ORDINANCE NO. 22-19

AN ORDINANCE DECLARING THE INTENT TO TRANSFER INCOPORATED TERRITORY PURSUANT TO KRS 81.500, AND ALL OTHER APPLICABLE LAW OF THE COMMONWEALTH OF KENTUCKY;

WHEREAS, KRS 81.500 establishes the authority, requirements and procedures for the transfer of an incorporated area of one city to another city; and

WHEREAS, the City of Ferguson wishes to transfer territory that is currently within the corporate limits of the City of Ferguson to the City of Somerset for the purpose of development and growth of the land which is the subject of said transfer; and

WHEREAS, the City of Somerset wishes to accept the transfer of territory currently located within the corporate limits of the City of Ferguson to the City of Somerset's corporate limits for the purposes of economic development and growth of the area in which the land to be transferred is located; and

WHEREAS, both the City of Ferguson and the City of Somerset believe that said transfer is in the best interests of both municipal corporations, is in the best interests of the citizens of both cities, and that said transfer is an important step in economic development of a shared bypass, specifically Highway 914, which shall benefit not only both Cities, but the community at large and Pulaski County;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Somerset that the following is hereby adopted:

- 1. The territory set forth in detail in Exhibit "A1 and A2", attached hereto and incorporated in full by reference, is currently within the corporate boundaries of the City of Ferguson, a Home Rule City.
- 2. Said Exhibit "A1 and A2" complies with KRS 81A.470 and 81A.475, including a detailed map and a legal metes and bounds description. Exhibit "A1 and A2" shall serve as the definition of the territory to be transferred as required by KRS 81.500(2)(a).
- 3. Exhibit "A1 and A2" shall be filed by the Clerk of the City of Somerset at the Pulaski County Clerk's Office, as well as the Kentucky Secretary of State's Office, within 60 days of the approval of this Ordinance by both Cities, and publication of the Ordinances according to law. Said filing shall contain the required name and address of the owner/developer pursuant to KRS 81.500.

- 4. The subject territory shares a common boundary with territory that is currently within the corporate boundaries of the City of Somerset, also Home Rule City.
- 5. Both the City of Ferguson and the City of Somerset believe, evidenced by the approval of this Ordinance by both governing bodies, that said territory can be better served at this time by the City of Somerset, particularly for purposes of commercial development.
- 6. Pursuant to KRS 81.500(3), when the property to be transferred contains no residents, no petition signed by voters in the area is required for the transfer as long as all property owners consent to the transfer.
- 7. The territory as set forth in Exhibit "A1 and A2" is owned by one owner/developer who fully supports and consents to the transfer of said territory for the purposes set forth in this Ordinance. A consent is attached hereto as Exhibit "B", incorporated in full herein by reference.
- 8. Once the territory is transferred, both Cities agree that said territory must assume the local option status for the sale of alcoholic beverages of the City of Somerset to which it is being transferred pursuant to KRS 81.500(7).
- 9. In compliance with KRS 81.500(2)(d), the land use and zoning regulations of the City of Somerset shall apply to the transferred territory. The territory shall be zoned pursuant to the City of Somerset's Planning and Zoning Ordinances and regulations upon transfer.
- 10. In compliance with KRS 81.500(2)(b), the financial considerations and terms of the financial agreement between the City of Ferguson and the City of Somerset regarding the transferred territory shall be as set forth herein, specifically in section 11 set forth below.
- 11. In compliance with KRS 81.500(2)(c), taxes and revenues from the transferred territory shall be as follows:

a. Ad Valorem:

The City of Somerset's ad valorem tax rates shall apply to the territory once the transfer is complete, and shall include both tangible and intangible property taxes. The City of Somerset shall pay to the City of Ferguson one-half (1/2) of said tangible and intangible taxes/fees/revenues collected per year on a yearly basis, and such shall be paid to the City of Ferguson within 30 days of collection by the City of Somerset. For purposes of this section, the Cities agree to use the calendar year rather than fiscal year in terms of collections. If the Cities mutually agree in writing, said payments may be made more often, such as once each quarter or biannually if such is more convenient to the City of Somerset's tax/revenue collecting authority.

b. Occupational Fees:

