

# **McCracken County Subdivision Regulations**



**Effective Date: May 23, 2016**

**McCracken County Subdivision Regulations**  
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**OCTOBER 2015**  
**SUBDIVISION REGULATIONS**  
**MCCRACKEN COUNTY, KENTUCKY**

**ARTICLE I - PURPOSE, AUTHORITY AND JURISDICTION**

**Section 10. - Purpose**

Land Subdivision is the first step in the process of community development. Once land has been divided into streets, blocks, lots, and open spaces, a pattern has been established which usually determines how well the county needs for residence, business, and industry will be met. It also determines to a great extent how well it will be able to meet the demand for home sites and how efficiently and economically it will be able to provide the many services demanded of it.

After land has been subdivided and publicly recorded, it is costly and difficult to correct defects and deficiencies in the subdivision layout and in the facilities provided. In addition, a subdivided area sooner or later becomes a public responsibility in that roads and streets must be maintained and various public services customary to urban areas must be provided. The welfare of the entire county is thereby affected in many important respects. The guidance of land development in harmony with county objectives is, therefore, a matter of serious public concern and it is in the interest of the public, the developer, and the future owners that subdivisions be conceived, designed, and developed in accordance with sound rules and proper standards.

These Subdivision Regulations, certified copies of which are filed in the office of the County Clerk of McCracken County, Kentucky, are designed to provide for the harmonious development of the subdivided areas; for a coordinated layout; for the proper arrangement of streets; for adequate and convenient open spaces for traffic, utilities, recreation, light, air, and access of firefighting equipment; for avoidance of population congestion through requirements for minimum lot widths and lot areas; for adequate provision of water, drainage, sewer, and other sanitary facilities; and for reducing flood damage potentials to the greatest extent possible.

**Section 11. - Authority and Administrative Agency**

These Subdivision Regulations were prepared and adopted by the McCracken County Planning Commission pursuant to the authority of Chapter 100, of the Kentucky Revised Statutes. They shall be administered by the McCracken County Planning Commission. The McCracken County Planning Commission, established in accordance with Kentucky Revised Statutes, Chapter 100, has fulfilled the requirements set forth in the applicable sections of the KRS as pre-requisite for the adoption of such regulations. The Planning Commission shall assume all powers and duties of a Board of Adjustment. (KRS 100.202)

## **Section 12. - Area of Jurisdiction**

The McCracken County Planning Commission, through these Subdivision Regulations shall have jurisdiction and control over the subdivision of all land within the unincorporated area of McCracken County.

## **ARTICLE II. DEFINITIONS**

### **Section 20. - Purpose**

The purpose of this Article is to define certain words and phrases commonly used in subdivision development. The words and terms expressed in the present tense include the future tense. Singular words and phrases include the plural. The word "may" is permissive, while "shall" and "will" are mandatory.

### **Section 21. - Definitions**

The following words and/or phrases as used herein shall be defined and interpreted as follows:

21.10 – Developer - A developer is an individual, partnership, corporation, or other legal entity or agent thereof, which undertakes the activities covered by these regulations. The term "developer" includes sub-divider, owner or builder.

21.11 – Improvements - Improvements are physical changes made to land, including structures placed on or under the land surface, in order to make the land more usable for man's activities. Typical improvements in these regulations include grading, street paving, curbs, gutters, drainage ditches, storm and sanitary sewers, utility lines of all types, street name signs and property number signs.

21.12 – Lot - A lot is a portion of a subdivision plan or the basic unit thereof, intended for transfer of ownership or for building development.

21.13 – Streets - Streets shall mean a way set aside for vehicular traffic, regardless of size or designation, but excluding private driveways serving only one parcel of land.

- A. Arterial Streets and highways are those designed or utilized primarily for high vehicular speeds or for heavy volumes of traffic.
- B. Collector Streets are those, which carry or will carry intermediate volumes of traffic from minor streets to arterial streets.
- C. Minor Streets are those, which are used or will be used primarily for access to abutting properties and which carry or will carry limited volumes of traffic.
  - 1. Marginal Access Streets are minor streets which are parallel and adjacent to arterial streets and highways, and which serve to reduce the number of access points to the arterial streets and thereby increase traffic safety.

2. Alleys are minor ways which are used primarily for vehicular service access to the backs or to the sides of properties which otherwise abut on streets.

21.14 – Structure means anything constructed or made, the use of which requires permanent location in or on the ground or attachment to something having a permanent location in or on the ground, including buildings and signs.

21.15 - Housing Unit -A housing unit is a house, an apartment, a group of rooms, or a single room occupied as separate living quarters. Separate living quarters are those -

- (1) in which the occupants live and eat separately from other persons in the building,
- (2) which have direct access from outside of the building or through a common hall.

A. Single-Family houses, Detached - includes all detached single-family houses.

B. Single-Family houses, Attached - includes all attached single-family houses where:

- a. each unit is separated from adjoining units by a wall that extends from ground to roof,
- b. no unit is above or below another unit,
- c. each unit has separate heating systems, and
- d. each unit has separate utility meters.

21.16 – Subdivision means the division of land into two (2) or more lots or parcels for the purpose, whether immediate or future sale, lease of building, development, or if a new street is involved, any division of a parcel of land, providing that a division of land for agricultural use and not involving a new street shall not be deemed to be a subdivision. The term "subdivision" includes re-subdivision and when appropriate to the context, shall relate to the process of subdivision or to the land subdivided; any division or re-division of land into parcels less than one (1) acre occurring within twelve (12) months following a division of the same land shall be deemed a subdivision.

21.17 – Agricultural Use means the use of a tract of at least five (5) contiguous acres for the production of agricultural or horticultural crops, including but not limited to livestock, livestock products, poultry, poultry products, grain, hay pastures, soybeans, tobacco, timber, orchard fruits, vegetables, flowers or ornamental plants, including provision for dwellings for persons and their families who are engaged in the above agricultural use on the tract, but not including residential building development for sale or lease to the public. (KRS 100.111-2)

21.18 - Town House - A single family dwelling constructed as part of a series of dwellings, all of which are ether attached to the adjacent building and/or buildings by party walls or are located immediately adjacent thereto with no visible separation between walls or roof; all of which dwellings may be located on individual and separate lots if individually

owned, or upon a single lot if under common ownership. The construction of a town house structure across an existing lot line shall not be deemed to abrogate that line.

21.19 - Town House Structure - A building consisting of two (2) or more non-communicating attached one-family units placed side by side, having a common wall between each adjacent dwelling unit.

21.20 - Blank

21.21 - County Planner – The Judge Executive shall appoint administrative personnel to administer the provisions of this ordinance.

## **ARTICLE III. ADMINISTRATIVE PROCEDURES**

### **Section 30. Advisory Meeting with Planning Commission**

Before preparing a Preliminary Plat and submitting it to the Planning Commission for approval, the sub-divider should meet and consult informally with the Planning Commission or the County Planner for the purpose of ascertaining the locations of proposed major streets, parks, playgrounds, school sites and other planned projects which may affect the property being considered for subdivision.

At this meeting, the sub-divider should review with the Planning Commission or County Planner, the minimum standard of subdivision design set forth in Article IV. This informal review should prevent unnecessary and costly revisions in the layout and development of the subdivision.

Formal application or filing of a plat with the Planning Commission or the County Planner is not required for this informal advisory meeting.

### **Section 31. Preliminary Plat Approval**

After meeting informally with the Planning Commission or the County Planner, the sub-divider shall prepare a Preliminary Plat prior to the making of any street improvements or the installation of any utilities.

31.10 - Preliminary Plat Data

The Preliminary Plat shall meet the standard of design as set forth in Article IV and shall show the following information:

- a. Scale of one hundred (100) feet to one (1) inch or larger.
- b. Name of subdivision, names and addresses of the owners, the land surveyor, source of title and the owners of adjacent property.
- c. Date, approximate north point, and graphic scale.
- d. Total acreage of land to be subdivided.



- e. Boundary lines of area to be subdivided and their bearings and distances and locations to nearest existing intersecting street.
- f. Existing and proposed easements and their locations, widths and distances.
- g. Streets on and adjacent to the tracts and their names, widths, and other dimensions may be required.
- h. Utilities on and adjacent to the tract showing proposed connections to existing utility systems. Rear easements for utility poles and wires shall be required wherever possible.
- i. A vicinity or key map, scale not smaller than 1" = 2000' showing physical development, corporate lines and any other adjacent public or private uses such as buildings or structures with distances to perimeter of lot line of plat.
- j. Purpose and intent of the subdivision such as for residential, commercial, industrial purposes.
- k. Contours at an interval of not greater than five (5) feet. USGS Quadrangles may be used as a base.
- l. Flood Areas as determined by Federal Emergency Management Act (FEMA) and classification, as per FEMA codes.
- m. Location, size, direction of flow of storm and sanitary drainage structures and systems.
- n. Location and size of water lines.
- o. Lot lines and lot numbers.
- p. Sites and their acreages, if any, to be reserved or dedicated for parks, playgrounds, schools, or other public uses. Sites, if any, for semi-public, commercial or multi-family uses.
- q. Minimum building setback lines.
- r. Copies of proposed deed restrictions, if any, shall be attached to the Preliminary Plat.
- s. Profiles of proposed grade lines of all streets and improvements, if required by the Commission.
- t. Plats shall be submitted no larger than twenty-four (24) by thirty-six (36) inches in size.

#### 31.11 - Procedure

- a. Two (2) copies of the Preliminary Plat and supplementary materials specified shall be submitted to the County Planner of the Planning Commission with an application

for preparatory review by the County Planner at least ten (10) days (excluding Saturdays, Sundays and Holidays) prior to the Planning Commission meeting.

- b. Ten (10) copies of the corrected Preliminary Plat and supplementary materials specified shall be submitted for conditional approval to the County Planner at least (4) days prior to the Planning Commission meeting (excluding Saturday, Sundays and Holidays).
- c. The County Planner shall notify the sub-divider of the time and place of the hearing not less than five (5) days before the date fixed for the hearing. Similar notice shall be given the owners of the land immediately adjoining the area proposed to be platted as shown on the proposed subdivision.
- d. The Planning Commission shall approve, disapprove or approve subject to modification. If a plat is disapproved, reasons for such disapproval will be stated in writing. If approved subject to modifications, the nature of the required modifications shall be indicated in writing. The action of the Planning Commission shall be noted on two (2) copies of the Preliminary Plat with any notations made at the time of approval or disapproval of the specific changes required. One returned to the sub-divider and the other retained by the Planning Commission.
- e. Approval of the Preliminary Plat shall not constitute acceptance of the Final Plat. The approval of the Preliminary Plat shall lapse unless a Final Plat based thereon is submitted within one (1) year from the date of such approval. An extension of time may be applied for by the sub-divider and granted by the Planning Commission.

#### 31.12 - Subdivision of a Portion of a Larger Tract

Whenever a part of a tract is proposed to be subdivided and it is intended that additional parts of the tract be subdivided in the future, a sketch plan for the entire tract shall be submitted to the Planning Commission at the same time the Preliminary Plat for the first part of the tract to be platted is submitted.

### **Section 32. Final Plat Approval**

The Final Plat shall conform substantially to the Preliminary Plat as approved, and it may constitute only a portion of the Preliminary Plat which the sub-divider proposes to record and develop.

