



City of Chesterfield

PLANNING & DEVELOPMENT SERVICES DIVISION

SURETY DEPOSIT AGREEMENT FOR GRADING, PAVEMENT RESTORATION, OR TREE PRESERVATION

A separate agreement is required for each type of surety deposit required. Surety deposit agreements shall not be combined. For example, if both a tree preservation surety deposit and a grading surety deposit are required, two individual agreements shall be submitted. For questions about surety agreements, please contact the “Planner of the Day” at (636)-537-4733.

INSTRUCTIONS

1. Please complete the entire agreement and relevant attachments.
2. Under item #1, select one checkbox identifying the form of surety and one checkbox identifying the category being guaranteed.
3. If the surety deposit is made in a form other than cash, the financial institution serving as the surety holder must sign the agreement.
4. Corporations must seal the agreement with an official corporate seal. This requirement does not apply to Limited Liability Companies (LLCs).
5. The *Bank Official’s Acknowledgement* form is to be completed by the financial institution serving as the surety holder.



SURETY DEPOSIT AGREEMENT

This Surety Deposit Agreement is being submitted to the City for: *(check only one that applies)*

- _____ Grading Surety
- _____ Pavement Restoration Surety
- _____ Tree Preservation Surety

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, Article 04, Section 04-11 of the Unified Development Code provides inter alias that a grading permit shall be issued upon the approval of the Planning and Development Services Division 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, Article 04, Section 04-11 of the Unified Development 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, Article 04, Section 04-02 of the Unified Development 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 Planning and Development Services Division by: *(check only one that applies)*

- 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.

Said SURETY deposit guarantees: (*check only one that applies*)

- GRADING: The performance, restoration, maintenance and/or rehabilitation of the permitted site based upon the approved grading plans and approved SWPPP.
- PAVEMENT RESTORATION: The restoration of any damaged City streets, sidewalks, curbs, or public facilities to their original condition within 30 days after notification.
- TREE PRESERVATION: 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 two (2) year period after cessation of grading or completion of the required improvements, whichever is less.

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 Planning and Development Services Division. The SURETY deposit may be subject to special audit of the CITY from time to time.

3. That in the event the Planning and Development Services Division 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 Planning and Development Services Division 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 condition. All costs incurred in the performance of this work shall be charged against the SURETY which 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 Planning and Development Services Division 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)

Name: _____
Title: _____

APPLICANT: _____
BY: _____
Name: _____
Title: _____
Firm Address:

ATTEST: (SEAL)

Name: _____
Title: _____

SURETY HOLDER: _____
BY: _____
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) _____

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 American, 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 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 official seal in County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

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: