

Article 17 of the Zoning Ordinance requires landscaping for particular types of development. Refer to OMPC Form L1 or Article 17. Required landscaping must be properly installed or surety posted per this form, prior to issuance of construction permits.

Date received by Planning Office
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**Landscape Plan Drawing Check type submitted**

<input type="checkbox"/> Construction permit landscape plan	301
<input type="checkbox"/> Final Development Plan	121
<input type="checkbox"/> Major Subdivision Preliminary Plat	132
<input type="checkbox"/> Major Subdivision Final Plat	133

**Project / Landscape Contractor Information**

Name / Address of Project
O'boro City Limits? <input type="checkbox"/> Inside <input type="checkbox"/> Outside <input type="checkbox"/> To be annexed
Landscape Contractor
Contractor's Day Telephone

**Person/Company Posting Surety Information**

Company Name
Contact Person
Address
Day Telephone

**Zoning of Properties**

SUBJECT	North	East	South	West

**All Required Materials Shall Meet Minimum Specifications!**

**All required materials should be inspected prior to installation to assure they will meet minimum specifications. Any materials not meeting specifications or improperly installed shall be removed and replaced by proper materials.**

LANDSCAPING MATERIAL	MIN. DIMENSIONS AT PLANTING
<b>SHRUBS &amp; HEDGES:</b>	
Vehicular use area perimeter (parking lots or areas)	24" in height
Property perimeter (zoning buffer)	36" in height
DECIDUOUS TREES capable of 15' mature crown spread	1-3/4" trunk diameter or 10' in height
EVERGREEN TREES	5' in height, and 1-1/2" trunk diameter, and 3' in spread
See Form L1 for other minimum specifications	

**Surety Materials to Submit**

ITEMS	FORM
Landscape Plan Drawing	L2
Project / Developer / Zoning Information	L2
Landscaping Cost Estimate	L2
<b>TYPE OF SURETY:</b>	
<input type="checkbox"/> Certified Check OR	L2cc or
<input type="checkbox"/> Certificate of Deposit OR	L2cd or
<input type="checkbox"/> Letter of Credit OR	L2Lc or
<input type="checkbox"/> Performance Bond	L2PB

**Landscaping Cost Estimate**

Complete EITHER the OMPC Landscape Estimator OR the Landscape Contractor's Estimate below:			
<b>OMPC Landscape Estimator</b>			
#	Trees	@ \$120 =	\$
LF	Hedge 2' high *	@ \$10 =	
LF	Hedge 3' high *	@ \$12 =	
LF	Fence 6' high	@ \$18 =	
LF	Wall 3' high	@ \$40 =	
LF	Wall 6' high	@ \$80 =	
SF	Earth Mound 3' high	@ \$3 =	
*at installation	Subtotal	\$	
	+ 50%		
	<b>SURETY TOTAL</b>	\$	
<b>OR Landscape Contractor's Estimate</b>			
<b>Attach copy of Landscape Contractor's Estimate Sheet</b>			
	Estimate	\$	
	+ 50%		
	<b>SURETY TOTAL</b>	\$	

**Types of Surety**

Submit the amount of surety calculated above to assure completion of landscaping improvements, along with the appropriate surety document and any related attachments. Surety may be provided in any of the following forms:

**CERTIFIED CHECK**, drawn on an approved bank and available to the OMPC. **Submit Form L2cc.**

**CERTIFICATE OF DEPOSIT**, or savings certificate in the name of the and developer or other person(s) placing the certificate, issued by a federally insured commercial or savings bank, endorsed and payable to the Owensboro Metropolitan Planning Commission by the person(s) whose name(s) it bears with executed Control Agreement, reviewed by the OMPC attorney. **Submit Form L2cd.**

**IRREVOCABLE LETTER OF CREDIT**, issued ONLY by a bank with staffed branch office(s) in Owensboro, duly executed and completed, certified by the OMPC Attorney as valid and enforceable by the OMPC. **Submit Form L2Lc**

**PERFORMANCE BOND** in a form deemed satisfactory to OMPC which must be from an insurance company authorized to do business in the Commonwealth of Kentucky. Said Bond must provide the OMPC as the named Obligee. A true and complete copy of the Bond, Power of Attorney and Surety form L2PB, duly executed and completed, must be submitted to the OMPC to be reviewed by the OMPC Attorney. **Submit Form L2PB.** OMPC attorney must receive all required documentation a minimum of 72 hours prior to submittal deadline in order to review.

