

ORDINANCE NO. 5629

AN ORDINANCE AMENDING SECTIONS 405.460F AND 405.585 OF THE ST. PETERS CITY CODE PROVIDING FOR REGULATIONS PERTAINING TO GUARANTIES FOR CERTAIN PUBLIC IMPROVEMENTS

WHEREAS, pursuant to § 89.410, RSMo., the City’s Planning and Zoning Commission shall recommend and the Board of Aldermen may by ordinance adopt regulations governing the subdivision of land within the City; and

WHEREAS, the City’s Planning and Zoning Commission did consider certain revisions to § 405.460F and 405.585 of the St. Peters City Code pertaining to guaranties for certain public improvements, and did make a recommendation to the Board of Aldermen regarding the same; and

WHEREAS, the Board of Aldermen does hereby find and determine that it benefits the health, safety and welfare of the residents of the City that it amend the regulations pertaining to guaranties for certain public improvements within the City.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS AS FOLLOWS:

SECTION NO. 1. That Section 405.460 F. of the St. Peters City Code, is hereby amended by deleting the same in its entirety and enacting in lieu thereof the following:

**SECTION 405.460 F.: PUBLIC IMPROVEMENTS INSTALLED OR GUARANTEED IN ALL ZONING DISTRICTS**

A. *Improvement Guarantee Required.* After the Site Plan has been approved and all inspection fees paid, but before the issuance of any grading or building permits or the approval of the Record Plat, the Developer shall guarantee the completion of all Improvements required by the approved Site Plan together with the cost of restoration of any site in case of failure of the Developer to complete the Improvements so approved once land disturbance has commenced, and shall guarantee maintenance of such Improvements as required herein. Except as provided in Subsection (B) below, the Developer shall either:

1. Complete and dedicate the Improvements in accordance with the approved Site Plan under the observation and inspection of the City Engineer, and establish a maintenance agreement and provide a deposit to guarantee maintenance of such Improvements as required herein; or
2. Establish a deposit under a deposit agreement with the City of St. Peters guaranteeing the construction, completion, and installation of the Improvements ("construction

deposit"), and establish a separate deposit for maintenance obligations as required herein for the Improvements shown on the approved Site Plan ("maintenance deposit"), within an Improvement completion period approved by the City Engineer, which period shall not exceed two (2) years and which maintenance deposit shall be established prior to the final construction deposit release.

B. *Exceptions.*

1. The City Engineer may require any specific Improvement to be installed prior to approval of the Record Plat where failure to install such Improvement prior to further development could result in damage to the site or surrounding properties.

C. *Deposit Options.* Deposits required by this Section shall be in conjunction with a deposit agreement and may be in the form of cash or letter of credit as follows:

1. Cash deposited with the Treasurer of the City 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; or

2. An irrevocable letter of credit drawn on a local financial institution acceptable to and in a form approved by the City's Special Counsel and the City Engineer. The letter of credit may not be drawn on any financial institution where the Developer or a related person, directly or indirectly, voluntarily or involuntarily, owns, operates, controls through stock ownership or otherwise, or becomes employed by, advises, consults with or represents in any capacity, such financial institution; provided however, nothing contained herein shall be construed to prohibit the Developer from (i) investing in any such financial institution, so long as he does not own or control ten percent (10%) or more of such financial institution's ownership interests, or ten percent (10%) or more of any class of securities of such financial institution, when the Developer is a financial institution, it may issue its own letter of credit. 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 Developer obligations herein, as the same may be reduced from time to time in writing by the City Engineer. The letter of credit shall be irrevocable for least one (1) year and shall state that any balance remaining at the expiration shall automatically be deposited in cash with the Treasurer of the City, 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. Due to the costs of administering deposit agreements and the compliance with State regulations relating thereto, any Developer that elects to use a deposit agreement in lieu of completing the Improvements as otherwise provided for in this Chapter and Section 89.410, RSMo., shall deposit an additional fee of five hundred dollars (\$500.00) that shall be used by the City to defray costs of administration, legal review, procedural changes, and other costs not otherwise reimbursed to the City resulting from the City's acceptance of such deposit

agreements. The Developer shall be obligated to reimburse the City for any additional costs, including, but not limited to, reasonable attorneys fees, above such deposit amount arising in any way from the City's acceptance of a deposit agreement in lieu of completion of improvements prior to recording the record plat. The Developer may request a refund of principal amounts, if any, of any initial or supplemental deposit of the costs attributable to the Improvements during the period of the deposit agreement by written request made to the City Engineer within thirty (30) days after the Developer has received the City Engineer's approval of any category of Improvements subject to such deposit agreement.

