

# Project Closeout Packet

## **The Following Information is Included in this Packet:**

1. Project Closeout Flow Chart
2. Document Requirements Sheet
3. Performance Bond (incomplete roads, sidewalks, and landscape)
4. Maintenance Bond (roads, sidewalks, and landscape)
5. Stormwater Maintenance Agreement and Bond (detention ponds)
6. Stormwater As-built Checklist (detention ponds)
7. GIS Mapping Form (final plats)

# Project Closeout Process



## Final Inspections

Once construction is nearing completion, an applicant shall contact the City to schedule a final site inspection (schedule inspections online).

City of Chamblee final inspections:

1. Planning and zoning
2. Erosion
3. Arborist
4. Building

## Inspection Comments

1. Receive final inspection comments from staff based on comparison of approved site plan and conditions to what is constructed on site.
2. Corrections shall be made prior to final site inspection approval.

## Project Closeout

1. Submit external inspection approvals.
2. Submit digital copy of plan set with inspection signatures (TIFF file format) – as determined necessary by the CBO.
3. Submit recorded public access easements, as required.
4. Pay Green building certification fee (all new buildings over 20,000 sf). Fee for buildings 20,000-50,000 sf is \$0.26/sf; fee for buildings over 50,000 sf is \$17,500. Fee is refunded upon submittal of final documentation of green building certification.
5. Performance Bond (incomplete roads, sidewalks, landscape)—150%.
6. Maintenance Bond (roads, sidewalks, landscape)—60%
7. Stormwater Maintenance Agreement executed (detention ponds).
  - a. Maintenance Bond (detention ponds)—\$5.00/cubic foot of storage.
  - b. Maintenance agreement to be recorded after approval by City Council (final plats).
8. Stormwater As-builts reviewed and approved by City Engineer (detention ponds) -10 business day review process.
9. Itemized costs justify bond amounts.

## Questions?

Just ask. Contact Antionette, our Development Coordinator, at 770-986-5024 or [amcmillan@chambleega.gov](mailto:amcmillan@chambleega.gov)

## DOCUMENT REQUIREMENTS – CITY OF CHAMBLEE

The Erosion Control Bond is **due prior to the issuance of a Land Disturbance Permit**. All other bonds and paperwork are **due prior to project closeout/issuance of Certificate of Occupancy**.

### Erosion Control Bond

Prior to issuance of the Land Disturbance Permit, the applicant shall post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof, of **\$3,000.00 per acre** or fraction thereof of the proposed land-disturbing activity. The bond must be issued by a licensed surety with power of attorney in the state. The bond shall be in force until the developer can demonstrate that all disturbed areas are stabilized and covered with one season's growth of permanent vegetation per inspection by the City's authorized erosion control agent.

### Green Building Certification Fee

The applicant of a new building 20,000 sf or greater shall pay a fee to ensure successful completion of the green building certification as set forth in the code. Upon certification, the fee paid shall be refunded to the applicant. The fee for buildings 20,000-50,000 sf is \$0.26/sf; the fee for buildings over 50,000 sf is \$17,500.

### Performance Bond (incomplete roads, sidewalks, and landscape)

Prior to approval of a final plat or issuance of a certificate of occupancy, the developer or owner shall provide As-Built Drawings and, if necessary, post a performance bond or cash escrow guaranteeing installation of all site development infrastructure such as streets, sidewalks, landscaping and streetscape that may not be complete prior to approval of a final plat or certificate of occupancy. The bond will be in the amount of **150 percent of the estimated cost** of all unfinished work and materials required by City Ordinances and the approved site development and construction plans. **Bond submittal shall be accompanied by a calculation of all required improvements to justify bond amount.** The duration of the bond shall be for no longer than 12 months or until such lesser time that the improvements are accepted by the city. Following a notice of completion by the owner or developer, the City Manager or designee shall make an inspection and notify the owner or developer and the bond company of final acceptance or require any corrections to be made prior to bond release.

### Maintenance Bond (roads, sidewalks, and landscape)

Prior to issuance of a certificate of occupancy, the developer or owner shall post a maintenance bond or cash escrow guaranteeing all roads, sidewalks, and landscaping materials and work for a period not to exceed **24 months** after approval or acceptance thereof by the City. The bond will be in the amount of **60 percent of the estimated cost** of replacing all of the roads, sidewalks, and landscaping required by code. **Bond submittal shall be accompanied by a calculation of all required improvements to justify bond amount.** At the end of 24 months, the City Manager shall make an inspection and notify the owner or developer and the bond company of acceptance or any corrections to be made prior to bond release.

### Stormwater Maintenance Bond (detention ponds)

Prior to issuance of a certificate of occupancy, the developer or owner shall post a maintenance/performance bond for the project's stormwater management measures in the amount of **five dollars (\$5) per cubic foot** of storage provided shall be required for a **24-month** period. **Bond submittal shall be accompanied by a calculation of storage to justify bond amount.** This bond shall be presented to the City along with a stormwater maintenance agreement. At the end of 24 months, the City Manager shall make an inspection and notify the owner or developer and the bond company of acceptance or any corrections to be made prior to bond release.

### Recorded Stormwater Maintenance Agreement (detention ponds)

Prior to issuance of a certificate of occupancy, the developer or owner shall complete a Stormwater Maintenance Agreement for the project's stormwater management measures. The draft agreement shall be modified to reflect the designs of the subject project and shall include all required signatures. Once approved, the Agreement shall be recorded at DeKalb Superior Court and returned to the City.

### Stormwater As-builts (detention ponds)

One signed and sealed PDF copy of the Stormwater as-built drawing (plan and profile) for storm water drainage structures and piping shall be submitted for review by the City Engineer. The drawings shall be approved by the City Engineer prior to issuance of a certificate of occupancy.

### Confirmation of recorded easements

Any easements required per the UDO or other development procedures shall be recorded and one TIFF electronic copy submitted to the City prior to issuance of certificate of occupancy or project closeout.

Street, Sidewalk, Landscape and Streetscape Performance Bond  
City of Chamblee, GA

Bond No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_ (Contractor/Developer, address)  
(Hereafter called the "Principal"), as Principal, and \_\_\_\_\_ (Insurance company), a  
corporation duly organized under the laws of the State of \_\_\_\_\_ And duly licensed to  
transact business in the State of Georgia (herein called the "Surety"), as Surety, are held and firmly bound  
unto City of Chamblee, Georgia in the sum of \_\_\_\_\_ for the payment of which  
sum well and truly to be made, we the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the City of Chamblee, Georgia requires a development within the City of Chamblee,  
Georgia to conform with the requirements of the City of Chamblee Tree Preservation Ordinance,  
Streetscape Design Guidelines, Subdivision Regulations, and Zoning Ordinance and portions of the  
required streets, sidewalk, landscape, and streetscape improvements are incomplete, pending further  
design and construction approval of the Georgia Department of Transportation and the City of Chamblee,  
as applicable.

WHEREAS, City of Chamblee, Georgia requires prior to issuance of a Certificate of Occupancy, that the  
Principal shall post a Performance Bond in the amount of 150% of the estimated cost of installing the  
above-required street, sidewalk, landscaping, and streetscape improvements, and said Bond shall  
guarantee installation of all materials and workmanship prior to issuance of a Certificate of Occupancy by  
the City of Chamblee for the **PROJECT NAME AND ADDRESS**.

NOW, THEREFORE, THE CONDITION ON THIS OBLIGATION IS SUCH if said improvements shall  
meet the code requirements of the City of Chamblee and shall be complete and free from defects of  
workmanship and materials, then this obligation shall be released and found to be null and void;  
otherwise to remain in full force and effect.