#### 32.10 - Final Plat Data

The Final Plat shall give the following information:

- a. The plat shall be at a scale of one hundred (100) feet to one (1) inch or larger.
- b. Date, title, name and location of subdivision, graphic scale, and true north line.
- c. All dimensions, angles, bearings, and similar data on the plat shall be tied to primary control points. Locations and descriptions of said control points shall be given.

- d. Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sides with accurate dimensions to the nearest one hundredth of a foot; bearings or deflection angles, radii, arcs and central angles of all curves with dimensions to the nearest minute. The subdivision shall be tied to the center line of the nearest street intersection, monument or permanent physical boundary.
- e. Name and right-of-way width of each street, easement or other right-of-way.
- f. Lot numbers, lot lines and lot areas.
- g. Purpose for which sites, other than residential lots, are dedicated or reserved.
- h. Minimum structure set back lines.
- i. Location and description of existing and set monuments.
- j. Names and locations of adjoining subdivisions and streets, the location of adjoining unplatted properties, and the names and addresses of the owners of adjoining unplatted properties.
- k. Notarized on plat of title showing that the applicant(s) are all the property owner(s) and a statement by such owner(s) dedicating streets, easements, rights-of-way and any other sites for public use.( Form 1)
- l. Certification on plat by land surveyor as to the accuracy of survey and plat (Appendix 2 - Form 2).
- m. Certification by the Planning Commission when individual sewage disposal or water systems are to be installed (Form 1).
- n. Certification that the developer has complied with one of the following requirements:

**ORDINANCE NO. 2015-6**

- (1) Developers funded by financial institutions shall be required to execute the following documents in the precise form authorized by the McCracken County Planning Commission and the McCracken County Fiscal Court:
  - i. The McCracken County Subdivision public Improvements Completion Agreement. See Appendix “A”
  - ii. The McCracken County Subdivision Letter of Credit Agreement. See Appendix “B”
  - iii. The McCracken County Irrevocable Stand-by Letter of Credit. See Appendix “C”.

(2) Developers that elect to use their own self-provided funding and not relying on funding of a financial institution shall be required to execute the following documents in the precise form authorized by the McCracken County Planning and the McCracken County Fiscal Court:

- i. The McCracken County Subdivision Public Improvements Completion Agreement. See Appendix "A"
- ii. The McCracken County Application for Self-funded Bond Guarantee. See Appendix "D"
- iii. The McCracken County Self-funded Bond Guarantee. See Appendix "E".

### 32.11 - Procedure

Submission of a Final Plat shall follow the same procedure as for a Preliminary Plat:

- a. Two (2) copies for preparatory review by the County Planner submitted ten (10) days (excluding Saturdays, Sundays, and Holidays) preceding the Planning Commission meeting.
- b. Ten (10) copies of corrected plat (submitted four (4) days (excluding Saturdays, Sundays, and holidays) preceding meeting.
- c. Four (4) copies after approval of final plat, if no corrections are made (or eight (8) copies if corrections are made).
- d. Approval by the Planning Commission shall not constitute acceptance by the public of the dedication of any street, public way or ground.
- e. When the Final Plat has been approved by the McCracken County Fiscal Court and certified thereon, one (1) copy shall be returned to the sub-divider for filing with the County Clerk as an official plat of record.

### 32.12 - Required Improvements Prerequisite to Final Approval

A perfectly prepared and recorded subdivision or plat means little to a prospective lot purchaser until he can see actual physical transformation of raw acreage into lots suitable for building purposes and human habitation. Improvements by the sub-divider spare the community a potential tax liability. The following tangible improvements are required to be installed by the developer before Final Plat approval in order to assure the physical reality of a subdivision which approval and recording will establish legally.

#### A. Monuments - Type

1. Concrete monuments at least thirty-six (36) inches in length and (4) inches in diameter or four (4) inches square with a copper dowel or center marked shall be set at all corners on the plat.

2. Iron Pin or wrought or galvanized iron pipe monuments not less than three-fourths (3/4) inch in diameter and not less than twenty-four (24) inches in length shall be set at all lot corners not marked by concrete monuments.

B. Concrete Monuments - Location

1. Monuments shall be placed so that the scored or marked point shall coincide exactly with the intersection of the lot or property line at that point and shall be set so that the top of the monument is level with the surface of the surrounding ground.
2. At the intersection of all angles in the boundary line of the survey.
3. At the intersection of street property lines.
4. At the beginning and ending of all curves where streets and alleys are so surveyed.
5. At all angles in property lines of street and alleys.

C. Streets

1. Grading Specifications:

All Streets, roads, and alleys shall be graded and prepared according to applicable County and State regulations to their full widths by the sub-divider so that pavements and sidewalks can be constructed on the same level plane. Deviation from this standard due to special topographical conditions will be allowed only with the special approval of the Planning Commission. Center line grades shall be established and staked by the sub-divider.

2. Minimum Pavement Widths:

Pavement widths shall be measured between curbs, and minimum pavement widths to be provided are:

Collector	22 feet
Minor Streets	20 feet
Marginal Access Streets	20 feet
Alleys, industrial and commercial	18 feet

3. Construction of Streets:

The sub-divider shall provide streets which shall be designed to carry the expected traffic loads and which shall conform with the standards established by the McCracken County Fiscal Court as set up by the Planning Commission.

4. Curbs and Gutters:

The sub-divider shall provide curbs and gutters. Curbs shall not be less than six (6) inches in height and shall be constructed of Portland cement concrete or bituminous concrete. Back-fill shall be higher than the curb and shall slope toward the curb in order to insure that surface water drains into the storm system.

The Planning Commission may waive the requirements for curbs and gutters if they are not deemed necessary for the proper drainage of storm water or in cases where all lots have a width of one hundred (100) feet or more.

#### 5. Sidewalks:

For the safety of pedestrians in residential and commercial subdivisions, the sub-divider shall build Portland cement concrete sidewalks on both sides of the street to meet the following specifications:

- (a) Single-Family or Duplex Housing Development:  
Four (4) feet wide and four (4) inches thick.
- (b) Multi-Family or Group Housing Development:  
Five (5) feet wide and four (4) inches thick.
- (c) Commercial Development:  
Twelve (12) feet wide and four (4) inches thick.

The Commission may waive construction of sidewalks.

#### D. Utilities and Drainage Facilities

##### 1. General Requirements for Installation of Utilities:

Utilities shall be provided in rear lot easements wherever possible. When it is necessary to install utilities in street rights-of-way, the following requirements shall apply:

After grading is completed and approved and before any pavement base is applied, all of the in-street underground work -- water mains, gas mains, etc., and all service connections - shall be completely installed and approved throughout the length of the street and across the flat section. Where the utility mains are outside the pavement area, the sub-divider may be allowed to omit the installation of service connections provided that at such time as these connections are needed, they may be jacked across the street without breaking or weakening the existing pavement. Where the rock is known to exist beneath the pavement area and at such depth as to interfere with the jacking of service connections, the Planning Commission shall require the complete installation of service connections before any base is applied. In cases where underground utilities must be provided within the right-of-way of streets, they shall not be installed under the paved portions of such streets.

##### 2. Water Supply System:

Where, in the opinion of the Planning Commission, the public water supply is reasonably accessible or available to the proposed subdivision, the sub-divider shall construct a complete water distribution system which shall adequately serve all lots and which shall include appropriately spaced fire hydrants, and this system shall be properly connected

with the public water supply. Where a public water supply is not within a reasonable distance or otherwise available, the sub-divider shall normally be required to construct a similar water distribution system and connect it with an alternate supply approved by the Planning Commission.

3. Sanitary Sewers:

Where, in the opinion on the Planning Commission, the public sanitary sewer system is reasonably accessible or available to the proposed subdivision, the sub-divider shall construct a subdivision sewer system to adequately serve all lots and connect the subdivision system to the public system after the County or other appropriate sewer agency official has approved the size of the lines. Where lots cannot be served by the extension of an existing public sanitary sewer, the sub-divider shall obtain approval of lot sizes for individual septic tanks and disposal fields from the Planning Commission.

E. Street Name Signs

The Planning Commission shall require the installation of durable street name signs at all intersections. Streets signs shall meet all MUTCD manual requirements.

1. Lettering shall be at least four (4) inches high
2. Sign shall be reflectorize or illuminated
3. Letters shall be white with a green background
4. In Residential areas at least two (2) street name sign posts with double mount shall be mounted at each intersection. All street signage must be approved by the County Road Supervisor.

F. Completion of Improvements Prior to Approval of the Final Plat

No final subdivision plat shall be approved by the Planning Commission or accepted for record by the County Clerk until the required improvements listed above are constructed in a satisfactory manner and approved by the appropriate official. In lieu of such prior construction, the Fiscal Court may accept a security bond, or certified check, or irrevocable letter of credit to the County in an amount equal to the estimated cost of installation of the required improvements whereby the improvements may be made and utilities installed without cost to the County in the event of default on the part of the sub-divider. The bond or check shall be subject to the conditions that the improvements will be completed within two (2) years after approval of the Final Subdivision Plat.

**Section 33. Variances**

33.10 - Exceptional Conditions

The Planning Commission may grant a variance to these regulations where by reason of the unusual shape of a specific piece of property, or where by reason of exceptional topographical conditions, the strict application of these regulations would result in extreme

practical difficulties and undue hardship upon the owner of such property; provided, however, that such relief may be granted without detriment to the public good and without substantially impairing the modifications, the Planning Commission may require such conditions as will substantially secure the objectives of the standards or requirements so varied or modified. Financial disadvantage to the property owner is not proof of hardship within the purpose of these regulations.

### 33.11 - Group Housing, Planned Unit Developments, Office and Business Complex Developments

Comprehensive group housing, office and business developments, together with necessary drives and ways of access, including drives and ways of access privately maintained but dedicated for public use may be approved by the Planning Commission although the design of the project does not include standard street, lot, and subdivision arrangements, provided that departure from the standards of these regulations can be made without destroying their intent. If the drives and ways of access are to be privately maintained, the plat of the subdivision shall specifically indicate that said drives and ways are dedicated for public use and that they will be developed and maintained at the expense of the owners; and that any owner of a lot in the subdivision shall have the right to enforce the development or maintenance of said drives and ways by proceeding in law or in equity against all other owners of lots in the subdivision.

### 33.12 - Procedural Variance

Where a proposed subdivision would contain no new streets and no more than five (5) lots, the procedure of preparing a preliminary plat may be waived by the Planning Commission.

### **Waiver of Subdivision Plats and Surveys Qualifying for a Procedural Variance**

- A. Plats of property containing 100 acres or less shall be drawn to a scale of no less than one (1) inch per one hundred (100) feet. Over 100 acres plats may be drawn to a scale of more than one (1) inch per one hundred (100) feet to keep the drawing on the maximum sheet size of twenty-four (24) inches by thirty-six (36) inches provided clarity is not sacrificed. Multiple sheets may be used if deemed necessary to portray vital and accurate information clearly. Smaller parcels should be drawn to a maximum scale to accommodate the sheet size being used and half sized sheets of eighteen (18) inches by twenty-four (24) inches may be used in these instances. Minimum size of script used on these plats shall be one-tenth (1/10) of an inch in height for both upper and lower case letters and numerals.
- B. Name and street addresses of the owners / applicants, as available from the McCracken County Property Valuation Office, of the property to be subdivided, and legal source of title to the subject property shall be shown on the plat. Owners of record of all property abutting the subject sites and the legal source of title to those properties will be indicated on the plat. Name, address, and phone number of the Professional Land Surveyor responsible for the field survey and plat preparation shall be indicated on the plat.



