



Department of Planning & Development

PROJECT CLOSEOUT GUIDE (Updated 6/9/2014)

Prior to receiving a Certificate of Occupancy, Certificate of Completion or release of your erosion control bond, the following items will need to be addressed:

(The list is intended only as a guide, not all items apply to every permit...consult with dept. staff for assistance.)

LAND DISTURBANCE PERMITS (Subdivision / Non-subdivision)

- Certificate of Development Conformance Approval (CDC, See attached.)
 - Final As-Built Stormwater Report
 - As-Built Stormwater Drawing (Approved and recorded.)
- Performance and Maintenance Agreement Approval:
 - Completed Bond Calculation Sheet (See attached calculation worksheet.)
 - Sureties in required format (See attached example letter of credit.)
- Final Site Inspections: Planning Dept. Street Dept. Stormwater Dept.
- Project Route Sheet Approval: GA DOT, Gwinnett County (G.C.) Water Resources Dept., G.C. DOT, G.C. Environmental Health, Sugar Hill Gas Dept., Sawnee Electrical Membership or Georgia Power Co., U.S. Postal Service, etc...
- Detention Facility Easement and Maintenance Agreement (Approved and recorded.)
- Copy of Notice of Termination
- Landscaping Surety or Warranty
- Completed Inspections Checklist (Form provided at pre-construction meeting.)

BUILDING PERMITS

- Fire Safety / Occupancy Approval, G.C. Fire Marshal
- Water & Sewer/Septic Approval, G.C. Water Resources Dept. OR G.C. Env. Health Dept.
- G.C. Health Department Approval (As required.)
- Final Inspection and Certificate of Occupancy Approval, Sugar Hill Building Official

Attachments: Certificate of Development Conformance, Development/Performance Maintenance Agreement, Bond Calculation Worksheet and Example Surety.

City of Sugar Hill Certificate of Development Conformance

Date: _____

Project Name: _____

Permit Number: _____

FORWARDED HEREWITH are the recorded drawings, prepared by a Registered Land Surveyor, which include all storm water detention facilities and approved modifications to the 100-year floodplain (if any) and the “as-built” hydrology study for the project with the actual parameters from the record drawing of the detention facilities. The “as-built” hydrology study shall be prepared, signed, sealed, and dated by a Registered Professional Engineer. This is to request final inspection of the forenamed development and approval of Development Conformance.

THIS CERTIFIES that all site work or construction authorized under the Development Permit first noted above, including:

- a. clearing, grubbing, grading and installation of soil erosion and storm water detention facilities as required under said permit;
- b. the location of structures, access, parking, or loading areas or other private improvements as approved under said permit;
- c. the installation and planting of required landscaping, trees or other plant material to satisfy tree protection / replacement or buffer or other landscape regulation as required under said permit;
- d. all facilities, including storm sewer, road widening, new roads, etc. intended for maintenance or operation by or dedication to the City of Sugar Hill;

are in compliance with all plans, specifications, and other conditions approved under the Development Permit and all applicable standards, regulations, codes and ordinances adopted by the City of Sugar Hill as may have been amended by Waiver, Variance, or other relief provided through formal appeal procedures for the subject property, with the sole exception of those improvements so described in the attached SUBDIVISION DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT.

The owner hereby acknowledges that the ratification and approval of a plat by the City shall not be considered an acceptance of any proposed dedication and does not impose on the City any duty regarding the maintenance or improvement of any parts proposed for dedication until the City makes an actual appropriation of the dedicated parts by entry, use, or improvement. The disapproval of a plat shall be considered a refusal by the City of Sugar Hill of the offered dedication indicated on the plat.

Furthermore, all required public improvements, right-of-way of all public streets, drainage easements contained within the street right-of-way and other public facilities and appurtenances shown on the final plat shall be accepted separately by the City of Sugar Hill subject to satisfactory completion of the Subdivision Development Performance and Maintenance Agreement executed for the project and official action being taken by the governing authority of the City.