D. *Amount Of Deposit.* The amount of the deposit required by this Section shall be calculated as follows:

1. *Construction deposit.* The deposit required of a Developer establishing a deposit agreement pursuant to Subsection (A)(2) shall be, in addition to the separate maintenance deposit sum, in the amount of one hundred percent (100%) of the City Engineer's estimate of the cost of the construction, completion and installation of the required Improvements, plus a sum for grading and restoration based on the estimated costs of construction on all residential sites OR a restoration sum for construction on all non-residential sites calculated as follows: for sites of 0-1 acre - \$5,000; 1-3 acres - \$15,000; 3-5 acres - \$25,000; 5-10 acres or more - \$50,000. The Developer shall submit a list of quantities and unit costs for materials and labor to construct the Improvements in order to facilitate the City Engineer's estimation of the cost of such Improvements. The unit costs shall be taken from the most current edition of the St. Louis County Department of Highway and Traffic's Design Criteria Manual, Schedule of Unit Prices. Any items not listed within the Schedule of Unit Prices, shall be submitted by the Developer's Engineer.

2. *Maintenance deposit.* The deposit required of a Developer pursuant to Subsection (A)(1) and (A)(2) for maintenance obligations shall be in the amount of fifteen percent (15%) of the City Engineer's estimate of the cost of the construction, completion and installation of the required Improvements, plus 100% of the Restoration Sum. The maintenance deposit shall be established by cash sum or submission of a separate letter of credit.

3. Where certain Improvements are required to be installed prior to approval of the record plat pursuant to Subsection (B)(1), the gross deposit amount for the construction deposits shall be reduced by the estimated cost of such Improvements once they have passed inspection.

E. *Deposit Agreement--Releases.* The deposit agreement entered into with the City of St. Peters shall require the Developer to agree to fulfill the obligations imposed by this Section, and shall have such other terms as the City's Special Counsel may require consistent with this Section. The deposit agreement shall authorize the City Engineer to release the cash or reduce the obligation secured under the letter of credit as permitted herein. Such releases or reductions may occur upon completion, inspection and approval by the City Engineer of all required Improvements within a category of Improvements, or may occur from time to time, as work on specific Improvements is completed, inspected and approved, provided however, that:

1. *Releases--general.* The City Engineer shall release the cash or release the letter of credit as to all or any part of the Developer's obligation only after construction, completion, and installation of some phase of work on the Improvements as indicated on the approved Site Plan and receipt of requisite written notification from the City Engineer, but only in the amounts permitted herein.

Closed circuit TV (CCTV) inspections for sanitary and storm sewer mains to be dedicated to the City shall be required prior to the initial release of any deposit agreement related thereto. The CCTV inspection shall be conducted by the City at a cost to the Developer of One Dollar (\$1.00) per lineal foot of sewer main. Said fee must be paid prior to inspection of the mains. The Developer may elect to conduct the CCTV inspection itself, in which case the Developer shall provide the City with a videotape and written report prepared by an inspection company or engineer approved by the City. The CCTV videotape and inspection report shall be prepared in the format required by the City, and shall describe the slope, location and type of deficiencies found. After correction of any deficiencies, such deficiencies shall be reinspected by the City at the above cited cost to the Developer. No release of the deposited funds for such Improvements shall be made until the deficiencies found have been corrected and dedicated.

