

MINUTES OF MEETING HELD DECEMBER 12, 2022

The Common Council of the City of Somerset, Kentucky met in a regular meeting on Monday December 12, 2022, at 6:00 p.m. with the following present: Council Members; Robin Daughetee, Patrick Hunley, John Minton, Jim Mitchell, David Godsey, Amanda Bullock, Tom Eastham, David Burdine, Brian Dalton, Jerry Wheeldon, Jimmy Eastham, Jerry Girdler, Mayor Alan Keck, City Attorney John Adams, and City Clerk Nick Bradley.

Mr. Dalton moved to approve the minutes of the regular meeting held on November 14, 2022, along with reports as mailed. Mr. Burdine seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Daughetee, Mr. Hunley, Mr. Minton, Mr. Mitchell, Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, and Mr. Girdler.

The Oath of Office was administered to all incoming city council members and mayor by Judge Katie Sloan.

The June 30, 2022 Financial Statements and Audit were presented by Kevin Fisher of RFA Consultants.

Mr. Burdine made a motion to approve the following Ordinance Number 22-18: Establishing Fines For The Non-Proper Tethering Of Animals; The Cruel Treatment, Combat Of Animals, Harassment; And The Abandonment Of Animals. Ms. Bullock seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Daughetee, Mr. Hunley, Mr. Minton, Mr. Mitchell, Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, and Mr. Girdler.

Ordinance No. 22-18

AN ORDINANCE ESTABLISHING FINES FOR THE SPOIL-PROOF TETHERING OF ANIMALS, THE CRUEL TREATMENT, COMBAT OF ANIMALS, HARASSMENT, AND THE ABANDONMENT OF ANIMALS

WHEREAS the City of Somerset through its Common Council has the power to define and regulate the public "peace and dignity" within the City of Somerset.

WHEREAS within those powers the Common Council may regulate the treatment of animals

BE IT ORDAINED by the Common Council of the City of Somerset, Kentucky as follows.

I. If any animal, including, but not limited to dogs, but excluding fowl, is to be tethered by a chain, cable tie-out, or similar restraint, the tether shall be attached to a properly fitting collar/harness designed to be a holding device. The tether and collar shall be of a weight and material appropriate for the species, breed, condition, and size of the animal; cannot be of a weight which will cause burden to the animal, be no less than 10 feet in length and have swivels on both ends. An owner or keeper shall not wrap a tether directly around an animal's neck, and the tether shall be attached to a fixed immobile point that allows freedom of movement, while withstanding the force necessary to restrain the animal. The area around the tethered animal shall be free of objects which could become tangled in the tether. If an animal is to be kept in an enclosure, the enclosure shall allow for freedom of movement, unless restricted by a veterinarian, and the owner or keeper shall not allow the animal to stand in the animal's feces and/or urine for prolonged periods. The enclosure shall be free of objects or contaminants which

are likely to cause injury to, or be detrimental to the health of, the animal, including, but not limited to, rusty or jagged metal objects, broken glass, or harmful chemicals, solvents, or agents.

II. No person shall beat, cruelly treat, torment, overload, overwork, or otherwise chase any animal, or cause or permit any fight or other combat between animals. No person shall allow an animal, under his or her direct control by restraint or voice command, to intimidate, harass, or worry another animal which is upon its owner's or keeper's property.

III. No owner or keeper shall abandon an animal, abandonment consisting of leaving the animal for a period in excess of 24 hours without providing for someone to feed, water, and check on the animal. In the event that an animal is found so abandoned, the animal may be taken by the Animal Control Officer, or any peace officer, and impounded in the Pulaski County Animal Control Shelter. The animal, if taken from private property, shall be kept at the Animal Control Shelter until either relinquished by the owner or keeper, or custody of the animal is determined by judicial process.

IV. Jurisdiction & Penalties - An allegation of violation shall be made by any law enforcement officer or other person having personal knowledge of the violation by a sworn warrant or affidavit through the Pulaski County Attorney's Office and said resulting misdemeanor complaint shall be prosecuted by the Pulaski County

Ord. 22-18

Attorney in Pulaski District Court. The penalties for a violation of Section I or II shall be in addition to any state ordinance violation and shall be a \$100 fine for the first offense, \$250 fine for the second offense and \$500 for the third offense.

