

**City of Winder
Certification of
Development
Conformance
Subdivision Package
(CDC Package)**



P.O. Box 566 | Winder, GA 30680

Phone: (770) 867-3106

Attached are the Certificate of Development Conformance (CDC) Subdivision related agreements and surety forms (collectively referred to as the "CDC package") required by the Zoning and Land Development Ordinances prior to obtaining a final plat approval. This package is a prerequisite for final plat of subdivisions. Please refer to the attached instructions and submit the applicable forms or agreements for review and approval.

Attachment A: Certificate of Development Conformance

Attachment B: Development Performance and Maintenance Agreement

Attachment C: Certificate of Corporate Resolution

Attachment D: Surety Agreement for Performance Bond (Surety Bond)

Attachment E: Surety Agreement for Maintenance Bond (Surety Bond)

Attachment F: Warranty Agreement for Required Landscaping

Attachment G: Retaining Wall Engineer Indemnification

Attachment H: Retaining Wall Owner Indemnification

Attachment I: Stormwater Management – Final Plat Erosion Interpretation

Please note that the Stormwater Management and Water/Sewer Review Sections of the Department may require additional agreements or submittals such as BMP maintenance bond, as-built survey and hydrology report to close out the development permit. Please contact the respective offices for information regarding their close out documents.

Instructions on Completing the City of Winder CDC Package:

Certificate of Development Conformance (CDC) (Attachment A):

The property owner must execute the Certificate of Development Conformance (Attachment A). This certificate is a prerequisite to the approval of a Final Plat approval.

Note: If "as built" drawings, hydrology report, or other related documents are required, please submit them to the City for review and approval prior to submitting the CDC package for review.

Development Performance and Maintenance Agreement (Attachment B):

The property owner/developer must execute this agreement if there are public street improvements, drainage facilities, water system improvements, sanitary sewer improvements, required landscaping, or incomplete work associated with the project.

If the owner is a corporation, the agreement must be executed by 2 corporate officers and affixed with a corporate seal. If the owner / developer is a limited liability corporation (LLC) or limited partnership (LP), the agreement must be executed by the managing member authorized by the LLC or LP and notarized.

Performance Surety:

If a performance surety is required, complete Exhibit A. The performance surety amount shall be calculated at 130% of the total cost of construction for the work covered. The surety must be submitted in the form of a surety bond, payable to City of Winder (see Attachment D).

Maintenance Surety:

Projects with newly improved and dedicated public streets or with newly paved deceleration lane will require a maintenance bond to cover the 24-month maintenance warranty period. New paving projects on private streets are not subject to this requirement.

Projects with newly improved and dedicated drainage systems, stormwater management systems, water system improvements and sanitary sewer improvements will require a maintenance bond or acceptable surety to cover the 24-month maintenance warranty period.

The maintenance period usually begins from the date of execution of the agreement (Attachment B) and ends 24 months from the date of the final plat.

The lump sum surety amount, completed by the Developer, reviewed, and approved by the Department at 25% of the total cost of the public improvements, shall be submitted in the form of a surety bond, made payable to the City of Winder. Please submit the applicable surety agreement (Attachment E).

Note: The Principal's name stated on the surety bond on Attachments D and E, must be the same owner/developer who executes the Development Performance and Maintenance Agreement (Attachment "B").

Please see [Section 28-42 \(Guarantees and sureties\)](#) of the Subdivision Ordinance for more information.

Certificate of Corporate Resolution (Attachment C):

This form must be signed and sealed by the corporate secretary and notarized if the owner/developer is a corporation.

If the owner/ developer is a limited liability corporation or limited partnership, please submit a notarized affidavit on a company letterhead authorizing the signee to execute agreement on behalf of the company. The "Attachment C" may be used as the sample form to prepare the affidavit. Acceptable substitution in lieu of the affidavit may be in the form of the company's by-law meeting minutes, or official record directing the authorized agent to execute agreements with City of Winder.

Surety Bond (Attachment D or E):

The surety bond issued for the Development Performance and Maintenance Agreement (Attachment B) by a surety company must be issued to City of Winder as beneficiary to protect the City from financial loss should the Principal (owner/developer) fail to perform the terms of the Agreement. The sample Attachment D (performance bond) or Attachment E (maintenance bond) must be prepared on the surety company's letterhead and include the surety's institution name, address, phone number and attorney-in-fact as contact person. Please provide an email address, if available, for correspondence regarding this document.