\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
( ) \_\_\_\_\_  
By: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
( ) \_\_\_\_\_  
By: \_\_\_\_\_  
(Surety)

Street, Sidewalk, Landscape and Streetscape Maintenance Bond  
City of Chamblee, GA

Bond No. \_\_\_\_\_

Amount: \$

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_ (Contractor/Developer, address)  
(Hereafter called the "Principal"), as Principal, and \_\_\_\_\_ (Insurance company), a  
corporation duly organized under the laws of the State of \_\_\_\_\_ And duly licensed to  
transact business in the State of Georgia (herein called the "Surety"), as Surety, are held and firmly bound  
unto City of Chamblee, Georgia in the sum of \_\_\_\_\_ for the payment of which  
sum well and truly to be made, we the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the City of Chamblee, Georgia requires a development within the City of Chamblee,  
Georgia to conform with the requirements of the City of Chamblee Tree Preservation Ordinance,  
Streetscape Design Guidelines, Subdivision Regulations, and Unified Development Ordinance and  
portions of the required streets, sidewalk, landscape, and streetscape improvements.

WHEREAS, City of Chamblee, Georgia requires prior to issuance of a Certificate of Occupancy, that the  
Principal shall post a Maintenance Bond in the amount of 60% of the estimated cost of installing the  
above-required street, sidewalk, landscaping, and streetscape improvements, and said Bond shall  
guarantee installation of all materials and workmanship prior to issuance of a Certificate of Occupancy by  
the City of Chamblee for the **PROJECT NAME AND ADDRESS** for a period of 24 months.

NOW, THEREFORE, THE CONDITION ON THIS OBLIGATION IS SUCH if said improvements shall  
meet the code requirements of the City of Chamblee and shall be complete and free from defects of  
workmanship and materials, then this obligation shall be released and found to be null and void;  
otherwise to remain in full force and effect.

\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
( ) \_\_\_\_\_  
By: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
( ) \_\_\_\_\_  
By: \_\_\_\_\_  
(Surety)

**STORMWATER BMP MAINTENANCE AGREEMENT**

**WHEREAS**, the Property Owner \_\_\_\_\_ recognizes that the wet or extended detention facility or facilities (hereinafter referred to as “the facility” or “facilities”) and all other structural or non-structural facilities designed to meet the requirements of the City of Chamblee’s stormwater management requirements must be maintained for the development called, \_\_\_\_\_, located in Land Lot(s) \_\_\_\_\_, District(s) \_\_\_\_\_, of the City of Chamblee, DeKalb County, Georgia; and,

**WHEREAS**, the Property Owner is the owner of real property more particularly described on the plat attached as Exhibit A, and,

**WHEREAS**, the City of Chamblee (hereinafter referred to as “the City”) and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, Appendix A, Unified Development Ordinance, requires that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

**SECTION 1**

The facility or facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

**SECTION 2**

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B. For purposes of this Agreement, Property Owner is defined as the \_\_\_\_\_, as well as each subsequent individual lot owner in the subdivision known as \_\_\_\_\_, which lots are shown on \_\_\_\_\_, as recorded in the Superior Court of DeKalb County.

### **SECTION 3**

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of the City of Chamblee to allow the City to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit C and by reference made a part hereof.

### **SECTION 4**

In the event the Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in the Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

### **SECTION 5**

In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property, or real properties of said Property Owner in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the facility or facilities.

### **SECTION 6**

It is the intent of this agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

### **SECTION 7**

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

## **SECTION 8**

The Property Owner shall provide the City with a bond or a letter of credit providing for the maintenance of the facility or facilities pursuant to the City's Development Regulations concerning Maintenance Agreements.

## **SECTION 9**

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement as Exhibit D and by this reference said report shall be made a part hereof for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

## **SECTION 10**

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

## **SECTION 11**

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of DeKalb County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

## **SECTION 12**

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

## **SECTION 13**

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.