DATE: _____

OWNER SIGNATURE (CORPORATE SEAL)

(6) _____
NOTARY PUBLIC OR CORPORATE
SECRETARY SIGNATURE

NAME: _____

ADDRESS: _____

OWNER: (7) _____

PHONE: _____

The record drawings were prepared by:

REGISTERED LAND SURVEYOR NAME: (8) _____

REGISTRATION NUMBER: _____ EXPIRATION DATE: _____

FINAL INSPECTION HAS BEEN
COMPLETED AND APPROVAL IS
RECOMMENDED BY:

_____ Date _____

Name: _____

Title: _____

APPROVED BY CITY OF SUGAR HILL
DEPARTMENT OF PLANNING AND DEVELOPMENT:

_____ Date _____

Director, Planning and Development

NOTE: After approval, alteration of the site, the structures herein or the public utilities thereunder by the owner listed herein not in accordance with the Development Permit first noted herein or a subsequently approved Development Permit, shall without further provision immediately nullify the affect of this approval and cause this document to be NULL AND VOID.

Development Performance and Maintenance Agreement

To: City of Sugar Hill

Project Name: _____

Development Permit Number: _____

Based on the approved Certificate of Development Conformance, the owner shall file a final Development Performance and Maintenance Agreement with the City Manager, along with any required performance or maintenance surety, as a prerequisite to the issuance of a Certificate of Occupancy for any part of a project included in the development permit, except for single-family and two-family residential structures. The Development Performance and Maintenance Agreement shall be in a form as required by the City Manager, and shall include the following:

1. Performance

All of the storm water drainage and detention facilities, water and sewer utilities, street base, curbing and sidewalk construction, and grassing of shoulders and easements as required for approval of the Certificate of Development Conformance are to be provided prior to _____, 20__.

Final landscaping shall be provided in accordance with a schedule acceptable to the City. The developer may be allowed up to three months in which to finish the other designated improvements, after the date of approval of the Certificate of Development Conformance.

2. Performance Surety

In guarantee of the faithful completion of all improvements listed under Section 1, Performance, the owner agrees to furnish the City a letter or letters of credit or other acceptable security with good and sufficient surety acceptable to the City in the sums of:

- a. \$ _____, representing 110 percent of the total cost to complete required public improvements as authorized and required by the Preliminary Plat;
- b. \$ _____, representing 110 percent of the estimated cost of materials, and other attendant costs incidental to the installation of the final landscaping. The owner further agrees and acknowledges his responsibility to make this condition known to any party to whom any interest in the subject property is conveyed.

3. Maintenance

The owner hereby warrants to the City that all street improvements, drainage facilities and required landscaping within the development shall be maintained in compliance with the minimum standard requirements of the City in force as of the date of this agreement.

Provided that this warranty shall apply only in such instances of non-compliance with such standard requirements as to which the City shall have given written notice to the owner on or before the date of _____, 20__, said date being not less than 30 calendar months from the date of Approval of Development Conformance—the standard maintenance period.

If after the first 18 months of the standard maintenance period at least 90 percent of the buildings proposed for development on the approved Final Plat have certificates of occupancy issued and inspections of the required public improvements are approved by the City, the owner may request to reduce the surety to 30 percent of the original surety amount for the maintenance of all installations and improvements required by City regulations for the remainder of the standard maintenance period.

4. Maintenance Surety

- a. The owner agrees to furnish the City a letter of credit or other good and sufficient surety acceptable to the City in the sum of \$_____, in guarantee of the faithful maintenance required under section 3, Maintenance, above.
- b. The owner agrees to furnish the City a letter of credit or other good and sufficient surety for the maintenance of landscaping acceptable to the City as follows: in the sum of \$_____; or, Warranty Letter; in guarantee of the faithful maintenance required under section 3, Maintenance, above.

5. Indemnification

The owner agrees to indemnify the City against all liability for damages arising as a result or errors or omissions in the design or construction of the development for a period of ten years. If liability is subsequently assigned or transferred to a successor in title or other person, a copy of such legal instrument shall be filed with the Clerk to Superior Court, Gwinnett County.

6. Severability

If any section, subsection, sentence, clause, or phrase of this agreement shall be declared or otherwise adjudged unconstitutional or void, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intent of the City of Sugar Hill in adopting this agreement that no portion or provision of this agreement shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this agreement.

7. Assignment of Liability

The owner hereby agrees that any assignment or transfer of the provisions of Section 5, INDEMNIFICATION, above, in whole or in part, to any successor in title or other person, shall be recorded with the Clerk of the Superior Court of Gwinnett County and a copy of said legal instrument, as recorded, shall be filed with the Department of Planning and Development.

8. Extensions

This maintenance agreement may be extended by the City Manager at the request of the Developer and if any of the required public improvements are delayed beyond the first 18 months, provided it is in the best interest of the health, safety and welfare of the public. All public improvements shall be covered by a maintenance period of at least 12 months following the date of installation.

9. In Case of Default

Upon inspection of the project if the required public improvements are not installed pursuant to the terms of the agreement, the City Manager may:

- (i) Declare the agreement to be in default and require that all public improvements be installed regardless of the extent of completion of the development at the time the agreement is declared to be in default;
- (ii) Obtain funds pursuant to the surety and complete the public improvements by themselves or through a third party;
- (iii) Assign its right to receive funds pursuant to the surety in whole or in part to any third party, including a subsequent owner of the subdivision or addition for whom the public improvements were not constructed, in exchange for the subsequent owner's agreement to complete the required public improvements; and/or
- (iv) Exercise any other rights available under the law.

DATE: _____

OWNER SIGNATURE (CORPORATE SEAL)

NOTARY PUBLIC OR CORPORATE
SECRETARY SIGNATURE

NAME: _____

ADDRESS: _____

OWNER: _____

PHONE: _____

Subdivision Development Performance and Maintenance Agreement

To: City of Sugar Hill

Subdivision Name: _____

Development Permit Number: _____

Based on the approved Certificate of Development Conformance, the owner shall file a final Subdivision Development Performance and Maintenance Agreement with the City Manager, along with any required performance or maintenance surety, as a prerequisite to the approval of a Final Plat or issuance of a Certificate of Occupancy for any part of a project included in the development permit, except for single-family and two-family residential structures. The Subdivision Development Performance and Maintenance Agreement shall be in a form as required by the City Manager, and shall include the following:

1. Performance

All of the storm water drainage and detention facilities, water and sewer utilities, street base, curbing and sidewalk construction, and grassing of shoulders and easements as required for approval of the Certificate of Development Conformance are to be provided prior to _____, 20__.

Final landscaping shall be provided in accordance with a schedule acceptable to the City. The developer may be allowed up to three months in which to finish the other designated improvements, after the date of approval of the Certificate of Development Conformance.

The final street asphalt wearing course shall be installed after 90% of the houses on the street have been built or prior to the 18th month of the standard maintenance period unless an extension has been granted by the City Manager in accordance with Section 11.6.2 of the Development Regulations.

2. Performance Surety

In guarantee of the faithful completion of all improvements listed under Section 1, Performance, the owner agrees to furnish the City a letter or letters of credit or other acceptable security with good and sufficient surety acceptable to the City in the sums of:

- a. \$ _____, representing 110 percent of the total cost to complete required public improvements as authorized and required by the Preliminary Plat;
- b. \$ _____, representing 110 percent of the estimated cost of materials, and other attendant costs incidental to the installation of the final landscaping. The owner further agrees and acknowledges his responsibility to make this condition known to any party to whom any interest in the subject property is conveyed.

3. Standard Maintenance

The owner hereby warrants to the City that all street improvements, drainage facilities and required landscaping within the development shall be maintained in compliance with the minimum standard requirements of the City in force as of the date of this agreement.

Provided that this warranty shall apply only in such instances of non-compliance with such standard

requirements as to which the City shall have given written notice to the owner on or before the date of _____, 20____, said date being not less than 30 calendar months from the date of Approval of Development Conformance—the standard maintenance period.

