

Somerset

DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION

Planning & Zoning Commission  
 300 East Third Street, Room 100  
 Somerset, KY 40387  
 Phone: (606) 626-8114  
 Fax: (606) 617-6888  
 www.somersetky.com

ANNEXATION REQUEST FORM

I, Philip Foster formally request annexation

of my property located at 100 Family Fun Drive

into the City of Somerset

I also request that the 60-day waiting period be waived

I also request that this property be zoned

*[Signature]*  
 Signature

DS/10/14  
 Date

A certain tract or parcel of land lying on the west side of Family Fun Drive in Somerset, Pulaski County, Kentucky and is more particularly described as follows:

All bearings shown herein were established to Grid North Kentucky 83° (1660) Single Zone, per L&L Surveyors as observed on October 27th, 2014.

WHEREFORE at a found w<sup>o</sup> rebar with a red plastic survey cap stamped M, Daulton LS 2484 located on the west 40.0' right-of-way of Family Fun Drive, said rebar being a corner, to Jim Metcalf (found book 1014, page 360-Partial One) and a corner to the existing City limits of Somerset (Ordinance No. 21-08), said rebar having a horizontally fixed Total Station Plane Coordinates of N 75°39'02.00"E, Pt. 5, 248,315.06' Thence with Metcalf and the existing City limits of Somerset the following (1) call: N 87°00'16" W a distance of 107.01' to a found w<sup>o</sup> rebar with a red plastic survey cap stamped M, Daulton LS 2483; Thence N 87°00'16" W a distance of 34.59' to a found w<sup>o</sup> rebar with a red plastic survey cap stamped M, Daulton LS 2483; Thence N 87°00'16" W a distance of 155.45' to a found w<sup>o</sup> rebar with a red plastic survey cap stamped M, Daulton LS 2484 being a corner to Green Diamond, L&L found book 1052, page 018-TRACT 21; Thence with Green Diamond, L&L, N 21°00'00" W a distance of 188.20' to a found w<sup>o</sup> rebar with a red plastic survey cap stamped M, Daulton LS 2463 being a corner to Lot 13 of Green Machine Subdivision plat cabinet A, made lot-side 1 and 2; Thence with L&L (L&L 1212) and 14 of Green Machine Subdivision, N 01°18'47" W a distance of 178.12' to a point being a corner to Jimmy and Kim Board (found book 897, page 073); Thence with Board, S 02°38'04" W a distance of 105.18' to a point located on the 10.0' north right-of-way of Family Fun Drive; Thence N 87°00'16" W a distance of 45.00' to a point located on the west 45.0' right-of-way of Family Fun Drive; Thence with the west right-of-way of Family Fun Drive, S 02°38'04" W a distance of 14.88' to a point; Thence along the right-of-way of Family Fun Drive, N 87°00'16" W a distance of 60.00' to a point; Thence N 02°38'04" W a distance of 40.00' to a point; Thence S 02°38'04" W a distance of 41.92' to a point located on the west right-of-way of Family Fun Drive; Thence with the west right-of-way of Family Fun Drive, S 02°38'04" W a distance of 41.92' to the POINT OF BEGINNING, having an area of 2.19 acres, according to a field survey conducted on February 3rd, 2012 and performed under the direct supervision of Joey C. Bagley PLS 3138, with JD Land Surveying, Inc.

Above described annexation is subject to all easements, exceptions, right-of-ways, covenants, and restrictions of record or that may apply.

*[Signature]* 4-25-24  
 J. C. Bagley Date

JOEY C. BAGLEY  
 PLS 3138  
 PROFESSIONAL  
 SURVEYOR

Mr. Daughette made a motion to approve the following Resolution Number 24-11: 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, 2024, AS PROVIDED IN THE KENTUCKY REVISED STATUTES AND ACCEPTING ALL STREETS REFERRED TO THEREIN AS BEING STREETS WHICH ARE A PART OF THE INCORPORATED CITY. Mr. Burdine seconded the motion. Upon roll call the following Council Members voted "Aye": Ms. Bullock, Mr. Burdine, Mr. Dalton, Mr. J. Eastham, Mr. Girdler, Mr. Daughetee, Mr. Hunley, Mr. Minton, Mr. Mitchell, and Mr. Godsey.

STATE OF KENTUCKY  
 DEPARTMENT OF RURAL AND MUNICIPAL AID

THIS AGREEMENT, entered into as of the 5th day of the month of June of the year 2024, by and between the 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) § 177.05(3) provides that "The revenue resulting from the imposition of a local tax on taxpayers pursuant to KRS § 146.220(1)(2), KRS § 146.600(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, 2024, (the amount is \$260,335.69 (the "Apportionment"). The above referenced estimate is based on the most recent available data and

is subject to change as more reliable 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 2025.

