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## ARTICLE

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## PROCEDURE FOR INSPECTIONS FEES AND ENFORCEMENT

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### SECTION 400

#### **Construction Inspections**

Inspections relative to the construction and installation of public improvements such as sanitary sewer, storm sewer, water, streets, driveway aprons and sidewalks shall be made by the appropriate utility company, water and sewer commission or district, public works/service department, building department, legislative body, or other representative. This inspection also includes soil erosion as it relates to public improvement construction and lot grading. Inspectors are authorized to inspect all work done and all materials furnished. Such inspection, including final inspection, may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector shall not be authorized to revoke, alter, or waive any requirements of the approved Improvement Plan drawings and specifications, but is authorized to call the attention of the contractor, any failure of the work or materials to conform to the approved improvement drawings and specifications. Any change in the approved plan and specifications shall be approved by the Boone County Planning Commission. Within the City of Florence, the owner or developer of a subdivision and/or general contractor shall contact and meet with the appropriate inspection officials for the purpose of a pre-construction meeting. The purpose of this meeting is to discuss the projects time table, local specifications and general information relating to the proposed development.

The contractor shall notify the appropriate inspector(s) in advance and in accordance with departmental procedures and prior to the time when the work is to begin on each phase of construction, such as embankments, subgrades, water system, storm and sanitary sewer systems and street paving, sidewalks, including all related testing. The inspector shall begin inspection at the time of construction and maintain inspection as the work progresses on each phase of the project until all construction is complete. Further, and during the time of construction, any work determined by the inspector not to conform to the requirements of the approved improvement plans, drawings, and specifications shall be suspended and corrected, prior to proceeding with that phase of the project.

Any work which cannot be determined to conform with the approved improvement plans, drawings, and specifications, shall be referred to the design engineer for revision and/or modification and decided upon by the Planning Commission.

### SECTION 405

#### **Subdivider and/or Contractor Construction Responsibilities**

The subdivider and/or contractor shall have available on the project, at all times, a copy of all approved plans and specifications. The subdivider's and/or contractor's superintendent shall be capable of reading and thoroughly understanding the plans and specifications and he or she shall

receive instructions from the inspector. A superintendent shall always be present regardless of the amount of work sublet.

#### **SECTION 410**

##### **Final Clean Up of Site**

Upon completion of construction work of the subdivision or an individual lot, the subdivider, developer, and/or contractor shall remove all debris or excess fill in connection with the completed work prior to final plat approval.

#### **SECTION 415**

##### **Written Agreements and Guarantees**

A subdivision developer or subdivider may execute and file a written agreement or guarantee with the Boone County Fiscal Court, City of Walton, City of Union, City of Florence and/or appropriate water and sewer commission/district in lieu of actual installation or completion of the required public improvements when requesting approval of the final plat in accordance with specific criteria mentioned in Section 200. Such agreements or guarantees shall be an amount for the required public improvements, as estimated by the subdivider's engineer and approved by the appropriate legislative unit or water and sewer commission/district. The cost estimate shall have supporting written data and be based on the amount determined to be reasonably necessary to complete all of the public improvements required to be constructed by the subdivider as specified in the approved Improvement Plan drawings and specifications, including a ten (10) percent contingency.

The written agreement or guarantee shall typically be in the form of sureties (e.g. bond payment or performance bond from an insurance company or a financial institution), a cash deposit (e.g. escrow agreement or certified check from a financial institution), or an instrument of agreement from one or more financial institutions (e.g. letter of credit) and payable to the appropriate legislative body or water and sewer commission/district. The agreement or guarantee shall be pursued by the subdivider and developed by an insurance company or financial institution. The agreement or guarantee shall be an assurance of faithful performance of any and all work and the construction and installation of all public improvements required to be done by the subdivider, as specified in the approved Improvement Plan drawings and specifications, together with all engineering and inspection fees as required by Section 420, of these regulations.

