



**Memorandum**  
***Department of Planning and Development***  
***City of Snellville, Georgia***



**TO:** All Developers and Owners

**FROM:** Department of Planning and Development

**SUBJECT:** Certificate of Development Conformance

**DATE:** Revised September 18, 2007

Attached are forms that are required to be completed and submitted in order to obtain a Certificate of Occupancy or Final Subdivision Plat approval. The City of Snellville Development Regulations requires the content of these forms. The forms that are attached are as follows:

- Certificate of Development Conformance (CDC) (Attachment A)
- Development Performance and Maintenance Agreement (Attachment B)
- Certificate of Corporate Resolution (Attachment C)
- Surety Agreement for Performance (Letter of Credit) (Attachment D)
- Surety Agreement for Maintenance (Letter of Credit) (Attachment E)
- Surety Agreement for Performance/Maintenance Bond (Attachment F)
- BMP Maintenance Agreement and Maintenance Bond (Attachment G)

Please submit the applicable forms and any attachments with your Final Plat if you are seeking Final Subdivision Plat approval or for a single project site if you are seeking a Certificate of Occupancy for a building.

All requests for Certificates of Occupancy should be made to the Director of Planning and Development. However, the final inspection and issuance of the Certificate of Occupancy will not be approved until the Development Office has received the required forms and given authorization.

Please refer to the following specific instructions for each form:

**Attachment A** - Certificate of Development Conformance

Every type of development requires Attachment A. The developer or owner should fill out this document. Record drawings for stormwater detention facilities, prepared by a Registered Land Surveyor, are not required if they have previously been turned in and approved by Planning and Development.

Fill in the following information:

1. Development Name
2. Permit Number (Building or Development)
3. Final Plat Number
4. District
5. Land Lot/Parcel

6. Notary Public or Corporate Secretary Signature, Seal and Date
7. Owner Name Printed and Signed with Address and Phone Number
8. Registered Land Surveyor Name, Registration Number and Date of Expiration

**Attachment B** - Development Performance and Maintenance Agreement

Every type of development requires Attachment B. The developer or owner should fill out this document.

Fill in the following information:

1. Development Name
2. Permit Number (Building or Development)
3. District
4. Land Lot/Parcel

**Performance:**

5. This date is the expiration date of a Performance Bond posted for final street topping and/or sidewalks.
6. This date is the expiration date of a Performance Bond posted for grassing street shoulders and/or easements.
7. This amount is for a Performance Bond covering the cost of completing the final street topping and/or sidewalks.
8. This amount is for a Performance Bond covering the cost of completing the final landscaping.
9. This amount is for a Performance Bond covering the cost of any item not mentioned in the Performance or Performance Surety Sections.

**For Residential or Commercial Projects:** If the following is not completed by the date the Certificate of Development Conformance package is turned in to Planning and Development, a bond (Attachment D) will be required in the amount of 110% of the cost to complete the following: topping course on all streets, installation of sidewalks, final landscaping and street shoulders and all easements grassed. The effective date of all bonds shall be, at a minimum, the date of Final Plat approval or issuance of a Certificate of Occupancy.

No bond is required on a Commercial Project if all of the following is completed by the date that the Certificate of Development Conformance is turned in to Planning and Development: topping course on all streets, installation of sidewalks, final landscaping, street shoulders and all easements grassed.

**Maintenance:**

10. This date is the expiration date of the Maintenance Bond (12 months for a 2 pass street and 18 months for a 1 pass street).
11. This is the amount of the Maintenance Bond.
12. This is the amount of Bond or Letter of Credit for required landscaping. Amount is 115% of estimated cost of landscaping.
13. Notary Public or Corporate Secretary Signature, Seal and Date.
14. Owner Name Printed, Signed with Address and Phone Number.

All residential subdivisions require an eighteen (24) month bond to cover all street improvements, drainage facilities and landscaping within the development. The effective date of all bonds shall be, at a minimum, the date of Final Plat approval or issuance of a Certificate of Occupancy.

**Attachment C** - Certificate of Corporate Resolution

This form is **ONLY** used by corporations. If you are a limited liability or limited partnership this form is not needed. Fill this form out on corporate letterhead if available. If letterhead is not available write in the corporations name, address and phone number at the top of the page. This form is to be signed and sealed by a notary and by the corporate secretary.

**Attachment D** - Surety Agreement for Performance Letter of Credit

This form is to assist the bank when preparing the letter of credit on their letterhead (including institution name, address, phone number and contact person). All bonds or letters of credit obtained through a bank must come from a local bank. **A Performance Letter of Credit is for 30, 60 or 90 days from Final Plat approval or issuance of a Certificate of Occupancy.** The Letter of Credit must have a current execution date and must list the project name.

This bond is needed for residential or commercial projects if the following is not completed by the date the Certificate of Development Conformance package is turned in to Planning and Development: topping course on all streets, installation of sidewalks, final landscaping, street shoulders and all easements grassed. The bond is to be for 110% of cost to complete project.