The Principal as shown on the surety bond must be the same owner/developer who executes the Development Performance and Maintenance Agreement (Attachment B).

The surety bond must include the date of execution, project name and scope of work, and shall be self-renewed (cannot expire), unless the surety is notified in writing by City of Winder that the bond may be released, upon a satisfactory final inspection of the work completed.

Warranty Agreement for Required Landscaping (Attachment F):

This agreement must be prepared on the company's letterhead, completed by the property owner, business owner or landscape contractor and notarized.

Please submit the CDC package to:
City of Winder Planning & Development Services
138 Sweetwater Trail
Winder, Georgia 30680

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

TO: CITY OF WINDER PLANNING DEPARTMENT

DEVELOPMENT NAME: _____

LAND DISTURBANCE PERMIT NO.: _____ FINAL PLAT PERMIT NO.: _____

STREET ADDRESS: _____

A final inspection is requested of the aforementioned development and approval of Development Conformance.

THIS CERTIFIES that all site work or construction authorized under the Land 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. See Attachment I (Stormwater Management – Final Plat Erosion Interpretation);
- 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 stormwater infrastructure; sanitary sewer lines and appurtenances (if applicable), road widening, new roads, water lines, etc. intended for maintenance operation by or dedication to City of Winder;
- e. submitted and attached hereto are the as built drawings, prepared by a Georgia Registered Land Surveyor, which include all stormwater facilities and approved modifications to the 100-year floodplain (if any) and the “as-built” survey of the stormwater facilities and infrastructure. Also submitted and attached hereto is the "as-built" Hydrology Study prepared, signed, sealed, and dated by a Registered Professional Engineer;
- f. submitted and attached hereto is the “as-built” water and sewer lines and all appurtenances prepared, signed, sealed and dated by an authorized Registered Professional Engineer.

is in compliance with all plans, specifications, and other conditions approved under the Land Development Permit and all applicable standards, regulations, codes and ordinances adopted by City of Winder 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.

OWNER / CORPORATE REPRESENTATIVE:

DATE: _____

Company Name

Notary Public OR Corporate Secretary

Signature

(Corporate Seal)

Print Name & Title: _____

Address: _____

Phone: _____

The as built drawings were prepared by:

AUTHORIZED REGISTERED PROFESSIONAL: _____

CHECK ONE: [] LAND SURVEYOR [] PROFESSIONAL ENGINEER [] LANDSCAPE ARCHITECT

REGISTRATION NUMBER: _____ EXPIRATION DATE: _____

NOTE: After approval, alteration of the site, the structures therein or the public utilities thereunder by the owner listed herein not in accordance with the Land Disturbance Permit first noted herein or a subsequently approved Land Disturbance Permit, shall without further provision immediately nullify this approval and cause this document to be NULL AND VOID.

City of Winder

Maintenance Bond Calculation Form

Bond Calculation for the Maintenance Bond--Bond must be in force for at least 24 months from the date of approval of the Final Plat

Development Name: _____

Address or description of location: _____

Category	Item	Description	Unit	Quantity	Unit Cost	Subtotal
Streets	Base (GAB)					\$0.00
	Pavement					\$0.00
	Curb and gutter					\$0.00
	category total					
Drainage	Pipe diameter					\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
	drainage structures					\$0.00
	precast box					\$0.00
	cast in place					\$0.00
category total						\$0.00
Sanitary sewer	Main pipe diameter					\$0.00
						\$0.00
						\$0.00
						\$0.00
	Services					\$0.00
	Manhole diameter					\$0.00
						\$0.00
						\$0.00
						\$0.00
category total						\$0.00
Water	Main pipe diameter					\$0.00
						\$0.00
						\$0.00
						\$0.00
	services					\$0.00
	long side					\$0.00
	short side					\$0.00
	hydrants					\$0.00
						\$0.00
category total						\$0.00
Grassing						\$0.00
category total						\$0.00
Street Lighting						\$0.00
category total						\$0.00
Total of all categories						\$0.00
Total amount of the Maintenance Bond (25% of Total)						\$0.00

CITY OF WINDER DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT

(ATTACHMENT "B")

TO: CITY OF WINDER PLANNING & DEVELOPMENT SERVICES DEPARTMENT

PROPERTY OWNER: _____

PROJECT NAME: _____

LAND DISTURBANCE PERMIT NO. _____ FINAL PLAT PERMIT NO. _____

STREET ADDRESS: _____

A final inspection of this development has been completed. This is to provide assurance that the below-signed property owner, or its administrators, executors, successors, heirs, or assigns of this development agrees to the following as a condition precedent to the approval of any applicable Final Subdivision Plat for the development.