V. This Ordinance shall take effect from and upon its passage as approval as required by law.


First Reading: November 14, 2022

Second Reading: December 12, 2022

Approved:


Alan L. Keck, Mayor

Attested:


Nick Bradley, City Clerk

Mr. Wheeldon made a motion to approve the following Ordinance Number 22-19: Declaring The Intent To Transfer Incorporated Territory Pursuant To KRS 81.500, And All Other Applicable Law Of The Commonwealth Of Kentucky. Mr. J. Eastham seconded the motion. Upon roll call

the following Council Members voted “Aye”: Mr. Daughetee, Mr. Hunley, Mr. Minton, Mr. Mitchell, Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, and Mr. Girdler.

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ORDINANCE NO. 22-19

AN ORDINANCE DECLARING THE INTENT TO TRANSFER INCORPORATED 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 area, specifically Highway 914, which shall benefit not only both Cities, but the community at large and Putnam 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 Putnam 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 Ordinance 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(3)(c), taxes and revenues from the transferred territory shall be as follows:

Originally Prepared for City of Ferguson, 11-3-22, CJW
 Revised and Prepared for Somerset, 11-14-22, Amended 12-7-22 to comply JBA

Ord. 22-19

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 bi-annually 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 a 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

Originally Prepared for City of Ferguson, 11-4-22, CJW
 Revised and Prepared for Somerset, 11-14-22, Amended 12-7-22 to comply JBA

Ord. 22-19

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 developer/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

Originally Prepared for City of Ferguson, 11-3-22, CJW
 Revised and Prepared for Somerset, 11-14-22, Amended 12-7-22 to comply JBA

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, as 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

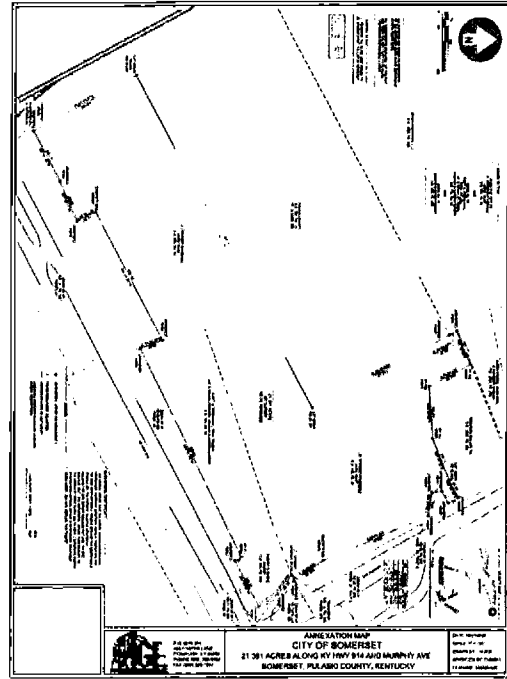
Second Reading and Passage by the Somerset City Council: December 12, 2022

Execution Proving Passage:

Alain Beck
Alain Beck - Mayor, City of Somerset

ATTEST: *Nick Padley*
Nick Padley, City Clerk, City of Somerset

Originally Prepared for City of Bergamo, 11-13-22, c119
Revised and Prepared for Somerset, 11-17-22; Amended 11-22-22 to comply JRA



P.O. BOX 204
180 POSTER LANE
STANFORD, KY 40444



PHONE 606.368.4842
FAX 606.368.1897

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 28th day of September, 2018, and of record in Deed Book 985, Page 91 in the Pulaski County Clerk's Office, and being of Scott Hill and Teresa Hill, Ryan Trimble, J.D. Stringer and Wilma L. Stringer, and Wilam 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 771, Page 84 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 Constance O. Starr on the 13th day of September, 1992, 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 1" 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) call: N62°19'01"E - 1299.96 feet to a 1" rebar found - no ID cap and N28°06'43"W - 536.32 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 Speeds 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 Speeds Properties 1, LLC (D.B. 1008, PG. 459) the following one (1) call: N28°06'43"W - 29.13 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 Speeds Properties 1, LLC (D.B. 1008, PG. 459);