If after the first 18 months of the standard maintenance period at least 90 percent of the buildings proposed for development on the approved Final Plat have certificates of occupancy issued and inspections of the required public improvements are approved by the City, the owner may request to reduce the surety to 30 percent of the original surety amount for the maintenance of all installations and improvements required by City regulations for the remainder of the standard maintenance period.

4. Extended Maintenance

Should any of the required public improvements not be installed within the first 18 months from the date of approval of development conformance an additional maintenance surety shall be filed to cover maintenance of all deferred improvements for a period of at least 12 months following the date of inspection approval for such improvements.

5. Maintenance of Asphalt Wearing Course

All streets intended for dedication to the City shall be maintained in compliance with the minimum standard requirements of the City in force as of the date of this agreement for a period of 18 months following the date of inspection approval for the installation of the final asphalt wearing course.

6. Standard Maintenance Surety

- a. The owner agrees to furnish the City a letter of credit or other good and sufficient surety acceptable to the City in the sum of \$_____, in guarantee of the faithful maintenance required under section 3, Maintenance, above.
- b. The owner agrees to furnish the City a letter of credit or other good and sufficient surety for the maintenance of landscaping acceptable to the City as follows: in the sum of \$_____; or, Warranty Letter; in guarantee of the faithful maintenance required under section 3, Maintenance, above.

7. Indemnification

The owner agrees to indemnify the City against all liability for damages arising as a result or errors or omissions in the design or construction of the development for a period of ten years. If liability is subsequently assigned or transferred to a successor in title or other person, a copy of such legal instrument shall be filed with the Clerk to Superior Court, Gwinnett County.

8. Severability

If any section, subsection, sentence, clause, or phrase of this agreement shall be declared or otherwise adjudged unconstitutional or void, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intent of the City of Sugar Hill in adopting this agreement that no portion or provision of this agreement shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this agreement.

9. Assignment of Liability

The owner hereby agrees that any assignment or transfer of the provisions of Section 7, INDEMNIFICATION, above, in whole or in part, to any successor in title or other person, shall be recorded with the Clerk of the Superior Court of Gwinnett County and a copy of said legal instrument, as recorded, shall be filed with the Department of Planning and Development.

8. Extensions

This maintenance agreement may be extended by the City Manager at the request of the Developer and if any of the required public improvements are delayed beyond the first 18 months, provided it is in the best interest of the health, safety and welfare of the public. All public improvements shall be covered by a maintenance period of at least 12 months following the date of installation.

9. In Case of Default

Upon inspection of the project if the required public improvements are not installed pursuant to the terms of the agreement, the City Manager may:

- (i) Declare the agreement to be in default and require that all public improvements be installed regardless of the extent of completion of the development at the time the agreement is declared to be in default;
- (ii) Obtain funds pursuant to the surety and complete the public improvements by themselves or through a third party;
- (iii) Assign its right to receive funds pursuant to the surety in whole or in part to any third party, including a subsequent owner of the subdivision or addition for whom the public improvements were not constructed, in exchange for the subsequent owner's agreement to complete the required public improvements; and/or
- (iv) Exercise any other rights available under the law.

DATE: _____

OWNER SIGNATURE (CORPORATE SEAL)

NOTARY PUBLIC OR CORPORATE
SECRETARY SIGNATURE

NAME: _____

ADDRESS: _____

OWNER: _____

PHONE: _____

City of Sugar Hill
Bond Calculation Form

Updated 06-08-2016

During the development and plat review process, a number of bonds may be required. Fill in the missing data and calculate the total amounts. If you have any questions about which items are applicable to your project, please contact the Planning and Development Department at 770-945-6734.

MAINTENANCE BOND

* Maintenance bonds listed below are calculated at 40% of the total costs.