The City of Somerset's Occupational Fees shall be applied to the territory once the transfer is complete. Although the City of Ferguson has enacted an Occupational Tax Ordinance, it has not started collecting on said Ordinance as of the date of this Territory Transfer. Therefore, the City of Somerset shall retain 100% of all Occupational Taxes/Fees that is collected as result of the territory being within the City of Somerset's corporate limits upon transfer. The Cities agree that should the City of Ferguson implement, and specifically collect, Occupational Tax/Fees within its corporate limits, the City of Somerset shall pay on a yearly basis to the City of Ferguson one-quarter (1/4) of said taxes/fees/revenues collected per year in regards to the property transferred by this Ordinance only. If a share in Occupational Tax/Fees occurs pursuant to the

terms of this Ordinance, the party liable for payment of said tax/fee shall pay only to the City of Somerset pursuant to their calculations, and any split shall then be performed by the City of Somerset and payment forwarded to the City of Ferguson within a reasonable amount of time after collection.

c. Alcohol Beverage Control Revenue:

The City of Somerset's ABC tax/fee rate shall apply to the territory once the transfer is complete. The City of Somerset shall retain 100% of all ABC taxes/revenue that is collected as a result of the territory being within the City of Somerset's corporate limits upon transfer.

d. Utilities

Any and all utilities that shall be transferred or constructed for development in the territory shall belong to the City of Somerset, and as such, any and all revenue from said utilities shall belong to the City of Somerset. The City of Somerset agrees that if future development occurs within the area surrounding the territory which is the subject of this Ordinance, the City of Somerset shall work with the developers/owners of said properties and the City of Ferguson to aid and encourage continued economic development and will permit such development to connect to their facilities if such is cost effective and reasonable, and such is approved by the City of Somerset's Water and Wastewater Department, and all fees, permits, and any other requirements are met for connections.

12. If any part of this ordinance is deemed by a court of competent jurisdiction to be unenforceable or unconstitutional, the remaining provisions of this ordinance shall continue in full force and effect. Unless otherwise stated in the ordinance itself, any

ordinances in conflict with this ordinance, or any policies in conflict with the policies enacted herein, are hereby repealed in so far as the same are in conflict herewith.

- 13. It is the parties intent that this Ordinance and Agreement shall remain in effect regardless of a change in property ownership or a change in the occupant/proposed business, as such is in the best interests of both Cities, so long as the agreement does not terminate as a matter of law.
- 14. This ordinance shall be in full force and effect upon passage, approval, and publication according to law.

First Reading: November 14, 2022

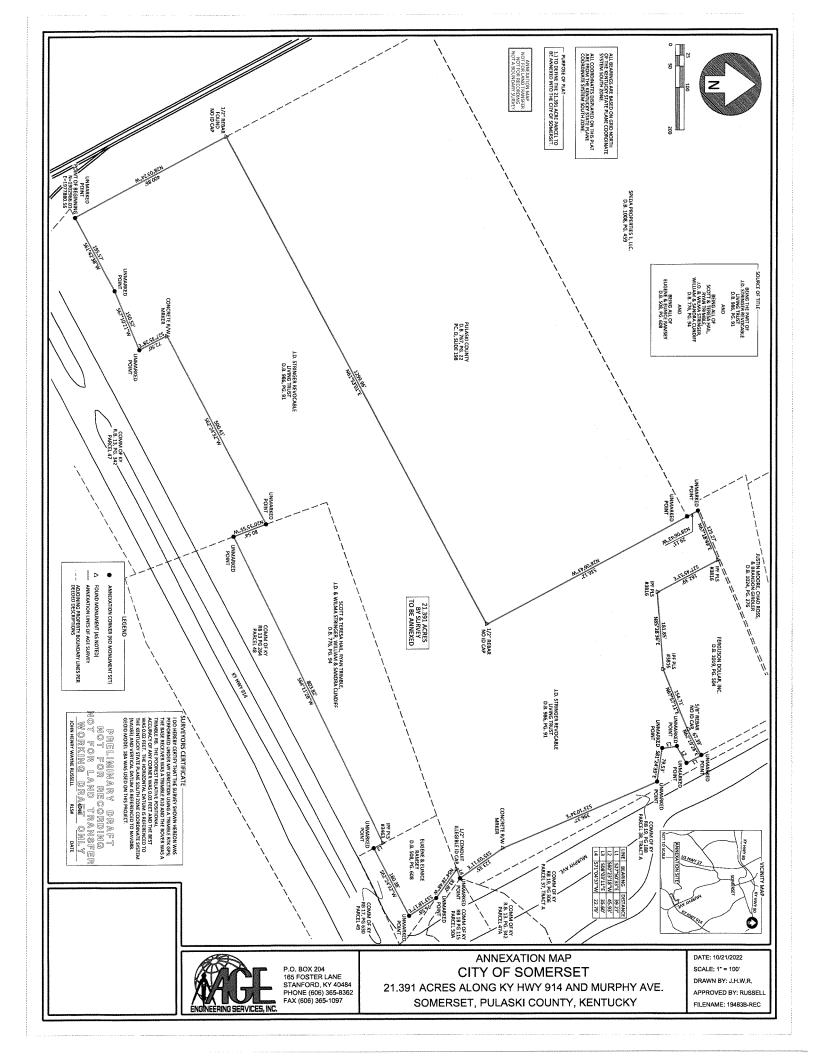
Second Reading and Passage by the Somerset City Council: December 12, 2022