2. *Extension of completion period.* If, at the end of the required Improvement completion period, all of the Improvements shown on the approved Site Plan have not been completed, the Developer may request and the City Administrator may grant an extension to the Improvement completion period for a period of up to two (2) additional years if after review by the City Engineer such longer period is deemed necessary to facilitate adequate and coordinated provisions for transportation, water, sewerage, schools, parks, playgrounds, or other public improvements, facilities or requirements so long as all deposit agreements are extended and approved by the City's Special Counsel; provided further, that the City Engineer may require as a condition of the extension execution of a new deposit agreement, recalculation of deposit amounts, or satisfaction of new code requirements or other reasonable conditions as may be needed to ensure that the extended deposit agreement fully complies with the terms of this Section.

3. *Construction deposit releases.* After an inspection of any specific Improvement, the City Engineer may, in the City Engineer's discretion, release no more than ninety five percent (95%) of the original sum deposited for the construction of such specific required Improvement. Irrespective of any discretionary prior releases that may be authorized by the City Engineer, after completion and dedication of any component of the guaranteed Improvements (i.e. less than all of the Improvements in a given category), the remaining amount held for any category of Improvements shall be released within thirty (30) days of completion and dedication of all of the Improvements in such category of Improvement, minus a retention of five percent (5%) which shall be released only upon completion and dedication of all Improvements for the site. The City Engineer shall establish the Improvement categories, which may consist of Improvement components or line items, to be utilized for calculation of deposit amounts, but such categories, components, and line items shall in no way modify or reduce the Developer's deposit agreement as to all required Improvements, irrespective of any release or completion of any category, or underlying component or line item. All Improvements in a category shall be deemed complete only when (1) each and every component and line item within a category for the entire site has

been constructed and completed as required, (2) the Developer has notified the City Engineer in writing of the completion of all components of the category, provided all necessary or requested documentation, including a signed Instrument of Dedication therefor and requests an inspection, (3) the Developer is not in default or in breach of any obligation to the City under this Section including, but not limited to, the City Engineer's demand for maintenance or for deposit of additional sums required for the Improvements, and (4) the inspection has been completed and the results of the inspection have been approved by the City Engineer. Releases of the maintenance deposit amounts shall be as provided elsewhere in this Section for maintenance deposits.

4. *Effect of release--continuing obligations.* The Developer shall continue to be responsible for defects, deficiencies, damage to and maintenance of required Improvements during development of the site. No inspection, approval or partial release of funds from the construction deposit as to any component or category shall be deemed to be the City's final approval of an Improvement or otherwise release the Developer of its obligation relating to the completion of all the Improvements until the final construction deposit release is made on all Improvements declaring that all Improvements have in fact been constructed as required. No such final inspection, approval and construction deposit release, or any partial releases with respect to any portion of the required Improvements, shall constitute dedication and acceptance of the Improvement by the City as a public improvement of the City for which the City shall bear any responsibility or be deemed to have accepted for maintenance.

5. *Deficient improvements.* No approval of required Improvements shall be granted for Improvements that fail to meet the specifications established by City ordinance or otherwise adopted by the City Engineer.

6. *Final construction deposit release.* Upon final inspection and approval of all required Improvements, the remaining amount of the construction deposit shall be released; provided, that no such funds shall be released on a final inspection until the development of the site is complete, as determined by the City Engineer.

7. *Appeals.* If the Developer believes that a release or certificate of completion has been improperly denied, including, but not limited to, under Subsections (E) or (F) hereof, an appeal shall be filed pursuant to Article XI of this Chapter, and no such denial shall be deemed final until such appeal procedure has been exhausted.

8. *Inspections.* The City Engineer shall inspect each category of Improvement within twenty (20) business days after a request for such inspection has been filed with the City Engineer by the Developer, and no inspection shall be required until such request is received by the City Engineer. For purposes of this Section, an "inspection request" shall constitute and occur only on a completed written request form that shall include:

a. The category of Improvement reflected in the deposit agreement that is requested to be inspected;

b. A certification from a professional engineer registered in the State of Missouri that the category of Improvement has been installed and is being maintained in conformance with the final approved Site Plan and all applicable requirements thereto, and is therefore ready for inspection; and

c. A verified statement from a representative officer of the Developer attesting that the information in the inspection request is true and accurate.

