

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

Principal Amount: \_\_\_\_\_

**LANDSCAPE MAINTENANCE AND WARRANTY BOND**

Project: \_\_\_\_\_

City of Pooler Permit No.: (if applicable) \_\_\_\_\_

Project Location: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, registered business address of \_\_\_\_\_; as Principal, hereinafter called "CONTRACTOR," and hereinafter called the "SURETY," registered business address of \_\_\_\_\_, a Surety insurer, chartered and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Georgia, are held and firmly bound unto the City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261, herein called the "OBLIGEE," in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum truly to be made to Obligee, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

**WHEREAS**, Contractor has constructed various public improvements, detailed as:

\_\_\_\_\_ in accordance with the General Conditions, Drawings, Specifications, Plans, etc. on file for the Project defined above and herein. Contractor constructed the improvements in accordance with all applicable Ordinances of the City of Pooler, in addition to any other applicable local, state, or federal code, regulation, guideline, conditions, etc.

**NOW THEREFORE** for a period of \_\_\_\_\_ months, commencing on the date of acceptance of this Bond by Obligee:

1. The Contractor shall promptly and faithfully protect Obligee against any defects in the Project resulting from faulty materials, workmanship, design, or any other cause (excluding acts of nature);
2. In the event defects are found and identified, Obligee shall promptly notify Contractor in writing, stating the defect or defects to be remedied;
3. The Contractor shall initiate repairs within thirty (30) days of notice from Obligee and completes repairs within a reasonable time;
4. Upon completion of repairing the defect(s), Contractor shall submit a written request for a final inspection of the repairs to Obligee;

5. Contractor shall pay all costs and expenses incurred for, or incidental to, compliance with the requirements of this Bond, the Code of Ordinances for the City of Pooler, and any other applicable local, state, or federal code, regulation, guideline, conditions, etc.;

6. Should Contractor fail to begin work within thirty (30) days of written notice from Oblige, Oblige shall then notify Surety in writing of the defect(s) who may, within thirty (30) days from the date of notice from Oblige,

- a. elect to take action as it deems necessary to insure performance of the Contractor's obligations herein, or
- b. submit a written request to Oblige seeking to repair the defect(s) as if it were Contractor in accordance with the terms and obligations herein, such request may be approved by Oblige in its discretion;

7. If repairs of any defect(s) are not commenced after expiration of the thirty (30) day period afforded to Surety in accordance with paragraph 6 above, Oblige may elect to repair the defect(s), and Contractor and Surety, jointly and severally, shall pay all expenses and costs of any kind incurred by Oblige, together with any damages direct or consequential Oblige may sustain as a result of the defect(s) or the failure to timely repair the defect(s); and

8. Oblige shall have the right to contract for repair of any defect(s) not timely repaired, with any repairs being awarded in accordance with all applicable local, state, and federal laws. Contractor and Surety, jointly and severally, shall become immediately liable to Oblige for any amount owed under such contract.

This Bond shall automatically renew unless released by Oblige in accordance with the Code of Ordinances for the City of Pooler, at which time the rights and obligations created herein shall be void. Otherwise, it remains in full force and effect.

The principal amount of this Bond may be reduced in accordance with the Code of Ordinances for the City of Pooler, upon express written approval by the Oblige.

Subject to any right or reservation set forth herein, Surety shall assume and perform any and all obligations of the Contractor upon the Contractor's failure or refusal to fulfill its obligations under this Bond.

**IT IS FURTHER** understood that should Oblige be required to institute legal proceedings in order to collect any funds under this Bond, venue shall be exclusively in the Superior Court of Chatham County, Georgia, and Contractor shall be responsible for any and all attorney's fees and court costs incurred by Oblige, together with interest from the date of default, at the rate permitted by The Official Code of Georgia, Title 7, Chapter 12, Article 1, Section 12 (O.C.G.A. § 7-4-12) or any amendments thereto.

