

City of Duluth
Department of Planning & Development
3167 Main Street
Duluth, Georgia 30096
770/476-1790
CDC Packet

Attached are forms which are required to be completed and submitted to the City of Duluth in order to obtain either a Certification of Occupancy or Final Subdivision Plat approval. The content of these forms are required by the Development Regulations. All bonds must be submitted prior to the issuance of a land disturbance permit. The forms that are attached are as follows:

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

Please submit the applicable forms and any attachments with your Final Subdivision 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 continue to be made to the Department of Planning and Development. However, the final inspection and issuance of the Certificate of Occupancy will not be approved until the Department of Planning and Development has received the required forms and given authorization.

Please refer to the following page for more specific instructions.

If you have any questions about the use of these forms, please contact the Department of Planning and Development at 770/476-1790.

A. Certificate of Development Conformance (CDC)

Every type of development requires this document. The developer or owner should fill out this document. Record drawings, prepared by a Registered Land Surveyor, are not required if they have previously been turned in and approved by the Department.

Fill in the following information:

1. Development Name and Phase Number
2. Permit Number (Building or Development)
3. District
4. Land Lot
5. Notary Public or Corporate Secretary Signature, Seal and Date
6. Owner Name Printed and Signed with Address and Phone Number
7. Registered Land Surveyor Name, Registration Number and Date of Expiration

B. Development Performance and Maintenance Agreement

Every type of development requires this document. 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

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.

Notes:

For Residential or Commercial Projects: If the following is not completed by the date the Certificate of Development Conformance package is turned in to the Department, 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.

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 the Department: 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 two-pass street and 18 months from a one-pass street or until released in writing by the Director).
11. This is the amount of the Maintenance Bond.
12. This is the amount of Bond or Letter of Credit for required 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 (18) month bond to cover all street improvements, drainage facilities and landscaping within the development.

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 public and by the corporate secretary.

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 letter of credits obtained through a bank must come from a local bank. A Performance Letter of Credit is for 30, 60 or 90 days. The Letter of Credit must have a current execution date, must list the project name, phase/unit number and self-renewing clause. A Letter of Credit shall remain in effect or be revised until such time as a written release is obtained from the Duluth Department of Planning and Development.

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 the Department: 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 the Department: topping course on all streets, installation of sidewalks, final landscaping, street shoulders and all easements grassed.

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 letter of credits obtained through a bank must come from a local bank. The Letter of Credit must have a current execution date, must list the project name, phase/unit number and a self-renewing clause. A Letter of Credit shall remain in effect or be revised until such time as a written release is obtained from the Duluth Department of Planning and Development.

This is required only for residential projects. A Maintenance Letter of Credit is for 18 months, or until released in writing by the Director.

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 12 months for two-pass streets or 18 months for one-pass streets. The document must have a current execution date, project name, phase/unit number and a self-renewing clause. A Letter of Credit shall remain in effect or be revised until such time as a written release is obtained from the Duluth Department of Planning and Development.

G. Warranty Agreement for Required Landscaping

This is used for commercial projects ONLY. This should be prepared on the landscaping company's letterhead, dated with a current date and list the actual site location address. This document should be signed and sealed by a notary public and by the owner or landscape contractor.

CERTIFICATE OF DEVELOPMENT CONFORMANCE (CDC)
****THIS FORM IS ALWAYS REQUIRED UPON COMPLETION OF EACH PHASE OF THE DEVELOPMENT****

TO: CITY OF DULUTH, DEPARTMENT OF PLANNING AND DEVELOPMENT

DEVELOPMENT NAME _____ (1)

DEVELOPMENT PERMIT NO. _____ (2)

LAND LOT: _____ (3) DISTRICT: _____ (4)

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 water (if applicable), road widening, new roads, water lines, etc. intended for maintenance or operation by or dedication to the City of Duluth, Georgia,

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 Duluth 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: _____ (6)
Print Name

(5)
NOTARY PUBLIC OR
CORPORATE SECRETARY

Signature (affix Corporate Seal if
Corporation)

NAME: _____

ADDRESS: _____

PHONE: _____

The record drawings were prepared by:

REGISTERED. LAND SURVEYOR: _____ (7) _____

REG. NO. _____ DATE OF EXPIRATION _____

FINAL INSPECTION HAS BEEN
COMPLETED AND APPROVAL
IS RECOMMENDED:

APPROVED BY CITY OF DULUTH
DEPARTMENT OF PLANNING
AND DEVELOPMENT:

DEVELOPMENT INSPECTOR

DIRECTOR

DATE

DATE

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

****THIS FORM IS ALWAYS REQUIRED****

TO: DIRECTOR OF PLANNING & DEVELOPMENT
DEPARTMENT OF PLANNING AND DEVELOPMENT

DEVELOPMENT NAME: _____ (1)

DEVELOPMENT PERMIT NO. _____ (2)

