


Faithful Performance Bond/Certificate of Deposit Application City of Temecula Planning Department

		Planting, Wall and/or Fence Installation	Date Stamp
		Landscape Maintenance	
		Model Home Conversion	
		Sales Trailer Removal	

TOTAL BOND/CERTIFICATE OF DEPOSIT AMOUNT \$ _____

- Planting Installation Bond/Certificate of Deposit Amount \$ _____
- Wall and/or Fencing Installation Bond/Certificate of Deposit Amount \$ _____
- Planting Maintenance Bond/Certificate of Deposit Amount \$ _____
- Model Home Conversion Bond/Certificate of Deposit Amount \$ _____
- Sales Trailer Removal Bond/Certificate of Deposit Amount \$ _____

Legal Description of Property _____
 _____ also known
 as Planning Application No. _____.

WHEREAS, the City of Temecula, State of California, and _____
 (herein after designated as "Principal") has entered into the attached Agreement whereby Principal
 agrees to:

- Install and complete the above-designated planting, wall and/or fence improvements.
- Maintain the above designated planting improvements until _____.
- Remove all fencing, landscaping, sales offices, pedestrian walkways, parking lots, etc. associated
 with the Model Home Complex and convert the lots to the individual single family homes.
- Remove the Sales Trailer and any associated improvements and restore the site to its original
 condition.

WHEREAS, said Principal is required under the terms of said Agreement to furnish a
 Bond/Certificate of Deposit for the faithful performance of said Agreement:

NOW, THEREFORE, WE, the Principal and _____, as surety,
 are held and firmly bound unto the City of Temecula:

1. Concurrently with executing this Agreement, the Principal will provide a Bond/Certificate of Deposit in the name of the City of Temecula, California in the sum of \$ _____.

2. The condition of this Bond/Certificate of Deposit is such that the obligation shall become null and void if the above bounded Principal, his or their heirs, executors, administrators, successors, and/or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions of said agreement.

3. In the event the Principal fails to comply with the terms and conditions of said agreement, the City may use the Bond/Certificate of Deposit to complete the work authorized by said agreement, and to make the premises covered by the Permit safe to life and property to the satisfaction of the Planning Director. Further, the Principal will pay to the City of Temecula all costs and expenses incurred by the City not otherwise covered by the deposit/Certificate of Deposit.

4. As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

5. The Principal/Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Agreement, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said agreement.

6.a. The Bond/Certificate of Deposit amount shall be held as security until the work covered by the Agreement is complete, the final building is complete and the final building inspection has been approved by the Chief Building Official. The Bond/Certificate of Deposit shall be reduced as follows; 100% of the Bond/Certificate of Deposit amount for the wall and/or fence and 90% of the Bond/Certificate of Deposit amount for the planting. The remaining Bond/Certificate of Deposit amount shall be held as security until the end of the one year maintenance period. When the work covered by the agreement is complete and the one year maintenance period has expired, the Bond/Certificate of Deposit shall be completely or partially released upon successful inspection by the Director of Community Development.

6.b. The Bond/Certificate of Deposit amount shall be held as security until the end of the one year maintenance period. When the work covered by the Agreement is complete and the one year maintenance period has expired, the Bond/Certificate of Deposit shall be completely or partially released upon successful inspection by the Director of Community Development.

6.c. The Bond/Certificate of Deposit amount shall be held as security until the work covered by the Agreement is complete, the Model Home Complex is fully converted to single family homes which may be sold individually. When the work covered by the agreement is complete and the fencing, landscaping, sales office, pedestrian walkways, parking lot etc. have been removed and the lots have been converted to individual single family homes, the Bond/Certificate of Deposit shall be completely or partially released upon successful inspection by the Director of Community Development.

6.d. The Bond/Certificate of Deposit amount shall be held as security until the work covered by the Agreement is complete, the sales trailer and any associated improvements are removed and the site is restored to its original condition, the Bond/Certificate of Deposit shall be completely or partially released upon successful inspection by the Community Development Director.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on this _____ day of _____, 200__.