**[SPACE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.:

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)  
ATTEST:

CONTRACTOR

\_\_\_\_\_  
WITNESS AS TO CONTRACTOR

\_\_\_\_\_  
CONTRACTOR – Signature

\_\_\_\_\_  
WITNESS AS TO CONTRACTOR

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
Title

(SEAL)  
ATTEST:

COMPANY NAME

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
SURETY (Print Company Name)

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
Business Address

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print Name)

OR

(SEAL)  
ATTEST:

SURETY'S AGENT

\_\_\_\_\_  
WITNESS AS TO AGENT

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

\_\_\_\_\_  
As Attorney in Fact (Attached Power)

\_\_\_\_\_  
WITNESS AS TO AGENT

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Agent's License Number

\_\_\_\_\_  
Agent's Name

STATE OF GEORGIA     )

COUNTY OF CHATHAM    )

AN ORDINANCE TO AMEND CHAPTER 42, ARTICLE VI, SECTION 204.1 OF THE CODE OF ORDINANCES FOR THE CITY OF POOLER, GEORGIA; TO REPEAL CONFLICTING ORDINANCES, TO SET AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE MAYOR AND COUNCILMEMBERS OF THE CITY OF POOLER, GEORGIA, do hereby ordain as follows:

I.

That Section 42-204.1 of the Code of Ordinances of the City of Pooler be amended as follows:

**Section 42-204.1. – Requirements for certificate of occupancy, maintenance and perpetual compliance.**

- (a) Final inspection. The park and tree superintendent shall make a final inspection of trees and landscaping for completeness prior to issuance of the certificate of occupancy.
- (b) Two-year tree and landscape establishment bond.
  - (1) A two-year tree and landscape establishment bond on a form approved by the city, or escrow account shall be provided to the public works department after the park and tree superintendent approves the trees and landscaping at the final inspection and prior to issuance of the certificate of occupancy. The bond or escrow amount shall be 100 percent of the total landscaping costs (with 20 percent reduction as provided in Section 42-204 of this Article.) If a bond is offered, it shall be executed by a surety or guaranty company qualified to transact business in the State of Georgia and acceptable to the city. At the end of 12 months, an inspection will be scheduled for continued compliance.
  - (2) Two years after the date of the bond, the park and tree superintendent will inspect the site and make a determination of whether the required trees and landscaping are viable, and if so, the city may release the bond or escrow account upon approval by the aldermanic board.
  - (3) The bond or escrow shall remain in force until released by the aldermanic board and shall not automatically expire at the end of 12 months. Bond and escrow forms are available from the office of the city clerk.

(c) Perpetual compliance. After release of the required landscape establishment bond, all sites are required to remain in perpetual compliance with the approved landscape plan and are subject to inspection by the city for this purpose. If deficiencies are found, the owner of the property shall be notified to correct the deficiencies within 90 days. If the deficiencies are not corrected in 90 days, the city will seek administrative or judicial relief, as appropriate.

II.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.


III.

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

IV.

This amendment shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this 5<sup>th</sup> day of June, 2017

  
Michael F. Lamb, Mayor

ATTEST:

  
Maribeth Lindler, Clerk of Council

Sec. 42-204. - Landscape plan.

The landscape plan should be submitted with the site plan for approval by the city's planning and zoning commission before any land-disturbing is to take place. Each phase of the development must include this landscape plan, which, at a minimum, shall include:

- (1) A tree survey showing the minimum tree coverage as set forth in this article, completed by a state registered land surveyor. If a portion of the tract is not to be disturbed, then a tree survey is not required on that portion;
- (2) A clearing plan completed by a professional to include civil engineers, land surveyors, architects, or landscape architect, showing the location of significant trees to be removed;
- (3) A tree replacement plan and the method of tree protection to be used;
- (4) Areas of the site to be covered with asphalt or concrete;
- (5) If a residential subdivision, a typical lot layout is required showing the minimum tree requirement of three trees per lot;
- (6) Location, size and types of trees, shrubs and groundcover to be planted on the site. Developers are encouraged to incorporate: natural earth forms, native vegetation, dumpster and parking area screening and hidden light sources;
- (7) All trees and landscaped areas shall be provided with a means for delivery of water in a quantity that is sufficient to establish and maintain the viability of the plants;
- (8) In-ground irrigation systems installed which supply water to all newly planted trees and plant material shall result in a 20 percent reduction of the landscape establishment bond;
- (9) A water supply is not required for areas of established trees and other vegetation that are retained for green space, provided that site grading or development activities will not result in damage to said areas.

(Ord. of 12-20-2004, § 2; Ord. of 12-17-2012, §§ I, II)