To ensure compliance with this ordinance and any conditions imposed or approvals granted under this ordinance, the planning commission, City Council, ZBA, or Development Services Department may require that a performance guarantee be provided in the form of a cash deposit, certified check, irrevocable bank letter of credit, for a bank located in Wayne County, acceptable to the City covering the estimated cost of improvements associated with a project. The guarantee shall comply with the following:

(a) The performance guarantee shall be in the amount specified by the site compliance schedule as adopted by the City Council.

(b) The performance guarantee shall be deposited with the Development Service Department at the time of the issuance of the permit authorizing the activity or project.

(c) As a condition for the issuance of a performance guarantee, the City shall establish in writing with a copy provided to the depositor an expiration date which allows reasonable time for completion of required improvements. Failure to complete improvements within the allotted time period shall cause forfeiture of that portion of the guarantee required to complete improvements if the City must take actions necessary to complete the improvement. The date of expiration for completion of all improvements may be extended in time for good cause shown. The performance guarantee shall be returned based upon completion of improvements and upon certification by the Development Services Department that the improvements are satisfactorily completed. There shall be an additional administrative fee payable to the City in an amount set by City Council resolution to cover the City's administrative costs.

(d) At the request of the depositor, and the approval of the Development Services Department, the City shall rebate cash deposits in reasonable proportion to the ratio of work completed on the required improvements as work progresses. The City shall retain twenty five (25%) of the estimated cost of landscaping for one (1) year to ensure survival of landscaping for the first growing season and any necessary replacement.

CITY OF TAYLOR
REQUIREMENTS FOR LETTERS OF CREDIT (Performance Guarantee)

The Building Department administers this requirement and will not issue a building permit without a letter of credit per the Planning Commission's requirement.

The Letter of Credit must be irrevocable, and made out to the City of Taylor. It should reference the particular site either by address or legal description, identifying both the amount and items specified, by the Planning Commission. The Letter of Credit should state, "Partial Drawings are Not Permitted". Finally, it should be for a long enough term to allow for the completion of the project. Twelve (12) to eighteen (18) months is generally more than enough time to complete the site work.

If, the bank issuing the Letter of Credit requires a Sight Draft for the cashing of the bank's letter of credit, then a template of the required form of the draft must be provided to the City of Taylor when the Letter of Credit is issued to the City.

Once the City has been notified that all work has been completed and has verified such, a letter is sent to the bank releasing the letter of credit. Letters are generally released within one to two weeks after notification.

If site work is not completed one month prior to expiration, the Letter of Credit should be extended, since the City would cash rather than allow a letter to expire for an incomplete project. The period of this extension should allow sufficient time to complete the project.

Date:

IRREVOCABLE STANDBY CREDIT LETTER OF CREDIT

BENEFICIARY:
City Of Taylor
Planning Department
23555 Goddard Road
Taylor, MI 48180

BY ORDER OF:

NAME OF COMPANY:

ADDRESS:

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANBY LETTER OF CREDIT NO. 000000 FOR THE ACCOUNT OF COMPANY, INC., FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE U.S. $00,000.00 (AMOUNT AND NO/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ON BANK, N.A., CITY, STATE, EFFECTIVE MONTH, DAY, YEAR AND EXPIRING AT OUR OFFICE ON MONTH/DAY/YEAR.

FUNDS UNDER THIS CREDIT ARE AVAILABLE AGAINST YOUR DRAFT(S) AS HEREIN ABOVE SET FORTH MARKED "DRAWN UNDER NAME OF BANK, N.A. LETTER OF CREDIT NO. 000000 AND ACCOMPANIED BY THE FOLLOWING: YOUR DATED STATEMENT SIGNED BY AN AUTHORIZED SIGNER FOR CITY OF TAYLOR (SIGNED AS SUCH) READING AS FOLLOWS:
"WE HEREBY CERTIFY THAT THE AMOUNT OF U.S. $ (SPECIFY AMOUNT) DRAWN UNDER NAME OF BANK, LETTER OF CREDIT NO. 000000 IS PAYABLE TO US BECAUSE NAME OF BUSINESS, INC. HAS FAILED TO SATISFACTORILY COMPLETE THE (ENTER SPECIFIC SITE COMPLIANCE REQUIREMENTS HERE) PER APPROVED PLANS FOR THE SITE LOCATION AT ADDRESS."

PARTIAL DRAWINGS PROHIBITED.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATION CHAMBER OF COMMERCE – PUBLICATION 500.

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS CREDIT WILL BE DULY HONORED ON PRESENTATION IF PRESENTED TO: NAME OF BANK, ADDRESS OF BANK, ATTN: STANDBY LETTER OF CREDIT UNIT, ON OR BEFORE THE EXPIRY DATE. THE ORIGINAL LETTER OF CREDIT AND AMENDMENT(S) IF ANY, MUST ACCOMPANY THE DOCUMENTS PRESENTED FOR PAYMENT HEREUNDER FOR ENDORSEMENT.

VERY TRULY YOURS,
BANK
PREPARER/AUTHORIZED SIGNER   **AUTHORIZED SIGNER**

Irrevocable Letters of Credit / Cash Deposit Requirements

Item	Basis	Amount
Site Compliance	*when no other items are required*	**$ 10,000.00**
Asphalt / 50,000 sq. ft. max. for industrial – 150,000 sq. ft. max. for commercial	*per sq. ft.*	**$ 3.00**
Concrete	*per sq. ft.*	**$ 7.00**
Dumpster Enclosure	*flat rate*	**$ 4,500.00**
Canopy / Ornamental Trees	*per tree*	**$ 225.00**
Shrubs	*per shrub*	**$ 110.00**
Wall (6' high concrete)	*per linear ft.*	**$ 80.00**
Fencing	*per linear ft.*	**$ 50.00**
Sidewalks	*per 5' x 5' flag*	**$ 175.00**
Sod / Seed	*per sq. ft.*	**$ 3.00**
Irrigation System	*flat rate*	**$ 5,000.00**
Fire Hydrant	*flat rate*	**$ 4,500.00**