- C. Date field survey made, date plat prepared, north arrow and basis of same and any bearings shown by the plat will be indicated on the face of the plat. Provide a brief statement on the face of the plat as to the Intent of the Drawing to identify the specific lines being created and/or abolished by the plat along with easements and other dedications that are being granted by the drawing.
- D. Area of each lot or parcel of land indicated by the plat shall be shown in square feet and the acreage equivalent, accurate to two (2) decimal places, shall also be indicated.
- E. Boundary lines, lot parcel numbers or designations of the various properties shown on the plat, bearings and/or angular relationships, line lengths and curve data, if appropriate, shall be shown along with the distance from the subject property to the nearest existing intersecting street or roadway. Also, the distance and bearing or angle from one new division line and/or corner created by the plat to a boundary line corner of the parent property from which the tracts or lots are subdivided shall be indicated or shown.
- F. All existing or proposed easements crossing the subject property or properties shall be shown along with their locations, widths and distances, etc., along with a notation for each easement indicating if the easement is being dedicated by the plat or is existing by prior dedication. If easements presently exist, note their source of dedication such as a prior plat or recorded legal document. If record source of easement or easements are not known or unobtainable, add a note to indicate such.
- G. Show all streets or roadways on or adjacent to subject tracts or lots along with their names, widths and any other pertinent information, dimensions, etc.
- H. Vicinity or key map at a scale not smaller than one inch (1) per two thousand feet (2,000) with the scale of the map indicated with a north arrow and any major adjacent physical development and corporate boundary lines.
- I. All existing primary buildings, accessory buildings or structures and major improvements on the subdivided tracts or lots, including those that may be on the parent property if the buildings or improvements are in close proximity to the newly established boundary lines, shall be shown on the plat. Also, indicate the distance from these buildings, structures, or improvements to the nearest relevant boundary lines.
- J. Present zoning designation of the subdivided property, the parent tract, in the case of residual acreage, and all adjacent property shall be indicated on the plat. The minimum building set-back line or minimum yard line dimensions for the subject property and its parent tract for the various uses indicated by the most current regulations of the McCracken County Zoning Ordinance shall also be shown and/or noted on the plat.
- K. Flood areas as indicated by Flood Boundary Maps published by the Federal Emergency Management Agency (FEMA) with the flood classifications shown by those maps shall be shown on the plat.

- L. Notation that the subject properties are served by a public water supply system and/or a public sanitary sewer system if said properties are so served. If the properties are not served by such systems, notation relative to this fact shall be shown on the plat.
- M. Sites and their acreages, if any, to be reserved or dedicated for parks, playgrounds, schools, or other public uses shall be shown and noted on the plat. Sites, if any, reserved for semi-public, commercial, or multifamily uses should also be shown and noted on the plat.
- N. In the event it becomes necessary to close and vacate any public utility easement and/or private roadway easement, Professional Land Surveyor shall obtain the approval of all utility agencies and/or grantees of said easements, as the case may be, as will be indicated by an executed certificate on the plat signed by the utility company representatives and/or grantees of said easements.
- O. Proposed or existing property restrictions or covenants shall be shown on the plat or in a form suitable for recording in the McCracken County Clerk's Office. If restrictions or covenants other than those contained in the McCracken County Zoning Ordinance exist, the place of recording of those restrictions and covenants should be shown by the plat.
- P. Plats shall be submitted on sheet sizes no larger than twenty-four inches (24) by thirty-six inches (36) in size.
- Q. In the case of any residual acreage of any parent tract of land after the proposed lots or tracts of land are deducted there from, Professional Land Surveyor shall show or indicate on the plat that the residual property will still be in compliance with the McCracken County Zoning Ordinance with respect to the remaining area and any other pertinent dimensions required as stated by said ordinance for the particular zoning category of the property. When the property to be subdivided contains three acres (3) or less, the entire boundary line of the tract of land shall be surveyed, monumented, and shown on the plat even though all of the tract of land may not be the subject of the lot or lots and parcels being subdivided by the plat. In the event there are several separate tracts or parcels of land described within the deed or legal document to the property being subdivided, the Professional Land Surveyor shall indicate which of the tract or tracts the subject property is being subdivided and that the residual acreage, if any, from said tract or tracts will still be in compliance with the aforesaid Zoning Ordinance with respect to area and any other pertinent dimensions stated by said Ordinance. Additionally, it is suggested that the Professional Land Surveyor consult with his client's legal representative or other entity to determine if the entire tract or parcel of land from which the subject property is being subdivided should be surveyed and plated in order to avoid a conflict with Chapter 100 of the Kentucky Revised Statutes.
- R. All plats shall meet or exceed the "Minimum Standards of Practice for Land Surveys in Kentucky" (latest revision) as indicated by 201 KAR 18:150 as mandated by the Board of Licensure for Professional Engineers and Land Surveyors. In the case of a conflict between these regulations for Waiver of Subdivision Plats and any other ordinance,

regulation or standard of practice, the most stringent provision relative to the particular conflict will control and prevail.

- S. All plats shall contain the necessary and pertinent certifications and certificates as outlined by the latest revision of the McCracken County Subdivision Regulations and the aforesaid "Minimum Standards of Practice for Land Surveys in Kentucky".
- T. Show the location of buried septic facilities, if known and if not known as to location, place a note on plats that buried facilities do exist locations are unknown. If the buried facilities are known as to location and if it is appropriate, an easement for the facility should be shown and described on plats if the facilities are to be left in place and the facilities would affect title to newly subdivided lots.
- U. Two (2) plat copies required for record in the County Court Clerk's Office shall be signed by the property owner and/ or applicant prior to approval signatures by the Planning and Zoning Commission Chair and County Judge Executive's execution. Exceptions to this requirement may be made on a case-by-case basis depending upon circumstances that have caused the property owner and/ or applicant's failure to sign the plat or plats. Copies of the plat submitted for consideration and approval may be filed without the property owner and / or applicant's signature.
- V. Statement to be added on the face of the plat: **"NO REVISIONS OR MODIFICATIONS ARE TO BE MADE TO PLATS SIGNED BY CHAIRMAN OR JUDGE EXECUTIVE WITHOUT APPROVAL FROM CHAIRMAN OR JUDGE EXECUTIVE"**
- W. Sections 20.00, all of section 21.00, sections 31.12, 32.12 (a), (b), 33.10, 33.11, 33.13, 40.10, 40.11, 41.13(a), 43.10, 43.11, 43.12, 43.14, 44.00, 45.10, 47.00, 48.00, 49.00, 60.10, 61.00, 62.00, and 63.00 of the McCracken County Subdivision Regulations shall also be applicable to the Waiver of Subdivision Plats and Surveys.

The plat shall meet all other regulations if and when adopted. After the Planning Commission's approval, the County Judge Executive or Designee shall approve the plat for recording in the office of the County Court Clerk.

### 33.13 - Public Utilities Variance

Variances in lot size and access easements for service roads may be granted when the subdivision or property is for the purpose of creating a lot or parcel of land to be owned or leased and maintained by a public utility to provide electric, water, sanitation, gas, telephone, cable television service, or telecommunications service to the general public, provided however, that no private sanitary disposal system (septic tank & field) shall be installed on any substandard lot (less than one (1) acre in area). The Planning Commission may waive lot size when alternate methods of sanitary sewage are proposed.

## **ARTICLE IV. GENERAL REQUIREMENTS AND MINIMUM STANDARDS OF DESIGN**

### **Section 40. Suitability of Land for Subdivision Development**

#### 40.10 – Land proposed to be subdivided is unsuitable for subdivision development

If the Planning Commission finds that land proposed to be subdivided is unsuitable for subdivision development due to flooding, bad drainage, steep slopes, rock formation, and other such conditions as may increase the danger of health, life or property or aggravate erosion or flood hazards; and if from adequate investigations, conducted by all the public agencies concerned, it has been determined that in the best interest of the public, the land should not be platted and developed for the purpose proposed, the Planning Commission shall not approve the land for subdivision unless adequate methods are formulated by the sub-divider for meeting the problems that will be created by the development of the land.

#### 40.11 – Scattered or premature subdivision of land

The Planning Commission may refuse to approve what it considers to be scattered or premature subdivision of land which would involve danger or injury to the public health, safety, welfare, or prosperity by reason of lack of adequate water supply, schools, proper drainage, good roads and transportation facilities or other public services; or which would necessitate an excessive expenditure of public funds for the supply of such services.

### **Section 41. Streets**

#### 41.10 - Conformity to the Major Street (Thoroughfare Plan)

The widths and locations of all streets in a proposed subdivision will conform to the McCracken County Major Street Plan.

#### 41.11 - Street Extensions

- a. The street layout of the proposed subdivision shall provide for the continuation or projection of streets already existing in areas adjacent to the area being subdivided unless the Planning Commission deems such continuation or extension undesirable for specific reasons of topography or design.
- b. Where, in the opinion of the Planning Commission, it is desirable to provide street access to adjoining properties, proposed streets shall be extended by dedication to the boundaries of such properties. Where the Planning Commission deems it necessary, such dead-end streets shall be provided with a temporary turn-around having a radius of at least fifty (50) feet.
- c. The street system for the proposed subdivision shall provide for extending existing streets at the same or greater width, but in no case shall a street extension be of less width than the minimum width required in these regulations for a street in its category.

41.12 - Dedication of Right-of-Way for New Streets

- a. The dedication of right-of-way for new streets measured from lot line to lot line shall be as shown on the McCracken County Major Street Plan, or if not shown thereon, shall meet the following standards:

<u>Street Type</u>	<u>Minimum Dedicated Right-of-Way Width</u>
Arterial Streets	60 feet*
Collector Streets	60 feet
Minor Streets	50 feet
Marginal Access Streets	30 feet
Alleys	30 feet

- b. All points of access shall be as approved by the Planning Commission. Marginal access streets may be required by the Planning Commission for subdivisions fronting on arterial streets.
- c. The Planning Commission may waive rights-of-way requirements for cul-de-sacs or other non-thru roadways.

\*The McCracken County Major Street Plan may indicate greater right-of-way widths for certain arterial streets, but in no case shall the sub-divider be required to dedicate a right-of-way width of more than sixty (60) feet for any one street.

- d. Through proposed business areas, street widths shall be increased ten (10) feet on each side if needed to provide parking without interfering with normal traffic movement.
- e. In cases where topography or other physical conditions make a street of the required minimum width impractical the Planning Commission may modify these requirements.

41.13 - Dedication of Right-of-Way for Existing Streets

Subdivisions platted along existing streets shall dedicate additional right-of-way if necessary to meet the minimum street width requirements set forth in Section 41.12 of the Article.

- a. The entire minimum right-of-way width shall be dedicated where the subdivision is on both sides of an existing street. When the subdivision is located on only one side of an existing street, one-half (1/2) of the right-of-way width, measured from the center line of the existing roadway, shall be dedicated.
- b. Dedication of one-half (1/2) of the right-of-way for proposed streets along the boundaries of land proposed for subdivisions shall be prohibited.

41.14 - Intersections

- a. Streets shall intersect as nearly as possible at right angles.
- b. Street curb intersections shall be rounded by radii of at least twenty (20) feet. When the smallest angle of street intersection is less than sixty (60) degrees, the Planning Commission shall require curb radii of greater length.
- c. No lot or other parcel of land which abuts on and has access to either a collector or minor street shall have a service drive, curb cut, or other means of access to an arterial street within seventy-five (75) feet of the right-of-way of any street which intersects such arterial street on the side on which such lot or parcel is located. These seventy-five (75) feet requirements can be reduced to fifty (50) feet on collector streets and twenty-five (25) feet on minor streets.