Road construction	\$ 42 per Centerline linear foot	<u>\$42</u>	X	<u> </u>	=	<u>\$ -</u>
This includes all aspects of road construction (clearing/grading/base/binder/curbing/sidewalks/ grassing/etc ...)						
Drainage structures	\$ 1,100 per structure	<u>\$1,100</u>	X	<u> </u>	=	<u>\$ -</u>
This includes all drainage structures tied into the storm water system (catch basins/yard inlets/junction boxes/etc ...)						
Storm Water Piping	\$ 32 per linear foot	<u>\$32</u>	X	<u> </u>	=	<u>\$ -</u>
This includes all storm water piping, regardless of type or size.						
Maintenance of Right-of-Way	\$ 2 per Center-line linear foot	<u>\$2</u>	X	<u> </u>	=	<u>\$ -</u>
Detention Facility (calculate both, use whichever one is greater)				<u> </u>	=	<u>\$ -</u>
	$\$30/\text{CY} \times \% \text{ impervious} \times \text{Drainage Area (ac)} \times 1" \times 134.44 \text{ CY/AC-In}$	<u> </u>				
	OR					
	$\% \text{ of the cost to construct, whichever is greater.}$	<u> </u>				
Asphalt Topping	\$ 10 per square yard	<u>\$10</u>	X	<u> </u>	=	<u>\$ -</u>
Once the final asphalt topping has been installed, an 18-month maintenance bond is required.						
Total					=	<u>\$ -</u>
Maintenance Bond Amount 40% of Total					=	<u>\$ -</u>

PERFORMANCE BOND

* All Performance bonds shall be calculated at 110% of the total costs to complete (including labor).

Asphalt topping	\$11 per square yard (\$11 x 10%)	<u>\$11.00</u>	X	<u> </u>	=	<u>\$ -</u>
Sidewalk installation	\$3.15 square foot (\$3.15 x 10%)	<u>\$3.15</u>	X	<u> </u>	=	<u>\$ -</u>
Landscaping	▪ Each individual unit cost x 2 (for installation)	Provide a detailed list and costs for review.				
Zoning Conditions	▪ To be assessed individually. Provide a detailed	Provide a detailed list and cost(s) for each Condition not completed.				

LOC/BOND/CHECK # _____

SURETY AGREEMENT FOR MAINTENANCE/PERFORMANCE SURETY

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ as Principal and _____ as Surety, are held bound unto **The City of Sugar Hill, 5039 West Broad Street, Sugar Hill, GA 30518**, as Obligee in the sum of _____ lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that,

WHEREAS, the **Principal** has entered into a Development Performance and Maintenance Agreement with the **Obligee**, dated the ____ day of _____, 20__ in which **Principal** agrees and warrants, that as a condition precedent to approval of the [**Final Plat or Certificate of Occupancy**] for certain property of the **Principal** entitled _____ all required public improvements, street improvements, drainage facilities and required landscaping as approved for construction by permit number _____ shall be constructed and maintained in accordance with the standards aforesaid for a period of ____ months; and

WHEREAS, said [**Final Plat or Certificate of Occupancy**] is to be approved by the **Obligee**, under the terms that a bond is required of said **Principal** and good and sufficient surety payable to the **Obligee** and conditioned that the **Principal** shall well and truly construct and maintain all required public improvements, street improvements, drainage facilities and required landscaping as shown on the approved development plans in accordance with the standard requirements and approved permit of the **Obligee** in force as of the date of said approval.

It is understood that this surety instrument will not be released until such time the **Surety** has been notified in writing by the **Obligee**, that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement executed for this project on the ____ day of _____, 20__.

NOW THEREFORE, if the **Principal** shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the principal in the performance of the terms and conditions of said contract, then the **Surety** shall be liable in payment to the **Obligee**, of a sum not to exceed _____ for the cost of completing the terms and conditions set forth under the contract entered by the **Principal** and the **Obligee**.

SIGNED, SEALED AND DELIVERED THIS ____ day of _____, 20__.

ATTEST:

Principal

By: _____
Name & Title: _____

Surety

By: _____
Name & Title: _____