Execution Proving Passage:

Alan Keck - Mayor, City of Somerset

ATTEST:

Vick Bradley - City Clerk, City of Somerset



P.O. BOX 204 165 FOSTER LANE STANFORD, KY 40484



PHONE 606.365.8362 FAX 606.365.1097

LEGAL DESCRIPTION

This being part of the property acquired by the J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 by deed of conveyance from J.D. Stringer and Wilma Lou Stringer on the 26th day of September, 2018, and of record in Deed Book 986, Page 91 in the Pulaski County Clerk's Office, and being all Scott Hail and Teresa Hail, Ryan Trimble, J.D. Stringer and Wilma L. Stringer, and William H. Cundiff and Sandra Cundiff by deed of conveyance from James Harding Allen and Terri Gossett Allen, Nancy Jean Allen, John King Allen, Henry Edwin Allen and Lou Ann Allen, and William Stevenson Allen and Sheri Dalton Allen on the 21st day of December 2005, and of record in Deed Book 776, Page 94 in the Pulaski County Clerk's Office, and being all of the property acquired by Eugene Ramsey and Eunice Ramsey by deed of conveyance from Gordonna O. Storz on the 13th day of September, 1991, and of record in Deed Book 508, Page 608 in the Pulaski County Clerk's Office and being described as follows:

BEGINNING at an unmarked point in the northern edge of right-of-way of KY HWY 914, Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47) said point being a corner to The Cincinnati, New Orleans and Texas Railway Company (D.B. 55, PG. 124, 125, 309, 482, 455) and having Kentucky State Plane Coordinates of N=1902966.01 E=1977880.56, and being the POINT OF BEGINNING for this description;

Thence leaving the property of Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47) and continuing along the common property line of The Cincinnati, New Orleans, and Texas Railway Company (D.B. 55, PG. 124, 125, 309, 482, 455) and J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91) the following one (1) call: N28°03′24″W – 400.86 feet to a ½″ rebar found – no ID cap, being a common corner to J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91), Pulaski County (D.B. 767, Pg. 22, PC. D, Slide 198) and The Cincinnati, New Orleans, and Texas Railway Company (D.B. 55, PG. 124, 125, 309, 482, 455);

Thence leaving the property of The Cincinnati, New Orleans, and Texas Railway Company (D.B. 55, PG. 124, 125, 309, 482, 455) and continuing along the common property line of J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91) and Pulaski County (D.B. 767, Pg. 22, PC. D, Slide 198) the following two (2) calls: N61°53′01″E – 1299.96 feet to a ½″ rebar found – no ID cap and N28°06′43″W – 536.12 feet to an unmarked point, being a common corner to J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91), Pulaski County (D.B. 767, PG. 22, PC. D, Slide 198) and Speda Properties 1, LLC. (D.B. 1008, PG. 459);

Thence leaving the property of Pulaski County (D.B. 767, PG. 22, PC. D, Slide 198) and continuing along the common property line of J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91) and Speda Properties 1, LLC. (D.B. 1008, PG. 459) the following one (1) call: N28°06′43″W – 29.11 feet to

an unmarked point, being a common corner to J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91), Justin Moore, Chad Ross, & Brandon Girdler (D.B. 1024, Pg. 276) and Speda Properties 1, LLC. (D.B. 1008, PG. 459);

