



**DATE:** December 28, 2007

**TO:** Planning and Public Works Committee

*me*

**FROM:** Mike Geisel, DP&PW

**SUBJECT:** Consolidation of Sureties

As a result of the consolidation of the Planning and Public Work functions, we have been able to successfully review multiple processes. One process, which we discovered to be somewhat dysfunctional, was the overall number of sureties, the terms of the associated financial agreements, as well as the processes for tracking and management of those sureties. As you know, the City imposes a significant number of requirements on developers, most of which are guaranteed by these underlying surety agreements and the financial instruments associated with each surety.

The consolidated department of Planning and Public Works initiated an effort to standardize, consolidate, and streamline the management of these agreements and their associated financial instruments. Fortunately, we were able to take advantage of Mr. Nathan Huckaba, a seasonal employee who previously worked in the Engineering Division, but was now pursuing a degree in Economics\Finance. Mr. Huckaba completed a comprehensive review with oversight and coordination from both the Planning and Public Works areas. As identified on the attached spreadsheet, there are ten types of sureties required, all represented by different sections of code, each using different standard documents, and sometimes having different terms and conditions for performance.

Attached hereto, is a proposed ordinance to amend sections of the City Code which will standardize the surety and bond requirements related to development. Also provided attached hereto, are copies of the standardized documentation which is for reference purposes, but not part of the actual ordinance. This is done purposefully, such that document changes can be effected as necessary, without requiring amendment by ordinance.

**I recommend that the Planning and Public Works Committee consider the attached ordinance, and subsequently forward them to the full City Council for consideration and approval.** This product has required a significant effort and required the combined knowledge and resources of the consolidated department. These standardized documents will provide for a more uniform understanding and therefore a more consistent application of the sureties themselves. If you have any questions or require additional information, please advise.

- CC Michael G. Herring, City Administrator
- Rob Heggie, City Attorney
- Bonnie Hubert, Superintendent of Engineering
- Susan Mueller, Principal Engineer
- Annissa McCaskill-Clay, Assistant Director of Planning

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CITY CODE TO STANDARDIZE SURETY AND BOND REQUIREMENTS RELATED TO DEVELOPMENT.**

**WHEREAS**, developers are required under Section 12 of the City Code to guarantee performance of grading activities and restoration of any damage to streets, curbs, sidewalks or public facilities by trucks, hauling or grading equipment engaged in grading activities; and

**WHEREAS**, developers are required under Section 26 of the City Code to guarantee performance of work on City right of way; and

**WHEREAS**, developers are required under the Tree Manual, Section 27.5 of the City Code, to guarantee installation and maintenance of proposed landscaping as well as preservation of specific tree canopies; and

**WHEREAS**, developers are required under the Zoning Ordinance, Section 1003 of the City Code, to guarantee removal of any temporary structure from a tract within thirty (30) days of substantial completion of development work; and

**WHEREAS**, developers are required under the Subdivision Ordinance, Section 1005 of the City Code, to guarantee construction and maintenance of required subdivision improvements; and

**WHEREAS**, a comprehensive analysis of all sureties related to development was conducted in order to standardize and streamline requirements.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD AS FOLLOWS:**

Section 1. Section 12-21 of the City Code, Surety, which addresses surety requirements related to grading, is hereby amended by addition of the following:

(g) The deposit agreement referenced under Subsection (f) above shall be entered into with the City of Chesterfield, be in a form approved by the City Attorney, shall require the developer to agree to fulfill the obligations imposed by this Chapter, and shall have such other terms as the City Attorney may require consistent with this Chapter.

Section 2. The last sentence of Section 12-23 (a) of the City Code, Use of Streets During Grading Operations, which addresses surety requirements related to pavement restoration, is hereby amended by replacing the word “bond” with “surety” and adding two sentences about the type of surety accepted, as shown below:

Before construction actually commences or while work on the streets is in progress, the department may require the applicant to post a pavement restoration **surety bond**, in such sum as is directed by the department, with the City to guarantee the City compensation for any damage to streets, curbs, sidewalks or public facilities. **The surety may be in the form of cash, letter of credit, or bond in a form approved by the City Attorney and Director of Planning and Public Works. All other provisions of Section 12-21 shall also apply.**

Section 3. The first sentence of Section 26-7 of the City Code, Deposits, which addresses special use permit requirements, is hereby amended by replacing the word “bond” with “surety”.

Section 4. Section 26-7 (2) of the City Code, Surety, is hereby amended to require any bond to be in a form approved by the City Attorney and by deleting any reference to indemnity agreements, as follows:

(2) *Surety.* In lieu of cash escrow, a ~~surety of bond or indemnity agreement~~ **in a form approved by the City Attorney** for not less than one thousand dollars (\$1,000.00) for each permitted site, subject to all the terms and conditions of this article, may be provided, subject to the approval of the City Attorney. In the case of owners, contractors or builders who have previously violated the subject and provisions of this section, the amount of the bond ~~or escrow or indemnity~~ shall be increased in each case based on such previous experience.

Section 5. Section XIII.E of the Tree Manual, Section 27.5-13(e) of the City Code, Installation and Maintenance, concerning landscape proposals is hereby modified by inserting new bullet points (1) and (2) and renumbering the existing bullet points appropriately. The new bullet points shall be as follows:

- (1) *Completion period.* Required landscaping shall be installed within two (2) years of approval of the landscape plan or record plat for a development, whichever is later. Landscaping shall be maintained by the developer for a period of two (2) years after installation is approved by the Department of Planning and Public Works.
- (2) *Extension of completion period.* If, at the end of the landscape installation period, all the landscaping shown on the approved plans has not been completed, the developer may request and the Director of Planning and Public Works may grant, an extension to the completion period for a period of up to one (1) year if after review by the Department of Planning of Public Works such longer period is deemed necessary so long as all guarantees are extended and approved by the City Attorney; provided, that the Director of Planning and Public Works may require as a condition of the extension completion of certain items, execution of a new agreement, recalculation of deposit amounts, satisfaction of new code requirements or other reasonable conditions as may be needed to ensure that the extended agreement fully complies with the terms of this Section.