NAME OF PRINCIPAL: _____

AUTHORIZED SIGNATURE(S):
(Signatures of two corporate officers required for corporation)

Name

Title

Name

Title

AUTHORIZED SIGNATURE: _____

Name

Attach Power of Attorney

APPROVED AS TO FORM:

Peter Thorson
City Attorney

NOTARY ACKNOWLEDGEMENT REQUIRED FOR SIGNATURE OF PRINCIPAL AND SURETY

STATE OF CALIFORNIA)
COUNTY OF _____)ss.
CITY OF _____)

On _____, before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

**Agreement Application
City of Temecula Planning Department**



	Planting, Wall and/or Fence Installation	Date Stamp
	Landscape Maintenance	
	Model Home Conversion	
	Sales Trailer Removal	

This Agreement, made and entered into by and between the City of Temecula, State of California, hereinafter called City, and _____, hereinafter called Owner.

WITNESSETH

1. Owner, for and in consideration of ____ issuance of building permits, ____ issuance of the final release in the development known as Planning Application No. _____ agrees, at Owner's own cost and expense:

- To furnish all labor, equipment and material necessary to perform and complete in a good and workmanlike manner, all ___ planting, ___ wall and/or fence improvements in accordance with the approved plans in the development of said project which have been approved by the City of Temecula, and are on file in the Office of the City of Temecula Planning Department and to do all work incidental thereto in accordance with the standards set forth in Title 17 of the Temecula Municipal Code, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Director of Community Development and shall not be deemed complete until the Community Development Director makes approval of the final planting inspection. Per the attached estimate, the full cost of said work and improvements is in the sum of _____ dollars (\$_____).

- To maintain the _____ planting _____ walls/fences following the approval of the installation for one year and during this period to restore, repair or replace to the satisfaction of the Community Development Director any defective work or labor done or defective materials furnished. Per the attached estimate, the full cost of said work and improvements is in the sum of _____ dollars (\$_____).

- To remove all fencing, landscaping, sales offices, pedestrian walkways, parking lot, etc. associated with the model home complex and convert the lots to individual and/or single family homes. Per the attached estimate, the full cost of said work and improvements is in the sum of _____ dollars (\$_____).

- To remove the sales trailer and any associated improvements and restore the site to its original condition. Per the attached estimate, the full cost of said work and improvements is in the sum of _____ dollars (\$_____).

FOR A TOTAL SUM OF _____ DOLLARS (\$_____).

2. Owner agrees to pay to the City the actual cost of such inspections of the works and improvements as may be required by the Director of Community Development. Owner further agrees that if suit is brought upon this Agreement or any bond guaranteeing the completion of the planting, wall and/or fence or maintenance of such improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Owner(s) including reasonable attorney's fees, and that upon entry of judgment such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

3. City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion of approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Owner, his agents or employees in the performance of the work, and all of said liabilities are assumed by Owner. Owner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of or arising out of the acts of omissions of Owner, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

4. The Owner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the lands of the above referenced project for the purpose of completing the improvements. This permission shall terminate in the event that the Owner has completed the work within the time specified or any extension thereof granted by the Director of Community Development.

5. Owner agrees at all times, up to the completion and approval of the final planting inspection by the Director of Community Development, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions.

6. The Owner, his agents and employees, shall give notice to the Director of Community Development at least 48 hours before beginning any work and shall furnish said Director of Community Development all reasonable facilities for obtaining full information respecting the progress and manner of work.

7. If the Owner, or his contractor, agents, or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extension of time as has been granted by the Director of Community Development, or if the Owner violates, neglects, refuses or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The Director of Community Development shall have the power to terminate all rights of the Owner because of such default. The determination by the Director of Community Development of the question as to whether any of the terms of the Agreement or specifications have been violated or have not been performed satisfactorily shall be conclusive upon the Owner and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

8. The Owner agrees to file with City prior to the date this Agreement is executed, a good and sufficient improvement and/or maintenance Bond or Certificate of Deposit in an amount not less than ten (10%) percent of the estimated cost of the planting as described in Section 1 for the faithful performance of the terms and conditions of this Agreement.