No bond is required on a commercial project if all of the following is completed by the date that the Certificate of Development Conformance is turned in to Planning and Development: topping course on all streets, installation of sidewalks, final landscaping, street shoulders and all easements grassed.

**Attachment E** - Surety Agreement for Maintenance Letter of Credit

This form is to assist the **BANK** when preparing the letter of credit on their letterhead (including institution name, address, phone number and contact person). All bonds or letters of credit obtained through a bank must come from a local bank. The Letter of Credit must have a current execution date and must list the project name.

This is required only for residential projects. **A Maintenance Letter of Credit is for 18 months from Final Plat approval or issuance of a Certificate of Occupancy.**

**Attachment F** - Surety Agreement for Performance/Maintenance Bond

This is a Performance/Maintenance Bond obtained through an **INSURANCE COMPANY**. This must be on the insurance company's letterhead (including institution name, address, phone number and contact person). An insurance bond can be obtained from an out of state insurance company if there is a local agents name, address and phone number printed on this document.

If this document is being used for a Performance Bond it can be dated for 30, 60 or 90 days. If it is being used as a Maintenance Bond it can be dated for 24 months for 2 pass streets or 24 months for 1 pass streets. The document must have a current execution date. The effective date of all bonds shall be, at a minimum, the date of Final Plat approval or issuance of a Certificate of Occupancy.

**Attachment G** – BMP Maintenance Agreement and Maintenance Bond

This is required for all projects in accordance with the Development Regulations. This should be prepared in accordance with the instructions and specific forms contained in Attachment G. Bond forms, Surety forms and inspection/maintenance requirements are specific to this attachment and are in addition to the performance and maintenance requirements mentioned in Attachments A through F above. BMP bond period is for an initial period of 24 months expandable to 10 years at the discretion of the City Engineer as detailed in the Development Regulations.

**CERTIFICATE OF DEVELOPMENT CONFORMANCE (CDC)**  
**(ATTACHMENT "A")**

TO: CITY OF SNELLVILLE DEPARTMENT OF PLANNING AND DEVELOPMENT

DEVELOPMENT NAME: (1)

FINAL PLAT/DEV. PERMIT NO. (2&3)

DISTRICT:(4) LAND LOT/PARCEL:(5)

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" of the detention facilities and structures. Also submitted and attached hereto is the "as-built" Hydrology Study 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 IS TO CERTIFY 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 regulations as required under said permit;
- D. all facilities, including storm sewer (if applicable), road widening, new roads, water lines, etc. intended for maintenance or operation by or dedication to the City of Snellville or Gwinnett County;

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 Snellville 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 DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT.

Date: \_\_\_\_\_ 20\_\_

OWNER:(7) \_\_\_\_\_

(6) \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC  
OR  
CORPORATE SECRETARY

SIGNATURE (CORPORATE SEAL)

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

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

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

DEVELOPMENT NAME: \_\_\_\_\_

FINAL PLAT/DEV. PERMIT NO. \_\_\_\_\_

The record drawings were prepared by:

REGISTERED LAND SURVEYOR: (8) \_\_\_\_\_  
Name

REGISTRATION NO. \_\_\_\_\_ DATE OF EXPIRATION \_\_\_\_\_

FINAL INSPECTION HAS BEEN  
COMPLETED AND APPROVAL  
IS RECOMMENDED:

APPROVED BY CITY OF SNELLVILLE  
DEPARTMENT OF PLANNING AND  
DEVELOPMENT:

\_\_\_\_\_  
CITY ENGINEER

\_\_\_\_\_  
DEPARTMENT DIRECTOR

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED

NOTE: After the date of this 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**  
**(ATTACHMENT "B")**

TO: CITY OF SNELLVILLE DEPARTMENT OF PLANNING AND DEVELOPMENT

DEVELOPMENT NAME:(1) \_\_\_\_\_

DEVELOPMENT PERMIT NO.(2) \_\_\_\_\_

DIST:(3) \_\_\_\_\_ LAND LOT/PARCEL:(4) \_\_\_\_\_

A final inspection of this development has been completed and the Certificate of Development Conformance has been approved and accepted by the Director of the Department of Planning and Development. This is to provide assurance that the below-signed owner of this development agrees to the following as a condition precedent to the approval of any applicable Final Subdivision Plat or the issuance of any Certificate of Occupancy for the development.

1. PERFORMANCE

- A. The topping course on all streets and the installation of sidewalks, as listed on Exhibit "A" and attached hereto, shall be provided prior to (5) \_\_\_\_\_, 20\_\_\_\_.
- B. Final landscaping, as shown on the approved Buffer and Landscape Plan or Tree Protection Plan, as applicable, shall be provided in accordance with the schedule attached hereto Exhibit "B".
- C. All street shoulders and all easements shall be grassed and all of the improvements listed on Exhibit "C" and attached hereto, shall be completed on or before (6) \_\_\_\_\_, 20\_\_\_\_, said date being no more than three (3) calendar months from the date of Certificate of Development Conformance approval.