Section 6. Section XIII.F of the Tree Manual, Section 27.5-13(f) of the City Code, Landscape Bonds, concerning landscape proposals is hereby deleted in its entirety and replaced as follows:

(f) *Landscape Surety.*

- (1) *Surety required.* When the estimated costs of materials for new landscaping shown on the site development plan exceeds one thousand dollars (\$1,000), as determined by a plant nursery, a surety guaranteeing the installation and subsequent maintenance of required landscaping within allotted time periods shall be deposited with the City in conjunction with a deposit agreement. Required sureties shall be posted prior to the signing of any mylar for a record plat or approval of any Municipal Zoning Authorization other than for a display house.
- (2) *Form of surety.* Deposits may be in the form of cash, letter of credit or bond as follows:
  1. Cash deposited with the City Director of Finance and Administration to be held in an interest-bearing account dedicated for that purpose, with all interest accruing to the City to offset administrative and other costs of maintaining the cash deposits;
  2. An irrevocable letter of credit drawn on a local financial institution acceptable to and in a form approved by the City Attorney and the Director of Planning and Public Works. The instrument may not be drawn on any financial institution with whom the developer or a related entity has any ownership interest or with whom there is any joint financial connection that creates any actual or potential lack of independence between the institution and the developer. The letter of credit shall be with a local banking institution in the Greater St. Louis Metropolitan Area of Missouri and not Illinois. The letter of credit shall provide that the issuing institution will pay on demand to the City such amounts as the City may require to fulfill the obligations herein and may be reduced from time to time by a writing of the Director of Planning and Public Works. The letter of credit shall be irrevocable for at least two (2) years and shall state that any balance remaining at the expiration, if not renewed, shall automatically be deposited in cash with the Director of Finance and Administration, unless a new letter of credit is issued and agreed to by the City or the City issues to the institution a written release of the obligations for which the letter of credit was deposited. The developer shall pay a non-refundable fee of two hundred dollars (\$200.00) to the City with submission of a letter of credit and one hundred dollars (\$100.00) for any amendment or extension thereto, to partially reimburse the City's administration and review costs in accepting and maintaining such letter of credit.

3. Bond in a form approved by the City Attorney and the Director of Planning and Public Works.
  4. As an alternative to establishing a separate landscape surety, the landscape surety may be included in the subdivision construction and maintenance deposits, as approved by the Director of Planning and Public Works.
- (3) *Amount of surety.* The amount of the surety required by this Section shall be calculated as follows:
1. *Installation surety.* The surety required of a developer pursuant to Subsection f(1) for installation shall be in the amount of a bid submitted by a landscape company. The bid shall address all items required on the approved plan.
  2. *Maintenance surety.* The surety required of a developer pursuant to Subsection f(1) for maintenance obligations shall be in the amount of 100 percent of the estimate of the cost of installation. The installation deposit may be converted to a maintenance deposit upon approval of the installation or a separate deposit may be established.
- (4) *Deposit agreement.* The deposit agreement shall be entered into with the City of Chesterfield, be in a form approved by the City Attorney, shall require the developer to agree to fulfill the obligations imposed by this Section, and shall have such other terms as the City Attorney may require consistent with this Section.

Section 7. Section XIV of the Tree Manual, Section 27.5-14 of the City Code, Surety and Escrow Procedures, concerning tree preservation is hereby deleted and replaced as follows:

27.5-14 Tree Preservation Surety

- (a) *Surety required.* Prior to the issuance of any grading permit or improvement plan approval, a surety guaranteeing replacement or compensation for irreparable damage to or loss of trees that were shown to be left in place on the approved tree preservation plan shall be deposited with the City in conjunction with a deposit agreement.
- (b) *Guarantee period.* The developer shall be responsible for replacement or compensation for irreparable damage to or loss of trees that were shown to be left in place on the approved tree preservation plan for two (2) years after cessation of grading or completion of required improvements, whichever is later.
- (c) *Amount of surety.* The amount of the surety required by this Section shall be the lesser number calculated as follows:

- (1) \$10,000 per 100 linear feet, or portion thereof, of wooded canopy perimeter to be preserved adjacent to any proposed clearing, grading or other disturbance;
  - (2) \$20,000 per acre of canopy to be preserved. If the developer is protecting more than the required 30% of existing tree canopy, this calculation shall be based on only the required 30%. Surety requirements shall not be increased because a developer is preserving more tree canopy than required.
- (d) *Form of surety.* Deposits may be in the form of cash, letter of credit or bond as follows:
- (1) Cash deposited with the City Director of Finance and Administration to be held in an interest-bearing account dedicated for that purpose, with all interest accruing to the City to offset administrative and other costs of maintaining the cash deposits;
  - (2) An irrevocable letter of credit drawn on a local financial institution acceptable to and in a form approved by the City Attorney and the Director of Planning and Public Works. The instrument may not be drawn on any financial institution with whom the developer or a related entity has any ownership interest or with whom there is any joint financial connection that creates any actual or potential lack of independence between the institution and the developer. The letter of credit shall be with a local banking institution in the Greater St. Louis Metropolitan Area of Missouri and not Illinois. This letter of credit shall provide that the issuing institution will pay on demand to the City such amounts as the City may require to fulfill the obligations herein and may be reduced from time to time by a writing of the Director of Planning and Public Works. The letter of credit shall be irrevocable for at least two (2) years and shall state that any balance remaining at the expiration, if not renewed, shall automatically be deposited in cash with the Director of Finance and Administration, unless a new letter of credit is issued and agreed to by the City or the City issues to the institution a written release of the obligations for which the letter of credit was deposited. The developer shall pay a non-refundable fee of two hundred dollars (\$200.00) to the City with submission of a letter of credit and one hundred dollars (\$100.00) for any amendment or extension thereto, to partially reimburse the City's administration and review costs in accepting and maintaining such letter of credit.
  - (3) Bond in a form approved by the City Attorney and the Director of Planning and Public Works.

- (e) *Deposit agreement.* The deposit agreement shall be entered into with the City of Chesterfield, be in a form approved by the City Attorney, shall require the developer to agree to fulfill the obligations imposed by this Section, and shall have such other terms as the City Attorney may require consistent with this Section.
- (f) *Tree Replacement.* A landscape plan shall be developed for the replacement of trees according to the specifications shown in this tree manual. The total caliper inches of trees to be planted shall equal or exceed the total DBH of trees that were lost.
- (g) *Default.* Failure to replace trees or provide compensation within time frames indicated by written notice shall constitute default and the City of Chesterfield shall be entitled to proceed against the surety. Monies collected shall be used to have replacement trees installed or will be placed in the Tree Preservation Account according to Section XV of this tree manual.

Section 8. Sections 1003.167.12 (1) and (2) of the Zoning Ordinance, Miscellaneous Regulations, which address surety requirements related to temporary structures are hereby amended by deletion of the last sentence of each, concerning surety.

Section 9. Section 1003.167.12 of the Zoning Ordinance, Miscellaneous Regulations, is hereby further amended by addition of the following:

- (5) A bond, in a form approved by the City Attorney and the Director of Planning and Public Works, or cash deposit in the amount of one thousand dollars (\$1,000.00) guaranteeing removal of any such temporary structure or facility shall be posted with the City of Chesterfield prior to issuance of approval.
- (6) Deposits required by this Section shall be in conjunction with a deposit agreement. The deposit agreement shall be entered into with the City of Chesterfield, be in a form approved by the City Attorney, shall require the developer to agree to fulfill the obligations imposed by this Section and shall have such other terms as the City Attorney may require consistent with this Section. The Director of Planning and Public Works shall release the deposit only after the temporary structure is removed and any disturbed areas have been restored and approved by the Department.

Section 10. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

FIRST READING HELD \_\_\_\_\_





# MEMORANDUM

**Date:** November 29, 2007

**To:** Mike Geisel, Director of Planning and Public Works

**From:** Nathan Huckaba<sup>NH</sup>, Engineering Intern

**Re:** Bonds and Sureties

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Thank you for the opportunity to receive invaluable experience working as an Intern for class credit in the field of economics/finance. Your guidance in reviewing the new City forms for bonds, letters of credit, agreements and the proposed ordinance to amend the applicable sections of the City code has been greatly appreciated.