9. It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to modify the scope of work or extend the time of completion of the work contemplated to be done under this Agreement such modifications or extensions of time may be made by the Director of Community Development either at his own option or upon request of the Owner, and such modification or extension shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds. Owner further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this Agreement, including any modifications or extensions of time as may be made.

10. It is understood and agreed by the Owner that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

11. Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

CITY OF TEMECULA

City of Temecula
Director of Community Development
41000 Main Street
Temecula, CA 92590

Date: _____

By: _____
Director of Community Development

OWNER

IN WITNESS WHEREOF Owner has affixed his name, address and seal.

Dated: _____

By: _____
Name
Title: _____

By: _____
Name
Title: _____

APPROVED AS TO FORM:

Peter Thorson, City Attorney

NOTARY ACKNOWLEDGEMENT REQUIRED FOR SIGNATURE OF PRINCIPAL AND SURETY

STATE OF CALIFORNIA)
COUNTY OF _____)ss.
CITY OF _____)

On _____, before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

ATTACH LANDSCAPE COST ESTIMATE

LANDSCAPE BOND PROCEDURES

GENERAL QUESTIONS

1. What projects are required to have a landscape bond?

Landscape bonds are required for all Industrial, Commercial, and Multi-Family projects that are installing new landscaping.

2. Why require landscape bonds?

Landscape Bonds ensure that newly installed landscaping will be maintained and kept thriving during the first year of all four seasons.

3. Where does the bond amount come from?

The bond shall be 10% of the approved cost estimate.

4. Where does the cost estimate come from?

Construction landscape plans are required to be approved before issuance of Building Permits. The City Landscape Consultant will review the plans (both irrigation and planting plans). During this review, our consultant will ask for a cost estimate for installing and maintaining the landscape. Once the consultant approves both the construction landscape plans and cost estimate, the planner will staple the cost estimate to the construction plans and stamp both the plans and the cost estimate. The planner should route a copy of the approved plans and cost estimate to the City Landscape Consultant, the applicant, and keep one for the file. This approved cost estimate will be used to determine the bond amount.

5. Can an applicant set up a CD (Certificate of Deposit) in place of a Bond?

Yes. The CD must be made payable to the City of Temecula. The CD will be held by the City of Temecula for at least one year. The procedure for obtaining and releasing a CD is the same as completing a bond application.

OBTAINING A LANDSCAPE BOND

Once construction landscape plans are approved and before the Planner releases occupancy, the applicant must submit a Faithful Performance Bond application to the Planning Department (this application is located in the "Forms" drawer behind the front counter). When the applicant submits the completed application, the Planner will route the application to the Director of Community Development for signature. The Planner will then route the application with a memo to the City Finance Department for review. The memo must include the following information:

Planning Application No.:

Applicant:

Surety:

Bond/CD No.:

Amount of Bond/CD:

Once reviewed and approved, the Finance Department will route the application to the City Clerk's office to obtain a signature from the City Attorney. Once the City Attorney signs the application, the City Clerk's office will file the bond application until a bond release is requested one year later.

RELEASING A LANDSCAPE BOND

After one year of bond approval from the City, the applicant should contact the Planning Department and request to have the bond released. A landscape inspection fee will be due at this time based on the current fee schedule.

The Senior Planner will assign the landscape bond release request to a Planner. The Planner will be required to pull the original file, which contains the stamped approved conceptual landscape plans and schedule a site visit to view the landscaping. The Planner should verify plant quantity and location of the plantings and also identify any unhealthy looking plants. If there are any missing or unhealthy plants, the Planner will notify the applicant by letter that the bond will not be released until the site is in compliance with the approved landscape plan. If City staff determines that landscaping is greatly deficient, the City Landscape Consultant will be called for a follow up site inspection. If the site is in compliance, the Planner will send an email to the City Clerk's office requesting that the bond be released. Below lists the information that will be needed in the memo to the City Clerk's office:

Planning Application No.:

Indicate Bond or CD:

Bond/CD Number:

Bond/CD Amount:

Name and address of Surety Company:

Name and address of Applicant: