



Where Georgia comes together.

Planning Commission Work Session Agenda

Monday, June 24, 2024 – 5:30pm

Community Development Office, 741 Main Street, Perry

1. Call to Order
2. Roll Call
3. Citizens with Input
4. Capital Improvement Projects Update
5. New Business
 - Preliminary plat procedures
 - Updated text for maintenance warranties
 - Schedule Commission training – July Work Session?
6. Other Business
7. Adjournment



**Where Georgia comes together.
Memorandum**

To: Planning Commission
From: Bryan Wood, Community Development Director
Date: June 17, 2024
Re: Preliminary Plat Administration

At the next Planning Commission Work Session, I would like to discuss the Commission's thoughts on revising the Land Management Ordinance to make preliminary plat review an administrative (staff) function, rather than a quasi-judicial (planning commission) one.

Currently, the Planning Commission is authorized to act on preliminary plats for subdivision of property. The plats are reviewed by City staff for conformance with requirements of the zoning district in which the land is located, and other applicable development standards. A staff report is provided to the Commission indicating compliance or noncompliance along with recommendation for approval or approval with conditions. (A preliminary plat that does not comply with requirements is not scheduled for Planning Commission review.)

Holding a public hearing for a preliminary plat only frustrates both citizens and, I believe, the Commission, since the Commission has limited discretion in acting on a preliminary plat. If a plat meets the requirements of the LMO with regard to lot size, lot width, street access, right-of-way width, space for required infrastructure, and any other applicable requirement, it must be approved.

The development of land as a subdivision should be no different from the development of land as a retail center, for example. Applications for development of a retail center are reviewed by City staff for conformance with zoning and other applicable regulations. If the proposal complies with these requirements, a permit is issued.

2-3.13. Subdivisions. The Commission shall be the official platting authority.

- (A) *Pre-application review.* Whenever the subdivision of a tract of land within the jurisdiction of the commission is proposed, the subdivider should consult early and informally with the administrator for advice and assistance. The subdivider may submit sketch plans and data showing existing conditions within the site and in its vicinity and the proposed layout and development of the subdivision. The administrator shall return within fifteen (15) days the submitted sketch to the subdivider and shall inform the subdivider where the plans do not comply with the regulations set forth in the ordinance. No fee shall be charged for the pre-application review and no formal application shall be required.
- (B) *Modification of subdivision requirements.* Modifications of the provisions set forth in the subdivision regulations may be authorized by the Commission in specific cases when, in its opinion, undue hardship may result from strict compliance; provided only such determination shall be based fundamentally on the fact that unusual topographical and other exceptional conditions require such modifications will not adversely affect the general public or nullify the intent of these regulations; provided further that any such modifications granted by the Commission shall be made in writing to the subdivider and also made a part of the Commission's records and the plat. Application for any modifications must be filed in writing with necessary supporting documents with the reasons and facts supporting the application.

2-3.13.1. *Minor subdivisions.* Notwithstanding the provisions stated elsewhere in this ordinance the administrator is hereby delegated the authority to give preliminary and final approval in the name and on behalf of the Commission to applications for approval of a subdivision not exceeding five (5) lots in size provided no new street is involved; the required certifications have been approved by the appropriate agent; no variances are involved; and all the requirements set forth in this ordinance are met. Final approval may be given by the administrator on a plat that was preliminarily approved by the Commission.

2-3.13.2. *Preliminary Plats.* Prior to issuance of a site plan permit and land disturbance permit for construction of subdivision improvements, the subdivider shall submit to the Commission a preliminary plat of the proposed subdivision in accordance with the following.

- (A) *Application for preliminary plat approval.* Applications for preliminary plat shall be submitted digitally to the administrator pursuant to established application submittal schedules included in the Administrative Manual.
- (B) *Review of preliminary plat.* The administrator shall check the plat for conformance to the rules and regulations of this ordinance and report his findings and recommendations to the Commission, which shall afford a hearing on the preliminary plat.
- (C) *Preliminary approval.* Following the hearing of the preliminary plat and other related material the Commission may express preliminary approval noting the conditions of such approval on three (3) copies of the preliminary plat with one (1) copy being returned to the subdivider, one (1) copy to the administrator for the Council and one (1) copy to be added to the records of the Commission. Approval of a preliminary plat does not constitute approval of a final plat. It indicates only approval of the layout as a guide to the preparation of the final plat.
- (D) *Automatic approval.* Failure of the Commission to act on the preliminary plat within thirty (30) days after submission thereof, without due cause, shall be deemed to be approval of the plat and a certificate of preliminary approval shall be issued by the Commission on demand, provided, however, that the subdivider may waive this requirement and consent to an extension of time.
- (E) *Disapproval.* Following the hearing of the preliminary plat and other related material, the Commission may find reasons detrimental to the public safety, health, and general welfare, or in conflict with adopted plans of the Commission which required the disapproval of the preliminary plat. A statement of the reasons for disapproval shall be made on two (2) copies of the preliminary plat with one (1) copy being added to the records of the Commission. The applicant may reapply for preliminary plat approval in accordance with section 2-3.13(A) herein.
- (F) *Expiration time.* Preliminary approval shall expire and be of no further effect twelve (12) months from the date of the preliminary approval unless a site plan permit and land disturbance permit have been issued to construct at least one phase of the subdivision.



Where Georgia comes together.
Memorandum

To: Planning Commission
From: Bryan Wood, Community Development Director
Date: June 17, 2024
Re: Revisions to provisions for Maintenance Warranties

As many of you may recall, the City adopted in 2022 a text amendment establishing a maintenance warranty program for new subdivision infrastructure. Upon implementation, we received pushback from the development community. Council agreed not to enforce the provisions until revisions were made. Over the past several months, Community Development staff, the City Attorney, and Assistant City Manager have met with representatives of the development community to discuss their concerns.

The attached draft incorporates modifications which address concerns expressed by builders and developers:

- Maintenance warranty for street, water and sanitary sewer, and gas infrastructure will be 10% of the construction costs rather than 33% as currently adopted. The City will maintain a unit cost schedule to determine the overall costs. The City is confident that this reduction will cover any costs incurred by the City to maintain the new infrastructure.
- The maintenance period will be 18 months rather than 24 months as currently adopted. At the 12-month point, City staff will inspect the infrastructure for compliance. The maintenance warranty will be reduced by an appropriate amount for any aspect of the infrastructure deemed in good repair and acceptable. A written list of repairs will be provided to the owner, which must complete the repairs within the original 18-month period. The warranty will be returned to the owner when all items are repaired and deemed to be acceptable to the City.
- A separate maintenance warranty will be required for stormwater infrastructure. The time period for this warranty will be 18 months from the completion of the last phase of a development draining to a specific pond. The period will run for the full 18 months.
- Maintenance warranties for earlier phases of a development will no longer extend to subsequent phases to cover infrastructure used to connect to subsequent phases.

2-3.12. Land disturbance permit.

(A) General.

- (1) *Purpose.* The purpose of this subsection is to ensure that no development or development activity disturbs or alters the surface of land in the city without a land disturbance permit approved pursuant to this section.
- (2) *Authority.* The administrator is authorized to approve, approve with conditions, or disapprove an application for a land disturbance permit. Conditions imposed by the administrator shall be reasonable to ensure compliance with the requirements of applicable regulations.
- (3) *Applicability.* No development activity, unless exempted pursuant to subsections 7-1.4(A)(3), 7-2.2 and or 7-3.4(E), shall disturb or alter, for any purpose, the surface of land in the city without a land disturbance permit.
- (4) *Action by administrator.* The administrator shall review and act on the application for a land disturbance permit.
- (5) *Pre-construction meeting.* After issuance of the site plan permit and land disturbance permit, the applicant's owner's contractor and civil engineer shall attend a pre-construction meeting with the city prior to beginning any work authorized by such permits.
- (6) *Responsibilities of the applicant owner.*
 - (a) During any land-disturbing operation the applicant owner shall be responsible for carrying out the proposed work in accordance with the permit, approved plan, specifications, and time schedule in compliance with all the requirements of this chapter and any other state or federal permit.
 - (b) The applicant owner shall always maintain on-site the stamped and approved set of plans from the city for the permitted land-disturbing activity.
- (7) *Inspection.*
 - (a) Representatives of the city are authorized to enter upon any land or water to inspect development activity, to verify the existing conditions of a development site, and to verify compliance with this chapter whenever the city deems necessary.
 - (b) The applicant owner shall contact the administrator to inspect and verify compliance with the provisions of this chapter and the conditions of the permit prior to initiating any activity, once construction is complete, and any other time as determined by the administrator, design and specifications manual, city specifications, or the regulations of this chapter.
 - (c) All public infrastructure or work within the right-of-way must be approved by the administrator or be replaced to the standards of the design and specifications manual, city specifications, or the regulations of this chapter.

(B) Expiration. The land disturbance permit shall be linked to a site plan permit and shall expire upon the expiration of the site plan permit.

(C) Amendments. A land disturbance permit may be amended, extended, or modified only in accordance with the procedures and standards established for its original approval.

2-3.13.3. Final Plats.

- (A) When construction of the subdivision or a recordable portion of the subdivision has been completed (except for items for which a performance guarantee can be accepted), the subdivider owner may apply to the administrator for Final Plat approval, using an application form provided by the administrator.
- (B) A final plat shall be submitted digitally, along with as-built drawings of streets, water, sewer, gas (if any) and stormwater facilities systems. If any streets, lands, or easements are shown on the Final Plat for dedication to the City, a warranty deed or deeds transferring title to said streets, lands or easements in fee simple, in a form acceptable to the City, shall be submitted with the Final Plat application for Certificate of Development Conformance.
- (C) The administrator shall indicate on a review copy of the plat or in a written memorandum all comments related to compliance of the Final Plat with this ordinance, conditions of zoning approval, and the regulations of other City departments and State agencies as appropriate. The administrator shall have final staff authority to determine the applicability of any and all comments under this ordinance or conditions of zoning approval.
- (D) The administrator may not approve any Final Plat whereon is shown or by which is otherwise created a lot that would present particularly severe and unusual difficulties for construction of a building, which would clearly require a variance to be reasonably usable, or which is otherwise "unbuildable" due to the presence of floodplain, unusual configuration, lack of public utilities, or for any other reason.

- (E) The **subdivider owner** shall be responsible for compliance with all codes, regulations, zoning requirements and for the satisfaction of all the comments of the administrator.
- (F) Final approval by the administrator shall not be shown on the Final Plat until all requirements of these and other applicable regulations have been met, and the administrator has received a completed request for **Approval Certificate** of Development Conformance and an executed Development Performance and Maintenance Agreement, prepared in accordance with the requirements of Sections 2-3.14 and 2-3.15.
- (G) The administrator shall further determine that either:
 - (1) All improvements to the subdivision required for approval of the Final Plat under the rules and regulations of the City of Perry have been completed in accordance with the appropriate specifications; or
 - (2) All the required improvements have been completed except final grassing, pavement topping, required landscaping, or sidewalks, in which case, a performance guarantee meeting the requirements of Section 2-3.17 shall have been filed by the subdivider with the Development Performance and Maintenance Agreement.
- (H) Payment of the required plat recording fee shall be made to the City prior to approval of the Final Plat.
- (I) Once the administrator has approved the Final Plat and all other affected departments and agencies of government as required have certified compliance in writing, the administrator shall sign the final plat, certifying that all the requirements of this ordinance and the conditions of zoning approval have been met, and that all other affected departments and agencies having jurisdiction have, if required, approved the plat. The Final Plat shall not be deemed approved until it has been signed by the administrator.
- (J) Recordation of Approved Final Plat.
 - (1) The administrator will forward the executed deeds for the streets, lands, and easements as well as the Development Performance and Maintenance Agreement and documents required under Section 2-3.15, to the City Council for approval.
 - (2) Once the final subdivision plat has been certified and the City Council approvals have been granted, it shall be recorded by the administrator, or by the **applicant owner** with the administrator's approval, with the Clerk of the Superior Court.
 - (3) If recorded by the **applicant owner**, one copy of the recorded plat shall be filed by the applicant with the **records of the Community Development Department**, showing the map book and page numbers where the plat is recorded, **shall be immediately returned to the administrator.**

2-3.16. *Maintenance Warranty.* The owner shall be responsible for the full cost of maintenance after completion of all improvements required by this ordinance, whether public or private, in accordance with the Development Performance and Maintenance Agreement for the project and the provisions of this Section.

(A) *Maintenance Surety Required.*

- (1) Prior to approval of a final subdivision plat, **or issuance of a certificate of occupancy for a multifamily or nonresidential development project**, a maintenance warranty in a form of surety as described in this Section is required for all stormwater **management** facilities, water system improvements, sanitary sewer facilities, **natural gas mains, associated easements**, and **for all street and stormwater drainage right-of-way** improvements shown on the record "as-built" surveys, and for all landscaping **specifically** required by this ordinance.
- (2) **Prior to issuance of a certificate of occupancy for a multi-family or nonresidential development project, a maintenance warranty in a form of surety as described in this section is required for all landscaping required by this ordinance, and for any improvements and associated easements to be dedicated to the City.**
- (23) The provision of such surety shall not limit the owner's responsibility for the full cost of maintenance, repair, or restoration during the maintenance period of all improvements required by this ordinance and included in the pertinent Development Performance and Maintenance Agreement.

(B) ***Phased Developments.* When any development project is to be completed in more than one phase, a separate maintenance warranty is required for the stormwater management facilities which are approved to service more than one phase of the project.**

(BC) *Maintenance Period.*

- (1) Start date: For a subdivision, the start of the maintenance period shall be the date of final subdivision plat approval. For a multi-family or nonresidential development project, the start of the maintenance period shall be the date of issuance of the certificate of occupancy.
- (2) The maintenance period shall extend for 24 18 calendar months from the start date above, or from the date of completion and City approval of the last deferred improvement covered by a Performance Guarantee, whichever occurs later.
- (3) The maintenance period for stormwater management facilities will be extended for staged or phased developments in those cases that meet the provisions of Section 2-3.16(E). The maintenance period shall extend for 18 calendar months from the date of the last final subdivision plat or the last certificate of occupancy for a multi-family or nonresidential project served by the stormwater management facilities.

(CD) Maintenance Surety Standards.

- (1) For continuing maintenance of the water system improvements, sanitary sewer facilities, stormwater management facilities, natural gas mains, associated easements, and for maintenance of the street and stormwater drainage right-of-way improvements, the following shall apply:
 - (a.) The maintenance surety shall be in the form of a valid irrevocable letter of credit issued by a bank or other reputable financial institution chartered to do business in the State of Georgia. Such letter of credit must comply with the requirements of Section 2-3.16(DE).
 - (b.) The value of the maintenance surety sureties shall be equal to 33% 10% of the cost of construction of the water, sanitary sewer, gas, stormwater facilities, street and stormwater drainage right-of-way improvements shown on the as-built surveys and as estimated for deferred improvements under Section 2-3.17(B). Copies of contractor agreements or actual invoices paid, or as otherwise determined by the administrator, shall evidence the cost of construction. The administrator shall maintain an updated schedule of unit costs for calculating the cost of construction.
 - ~~(c.) The maintenance surety shall include the estimated cost for maintenance of continuing operations of the stormwater drainage and detention pond facilities during the maintenance period. Maintenance shall include repair of erosion controls, removal of silt from detention ponds and other items pertinent to the continuing operation of the stormwater drainage system for the development.~~
- (2) A maintenance surety for continued compliance with the buffer and landscaping requirements of this ordinance, as applicable, shall be in the form of a landscaping warranty. The landscaping warranty shall provide for the replacement or restoration of any or all plantings and landscape material for a period of 12 calendar months from the date of City approval following installation of such plantings and landscape material. Such warranty shall be in a form acceptable to the City (see Administrative Manual for an example).
- (3) Repairs shall be made for any deficiencies identified in the covered improvements within the maintenance period or the surety shall be called by the City to complete same.

(DE) Letter of Credit for Maintenance Surety. The letter of credit shall be in a form acceptable to the City (see Administrative Manual for an example). The executed letter of credit shall be submitted with the final Development Performance and Maintenance Agreement and shall certify the following:

- (1) That the issuer guarantees funds as an assignment in an amount no less than the total amount determined in accordance with Section 2-3.16(CD).
- (2) That the issuer guarantees that any liens or encumbrances that exist or may be placed on the improvements will not become the responsibility of the City under any circumstances.
- (3) That if the owner fails to maintain, repair, replace or restore each of the specified improvements within the maintenance period, upon written demand of the administrator the issuer will pay to the City immediately, and without further action, the full amount of the total assignment stated in the letter of credit (less the actual cost of covered improvements expended as of the date of demand and accepted by the City as to reasonableness).
- (4) That the letter of credit shall not be terminated less than 60 calendar days after the date of the end of the maintenance period as contained in the pertinent Development Performance and Maintenance Agreement, may not be withdrawn, or reduced in amount, and will be automatically renewed on a month-to-month basis until released in writing by the administrator.

(E) Phased Developments.

- (1) In cases where a second phase or any other later stage of a subdivision or site development project will utilize the streets, water system improvements, sanitary sewer facilities, or drainage facilities provided in the original or an earlier phase of the project, the maintenance surety for the second or later phase of the project shall include the streets, water system improvements, sanitary sewer facilities, or drainage facilities located in the original or earlier phase of the project for the duration of the maintenance period of the second or later phase of the project.
- (2) In cases where a second phase or any other later stage of a subdivision or site development project will utilize the same streets, water system improvements, sanitary sewer facilities, or drainage facilities as those covered by an active maintenance surety for the original or earlier phase of the project, said maintenance surety for the original or earlier phase of the project shall be extended in amount and duration to continue coverage of the original or earlier phase throughout the maintenance period of the second or later phase of the project.

(F) *Release of Maintenance Warranty.*

- (1) Prior to the end of the maintenance period Twelve months from the start date, the administrator will have inspect the improvements covered by the maintenance warranty inspected and identify provide the owner a written list of any repairs, replacement, or restoration needed to maintain or return the improvements to full compliance with the "as-built" standards and requirements for such improvements required by this ordinance.
- (2) The developer owner shall undertake and complete all maintenance, repairs, replacement, or restoration identified in paragraph (1) of this subsection in a timely manner prior to the expiration of the maintenance period. The owner shall contact the administrator for inspection upon completion of the required warranty work.
- (3) When the warranty work identified in paragraph (1) of this subsection has been completed by the developer owner and approved by the administrator for conformity with this ordinance the maintenance warranty shall be released by the administrator, and written notice of such release shall be provided to the issuer of the letter of credit. Excluding maintenance warranties covering stormwater management facilities and after twelve months from the start date, the administrator may release the maintenance warranty, or a portion thereof, when improvements covered by the maintenance warranty are determined to meet the requirements of this ordinance.
- (4) The maintenance surety shall be automatically extended by the issuer beyond the expiration date stated in such surety on a month to month basis if all inspections of warranty work required by paragraph (1) of this subsection have not been completed to the satisfaction of the administrator, prior to said expiration date stated in the maintenance surety, unless written demand for nonperformance is received by the issuer in accordance with Section 2-3.17(D).

2-3.17. *Performance Guarantee.* As a prerequisite to approval of a final plat for a subdivision or a certificate of occupancy for a multifamily or nonresidential development project, completion of certain improvements required under this ordinance may be deferred in accordance with the Development Performance and Maintenance Agreement for the project and the provisions of this Section.

(A) *Posting Performance Guarantee.*

- (1) The applicant owner may post a performance guarantee for the construction of certain deferred improvements required under this ordinance as an attachment to the Development Performance and Maintenance Agreement and of a type acceptable to the City Council provided in section 2-3.17(E).
- (2) Improvements eligible for deferral under performance surety are limited to final topping of streets, installation of sidewalks, installation of plantings and landscape materials, and grassing of street shoulders and easements, as applicable to the project. All other improvements required by this ordinance shall have been completed by the developer owner, inspected, and approved by the administrator, and covered by the Certificate of Development Conformance for the project.
- (3) Such performance guarantee shall comply with all statutory requirements and shall be satisfactory to the City as to form, sufficiency, and manner of execution. (See Administrative Manual for examples.) The period within which required improvements must be completed shall be specified in the Development Performance and Maintenance Agreement and shall not exceed nine months from the date of approval of the Certificate of Development Conformance unless an extension of up to an additional three calendar months has been granted by the administrator.
- (4) The expiration date of the performance guarantee shall be no less than 60 days following the date established in the Development Performance and Maintenance Agreement for completion of the deferred improvements. "Completion of the improvements" shall mean the final inspection and approval by the administrator, or his designee, of the improvements in accordance with the design and construction standards of this ordinance.

(5) Such guarantee shall be approved by the administrator as to amount and type of surety and conditions satisfactory to the administrator. The administrator may subsequently, upon proof of difficulty, approve extension of the completion date set forth in such guarantee for a maximum period of up to three additional months.

(B) *Cost of Improvements.* The cost of the improvements to be completed shall be established based on a properly executed and binding contract between the developer owner and the contractor selected to perform the work and shall be supported by detailed cost estimates prepared by the contractor or a qualified design professional. Said contract and cost estimates shall be determined by the administrator to be sufficient to cover the full cost of design, surveying, construction, inspection, and preparation of as-built surveys, construction management and all other costs of the improvements.

(C) Restrictions Pending Completion of Improvements.

(1) No building permit shall be issued on any lot until continuous paved road access to the lot from the public road system has been established in accordance with the provisions of this ordinance. "Established" means having received final inspection and approval by the administrator of the road in accordance with the design and construction standards of this ordinance.