Attached you will find a copy of the spreadsheet detailing surety requirements, proposed forms, and a proposed ordinance to amend the applicable sections of the City code to permit the various forms of surety proposed for each category of work and to require use of standard City forms.

As you are aware, the documents have been reviewed by all staff that was involved with the project. All comments have been addressed.

All attachments can be found electronically in the G:\ESCROW\Bond and Sureties Project folder.

If you need additional information, please let me know.

Cc: Bonnie Hubert, Superintendent of Engineering/Assistant City Engineer

**SURETIES AND GUARANTEES**  
11/29/2007

SURETY TYPE	CONTACT	CITY CODE	STATUS	ACCEPTABLE FORM OF SURETY	STANDARD FORM REQUIRED	ORIGINAL FILE LOCATION	AGREEMENT CURRENTLY REQUIRED	WOULD LIKE AGREEMENT	ORIGINAL AGREEMENT LOCATION	TERM	LOCATION OF EXISTING * TRACKING SYSTEM	WHEN REQUIRED	WHEN RELEASED	BOND / AGREEMENT FILE NAMES (in G:\ESCROWBond and Sureties Project directory)	
GRADING	JEFF PASKIEWICZ	MODIFY SECTION 12-21 TO REQUIRE CITY AGREEMENT	UPDATED FORMS	CASH	---	---	YES	n/a	G:\PUB_WORK\WP50\FORMS\Grading\GRADING SURETY DEPOSIT AGREEMENT.doc	Initial 2+ years w/ extension up to 5+ years	Inspection Record System	PRIOR TO GRADING PERMIT OR IMPROVEMENT PLAN APPROVAL	COMPLETION OF WORK OR ESTABLISHMENT OF SUBDIVISION DEPOSITS	GRADING, RESTORATION AND PRESERVATION AGREEMENT	
				LETTER OF CREDIT	YES	G:\PUB_WORK\WP50\FORMS\Grading\LETTER OF CREDIT FOR GRADING SURETY.doc					G:\PUB_WORK\EXCEL\Grading Permits\GRADING SURETY TRACKING - Letter of Credit				
				OTHER NEGOTIABLE INSTRUMENT	---	---					Inspection Record System				
DOWNSTREAM LAKE PROTECTION	JEFF PASKIEWICZ	OK	UPDATED FORM	BOND	YES	G:\PUB_WORK\WP50\FORMS\Grading\LAKE PROTECTION BOND	NO	Agreement not necessary, verbiage addressed by bond form	n/a	n/a	Inspection Record System	PRIOR TO GRADING PERMIT OR IMPROVEMENT PLAN APPROVAL	POST-CONSTRUCTION SURVEY DOCUMENTING NO IMPACT OR ANY IMPACT MITIGATED	LAKE PROTECTION BOND	
PAVEMENT RESTORATION	JEFF PASKIEWICZ	MODIFY SECTION 12-23 TO ALLOW CASH AND LETTER OF CREDIT	ADDED TO GRADING FORMS AND CREATED PERMIT BOND FORM	CASH	---	---	NO	YES, would make sense to incorporate into surety agreement		Initial 2+ years w/ extension up to 5+ years	Inspection Record System	PRIOR TO GRADING PERMIT OR IMPROVEMENT PLAN APPROVAL	COMPLETION OF HAULING AND VERIFICATION OF PAVEMENT CONDITION	RESTORATION, PERMIT AND PRESERVATION BOND / GRADING, RESTORATION AND PRESERVATION AGREEMENT	
				LETTER OF CREDIT	YES	G:\PUB_WORK\WP50\FORMS\Grading\LETTER OF CREDIT FOR PAVEMENT RESTORATION									
				BOND	NO, need one	---									
SPECIAL USE PERMIT	JEFF PASKIEWICZ	MODIFY SECTION 26-7 TO REQUIRE CITY FORM	CREATED PERMIT BOND FORM	CASH	---	---	PERMIT	NO				PRIOR TO SPECIAL USE PERMIT, GRADING PERMIT OR IMPROVEMENT PLAN APPROVAL	1 YEAR AFTER COMPLETION OF WORK	RESTORATION, PERMIT AND PRESERVATION BOND / PERMIT AGREEMENT	
				BOND	NO	---									
SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT	SUSAN MUELLER	OK	UPDATED FORMS	CASH	---	---	YES	n/a		Initial 2+ years w/ extension up to 5+ years	Escrow Tracking System			SUBDIVISION CONSTRUCTION AGREEMENT	
				LETTER OF CREDIT	YES	---									
				OTHER NEGOTIABLE INSTRUMENT	---	---									
SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT	SUSAN MUELLER	OK	UPDATED FORMS	CASH	---	---	YES	n/a		Initial 2+ years w/ extension up to 6+ years	Escrow Tracking System			SUBDIVISION MAINTENANCE AGREEMENT	
				LETTER OF CREDIT	YES	---									
				OTHER NEGOTIABLE INSTRUMENT	---	---									
TREE PRESERVATION	ANNISSA MCCASKILL-CLAY	MODIFY SECTION 27.5 TO DEFINE SURETIES AND REQUIRE CITY FORMS	ADDED TO GRADING FORMS AND CREATED PERMIT BOND FORM	CASH	---	---	NO	YES		Initial 1 years with extension up to 2 years		PRIOR TO GRADING PERMIT, IMPROVEMENT PLAN APPROVAL		RESTORATION, PERMIT AND PRESERVATION BOND / GRADING, RESTORATION AND PRESERVATION AGREEMENT	
				LETTER OF CREDIT	YES	G:\COMM DEV\LETTER OF CREDIT FOR TREE PROTECTION SURETY									
				BOND	---	---									
TEMPORARY STRUCTURES	ANNISSA MCCASKILL-CLAY	MODIFY SECTION 1003.167.12 TO ALLOW CASH AND REQUIRE CITY AGREEMENT	UPDATED FORMS - AGREEMENT WORKS FOR CASH AND BOND	CASH	---	---	YES, IF CASH	YES	G:\PLANNING\Development Manual\Applications\Application for Temporary Structures		G:\G:\COMM DEV\Temp Structures\Trackers	WHEN CONSTRUCTION TRAILERS NEEDED/WANTED FOR DEVELOPMENT SITES	UPON REMOVAL OF THE TEMPORARY STRUCTURE	TEMPORARY STRUCTURE BOND / TEMPORARY STRUCTURE AGREEMENT	
				BOND	YES										
LANDSCAPE INSTALLATION	ANNISSA MCCASKILL-CLAY	MODIFY SECTION 27.5 TO ALLOW CASH, AND LOC OUTSIDE SUBDIVISION DEPOSIT AND REQUIRE CITY FORMS	UPDATED FORMS AND ADDED TO SUBDIVISION DEPOSIT FORMS AGREEMENT WORKS FOR CASH AND BOND	CASH	---	---	YES, IF CASH	YES		Initially 2 years unless all installed sooner	G:\PLANNING\Planning Trackers	REQUIRED IF THE COST OF LANDSCAPING IS \$2,000 OR MORE	UPON INSTALLATION OF ALL LANDSCAPING	LANDSCAPE BOND / LANDSCAPE AGREEMENT	
				LETTER OF CREDIT	YES	---									
				BOND	YES	G:\PLANNING\Development Manual\Applications\Application for Landscape Review									
LANDSCAPE MAINTENANCE	ANNISSA MCCASKILL-CLAY	MODIFY SECTION 27.5 TO ALLOW CASH, AND LOC OUTSIDE SUBDIVISION DEPOSIT AND REQUIRE CITY FORMS	INCORPORATED INTO INSTALLATION DOCUMENTS ABOVE	CASH	---	---	YES, IF CASH	YES		2 years upon release of the Landscape installation bond	G:\PLANNING\Planning Trackers	UPON RELEASE OF THE LANDSCAPE MAINTENANCE BOND (OFTEN JUST ROLLED OVER)	2 YEARS AFTER ESTABLISHMENT PROVIDED NO LANDSCAPE ISSUES TO BE ADDRESSED	LANDSCAPE BOND / LANDSCAPE AGREEMENT	
				LETTER OF CREDIT	YES	---									
				BOND	YES	G:\PLANNING\Development Manual\Applications\Application for Landscape Review									
<p align="center"><b>ALL LETTERS OF CREDIT ARE IN THE SAME FORM (note: LOCs only accepted for amounts over \$10,000; therefore, they are not applicable to SUPs and temporary structures)</b></p>														STANDARD FORM FOR LETTER OF CREDIT SURETY	