Thence leaving the property of Speeds 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) call: S27°49'53"E - 152.39 feet to an iron pin found (P.L.S #3816), N65°28'50"E - 181.85 feet to an iron pin found (P.L.S #3816), N67°19'11"E - 154.21 feet to a 5/8" rebar found - no ID cap, N62°19'01"E - 62.59 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. 13, PG. 188, Parcel 28, 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. 13, PG. 188, Parcel 28, Tract A) the following six (6) call: S27°50'33"E - 38.27 feet to an unmarked point, S40°23'18"W - 45.93 feet to an unmarked point, S08°08'11"E - 33.80 feet to an unmarked point, S81°24'39"E - 79.51 feet to an unmarked point, S23°10'34"E - 95.37 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. 13, PG. 188, Parcel 28, Tract A), Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47A), Commonwealth of Kentucky (R.B. 13, PG. 115, Parcel 50A), and existing right-of-way of Murphy Ave;

Thence leaving the property of Commonwealth of Kentucky (R.B. 13, PG. 188, Parcel 28, Tract A), Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47A), Commonwealth of Kentucky (R.B. 13, 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 "X" conduit found - Regble 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 48) the following two (2) lots, 133'x18' (71' - 76.58 feet to an unmarked corner, S62°24'32"W - 182.18 feet, being a common corner to Eugene and Eunice Ramsey (D.B. 508, PG. 608), Commonwealth of Kentucky (R.B. 17, PG. 630, Parcel 48) 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 48) and continuing along the common property line of Eugene and Eunice Ramsey (D.B. 508, PG. 608) and Commonwealth of Kentucky (R.B. 11, PG. 264, Parcel 48) the following one (1) lot, 142'75"51"W - 25.00 feet to an iron pin found (P.L.S. #348), 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 Hall and Teresa Hall, 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 Hall and Teresa Hall, 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) lot, S64°11'28"W - 80.82 feet to an unmarked point, being a common corner to Scott Hall and Teresa Hall, 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 Hall and Teresa Hall, 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) lot, N20°55'51"W - 80.34 feet to an unmarked point, being a common corner to Scott Hall and Teresa Hall, 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. 984, PG. 93) and Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47).

Thence leaving the property of Scott Hall and Teresa Hall, 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. 984, PG. 93) and Commonwealth of Kentucky (R.B. 13, PG. 342, Parcel 47) the following four (4) lots, S68°24'52"W - 520.41 feet to a common right of way marker found, S27°35'18"E - 21.50 feet to an unmarked point, S67°32'21"W - 142.52 feet to an unmarked point, S41°42'38"W - 149.51 feet to the POINT OF BEGINNING and containing 21.367 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
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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

1 of 7

Scott Hall
SCOTT HALL
Teresa Hall
TERESA HALL

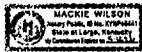
STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:

Acknowledged and sworn to before me by Scott Hall and Teresa Hall, husband and wife, on this 11 day of November, 2022.

Commission No. 2022-0104

My Commission Expires: 04-28-25

Mackie Wilson
NOTARY PUBLIC



Ryan Trimble
RYAN TRIMBLE

STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:

Acknowledged and sworn to before me by Ryan Trimble, on this 11 day of November, 2022.

Commission No. 2022-0104

My Commission Expires: 04-28-25

Mackie Wilson
NOTARY PUBLIC



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J.D. Stringer
J.D. STRINGER

STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:

Acknowledged and sworn to before me by J.D. Stringer, as unmarried widower, on this 11 day of November, 2022.

Commission No. _____

My Commission Expires: 4-28-25

Barbara Jean W. DeCoy
NOTARY PUBLIC



J.D. STRINGER REVOCABLE TRUST U/T/A
DATED MAY 28, 1999, AS AMENDED
by J.D. Stringer
J.D. STRINGER, TRUSTEE

STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:

Acknowledged and sworn to before me by the J.D. Stringer Revocable Trust U/T/A dated May 28, 1999, as amended, by and through J.D. Stringer, Trustee, on this 11 day of November, 2022.