**MAINTENANCE AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER**  
**CORPORATION**

\_\_\_\_\_  
Name of Corporation: \_\_\_\_\_, A Georgia Corporation

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_  
(President or Vice President) (Corporate Secretary or  
Corporate Secretary Assistant)

(CORPORATE SEAL)

**CITY OF CHAMBLEE, GEORGIA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Mayor, City of Chamblee

(SEAL)

- Attachments: Exhibit A (Plat and Legal Description)  
Exhibit B (Maintenance and Inspection Schedule)  
Exhibit C (Access Easement)  
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

**MAINTENANCE AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER**  
**PARTNERSHIP**

\_\_\_\_\_  
Name of Partnership: \_\_\_\_\_,  
A Georgia General Partnership Corporation

By: \_\_\_\_\_ (Seal) Attest: \_\_\_\_\_  
Witness

Title: \_\_\_\_\_ (Seal)  
General Partner Notary Public

**CITY OF CHAMBLEE, GEORGIA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Mayor, City of Chamblee

(SEAL)

Attachments: Exhibit A (Plat and Legal Description)  
Exhibit B (Maintenance and Inspection Schedule)  
Exhibit C (Access Easement)  
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

**MAINTENANCE AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER  
LIMITED LIABILITY CORPORATION**

\_\_\_\_\_  
Name of LLC: \_\_\_\_\_,

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Witness

Title: \_\_\_\_\_ (Seal)  
Managing Person Notary Public

**CITY OF CHAMBLEE, GEORGIA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Mayor, City of Chamblee

(SEAL)

- Attachments: Exhibit A (Plat and Legal Description)  
Exhibit B (Maintenance and Inspection Schedule)  
Exhibit C (Access Easement)  
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

**MAINTENANCE AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER**  
**INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By : \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Witness  
\_\_\_\_\_  
Printed Name Printed Name

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Witness  
\_\_\_\_\_  
Printed Name Printed Name

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Witness  
\_\_\_\_\_  
Printed Name Printed Name

\_\_\_\_\_  
Notary Public (Seal)

**CITY OF CHAMBLEE, GEORGIA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Mayor, City of Chamblee

(SEAL)

- Attachments: Exhibit A (Plat and Legal Description)  
Exhibit B (Maintenance and Inspection Schedule)  
Exhibit C (Access Easement)  
Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

**EXHIBIT A**

**Plat and Legal Description**

## **EXHIBIT “B”**

### **BMP Maintenance and Inspection Schedule for Underground Pond Facilities**

1. Detailed inspections to be performed annually by a qualified inspector.
2. Remove any trash/ debris and sediment buildup in the underground vaults, tanks or pipes annually.
3. Perform structural repairs to inlet and outlets as needed, based on inspection.
4. Inspections are to follow the provided inspection report checklist. (See Exhibit D “BMP Operations and Maintenance Inspection Report for Underground Pond Facilities”).

**EXHIBIT "C"**

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT**

**STATE OF GEORGIA**

**CITY OF CHAMBLEE**

THIS EASEMENT granted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

between the property owner \_\_\_\_\_ as party of the first part, hereinafter referred to as Grantor, and CITY OF CHAMBLEE, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this easement and in consideration of the agreements and covenants contained in this document and the Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the property shown on Exhibit "A" to the Maintenance Agreement, described by the legal description attached hereto and as also shown and identified on the plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to prevent development of the property within the easement following issuance of the Certificate of Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without written permission from the City of Chamblee. This easement is required by the provisions of the Maintenance Agreement executed by and between the Grantor and Grantee.