Date received by Planning Office

**Project Information**

Name of Project

Address of Project

O'boro City Limits?  Inside  Outside  To be annexed

**Landscape Contractor Information**

Name

Address

Day Telephone

**Person/Company Posting Surety**

Company Name

Contact Person

Address

Day Telephone

To the Owensboro Metropolitan Planning Commission:

I am this day (noted at left by planning staff upon submission) posting surety in the amount of

\$

to cover cost of installation of landscape materials as per the itemized Landscaping Cost Estimate which is

dated

and attached hereto.

**Person/Company Posting Surety  
Certification**

Every attempt will be made to complete the satisfactory installation of itemized landscaping materials within six (6) months of start of construction activity on the subject development.

**BY SIGNING BELOW, I AGREE TO BE RESPONSIBLE** for the proper installation, minimum size, and placement of itemized landscaping materials. I have received the correct information and understand the requirements. I also understand if any materials are NOT installed, sized or placed correctly, I agree to replace them to meet ordinance requirements.

Typed or Printed Name & Signature of Person Posting Surety

**FINAL OMPC ACTION.**

**SURETY RELEASED BY OMPC.** The purposes of the above endorsement have been fulfilled and the Surety is released to the Person/Company Posting Surety. A check for the amount of Surety held by the OMPC will be issued to the Person/Company Posting Surety.

**OWENSBORO METROPOLITAN PLANNING COMMISSION**

By

Date

Date received by Planning Office

**Project Information**

Name of Project

Address of Project

O'boro City Limits?  Inside  Outside  To be annexed

**Landscape Contractor Information**

Name

Address

Day Telephone

**Person/Company Posting Surety**

Company Name

Contact Person

Address

Day Telephone

To the Owensboro Metropolitan Planning Commission:

I am this day (noted at left by planning staff upon submission) posting surety in the amount of

\$

to cover cost of installation of landscape materials as per the itemized Landscaping Cost Estimate which is

dated

and attached hereto. I am also executing the required Control Agreement to ensure liquidation of the surety/Certificate of Deposit in the event of my default.

**Person/Company Posting Surety Certification**

Every attempt will be made to complete the satisfactory installation of itemized landscaping materials within six (6) months of start of construction activity on the subject development.

**BY SIGNING BELOW, I AGREE TO BE RESPONSIBLE** for the proper installation, minimum size, and placement of itemized landscaping materials. I have received the correct information and understand the requirements. I also understand if any materials are NOT installed, sized or placed correctly, I agree to replace them to meet ordinance requirements.

Typed or Printed Name & Signature of Person Posting Surety

IDENTIFICATION OF CERTIFICATE OF DEPOSIT OR SAVINGS CERTIFICATE	
Savings Institution	
Address	
Date	
Certificate Number	
Certificate Owner(s)	
Face Amount	

**Notice of Acknowledgment on page 2**

**CONTROL AGREEMENT**

Come now \_\_\_\_\_ (“Bank”), \_\_\_\_\_ (“Account Holder”), and Owensboro Metropolitan Planning Commission (“Secured Party”), and all parties having reached an agreement concerning the control of Bank issued Certificate of Deposit bearing Account No. \_\_\_\_\_, (“Deposit Account”) and wishing to express said agreement in writing, do hereby agree as follows:

WHEREAS, Account Holder has pledged to Secured Party the Deposit Account and all proceeds thereof currently held by Bank as surety for its guarantee to complete certain public improvements as identified on the (Public Improvements or Landscaping) surety form dated \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ (the surety); and

WHEREAS, Account Holder herein consents to Bank entering into this Agreement and to Secured Party obtaining control of the Deposit Account; and

WHEREAS, Secured Party warrants to Bank that said control is lawful and authorized by agreement between Account Holder and Secured Party; and

WHEREAS, Bank warrants that it possesses the authority to enter into this Control Agreement with respect to the Deposit Account held by Account Holder described above and Bank further warrants that said account and all proceeds thereof are currently in the name of Bank or an entity other than Account Holder and acknowledges that Secured Party is acting in reliance on these representations and warranties.

NOW, THEREFORE, all parties agree that Bank will comply with instructions originated by the Secured Party directing disposition of the funds held in the Deposit Account without further consent of Account Holder and that said Deposit Account is now under the exclusive control of Secured Party. As such, Bank shall not allow any withdrawals of the subject Deposit Account nor shall Account Holder be allowed to redeem the Deposit Account without the express written consent of Secured Party.

In the event that, during the term of this agreement, any interest accrues on the funds held in the Deposit Account said interest shall remain in said Deposit Account and the entirety of said Deposit Account shall be subject to the terms of this agreement and be controlled exclusively by the Secured Party in the same manner as

the funds in the Deposit Account originally subject to this agreement. Furthermore, upon renewal of the Deposit Account, Secured Party's security interest and control of said Deposit Account shall continue and any and all funds held in said Deposit Account shall remain under the exclusive control of Secured Party.

All parties also agree that, upon default by the Account Holder under the surety agreement, or any other agreement by and between Account Holder and Secured Party, Secured Party shall be entitled to liquidate the above described Deposit Account to apply same to the completion of the public improvement secured thereby. Secured Party shall also have any other remedy, at law or in equity as regards said Securities Account, and failure of Secured Party to liquidate same upon a default shall not constitute a waiver of said Secured Party's right to liquidate same or to pursue any other remedy available to Secured Party at law or in equity.

The Bank warrants that it does not claim and will not claim any security interest in the Securities Account of the Account Holder for any debt or other obligation between Account Holder and Bank.

All future instructions relative to the Deposit Account described above shall be given solely by the undersigned Secured Party unless further evidence of authority in writing is provided to Bank by Secured Party.

BANK:

BANK

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

ACCOUNT HOLDER:

\_\_\_\_\_

SECURED PARTY:

OWENSBORO METROPOLITAN  
PLANNING COMMISSION

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

See page 1 for Full Identification of Certificate of Deposit or Savings Certificate and for Landscaping Costs

**NOTICE OF ACKNOWLEDGMENT**

Certificate Number	Face Amount
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**ENDORSEMENT BY OWNER(S) OF CERTIFICATE.** This is to advise that the Certificate of Deposit or Savings Certificate above, fully identified on page 1, has been endorsed to the Owensboro Metropolitan Planning Commission for the purpose of fulfilling the requirements of Article 17 of the Owensboro Metropolitan Zoning Ordinance.

Signature(s) of Certificate Owner(s)
Signature(s) of Certificate Owner(s)

**ACKNOWLEDGMENT BY SAVINGS INSTITUTION.** The instrument above, fully identified on page 1, represents a valid obligation of this savings institution and our records have been marked to reflect this information.

Savings Institution		
By	Title	Date

**SUBSCRIBED AND SWORN TO,** before me, by

on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires \_\_\_\_\_

**Notary Public**

<b>REVIEWED:</b>	
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OMPC Attorney

**FINAL OMPC ACTION.**

**SURETY RELEASED BY OMPC.** The purposes of the above endorsement have been fulfilled and the instrument referred to has been released to the Person/Company Posting Surety. The Person/Company Posting Surety should notify the Savings Institution of this release.

**OWENSBORO METROPOLITAN PLANNING COMMISSION**

By	Date
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Date received by Planning Office

**Project Information**

Name of Project

Address of Project

O'boro City Limits?    Inside    Outside    To be annexed

**Landscape Contractor Information**

Name

Address

Day Telephone

**Person/Company Posting Surety**

Company Name

Contact Person

Address

Day Telephone

To the Owensboro Metropolitan Planning Commission:

I am this day (noted at left by planning staff upon submission) posting surety in the amount of

\$

to cover cost of installation of landscape materials as per the itemized Landscaping Cost Estimate which is

dated

and attached hereto.

**Person/Company Posting Surety  
Certification**

Every attempt will be made to complete the satisfactory installation of itemized landscaping materials within six (6) months of start of construction activity on the subject development.

**BY SIGNING BELOW, I AGREE TO BE RESPONSIBLE** for the proper installation, minimum size, and placement of itemized landscaping materials. I have received the correct information and understand the requirements. I also understand if any materials are NOT installed, sized or placed correctly, I agree to replace them to meet ordinance requirements.

Typed or Printed Name & Signature of Person Posting Surety

Letter of Credit #

**KNOW ALL PERSONS BY THESE PRESENTS:**

That I (we), \_\_\_\_\_, as Principal, hereinafter called the **Person/Company Posting Surety**  
of \_\_\_\_\_, hereinafter called the **Project**,  
and the \_\_\_\_\_ Financial Institution, as Surety, hereinafter called the **Surety**,  
of (address) \_\_\_\_\_,

are held and firmly bound unto the Owensboro Metropolitan Planning Commission, of Owensboro, Whitesville, and Daviess County, Kentucky, as Obligee, to perform the following conditions whereof the **Person/Company Posting Surety** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

*Continued on page 2*

*Continued from page 1*

**WHEREAS**, the **Person/Company Posting Surety** for the **Project** located in Daviess County, Kentucky, as identified on page 1, will arrange for completion of landscaping improvements as per the Landscaping Cost Estimate, hereinafter called the Estimate, dated \_\_\_\_\_,

on record in the Office of the Owensboro Metropolitan Planning Commission, said Estimate covering the items noted in the documents attached hereto.