41.15 - Curves in Streets -- Horizontal and Vertical

- a. A tangent at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets.
- b. Where there is a deflection angle of more than ten (10) degrees in the alignment of a street, a curve with a radius adequate to insure safe sight distance shall be made. The minimum radii shall be:

<u>Street Type</u>	<u>Minimum Curve Radius</u>
Arterial	300 feet
Collector	300 feet
Minor	100 feet

- c. All changes in grade for streets shall be connected by a vertical curve of a minimum length necessary to provide adequate sight distance and other safety factors.

To calculate the minimum length for the curve connecting changes in grade:

- a. Calculate the algebraic difference in grades.
- b. Multiply by the appropriate value.

Values for crest curve	Collector Streets	50
	Minor Streets	28
Values for sag curve	Collector Streets	50
	Minor Streets	35

41.16 - Street Grades and Elevations

- a. Street grades shall conform to the following:

<u>Street Type</u>	<u>Percent Grade</u>	
	<u>Allowable Maximum</u>	<u>Desirable Maximum</u>
Arterial	5	4
Collector	7	5
Minor	12	8

- b. All Streets shall be designed so as to provide for the discharge of surface water from the pavement and from the right-of-way by grading and drainage. For adequate drainage, the minimum street grade shall not be less than one-half (1/2) of one (1) percent. Minimal grade of ditches shall be one-half (1/2) of one (1) percent and minimum grade of curbs and gutters shall be one-third (1/3) of one (1) percent.
- c. The Planning Commission shall not approve streets which will be subject to inundation or flooding. All streets must be located at elevations which will make them flood-free in order that portions of the subdivision will not be isolated by floods. Where flood conditions exist, the Planning Commission shall require profiles and elevations of streets in order to determine the advisability of permitting the proposed subdivision activity.
- d. Fill may be used in area subject to flooding in order to provide flood-free streets if such fill does not unduly increase flood heights. Drainage openings shall be designed so as not to restrict the flow of water and thereby unduly increase flood heights.

41.17 - Marginal Access Streets

Where the proposed subdivision abuts upon or contains an existing or proposed arterial street or highway on which traffic volumes and vehicular speeds warrant special safety considerations, the Planning Commission may require that marginal access streets be provided in order that no lots will front on such existing or proposed arterial street or highway.

41.18 - Street Jogs

Street jogs with center line offsets of less than one hundred and twenty five (125) feet shall not be made.

41.19 - Dead-End Streets (Cul-de-sacs)

Minor terminal or dead-end streets or courts which are designed so as to have one end permanently closed shall not be longer than five hundred (500) feet and shall be provided at the closed end with a turn-around having a radius at the outside of the right-of-way of a least fifty (50) feet. The paved area of the cul-de-sac shall have a minimum radius of no less than thirty-five (35) feet.

41.20 - Street Names

- a. Proposed streets which are obviously in alignment with other already existing and named streets shall bear the names of such existing streets.
- b. The name of a proposed street, which is not in alignment with an existing street shall not duplicate the name of any existing street within McCracken County, regardless of the use of the suffix or prefix street, avenue, boulevard, drive, place, court, lane, road, pike, highway, parkway or similar suffix or prefix.
- c. Before final plat approval, the names of streets shall be approved by the McCracken County Planning Commission.

#### 41.21 - Private Streets and Reserve Strips

- a. There shall be no private streets platted within a subdivision, except as stated in Section 33.11.
- b. There shall be no reserve strips in a subdivision except where their control is vested in the County, maintained by the developer or a neighborhood corporation and under conditions approved by the Planning Commission and as authorized in these regulations.

#### 41.22 - Alleys

Alleys shall be provided to give access to the rear of all lots used for business and industrial purposes. Alleys shall not be provided in residential blocks except in cases where the subdivider produces evidence of the need for alleys which is satisfactory to the Planning Commission.

#### 41.23 - Road Specifications

McCracken County Road Specifications adopted by Court Order Dated February 28, 2000. See Appendix H.

### **Section 42. Blocks**

#### 42.10 - Length

Block lengths shall not exceed twelve hundred (1200) feet or be less than four hundred (400) feet, except as the Planning Commission considers, necessary to secure efficient use of land or desired features of street layout.

#### 42.11 - Width

Blocks shall be wide enough to allow two (2) tiers of lots of minimum depth. However, where this would require lots to front on an arterial street or highway or where topographical conditions or the size of the property prevent two (2) tiers of lots, the Planning Commission may approve a single tier of lots of minimum depth.



**Section 43. Lots**

43.10 - Relationship to Streets

All lots shall front on a public street or road for a minimum distance of seventy-five (75) feet, except those lots which front on the turn-around of permanent dead-end streets shall front on such turn-arounds for a minimum distance of forty (40) feet; or when the portion of a lot is being used exclusively for access and meets the width requirements in section 43.10. (4). However, the Planning Commission may grant a variance to the requirements of this section when all of the following circumstances and conditions exist:

1. When only one (1) lot (or parcel of ground) is involved.
2. When the lot does not front on a public street or road.
3. When, because of the location of the lot, extreme practical and financial difficulties would place an undue hardship on the owner of the lot.
4. When ingress and egress to the proposed lot can be adequately and perpetually provided by a private access easement from a public highway or road; provided however, such a private access easement shall be a minimum width as listed below:

- 20' Wide – less than two (2) acres
- 30' Wide – less than three (3) acres
- 40' Wide – less than four (4) acres
- 50' Wide – 4 acres or larger

The private access easement shall extend from the front of the proposed lot to a public highway or road and said private access easement shall be maintained by the lot owner it is serving without any obligation on the County to maintain same.

43.11 - Arrangement

Each lot in a subdivision shall contain a building site free from the danger of flooding. Except where unfeasible, side lot lines shall be at right angles to straight street lines and radial to curved street lines.

43.12 - Dimensions

- a. Lot dimensions shall conform to the requirements of the McCracken County Subdivision and/or Planning Commission Regulations where applicable except that residential lots served by septic tanks and field lines shall be at least seventy-five (75) feet wide at the building set-back line and one (1) acre in area or the minimum lot width and area determined by the County Health Officer, whichever width and area is larger. Lots conveyed by deeds, executed prior to October 6, 1978, which are less than one (1) acre in area and which were in compliance with the minimum requirements of the Department of Health at the time of conveyance, may be

granted a variance and approved by the Planning Commission provided that said lots comply with all other regulations.

- b. Lot dimensions and minimum size shall follow the requirement of the McCracken County Zoning Ordinance. Minimum lot width shall be measured at the building setback line.
- c. Ratio of lot frontage to depth shall not exceed one to eight (1-8) without variance from the Planning Commission.

#### 43.13 – Blank

#### 43.14 - Corner Lots

Corner lots (lots which abut on two intersecting streets) shall comply with the front yard set-back provisions along the street upon which the building on the corner lot fronts. A ten (10) foot reduction in the front yard provision is allowed on the side facing the secondary street, provided such reduction does not result in a side yard of less than twenty (20) feet.

### **Section 44. Off Street Loading and Parking Facilities**

In commercial and industrial subdivisions and in the portions of residential subdivisions reserved for commercial or industrial uses, the lots or parcels platted for commercial or industrial sites shall be large enough to provide for off-street loading and unloading facilities and off-street parking facilities.

### **Section 45. Utility and Draining Easements**

#### 45.10 - Easements

Except where alleys are permitted for the purpose, the Planning Commission shall require easements at least twelve (12) feet in width centered along all rear lot lines for poles, wires, conduits, storm sewers, sanitary sewers, gas mains, water mains and other utility facilities. Where necessary or advisable in the opinion of the Planning Commission, similar easements shall be provided alongside lot lines or across lots.

If the Planning Commission deems it necessary for proper drainage within or through a subdivision, it shall require that a storm water easement or drainage right-of-way be provided and maintained by the developer or abutting property owners.

The Planning Commission shall require easements at least fifteen (15) feet in width parallel and adjacent to all road right of way for poles, wire conduits, storm sewers, gas mains, sanitary sewers, water mains, and other utility facilities.

Where necessary or advisable in the opinion of the planning commission, a similar easement shall be provided along parent tracts along with any necessary right-of-way dedications.

## **Section 46. Community Assets**

In all subdivisions, due regard shall be shown for natural features such as large trees, unusual rock formations, and water courses; for sites which have historical significance; and for similar assets which, if preserved, will add attractiveness and value to the subdivision and to the County. The Planning Commission may prepare a list of all such features within its area of subdivision jurisdiction which it deems worthy of preservation.

## **Section 47. Conformance with Zoning and Other Regulations**

No final plat of land within the area of force and effect of an existing zoning ordinance will be approved unless it conforms with such ordinance. Whenever there is a discrepancy between the minimum standards set forth in this regulation and those contained in the zoning ordinance or other official regulations, the highest standard shall apply.

## **Section 48. Public Open Space**

Where a school, neighborhood park, recreation area, or public access to water frontage which is shown on an official map or in a plan for future land use, made and adopted by the Planning Commission, is located in whole or in part in the applicant's proposed subdivision, the Planning Commission may require the dedication or reservation of such open space within the proposed subdivision for school, park, recreation, or other public purposes.

## **Section 49. Large Tracts or Parcels**

When land is divided into larger parcels than ordinary building lots, such parcels shall be arranged so as to allow for the opening of future streets and logical re-subdivision.

## **ARTICLE V. PUBLIC SAFETY POLICIES**

### **Section 50. Statement of Policy Concerning Curbside Mailbox Requirements.**

Ordinance 2015-7. See Appendix F.

### **Section 51 – Statement of Policy Concerning Culvert Installation and Replacement.**

Ordinance 2015-8. See Appendix G.

## **ARTICLE VI. ENFORCEMENT AND PENALTIES FOR VIOLATIONS**

### **Section 60. Enforcement**

#### 60.10 – Recording Requirements

No plat or plan of a subdivision of land located within the jurisdiction of the Planning Commission shall be admitted to the records of McCracken County or received or recorded by the County Court Clerk until said plat has received final approval in writing by the Planning Commission as provided in the KRS, Chapter 100. Admission to the records shall not be construed as approval.

## 60.11 – Utilities-Legal Status

No board, public officer or authority shall accept, layout, improve, or authorize utilities to be laid in any street within the territory for which the Planning Commission has adopted a Major Thoroughfare Plan unless the street has received the legal status of a public street prior to the adoption of the Major Street Plan, or unless the street is shown on a subdivision plat or a street plat which has been approved by the Planning Commission as provided in KRS, Chapter 100.

### **Section 61. Penalties**

#### 61.10 – Recording of Plats

Any County Clerk, who receives, files, or records a plat in violation of the provisions of these regulations, shall be fined no less than one hundred dollars (\$100) nor more than five hundred dollars (\$500) as provided in the KRS, Chapter 100.

#### 61.11 – Transfers of Property

Any person who transfers or negotiates to transfer any lot in a subdivision before the final plat of said subdivision has been approved by the Planning Commission and recorded in the County Clerk's office, or attempts the description of lands by metes and bounds in violation of these regulations, shall pay to the County of McCracken, a penalty of one hundred dollars (\$100) for each parcel of land so transferred as provided in KRS, Chapter 100.