3. **Deductions 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. The initial amount is \$151,515.30.

b. **Second Distribution.** The Department shall distribute (and including available state revenue) 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 this 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 calculated 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 documents have been submitted to the Department, the Department will then determine the disbursed remaining amount. If the actual cost of an emergency project is less than the amount of Emergency Fund disbursed to the City, then the City shall reimburse the difference to the Department.

8. **Disbursement of Funds.** Upon receipt of the City's request, the Department will disburse the Emergency Fund funds directly to the City to pay for materials, labor and equipment necessary for the City to accomplish construction, reconstruction and maintenance on street projects designated by the City and lying within city limits. This assistance is extended insofar as funds are available from the Appropriation. The Department is responsible for all labor and materials for the construction, reconstruction and maintenance of roadway projects. The amount of the Appropriation allocated and disbursed by the Department to the City. The Department may assist the City in paying 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 rates of the "Blue Book for Rental of Equipment" or the Department's official rental rate. The Department may also disburse funds to the City for the hourly rate of personnel who perform the work. This rate may include travel expenses, benefits such as health insurance, retirement and social security insurance, etc.

9. **Use of Municipal Road Aid Funds.** The City agrees and certifies that the Appropriation will be expended by the City solely for the purpose of construction, reconstruction, and maintenance of city streets as defined in KRS § 177.363(4).

10. **Rights of Way.** The City, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and shall be responsible for any claims for damages arising therefrom as applicable.

11. **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 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 claim is covered by the contract.

12. **Reimbursement of Taxes.** 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 Appropriation in the next fiscal year.


13. **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 cancelled under this provision, then the City will receive any unapplied portion of the Appropriation from the Finance and Administration Cabinet.

14. **Access to Records.** The City acknowledges and agrees that pursuant to KRS § 177.369(1) it shall retain all records of the expenditures of the Appropriation 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 pre-qualification 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 § 61.870(1)(c)), 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 § 177.369(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.

15. **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.

16. **Effect 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 on the date hereon stated below:

INCORPORATED CITY OF CITY  
 BY:  Date: \_\_\_\_\_  
 Chief Executive Officer (Mayor)  
 (For Kentucky Transportation Cabinet use only)

DEPARTMENT OF RURAL AND MUNICIPAL AND  
 OFFICE OF RURAL & SECONDARY ROADS  
 BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Commissioner

APPROVED AS TO FORM AND LEGALITY:  
 BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Office of Legal Services

COMMONWEALTH OF KENTUCKY  
 TRANSPORTATION CABINET  
 BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Secretary

RESOLUTION

Incorporated City of City Name

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 Social and Municipal Aid for the fiscal year beginning July 1, 2024, as provided in the Kentucky Revised Statutes and accepting 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 agrees to all the terms and conditions therein stated, and

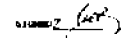
The Chief Executive Officer of the said Incorporated City is hereby authorized and directed to sign said Contract as set forth on behalf of the Legislative Body of, and the City Clerk of **BOHNETT** is hereby authorized and directed to certify thereto

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

<u>AYE</u>		<u>NAY</u>
Mr. Bullock	Mr. Hunley	_____
Mr. Burdine	Mr. Minton	_____
Mr. Dalton	Mr. Girdler	_____
Mr. J. Eastham	Mr. Godsey	_____
Mr. _____	_____	_____
Mr. Daughetee	_____	_____

COMMONWEALTH OF KENTUCKY  
INCORPORATED CITY OF BOHNETT

I, Nick Wadley, City Clerk of BOHNETT certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 14th day of May, 2024

  
NICK WADLEY  
CLERK OF BOHNETT

Mr. Burdine made a motion to approve a tax refund for Lawrence Ray Carmichael for 2023 in the amount of \$60.26 and for David Neel Oursler for 2022 in the amount of \$52.65. Mr. Godsey seconded the motion. Upon roll call the following Council Members voted "Aye": Ms. Bullock, Mr. Burdine, Mr. Dalton, Mr. J. Eastham, Mr. Girdler, Mr. Daughetee, Mr. Hunley, Mr. Minton, Mr. Mitchell, and Mr. Godsey.

There being no further business the meeting was adjourned at 6:24 p.m.

APPROVED:   
MAYOR

ATTEST:   
CITY CLERK