**WHEREAS**, the **Surety**, as identified on page 1, recognizes that if the **Person/Company Posting Surety** does not faithfully perform and complete the work listed in the Estimate, then, and in that event, and only during the time in which the attached Letter of Credit is valid, or any extension thereof, then the **Surety**, at its option, agrees to faithfully perform and complete the work listed in the Estimate or the **Surety** agrees to honor drafts upon said irrevocable Letter of Credit by the OMPC or its authorized transferee, under the terms stipulated on the irrevocable Letter of Credit submitted herewith,

up to, but not to exceed the amount stated therein.

If **Surety** should choose to complete the work listed in the Estimate, then **Surety** further agrees to have said work duly approved by the proper city or county authorities.

**NOW, THEREFORE**, the condition of this obligation is such that, if the **Person/Company Posting Surety** shall faithfully perform and complete the work listed in the Estimate, and have same duly approved by the proper city or county authorities, during the term of the Letter of Credit or any extensions thereof, then the Letter of Credit shall be null and void.

<b>WITNESS</b> our signatures this _____ day of _____, _____.
<b>Person/Company Posting Surety</b>
By _____
<b>Surety</b>
By _____

***Refer to Page 3 for format of Letter of Credit***

**FINAL OMPC ACTION.**

**SURETY RELEASED BY OMPC.** The purposes of the above endorsement have been fulfilled and the instrument referred to has been released to the Person/Company Posting Surety. The OMPC, by letter, will notify the Financial Institution and the Person/Company Posting Surety that the Surety Irrevocable Letter of Credit has been canceled.

**OWENSBORO METROPOLITAN PLANNING COMMISSION**

By \_\_\_\_\_

Date \_\_\_\_\_



**(This Irrevocable Letter of Credit shall be issued ONLY by a bank with staffed branch office(s) in Owensboro, on bank letterhead in the following format)**

(Date)

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

Owensboro Metropolitan Planning Commission  
200 East 3<sup>rd</sup> Street  
Owensboro, KY 42303

We hereby establish our Irrevocable Letter of Credit No. \_\_\_\_\_ to be drawn on \_\_\_\_\_ Bank, Owensboro, Kentucky, for the account of \_\_\_\_\_, up to an aggregate amount of \$ \_\_\_\_\_. Funds are available by your draft at sight accompanied by:

An affidavit signed by the authorized representative of the Owensboro Metropolitan Planning Commission ("OMPC" ) stating that " \_\_\_\_\_, as Principal, under a Public Improvements Surety in the form of an Irrevocable Letter of Credit, dated \_\_\_\_\_, in favor of Owensboro Metropolitan Planning Commission, or legal assigns, has failed to faithfully perform and complete the work listed in the Public Improvements Cost Estimate for \$ \_\_\_\_\_, attached hereto as Exhibit "A," despite thirty (30) days prior written notice to said Principal to perform and complete said work."

Your drafts must bear the clause, "Drawn Under \_\_\_\_\_ Bank Letter of Credit No. \_\_\_\_\_."

We hereby engage with you that your draft(s) under and in compliance with the terms of this Irrevocable Letter of Credit will be duly honored if presented to us on or before \_\_\_\_\_ (insert completion date per Cost Estimate).

It is a condition of this letter that the OMPC Director, upon completion of work stipulated in the Cost Estimate dated \_\_\_\_\_, notify the Bank by written notice of such completion whereupon this letter shall be cancelled.

This irrevocable Letter of Credit shall terminate (*three years, two years or six months depending upon the improvements covered*) from the Effective Date hereof, but shall renew for additional successive periods of (*three years, two years or six months depending upon the improvements covered*) each unless Bank gives written notice to OMPC at least sixty days prior to the conclusion of the then applicable period that this letter of credit shall not be renewed, whereupon this letter of credit shall then terminate at the end of the period in which such notice is given.

For clarification, this letter of credit shall terminate upon the earlier to occur of a) OMPC notifying Bank of the completion of the work as set forth in the Cost Estimate or b) at the end of the subject period following the nonrenewal of the letter of credit by notification by the Bank as set forth above.