The County may, by action in the Circuit Court, enjoin the transfers or agreement to transfer land as provided in KRS, Chapter 100.

### **Section 62. Fee Schedules**

#### **ORDINANCE 2015-3 & 2015-9**

2015 Fee Schedule for McCracken County Planning & Zoning  
Commission and Board of Adjustment - Zoning

APPLICATION	FEE	NO. OF PLAT COPIES TO SUBMIT
Preliminary Subdivision (Major) (Subdivision With Any Public Improvements). Public Improvements Include: Constructed Drainage, Streets, Curb, Gutters, Sidewalks; And Constructed Public Utilities.	\$400.00	10
Preliminary Subdivision Review Over 5 Lots (Subdivisions With No Public Improvements)	\$150.00	10

Final Subdivision	\$0	10
Waiver of Subdivision (Minor) (Max. Of 5 Lots, Including Residual) (With No Public Improvements)	\$50.00 (One Lump Sum)	10
Special Called Meeting For P&Z Commission (Does Not Include Any Fees For Various Applications Above)	\$500.00	10

NOTE: All Public Notice Advertisement Fees, County Court Clerk recording Fees and Similar Charges and Expenses Are NOT Included In The Fees Listed Above.

All Fees Listed Above Must Be Paid In Full Prior To Any Actions To Be Taken By The Respective Commission Or Board.

Additional Fee For Documents Submitted After Deadline: \$200.00

APPLICATION	FEE	NO. OF PLAT COPIES TO SUBMIT
Zone Change (Map Amendment)	AG, RR, UR=\$200.00/ C, MHP,ML,MH=\$500.00	10
Development Plan	\$125.00	10
Full Site Plan With Storm water and/or Erosion Control (Does Not Include Preliminary & Final Subdivision Plat Fees)	\$100.00	1 Site Plan/1 Storm water
Minor Site Plan (For Sites that Do Not Require A Public Hearing)	\$50.00	10
Cellular Tower (also Requires Subdivision Plats)	\$2,500.00	10
Conditional Use	\$150.00	10
Variance	\$100.00	10
Non-Conforming use Change	\$100.00	10
Home Based Business	\$50.00	4
Planned United Development (PUD)	\$500.00	10
Multiple Principal Structures	\$100.00	10

Similar Permitted Use	\$75.00	10
Special Called Meeting For P&Z Commission And/Or Board Of Adjustment (Does not Include Any Fees For Various Applications Above)	\$500.00	N/A

NOTE: All Public Notice Advertisement Fees, County Court Clerk Recording Fees And Similar Charges And Expenses are NOT Included In The Fees Listed Above.

All Fees Listed Above Must Be Paid In Full Prior To Any Actions To Be Taken By The Respective Commission Or Board.

Publication Fee:  
Comprehensive Plan \$50

Additional Fee For Documents Submitted After Deadline: \$200.00

**Section 63. Zoning Variances**

The Planning Commission may hear and finally decide applications for zoning variances when a proposed development requires a subdivision and one (1) or more variances.

Applications, at the time of filing a subdivision application, may elect to have any variance for the same development to be heard and finally decided by the Planning Commission at the same public hearing set for the subdivision.

In hearing applications, the Planning Commission shall assume all powers and duties otherwise exercised by the board of adjustment pursuant to KRS 100.231, 100.233, 100.237, 100.247, and 100.251.

**ARTICLE VII. ADOPTION, AMENDMENT AND EFFECTIVE DATE**

**Section 70. Adoption**

70.10 – Adoption Process

Before the adoption of these Subdivision Regulations or any amendment thereto, a public hearing shall be held by the Planning Commission. A public notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the city and county in accordance with the KRS, Chapter 100.

70.11 – Effective Date

These Subdivision Regulations shall take effect and be in force immediately upon their adoption by the McCracken County Planning Commission.

Adopted April 27, 2016  
McCracken County Planning Commission

Chair Wayne Elliott, Chairman

# **APPENDIX A**



**SUBDIVISION PUBLIC IMPROVEMENTS COMPLETION AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the McCracken County Fiscal Court (“County”), with a principal mailing address of 300 South 7th Street, Paducah, Kentucky 42003; and (name and mailing address of developer) (“Developer”) and (name and mailing address of Owner) (“Owner”).

**RECITALS**

- A. The Owner is the owner of real property located in McCracken County legally described as set forth in Exhibit A attached hereto and incorporated by reference herein (“Property”).
- B. The Owner and the Developer have applied for approval of a final plat of subdivision of the Property to be known as \_\_\_\_\_ (“Subdivision”).
- C. The Developer has submitted to the County for its approval the engineering plans and specifications for the public improvements consisting of storm water retention basins and the grading, drainage, curbing and paving for the publicly used street system, (“Public Improvements”) for the Subdivision prepared by \_\_\_\_\_ dated \_\_\_\_\_ last revised \_\_\_\_\_ (“Plans”) and the County has accepted the Plans.
- D. The County is willing to accept the Plan only upon the condition that the Owner and the Developer agree to cause the Public Improvements for the Subdivision to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans, County specifications and the County Subdivision Regulations, fully paid for and maintained by the Developer as determined by the County Engineer.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, it is agreed by and among the parties as follows:

- 1. The County agrees to accept the final Plan provided that the Developer satisfy all conditions precedent to such acceptance as set forth in the McCracken County Subdivision Regulations and the county road specifications.
- 2. The Owner and Developer jointly and severally promise and agree as follows:
  - A. To construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality acceptable to the County Engineer and in strict accordance with the Plans and the McCracken County Subdivision Regulations and to complete phases \_\_\_\_ (A), \_\_\_\_ (B), \_\_\_\_ (C), \_\_\_\_ (D) of construction set forth in paragraph three (3) below on or before the completion dates therein specified and completion of all Public Improvements, and

B. To pay to the contractors and material suppliers who furnish labor or materials, or both for the construction of the Public Improvements the full amounts due them for such labor and materials, and

C. To maintain the Public Improvements for the full duration of the project up to the final completion date as set forth in paragraph three (3) below. The Developer's maintenance obligations shall include, but are not limited to:

I. Maintaining the Public Improvements;

II. Repairing any damage to the Public Improvements caused by the Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor; and

III. Repairing or replacing any defective workmanship or materials in the Public Improvements, and

3. Completion Dates: The Public Improvements shall be completed in accordance with the following schedule as time is of the essence:

A. Curb and gutter roadways or non-curb and gutter roadways site grading, including grading and drainage of streets, detention and retention ponds shall be completed on or before \_\_\_\_\_.

B. Curb and street base, including "first lift" of pavement, shall be completed on or before \_\_\_\_\_.

C. Curb and gutter roadways final street surface ("second lift"), including necessary repairs to street base, ("first lift"), catch basins, manholes and other structures located between curb lines shall be completed on or before \_\_\_\_\_.

D. Non-curb and gutter roadways, complete grading of ditch sections, proper installation and maintenance of pipe drainage structures, street aggregate base, ("first lift") of pavement base and final street surface ("second lift") including necessary repairs to the aggregate base and ("first lift") of pavement shall be completed on or before \_\_\_\_\_.

4. The Owner and Developer further agree to cause to be maintained at all times proper security to guarantee the completion of, payment for and maintenance of the Public Improvements as required by the McCracken County Subdivision Regulations in the form of either (1) an irrevocable standby letter of credit; (2) a self-funded bond guarantee; or (3) a performance/warranty surety bond. In the event said letter of credit nears its expiration date and is not renewed, the County may collect on the same.

5. The failure of the County to insist upon the strict and prompt performance of the obligations herein contained shall not constitute or be construed as a waiver or relinquishment

of the County's rights thereafter to enforce such obligation, but the same shall continue in full force and effect. If the performance of any obligation to be performed under this Agreement by the Owner/Developer is delayed as a result of circumstances which are beyond the reasonable control of the Owner/Developer (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

6. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

7. Venue, Attorney's Fees: The parties agree that the proper venue for the enforcement of this Agreement shall be the McCracken County Circuit Court. The Developer and Owner, jointly and severally agree to reimburse the County for any reasonable attorney's fees and court costs incurred by the County in enforcing or attempting to enforce the obligations of the Developer and the Owner, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such attorney's fees and court costs.

IN WITNESS HEREOF AND BY AFFIXING THE SIGNATURES OF THEIR AUTHORIZED AGENTS BELOW, THE PARTIES HEREBY ACKNOWLEDGE AND CERTIFY THAT THE TERMS AND CONDITIONS SET FORTH HEREIN WERE AGREED UPON BY THE PARTIES IN THE COURSE OF GOOD FAITH NEGOTIATIONS CONDUCTED AT ARMS LENGTH. SAID SIGNATURES FURTHER ACKNOWLEDGE AND CERTIFY THAT THE PARTIES HAVE BEEN GIVEN ADEQUATE TIME TO READ, REVIEW AND SEEK CLARIFICATION FROM LEGAL COUNSEL PERTAINING TO ALL RIGHTS AND DUTIES SET FORTH HEREIN AND NOW FULLY UNDERSTAND ALL SUCH RIGHTS AND DUTIES AND INTEND TO BE BOUND BY THE SAME.

**MCCRACKEN COUNTY FISCAL COURT**

\_\_\_\_\_  
McCracken County Judge Executive

**NOTARY SEAL**

**STATE OF KENTUCKY  
COUNTY OF MCCRACKEN**

I certify the following was duly sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

**DEVELOPER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTARY SEAL**

**STATE OF KENTUCKY  
COUNTY OF MCCRACKEN**

I certify the following was duly sworn before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# **APPENDIX B**

**SUBDIVISION LETTER OF CREDIT AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20--, by and between the McCracken County Fiscal Court (“County”), with a principal mailing address of 300 South 7th Street, Paducah, Kentucky 42003; and (name and mailing address of developer).

**RECITALS**

A. Developer desires final plan approval for Phase \_\_\_\_\_ of Subdivision Plan, pursuant to a plan dated \_\_\_\_\_, \_\_\_\_\_, 20--.

B. Developer is desirous of installing the public improvements pursuant to the Final Plan, consisting of storm water retention basins and the grading, drainage, curbing and paving for the street(s) known as \_\_\_\_\_, and administration, and engineering fees, for that purpose. “See the McCracken County public improvements completion agreement attached hereto and incorporated by reference as if set forth fully herein.” Developer has obtained an estimate prepared by a professional engineer, which estimate is in the amount of \$ \_\_\_\_\_ (and which estimate is equal to the cost of completion, under prevailing wage laws). Developer will provide to the County an Irrevocable Letter of Credit from \_\_\_\_\_ Bank in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars.

C. Developer must complete the improvements for Phase \_\_\_\_\_ within fifty (50) weeks from the date hereof. The subdivision regulations of the County require that financial security be posted for public improvements prior to final plan approval.

D. It is the purpose of this Agreement to provide the financial security needed by the Developer to guarantee the installation of the aforementioned public improvements.

**NOW, THEREFORE**, for and in exchange of mutual consideration and benefits, the previous receipt thereof being hereby acknowledged and intending to be legally bound by the provisions hereof, the parties agree as follows:

1. Developer agrees to provide an Irrevocable Letter of Credit for the benefit of and made payable to the County for the purpose of guaranteeing payment for completion of public improvements by Developer, consisting of storm water retention basins and the grading, drainage, curbing and paving for the street(s) known as \_\_\_\_\_, as required by the McCracken County Planning and Zoning Ordinance Subdivision Requirements and as set forth on specifications and plans submitted by Developer to the County.