Commission No. _____

My Commission Expires: 4-28-25

Barbara Jean W. DeCoy
NOTARY PUBLIC



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STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:
Acknowledge and sworn to before me by William H. Cundiff, a single man, on
this the ____ day of _____, 2022.
Commission No. _____
My Commission Expires: _____
NOTARY PUBLIC

WILLIAM H. CUNDIFF

STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:
Acknowledge and sworn to before me by Sandra Cundiff, a single woman, on
this the ____ day of _____, 2022.
Commission No. _____
My Commission Expires: _____
NOTARY PUBLIC

SANDRA CUNDIFF

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STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:
Acknowledge and sworn to before me by Norma Hlevins and Dennis Hlevins, wife
and husband, on this the ____ day of _____, 2022.
Commission No. _____
My Commission Expires: _____
NOTARY PUBLIC

Norma Hlevins
NORMA HLEVINS
Dennis Hlevins
DENNIS HLEVINS



STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:
Acknowledge and sworn to before me by Barbara Welch, an unmarried widow,
on this the ____ day of _____, 2022.
Commission No. _____
My Commission Expires: _____
NOTARY PUBLIC

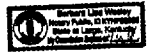
Barbara Welch
BARBARA WELCH



5 of 7

STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:
Acknowledge and sworn to before me by Regina Gray and Barry Gray, wife and
husband, on this the ____ day of _____, 2022.
Commission No. _____
My Commission Expires: _____
NOTARY PUBLIC

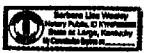
Regina Gray
REGINA GRAY
Barry Gray
BARRY GRAY



LOIS WARE

STEVEN WARE

STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:
Acknowledge and sworn to before me by Lois Ware and Steven Ware, wife and
husband, on this the ____ day of _____, 2022.
Commission No. _____
My Commission Expires: _____
NOTARY PUBLIC



6 of 7

STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:
Acknowledge and sworn to before me by Billie Jean Douglas and Johnny Douglas,
wife and husband, on this the ____ day of _____, 2022.
Commission No. _____
My Commission Expires: _____
NOTARY PUBLIC

BILLIE JEAN DOUGLAS
JOHNNY DOUGLAS

7 of 7

First reading was given the following Ordinance Number 22-20: 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 of 509 Bourne Ave. Parcel # 061-8-3-45 from B-3 to R-3.

ORDINANCE NO. 23-20

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 B-3 to R-3, said properties being more particularly described in Exhibit "A" attached hereto and incorporated herein in full by reference, located at 509 Bourne Ave, Somerset, Kentucky, and having PVA Parcel # 061-8-3-45.
- II. The City Clerk of the City of Somerset, Kentucky is hereby authorized to alter the Zoning Map to reflect said changes.
- III. This Ordinance shall be in full force and effect from and after adoption and publication according to Law.

FIRST READING: December 12, 2022

SECOND READING: _____

Approved: _____
 Mayor

Attest: _____
 City Clerk

**CITY OF SOMERSET, KENTUCKY
 PLANNING AND ZONING COMMISSION**

**FINDINGS OF FACT,
 CONCLUSIONS AND RECOMMENDED MAP AMENDMENT**

CASE NO. _____

RE: Zone Change: Slade Properties & Development, LLC, 509 Bourne Avenue

For Recording purposes,
 Listed below are the parties involved in the Zone Change for
 509 Bourne Avenue
 Somerset, Kentucky
 PVA Parcel 061-8-3-45

| | |
|--|-------------------------------------|
| Party One | Party Two |
| City of Somerset, Planning and Zoning Commission | Slade Properties & Development, LLC |
| PO Box 509 | 109 Jumper Street |
| Somerset, Kentucky, 42502 | Somerset, Kentucky, 42501 |

The Planning and Zoning Commission having heard testimony at a public hearing conducted before the Commission on the 22nd day of November 2022 and based on the evidence presented, the Planning and Zoning Commission enters the following FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDED MAP AMENDMENT.