1. PERFORMANCE SURETY:

All required performance elements have been met and no performance bond is required.

All required performance elements have not been met and a performance bond is required. A detailed listing of these performance issues is attached hereto as Exhibit "1," along with the projected completion dates and a copy of the required performance surety.

2. MAINTENANCE

The owner hereby warrants to the City that all newly completed street improvements, water and sewer lines, appurtenances, stormwater infrastructure, sidewalks, stormwater facilities, and required landscaping within the development shall be maintained in compliance with the minimum standard requirements of the City of Winder in force as of the date of the final plat, 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 property owner, or its administrators, executors, successors, heirs, or assigns on or before the date of _____, 20____, said date being 24 calendar months from the date of execution of the development performance and maintenance agreement for all improvements listed herein.

3. MAINTENANCE SURETY

a. STREET IMPROVEMENTS AND DRAINAGE FACILITIES, WATER SYSTEM AND SANITARY SEWER SYSTEM IMPROVEMENTS:

The owner agrees to furnish the City a sufficient surety acceptable to the City in the sum of \$_____, representing twenty-five (25%) percent of the estimated cost of street improvements and drainage facilities and water/sewer systems, in guarantee of the faithful maintenance required under Section 2, MAINTENANCE, above.

b. LANDSCAPING (for subject facility with landscaping improvements already completed):

The owner agrees to furnish the City a Warranty Letter; in guarantee of the faithful maintenance required under Section 2, MAINTENANCE, above.

4. INDEMNIFICATION

The owner hereby agrees to indemnify the City and its officials, agents and employees and hold the City and its officials, agents and employees 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 judgments 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 and its officials, agents and employees 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.

5. 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 City of Winder 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.

6. ASSIGNMENT OF LIABILITY

The owner hereby agrees that any assignment or transfer of the provisions of Section 4, INDEMNIFICATION, above, in whole or in part, to any successor in title or other person, must be approved in writing by the City of Winder and a copy of said assignment shall be filed with the Planning Department.

DATE: _____

Notary Public OR Corporate Secretary

(Corporate Seal)

OWNER / CORPORATE REPRESENTATIVE:

Company Name

Signature

Print Name & Title: _____

Address: _____

Phone: _____

DATE: _____

Notary Public OR Corporate Secretary

(Corporate Seal)

OWNER / CORPORATE REPRESENTATIVE:

Company Name

Signature

Print Name & Title: _____

Address: _____

Phone: _____

CITY OF WINDER DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT

LIST OF WORK TO BE PERFORMED

PROJECT NAME: _____

LAND DISTURBANCE PERMIT NO. _____ FINAL PLAT PERMIT NO. _____

A surety bond has been posted for each of the following work items, in an amount representing 130 percent of the estimated cost of construction of the required work. A copy of the cost estimate is also attached for each of the following items:

1. Bond Type: _____

Bond Amount: _____ **Projected Date of Completion:** _____

Detailed description of work covered: _____

Surety Company: _____

Insurance Agent/ Attorney-in-Fact: _____

Insurance Company: _____

Address: _____

Phone: _____ Email: _____

2. Bond Type: _____

Bond Amount: _____ **Projected Date of Completion:** _____

Detailed description of work covered: _____

Surety Company: _____

Insurance Agent/ Attorney-in-Fact: _____

Insurance Company: _____

Address: _____

Phone: _____ Email: _____

3. Bond Type: _____

Bond Amount: _____ **Projected Date of Completion:** _____

Detailed description of work covered: _____

Surety Company: _____

Insurance Agent/ Attorney-in-Fact: _____

Insurance Company: _____

Address: _____

Phone: _____ Email: _____

CERTIFICATE OF CORPORATE RESOLUTION

(ATTACHMENT "C")

I, _____, hereby 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 or her official capacity as _____ of the corporation, to enter into and execute the attached document(s) referenced in the Development Performance and Maintenance Agreement prepared by the City of Winder a Georgia municipal corporation.

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 being the _____ day of _____, 20_____.