2. The Irrevocable Letter of Credit shall be in the amount of \$ \_\_\_\_\_, and shall initially be in force and issued for a period of one (1) year (52 weeks) from date hereof. Developer agrees that all public improvements shall be completed within fifty (50) weeks from the date hereof.

3. (A) The County and Developer agree that Developer may draw upon his loan funds with Bank periodically on presentation to Bank of certification prepared by the County Engineer and approved by the McCracken Fiscal Court to the effect that said draw represents payment for work actually performed or materials actually installed toward completion of the improvements which are the subject of the Agreement.

(B) The County and Developer agree that the amount available for the County to draw upon pursuant to Bank's Letter of Credit shall be \$ \_\_\_\_\_ (as stated in Paragraph 2, above) less the actual amount paid by Bank to Developer pursuant to Paragraph 3(A), above, which amount shall be the cost of construction only. The additional ten (10%) percent required shall at all times be retained.

4. Developer will complete the improvements to \_\_\_\_\_ Subdivision in accordance with plans and specifications filed with the County.

5. If all the improvements referred to in Paragraph 1 of this Agreement are not completed within fifty (50) weeks from the date hereof, the Developer may seek extension of that period upon the concurrence of the County; provided, however, that as a condition to the grant of such extension, Developer must provide an Irrevocable Letter of Credit for the benefit of and made to the County, in a form acceptable to the County, and in an amount and for a time to be determined by the County. In the event of such extension, Developer agrees to complete all public improvements prior to the expiration of the newly revised Irrevocable Letter of Credit.

6. Upon notification from the County to the issuing Bank of Developer's default in construction of the public improvements pursuant to specifications and plans within fifty (50) weeks, Bank's responsibility under its Irrevocable Letter of Credit Agreement with Developer shall be triggered. The Bank shall pay the County the original amount of the Irrevocable Letter of Credit less amounts paid pursuant to Paragraph 3(B) above, as determined by and approved by the County; said amount to be used by the County toward the completion of said improvements. The required improvements are to be completed by the County at the County's option, with payment by issuing Bank to the County upon the County's filing with the issuing Bank an affidavit stating Developer's default.

7. Upon default by Developer in construction of the public improvements pursuant to specifications and plans, the County shall be authorized to withhold (a) permits for the further construction of improvements and (b) building permits.

8. The County agrees that this Agreement and the Irrevocable Letter of Credit are the financial security required for the public improvements for the improvements for the Final Plan of Phase of the \_\_\_\_\_ Subdivision Development Plan.

IN WITNESS HEREOF AND BY AFFIXING THE SIGNATURES OF THEIR  
AUTHORIZED AGENTS BELOW, THE PARTIES HEREBY ACKNOWLEDGE AND  
CERTIFY THAT THE TERMS AND CONDITIONS SET FORTH HEREIN WERE  
AGREED UPON BY THE PARTIES IN THE COURSE OF GOOD FAITH

NEGOTIATIONS CONDUCTED AT ARMS LENGTH. SAID SIGNATURES FURTHER ACKNOWLEDGE AND CERTIFY THAT THE PARTIES HAVE BEEN GIVEN ADEQUATE TIME TO READ, REVIEW AND SEEK CLARIFICATION FROM

LEGAL COUNSEL PERTAINING TO ALL RIGHTS AND DUTIES SET FORTH HEREIN AND NOW FULLY UNDERSTAND ALL SUCH RIGHTS AND DUTIES AND INTEND TO BE BOUND BY THE SAME.

\_\_\_\_\_  
McCracken County Judge Executive

**NOTARY SEAL**

**STATE OF KENTUCKY  
COUNTY OF MCCRACKEN**

I certify the following was duly sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

**DEVELOPER**

By:\_\_\_\_\_

Title:\_\_\_\_\_

**NOTARY SEAL**

**STATE OF KENTUCKY  
COUNTY OF MCCRACKEN**

I certify the following was duly sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_



# **APPENDIX C**

**IRREVOCABLE STAND-BY LETTER OF CREDIT**

**ISSUER'S LETTER OF CREDIT NUMBER:** \_\_\_\_\_

**ISSUUER/BANKING INSTITUTION:**

**NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY/STATE/ZIP:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_

**ISSUE DATE:** \_\_\_\_\_

**EXPIRATION DATE/TIME:** \_\_\_\_\_

**BENEFICIARY:**

McCracken County Fiscal Court  
c/o McCracken County Engineer  
300 South 7<sup>th</sup> Street  
Paducah, KY 42001  
270-444-4707

**APPLICANT/DEVELOPER:**

**NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY/STATE/ZIP:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_

**AMOUNT: \$** \_\_\_\_\_

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We hereby issue in your favor our Irrevocable Stand-by Letter of Credit No. \_\_\_\_\_ for the account of (Developer name) for the amount of (amount) available at sight upon presentation of the following document:

A written demand signed by the McCracken County Judge Executive, signing as such, and stating the amount drawn and further stating either:

The amount of (amount) is hereby drawn under (issuing bank's name) Letter of Credit Number (enter letter of credit number) in accordance with the terms of a Subdivision Letter of Credit Agreement and a Subdivision Public Improvements Completion Agreement by and between (developer's name) and the McCracken County Fiscal Court (hereinafter "County") pertaining to (subdivision name) and (developer's name) is in default of one or more terms of the aforesaid Agreement(s).

**OR**

Letter of Credit No. \_\_\_\_\_ will expire within 60 days or less and that the Developer has failed to deliver to the County evidence of a renewal of Letter or Credit No. \_\_\_\_\_.

The principal amount of the Letter of Credit may be reduced, prior to the then current expiration date, upon presentation of a written statement from the County, signed by the Judge Executive or County Engineer, certifying the dollar amount of such reduction. Any request for a reduction shall be accompanied by a revised Engineer's Opinion of probable costs outlining the estimated costs of the remaining improvements covered by this Letter of Credit No. \_\_\_\_\_.

This Letter of Credit will expire on (expiration date), however, it is a condition of this Letter of Credit that it shall be automatically extended without amendment for one (1) year from the expiration date hereof or any future expiration date unless at least sixty (60) days prior to the then current expiration date, we notify the County at the address shown above by certified mail or hand delivered courier that we elect not to extend this Letter of Credit for any such additional period.

We hereby agree with Beneficiary that if, on or before the Expiration Date, any such draft and any such certificate are presented to us at our offices as specified under this Letter of Credit, at or prior to 10:00 a.m. on a business day, and provided that such documents presented to us conform with the terms and conditions hereof, payment shall be effected in immediately available funds by wire transfer in accordance with the instructions set forth on such certificate by the close of the next following business day. A business day shall mean any day other than a Saturday, Sunday or a day on which banking institutions are authorized or required by law to close.

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, we will state the reasons therefore and will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with the terms and conditions of this letter of credit, you may attempt to correct any such nonconforming demand for payment to the extent that you are able to do so on or before the Expiration Date.

If, within three business days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor it, we agree to pay all attorney's fees, court costs and other expenses incurred by the County in enforcing the terms hereof.

**We hereby certify and acknowledge that documents presented under and in conformity with the terms of this Letter of Credit will be duly honored on presentation if presented at our offices at (full mailing address of issuing bank) on or before the Expiration Date. Partial drawings are permitted under this Letter of Credit.**

To the extent not inconsistent with the express terms hereof, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (1998 Revision or most current version) International Chamber of Commerce Publication ISP98 or UCP 600 (2003 Revision or most current version), except that, as to matters not governed by the UCP, this Letter of Credit shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to principles of conflicts of laws.

Please address all correspondence regarding this Letter of Credit to the attention of (specify name of contact or department name along with full address and phone number), mentioning our reference number as it appears above.

**ISSUER (BANKING INSTITUTION)**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**NOTARY SEAL**

**STATE OF KENTUCKY  
COUNTY OF MCCRACKEN**

I certify the following was duly sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# **APPENDIX D**

**APPLICATION FOR SELF-FUNDED BOND GUARANTEE**

*Note: Attach additional pages as needed and reference for item number to which additions apply. Information which the Guarantor determines is a trade secret shall be held confidential by McCracken County.*

**1. Identification of Guarantor:**

**A. For *Corporations only*:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Start of Incorporation \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Name of Person Signing Application \_\_\_\_\_

Title \_\_\_\_\_ Authority \_\_\_\_\_

Certificate of Authority to do business in Kentucky \_\_\_\_\_

If Corporation is a wholly owned subsidiary or if more than 10% of stock is owned by one enterprise, detail ownership \_\_\_\_\_

**B. For *all other* forms of business enterprises**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Statement of Enterprise Organization \_\_\_\_\_

Law of State under which Enterprise formed \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Relationship of person signing this application \_\_\_\_\_

Authority of person signing this application \_\_\_\_\_

**2. A brief description and chronological history of those operations of the applicant conducted within the last five (5) years that demonstrates a continuous operation \_\_\_\_\_**

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3. Submit audited financial statements, in detail, to include:
  - A. Guarantor's Balance Sheet for the most recently completed fiscal year;
  - B. Guarantor's Income Statement for the most recently completed fiscal year;
  - C. A report for the most recently completed fiscal year containing a Certified Public Accountant's audit opinion of the balance sheet and income statement with no adverse opinion; and
  - D. Unaudited financial statements for completed quarters in the current fiscal year.
  
4. Submit financial information in sufficient detail to show that the Guarantor has a ratio of total liabilities to net worth of 2.5 times or less, and a ratio of current assets to current liabilities of 1.2 times or greater;
  
5. List the dollar value of this proposed self-bond plus all of your other outstanding and proposed self-bonds.\$ \_\_\_\_\_
  
6. Tangible net worth in the United States\$ \_\_\_\_\_
  
7. \*Registered office for service on the applicant of notices, processes, or demands:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_
  
8. \*Registered Agent for service on the applicant of notices, processes, or demands:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_

***UPON SUBMISSION OF ALL FINANCIAL AND OTHER INFORMATION REQUIRED ABOVE, MCCRACKEN COUNTY WILL EVALUATE THE SAME AND IF IT IS DETERMINED THAT THE GUARANTOR MEETS NECESSARY CRITERIA FOR SELF BONDING, MCCRACKEN COUNTY AND THE GUARANTOR WILL NEGOTIATE TO REACH AN ACCEPTABLE BOND AMOUNT IN CONSIDERATION OF THE TOTALITY OF THE FACTS AND CIRCUMSTANCES SURROUNDING THE GUARANTOR AND THE PROJECT.***

# **APPENDIX E**



**SELF-FUNDED BOND GUARANTEE**  
**WITNESSETH**

**Self-Bond No.** \_\_\_\_\_

**WHEREAS,** \_\_\_\_\_ (hereinafter referred to as Guarantor) owns or controls \_\_\_\_\_ (hereinafter referred to as Operator)

**WHEREAS,** Guarantor satisfies the financial requirements and criteria set by the McCracken County Subdivision Regulations pertaining to self-funded Bond guarantees;

**WHEREAS,** Operator has requested and desires to place with the McCracken County Fiscal Court its self-bond to secure public improvement as set forth in the Subdivision Public Improvements Agreement.

