

MUNICIPAL ORDER 37-2023

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH JUSTIN CAMACHO AND KASEY DUPONT PROVIDING FOR THE CONSENSUAL ANNEXATION OF UNINCORPORATED PROPERTY LOCATED IN DAVIESS COUNTY AT 45 BOOTH FIELD ROAD CONTAINING 0.995 ACRES, MORE OR LESS; AND FURTHER PROVIDING THAT THE CITY SHALL REIMBURSE JUSTIN CAMACHO AND KASEY DUPONT \$6,720.57, REPRESENTING A TOTAL OF AD VALOREM REAL PROPERTY TAXES FROM THE PROPERTY FOR FIVE (5) YEARS.

WHEREAS, Justin Camacho and Kasey Dupont are the owners of real property consisting of 0.995 acres, more or less, located at 45 Booth Field Road; and

WHEREAS, said property is zoned as R-1A Residential; and

WHEREAS, the property owned by Justin Camacho and Kasey Dupont is presently located in an unincorporated area of Daviess County that is contiguous to the corporate boundaries of the City, and when annexed will utilize and benefit from applicable municipal services; and

WHEREAS, the social and economic wellbeing of the City is directly related to, and in many respects dependent upon, the substantial growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote economic development, and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous industrial, commercial, and/or residential developments and owners

to become citizens of Owensboro through consensual annexation, with all services, rights, privileges, and other amenities appertaining thereto; and

WHEREAS, as an incentive to Justin Camacho and Kasey Dupont to incorporate the real property into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the City desires to reimburse Justin Camacho and Kasey Dupont in the amount of \$6,720.57, representing a total of ad valorem real property taxes derived from the property located therein for five (5) years.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:

Section 1. That the Mayor be, and he hereby is authorized and directed to execute a Memorandum of Agreement with Justin Camacho and Kasey Dupont setting forth the terms and conditions by which the 0.995 acre tract of land located at 45 Booth Field Road will be consensually annexed into the City of Owensboro, in consideration for the City agreeing to reimburse Justin Camacho and Kasey Dupont in the amount of \$6,720.57, representing a total of ad valorem real property taxes derived from the property located therein for five (5) years. A copy of said Memorandum of Agreement is attached hereto and incorporated by reference herein.

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the 19th day of September, 2023.

Thomas H. Watson, Mayor

ATTEST:

Beth Davis, City Clerk

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this _____ day of _____, 2023, by and between CITY OF OWENSBORO, KENTUCKY, a municipality of the home rule class, 101 East Fourth Street, P. O. Box 10003, Owensboro, Kentucky 42302-9003, (hereafter referred to as “City”), and Justin Camacho and Kasey Dupont, 45 Booth Field Road, Owensboro, KY 42301, (hereafter referred to as “Owners”). City and Owners are each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, Owners are the owners of a certain tract of real property consisting of approximately 0.995 acres, more or less, which is located at 45 Booth Field Road, Owensboro, KY (hereinafter referred to as “Subject Property”); and

WHEREAS, Owners’ property is presently located in an unincorporated area of Daviess County that is contiguous to the corporate boundaries of the City and, when annexed, will utilize and benefit from various municipal services; and

WHEREAS, the City of Owensboro desires to provide an incentive for Owners to consent to annexation of the Subject Property; and

WHEREAS, Owners wish to grant their consent to annexation whereby Subject Property shall be annexed into the corporate limits of the City of Owensboro; and

WHEREAS, the social and economic well being of the City is directly related to, and in many respects dependent upon, the growth of the City and its

tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote economic development, and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous property owners to become citizens of Owensboro through consensual annexation, with all services, rights, privileges, and other amenities appertaining thereto; and

WHEREAS, as an incentive to Owners to incorporate Subject Property into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the Parties enter into an agreement by which the City will reimburse the Owners in the amount of \$6,720.57, representing the total of ad valorem real property taxes derived from the Subject Property for five (5) years.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained herein, the Parties agree as follows:

SECTION 1. ANNEXATION: Subject Property shall be annexed into the City pursuant to KRS 81A.412.

SECTION 2. INCENTIVE: Under the terms of this Agreement, the City will reimburse the Owners the amount of \$6,720.57, representing the total of ad valorem real property taxes derived from the Subject Property for five (5) years. Reimbursement shall be made in one payment at execution of this Agreement.

SECTION 3. TERM: This Agreement shall commence upon its execution by both Parties and reimbursement shall occur at that time. Upon payment of the incentive set forth in Paragraph 2, the City shall have satisfied its obligations under this Agreement.

SECTION 4. NOTICES: Any written notices or requests required under the terms of this agreement shall be given to the following:

CITY:

City of Owensboro
Attention: City Manager
P. O. Box 10003
101 East 4th Street
Owensboro, Kentucky 42302-9003

OWNERS: Justin Camacho and Kasey Dupont
45 Booth Field Road
Owensboro, KY 42301

SECTION 5. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, and neither Party shall have any further liability to the other, if Subject Property described herein is not incorporated into the City by the Owensboro Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, the Subject Property is de-annexed at any time.

SECTION 6. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations, whether oral or written, by any employee, officer, or representative of either Party hereto. There are no promises, representations, covenants, undertakings, restrictions, or

conditions, other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be transferred or assigned at any time by Owners without the express written consent of the City.

SECTION 7. SEVERABILITY: The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason, other provisions herein may be invalid or unenforceable, in whole or in part. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, a court may interpret, construe, rewrite or revise such provision, to the fullest extent allowed by law, so as to make it valid and enforceable consistent with the intent of the Parties. In the event a court of competent jurisdiction finally determines that any portion of this Agreement is invalid or unenforceable as written, neither Party shall have any liability to the other as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first hereinabove written.

CITY OF OWENSBORO:

By: _____
Thomas H. Watson, Mayor

ATTEST:

Beth Davis, City Clerk

OWNERS:

Justin Camacho

Kasey Dupont