Nothing herein shall preclude the City Engineer from completing additional inspections at his or her discretion or as a courtesy to the Developer.

F. *Maintenance Guarantee.*

1. *Scope and duration.* Upon commencement of installation of the required Improvements within the subject site, the Developer shall be responsible for the maintenance of the Improvements, including undeveloped lots, streets, sidewalks, common areas, and storm and drainage facilities, until the sooner of: (1) the expiration of twelve (12) months after final release of the construction deposit by the City, or (2) expiration of twelve (12) months after occupancy permits have been issued on ninety-five percent (95%) of all of the lots in the subdivision plat(s) subject to the deposit agreement, whichever is earlier. 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 street de-icing and snow removal. All repairs and replacement shall comply with City specifications and standards. The maintenance obligation for required Improvements to existing public roads or other existing public infra-structure already maintained by a public governmental entity shall terminate on and after the date such Improvements have been inspected, and dedication and maintenance of the Improvements has been accepted by the Board of Alderman. Irrespective of other continuing obligations, the Developer's street de-icing and snow removal obligations shall terminate on the date a street is accepted by the City for public maintenance.

2. *Maintenance deposit--amount--use.*

a. The maintenance deposit shall be retained by the City to guarantee maintenance of the required Improvements and, in addition to being subject to the remedies of Subsection (G) and other remedies of this Code, shall be subject to the immediate order of the City Engineer to defray or reimburse any cost to the City of maintenance or repair of Improvements related to the site or subdivision which the Developer fails or refuses to perform. Such costs shall include off-site damage caused by deficiencies in the Improvements or failure of maintenance. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the City Engineer shall provide the Developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the City. The City Engineer 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.

b. 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 that entity.

3. *Final maintenance deposit release.* Upon expiration of the maintenance obligations established herein, the City Engineer 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 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 City Engineer. 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.

G. *Failure To Complete Improvements.* The obligation and rights of the Developer to construct, complete, install and maintain the required Improvements indicated on the approved Site Plan and provide for their maintenance shall not cease until the Developer shall be finally released by the City Engineer, nor shall any deposit agreements or obligations hereunder be assignable or transferable by Developer. Furthermore, in the event of a default, abandonment, or failure of the Developer to complete the Improvements, no other person, firm, entity shall acquire (whether by contract, judicial foreclosure or other means) any rights to the remaining deposited funds as a Developer without entering into a separate deposit agreement with the City. If, after the initial Improvement completion period or after a later period as extended pursuant to this Section, the Improvements indicated on the approved Site Plan are not constructed, completed, installed, accepted and maintained as required, or if the Developer shall violate any provision of the deposit agreement, the City Engineer may notify the Developer to show cause within not less than ten (10) days why the Developer should not be declared in default. Unless good cause is shown, no building or other permit shall be issued to the Developer in the subdivision or for the site during any period in which the Developer is in violation of the deposit agreement or Article VIII of this Chapter relating to the subdivision or site. If the Developer fails to cure any default or present compelling reason why no default should be declared, the City Engineer shall declare the Developer in default and may take any one (1) or more of the following acts:

1. Deem the balance under the deposit agreement not theretofore released as forfeited to the City, to be then placed in an appropriate trust and agency account subject to the order of the City Engineer for such purposes as letting contracts to bring about the completion or maintenance of the Improvements required on the approved Site Plan or other appropriate purposes in the interest of the public safety, health and welfare; or

2. Require the Developer, letter of credit provider or surety to pay to the City the balance of the sum not theretofore released; or

3. Require the Developer to submit an additional sum sufficient to guarantee the completion or maintenance of the Improvements indicated on the approved Site Plan after recalculation in order to allow for any inflated or increased costs of constructing or maintaining the Improvements.

The failure of a Developer to complete the Improvement obligations within the time provided by the deposit agreement (or any extension granted by the City), including the payment of funds to the City due to such failure or an expiration of a letter of credit, shall be deemed an automatic act of default entitling the City to all remedies provided in this Section without further or prior notice. It shall be the sole responsibility of the Developer to timely request an extension of any deposit agreement if the Improvements are not completed in the original time period provided by the deposit agreement, and no right to any extension shall exist or be assumed.