**WHEREAS,** Guarantor desires to guarantee the funds pledged under Operator's self-bond;

**WHEREAS,** Guarantor has the full authority under the laws of the Commonwealth of Kentucky, under which it is incorporated, its articles of incorporation and by-laws to enter into this guarantee;

**WHEREAS,** Guarantor has full approval from its Board of Directors to enter into this guarantee;

**WHEREAS,** it is in the best interests of Guarantor, in the legitimate furtherance of its purposes and business, to enter into this guarantee;

I) **NOW,** for value received, and in consideration of the approval and execution of Self-Bond No. \_\_\_\_\_, Guarantor, a corporation created and existing under the laws of the Commonwealth of Kentucky, their successors and assigns, jointly and severally, do hereby covenant, guarantee, promise and agree to make prompt payment upon demand of the full amount, or portions thereof, of the self-bond of Operator, on the terms and conditions described herein, said payment of monies to be used for the completion of public improvements in strict compliance with the terms of the Subdivision Public Improvements agreement. This guarantee covers any and all demands, liabilities, charges, and expenses of whatsoever kind or nature, which McCracken County may at any time sustain or incur by reason of or in consequence of having accepted the self-bond or Operator, including all litigation costs and all administrative costs reasonably incurred by McCracken County in any successful effort to enforce obligations and requirements of the Operator with respect to the operation or activity that is bonded.

II) This *Corporate Guarantee* is a continuing guarantee and is to be in full force and effect until all of the terms of Operator's self-bond and Subdivision Public Improvements Agreement has been satisfactorily performed or otherwise discharged to the satisfaction of McCracken County.

III) Guarantor hereby fully consents to the following, any of which shall not affect nor change or discharge the obligations of this guarantee:

- A) Any renewals, revisions, modifications to the terms of the self-bond, including increases or decreases in the dollar amount of the bond, or the lands to which it applies.
- B) Any extension of time for performance of the whole or any part of the conditions of the self-bond.
- C) Any changes, revisions, modifications or renewals to the terms of the permits, including the mining and reclamation plans contained therein.

IV) Guarantor expressly waived the following:

- A) Notice of the acceptance of this *Corporate Guarantee* by McCracken County.
- B) Notice of renewals, revisions, modifications to the self-bond.
- C) Notice of changes, revision, modifications or renewals of the terms of the permits of the Operator.
- D) Notice of any extensions of time for performance of the whole or any part the condition of the self-bond.
- E) Notice of bond forfeiture proceedings, notice of any demand for payment of self-bond; or any dishonor thereof.
- F) All other notices to which Guarantor might otherwise be entitled in connection with this *Corporate Guarantee* or the obligation hereby guaranteed.
- G) The institution of any civil actions or the exhaustion of legal remedies against the Operator as a condition to enforce of this *Corporate Guarantee*.

V) This *Corporate Guarantee* is subject to the following conditions, to-wit:

- A) Any demand for funds shall be accompanied by a signed statement that McCracken County has forfeited, in whole or in part, the self-bond.
- B) This *Corporate Guarantee* shall be limited in amount as follows:
  - 1) Public Improvement costs: the indebtedness reflected by the cost of completion of the Public Improvements in compliance with the Subdivision Public Improvements Agreement.
  - 2) Litigation and administrative costs: the actual amount of such costs reasonably incurred in any successful effort to enforce requirements and obligations of the Operator and/or the obligations of the Guarantor under this agreement. Litigation

and administrative costs shall not be limited by the indebtedness reflected by the approved self-bond.

- C) If the Operator fails to complete the Public Improvements in compliance with the Subdivision Public Improvements Agreement, the Guarantor shall be required to pay to McCracken County the amount in full necessary to complete the approved reclamation plan, no to exceed the bond amount, within ten (10) business days after receipt of McCracken County demand for payment. Guarantor hereby agrees that demands for payment may be based and are payable on projections of costs or their actual accrual and that liability for payment shall not be contingent on the costs having been presently sustained.
  
  - D) This *Corporate Guarantee* may be canceled only upon notice of said cancellation being sent to the Operator and McCracken County at least ninety (90) days in advance of the proposed cancellation date and then only upon acceptance of the cancellation by McCracken County. The cancellation shall be accepted by McCracken County if the Operator obtains a suitable replacement bond before the proposed cancellation date or if the lands for which the self-bond, or portion thereof, was accepted have not and will not be disturbed under the terms of the permit, or the self-bond has been released in accordance with the provisions of Chapter 22, Article 3 and the rules and regulations promulgated thereunder.
- VI) This *Corporate Guarantee* shall be and continue effective notwithstanding any present or future legal disability of the Operator.
- VII) There are no conditions or limitations to this *Corporate Guarantee* except those contained herein at the date hereof, and thereafter no alteration, change or modification hereof shall be binding or effective unless executed in writing, signed by the guarantor, and approved by McCracken County.
- VIII) Guarantor agrees to pay all costs and expenses incurred by McCracken County which are expended in any successful action instituted to enforce the terms of this guarantee.
- IX) This guarantee shall be good and effective notwithstanding any change or changes in the business name of the operator.
- X) No changes, revisions, modifications or renewals to the self-bond of the Operator or the terms of permits shall act as a release of the Guarantor from this *Corporate Guarantee*.
- XI) All notices required to, or which may be given shall be effective when received by the addressees at the addresses specified below. Personal delivery shall have the same effect as notice given by mail. Notices given by mail shall be sent certified.

**GUARANTOR**

Name	Address

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**FOR** \_\_\_\_\_ :

Name	Address

- XII) In case of the insolvency, bankruptcy or dissolution of the Operator, all funds represented by the self-bond shall immediately become due and payable and this *Corporate Guarantee* may thereupon be enforced.
  
- XIII) This *Corporate Guarantee* is one of payment and not of collection.
  
- XIV) The failure of any person or persons to sign this *Corporate Guarantee* shall not release or affect the liability of Guarantor.
  
- XV) This Corporate Guarantee is a binding contract and shall be construed under and subject to the laws of the Commonwealth of Kentucky with jurisdiction and venue rested solely in the McCracken County Circuit Court.

# **APPENDIX F**

**MCCRACKEN COUNTY, KENTUCKY  
STATEMENT OF POLICY CONCERNING  
CURBSIDE MAILBOX REQUIREMENTS**

WHEREAS, all policy related decisions of McCracken County, Kentucky (hereinafter “County”) are guided by its duty to safeguard and provide for the health, safety and welfare of the citizens;

WHEREAS, because concrete, brick, stone and other custom made mail receptacles are unable to bend, give or fall out of the way in the event of a motor vehicle collision, such receptacles present a reasonably foreseeable risk of harm to motorists;

WHEREAS, in light of this foreseeable risk, the United States Postal Service’s Postal Operations Manual (“POM”) and the Federal Highway Administration have set forth pertinent safety standards that the County is duty bound to follow and enforce;

NOW THEREFORE, it is presently the intent of the County to accept, adopt and enforce the following mail receptacle safety requirements within the jurisdictional boundaries of the County as stated herein:

**Section 1: Curbside Mailbox Safety Requirements:**

The County requires that any and all curbside mail receptacles installed or replaced after the effective date of this policy comply with the following safety design requirements:

A wooden support no larger than 4 x 4 inches or a 2 inch diameter standard steel or aluminum pipe; and

Such post shall be buried no more than 24 inches deep to ensure that the post is able to give way in the event of a collision; and

There shall be no potentially dangerous materials used in erecting a receptacle, such as concrete, brick, stone or any other hard/inflexible substances.

**Section 2: Exception to Aforesaid Mailbox Safety Requirement:**

In keeping with the safety requirements of the POM and the Federal Highway Administration, an exception or variance from the curbside mailbox safety requirements stated in Section 1 above shall be granted upon an applicant’s having obtained written pre-approval from the Postmaster for a varying design and having tendered proof of the same to the McCracken County Judge Executive’s Office.

**Section 3: Reimbursement for Damage to Curbside Mailbox Receptacles:**

It is the County’s policy to fully compensate and reimburse citizens for damage to their property that is caused by authorized agents of the County performing in the course and scope

of their duties. In the event of damage to a curbside mailbox receptacle, regardless of its original design and construction materials, the County's duty to compensate and reimburse the aggrieved party shall be limited to an amount equivalent to the cost of replacing a curbside mail receptacle that fully complies with the requirements set forth in Section 1 above.

# **APPENDIX G**



**MCCRACKEN COUNTY, KENTUCKY  
STATEMENT OF POLICY CONCERNING  
CULVERT INSTALLATION AND REPLACEMENT**

WHEREAS, all policy related decisions of McCracken County, Kentucky (hereinafter “County”) are guided by its duty to safeguard and provide for the health, safety and welfare of the citizens;

WHEREAS, the County has a direct interest in the mutual infrastructural benefits to the County as well as the citizens of sound water control measures and desires to share duties with the citizens in the efforts of controlling water via proper installation of approved culverts;

NOW THEREFORE, it is presently the intent of the County to accept, adopt and enforce the following policy concerning culvert installation and replacement within the jurisdictional boundaries of the County as stated herein:

**Section 1:     **New Construction Culvert Installation.****

- a. The property owner shall contact the McCracken County Road Department to obtain and complete a culvert installation/replacement application wherein all information pertinent to the culvert installation/replacement request shall be communicated.
- b. The property owner shall obtain an entrance permit from the McCracken County Building and Electrical Department at no cost.
- c. The property owner is responsible for marking the proposed location of the driveway/culvert so that the McCracken County Engineer can review the sight distance and proper sizing of the culvert may proceed.
- d. Sizing will be conducted by the McCracken County Engineer utilizing acceptable engineering practices and taking into consideration the constraints of right of way, the extent of downstream grading required, finished floor elevation of proposed residential structures and existing structures and the overall lay of the land for the best end result.
- e. The property owner is responsible for furnishing the culvert pipe based upon the specifications made by the McCracken County Engineer.
- f. The McCracken County Road Department is responsible for the installation of the culvert as specified by the McCracken County Engineer. The McCracken County Road Department shall be responsible for the routine cleaning of the culvert channel. Any other maintenance shall be the responsibility of the property owner.

**Section 2:     **Replacement of Culverts Installed Prior to Adoption of this Policy.****

- a. The property owner shall contact the McCracken County Road Department to obtain and complete a culvert installation/replacement application wherein all information pertinent to the culvert installation/replacement request shall be communicated.

- b. The property owner shall obtain an entrance permit from the McCracken County Building and Electrical Department at no cost.
- c. Evaluation of the necessity of replacement and the individual culvert sizing will be conducted by the McCracken County Engineer utilizing acceptable engineering practices and taking into consideration the constraints of right of way, the extent of downstream grading required, finished floor elevation of proposed residential structures and existing structures and the overall lay of the land for the best end result.
- d. The property owner is responsible for furnishing the culvert pipe based upon the specifications made by the McCracken County Engineer.
- e. If the McCracken County Engineer determines that the culvert requires replacement, the McCracken County Road Department is responsible for the removal of the existing culvert and the installation of the new culvert as specified by the McCracken County Engineer. The McCracken County Road Department's installation responsibility expressly excludes the replacement of the final surface (i.e. asphalt, concrete, etc.). Final surface replacement is the responsibility of the property owner.
- f. The McCracken County Road Department shall be responsible for the routine cleaning of the culvert channel. Any other maintenance shall be the responsibility of the property owner.
- g. In the event the McCracken County Engineer determines that a specific culvert does not need to be replaced, the McCracken County Road Department shall have responsibility to do so. However, the property owner may move forward with replacement or resetting of the culvert himself or via licensed contractor at the sole expense of the property owner and pursuant to the specifications required by the McCracken County Engineer.