\* Inspection Record System was modified during this process and can now track all sureties

NOTE: Downstream Lake Protection is unique in that the bond requires the surety to perform the work if the developer defaults. In this case, cash and LOC are not acceptable.

NOTE: Due to timely action required for non-performance of subdivision and grading work, bonds are not acceptable

**LAKE PROTECTION BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ (name and address), as Principal, and \_\_\_\_\_  
\_\_\_\_\_ (name and address), as Surety, are held and firmly bound unto City of Chesterfield, as obligee, in the sum of \_\_\_\_\_, to the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, assigns, jointly and severally, firmly by these present.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CONDITION OF THE FOREGOING OBLIGATION IS AS FOLLOWS:**

WHEREAS, said Principal proposes to clear, grade and/or perform construction operations on a certain tract of land located in the City of Chesterfield, Missouri, and

WHEREAS, said Principal has filed with the City of Chesterfield, Missouri a site plan of said tract located at Chesterfield, Missouri. This said Development is to be known as \_\_\_\_\_.

WHEREAS, by virtue of City of Chesterfield ordinance, certain requirements are to be maintained in said Development; that the silt level of \_\_\_\_\_, a downstream water impoundment area, be maintained at its pre-construction level. A pre-construction survey performed and provided to the City prior to the issuance of a permit for any clearing, grading or construction on the site, determines the level of silt of the said downstream impoundment area.

NOW, THEREFORE, the condition of this obligation is such that if the post-construction survey determines that silt level of \_\_\_\_\_, has changed due to runoff from the \_\_\_\_\_ site, then the Principal shall return \_\_\_\_\_ to its pre-construction silt level as is required by the City of Chesterfield, pursuant to ordinance.

If Principal shall fail to restore \_\_\_\_\_ to its pre-construction silt level as required by the City of Chesterfield, then Surety shall obtain a bid or bids to complete work and expend such funds, up to the limit of this bond, as are necessary to return \_\_\_\_\_ to its pre-construction silt level.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be Attorney-in-Fact of \_\_\_\_\_, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he/she duly acknowledged to me that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

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

My Commission Expires \_\_\_\_\_

NOTE: ATTACH POWER OF ATTORNEY

## LANDSCAPE BOND\*

For processing a Landscape Bond, the following steps should be followed:

- A. Submit to the Director of Planning and Public Works a Landscape Installation bid which matches the approved Landscape Plan.
- B. After review and approval of the landscape installation bid by the Director or assigned Staff, submit the Landscape Bond to the Director of Planning and Public Works. This must include the following:
  - 1. Four (4) copies of the Landscape Bond.
  - 2. Four (4) copies of the approved Landscape Installation bid.
  - 3. Four (4) copies of the Landscape Agreement.
- C. The Landscape Bonds are approved by the Department of Planning and Public Works.
- D. The Landscape Bonds are distributed to the surety, the principal, and appropriate Department files.
- E. After installation of landscaping, submit in writing your request for approval of work. The Property will be inspected by the Department of Planning and Public Works Staff and, upon their approval, written notification will be provided that the twenty-four (24) month Maintenance period has begun. Subsequently, after twenty-four (24) months, a follow up inspection will be conducted. Upon approval of maintenance, submit a certification of completion, then written notification to cancel the Landscape Bond will be provided.

*\* ALTERNATIVELY, LANDSCAPE INSTALLATION SURETY MAY BE INCLUDED IN THE SUBDIVISION ESCROW*

**LANDSCAPE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ (name and address), as Principal, and \_\_\_\_\_  
\_\_\_\_\_ (name and address), as Surety, are held and firmly  
bound unto City of Chesterfield, as obligee, in the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), to the payment of which well and  
truly to be made, we bind ourselves, our heirs, executors, administrators, successors, assigns, jointly  
and severally, firmly by these present.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**THE CONDITION OF THE FOREGOING OBLIGATION IS AS FOLLOWS:**

WHEREAS, said Principal has submitted plans to install and maintain certain landscaping  
within a development to be known as \_\_\_\_\_; and

WHEREAS, the landscape plans have been approved and the reasonable estimate of the cost of  
installation of the required improvements is  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_); and

WHEREAS, said sum above will serve as guarantee of both installation and subsequent  
maintenance of required landscaping as provided in Section 27.5 of the City Code.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall  
complete the installation of required landscaping within two (2) years of approval of said landscaping  
plan, and maintain said landscaping for a period of two (2) years after approval of the installation, then  
this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED the term of this bond is as indicated opposite the block checked below:

- Beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ and ending the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.
- Continuous, beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

PROVIDED FURTHER, that if this bond is for a fixed term, it may be continued by Certificate  
executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be  
continued in force and of the number of premiums that shall be payable or paid the Surety shall not be  
liable hereunder for a larger amount, in the aggregate, than the amount of this bond; and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this  
bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in  
writing to the City of Chesterfield.

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

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



**PERMIT BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ (name and address), as Principal,  
and \_\_\_\_\_  
\_\_\_\_\_ (name and address), as Surety, are held and firmly bound unto City of Chesterfield, as  
obligee, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_, to the payment of which well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors, assigns, jointly and severally,  
firmly by these present.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE CONDITION OF THE FOREGOING OBLIGATION IS AS FOLLOWS:**

WHEREAS, said Principal has obtained or is about to obtain from the City of  
Chesterfield a permit for: (check all that apply)

- Excavation on City right of way.
- Performance of construction operations predicated upon preservation of trees  
as indicated on plans for \_\_\_\_\_  
\_\_\_\_\_ (name of development).
- Haul route as indicated on plans for \_\_\_\_\_  
\_\_\_\_\_ (name of development).

