

ARTICLE 5

PROCEDURE FOR INSPECTIONS FEES AND ENFORCEMENT

SECTION 500

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 proposed change in the approved plan and specifications shall be approved by the Planning Commission.

The contractor shall notify the appropriate inspector(s) in advance and in accordance with departmental procedures and at least twenty-four (24) hours 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 505

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 510

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 515

Written Agreements and Guarantees

A subdivision developer or subdivider may execute and file a written agreement or guarantee with the Campbell County Fiscal Court, City of Crestview, City of Melbourne, City of Silver Grove, City of Southgate, City of Woodlawn 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 300. 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. (See Example at the end of this Article.)

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 520, 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 Campbell County Fiscal Court, City of Crestview, City of Melbourne, City of Silver Grove, City of Southgate, City of Woodlawn 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.

SECTION 520

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 in accordance with the approved Zoning Ordinance, Article XIX, Schedule of Fees.

SECTION 525

Inspection Fees

An inspection fee shall be charged to the subdivider or applicant for inspections during the construction of public improvements in accordance with the approved Zoning Ordinance, Article XIX, Schedule of Fees. This includes inspection fees and services for water, sanitary sewer, storm sewer, street construction, driveway apron construction and sidewalk construction. 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 515 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.

Example (from Section 515)

KNOW ALL MEN BY THESE PRESENTS: That _____,
(Name of Developer/Subdivider/Contractor)
Principal, and _____, Surety, are held and firmly bound unto
_____, Obligee, in the sum of _____
(Name of Legislative Body)
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 _____
(Name of Legislative Body)
Kentucky to be known as Section _____ Lots _____ and _____ pursuant to a
construction contract dated _____ between _____ and
(Name of Developer/Subdivider/Contractor)
_____ 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