Thence leaving the property of Speda Properties 1, LLC. (D.B. 1008, PG. 459) and continuing along the common property line of J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91) and Justin Moore, Chad Ross, & Brandon Girdler (D.B. 1024, Pg. 276) the following one (1) call: N67°18′49″E – 125.27 feet to an iron pin found (P.L.S #3816), being a common corner to J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91), Ferguson Dollar, Inc. (D.B. 1019, PG. 504) and Justin Moore, Chad Ross, & Brandon Girdler (D.B. 1024, Pg. 276);

Thence leaving the property of Justin Moore, Chad Ross, & Brandon Girdler (D.B. 1024, Pg. 276) and continuing along the common property line of J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91) and Ferguson Dollar, Inc. (D.B. 1019, PG. 504) the following four (4) calls: S27°45′53″E – 162.39 feet to an iron pin found (P.L.S #3816), N85°28′36″E – 181.85 feet to an iron pin found (P.L.S #3816), N67°57′11″E – 154.71 feet to a 5/8″ rebar found – no ID cap, N62°19′28″E – 67.39 feet to an unmarked point, being a common corner to J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91), Commonwealth of Kentucky (R.B. 19, PG. 188, Parcel 38, Tract A) and Ferguson Dollar, Inc. (D.B. 1019, PG. 504);

Thence leaving the property of Ferguson Dollar, Inc. (D.B. 1019, PG. 504) and continuing along the common property line of J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91) and Commonwealth of Kentucky (R.B. 19, PG. 188, Parcel 38, Tract A) the following six (6) calls: S27°50′33″E – 39.27 feet to an unmarked point, S60°23′18″W – 45.93 feet to an unmarked point, S08°03′11″E – 35.60 feet to an unmarked point, S81°24′39″E – 79.53 feet to an unmarked point, S23°10′34″E – 396.37 feet to a concrete right-of-way marker found, S35°03′11″E – 123.35 feet to an unmarked point, being a common corner to J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91), Commonwealth of Kentucky (R.B. 19, PG. 188, Parcel 38, Tract A), Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47A), Commonwealth of Kentucky (R.B. 18, PG. 115, Parcel 50A), and existing right-of-way of Murphy Ave.;

Thence leaving the property of Commonwealth of Kentucky (R.B. 19, PG. 188, Parcel 38, Tract A), Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47A), Commonwealth of Kentucky (R.B. 18, PG. 115, Parcel 50A) and continuing along the common property line of J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91) and the existing right-of-way of Murphy Ave. the following one (1) call: S71°04′37″W – 22.79 feet to an ½″ conduit found – illegible ID cap, being a common corner to J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91), Eugene and Eunice Ramsey (D.B. 508, PG. 608) and existing right-of-way of Murphy Ave.;

Thence leaving the property of J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91) and continuing along the common property line of Eugene and Eunice Ramsey (D.B. 508, PG. 608) and existing right-of-way of Murphy Ave. the following one (1) call: S54°28′48″E – 83.80 feet to an unmarked corner, being a common corner to Eugene and Eunice Ramsey (D.B. 508, PG. 608), existing right-of-way of Murphy Ave. and Commonwealth of Kentucky (R.B. 17, PG. 630, Parcel 49);

Thence leaving the existing right-of-way of Murphy Ave. and continuing along the common property line of Eugene and Eunice Ramsey (D.B. 508, PG. 608) and Commonwealth of Kentucky (R.B. 17, PG. 630, Parcel 49) the following two (2) calls: S33°18′17″E – 76.58 feet to an unmarked corner, S62°24′32″W – 180.38 feet, being a common corner to Eugene and Eunice Ramsey (D.B. 508, PG. 608), Commonwealth of Kentucky (R.B. 17, PG. 630, Parcel 49) and Commonwealth of Kentucky (R.B. 13, PG. 264, Parcel 48);