Bank agrees that OMPC has the authority to transfer its rights and obligations described in this letter of credit to the appropriate governmental authority (Daviess County, the City of Owensboro, of the City of Whitesville, as the case may be). In the event of such transfer, Bank must be immediately notified by the OMPC of such transfer. In such notice of transfer, the authorized representative of said governmental authority shall be identified with his/her designated address for purpose of receiving any notices relating to this letter of credit. After such transfer, any notice or other documents otherwise required to be sent to or from OMPC herein shall thereupon be sent to or from such authorized representative of said appropriate governmental authority.

In the event of transfer, the affidavit for drafts on the Letter of Credit and the Letter of Completion Notice shall be at the direction of the governing body of said entity or entities as referred herein, and the procedure for disposition shall be the same as that prescribed for the OMPC. The Bank hereby agrees to pay sight draft drawn under and in compliance with the terms of this letter upon presentation.

\_\_\_\_\_ BANK

By: \_\_\_\_\_  
(Name, Title)

Authorized to honor sight draft on account \_\_\_\_\_ under the terms outlined in this letter.

Date received by Planning Office
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### Project Information

Name of Project
Address of Project
O'boro City Limits? <input type="checkbox"/> Inside <input type="checkbox"/> Outside <input type="checkbox"/> To be annexed

### Landscape Contractor Information

Name
Address
Day Telephone

### Person/Company Posting Surety

Company Name
Contact Person
Address
Day Telephone

To the Owensboro Metropolitan Planning Commission:

I am this day (noted at left by planning staff upon submission) posting surety in the amount of

\$
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to cover cost of installation of landscape materials as per the itemized Landscaping Cost Estimate which is

dated
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and attached hereto. Also attached hereto is a true and complete copy of the Bond and Power of Attorney for the Surety Company.

### Person/Company Posting Surety Certification

Every attempt will be made to complete the satisfactory installation of itemized landscaping materials within six (6) months of start of construction activity on the subject development.

**BY SIGNING BELOW, I AGREE TO BE RESPONSIBLE** for the proper installation, minimum size, and placement of itemized landscaping materials. I have received the correct information and understand the requirements. I also understand if any materials are NOT installed, sized or placed correctly, I agree to replace them to meet ordinance requirements.

Typed or Printed Name & Signature of Person Posting Surety
--

Performance Bond #
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### KNOW ALL PERSONS BY THESE PRESENTS:

That I (we),	, as Principal, hereinafter called the <b>Person/Company Posting Surety</b>
of	, hereinafter called the <b>Project</b> ,
and the	Surety Company, as Surety, hereinafter called the <b>Surety</b> ,
of (address)	,

are held and firmly bound unto the Owensboro Metropolitan Planning Commission, of Owensboro, Whitesville, and Daviess County, Kentucky, as Obligee, to perform the following conditions whereof the **Person/Company Posting Surety** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

**Continued on page 2**

*Continued from page 1*

**WHEREAS**, the **Person/Company Posting Surety** for the **Project** located in Daviess County, Kentucky, as identified on page 1, will arrange for completion of landscaping improvements as per the Landscaping Cost Estimate, hereinafter called the Estimate, dated \_\_\_\_\_,

on record in the Office of the Owensboro Metropolitan Planning Commission, said Estimate covering the items noted in the documents attached hereto.

**WHEREAS**, the **Surety**, as identified on page 1, guarantees that if the **Person/Company Posting Surety** does not faithfully perform and complete the work listed in the Estimate, then in that event, the **Surety** agrees to faithfully perform and complete the work listed in the Estimate, or the **Surety** agrees to forfeit the performance bond,

up to, but not to exceed \_\_\_\_\_

and have same duly approved by the proper city or county authorities.

**NOW, THEREFORE**, the condition of this obligation is such that, if the **Person/Company Posting Surety** shall faithfully perform and complete the work listed in the Estimate, and have same duly approved by the proper city or county authorities, within one (1) year from the date of this Bond, then this Bond shall be cancelled and released by Obligee and/or its assigns; otherwise it shall remain in full force and effect.

<b>WITNESS</b> our signatures this _____ day of _____, _____.
<b>Person/Company Posting Surety</b>
By _____
<b>Surety</b>
By _____

<b>REVIEWED:</b>	_____
	OMPC Attorney

<b>FINAL OMPC ACTION.</b>	
<input type="checkbox"/> <b>SURETY RELEASED BY OMPC.</b> The purposes of the above endorsement have been fulfilled and the instrument referred to has been released to the Person/Company Posting Surety. The Person/Company Posting Surety should notify the Surety Company that the Surety Performance Bond has been released.	
<b>OWENSBORO METROPOLITAN PLANNING COMMISSION</b>	
By _____	Date _____