a)(2), 1.401(a)-1(a)(3)(ii) and 1.457-2(b), Joinder must be implemented in writing, and continued participation in the Plans is dependent upon signing this new Joinder Agreement.

The enclosed Joinder Agreement replaces your existing Joinder Agreement. Please insert the employer's name on page one and complete the Employer Data Sheet. This helps us keep up-to-date records for you. Also enclosed is a sample Resolution for adoption of the Joinder Agreement. Please print the name of the authorizing signatory in the space provided in the Resolution. A fully executed Resolution is required by KDC.

Please sign and return to my office Attn: Kathy Ramirez. Upon receipt, KDC will return a fully signed Joinder Agreement to you.

We appreciate your assistance.

Sincerely,


William C. Biddie, Executive Director
Kentucky Public Employees' Deferred
Compensation Authority

Enclosures

501 High Street, 2nd Floor
Frankfort, Kentucky 40621-2101
Phone 502.373.7923 or 800.542.2667 • Fax 502.373.4494 or email pers@kdc.org

ZONING MAP TO REFLECT SAID AMENDMENT, BASED ON THE FINDINGS OF FACT MADE BY THE PLANNING AND ZONING BOARD, AND BASED ON SAID BOARD'S RECOMMENDATIONS OF A ZONE CHANGE of 220 Jacksboro St. from R-2 to R-3.

ORDINANCE NO. 23-05

AN ORDINANCE AMENDING ORDINANCE NO. 00-18, KNOWN AS THE CITY'S ZONING ORDINANCE, AND ALTERING THE ZONING MAP TO REFLECT SAID AMENDMENT, BASED ON THE FINDINGS OF FACT MADE BY THE PLANNING AND ZONING BOARD, AND BASED ON SAID BOARD'S RECOMMENDATION OF A ZONE CHANGE;

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SOMERSET, KENTUCKY:

That Ordinance No. 00-18, known as the Zoning Ordinance, Somerset, Kentucky, is hereby amended by altering the Zoning Map in the following manner:

- I. By changing a boundary of land presently zoned R-2 to R-3 and properties being more particularly described in Exhibit "A" attached hereto and incorporated herein in full by reference, located at 220 Jacksboro St, Somerset, Kentucky, and having PVA Parcel # 061-6-3-53.
- II. That by the City of Somerset, Kentucky, is hereby authorized to alter the Zoning Map to reflect said changes.
- III. That Ordinance shall be in full force and effect from and after adoption and publication according to law.

FIRST READING April 10, 2023

SECOND READING:

Approved _____ Mayor
Attest _____ City Clerk

**CITY OF SOMERSET, KENTUCKY
PLANNING AND ZONING COMMISSION
FINDINGS OF FACT,
CONCLUSIONS AND RECOMMENDED MAP AMENDMENT**

CASH NO: _____

RE: Zone Change Brown Builders, LLC, 200 Jacksboro Street

For Recording purposes,
Listed below are the parties involved in the Zone Change for
200 Jacksboro Street
Somerset, Kentucky
PVA Parcel 061-6-3-53

Party One City of Somerset, Planning and Zoning Commission
PO Box 989
Somerset, Kentucky, 42502
Party Two Brown Builders, LLC
139 Barnington Dr
Somerset, Kentucky, 42503

The Planning and Zoning Commission having heard testimony at a public hearing conducted before the Commission on the 28th day of March 2023 and based on the evidence presented, the Planning and Zoning Commission enters the following FINDINGS OF FACT, CONCLUSIONS AND MAP AMENDMENT:

FINDINGS OF FACT

Brown Builders, LLC is the owner of record of a tract of land at 200 Jacksboro Street, per deed of conveyance dated the 12th day of October 2022 and of record in Deed Book 1063 Page 689. The tract is zoned R-2 and is of sufficient size that multiple buildings can be accommodated on the site. The tract has over 240 feet of road frontage along Jacksboro Street. The tract has additional road frontage along Garner Street, approximately 110 feet. There is a single family residence on one end and is located on the northern portion of the tract, at its intersection with Garner Street.
As stated previously the tract is a ward R-2.
These tracts to the east,
110 Garner Street (Parcel 061 6 3 54) and
106 Garner Street (Parcel 061 6 3 70), which is across Garner Street from the subject are zoned R-2.

There is one tract to the north across Garner Street from the subject, 134 Jacksboro Street, (Parcel 061-5-9-14), that is also zoned R-2.
The five tracts to the west across Jacksboro Street from the subject
143 Jacksboro Street (Parcel 061 5-9 12),
201 Jacksboro Street (Parcel 061-6-3-03),
203 Jacksboro Street (Parcel 061-6-3-05),
205 Jacksboro Street (Parcel 061-6-3-05),
207 Jacksboro Street (Parcel 061-6-3-06) are all zoned R-2.
The lone exception is the tract to the south, Parcel 061-6-3-51, which is zoned R-3 and owned by the applicant. It has two trapezes on one, 206 Jacksboro Street and 107 Garner Street.

The Comprehensive Plan has the future use of the tract to remain residential which in reference agrees with KRS 100.213 (1) Before any map amendment is granted, the planning commission or the legislative body or local court must find that the map amendment is in agreement with the adopted comprehensive plan.
The commission also asked the applicant to comply with KRS 100.213 (1) (c) That the existing zoning classification given to the property is inappropriate and that the proposed zoning classification is appropriate.
It would seem that the present improvements do not meet the highest and best use of the land as there is more than sufficient land to accommodate the existing building. The permitted uses of the land would permit an additional single-family residence, duplexes, or triplexes. As there has not been any single-family residential construction along Jacksboro Street in the past five to ten years, and what construction that has been completed in the same time period is multi-family trapezes, one would assume that due to economic factors that any additional construction on the tract it would be of the multi-family type and those allowed in in the zoning ordinance are duplexes or triplexes.
The applicant's argument that a single apartment building housing six units is more economical to construct than two triplexes with the same number of units is readily provable by multiple construction cost sources.
As such, the requested zone change due to the typical lot size (larger and superadequate road frontage) and the tract's ability to accommodate a building, such as the planned construct, with ample space remaining, would seem that the requested zone (R-3) is within reason and more appropriate than the present zoning.

CONCLUSIONS

The requested rezoning is in agreement with the future use outlined in the comprehensive plan. The site size does make the appropriateness of the present zoning somewhat to double when one factors in the economic factors that would make the planned improvements more economically feasible.
There were no citizens present to comment in favor or against the rezoning. The commission appears to be in agreement with the assessment of the applicant that the present zoning (R-2) is inappropriate, and the requested zoning (R-3) is more appropriate having voted 5-0 in favor of the rezoning.

RECOMMENDED MAP AMENDMENT

It is hereby recommended by this Commission that the map amendment be granted, as the present zoning is deemed inappropriate, due to the site's superadequacy in terms of size and road frontage and the requested zone change is more appropriate due to the economic saving the applicant will reap which will make the construction financially feasible.

A true and correct copy of this Findings of Fact, Conclusions and Recommended Map Amendment shall be sent to the City of Somerset City Council for adoption.

DONE AND ORDERED this 3rd day of April 2023.

Chairman, Planning and Zoning Commission
City of Somerset

ATTEST:


Planning & Zoning Commission Clerk

This document was prepared by the staff of the Planning and Zoning Department under the supervision of John Adams, City Attorney

City Attorney

There being no further business the meeting adjourned at 6:26 p.m.

APPROVED: _____



MAYOR

ATTEST: _____



CITY CLERK