WHEREAS, City Code requires work on right of way be guaranteed for one (1)  
year after approval, that any damaged street, sidewalks or curb to be restored to their  
original condition within thirty (30) days after notification, and that the Principal shall  
pay a fine if any preserved tree dies or is damaged beyond repair prior to the issuance of  
any occupancy permits and/or shall be responsible for replacing any tree that dies or is  
damaged beyond repair within a two (2) year period after cessation of grading or  
completion of the required improvements, which ever is less.

WHEREAS, the Principal is required by law to file with the City of Chesterfield a  
bond for the terms and conditions as hereinafter set forth.

NOW, THEREFORE, the condition of this obligation is such that if said Principal  
as such permittee shall indemnify the City of Chesterfield against all losses, costs,  
expenses or damages to it caused by said Principal's non-compliance with or breach of  
any laws, statutes, ordinances, rules or regulations pertaining to such permit issued to the



Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED the term of this bond is as indicated opposite the block checked below:

- Beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- Continuous, beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PROVIDED FURTHER, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond; and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to the City of Chesterfield.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

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



**TEMPORARY STRUCTURE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name and address), as  
Principal, and \_\_\_\_\_ (name  
and address), as Surety, are held and firmly bound unto City of Chesterfield as obligee, in  
the sum of \_\_\_\_\_, to the  
payment of which well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, assigns and representatives.

SIGNED, SEALED, AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CONDITION OF THE FOREGOING OBLIGATION IS AS FOLLOWS:**

WHEREAS, said Principal proposes to improve and develop a certain tract of land  
located in the City of Chesterfield, Missouri; and

WHEREAS, said Principal has filed with the City of Chesterfield, Missouri a site  
plan of said tract described therein as \_\_\_\_\_  
(name of development); and

WHEREAS, by virtue of its responsibility to control land development and  
enabling legislation of the State of Missouri, the City of Chesterfield has adopted an  
ordinance governing the use of land in the incorporated area of the City of Chesterfield;  
and

WHEREAS, in said ordinances, provision has been made whereby the Principal  
may utilize a temporary building or trailer for a construction office, field office or storage  
of materials in connection with development of said tract and subsequent to filing a surety  
bond acceptable to the City of Chesterfield in favor of said City, which shall indemnify  
said City and secure to said City the removal of the temporary building in a manner  
satisfactory to said City, in the event said Principal shall fail to remove same within thirty  
(30) days from the date of the completion of the development.

NOW, THEREFORE, the condition of this obligation is such that if said Principal  
shall complete the removal of the temporary structure as required by the City of  
Chesterfield pursuant to the ordinances adopted by the City of Chesterfield and upon  
obtaining a letter to that effect from the City of Chesterfield, then this obligation shall be  
void, otherwise to remain in full force and effect.

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

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



# IMPORTANT NOTES RELATED TO LETTERS OF CREDIT

## ADMINISTRATIVE FEES REQUIRED (Non-refundable)

\$200 for initial or replacement letter of credit  
 \$100 for any amendment or extension thereof

## LOCAL BANK

Letter of Credit must be drawn on a bank in the St. Louis metropolitan area of the State of Missouri

## EXPIRATION DATES

PURPOSE	INITIAL TERM	FULL AND FINAL EXPIRATION
GRADING SURETY	<i>2 years from date Letter of Credit is issued</i>	<i>3 additional years</i>
LANDSCAPE SURETY	<i>4 years from anticipated date of Landscape Plan approval</i>	<i>1 additional year</i>
PAVEMENT RESTORATION SURETY	<i>2 years from date Letter of Credit is issued</i>	<i>3 additional years</i>
SUBDIVISION CONSTRUCTION DEPOSIT	<i>2 years from anticipated date of Council approval of record plat</i>	<i>3 additional years</i>
SUBDIVISION MAINTENANCE DEPOSIT	<i>2 years from anticipated date of Council approval of record plat</i>	<i>4 additional years</i>
TREE PRESERVATION SURETY	<i>2 years from date of Site Development Plan approval</i>	<i>3 additional years</i>
COMBINATION OF ABOVE	<i>Longest term required</i>	

## EXHIBITS

It is not necessary for the issuing bank to complete the exhibit forms for the specific project; however, it is acceptable for the issuing bank to complete the exhibit forms.

STANDARD FORM OF  
LETTER OF CREDIT

\*\*\*NAME OF ISSUING BANK\*\*\*

\*\*\*Bank Address\*\*\*

\_\_\_\_\_, 20\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of \*\*\*Account Party\*\*\*, \*\*\*Account Party Address\*\*\* (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$\_\_\_\_\_ (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> Grading Surety                   | <input type="checkbox"/> Subdivision Maintenance Deposit |
| <input type="checkbox"/> Landscape Surety                 | <input type="checkbox"/> Tree Preservation Surety        |
| <input type="checkbox"/> Pavement Restoration Surety      | <input type="checkbox"/> Other _____                     |
| <input type="checkbox"/> Subdivision Construction Deposit |  |

as detailed on the accompanying agreements for \_\_\_\_\_  
<<subdivision/development name>>, approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

\*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at \*\*\*Bank Address\*\*\* Attention: \_\_\_\_\_ (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on \_\_\_\_\_, \_\_\_\_\_, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: via Central Bank (ABA No. 086500634) to beneficiary bank First National Bank of St. Louis (ID 081004601) for beneficiary City of Chesterfield, Account 0163647, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or

authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than \_\_\_\_\_

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2006 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at \*\*\*Bank Address\*\*\*. Attention: \_\_\_\_\_, specifically referring thereon to Irrevocable Letter of Credit No. \_\_\_\_\_

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

\*\*\*NAME OF ISSUING BANK\*\*\*

By:



EXHIBIT A  
TO LETTER OF CREDIT  
FORM OF CERTIFICATE FOR "A" DRAWING

\*\*\*Date\*\*\*

\*\*\*Name of Issuing Bank\*\*\*

\*\*\*Bank Address\*\*\*

Attention: \_\_\_\_\_

Re: Your Letter of Credit No. \_\_\_\_\_  
In Favor of City of Chesterfield, Missouri

Gentlemen:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to \*\*\*Name of Issuing Bank\*\*\* (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ \_\_\_\_\_ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # \_\_\_\_\_], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning and Public Works

EXHIBIT B  
TO LETTER OF CREDIT  
FORM OF CERTIFICATE FOR "B" DRAWING

\*\*\*Date\*\*\*

\*\*\*Name of Issuing Bank\*\*\*

\*\*\*Bank Address\*\*\*

Attention:

Re: Your Letter of Credit No. \_\_\_\_\_ in Favor of City of Chesterfield,  
Missouri

Gentlemen:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to \*\*\*Name of Issuing Bank\*\*\* (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$\_\_\_\_\_ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # \_\_\_\_\_], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning and Public Works