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER**  
**CORPORATION**

\_\_\_\_\_  
Name of Corporation: \_\_\_\_\_, A Georgia Corporation

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_  
(President or Vice President) (Corporate Secretary or  
Corporate Secretary Assistant)

(CORPORATE SEAL)

Attachments: Exhibit 1 (Plat and Legal Description of Easement)



**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER**  
**PARTNERSHIP**

\_\_\_\_\_  
Name of Partnership: \_\_\_\_\_,  
A Georgia General Partnership Corporation

By: \_\_\_\_\_ (Seal) Attest: \_\_\_\_\_  
Witness

Title: \_\_\_\_\_ (Seal)  
General Partner Notary Public

Attachments: Exhibit 1 (Plat and Legal Description Easement)

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER**  
**LIMITED LIABILITY CORPORATION**

\_\_\_\_\_  
Name of LLC: \_\_\_\_\_,

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Witness

Title: \_\_\_\_\_ (Seal)  
Managing Person Notary Public

Attachments: Exhibit 1 (Plat and Legal Description of Easement)

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER**  
**INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By : \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Witness  
\_\_\_\_\_  
Printed Name Printed

Name

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Witness  
\_\_\_\_\_  
Printed Name Printed Name

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Witness  
\_\_\_\_\_  
Printed Name Printed Name

\_\_\_\_\_  
(Seal)  
Notary Public

Attachments: Exhibit 1 (Plat and Legal Description of Easement)

**EXHIBIT 1**

Plat and Legal Description of Easement

**STORMWATER MAINTENANCE/PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_ of \_\_\_\_\_ County, State of \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and bound unto City of Chamblee, Georgia 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 will inspect and maintain the operational characteristics of any facility constructed on their property for storm water detention or water quality such that the facility complies with the requirements of the Development Regulations at the time the facility was approved by the City of Chamblee as demonstrated in the Storm Water Management Report for the facility, and to maintain the facility free of obstruction, silt or debris.

WHEREAS, Storm Water Management facilities are required to minimize the impact of development on the storm water hydrology, hydraulics and water quality, under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Chamblee and conditioned that the Principal shall well and truly maintain all storm drainage facilities used for water quality and quantity best management practices shown on the development plans for the property in accordance with Section 34-904(e) of the City of Chamblee Code of Ordinances; and

WHEREAS, the Principal has entered into a Maintenance Agreement with the City of Chamblee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in which Principal agrees and warrants, that as a condition precedent to approval of the development plans for the property of the Principal entitled \_\_\_\_\_, all storm drainage facilities used for water quality and quantity best management practices shall be maintained in accordance with the standards aforesaid for a period of 24 months;

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

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 City of Chamblee of a sum not to exceed \$ \_\_\_\_\_ for the cost of completing the terms and conditions set forth under the contract entered by the Principal with the City of Chamblee.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of:

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
Principal Signature

\_\_\_\_\_  
Corporate Secretary \_\_\_\_\_  
Printed Name and Title

BY: \_\_\_\_\_  
Printed Surety Name

ATTEST: \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_  
Corporate Secretary \_\_\_\_\_  
Printed Name and Title

**SURETY AGREEMENT FOR MAINTENANCE LETTER OF CREDIT**

DATE: \_\_\_\_\_

SUBJECT: SURETY AGREEMENT FOR MAINTENANCE (LETTER OF CREDIT)

PROJECT NAME: \_\_\_\_\_

To Whom It May Concern:

This is to advise that \_\_\_\_\_, as Surety, is holding at the request of \_\_\_\_\_, as Principal, the amount of \$ \_\_\_\_\_ as an assignment that the subject facility will be maintained in accordance with the City of Chamblee regulations and for a period of 24 months this money will not be released until such time that we are notified in writing by the City of Chamblee Department of Development that the work has been properly and satisfactorily completed in accordance with the Maintenance Agreement for the project executed by the Principal on \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the Principal will inspect and maintain the operational characteristics of any facility constructed on their property for storm water detention or water quality such that the facility complies with requirements of the Development Regulations in effect at the time the facility was approved by the City of Chamblee as demonstrated in the Storm Water Management Report for the facility, and to maintain the facility free of obstructions, silt or debris.