H. *Other Remedies For Default.* If the Developer, letter of credit provider or surety fails to comply with the City Engineer's requirements for payment as described above or fails to complete the Improvements as required or otherwise violates the deposit agreement provisions, and there is a risk that development will continue in the subdivision or on the site without the timely prior completion of required Improvements or compliance with any deposit agreement provisions, the City Engineer may, with the City Administrator's approval, in addition or alternatively to other remedies:

1. Suspend the right of anyone to build or construct on the site or any undeveloped portion of a subdivision. For the purpose of this Subsection the "*undeveloped portion*" of a subdivision means all lots other than lots which have been sold for personal use and occupancy or are under bona fide contract for sale to any person for personal use or occupancy. The City Engineer shall give the Developer ten (10) days' written notice of an order under this Subsection, with copies to all letter of credit providers or sureties, as appropriate, who have outstanding obligations for any undeveloped portion of the site or subdivision, and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the City Engineer is not convinced by compelling evidence that completion of the Improvements is adequately assured and maintenance of streets assured as provided herein, the City Engineer shall order construction suspended on the site or the undeveloped portion of the subdivision. The order shall be served upon the Developer, with a copy to the issuer of the letter of credit or surety as appropriate, and a copy recorded with the Recorder of Deeds. Public notice of said order shall be conspicuously and prominently posted by the City Engineer at the site or subdivisions or lots subject to said order. The notice shall contain the following minimum language, which may be supplemented at the discretion of the City Engineer.

a. If said notice is for a site or subdivision:

THIS [SITE] SUBDIVISION, (name of [site] subdivision), HAS BEEN DECLARED IN DEFAULT BY THE CITY OF ST. PETERS CITY ENGINEER. NO DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER SHALL TAKE PLACE WITHIN THE LIMITS OF THIS [SITE] SUBDIVISION UNTIL SUCH TIME AS THE CITY OF ST. PETERS CITY ENGINEER REMOVES THIS PROHIBITION. ANY DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER

WHILE THIS PROHIBITION IS IN EFFECT IS ILLEGAL AND SHALL BE ENFORCED PURSUANT TO THE PROVISIONS OF THE ST. PETERS CITY CODE.

b. If said notice is for a lot:

THIS LOT, (lot number), HAS BEEN DECLARED IN DEFAULT BY THE CITY OF ST. PETERS CITY ENGINEER. NO DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER SHALL TAKE PLACE WITHIN THE LIMITS OF THIS LOT UNTIL SUCH TIME AS THE CITY OF ST. PETERS CITY ENGINEER REMOVES THIS PROHIBITION. ANY DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER WHILE THIS PROHIBITION IS IN EFFECT IS ILLEGAL AND SHALL BE ENFORCED PURSUANT TO THE PROVISIONS OF THE ST. PETERS CITY CODE.

The City shall not thereafter authorize construction to take place contrary to the City Engineer's order. The suspension shall be rescinded in whole or in part only when the City Engineer is convinced that completion of the Improvements is adequately assured in all or an appropriate part of the site or subdivision and a guarantee of maintenance provided; or

2. Suspend the rights of the Developer, or any related entity, to construct structures in any development platted after the effective date of such suspension throughout City of St. Peters. The City Engineer shall give the Developer ten (10) days' written notice of an order under this clause, with a copy to letter of credit providers or sureties known to the City Engineer who have obligations outstanding on behalf of the Developer or related entities and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the City Engineer is not convinced by compelling evidence that completion and maintenance of the Improvements is adequately assured as provided herein, the City Engineer shall order construction suspended. The order shall be served upon the Developer, with a copy to the letter of credit provider or surety as appropriate, and a copy recorded with the Recorder of Deeds. The City shall not thereafter authorize construction to take place contrary to the City Engineer's order. The suspension shall be rescinded only when the City Engineer is convinced that completion and maintenance of the Improvements is adequately assured.