EXHIBIT C  
TO LETTER OF CREDIT  
FORM OF NOTICE OF EXPIRATION

\*\*\*Date\*\*\*

City of Chesterfield  
690 Chesterfield Parkway W  
Chesterfield, Missouri 63017

Attention: Director of Planning and Public Works

Re: Our Letter of Credit No. \_\_\_\_\_ in Favor of City of Chesterfield,  
Missouri

Amount:

Expiration Date:

Gentlemen:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very truly yours,

\*\*\*NAME OF ISSUING BANK\*\*\*

By:

Authorized Officer

cc: \*\*\*Account Party\*\*\*

\*\*\*Account Party Address\*\*\*

EXHIBIT D  
TO LETTER OF CREDIT  
FORM OF REDUCTION CERTIFICATE

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

\*\*\*Date\*\*\*

\*\*\*Name of Issuing Bank\*\*\*

\*\*\*Bank Address\*\*\*

Attention:

Re: LETTER OF CREDIT NUMBER: \_\_\_\_\_

IN ORIGINAL AMOUNT OF: \$ \_\_\_\_\_

Gentlemen:

This certificate authorizes reduction in the amount of \$ \_\_\_\_\_ of the above letter of credit.  
The remaining maximum available credit for this letter of credit is \$ \_\_\_\_\_.

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning and Public Works

cc: \*\*\*Account Party\*\*\*  
\*\*\*Account Party Address\*\*\*

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

\*\*\*Date\*\*\*

\*\*\*Name of Issuing Bank\*\*\*

\*\*\*Bank Address\*\*\*

Attention:

Re: LETTER OF CREDIT NUMBER: \_\_\_\_\_

IN ORIGINAL AMOUNT OF: \$ \_\_\_\_\_

FINAL REDUCTION

Gentlemen:

The City of Chesterfield hereby authorizes the final reduction of the letter of credit established for \_\_\_\_\_ . The letter of credit referenced above is hereby being surrendered.

Should you desire additional information, please contact \* \_\_\_\_\_ \*.

By: \_\_\_\_\_  
Director of Planning and Public Works

Enclosures: Letter of Credit

cc: \*\*\*Account Party\*\*\*  
\*\*\*Account Party Address\*\*\*

EXHIBIT F  
TO LETTER OF CREDIT  
FORM FOR FULL TRANSFER OF LETTER OF CREDIT

\*\*\*Date\*\*\*

\*\*\*Name of Issuing Bank\*\*\*

\*\*\*Bank Address\*\*\*

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. \_\_\_\_\_ in favor of City of  
Chesterfield, Missouri

Gentlemen:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [name and address of Transferee] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI

[NAME OF TRANSFEE]

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning and Public Works

Enclosures: Letter of Credit, if applicable

cc: \*\*\*Account Party\*\*\*

\*\*\*Account Party Address\*\*\*

EXHIBIT G  
TO LETTER OF CREDIT  
SIGHT DRAFT

\*\*\*Date\*\*\*

\*\*\*Name of Issuing Bank\*\*\*

\*\*\*Bank Address\*\*\*

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. \_\_\_\_\_ in favor of City of  
Chesterfield, Missouri

Gentlemen:

Pay on demand to \_\_\_\_\_ the sum of U.S. \$ \_\_\_\_\_. This  
draft is drawn under your Irrevocable Letter of Credit No. \_\_\_\_\_.

CITY OF CHESTERFIELD, MISSOURI

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

Name: \_\_\_\_\_

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

-or-

\_\_\_\_\_  
[Insert Lender's name]

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

Name: \_\_\_\_\_

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

**GRADING/PAVEMENT RESTORATION/TREE PRESERVATION SURETY  
DEPOSIT AGREEMENT**

THIS SURETY DEPOSIT AGREEMENT made and entered into by \_\_\_\_\_, herein called APPLICANT, \_\_\_\_\_, herein called SURETY HOLDER (strike through this party if cash deposited with City), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the APPLICANT has submitted plans, information and data to the CITY for the work to be done at \_\_\_\_\_ and requested approval of same; and

WHEREAS, Section 12-21 of the City Code provides inter alias that a grading permit shall be issued upon the approval of the Department of Planning and Public Works and the APPLICANT depositing with the CITY a surety to guarantee the performance, restoration, maintenance and/or rehabilitation of said site based upon the approved grading plans and the approved Storm Water Pollution Prevention Plan (SWPPP), and that such deposits shall be in conjunction with a deposit agreement; and

WHEREAS, Section 12-23 of the City Code provides inter alias for posting of a pavement restoration surety regarding repair of damage to streets, curbs, sidewalks or public facilities by trucks, hauling or grading equipment engaged in grading activities; and

WHEREAS, Section 27.5-14 of the City Code provides inter alias for posting of a tree preservation surety to ensure protection and survivability of trees prior to, during, and after construction.

NOW THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the APPLICANT has established a SURETY in an amount as required by the Department of Planning and Public Works by: (check all that apply)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the SURETY HOLDER.
- Submitting a \_\_\_\_\_ (type of negotiable instrument acceptable to the City) endorsed to the CITY and issued by the SURETY HOLDER.
- Submitting a separate Permit Bond for Pavement Restoration and/or Tree Preservation if not included in the grading surety indicated above.



Said SURETY deposit guarantees: (check all that apply)

- the performance, restoration, maintenance and/or rehabilitation of the permitted site based upon the approved grading plans and approved SWPPP (Grading Work).
- the restoration of any damaged City streets, sidewalks, curbs, or public facilities to their original condition within 30 days after notification (Pavement Restoration).
- the Developer shall pay a fine to the City if any preserved tree dies or is damaged beyond repair prior to the issuance of any occupancy permits and/or the Developer shall be responsible for replacing any tree that dies or is damaged beyond repair within a (2) year period after cessation of grading or completion of the required improvements, which ever is less (Tree Preservation).

2. That the SURETY will be held by the CITY or the SURETY HOLDER, as applicable, until such time as release is authorized by the Department of Planning and Public Works. The SURETY deposit may be subject to special audit of the CITY from time to time.

3. That in the event the Department of Planning and Public Works should determine the SURETY is insufficient to guarantee the Grading Work, Pavement Restoration and/or Tree Preservation identified as applicable under Paragraph 1 above, the APPLICANT shall deposit additional surety with the CITY in an amount determined by the Department of Planning and Public Works within fifteen (15) days after receiving notification from the CITY. If the APPLICANT does not deposit the additional surety with the CITY, the CITY may issue a stop work order as outlined in Section 12-27(f) of the City Code.

4. That the CITY may perform, or have performed, any work necessary to restore, maintain, and/or rehabilitate the permitted site based upon the approved grading plan, approved SWPPP, and/or requirements of Chapter 12 of the City Code or to restore any damaged City streets, sidewalks, curbs, or public facilities to their original. All costs incurred in the performance of this work shall be charged against the SURETY the APPLICANT deposited for the permit.

5. That by applying for a grading permit, the APPLICANT, and the owner of the property if other than the APPLICANT, consents to the CITY or its contractor entering the property and holds them harmless regarding any work that they perform.

6. That any applicable portion of the deposit not expended by the CITY hereunder shall be refunded when the grading operation, pavement restoration, or tree preservation time period is complete and the soil and drainage conditions are stabilized to the satisfaction of the CITY.