LAND LOT: _____ (3) DISTRICT: _____ (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 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 in paragraph 2.a. below 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/or all easements shall be grassed and all of the improvements listed in in paragraph 2.c. below and attached hereto, shall be completed on or before _____ (6) _____, 20____ said date being no more than three 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% of the estimated cost of completing the final street topping and sidewalks;
- b. \$ _____ (8) _____, representing 110% of the estimated cost of materials, and other attendant costs incidental to the installation of the final landscaping; and,
- c. \$ _____ (9) _____, representing 110% 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) _____, 200____ said date being 18 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 to the City a letter of credit or other acceptable security with good and sufficient surety acceptable to the City in the sum of \$ (11) _____ representing 20% of the estimated cost of the street improvements and drainage facilities, in guarantee of the faithful performance of the maintenance required under Section 3, MAINTENANCE, above.

B. LANDSCAPING

The owner agrees to furnish the City a letter of credit or other god and sufficient surety acceptable to the City as follows: in the sum of \$ (12) _____; Warranty Letter; 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 judgement 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 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 Duluth 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 City of Duluth Department of Planning and Development.

Date: _____ 200 _____

OWNER: _____ (14)
Print Name

(13)

NOTARY PUBLIC OR
CORPORATE SECRETARY

Signature (affix Corporate Seal if
Corporation)

NAME: _____

ADDRESS: _____

PHONE: _____

(SAMPLE FORM)
(PREPARE ON COMPANY LETTERHEAD)

CERTIFICATE OF CORPORATE RESOLUTION

****IF THE OWNER IS AN INDIVIDUAL OR PARTNERSHIP,**
THIS FORM IS NOT REQUIRED**

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 following described document(s) with the City of Duluth, 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_____.

Signature of Secretary (CORPORATE SEAL)

Signature of Notary Public

My commission expires: _____

(SAMPLE FORM)
(MUST BE PRINTED ON LOCAL BANK LETTERHEAD)

(SURETY AGREEMENT FOR PERFORMANCE LETTER OF CREDIT

DATE: _____

SUBJECT: SURETY AGREEMENT FOR PERFORMANCE BOND

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 the City of Duluth regulations and further that this money will not be released until such time that we are notified in writing by the City of Duluth 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 _____, 200____.

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 Duluth the amount of the cost and the needed improvements; provided, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

Signature

Typed Name

Title

(SAMPLE FORM)
(MUST BE PRINTED ON LOCAL BANK LETTERHEAD)

SURETY AGREEMENT FOR MAINTENANCE LETTER OF CREDIT

DATE: _____

SUBJECT: SURETY AGREEMENT FOR MAINTENANCE BOND (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 \$ _____ as an assignment that the subject facility will be maintained in accordance with the City of Duluth regulations and further that this money will not be released until such time that we are notified in writing by the City of Duluth 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 _____, 200____.

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 Duluth the amount of the cost and 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 COMPANY LETTERHEAD)

MAINTENANCE/PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS; That we _____
of _____ County, State of _____, as Principal and in the sum of \$ _____
_____ lawful money of the United States of American, 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 subject to ratification by the City of Duluth City Council, under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Duluth and conditioned that the facilities shown on Final Plat in accordance with standard requirements of the City of Duluth 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 Duluth, dated the _____ day of _____, 200____ 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 but in no case shall the bond be until the receipt in writing from the Director of Planning and Development is given; 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 Duluth of a sum not to exceed \$ _____, for the cost of completing the terms and conditions as set forth under the contract entered by the Principal with the City of Duluth.

SIGNED, SEALED AND DELIVERED THIS _____ day of _____, 20____
in the presence of:

ATTEST:

Corporate Secretary

PRINCIPAL (SEAL)

By: _____

SURETY (SEAL)

By: _____

(SAMPLE FORM)
(PREPARE ON COMPANY LETTERHEAD)

WARRANTY AGREEMENT FOR REQUIRED LANDSCAPING

DATE _____

City of Duluth
Department of Planning and Development
3167 Main Street
Duluth, Georgia 30096

RE: _____ (Project Name)
_____ (Site Address)

To Whom It May Concern:

This letter is to guarantee the required landscaping material at the abovenamed project for a period of twelve (12) months.

I understand that the Department of Planning and Development, Development Inspector, will perform an inspection of the plantings and landscape material at the end of the twelve (12) month period. The owner will be notified in writing of any replacements or restorations that must be made to maintain compliance with the Buffer, Landscape and Tree Ordinance.

I understand that I am required to replace any landscape material that is found to be dead or near death at the end of this twelve (12) month warranty period. Replacement must be planted within thirty (30) days from notification or a Performance Bond must be posted for a period of _____ days to allow replacement of the landscape material.

Date: _____, 20____

OWNER OR LANDSCAPE CONTRACTOR

NOTARY PUBLIC

SIGNATURE

NAME _____

ADDRESS _____

PHONE _____