Thence leaving the property of Commonwealth of Kentucky (R.B. 17, PG. 630, Parcel 49) and continuing along the common property line of Eugene and Eunice Ramsey (D.B. 508, PG. 608) and Commonwealth of Kentucky (R.B. 13, PG. 264, Parcel 48) the following one (1) call: N27°51′58″W – 25.00 feet to an iron pin found (P.L.S #3463), being a common corner to Eugene and Eunice Ramsey (D.B. 508, PG. 608), Commonwealth of Kentucky (R.B. 13, PG. 264, Parcel 48) and Scott Hail and Teresa Hail, Ryan Trimble, J.D. Stringer and Wilma L. Stringer, and William H. Cundiff and Sandra Cundiff (D.B. 776, PG. 94);

Thence leaving the property of Eugene and Eunice Ramsey (D.B. 508, PG. 608) and continuing along the common property line of Scott Hail and Teresa Hail, Ryan Trimble, J.D. Stringer and Wilma L. Stringer, and William H. Cundiff and Sandra Cundiff (D.B. 776, PG. 94) and Commonwealth of Kentucky (R.B. 13, PG. 264, Parcel 48) the following one (1) call: S64°11′28″W – 803.82 feet to an unmarked point, being a common corner to Scott Hail and Teresa Hail, Ryan Trimble, J.D. Stringer and Wilma L. Stringer, and William H. Cundiff and Sandra Cundiff (D.B. 776, PG. 94), Commonwealth of Kentucky (R.B. 13, PG. 264, Parcel 48) and Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47);

Thence leaving the property of Commonwealth of Kentucky (R.B. 13, PG. 264, Parcel 48) and continuing along the common property line of Scott Hail and Teresa Hail, Ryan Trimble, J.D. Stringer and Wilma L. Stringer, and William H. Cundiff and Sandra Cundiff (D.B. 776, PG. 94) and Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47) the following one (1) call: N20°55′55″W – 80.54 feet to an unmarked point, being a common corner to Scott Hail and Teresa Hail, Ryan Trimble, J.D. Stringer and Wilma L. Stringer, and William H. Cundiff and Sandra Cundiff (D.B. 776, PG. 94), J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91) and Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47);

Thence leaving the property of Scott Hail and Teresa Hail, Ryan Trimble, J.D. Stringer and Wilma L. Stringer, and William H. Cundiff and Sandra Cundiff (D.B. 776, PG. 94) and continuing along the common property line of J.D. Stringer Revocable Living Trust U/T/A Dated the 28th day of May, 1999 (D.B. 986, PG. 91) and Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47) the following four (4) calls: S62°24′32″W – 500.41 feet to a concrete right-of-way marker found, S27°35′28″E – 72.50 feet to an unmarked point, S67°10′21″W – 150.52 feet to an unmarked point, S61°42′38″W – 195.57 feet to the **POINT OF BEGINNING and containing 21.391 acres**.

All bearings are referenced to grid north of the Kentucky State Plane Coordinate System – South Zone (NAD83).

This description prepared by AGE Engineering Services, Inc. on 11th day of October, 2022.

PRELIMINARY DRAFT NOT FOR RECORDING NOT FOR LAND TRANSFER WORKING DRAFT ONLY Page 3 of 3

November 1, 2022

Somerset City Council P.O. Box 989 Somerset, Kentucky 42502-0989

Ferguson City Council P.O. Box 222 Ferguson, Kentucky 42533

Linda Burnett, Pulaski County Clerk P.O. Box 739 Somerset, Kentucky 42502-0739

IN RE:

Petition in Support of Transfer of Incorporated Areas between Cities of the Home Rule Class pursuant to KRS 81.500

Dear Ladies and Gentlemen:

We write this petition pursuant to KRS 81.500 in support of the transfer of a certain tract or parcel of land where shown and designated as "21.391 Acres By Survey To Be Annexed" on a plat attached hereto and incorporated fully herein as Exhibit "1" (hereinafter, the "Territory"). The undersigned hereby affirm that they consent to the transfer of the Territory from the incorporated area of the City of Ferguson to the incorporated area of the City of Somerset. The undersigned persons represent not less than fifty-one percent (51%) of the number of registered voters who reside, or own property, within the Territory as required by KRS 81.500.

Very truly yours,

All of the undersigned Residents or Property Owners within the Territory whose notarized signatures are affixed hereto.

Attachment

SCOTT HAIL

SCOTT HAIL

TERESA HAIL

STATE OF KENTUCKY COUNTY OF PULASKI...SCT:

Acknowledged and sworn to before me by Scott Hail and Teresa Hail, husband and wife, on this the 1 day of Noundul 2022.