7. That the SURETY HOLDER shall only release or disburse the SURETY, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning and Public Works addressed to the SURETY HOLDER.

8. That in the event of any legal action taken by the CITY against the APPLICANT or SURETY HOLDER to enforce the provisions of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement.

9. That there shall be no assignment by APPLICANT or SURETY HOLDER under the terms of this agreement without written approval of the CITY.

10. That the APPLICANT and SURETY HOLDER will immediately inform the CITY of any changes of address for either party during the period of the Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the APPLICANT or SURETY HOLDER, as the case may be, in default and may immediately order the payment of all remaining sums held by the SURETY HOLDER, or forfeiture of funds held by the CITY, to the CITY without further legal process.

11. That no forbearance on the part of the CITY in enforcing any of its rights under this Agreement shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

ATTEST: (SEAL)

APPLICANT: \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:  
  
Firm Address:  
  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST: (SEAL)

SURETY HOLDER: \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:  
  
Firm Address:  
  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Required attachments:

- APPLICANT'S ACKNOWLEDGEMENT (individual, corporate or LLC) \_\_\_\_\_
- BANK OFFICIAL'S ACKNOWLEDGEMENT (unless cash is deposited) \_\_\_\_\_
- OWNER'S ACKNOWLEDGEMENT (if different than applicant) \_\_\_\_\_







ACKNOWLEDGEMENT OF INDIVIDUAL APPLICANT

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that said agreement was signed and sealed by him/her/them as a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

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

My Commission Expires:

ACKNOWLEDGEMENT OF OWNER (IF DIFFERENT THAN APPLICANT)

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

As owner of the property for which application for grading work has been submitted, I hereby acknowledge application being made to perform grading work on my property and consent to the City or its contractor entering the property as necessary and hold them harmless regarding any work that they perform.

\_\_\_\_\_  
Type Name:

\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she signed the above statement as his/her, free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

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

My Commission Expires:

**LANDSCAPE AGREEMENT**

THIS LANDSCAPE DEPOSIT AGREEMENT made and entered into by \_\_\_\_\_, herein called DEVELOPER, \_\_\_\_\_, herein called SURETY HOLDER (strike through this party if cash deposited with City), and the City of Chesterfield, Missouri, herein called CITY.

WHEREAS, said DEVELOPER has submitted plans to install and maintain certain landscaping within a development to be known as \_\_\_\_\_; and

WHEREAS, the landscape plans have been approved and the reasonable estimate of the cost of installation of the required improvements is \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America; and

WHEREAS, said sum above will serve as guarantee of both installation and subsequent maintenance of required landscaping as provided in Section 27.5 of the City Code; and

WHEREAS, Section 27.5 of the City Code provides inter alias that the commencement of said landscape installation may be approved by the CITY upon the DEVELOPER submitting a satisfactory landscape agreement guaranteeing the installation and maintenance of the landscape improvements in accordance with the approved plans, that said DEVELOPER shall complete the installation of required landscaping within two (2) years of approval of said landscaping plan by the City, and maintain said landscaping for a period of two (2) years after approval of the installation.

NOW THEREFORE, in consideration of the covenants, promises, and agreements herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a LANDSCAPE SURETY in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the SURETY HOLDER.
- Submitting a Bond in the form required by the CITY.
- Establishment of Subdivision Deposits that include landscaping costs.

Said LANDSCAPE SURETY guarantees the DEVELOPER will complete the installation and perform the maintenance obligations regarding landscape improvements, in the



development known as \_\_\_\_\_, all in accordance with the approved plans, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating the same.

2. That the LANDSCAPE SURETY shall be held in escrow by the CITY or the SURETY HOLDER, as applicable, until such time as releases are authorized by the Department of Planning and Public Works.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the installation of landscape improvements within two (2) years of approval of the Landscape Plan and the maintenance of the landscape improvements, for two (2) years after the installation is approved by the CITY. The DEVELOPER shall notify CITY in writing when they consider the installation to be completed and ready for inspection/approval. The DEVELOPER shall furnish, upon completion of the maintenance of said improvements, a Certificate of Completion.

4. That the LANDSCAPE SURETY shall be retained by the CITY OR SURETY HOLDER to guarantee installation and maintenance of the required improvements and, in addition to being subject to the remedies of Section 27.5 and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning and Public Works to defray or reimburse any cost to the CITY of installation, maintenance or repair of improvements related to the landscaping which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning and Public Works shall provide the DEVELOPER with a written demand and opportunity to perform the work before having such work performed by the CITY or its agents. The Director of Planning and Public Works shall have the authority to require the LANDSCAPE SURETY to be replaced or replenished, by the DEVELOPER, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the SURETY was drawn upon by the CITY.

5. That in the event the CITY should determine that the LANDSCAPE SURETY is insufficient, the CITY will so notify the DEVELOPER who shall within thirty (30) days of said notice deposit additional sums with the CITY or have the amount of other forms of LANDSCAPE SURETY increased as required, and said additional sum will be subject to the terms of this LANDSCAPE AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said development until the additional amount is established.

6. That the SURETY HOLDER, in accordance with paragraphs 2 and 4 above, shall only release or disburse the SURETY upon receipt of a written authorization from the said Department of Planning and Public Works addressed to the SURETY HOLDER, which authorization may be for payment, as provided in Section 27.5 of the City Code.

7. That when the SURETY HOLDER has disbursed all sums as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning and Public Works shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations, including payment of all sums due, are shown to be satisfied on inspection

thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning and Public Works.

9. That there shall be no assignment by DEVELOPER or SURETY HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligations hereunder as may be determined by the CITY or if the DEVELOPER shall abandon the development or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the LANDSCAPE SURETY be paid to the CITY without further legal process, to be used to complete and maintain the landscape improvements as set out under the terms hereof.

11. That no forbearance on the part of the CITY in enforcing any of its rights under this Agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ A.D.

ATTEST: (SEAL)

DEVELOPER: \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:  
Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST: (SEAL)

SURETY HOLDER: \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:  
Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

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







**SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT**

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by \_\_\_\_\_, herein called DEVELOPER, \_\_\_\_\_, herein called ESCROW HOLDER (strike through this party if cash deposited with City), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as \_\_\_\_\_ in accordance with Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably estimated and determined that the cost of construction, installation and completion of said improvements, all in accordance with the provisions of said governing ordinance and Subdivision Regulations, as amended, will be in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of \_\_\_\_\_, DOLLARS (\$ \_\_\_\_\_) lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.
- Submitting a \_\_\_\_\_ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in \_\_\_\_\_ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Department of Planning and Public Works. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.



