

ORDINANCE

ORDINANCE FOR ADOPTION OF THE UNIFORM STATEWIDE MANDATORY BUILDING CODE FOR THE CITY OF OWENTON/OWEN COUNTY.

Ordinance # 141

AN ORDINANCE RELATING TO THE ADOPTION OF THE UNIFORM STATEWIDE BUILDING CODE AS PROMULGATED IN 815 KAR 7:120 & 125 BY THE BOARD OF HOUSING, BUILDINGS AND CONSTRUCTION OF THE COMMONWEALTH OF KENTUCKY

Be it ordained by the City Council/Fiscal Court of the City of Owenton & County of Owen as follows:

WHEREAS, KRS 198B.060(1), requires that all buildings constructed in Owenton/Owen County shall be built in compliance with the uniform state building code as adopted by the Board of Housing, Buildings and Construction; and

WHEREAS, KRS 198B.060(1), authorizes any city, county or urban county government to require, by ordinance, permits, inspections and certificates of occupancy for single-family dwellings; and

WHEREAS, KRS 198B.060(11), requires the local government to employ or contract for or with electrical inspection services; and

WHEREAS, KRS 198B.060(18) authorizes each local government to establish a schedule of fees which are designed to cover the cost of the service performed but not to exceed it:

Now, therefore, BE IT ORDAINED by the City Council/Fiscal Court of Owenton/Owen County, COMMONWEALTH OF KENTUCKY:

SECTION 1. ADOPTION OF THE KENTUCKY BUILDING CODE.

THAT, the KENTUCKY BUILDING CODE, promulgated in 815 KAR 7:120 and THE KENTUCKY RESIDENTIAL CODE promulgated in 815 KAR 7:125 by the Board of Housing, Buildings and Construction, Commonwealth of Kentucky, are hereby adopted in full as an Ordinance of Owenton/Owen County of the Commonwealth of Kentucky as if set out at length herein;

THAT, a copy of said Kentucky Building Code is on file in the Office of the Owen County Clerk, and the Clerk shall at all times keep a copy of said building code for reference;

THAT, an attested copy of this Ordinance shall be transmitted to the Department of housing, Buildings and Construction of the Commonwealth of Kentucky.

SECTION 2. DESIGNATED ENFORCEMENT OFFICER

THAT, BUILDING INSPECTOR, shall be designated as the local enforcement agent for said Kentucky Building Code. All building code inspections shall be performed by persons certified by the Kentucky Department of Housing, Buildings and Construction. All electrical inspections shall be performed by a certified electrical inspector specifically approved by this jurisdiction.

SECTION 3. BUILDING INSPECTION PROGRAM

THAT, pursuant to KRS 198B.060(8), a building inspection program is hereby established in Owenton/Owen County for application to all buildings, including single-family dwellings as provided in the adopted codes.

SECTION 4. PERMITS AND FEES

THAT, the fees for permits and inspections shall be as provided for in the attached schedule.

SECTION 5. INCONSISTENT ORDINANCES REPEALED

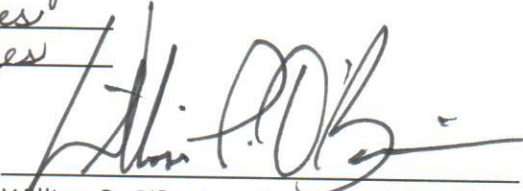
THAT, all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 6. EFFECTIVE DATE

THAT, this resolution shall take effect and be in full force when passed, published and recorded according to law.

Given second reading, passed, adopted and approved by the Owen County Fiscal Court of Owen County, Kentucky, upon motion of Magistrate Judge William O'Banion second by Magistrate Care Bamps, at a duly convened meeting thereof held on 13th day of July, 2004 with yea and nay votes as follows:

Magistrate District 1 nay
Magistrate District 2 nay
Magistrate District 3 yes
Magistrate District 4 yes


William P. O'Banion, Owen Co. Judge/Exec.

ATTEST:


Mary K. Duncan, Clerk

SECTION TWO

PAYMENT

Inspector shall be paid 90% of inspection fee collected on each inspection performed. County will retain 10% to cover expenses for materials.