(2) For subdivisions and development projects that are staged in multiple phases, each phase must have continuous paved road access from the public road system to the boundary of the phase in accordance with the provisions of this ordinance. No phase can be approved for final plat recordation if its access depends on improvements that have not been completed in an earlier phase.

(C) Failure to Complete Improvements.

(1) In those cases where a performance guarantee has been posted and required improvements have either not been installed within the terms of such performance guarantee or have not progressed in a timely manner such that completion within the period of the guarantee can be achieved, the administrator may thereupon declare the guarantee to be in default and require that the issuer of the performance guarantee turn over to the City such funds that are due and payable under the terms of the guarantee.

(2) A default also shall be deemed to have occurred on the part of the owner if, in the sole judgment of the administrator, the owner has:

- a. Abandoned or unnecessarily delayed the performance of its obligations under the pertinent Development Performance and Maintenance Agreement; or,
- b. Renounced or repudiated its obligations under the said Agreement; or,
- c. Clearly demonstrated through insolvency, delay or otherwise, that its obligations under the said Agreement cannot be completed within the time allotted under the said Agreement; or,
- d. Has not complied with or is not in compliance with the minimum standards of this ordinance for any one or more of the subject improvements, or,
- e. Transferred ownership of any portion of the project to a third party without assignment of the remaining responsibilities hereunder; or,
- f. Caused or experienced any damage to new or previously existing improvements creating an emergency situation.

(D) Return of Guarantee. When the improvements have been completed and inspected and approved by the administrator for conformity with this ordinance, the performance guarantee shall be released by the administrator.

(E) Types of Acceptable Performance Guarantees.

(1) *Letter of Credit.* The developer shall provide a valid irrevocable letter of credit from a bank or other reputable financial institution chartered to do business in the State of Georgia, for approval by the administrator. The letter of credit shall be in a form acceptable to the City (see Administrative Manual for an example). The letter of credit shall certify the following:

- a. That the issuer guarantees funds in an amount equal to 110% of the cost, as established under Section 2-3.17(B), of completing all required improvements.
- b. That the issuer guarantees that any liens or encumbrances that exist or may be placed on the improvements will not become the responsibility of the City under any circumstances.
- c. That if the developer fails to satisfactorily complete the specified improvements within the required period or is otherwise in default under Section 2-3.17(DC), upon written demand of the administrator the issuer will pay to the City immediately, and without further action, the full amount of the total assignment stated in the letter of credit, less the actual cost of covered improvements expended as of the date of demand. Such expenditures shall be evidenced by

invoices and proof of payments and shall be subject to review and acceptance by the City as to reasonableness.

- d. That the letter of credit shall not be terminated less than 60 calendar days after the date of performance completion as contained in the pertinent Development Performance and Maintenance Agreement, may not be withdrawn, or reduced in amount, and will be automatically renewed on a month-to-month basis until released in writing by the administrator.
- (2) *Performance or Surety Bond.* If a developer prefers not to post an irrevocable letter of credit, the City Manager may allow the developer to post a performance bond as follows:
- a. A performance bond must be provided by a construction bonding or insurance company authorized to do business in the State of Georgia.
 - b. The performance bond shall be in a form acceptable to the City (see Administrative Manual for an example).
 - c. A performance bond shall certify the following:
 - i. That the bonding or insurance company guarantees funds in an amount equal to 150% of the cost, as established under Section 2-3.17(B), of completing all required improvements.
 - ii. That the bonding or insurance company guarantees that any liens or encumbrances that exist or may be placed on the improvements will not become the responsibility of the City under any circumstances.
 - iii. That if the developer fails to complete the specified improvements within the required period or is otherwise in default under Section 2-3.17(DC), upon written demand of the administrator the bonding or insurance company will pay to the City immediately, and without further action, the full amount of the limit of insurance stated in the bond, less the actual cost of covered improvements expended as of the date of demand. Such expenditures shall be evidenced by invoices and proof of payments and shall be subject to review and acceptance by the City as to reasonableness.
 - iv. That the bond shall not be terminated less than 60 calendar days after the date of performance completion as contained in the pertinent Development Performance and Maintenance Agreement, may not be withdrawn, or reduced in amount, and will be automatically renewed on a month-to-month basis until released in writing by the administrator.
- (3) *Cashier's Check or cash.* In lieu of a letter of credit or bond the developer may provide cash or a cashier's check drawn from a bank chartered to do business in the State of Georgia. The amount of cash or cashier's check shall be in an amount equal to 110% of the cost, established under Section 2-3,17(B), of completing all required improvements.