2. PERFORMANCE SURETY

In guarantee of the faithful completion of all improvements listed under Section 1, PERFORMANCE, the owner agrees to furnish to 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. \$ \_\_\_\_\_ (7), representing 110 percent of the estimated cost of completing the final street topping and sidewalks;
- B. \$ \_\_\_\_\_ (8), representing 115 percent of the estimated cost of materials, and other attendant costs incidental to the installation of the final landscaping; and,
- C. \$ \_\_\_\_\_ (9), representing 110 percent of the estimated cost of completing all other improvements listed.

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 (10) \_\_\_\_\_, 20\_\_\_\_\_, said date being \_\_\_\_ calendar months from the date of Development Approval for streets and drainage facilities and \_\_\_\_ calendar months from the date of development approval for required landscaping.

4. MAINTENANCE SURETY

A. STREET IMPROVEMENTS AND DRAINAGE FACILITIES

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 \$ \_\_\_\_\_ (11), representing twenty (20%) percent of the estimated cost of the street improvements and drainage facilities, in guarantee of the faithful maintenance required under Section 3, MAINTENANCE, above.

B. LANDSCAPING

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 \$ \_\_\_\_\_ (12), in guarantee of the faithful maintenance required under Section 3, MAINTENANCE, above.

5. INDEMNIFICATION

The owner hereby agrees to indemnify the City and hold the City harmless from any and all damages which the City may suffer and from any and all liability, claims including interest thereon, demands, attorney's fees and costs of defense, or judgment against it, arising from errors or omissions in the design or construction of the development or from the effects of storm water flows onto, from, or across any and all lands as a result of the development, and owner expressly agrees to defend against any claims brought or actions filed against the City where such claim or action involves in whole or in part, the subject of the indemnity contained herein whether such claims or actions are rightfully or wrongfully brought or filed. This indemnification shall commence upon the date of this agreement and shall continue in full force and effect for a period of ten (10) years thereafter.

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 Snellville 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.

Date: \_\_\_\_\_ 20 \_\_\_\_\_ OWNER: (14) \_\_\_\_\_

(13) \_\_\_\_\_  
NOTARY PUBLIC  
OR  
CORPORATE SECRETARY

\_\_\_\_\_  
SIGNATURE (CORPORATE SEAL)

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

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

\_\_\_\_\_

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

**(SAMPLE FORM)**  
**(PREPARE ON CORPORATE LETTERHEAD)**

**CERTIFICATE OF CORPORATE RESOLUTION**  
**(ATTACHMENT "C")**

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_

\_\_\_\_\_  
(hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of the corporation, to enter into and execute the attached document(s) with the City of Snellville, a political subdivision of the State of Georgia.

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(SECRETARY) \_\_\_\_\_(CORPORATE SEAL)

\_\_\_\_\_  
(NOTARY PUBLIC)

**(SAMPLE FORM)**  
**(PREPARE ON LOCAL BANK LETTERHEAD)**

**SURETY AGREEMENT FOR PERFORMANCE LETTER OF CREDIT**  
**(ATTACHMENT "D")**

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

SUBJECT: SURETY AGREEMENT FOR PERFORMANCE (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 constructed in accordance with City of Snellville regulations and further that this money will not be released until such time that we are notified in writing by the Snellville Department of Planning and Development that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement for the project executed by the Principal on \_\_\_\_\_, 20\_\_\_\_\_.

This is also to advise that if the Principal should fail to perform within \_\_\_\_ days, this party as Surety will reimburse the City of Snellville the amount of the cost of the needed improvements; provided, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**(SAMPLE FORM)**  
**(PREPARE ON LOCAL BANK LETTERHEAD)**

**SURETY AGREEMENT FOR MAINTENANCE LETTER OF CREDIT**  
**(ATTACHMENT "E")**

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 City of Snellville regulations and further that this money will not be released until such time that we are notified in writing by the City of Snellville Department of Planning and Development that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement for the project executed by the Principal on \_\_\_\_\_, 20\_\_\_\_\_.

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 Snellville the amount of the cost of the needed repairs providing, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**(SAMPLE FORM)**  
**(PREPARE ON COMPANY LETTER)**

**MAINTENANCE/PERFORMANCE BOND**  
**(ATTACHMENT "F")**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_ of \_\_\_\_\_ County, State of \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and bound unto the City of Snellville, 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, said Final Plat is to be approved by the Director of the Department of Planning and Development and the City Engineer under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Snellville and conditioned that the Principal shall well and truly maintain all streets, right-of-ways, and drainage facilities shown on said Final Plat in accordance with standard requirements of the City of Snellville in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Development Performance and Maintenance Agreement with the City of Snellville, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in which Principal agrees and warrants, that as a condition precedent to approval of the plat subdividing certain property of the Principal entitled \_\_\_\_\_, all streets shown on said plat and all drainage facilities shall be maintained in accordance with the standards aforesaid for a period of \_\_\_\_\_ months; and

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 Snellville 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 Snellville.

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

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

PRINCIPAL

BY: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
(SEAL)

SURETY

BY: \_\_\_\_\_