RESIDENTIAL & COMMERCIAL PERMIT FEE SCHEDULE

THE FOLLOWING FORMULA WILL BE UTILIZED IN THE ESTABLISHMENT OF CONSTRUCTION COST FOR RESIDENTIAL DWELLINGS:

Living Space	.15 per square foot
Basement-Unfinished	.05 per square foot
Basement-Finished	.10 per square foot
Crawl Space	.05 per square foot
Garages-Attached & Detached	.05 per square foot
Residential Fee Cap	\$500.00
Minimum Inspection Fee	\$35.00
Demolition Permit	\$15.00
Swimming Pools (Gates)	\$15.00
Decks (Request Only)	\$15.00
Manufactured Homes (Tie Downs)	\$100.00
Commercial Buildings	\$500.00
Churches subject county inspection	\$500.00

Basement for Double Wide & Modular will follow fee schedule listed about

Renovations & Remodels will follow fee schedule listed above.

In the event a permit is issued but construction is not actually started, applicant shall be entitled to a refund of 80% of Permit Fee.

*Any project started before obtaining a Permit shall be charged double.

Permits are good for 1 year (2-90 extensions may be granted) then another permit will be required.

RECITALS

A. Inspector is a licensed, certified building inspector in and for the Commonwealth of Kentucky;

B. Court is a governmental entity, which employs and is in need of, from time to time, the professional services of Inspector;

C. Inspector is willing to provide such services on the terms and conditions set forth in this agreement.

In consideration of the mutual promises contained in this agreement, and of the mutual benefit to be derived hereunder, the parties agree as follows:

SECTION ONE

Inspector shall provide the following services pursuant to the charges, terms, and conditions of this agreement:

A. One and two family residences plan reviews;

B. Kentucky Building Code plan reviews on structures up to 20,000 square feet or not to exceed three stories in height;

C. Kentucky Building Code plan reviews for structures equipped with sprinklers and fire alarms;

D. Kentucky Building Code plan reviews for structures with stand pipe re-protection systems;

SECTION THREE

Initial Term; Termination

The term of this contract shall be for 1 year beginning July 1, 2007 and ending June 30, 2008, or until cancelled, in writing, by either party hereto.

SECTION FOUR

Materials and Equipment

Inspector shall furnish, at Inspector's own expense, all materials and equipment, including appropriate insurance coverage. Owen County will be responsible for all printed material. (i.e. applications, permits, etc.)

SECTION FIVE

Relationship Between Parties: Work Standards

The parties to this contract agree that Inspector is a professional person, self-employed, and that the relation created by this contract is that of county-independent contractor. Inspector is not an agent or employee of Court and is not entitled to the benefits provided by employer to its employees, including, but not limited to, compensation insurance and unemployment insurance.

Court is interested only in the results achieved by Inspector, and Inspector shall be in control of the means by which the results are achieved. Inspector will adhere to professional standards and will perform all services required under this agreement in a manner consistent with generally accepted standard and procedures for such services. Inspector shall reprocess at Inspector's expense all work necessary to correct errors directly caused by malfunction of Inspector's machines or mistakes of Inspector's personnel. Inspector will strive for maximum accuracy in the results obtained from Inspector's services.

SECTION SIX

Terms To Be Exclusive

The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement. Except as herein expressly provided to the contrary, the provisions of this agreement are for the benefit of the parties hereto solely and not for the benefit of any other person, persons, or legal entities.

SECTION SEVEN

Representations and Warranties

Court acknowledges that it has not been induced to enter into this agreement by any representation or statements, oral or written, not express contained herein or expressly incorporated by reference.

Inspector makes no representations, warranties, or guarantees, express or implied, other than the express representations, warranties, and guarantees contains in this agreement.

SECTION EIGHT

No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of Inspector.

SECTION NINE

Written Notice

All communications regarding this agreement should be sent to the Inspector at the address set forth above, unless notified to the contrary.

Any written notice hereunder shall become effective as of the date of mailing by regular mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this agreement or such other address as may hereafter be specified by notice in writing.

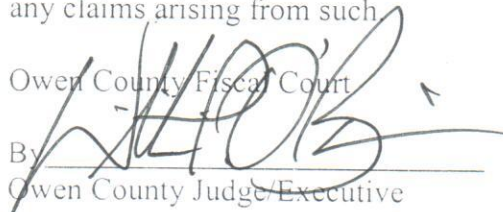
SECTION TEN

Governing Law

This agreement shall be governed by the laws of the State of Kentucky

It is agreed between the parties that since the party of the second part is an independent contractor the County of Owen will not be responsible for any claims made against him arising out of this and he will hold the County of Owen harmless from all liability from any claims arising from such

Owen County Fiscal Court

By  Owen County Judge/Executive


Building Inspector