_____(CORPORATE SEAL) (CORPORATE SECRETARY)

_____(NOTARY SEAL) (NOTARY PUBLIC)

SURETY AGREEMENT FOR PERFORMANCE IRREVOCABLE LETTER OF CREDIT

(ATTACHMENT "D")

DATE: _____

SUBJECT: SURETY AGREEMENT FOR PERFORMANCE (IRREVOCABLE LETTER OF CREDIT)

PROJECT NAME: _____

WORK COVERED: _____

To Whom It May Concern:

This is to advise that _____, as Surety, is holding at the request of _____, as Principal, the amount of \$_____ lawful money of the United States of America, as a guarantee that the subject facility will be constructed in accordance with the City of Winder regulations and further that this money will not be released until such time that we are notified in writing by the City of Winder Planning Department that the work has been properly and satisfactorily completed in accordance with the City of Winder for the project executed by the Principal on _____.

This is also to advise that if the Principal should fail to perform within _____ months from the date of this Agreement, this party as Surety shall be liable in payment to City of Winder the amount of the cost of the needed improvements upon written demand from the City of Winder; provided, however, the cost is not to exceed the amount held as a guarantee.

Sincerely,

Signature

Typed or Printed Name

Title

SURETY AGREEMENT FOR MAINTENANCE IRREVOCABLE LETTER OF CREDIT

(ATTACHMENT "E")

DATE: _____

SUBJECT: SURETY AGREEMENT FOR MAINTENANCE (IRREVOCABLE LETTER OF CREDIT)

PROJECT NAME: _____

WORK COVERED: _____

To Whom It May Concern:

This is to advise that _____, as Surety, is holding at the request of _____, as Principal, the amount of \$_____, lawful money of the United States of America, as a guaranty that the subject facility will be maintained in accordance with the City of Winder regulations and further that this money will not be released until such time that we are notified in writing by the City of Winder Planning Department 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 _____.

This is also to advise that if the Principal should fail to perform within _____ months from the date of this Agreement, as stipulated in the said agreement, this party as Surety shall be liable in payment to the City of Winder the amount of the cost of the needed repairs upon written demand from the City of Winder provided, however, the cost is not to exceed the amount held as a guaranty.

Sincerely,

Signature

Typed or Printed Name

Title

SURETY AGREEMENT FOR MAINTENANCE BOND

(ATTACHMENT "E")

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 Winder, 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 City of Winder Planning and Development Services Department subject to ratification by the City of Winder, under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Winder and conditioned that the Principal shall well and truly maintain all rights-of-way, street improvements, water and sewer lines, appurtenances, stormwater infrastructure and drainage facilities, sidewalks, stormwater facilities, and required landscaping (hereinafter collectively referred to as the "improvements") shown on said Final Plat in accordance with standard requirements of the City of Winder in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Development Performance and Maintenance Agreement (the "Agreement") with the City of Winder, dated _____, 20__, in which the Principal agrees and warrants, that as a condition precedent to approval of the plat subdividing certain property of the Principal entitled _____, all improvements shall be maintained in accordance with the standards aforesaid for a period of 24months from the date of the Agreement; 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 Agreement, 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 Agreement, then the Surety shall be liable in payment to City of Winder of a sum not to exceed \$_____, for the cost of completing the terms and conditions set forth under the Agreement entered by the Principal with the City of Winder.

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

ATTEST: PRINCIPAL: _____

Notary Public or Corporate Secretary Signature

_____ Address: _____

Phone: _____

ATTEST: SURETY: _____

Notary Public or Corporate Secretary Signature of President or Attorney-In-Fact

Print Name and Title _____

Address: _____

Phone: _____

SURETY AGREEMENT FOR PERFORMANCE BOND

(ATTACHMENT "D")

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ County, State of _____ as Principal and _____, a Corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Georgia, as Surety, are held and bound unto the City of Winder, Georgia as Obligee in the sum of \$ _____, the lawful money of the United States, for the payment whereof well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct _____, the subject facility, which was permitted in accordance to the City of Winder regulations for Permit Number _____. This bond shall remain in full force and effect until City of Winder Planning and Development Services Department agrees to release the performance bond, and that this money will not be released until such time that we are notified in writing by the City of Winder Planning Department that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement (the "Agreement") for the project executed by the Principal on _____.

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said Agreement, 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 Agreement, then the Surety shall be liable in payment to the City of Winder of a sum not to exceed \$ _____, for the cost of completing the terms and conditions set forth under the Agreement entered by the Principal with the City of Winder.