The agreement or guarantee shall have no expiration date but all work must be completed within one year of the approval of the Final Plat unless approved by the appropriate accepting agency, and contain the condition that should the subdivider fail to complete all construction work and public improvements required, then the Fiscal Court or appropriate municipal entity or appropriate water and sanitary sewer commission/district may elect to complete all required public improvement construction work on its own. Consequently, the Fiscal Court, City of Walton, City of Union or City of Florence or appropriate water and sewer commission/district shall be authorized, in the event of any default on the part of the subdivider of the performance of any work or construction of any public improvements for which such guarantees have been agreed to, to complete the required work to be done and to withdraw that amount required for payment of all costs. The following examples describe the type of information, which is typical of each type of written agreement or guarantee:

## Types of Written Agreements or Guarantees

- A) Sureties - Two types of sureties are bond payments and performance bonds. The surety shall originate from an insurance company and from a financial institution. With each type of surety, the following information shall be required.
- 1) Terms of bond.
  - 2) A detailed list of improvements, which the bond will cover and estimated costs.
  - 3) Description of all work performed in relation to the bond amount.
- B) Cash Deposit - One type of cash deposit is an escrow agreement. Escrow agreements include certified checks and a special account from a financial institution. With this type of escrow agreement, the following information shall be required.
- 1) Terms of escrow agreement.
  - 2) A detailed list of improvements to be made, which the escrow agreement will cover and estimated costs.
  - 3) Description of all work performed in relation to the escrow agreement amount.
- C) Instrument of Credit - One type of an instrument of credit is a letter of credit from one or more lending institutions. With this type of instrument of credit, the following information shall be required.
- 1) Terms of letter of credit.
  - 2) A detailed list of improvements to be made, which the letter of credit will cover and estimated costs.
  - 3) Description of all work performed in relation to the letter of credit.

### **SECTION 420**

#### **Review Fees**

Fees for the review of a Preliminary Plat, Improvement Plan, Final Plat, Conveyance Plat, Grading Plan and other plats shall be required. Fees for the review of a preliminary plat, improvement plan, final plat, conveyance plat, grading plan and other plats shall be payable to the Boone County Planning Commission in accordance to the approved "Schedule of Fees".

### **SECTION 425**

#### **Inspection Fees**

An inspection fee shall be charged to the subdivider or applicant for inspections during the construction of public improvements. This includes inspection fees and services for water, sanitary

sewer, storm sewer, street construction, driveway apron construction and sidewalk construction. The fee shall be based upon a "Schedule of Fees" approved by the Boone County Planning Commission. Inspection fees collected by the Boone County Planning Commission will be distributed to the appropriate legislative unit's department and/or public utility undertaking the inspection. The fee shall be paid prior to the start of construction and upon plan review submittal. Where improvements are to be installed prior to final plat approval, no final plat approval will be given nor shall such a plat be recorded until all inspection fees are paid in full. It shall be the responsibility of the developer to insure that proper notice is given to the appropriate inspector. In the event final plat approval is given prior to the installments of improvements, the guarantee posted by the subdivider as per Section 415 of these regulations shall assure the payment of all inspection fees and no guarantees shall be released until all inspection fees are paid in full.

Some utility agencies, such as Sanitation District No. 1, collect their own inspection fees outside of the Planning Commission's subdivision review and approval processes. It is the responsibility of the subdivider to pay all fees and financial guarantees as applicable, and coordinate inspections, for such utilities.

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, Principal, and \_\_\_\_\_ Surety, are held and firmly bound  
unto \_\_\_\_\_, Obligee, in the  
(Name of Legislative Body)  
sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of  
which we bind ourselves, our legal representatives, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated \_\_\_\_\_ for  
Construction of public improvements relating to or arising from Right-of-Way (A) and Right-of-Way  
(B) in accordance with a plat from a tract of land within \_\_\_\_\_ Kentucky  
to be known as \_\_\_\_\_  
(Name of Legislative Body)  
Section \_\_\_\_\_ Lots \_\_\_\_\_ and \_\_\_\_\_ pursuant to a construction contract dated  
\_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_ Kentucky.  
(Name of Legislative Body)

Copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make  
payment to all persons supplying labor and material in the prosecution of the work provided for in  
said contract, and any and all duly authorized modifications of said contract that may hereafter be  
made, notice of which modifications to Surety being waived, then this obligation to be void;  
otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED \_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
by \_\_\_\_\_  
Attorney-in-Fact