This is also to advise that if the Principal should fail to perform as stipulated in the said agreement, this party as Surety will reimburse the City of Chamblee the amount of the cost of the needed repairs providing, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

BANK BY

\_\_\_\_\_  
Typed Name of Issuer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Title

ATTEST: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
(Title) Corporate Secretary

**CITY OF CHAMBLEE**  
**(Exhibit D)**

BMP Facility Operation and Maintenance Inspection Report for Pond Facilities  
(THIS MAY BE USED AS A TEMPLATE FOR OTHER BMPs)

Inspector Name \_\_\_\_\_ Community \_\_\_\_\_

Inspection Date \_\_\_\_\_ Address \_\_\_\_\_

Type of BMP \_\_\_\_\_

Watershed \_\_\_\_\_ Tax Map \_\_\_\_\_

Date of Most Recent Rainfall \_\_\_\_\_

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
Upstream					
Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Functioning					
7. Seeps/Leaks on Downstream Face					
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Build" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
B. Riser and Principal Spillway Type: Reinforced Concrete _____ Corrugated                    _____ Masonry                        _____ *Indicates Dry Ponds Only 1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks & Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool – Wet Ponds					
1. Undesirable Vegetative Growth					



ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas – Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					
F. Water Quality Facilities					
1. Vegetation Adequate					
2. Undesirable Vegetation					
3. Standing Water					
4. High Water in observation well					
5. Drainage to Facility obstructed					
6. Drainage from erosion					
7. Condition of outfall/overflow					
8. Proprietary Structure					
a. Apparent damage					
b. Debris removal required					

c. Water level appropriate					
d. Maintenance record available					
G. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)					
3. Aesthetics					
a. Grass Mowing Reqd.					
b. Graffiti Removal Reqd.					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

II. SUMMARY

Inspector's Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. Overall Condition of Facility (Check One) Acceptable \_\_\_\_\_

Unacceptable \_\_\_\_\_

2. Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



## As Built Drawing Checklist

PROJECT: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

DEVELOPER: \_\_\_\_\_ PHONE: \_\_\_\_\_

DESIGN ENGINEER: \_\_\_\_\_ PHONE: \_\_\_\_\_

**IF THIS IS A RE-SUBMITTAL:** Return the last redlined checklist and red lined copy of plans with new submittal set of plans

For reviewer use only:

Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_ Iteration of Review (Initial, second, etc.): \_\_\_\_\_

Checklist marks to be interpreted as follows:

- OK     Revision Required/Provide     N/A Not Applicable     N/R Not Required  
 ? Additional Information Required    (###) indicates section reference to Chamblee Unified Development Ordinance

### CHECKLIST OVERVIEW

This checklist was created to assist applicants seeking project closeout and a **Certificate of Occupancy (C.O.)** for a commercial project. This includes preparation and submittal of complete and code compliant record drawing plans for record review to the City of Chamblee. Commercial projects include: retail or office projects, single-family subdivisions, multi-family development and grading of one tenth (0.10) of an acre or greater. A final inspection of land development activity and improvements installed shall be required and approved by the City Engineer, following submission and review of the as-built package.

This page summarizes major components required for final submittal, with a comprehensive checklist contained in the pages that follow. **This checklist is specific to Chamblee civil work (site plan, storm drainage, etc.), and is not inclusive of other related building inspections, submittals, reviews, etc. that may be required from other City departments or jurisdictions.** All work must have been completed in conformance with an approved site plan and applicable City ordinances, codes and policies.