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

ATTEST:

PRINCIPAL: _____

Notary Public or Corporate Secretary

Signature

(Corporate Seal)

Print Name and Title: _____

Address: _____

Phone: _____

ATTEST:

SURETY: _____

Notary Public or Corporate Secretary

Signature of President or Attorney-In-Fact

Print Name and Title _____

Address: _____

Phone: _____

WARRANTY AGREEMENT FOR REQUIRED LANDSCAPING

(ATTACHMENT "F")

Date: _____

To: City of Winder
138 Sweetwater Trail
Winder, Georgia 30680

Subject: _____

Land Disturbance Permit No. _____

Site Address: _____

To Whom It May Concern:

This letter is to guarantee the viable condition of the required landscape material that has been planted at the above named project for a period of 24 months from final plat approval or 24 months from the release of required performance bonds for landscaping or tree planting if they were required at final plat approval.

I understand that the City of Winder Arborist will perform an inspection of the plantings and landscape material at the end of the 24-month period. The owner will be notified of any replacements or restoration that must be made to maintain compliance with the City of Winder development ordinances and regulations.

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 24-month warranty period. Replacement must be planted within 30 days from notification, or a Performance bond must be posted for a period of 180 days to allow replacement of the landscape material.

Date: _____20_____

OWNER OR LANDSCAPE CONTRACTOR

NOTARY PUBLIC

SIGNATURE

NAME: _____

ADDRESS: _____

PHONE: _____

COUNCIL MEMBERS
Stephanie Britt
Power Evans
Kobi Kilgore
Taffy McCormick
Sonny Morris
Travis Singley



MAYOR
Jimmy Terrell

CITY CLERK
Anna Childs

City of Winder

ENGINEER CERTIFICATION / INDEMNIFICATION FOR RETAINING WALLS

(Engineer Certification is required for any retaining wall over 4 feet high
as measured from top of footing to top of wall)

Note: Owner Certification required for any retaining wall over 4 feet high as measured from top of footing to top of wall.

Project Name: _____ Date: _____

Property Owner Name: _____

Property Owner Telephone: _____

Representative Name: _____

Representative Company/Firm Name: _____

Representative Company/Firm Address: _____

Representative Company/Firm City, State, Zip Code: _____

Representative Company/Firm Telephone: _____

Subdivision: _____

Site Address: _____

Site City/Zip Code: _____

Land Lot(s): _____ District(s): _____ Parcel(s): _____

LDP #: _____ Building Permit #: _____

Wall Permit #: _____ Number of Walls: _____

Date of Plans: _____

Description and Location of Wall(s): _____

I, _____, being a registered Professional Engineer in the State of Georgia, P.E. # _____, and being duly competent as regards retaining wall design and construction, and knowledgeable of the requirements of the City of Winder development standards and ordinances, hereby certify with my signature below:

- That the designs and plans prepared under my supervision being submitted herewith for retaining wall(s) have been performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar circumstances; and that said retaining wall(s):
 - a. Provide(s) factors of safety for sliding, bearing, overturning, and global stability; b. Is/are in good practice as regards drainage and structural stability; c) Is/are not designed to result in disturbance or erosion to other properties; d) Do/does not block, cross, or eliminate access to any easement, buffer, setback, detention/retention pond, or tree save area.
- And that I have advised the owner listed above that said wall(s) must be constructed under the supervision of a qualified and registered Professional Engineer and licensed contractor so as to result in a safe and code-conforming installation.
- A sealed Engineer Letter of Certification is required prior to final site approval.

I hereby acknowledge that the City of Winder will issue this permit based upon my design.

Signature: _____ Date: _____

(ATTACHMENT "H")

COUNCIL MEMBERS
Stephanie Britt
Power Evans
Kobi Kilgore
Taffy McCormick
Sonny Morris
Travis Singley



MAYOR
Jimmy Terrell

CITY ADMINISTRATOR
Jonathan Lynn

City of Winder

OWNER CERTIFICATION / INDEMNIFICATION FOR RETAINING WALLS

(Owner Certification is required for any retaining wall over 4 feet high
as measured from top of footing to top of wall)

Note: Engineer Certification is required for any retaining wall over 4 feet high as measured from top of footing to top of wall.