6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning and Public Works addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

ATTEST: (SEAL)

DEVELOPER: \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:  
  
Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST: (SEAL)

ESCROW HOLDER: \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:  
  
Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Director of Planning and Public Works

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

**BANK OFFICIAL'S ACKNOWLEDGMENT**

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_(title) of \_\_\_\_\_ (name of bank), a \_\_\_\_\_ (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said \_\_\_\_\_ (title) acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

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

My Commission Expires:

CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_(title) of \_\_\_\_\_ (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as \_\_\_\_\_ (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires:



# EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

**SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT**

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by \_\_\_\_\_, herein called DEVELOPER, \_\_\_\_\_, herein called CREDIT HOLDER (strike through this party if cash deposited with City), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as \_\_\_\_\_ in accordance with Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably estimated and determined that the cost of maintenance of the required improvements, based on the cost of construction of said improvements, all in accordance with the provisions of said subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision Regulations; and



WHEREAS, the Subdivision Regulations provide inter alia that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.
- Submitting a \_\_\_\_\_ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in \_\_\_\_\_ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning and Public Works.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning and Public Works. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been

inspected and accepted by the appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 1005.080 Subsection (G) and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning and Public Works to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning and Public Works shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning and Public Works shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning and Public Works may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total

maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning and Public Works addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning and Public Works shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning and Public Works. This release shall in no way be construed to indemnify or release any person from any civil liability that

may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

ATTEST: (SEAL)                      **DEVELOPER:** \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:

Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST: (SEAL)                      **CREDIT HOLDER:** \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:

Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Director of Planning and Public Works

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

**BANK OFFICIAL'S ACKNOWLEDGMENT**

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_(title) of \_\_\_\_\_ (name of bank), a \_\_\_\_\_ (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said \_\_\_\_\_ (title) acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

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

My Commission Expires:

**CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_(title) of \_\_\_\_\_ (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as \_\_\_\_\_ (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires:





**TEMPORARY STRUCTURE DEPOSIT AGREEMENT**

THIS TEMPORARY STRUCTURE DEPOSIT AGREEMENT made and entered into by \_\_\_\_\_, herein called APPLICANT, and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, said APPLICANT proposes to manage the improvement and development of a certain tract of land located in the City of Chesterfield, Missouri, for \_\_\_\_\_ (developer); and

WHEREAS, said APPLICANT or developer has filed with the CITY, a plan proposing development of said tract described therein as \_\_\_\_\_ (name of development); and

WHEREAS, by virtue of its responsibility to control land development and enabling legislation of the State of Missouri, the CITY has adopted an ordinance governing the use of land in the incorporated area of the City of Chesterfield; and

WHEREAS, in said ordinances, provision has been made whereby the APPLICANT may utilize a temporary building or trailer for a construction office, field office, or storage of materials in connection with development of said tract subsequent to filing a refundable deposit acceptable to the CITY and shall remove said temporary building or trailer within thirty (30) days from the date of the completion of the development.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the APPLICANT has established a DEPOSIT in an amount as required by the Department of Planning and Public Works by: (check one)

- Depositing cash with the City.
- Submitting a Bond in the form required by the CITY.

Said DEPOSIT guarantees the APPLICANT will site only the temporary building or trailer approved at the location approved by the CITY and shall remove same as required by the CITY pursuant to the ordinances adopted by the CITY.

2. That the DEPOSIT will be held by the CITY until such time as release is authorized by the Department of Planning and Public Works.

3. That if the APPLICANT fails to remove the temporary building or trailer upon obtaining a letter to that effect from the CITY, the CITY may perform, or have performed, any work necessary to remove the trailer and restore the site, in which case the DEPOSIT will be forfeited.

4. That the APPLICANT consents to the CITY or its contractor performing the work and holds them harmless regarding any work they perform.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ A.D.

ATTEST: (SEAL)

APPLICANT: \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:

Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF CHESTERFIELD

BY: \_\_\_\_\_

Name: \_\_\_\_\_

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







**Public Works Director/City Engineer**  
 690 Chesterfield Parkway West  
 Chesterfield, MO 63017-0760  
 636-537-4762  
 FAX: (636) 537-4798



## SPECIAL USE PERMIT

Date:		Permit #	SU- -07
Application Order #		Map Location	

**The Public Works Director of the City of Chesterfield, Missouri, hereby grants permission to:**

Name:		Address			
Day Phone #		Emergency#	Same		
Install a Water Tap	Install a Driveway	Make a Sewer Connection	Other -- Describe below		
Description:					
Location:					
Conditions:	Sod	Sod & Concrete	Concrete		

**\*Notification should be given to this Division 24 hours prior to commencing work @ (636) 537-4762.**

Provided that the permittee refill such excavation or restore, repair, or replace all areas disturbed or affected in accordance with conditions established by the Public Works Director, and in accordance with the laws of the State of Missouri and the Ordinances of the City of Chesterfield.

***The work is to be completed within thirty (30) days from the date of this permit unless an extension of time is granted by the Public Works Director.***

All work authorized by this permit is subject to those conditions attached hereto and those set forth in Ordinance #1337, and acceptance of this permit constitutes an acceptance of such conditions.

Brian K. McGownd, Public Works Director/City Engineer

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

Total # of Units		Billable # of Units		Permit Fee \$	
Check	Cash	To be billed			

Final inspection made and completed work approved by:

\_\_\_\_\_

Date \_\_\_\_\_

cc: Police Department

## PERMIT CONDITIONS

PERMIT NO: SU- -07

DATE:

All items indicated below shall be applicable to the work authorized under this permit:

1.  See approved plan dated \_\_\_\_\_
2.  All pipe line trenching along \_\_\_\_\_ where the edge of the trench is less than three (3) feet from the existing edge of roadway pavement will require granular backfill.
3.  All existing pipe, greater than eight (8) inches in diameter within the public road right-of-way, abandoned as a result of the work contemplated under this permit shall be removed or plugged and filled with a concrete grout mixture in accordance with this Department's criteria.
4.  Pavement to be kept free and clear of mud, rock and debris at all times.
5.  No excavated materials to be stored on pavement overnight.
6.  Excavation and/or open trenches along \_\_\_\_\_ right-of-way to be covered and protected at all times other than during working operations.
7.  Flagmen, barricades and other safety devices required by this work to be provided as directed by this Department.
8.  No pavement cuts authorized under this permit.
9.  Construction equipment shall be located on the pavement surface so as to maintain at least one (1) lane of traffic during working hours. Such equipment shall be shielded with barricades, cones, etc., to handle traffic as provided in Item 7 above. Street shall be returned to normal two-way traffic at the end of each workday.
10.  All disturbed earth areas within the road right-of-way shall be regraded and sodded following completion of work.
11.  Following completion of construction, all temporary materials shall be removed and the roadway right-of-way restored to its original condition. Existing improvements damaged within the road right-of-way shall be replaced as directed by this Department.
12.  All work authorized under this permit must be performed by a plumbing company licensed and bonded in St. Louis County.
13.  All work affecting traffic movement along \_\_\_\_\_ shall be accomplished between the hours of 8:00 a.m. and 4:00 p.m.
14.  All grading shall be in conformance with this Department's standards, siltation devices shall be installed and maintained by the applicant as directed by this Department.
15.  All disturbed streets and sidewalks will require full slab replacement joint to joint.
16.  All work to be in accordance with the attached St. Louis County Standard Drawings.
17.  Handicap ramps disturbed during construction shall be replaced in accordance with City of Chesterfield standards, see attached