### Submittal Requirements for Record Drawing Review

1. \_\_\_\_\_ One (1) original annotated record drawing review checklist
2. \_\_\_\_\_ One (1) set of **engineer** signed and sealed, original approved Construction Drawings
3. \_\_\_\_\_ One (1) set of **surveyor** signed and sealed, record Construction Drawings  
(*NOTE: contractor's redlined field as-builts is NOT acceptable*)
4. \_\_\_\_\_ Record "as-built" hydrology study or hydrology certification letter from design engineer
5. \_\_\_\_\_ Record Drawing Review Fees
6. \_\_\_\_\_ Projects one acre or more; Submit notice of termination (NOT) per NPDES permit requirements;
7. \_\_\_\_\_ Copy of final erosion control inspection report

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**ENGINEERING: General Requirements for Record Construction Drawings**

1. Provide Original **City Stamped Approved Construction Drawings** according to the following:

- \_\_\_\_\_ Maximum sheet size of 24"x 36"
- \_\_\_\_\_ Plans at an acceptable scale: 1" = 20', 1" = 30', 1" = 40', 1" = 50', or 1" = 100'
- \_\_\_\_\_ Plan set should be a copy of the city approved construction documents which contains the City stamp and any other agency stamps (similar to field copies that are required on site during construction)

2. Provide a **Sealed Survey**, to scale and include;

- \_\_\_\_\_ Date of as-built survey;
- \_\_\_\_\_ North arrow;
- \_\_\_\_\_ Property lines, bearings and distances;
- \_\_\_\_\_ Existing structures, where new work connects, noting their disposition.

3. Utility As built

- \_\_\_\_\_ Include copies of all record documents submitted to and approved by DeKalb County
- \_\_\_\_\_ Storm Drainage Systems:
  - \_\_\_\_\_ Inert & top elevations
  - \_\_\_\_\_ Pipe sizes & slopes

4. Stormwater Management

- \_\_\_\_\_ Topography of above ground detention and water quality features
- \_\_\_\_\_ Surveyed limits of underground storage facilities
- \_\_\_\_\_ Certified submittal documentation for all installed proprietary systems

5. As built Hydrology Study

- \_\_\_\_\_ Route all required storms utilizing as built facility parameters
- \_\_\_\_\_ Provide results for routed flows, water quality & channel protection volumes (discharge & water surface) for required, design & as built conditions
- \_\_\_\_\_ Include maintenance schedule

DeKalb County GIS Department  
 330 Ponce de Leon Avenue  
 Suite 600  
 Decatur, Georgia 30030  
 ATTENTION: \_\_\_\_\_

**FOR COUNTY USE ONLY:**  
 Recv'd. by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 For Permit: YES or NO  
 Mapper: \_\_\_\_\_

I hereby request and authorize the DeKalb County GIS Department, Property Mapping Division to:

- ( ) SEPARATE the following properties in accordance with the attached plat or deed.
- ( ) COMBINE the following properties. **USAGE:**  Commercial or  Residential
- ( ) REPARCEL in accordance with the attached plat, or survey or deed.

Parcel(s): \_\_\_\_\_

Parcel(s): \_\_\_\_\_

Parcel(s): \_\_\_\_\_

NOTE: After separation of parcel, please indicate which parcel the structure should remain on.  
 Provide Sketch or plat showing building location if possible.

\_\_\_\_\_  
 \_\_\_\_\_

**PLEASE NOTE: This request is subject to all City Zoning & Building Requirements under the jurisdiction of the CITY OF \_\_\_\_\_.** If you have any further questions concerning these City Zoning & Building Requirements, please contact the referenced City Officials for clarification.

**Signature of Owner(s)**  
 or Authorized Agent: x \_\_\_\_\_ **Print Name(s):** x \_\_\_\_\_

**Date:** x \_\_\_\_\_ **Telephone Number:** x \_\_\_\_\_

**Email Address:** x \_\_\_\_\_

**Do Not Write Below County Use Only:**

MAP CHANGES	Date:	By:
Parcel I.D.		
Dimension:		Acres:
Situs Address:		
NEW PARCEL		
Parcel I.D.		
Dimensions:		Acres:
Situs Address:		
PARENT PARCEL		
Parcel I.D.		
New Dimensions:		Acres:
Situs Address:		