Project Name: _____ Date: _____

Property Owner Name: _____

Property Owner Telephone: _____

Representative Name: _____

Representative Company/Firm Name: _____

Representative Company/Firm Address: _____

Representative Company/Firm City, State, Zip Code: _____

Representative Company/Firm Telephone: _____

Subdivision: _____

Site Address: _____

Site City/Zip Code: _____

Land Lot(s): _____ District(s): _____ Parcel(s): _____

LDP #: _____ Building Permit #: _____

Wall Permit #: _____ Number of Walls: _____

Date of Plans: _____

Description and Location of Wall(s): _____

I, _____, being the owner of said property, or a representative for same, and being duly competent as regards retaining wall design and construction, and knowledgeable of the requirements of City of Winder development standards and ordinances, hereby certify with my signature below:

- That the plans I am submitting herewith for retaining wall(s) over 4' high as measured from top of footing to top of wall, are in good practice as regards drainage and structural stability;
- That said retaining wall(s):
 1. will not result in disturbance or erosion to other properties;
 2. do/does not block, cross, or eliminate access to any easement, buffer, setback, detention/retention pond, or tree save area;
 3. will be constructed under the supervision of a qualified and registered design professional and licensed contractor; and,
 4. will result in a safe and code-conforming installation.

As the owner or his/her representative, I certify that I hereby indemnify and hold the City of Winder harmless from any and all claims resulting from the issuance of this permit.

Signature: _____ Date: _____

(ATTACHMENT "I")
STORMWATER MANAGEMENT -
FINAL PLAT EROSION INTERPRETATION

- I. At time of requesting Final Plat, the City of Winder Engineering Department will require the following of the developer and its engineer:
 - A) Each task listed below must be completed before progressing to the next, as subsequent tasks are contingent upon the successful completion of the preceding ones. The Engineer of Record (or other Engineer Registered in the State of GA) must document and certify the completion dates for each task as part of their submission of the as-built documentation:
 - 1) Complete Final Grading - final grading as shown in the plans for the final phase of the ES&PC plan has been completed substantially as approved and permitted by the LDP plans. This would include final grading in response to modifying best management practices in the transition from intermediate to the final phase.
 - 2) Achieve Final Stabilization - achieving permanent vegetation meeting the definition of “final stabilization” as defined in the latest edition of the General NPDES Permit and as per the approved LDP plan. Applicant must provide proof in the form of photos, documentation, etc., and pass a field inspection by the City.
 - 3) Clean Storm Drainage System - all storm pipes, storm boxes, and other underground drainage structures have been jet-washed or otherwise cleaned of all debris, sediment, etc. Proof of completion of this work must be provided. Additionally, prior to performing this work, the City’s inspector must be notified at least 48 hours in advance so that the work can be inspected.
 - 4) Convert Temporary Sediment Basins - all ponds and outlet control structures have been completed and have been modified as necessary to operate in its final design configuration as a permanent detention or retention pond. Basins/Ponds initially configured to serve as Sediment Basins shall not be reconfigured until final stabilization required in IA2 has been completed.
 - 5) Submit As-Built Documentation—submit a certified as-built survey prepared by a Georgia Registered Land Surveyor and a certified hydrology report prepared by a Georgia Registered Professional Engineer. The engineer’s certification must confirm and explicitly state the as as-built hydrology report complies with the requirements outlined in the current edition of the Georgia Stormwater Management Manual (GWSMM) **and** the City of Winder stormwater regulations.

- II) If IA2 cannot be fully satisfied because of seasonal limitations **and** there has not been a growing season since mass grading was substantially completed, and the developer wishes not to wait on final stabilization to continue pursuing the final plat, the engineer/developer may submit additional documentation to include:
 - A) Documentation and certification by the Engineer that, at a minimum, the site meets the definition of “permanent vegetation” as defined in the latest edition of the Manual for Erosion and Sediment Control in Georgia.
 - B) Detailed plan to comply with IA2 above to include details in a spreadsheet-type format including a breakdown of each work item to be completed (soil testing, planting practice, planting times, fertilization, seed, mulching, etc.), the anticipated begin and end dates for the work to be completed, and the cost of each work item. The Engineering Department may require additional information as necessary to ensure that proper costs, planning, arrangements, etc., have been planned and provided for.
 - C) The applicant must provide an irrevocable performance bond, without an expiration date and worded such that it can only be released by the City of Winder Planning Department, for 150% of the agreed upon cost of work to be completed. The bond will not be released until final stabilization has been achieved at the site.

“Final Stabilization” means that all soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscaped areas), or equivalent permanent stabilization measures as defined in the Manual (excluding a crop of annual vegetation and seeding of target crop perennials appropriate for the region).

“Permanent (perennial) vegetation” shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region, such that within the growing season a 70% coverage by perennial vegetation shall be achieved.

Policy Developed 12-2-2024

Revision Date: _____

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