FINDINGS OF FACT

Slade Properties & Development, LLC is the owner of record of a tract of land at 509 Bourne Avenue, parcel of conveyance dated the 20th day of April 2022 and of record in Deed Book 1954 Page 074. The seller purchased the house in January 2015 (Deed Book 925 Page 349) and the past use during the ownership is unknown, presumed to be residential in nature. The seller bought the tract from the estate of Alice Shearer Ramsey, who received the tract as a beneficiary of the Barton L. Ramsey, Jr. Trust in 1988. Dr. Ramsey was an obstetrician who passed in 1989 and his widow, (Alice Shearer Ramsey) was living in the house in June 2014. Ms. Shearer passed on December 3, 2014. The house was built in 1950 based on comments in an article in 2014. A portion of the present improvements were in place in 1951. The present structure appears to be in place based on an aerial

photo taken in 1956. The building was used as a residence/office for Dr. Ramsey up till his passing in 1989. The present owner stated that there are no medical records in the building.

The subject tract, Parcel 061-8-3-45, is zoned B-3, Neighborhood Commercial.
 The tract to the east, Parcel 061-8-4-25, Somersetville is zoned B-2 Highway Commercial.
 The tract to the south, Parcel 061-8-3-46, Slade Properties & Development, LLC (Vacant) is zoned B-3 Neighborhood Commercial.
 The tract to the west, Parcel 061-8-3-44, Lake Cumberland District Health Department is zoned B-3 Neighborhood Commercial.
 The tracts across the street, Parcel 061-8-1-42 & 43, City of Somerset (Park), Parcel 061-8-1-41, Roy Moore (Single Family Residence) and Parcel 061-8-1-40 Pulaski County (Health Department), are all zoned B-3 Neighborhood Commercial.

The applicant wishes to rezone the property to B-3 Medium Density Residential. The applicant stated in a pre-application interview that he plans to rezone the site and change the use to a boarding house (a listed principal use for up to 8 people) after which the applicant will then apply for a conditional use so as to exceed the 8 person limitation. The applicant further stated that he does not plan on building additional buildings on this parcel. The applicant stated that the absence of sanitary sewage outside the city limits is why he has chosen this tract to meet the needs of his client. The applicant stated that this is a short term remedy and after additional purchases and/or construction, he may return this tract to its original zoning.

The planned future use for the property is residential, and the proposed zone change agrees with the planned future use.

The zone change meets 100.213 (1)

100.213 Findings necessary for proposed map amendment - Recommendation. (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.

CONCLUSIONS

The requested rezoning is in agreement with the future use outlined in the comprehensive plan. Mr. Josh Collins, a principal of Slade Properties & Development, LLC, spoke and gave a general outline on the future use of the property. There were no citizens present to comment in favor or against the rezoning. The commission voted 6-1 in favor of the rezoning, with Burgin, Epler, Epler, Holland, Stanger and Vaughn voting in favor of the rezoning, and Lynch opposing said rezoning.

RECOMMENDED MAP AMENDMENT

It is hereby recommended that a commission that the map amendment be granted, as the present zoning is in compliance with the Comprehensive Plan, meeting the requirements of KRS 100.211 (1).

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 23rd day of November 2022

Josh Collins
 Chairman, Planning and Zoning Commission
 City of Somerset

ATTEST:
[Signature]
 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

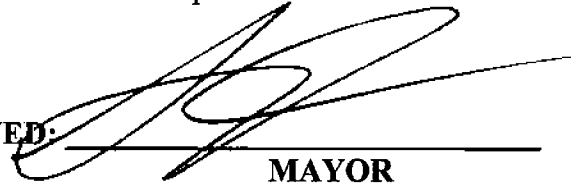
 City Attorney

Mr. Daughetee made a motion to go approve the following tax refunds: Ronald Bradley 2021 & 2022 Homestead Exemption \$91.00, John S. Roy 2021 & 2022 Homestead Exemption \$105.30. Mr. Godsey seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Daughetee, Mr. Hunley, Mr. Minton, Mr. Mitchell, Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, and Mr. Girdler.

Mr. Daughetee made a motion by acclamation to recognize Somerset Police Officer Eric Klepper for working 20 Years without taking a sick day.

There being no further business the meeting adjourned at 7:08 p.m.

APPROVED: _____



MAYOR

ATTEST: _____



CITY CLERK