# **APPENDIX H**



# **MCCRACKEN COUNTY**

## **ROAD SPECIFICATIONS**

EFFECTIVE MARCH 01, 2000

### **Introduction & Purpose**

- A. The following standards shall govern, guide and control all engineering involved in planning, constructing, modifying or extending any: road or street located in McCracken County.
- B. The owner, developer, or his agent, and/or contractor, shall keep himself fully informed of current state, county laws, ordinances, resolutions, or regulations which in any manner affect the development or work contemplated. Strict compliance with these standards is required, in order to insure the orderly expansion of roads to the highest practical standards with a maximum efficiency for the greatest public benefit

### **Inspection, Compliance and Acceptance**

#### **Inspection**

- A. Any improvement constructed to County standards must be inspected during construction by a representative of the County Engineer.
- B. The contractor shall request an inspection during construction by giving a 24-hour working day notice prior to constructing, modifying, or extending any road or street in McCracken County. Failure to notify may result in non-acceptance of improvement.
- C. There shall be a fifty (50) dollar/per lot inspection fee. This fee shall be paid to the McCracken County Fiscal Court, prior to final inspection.

#### **Compliance**

- A. All material and workmanship that is to become a permanent part of any improvement covered by these standards shall conform to the requirements for the particular material or workmanship as set forth in these standards. The contractors or developers shall supply any and all certificates of compliance, certified test results, or shall perform tests as required to assure the County that the material being incorporated into the work has met the requirement specified.

# MINIMUM REQUIREMENTS

## RIGHT-OF- WAY WIDTHS

- A. MINOR STREETS — Curb and gutter construction, less than 500' in length and physically blocked from future extension: 40' wide
- B. Standard Subdivision, residential streets: 50' wide

## EARTHWORK

- A. CLEARING AND GRUBBING — To prepare the site for road construction, the roadway area should be stripped of trees, topsoil, large roots, old unsuitable fill, organic or soft soil. Under no circumstances shall the debris from the cleaning operation be permitted for fill.
- B. BACKFILLING EXCAVATED AREAS — Backfilling excavated areas shall be accomplished using clean materials of approvable quality determined by the County Engineer or his designee. Backfill areas shall be placed in one (1) foot lifts and each lift compacted to 95% maximum density. Compaction tests shall be conducted every 500' of backfilled roadway. The costs of all testing will be assumed by the County.
- C. FILL — All fill below roadways shall be placed in six (6) inch lifts, and each lift compacted to 95% maximum density. Compaction tests shall be conducted every 500' of roadway fill area. The costs of all testing will be assumed by the County.

## SUBGRADE

- A. Subgrade materials shall be that of the backfill material. The material shall be free of large rock, wood, roots, and other unsuitable materials, and shall be of a quality acceptable to the County Engineer or his designee. The subgrade shall be sloped to drain and be evaluated by the County Engineer or his designee prior to placement of aggregate base.

## BASE COURSE

- A. All base course material shall be one of the below listed alternates:
  - 1. Six (6) inch of bank gravel with a four (4) inch DGA cap.  
Or
  - 2. Eight (8) inches of DGA
- B. The base course shall be placed in no greater than six (6) inch thick lifts. The lifts shall be compacted to 95% maximum density. Compaction test shall be conducted every 500 feet of roadway. The cost of all testing will be assumed by the County.

## **PAVING**

- A. Prior to any paving operations, the County Engineer or his designee shall inspect and proof roll the compacted base course. Paving operation shall not begin until approval to do so is obtained from the County Engineer or his designee.
- B. **THICKNESS OF PAVEMENT** — No deviations may be permitted on the following minimum paving thicknesses.
1. Two (2) inches of compacted Class I Base with One (1) inch of Compacted Class I Surface.

All asphaltic concrete roads shall be cored every 200 feet or at least three (3) cores, and the core holes filled with concrete upon completion of test. The compacted asphalt must be a minimum of three (3) inches thick and have a compaction no less than 95% of laboratory maximum density. The cost of all testing will be assumed by the County.

Failure to comply with thickness and density shall result in non-acceptance by the County.

## **SHOULDERS**

- A. Shoulders shall be at least six (6) feet wide, grass surfaced and there shall be less than a two (2) inch drop-off from the pavement edge to the shoulder.

## **CURB AND GUTTER**

- A. Curb and gutter material shall be Portland Cement Concrete with a minimum structural strength of 3500 pounds per square inch and shall conform to Kentucky Transportation Cabinet Standard Specifications for road and bridge construction.

## **RESTORATION**

- A. Upon completion of road construction the area from back of curb or pavement to the right of way line shall be graded to a smooth, attractive appearance and seeded, mulched or hydro seeded.

## **DRAINAGE**

- A. Drainage plans shall be submitted to the County Engineer or his designee. Drainage work shall not commence until approval is given by the County Engineer or his designee. A ten (10) year return period shall be used for design work.

**OCCUPANCY OF LOTS**

- A. Prior to acceptance of any development's roadways into the McCracken County Road System, at least 25% of the development's lots shall have started construction of the lot's principal structure, or at least one (1) year past final paving, whichever occurs first.

**ROAD BONDING AND ACCEPTANCE**

- A. All roads to be dedicated must submit a road bond using the McCracken County Road Department Standard Bond Form. The amount of bond shall be set by the McCracken County Fiscal Court.
- B. Prior to expiration of the above bond and prior to County acceptance, the County will inspect and require any and all damage to the roadway be repaired. Failure to repair roads will result in the County making a claim on the bond for roadway repair.

**ACCEPTANCE**

- A. Prior to final acceptance by the County of any improvements constructed in compliance with these standards, the following requirements shall be completed.
  - a. The Contractor shall request a final inspection by the County Engineer or his designee by giving a 24-hour working day notice.
  - b. Any deficiencies noted during the final inspection shall be corrected.
  - c. The Consulting Engineer shall prepare a complete and accurate reproducible set of "As Built" plans, when so required by the County Engineer. These plans shall be signed by both the Consulting Engineer and the County Engineer. These "As Built" plans are to be filed in the office of the County Engineer as a permanent County record.

When all of the above requirements have been executed; the County Engineer, by letter will inform the developer that the improvements are ready for acceptance by the County as completed.

Signed by Judge Executive Orazine  
McCracken County Judge Executive

February 28, 2000  
Court Order Date

# **MISCELLANEOUS APPENDIX**



APPENDIX  
FORMS FOR FINAL PLAT CERTIFICATION

**Form 1**  
**(On Plat)**

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

**WATER AND SEWAGE SYSTEM**

**CERTIFICATION OF ACKNOWLEDGEMENT NOT APPROVED BY HEALTH  
DEPARTMENT PLEASE READ BELOW CERTIFICATE**

**(The above statement is required to be in bold type, underlined and at least 1/4" tall)**

I/We hereby certify that I/we am/are the owner/s of the property shown and described hereon and that I hereby adopt this plan of subdivision with my free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted. I/we understand that the approval of this plat shall not be deemed to constitute an acceptance by the McCracken Fiscal Court that the lots in this subdivision are suitable for a private sewage disposal system. The owner or developer of any lot, or lots, must meet the minimum requirements and obtain the necessary approvals for the use of a private sewage disposal system from the Department of Housing, Buildings and Construction, Division of Plumbing, Commonwealth of Kentucky, or any successor governmental agencies.

I hereby certify that I have read and understand the foregoing notice.

Owner \_\_\_\_\_ Date: \_\_\_\_\_ Owner \_\_\_\_\_ Date: \_\_\_\_\_

Owner \_\_\_\_\_ Date: \_\_\_\_\_ Owner \_\_\_\_\_ Date: \_\_\_\_\_

State of Kentucky

SS

County of McCracken

I, \_\_\_\_\_, a notary public in and for the State & County aforesaid, do hereby certify that the foregoing plat of survey was this day presented to me by \_\_\_\_\_, known to me, together with the Certificate of Ownership and Dedication shown hereon, which was, executed in my presence and acknowledged to be their free act and deed.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public

APPENDIX  
FORMS FOR FINAL PLAT CERTIFICATION

**Form 2**  
(on plat)

**CERTIFICATE OF ACCURACY**

I hereby certify that the plan shown and described hereon is to the best of my knowledge and belief to be true and correct survey to the accuracy required by the McCracken County, Kentucky, Planning Commission and that the monuments have been placed as shown hereon, all in accordance with the minimum standards of practice as promulgated by the Kentucky Revised Statute and the Kentucky Administrative Regulations.

Date: \_\_\_\_\_

Professional Land Surveyor: \_\_\_\_\_

APPENDIX  
FORMS FOR FINAL PLAT CERTIFICATION

**Form 3**  
(on plat)

**CERTIFICATE OF FINAL APPROVAL FOR RECORDING**

I hereby certify that the subdivision plat shown here on was given final approval by the McCracken County Fiscal Court.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge Executive or designee

APPENDIX  
FORMS FOR FINAL PLAT CERTIFICATION

**Form 4**  
(on plat)

**CERTIFICATE OF FINAL APPROVAL FOR RECORDING**

I hereby certify that the subdivision plat shown herein has been found to comply with the Subdivision Regulations for McCracken County, Kentucky, with the exception of such variances if any, as are noted in the minutes of the Planning Commission and that the subdivision plat was given final approval by the McCracken County Planning Commission.

Planning Commission meeting held \_\_\_\_\_

\_\_\_\_\_  
McCracken County Planning Commission Chair

APPENDIX  
FORMS FOR FINAL PLAT CERTIFICATION

**Form 5**  
(on plat)

**CERTIFICATE OF FINAL APPROVAL FOR RECORDING**

I hereby certify that the Corporate Surety, Cash or Equivalent has been posted and approved by McCracken County Fiscal Court; in the amount sufficient to assure such completion of all required improvements.

Date: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Judge Executive or Designee McCracken County, Kentucky

APPENDIX  
FORMS FOR FINAL PLAT CERTIFICATION

**Form 6**  
(on plat)

**CERTIFICATE OF RECORDING**

"State of Kentucky, County of McCracken"

I, \_\_\_\_\_, Clerk for the county and state aforesaid do hereby certify that this plat was this day lodged in my office for record and that I have recorded same with this and the foregoing certificate in my office.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

By \_\_\_\_\_ D.C. \_\_\_\_\_ Clerk

Recorded in plat section \_\_\_\_\_ page \_\_\_\_\_

APPENDIX  
FORMS FOR FINAL PLAT CERTIFICATION

**Form 7**  
(on plat)

I hereby certify that the subdivision plat shown hereon substantially complies with McCracken County regulations and policies as required.

Date \_\_\_\_\_ Judge Executive or Designee \_\_\_\_\_



McCracken County Subdivision Regulations  
Adopted by McCracken County Planning Commission  
October 12, 2015

Information below obtained from McCracken County Fiscal Court records maintained by McCracken County Court Clerk.

August 08, 2011      McCracken County Ordinance 2003-11 Subdivision Regulations rescinded by  
McCracken County Fiscal Court.

July 13, 2011 McCracken County Planning requested of McCracken County Fiscal Court that Subdivision Ordinance 2003-11 be rescinded.

September 08, 2003    McCracken County Ordinance 2003-11 Subdivision Regulations adopted by McCracken County Fiscal Court.

November 09, 1994    McCracken County Adopted Subdivision Regulations Ordinance.

April 03, 1986      McCracken County Subdivision Regulations Amended.

April 22, 1976      McCracken County Subdivision Regulations Amended.

May 22, 1969      McCracken County Subdivision Regulation