Commission No. <u>kyntygu</u>ul

My Commission Expires:

Wart 13 37

NOTARY PUBLIC

MACKIE WILSON

Notary Public, ID No. KYNP4844

RVAN TRIMBLE

STATE OF KENTUCKY COUNTY OF PULASKI...SCT:

Acknowledged and sworn to before me by Ryan Trimble, on this the Ulay of Nounday, 2022.

Commission No. VYNP49441

My Commission Expires:

May 12, 26

Machie Wilam
NOTARY PUBLIC

LE STRINGER

STATE OF KENTUCKY COUNTY OF PULASKI...SCT:

COUNTY OF FOLKSKISCT.	
on this the Acknowledged and swor	n to before me by J.D. Stringer, an unremarried widower, 22.
Commission No.	
My Commission Expires: 4-28-25	Barbora Jesu W.S.C.
Barbara Lisa Wesley Notary Public, ID KYNP25836 State at Large, Kentucky ky Commission Expres on 12825	J.D. STRINGER REVOCABLE TRUST U/T/A DATED MAY 28, 1999, AS AMENDED BY. J.D. STRINGER, TRUSTEE
STATE OF KENTUCKY COUNTY OF PULASKISCT:	
Acknowledged and swon dated May 28, 1999, as amended, by an Morenton, 2022.	n to before me by the J.D. Stringer Revocable Trust U/T/And through J.D. Stringer, Trustee, on this the 3 day of
Commission No.	
My Commission Expires: <u> 4-28-25</u>	Barbara Lesa USas
	NOTART TOBLIC

	WILLIAM H. CUNDIFF
STATE OF KENTUCKY COUNTY OF PULASKISCT:	
Acknowledged and sworn this the day of, 2022.	to before me by William H. Cundiff, a single man, on
Commission No	
My Commission Expires:	
	NOTARY PUBLIC
	SANDRA CUNDIFF
STATE OF KENTUCKY COUNTY OF PULASKISCT:	
Acknowledged and sworn to the day of, 2022.	o before me by Sandra Cundiff, a single woman, on this
Commission No.	
My Commission Expires:	

NOTARY PUBLIC

	Olma Clevins
	Demis Bleuri DENNIS BLEVINS
STATE OF KENTUCKY COUNTY OF PULASKISCT:	
Acknowledged and sw and husband, on this the get day of	orn to before me by Norma Blevins and Dennis Blevins, wife Michba, 2022.
Commission No.	
My Commission Expires:	Barbara Landles Cy NOTARY PUBLIC
Barbara Lisa Wesley Notary Public, ID KYNP25836 State at Large, Kentucky My Commission Expires on	Barbara Welch BARBARA WELCH
STATE OF KENTUCKY COUNTY OF PULASKISCT: Acknowledged and sw on this the the day of Acknowledged, 2	orn to before me by Barbara Welch, an unremarried widow, 2022.
Commission No.	
My Commission Expires:	
4-28-25	Britara La La Cer NOTARY PUBLIC
Barbara Lisa Wesley Notary Public, ID KYNP25836	

	Regina Bray REGINA BRAY
	Barry BRAY
STATE OF KENTUCKY COUNTY OF PULASKISCT:	
Acknowledged and swo husband, on this the Stoday of No.	orn to before me by Regina Bray and Barry Bray, wife and
Commission No	
My Commission Expires:	Rabara Scra Wesley NOTARY PUBLIC
Barbara Lisa Wesley Notary Public, ID KYNP25836 State at Large, Kentucky My Commission Expires on List	LOIS WARE
	STEVEN WARE
STATE OF KENTUCKY COUNTY OF PULASKISCT:	
Acknowledged and swo husband, on this the day of	orn to before me by Lois Ware and Steven Ware, wife and, 2022.
Commission No.	
My Commission Expires:	
	NOTARY PUBLIC



	BILLIE JEAN DOUGLAS
	JOHNNY DOUGLAS
STATE OF KENTUCKY COUNTY OF PULASKISCT:	
Acknowledged and swo wife and husband, on this the day	rn to before me by Billie Jean Douglas and Johnny Douglas, of, 2022.
Commission No.	
My Commission Expires:	
	NOTARY PUBLIC