I. *Suspension Of Development Rights.* From and after the effective date of this Section, if a Developer, or any related entity, has a subdivision deposit agreement or guarantee that is in default, as determined by the City Engineer, including any escrow or bond under any prior version of this Section:

1. The City Engineer shall be authorized, but not be limited, to thereafter pursue the remedies of Subsection (H) of this Section; and

2. The rights of the Developer, or any related entity, to receive Site Plan approval, which approval shall include, but not be limited to, approval of any plat or deposit agreement for new or further development in the City, shall be suspended. The suspension shall be rescinded only when the City Engineer is convinced that completion and maintenance of the Improvements is adequately assured.

J. *Additional Remedies.* If any party fails to comply with any obligation of this Section, the City Engineer may, with the City Administrator's approval, recommend that the City's Special Counsel take appropriate legal action and may also withhold any building or occupancy permits to a Developer or related entities until such compliance is cured. The City shall also have the right to partially or wholly remedy a Developer's deficiencies or breached obligations under this Code by set-off of any funds or assets otherwise held by the City of the Developer to the maximum extent permitted by law. Such set-off shall occur upon written notice of such event by the City Engineer to the Developer after the Developer has failed to timely cure the deficiencies. It shall be deemed a provision of every deposit agreement authorized under this Chapter that the Developer shall pay the City's costs, including reasonable attorney's fees, of enforcing such agreement in the event that the Developer is judicially determined to have violated any provision herein or in such agreement. The Developer may appeal any decision taken pursuant to this Section by filing an appeal under Article XI of this Chapter.

1. If a surety fails to perform on any bond or any other party fails to comply with any provision of this section, the City Engineer may take such other and additional legal action as he or she deems appropriate.

2. No surety shall be eligible to provide a bond required herein, nor shall any financial institution be eligible to provide a letter of credit, unless approved in advance by the City Engineer on such terms and criteria as may be established by the City Administrator.

3. a. Escrow agreements and surety bonds approved and provided prior to February 1, 2012, shall continue to be governed in accordance with their terms and the provisions of the St. Peters City Code in effect at the time of their approval; provided however, anything to the contrary contained therein or herein, the same shall be subject to the remedies provided in this Section 405.460 F. in the event of a default as hereinabove described or as set forth in such escrow agreement or surety bond.

b. Escrow agreements and surety bonds approved and provided prior to February 1, 2012, for which the required period of completion of improvements has not yet lapsed may be submitted to the City Engineer for extension or replacement only in accordance with the terms of this section; as amended.

c. Notwithstanding any other provisions of the St. Peters City Code to the contrary with respect to an escrow agreement or surety bond delivered to the City prior to February 1, 2012, the City Engineer may approve a replacement escrow agreement or surety bond only in accordance with the terms of this section; as amended.

K. *Related Entities.* For purposes of this Section, "*related entity*" has the following meaning: a Developer is a "related entity" of another person:

1. If either has a controlling interest in the other, or

2. If any person, firm, corporation, association, partnership, or other entity with a controlling interest in one has controlling interest in the other.

The identification of related entities may be supported by documentation from the Missouri Secretary of State's Office, Jefferson City, Missouri.

SECTION NO. 2. That Section 405.585 of the St. Peters City Code, is hereby amended by deleting the same in its entirety and enacting in lieu thereof the following:

**SECTION 405.585: PUBLIC IMPROVEMENTS INSTALLED OR GUARANTEED**

Subdivision public improvements shall be constructed, installed completed, dedicated, maintained, and guaranteed in the same manner as provided in Section 405.460 F.

SECTION NO. 3. Effective Date.

This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

SECTION NO. 4. Savings.

Should any provision of any ordinance of the City or of the St. Peters City Code be inconsistent with, contrary to, or conflict with the provisions of this Ordinance, the provisions of this Ordinance shall govern.

SECTION NO. 5. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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Read two times, passed, and approved this 11<sup>th</sup> day of August, 2011.

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As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this 11th day of August, 2011.

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Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk