

C-UDO-84

AN ORDINANCE AMENDING MULTIPLE SECTIONS OF CHAPTER C OF THE *UNIFIED DEVELOPMENT ORDINANCES*

Be it ordained by the Village Council of the Village of Clemmons, North Carolina, that the *Unified Development Ordinances* is hereby amended as follows:

Section 1. Chapter C, Article III, Section 3-2.3 Design Manual is hereby amended as follows:

Article III

3-2.3 DESIGN MANUAL

The Stormwater Administrator shall use the policy, criteria, and information, including technical specifications and standards, in the North Carolina Department of Environmental Quality (DEQ) ~~DENR Division of Water Quality~~ Best Management Practices (BMP) Manual as the basis for decisions about stormwater permits and about the design, implementation and performance of structural and non-structural stormwater BMPs. The BMP Manual includes a list of acceptable stormwater treatment practices, including specific design criteria for each stormwater practice. Stormwater treatment practices that are designed, constructed, and maintained in accordance with these design and sizing criteria will be presumed to meet the minimum water quality performance standards of this Ordinance. The Village of Clemmons reserves the right to apply more restrictive design practices than the NC DEQ BMP manual.

Section 2. Chapter C, Article III, Section 3-3.1(C) Application of Regulations is hereby amended as follows:

Article III

3-3.1 APPLICATION OF REGULATIONS

(C) For the purpose of calculating density or built-upon area (BUA) for new development, total project area shall include total acreage in the tract on which the project is to be developed, less the built-upon area of existing development, as shown in the example below.

- $BUA \text{ Increase } (\%) = \frac{(\text{Proposed BUA} - \text{Existing BUA})}{(\text{Total Site Area} - \text{Existing BUA})} \times 100$
- Existing BUA accounts for all built upon areas that were established prior to 2007. The Village of Clemmons will reference digital records from 2007 GIS aerial imagery for review purposes.

Section 3. Chapter C, Article III, Section 3-3.2(A) Existing Development is hereby amended as follows:

Article III

3-3.2 EXISTING DEVELOPMENT

(A) Existing Development...Development in an area where the requirements of Section 3-3.6 of this Ordinance is conducted pursuant to one of the following authorizations, provided that the authorization was obtained prior to the effective date of this Ordinance and the authorization is valid, unexpired, un-revoked, and not otherwise terminated is not subject to the requirements of this Ordinance.

- (1) A building permit pursuant to G.S. 160A-417 160D Article 11;
- (2) A site-specific ~~development~~ vesting plan as defined by ~~G.S. 160A-385.1(b)(5)~~ the Zoning Ordinance;
- (3) A vested right to the development under G.S. 160A-385(b), ~~or 160A-385.1~~ 160D-108 and 160D-108.1;
- (4) A vested right to the development pursuant to common law.

Section 4. Chapter C, Article III, Section 3-3.5(B) Stormwater Management Occupancy Permit is hereby amended as follows:

Article III

3-3.5 STORMWATER MANAGEMENT OCCUPANCY PERMIT

- (B) A stormwater management occupancy permit, either for the whole or part of a building, shall be applied for coincident with the application for a stormwater management permit and shall be issued ~~or denied within ten (10) days after the erection or structural alterations of the building~~ once Village of Clemmons staff deem the project complete, and in compliance with the stormwater management permit for this project.

Section 5. Chapter C, Article III, Section 3-3.6 Development Standards is hereby amended as follows:

Article III

3-3.6 DEVELOPMENT STANDARDS

Applicability. The standards applicable to this section shall apply to all new development and redevelopment projects within Clemmons that cumulatively disturbs one acre or more of land, including projects less than one acre that are part of a larger common plan of development or sale, ~~as well as~~ non-single family residential (NON-SFR) parcels less than one acre as noted in section 3-3.6.2(C)(3) and 3-3.6.3(F)(3), as well as all projects subject to 3-7.1.5 (D).

Section 6. Chapter C, Article III, Section 3-3.6.2(A), Section 3-3.6.2(C), and Table C.3-3.6.2 Low Density Projects is hereby amended as follows:

Article III

3-3.6 DEVELOPMENT STANDARDS

3-3.6.2 Low Density Projects

- (A) Low Density Developments...Projects shall be permitted as low density if the project contains no more than twenty-four percent (24%) built-upon area ~~or~~, and no more than two (2) dwelling units per acre. Single family residential development/redevelopment shall also be of a zoning classification that allows for low density, or a minimum lot size of 20,000 square feet.

- (C) Stream Buffer Areas

- (1) All built-upon areas shall be at a minimum of ~~thirty (30)~~ fifty (50) feet landward of all perennial and intermittent surface waters. Areas shall be required to maintain a ~~15-~~ thirty (30) foot undisturbed stream buffer area landward of all perennial and intermittent surface waters. For the purpose of this Ordinance, a surface water shall be present if the feature is approximately shown on either the most recent version of the soil survey map prepared by the Natural Resources Conservation Service of the U.S. Department of Agriculture or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the U.S. Geologic Survey (USGS), or is determined by the Village of Clemmons or the Division to exist in the field. Relief from this requirement may be allowed when surface waters are not present in accordance with the provisions of 15A NCAC 02B.0233(3)(a).

Table C.3-3.6.2 Low Density Development Stream Buffer Area Requirements

Stream Buffer Area Type	Water Supply Watershed Class IV-Protected Area and All other areas where stream buffer areas apply
Built upon area	Thirty (30) Foot <u>Fifty (50) Foot</u>
Undisturbed Area	Fifteen (15) Foot <u>Thirty (30) Foot</u>

*Table C.3-3.6.2 provides a visual representation of the stream buffer areas in chart form as defined in section C.3-3.6.2(C)(1). No changes have been made to the requirements listed above.

- (2) In addition, an exception to this requirement may be pursued in accordance with section 3-3.6.8 of this Ordinance.
- (3) Unless otherwise exempted by items (1) and (2) above, stream buffer requirements shall apply to all new development and redevelopment of ~~non single family residential (NON-SFR) parcels~~ regardless of size, unless the parcel meets the requirements set forth in section 3-3.6.1(C)

Section 7. Chapter C, Article III, Section 3-3.6.3(F)(1), Section 3-3.6.3(G) and Table C.3-3.6.3 High Density Developments is hereby amended as follows:

Article III

3-3.6.3 High Density Developments

3-3.6.3 High Density Developments...All projects exceeding the low density threshold established in 3-3.6.2 above, except those projects to which section 3-3.6.1(c) applies, shall be permitted as high density if the project contains more than twenty-four percent (24%) built-upon area or more than two (2) dwelling units per acre. At a minimum, high density projects must meet the following design standards:

(F) Stream Buffer Areas

(1) All built-upon areas shall be at a minimum of ~~thirty (30) feet landward~~ one hundred (100) feet landward ~~for areas located within the designated public water supply watershed area~~ of all perennial and intermittent surface waters. A thirty (30) foot undisturbed buffer area landward, shall be required along all perennial and intermittent surface waters. Areas located within the water supply watershed shall be required to maintain a 30 foot undisturbed stream buffer area landward of all perennial and intermittent surface waters and all other areas shall be required to maintain a fifteen (15) foot undisturbed stream buffer area landward of all perennial and intermittent surface waters. For the purpose of this Ordinance, a surface water shall be present if the feature is approximately shown on either the most recent version of the soil survey map prepared by the Natural Resources Conservation Service of the U.S Department of Agriculture or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the U.S. Geologic Survey (USGS), or is determined by the Village of Clemmons or the Division to exist in the field. Relief from this requirement may be allowed when surface waters are not present in accordance with the provisions of 15A NCAC 02B .0233(3)(a).

Table C.3-3.6.3 High Density Development Stream Buffer Area Requirements

Stream Buffer Type	Water Supply Watershed Class IV Protected Area-Water Supply Watershed Class IV-Protected Area and All other areas where stream buffer areas apply	Outside the Water Supply Watershed Class IV-Protected Area
Built Upon Area	One hundred (100) foot	Thirty (30) foot
Undisturbed Area	Thirty (30) foot	Fifteen (15) foot

*Table C.3-3.6.3(F) (1) provides a visual representation of the stream buffer areas in chart form as defined in section C.3-3.6.2(C)(1). No changes have been made to the requirements listed above.

- (2) In addition, an exception to this requirement may be pursued in accordance with Section 3-3.6.8 of this Ordinance.
- (3) Unless otherwise exempted by items (1) and (2) above, stream buffer requirements shall apply to all new development and redevelopment of non-single family residential (NON-SFR) parcels regardless of size unless the parcel meets the requirements set forth in section 3-3.6.1(C).

(G) Impervious Coverage Limitation...Developments are limited to seventy percent (70%) built upon area on a project-by-project basis for development/redevelopment located within the designated WS-IV watershed areas.

Section 8. Chapter C, Article III, Section 3-3.6.6(C) Application for Approval is hereby amended as follows:

Article III

3-3.6.6 Applications for Approval

(C) As-Built Plans and Final Approval... Upon completion of a project and before a certificate of occupancy shall be granted by the Village of Clemmons, except as provide for in subsection (D) of this section, the applicant shall certify that the completed project is in accordance with the approved stormwater management plans and designs, and shall submit actual "as built" plans for all stormwater management facilities, drainage/conveyance systems, impervious areas, and

Section 9. Chapter C, Article III, Section 3-3.6.8 Exceptions is hereby amended as follows:

3-3.6.8 Exceptions... The Department or the Village of Clemmons, pursuant to ~~Article 19 of G.S. 160A~~ Chapter 160D Local Planning and Development Regulations of North Carolina General Statutes, may grant exceptions from the thirty (30) foot landward locations of built-upon requirements as well as the deed restrictions and protective covenants requirement as follows:

Section 10. Chapter C, Article III, Section 3-4 and Section 3-4(A) Posting of Financial Security and Assurance of Ongoing Maintenance is hereby amended as follows:

Article III

3-4 - POSTING OF FINANCIAL SECURITY AND ASSURANCE OF ONGOING MAINTENANCE

Adequate financial assurance in the form of a ~~performance bond and/or letter of credit other cash security,~~ performance bond and/or letter of credit, together with a contractual lien upon the property granted by the applicant unto the jurisdiction shall be provided by the applicant for the purpose of assuring construction, continued maintenance, repairs or reconstruction necessary for adequate completion and continued maintenance of any stormwater management systems.

(A) Performance Bond and Default

- (1) Performance Bond or Other Security Required... The applicant shall file with the Village of Clemmons one of the following:
 - (a) A performance bond, satisfactory in form to the jurisdiction's attorney as valid, sufficient, and enforceable;
 - (b) An irrevocable letter of credit issued by a bank in a form approved by the jurisdiction's attorney; ~~or;~~
 - ~~(c) A deposit of funds in escrow under the same terms and conditions applicable to bonds.~~

The performance bond or other security instrument shall be in amount adequate to cover the total cost of construction of the approved stormwater management systems. The total cost of the stormwater management systems shall include the value of all materials and piping and other structures; seeding and soil stabilization; design and engineering; and grading, excavation, fill, or other work. The costs shall be computed upon the assumption of an independent mobilization. The applicant shall submit unit cost information pertaining to all stormwater management systems and/or bids from contractors hired to perform the work as a method to determine the basis for the cost of the work. The final determination for construction cost and necessary performance security shall be made by the Stormwater Administrator Zoning Officer.

- (2) Default Under the Performance Bond or Other Security...Upon default of the applicant to complete and/or maintain the stormwater control structure as spelled out in the performance bond or other security, the Village may obtain and use all or any portion of the funds necessary to complete the improvements based on an engineering estimate. The Village Council shall return any funds not spent in completing the improvements to the owning entity.

Section 11. Chapter C, Article III, Section 3-7.2 Abatement is hereby amended as follows:

Article III

3-7.2 ABATEMENT

- (A) The Watershed Administrator shall monitor land use activities within the Village of Clemmons municipal limits to identify situations that may pose a threat to water quality.
- (B) The Watershed Administrator shall report all findings to the Elected Body. The Watershed Administrator may consult with any public agency or official and request recommendations.
- (C) Where the Elected Body finds a threat to water quality and the public health, safety and welfare, the Board shall institute any appropriate action or proceeding to restrain, correct or abate the condition and or violation.

Attachment A
To

Clemmons Watershed and Phase II

Stormwater Quality Management Protection Ordinance

NORTH CAROLINA) STORMWATER CONTROL OPERATIONS AND MAINTENANCE
FORSYTH COUNTY) LIEN AND EASEMENT AGREEMENT

THIS AGREEMENT is made pursuant to the VILLAGE OF CLEMMONS Watershed Protection Ordinance and entered into this ___ day of _____ by _____, a North Carolina limited Liability Company (hereinafter referred to as "DEVELOPER"), for the benefit of the VILLAGE OF CLEMMONS, N.C. (the "VILLAGE").

WITNESS

1. DEVELOPER is the owner of certain lands lying in the Yadkin River Watershed upon which it is erecting and will make improvements, said development being known as _____ the same is described by metes and bounds in those deeds recorded in Deed Book ___ at page ___ Forsyth County Registry (hereinafter, the "Property"). DEVELOPER is the only party with an interest in the Property, excepting that interest conveyed by a first deed of trust.
2. The development of the Property as contemplated by DEVELOPER requires the construction of an NCDEQ approved engineered stormwater control system ~~with wet detention ponds and related structures~~ (hereinafter, "Stormwater Control System") to provide storage and treatment of stormwater runoff to serve the Property.
3. DEVELOPER has applied to the VILLAGE for the issuance of a Stormwater Management Permit (hereinafter, the "Permit") to 1) construct a Stormwater Control System consistent with the design plans and specifications, and 2) operate and maintain the Stormwater Control System consistent with the Maintenance and Operation Manual for the designed structure Permanent Wet Detention Ponds which is to be submitted in accordance with the Unified Development Ordinance, section 3-6.4 Chapter C Section 3-4.1/7-6.1.

4. The VILLAGE desires to assure that the Stormwater Control System is properly constructed, maintained and operated in accordance with law and Permit provisions in order to protect the quality of the waters of the State and the public, interest therein and therefore is requiring the execution of this Agreement by DEVELOPER in connection with DEVELOPER'S application for a Permit.

NOW, THEREFORE, for and in consideration of the benefits to be derived by DEVELOPER in obtaining a Permit and being allowed to develop the property, DEVELOPER does hereby agree as follows:

1. DEVELOPER shall construct the Stormwater Control System in accordance with the Permit and plans and specifications hereafter issued and approved by the VILLAGE; and shall thereafter properly operate and maintain such Stormwater Control System in accordance with applicable Permit provisions, the plans and specifications of the Stormwater Control System, the operation and maintenance plan or manual, and applicable laws and regulations.

2. DEVELOPER agrees that it shall not transfer ownership and or control of the Stormwater Control System until construction has been completed in accordance with the Permit and approved plans, and the Stormwater Administrator has inspected and approved the same. DEVELOPER contemplates that upon completion of the Stormwater Control System, it will convey the Stormwater Control System and that portion of the Property on which the system is located to a non-profit Property Owners' Association to be formed for the purpose of administering the provisions of a declaration of covenants to be imposed upon the Property, which declaration shall be substantially in the form of the Declaration of Covenants, Conditions, and Restrictions for (name of project/development); said declaration of covenants to be submitted to and approved by the VILLAGE prior to transfer. In order to transfer the Stormwater Control System, DEVELOPER and the new owner must complete the "Notice of Transfer of Ownership" form and submit to the Stormwater Administrator.

3. DEVELOPER agrees that it shall not transfer, convey, assign or otherwise relinquish or release its responsibility for the operation and maintenance of its Stormwater Control System until the "Notice of Transfer of Ownership" form is submitted, at which time DEVELOPER shall be released from any obligations hereunder arising from events or circumstances occurring after the date the Stormwater Control System is transferred.

4. In the event DEVELOPER for any reason fails to complete or maintain the Stormwater Control System as required hereunder and the VILLAGE OF CLEMMONS or other appropriate governmental authority, following notice and a reasonable period within which to cure, completes or maintains the structure, DEVELOPER agrees to pay to the VILLAGE OF CLEMMONS or such other appropriate governmental authority all reasonable costs incurred in completing the Stormwater Control System which are in excess of the amount of the bond posted with the VILLAGE OF CLEMMONS, or in maintaining the Stormwater Control System, to assure its completion and maintenance. As security for the payment of any such sum, DEVELOPER hereby grants and conveys to the VILLAGE OF CLEMMONS, a lien on the Property subordinate only to any first lien deed of trust, and or liens and encumbrances of record, as of the date hereof, encumbering the Property. The VILLAGE OF CLEMMONS may bring an action at law against the DEVELOPER to pay any such sums coming due hereunder or foreclose the lien created herein against the Property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of deeds of trust. Interest at the legal rate, costs and reasonable attorney's fees for representation of the VILLAGE OF CLEMMONS in such action or foreclosure shall be added to the indebtedness secured by such lien. Upon removal of the Stormwater Control System in accordance with applicable law and inspection and approval of the same by the Stormwater Administrator, the lien herein granted and conveyed to the VILLAGE OF CLEMMONS shall automatically terminate and shall be of no further force or effect.

5. DEVELOPER hereby grants and conveys to the VILLAGE OF CLEMMONS or other appropriate governmental authority having jurisdiction for watershed protection, a non-exclusive easement over and upon those portions of the Property necessary to complete the construction of, inspect, or to maintain, the Stormwater Control System in the event DEVELOPER for any reason fails to complete or maintain the Stormwater Control System as required hereunder. This easement shall expire upon the removal of the Stormwater Control System in accordance with applicable law, the Permit and approved plans and the

inspection and approval of the same by the Stormwater Administrator. TO HAVE AND TO HOLD the foregoing rights and easements unto the VILLAGE OF CLEMMONS or other appropriate governmental authority having jurisdiction for watershed protection, said easement to run with the Property and bind DEVELOPER, its successors and assigns. Prior to issue of stormwater occupancy permit, the owner shall file with the Register of Deeds a description of the area containing the Stormwater Control System(s) within a drainage easement together with any dedication necessary for access to and from the Stormwater Control System and a public street.

6. Each of the VILLAGE OF CLEMMONS and any other appropriate governmental authority having jurisdiction for watershed protection shall be deemed a beneficiary of this Agreement, both for and in its or their own right, and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit this Agreement has been provided. This Agreement shall run in favor of the VILLAGE OF CLEMMONS and any other appropriate governmental authority having jurisdiction for watershed protection for the entire period during which this Agreement shall be in force and in effect without regard to whether the VILLAGE OF CLEMMONS or such other governmental entity has at any time been, remains, or is an owner of the Property or any portion thereof The VILLAGE OF CLEMMONS and such other governmental authority shall have the right, in the event of any breach of this Agreement, following notice and a reasonable period to cure, to exercise all the rights and remedies and to maintain any action or suits at law or in equity or other proper proceedings to enforce the curing of such breach of this Agreement to which it or any other appropriate governmental authority may be entitled.

7. A copy of this Agreement shall be filed in the office of the Forsyth County Register of Deeds and in the office of the Stormwater Administrator.

IN WITNESS WHEREOF, this Agreement was executed in duplicate originals by DEVELOPER on the day and year first written above.

DEVELOPER: _____

By: _____ (Seal)

ACCEPTED BY:

Name:

Title:

Stormwater Administrator and/or Village Designee

MAINTENANCE AND OPERATION MANUAL
FOR
PERMANENT WET DETENTION POND

I. Monthly, or after runoff producing rainfall event, whichever comes first:

A. Inspect the trash rack: remove accumulated debris, repairreplace if it is not functioning.

B. Inspect and clear the orifice of any obstructions.

C. Inspect the pond side slopes and grassed inlet swales: remove trash, and repair eroded areas before the next rainfall event.

II. Quarterly (four times per year):

A. Inspect the collection system (i.e. catch basins, piping, grassed swales) for proper functioning. Accumulated trash will be cleared from basin grates, basin bottoms, and piping will be checked for obstructions and cleared as required.

B. Pond inlets will be checked for undercutting. Riprap or other energy dissipations structures will be replaced, and broken pipes will be repaired.

III. Semi-annually (twice a year):

A. Accumulated sediment from the bottom of the outlet structure will be removed.

B. The forebay depth will be checked at various points.

C. Grassed swales, including the vegetative filter if applicable, will be reseeded twice annually as needed.

IV. Annually (once per year):

A. The pond will be checked at various points. Sediment removal will occur when the depth is reduced to 75% of the original design depth or three (3) inches, whichever is greater. Sediment must be removed to at least the original design depth.

V. General:

A. Mowing of the side slopes will be accomplished according to the season. Maximum grass height will be 6 (six) inches.

B. All components of the detention pond will be kept in good working order. Repair or replacement components will meet the original design specifications as per the approved stormwater plan. If previously approved components are determined by be ineffective by the Village of Clemmons, the component must be redesigned andor replaced.

Section 12. Chapter C, Article VII, Section 7-1.1 Authority and Enactment is hereby amended as follows:

Article VII

7-1.1 AUTHORITY AND ENACTMENT

The Legislature of the State of North Carolina has, in Chapter 160A, Article 8, Section 174 General Ordinance Authority; and in Chapter 160DA, ~~Article 19, Section 459~~ delegated the responsibility or directed local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry and to adopt and enforce stormwater control ordinances to protect water quality and water quantity. The Village Council of the Village of Clemmons does hereby ordain and enact into law the following articles as the Stormwater Quantity Management Ordinance of the Village of Clemmons.

Section 13. Chapter C, Article VII, Section 7-1.5 Exceptions to Applicability is hereby amended as follows:

Article VII

7-1.5 EXCEPTIONS TO APPLICABILITY

- (A) Nothing contained herein shall repeal, modify, or amend any federal or State law or regulation, or any ordinance or regulation pertaining thereto except any ordinance which these regulations specifically replace; nor shall any provision of this Ordinance amend, modify, or restrict any provisions of the Code of Ordinances of the Village of Clemmons; however, the adoption of this Ordinance shall and does amend any and all ordinances, resolutions, and regulations in effect in Clemmons at the time of the adoption of this Ordinance that may be construed to impair or reduce the effectiveness of this Ordinance or to conflict with any of its provisions.
- (B) It is not intended that these regulations interfere with any easement, covenants or other agreements between parties. However, if the provisions of these regulations impose greater restrictions or higher standards for the use of a building or land, then the provisions of these regulations shall control.
- (C) This Ordinance shall not apply to single family residential development or single-family redevelopment that cumulatively disturbs less than ~~one acre~~ 10,000 square feet and is not part of a larger common plan of development or sale.

- (D) Development or redevelopment including non-residential and residential (excluding single-family zoning) that cumulatively disturbs less than ~~20,000~~ 10,000 square feet is exempt from the quantity management provisions of this Ordinance.
- (E) This Ordinance shall not apply to any single family residence constructed upon an individual lot, provided that such lot was created by subdivision platted and approved prior to the effective date hereof.
- (F) This Ordinance shall not apply to accessory dwellings as referenced in Section B.2-6.4(B)(3) of the Unified Development Ordinance.
- (G) This Ordinance shall not apply to redevelopment projects that result in no net increase in built-upon area and provide equal or greater stormwater control than the previous development.
- (H) This Ordinance shall not apply to ongoing agricultural and forestry activities as defined in Section 404 of the Federal Clean Water Act, 40 CFR 232.
- (I) Existing Development This Ordinance shall not apply to development conducted pursuant to one of the following authorizations, (provided that the authorization was obtained prior to the effective date of this Ordinance and the authorization is valid, unexpired, un-revoked, and not otherwise terminated) under:
- (1) A building permit pursuant to G.S. ~~160A-417~~ 160D Article 11;
 - (2) A site-specific ~~development~~ vesting plan as defined by G.S. ~~160A-385.1(b)(5)~~ the Zoning Ordinance;
 - (3) A vested right to the development under G.S. ~~160A-385(b), or 160A-385.1~~ 160D-108 and 160D-108.1;
 - (4) A vested right to the development pursuant to common law.
- (J) Reconstruction of Buildings or Built-Upon Areas This Ordinance shall not apply to any structure or built-upon area that has been damaged or removed and the same may be repaired, reconstructed, or replaced provided that:
- (1) Repair or reconstruction is initiated within twelve (12) months and completed within two (2) years of such damage, and
 - (2) The total amount of space devoted to built-upon area is not increased.

Section 14. Chapter C, Article VII, Section 7-3.4(B)(1) Stormwater Quantity Management Standards is hereby amended as follows:

Article VII

7-3.4 STORMWATER QUANTITY MANAGEMENT STANDARDS

- (B) Minimum Measure Design Standards The following minimum design standards shall be applied to and incorporated in any approved stormwater quantity management plan permitted under this Ordinance:

- (1) Design Storm Events...Stormwater management facilities used to control runoff quantity shall be designed to manage the runoff generated by two-year, ten-year, ~~and~~ 25-year, 50-year and 100-year (6-hour) storm events.
- (a) Peak Discharge Control...Post-development peak discharge rates in two-year, ten-year, ~~and~~ 25-year, 50-year and 100-year storm events shall be controlled so as not to exceed pre-development peak discharge rates for the same storm events.
- (b) Volume Control...A stormwater runoff volume equal to the difference between the pre- and post-development volume for the 25-100-year event, six-hour duration, shall be detained on site so that the detention basin(s), or other appropriate stormwater Best Management Practice(s) (BMP), releases detained stormwater in a period of at least forty-eight (48) hours (two (2) days) and no longer than one hundred twenty (120) hours (five (5) days). Where site conditions require, based on accepted engineering practices, the period of storm duration may be lengthened by the Stormwater Administrator to as much as twelve (12) hours.
- (c) Orifice Sizing...If at any point, the designer finds it difficult to detain water for 2-5 days without lessening the orifice diameter below 2 inches, an acceptance shall be made due to the risk of clogging of the orifice. In order to utilize this exception, flow from all of the storm events shall flow through the single 2-inch orifice only. No multi-stage orifice will be allowed when utilizing this exception.

Section 15. Chapter C, Article VII, Section 7-6 and Section 7-6(A) Posting of Financial Security and Assurance of Ongoing Maintenance is hereby amended as follows:

Article VII

7-6 - POSTING OF FINANCIAL SECURITY AND ASSURANCE OF ONGOING MAINTENANCE

Adequate financial assurance in the form of a performance bond and/or letter of credit, together with a contractual lien upon the property granted by the applicant unto the jurisdiction shall be provided by the applicant for the purpose of assuring construction, continued maintenance, repairs or reconstruction necessary for adequate completion and continued maintenance of any stormwater control structures.

(A) Performance Bond and Default

- (1) Performance Bond or Other Security Required. The applicant shall file with the Village of Clemmons one of the following:
- (a) A performance bond, satisfactory in form to the jurisdiction's attorney as valid, sufficient, and enforceable;
- (b) An irrevocable letter of credit issued by a bank in a form approved by the jurisdiction's attorney; ~~or;~~
- (c) A deposit of funds in escrow under the same terms and conditions applicable to bonds.

The performance bond or other security instrument shall be in amount adequate to cover the total cost of construction of the approved stormwater management control structure(s). The total cost of the stormwater control structure(s) shall include the value of all materials and piping and other structures; seeding and soil stabilization; design and engineering; and grading, excavation, fill, or other work. The

costs shall be computed upon the assumption of an independent mobilization. The applicant shall submit unit cost information pertaining to all stormwater control structures and/or bids from contractors hired to perform the work as a method to determine the basis for the cost of the work. The final determination for construction cost and necessary performance security shall be made by the Stormwater Administrator.

- (2) Default Under the Performance Bond or Other Security... Upon default of the applicant to complete and/or maintain the stormwater control structure as spelled out in the performance bond or other security, the Village may obtain and use all or any portion of the funds necessary to complete the improvements based on an engineering estimate. The Village Council shall return any funds not spent in completing the improvements to the owning entity.

Section 16. Chapter C, Article VII, Section 7-7.3 Establishment of Watershed Review Board is hereby amended as follows:

Article VII

7-7.3 ESTABLISHMENT OF WATERSHED REVIEW BOARD

The ~~Stormwater Advisory~~ Zoning Board of Adjustment shall serve as the Watershed Review Board.

Section 17. Chapter C, Article VII, Section 7-7.5 Appeals from the Watershed Review Board is hereby amended as follows:

Article VII

7-7.5 APPEALS FROM THE WATERSHED REVIEW BOARD

Appeals from the Watershed Review Board must be filed with the Superior Court within thirty (30) days from the date of the decision. The decisions by the Superior Court will be in the manner of certiorari. (C-UDO-43, § 1, 5-27-08)

Attachment A

To

Stormwater Quantity Management Protection Ordinance
(Illustrative Purpose)

NORTH CAROLINA) STORMWATER CONTROL OPERATIONS AND MAINTENANCE
FORSYTH COUNTY) LIEN AND EASEMENT AGREEMENT

THIS AGREEMENT is made pursuant to the VILLAGE OF CLEMMONS Stormwater Management Program (Quality/Quantity) Ordinance and entered into this ___ day of _____, ___, By _____, a North Carolina limited Liability Company (hereinafter referred to as "DEVELOPER"), for the benefit of the VILLAGE OF CLEMMONS, N.C. (the "VILLAGE").

WITNESS

1. DEVELOPER is the owner of certain lands lying in the Yadkin River Watershed upon which it is erecting and will make improvements, said development being known as _____ the same is described by metes and bounds in those deeds recorded in Deed Book ___ at page ___, Forsyth County Registry (hereinafter, the "Property"). DEVELOPER is the only party with an interest in the Property, excepting that interest conveyed by a first deed of trust.

2. The development of the Property as contemplated by DEVELOPER requires the construction of an NCDEQ approved engineered stormwater control system ~~with wet detention ponds and related structures~~ (hereinafter, "Stormwater Control System") to provide storage and treatment of stormwater runoff to serve the Property.

3. DEVELOPER has applied to the VILLAGE for the issuance of a Stormwater Management Permit (hereinafter, the "Permit") to 1) construct a Stormwater Control System consistent with the design plans and specifications, and 2) operate and maintain the Stormwater Control System consistent with the Maintenance and Operation Manual for the designed structure Permanent Wet Detention Ponds which is to be submitted in accordance with the Unified Development Ordinance, Article VII, section 7-6.

4. The VILLAGE desires to assure that the Stormwater Control System is properly constructed, maintained and operated in accordance with law and Permit provisions in order to protect the quality of the waters of the State and the public interest therein and therefore is requiring the execution of this Agreement by DEVELOPER in connection with DEVELOPER'S application for a Permit.

NOW, THEREFORE, for and in consideration of the benefits to be derived by DEVELOPER in obtaining a Permit and being allowed to develop the property, DEVELOPER does hereby agree as follows:

1. DEVELOPER shall construct the Stormwater Control System in accordance with the Permit and plans and specifications hereafter issued and approved by the VILLAGE; and shall thereafter properly operate and maintain such Stormwater Control System in accordance with applicable Permit provisions, the plans and specifications of the Stormwater Control ~~System~~ System, the operation and maintenance plan or manual, and applicable laws and regulations.

2. DEVELOPER agrees that it shall not transfer ownership and or control of the Stormwater Control System until construction has been completed in accordance with the Permit and approved plans, and the Stormwater Administrator has inspected and approved the same. DEVELOPER contemplates that upon completion of the Stormwater Control System, it will convey the Stormwater Control System and that portion of the Property on which the system is located to a non-profit Property Owners' Association to be formed for the purpose of administering the provisions of a declaration of covenants to be imposed upon the Property, which declaration shall be substantially in the form of the Declaration of Covenants, Conditions, and Restrictions for (name of project/development); said declaration of covenants to be submitted to and approved by the VILLAGE prior to transfer. In order to transfer the Stormwater Control System, DEVELOPER and the new owner must complete the "Notice of Transfer of Ownership" form and submit to the Stormwater Administrator.

3. DEVELOPER agrees that it shall not transfer, convey, assign or otherwise relinquish or release its responsibility for the operation and maintenance of its Stormwater Control System until the "Notice of Transfer of Ownership" form is submitted, at which time DEVELOPER shall be released from any obligations hereunder arising from events or circumstances occurring after the date the Stormwater Control System is transferred.

4. In the event DEVELOPER for any reason fails to complete or maintain the Stormwater Control System as required hereunder and the VILLAGE OF CLEMMONS or other appropriate governmental authority, following notice and a reasonable period within which to cure, completes or maintains the structure, DEVELOPER agrees to pay to the VILLAGE OF CLEMMONS or such other appropriate governmental authority all reasonable cost incurred in completing the Stormwater Control System which are in excess of the amount of the bond posted with the VILLAGE OF CLEMMONS, or in maintaining the Stormwater Control System, to assure its completion and maintenance. As security for the payment of any such sum, DEVELOPER hereby grants and conveys to the VILLAGE OF CLEMMONS, a lien on the Property subordinate only to any first lien deed of trust, and or liens and encumbrances of record, as of the date hereof, encumbering the Property. The VILLAGE OF CLEMMONS may bring an action at law against the DEVELOPER to pay any such sums coming due hereunder or foreclose the lien created herein against the Property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of deeds of trust. Interest at the legal rate, costs and reasonable attorney's fees for representation of the VILLAGE OF CLEMMONS in such action or foreclosure shall be added to the indebtedness secured by such lien. Upon removal of the Stormwater Control System in accordance with applicable law and inspection and approval of the same by the Watershed

Administrator, the lien herein granted and conveyed to the VILLAGE OF CLEMMONS shall automatically terminate and shall be of no further force or effect.

5. DEVELOPER hereby grants and conveys to the VILLAGE OF CLEMMONS or other appropriate governmental authority having jurisdiction for watershed protection, a non-exclusive easement over and upon those portions of the Property necessary to complete the construction of, inspect, or to maintain, the Stormwater Control System in the event DEVELOPER for any reason fails to complete or maintain the Stormwater Control System as required hereunder. This easement shall expire upon the removal of the Stormwater Control System in accordance with applicable law, the Permit and approved plans and the inspection and approval of the same by the Stormwater Administrator. TO HAVE AND TO HOLD the foregoing rights and easements unto the VILLAGE OF CLEMMONS or other appropriate governmental authority having jurisdiction for watershed protection, said easement to run with the Property and bind DEVELOPER, its successors and assigns. Prior to issue of watershed occupancy permit, the owner shall file with the Register of Deeds a description of the area containing the Stormwater control system(s) within a drainage easement together with any dedication necessary for access to and from the Stormwater control systems and a public street.

6. Each of the VILLAGE OF CLEMMONS and any other appropriate governmental authority having jurisdiction for watershed protection shall be deemed a beneficiary of this Agreement, both for and in its or their own right, and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit this Agreement has been provided. This Agreement shall run in favor of the VILLAGE OF CLEMMONS and any other appropriate governmental authority having jurisdiction for watershed protection for the entire period during which this Agreement shall be in force and in effect without regard to whether the VILLAGE OF CLEMMONS or such other governmental entity has at any time been, remains, or is an owner of the Property or any portion thereof. The VILLAGE OF CLEMMONS and such other governmental authority shall have the right, in the event of any breach of this Agreement, following notice and a reasonable period to cure, to exercise all the rights and remedies and to maintain any action or suits at law or in equity or other proper proceedings to enforce the curing of such breach of this Agreement to which it or any other appropriate governmental authority may be entitled.

7. A copy of this Agreement shall be filed in the office of the Forsyth County Register of Deeds and in the office of the Stormwater Administrator.

IN WITNESS WHEREOF, this Agreement was executed in duplicate originals by DEVELOPER on the day and year first written above.

DEVELOPER: _____

By: _____ (Seal)

ACCEPTED BY: _____

Name:

Title: Stormwater Administrator and/or Village Designee

MAINTENANCE AND OPERATION MANUAL
FOR
PERMANENT WET DETENTION POND

I. Monthly, or after runoff producing rainfall event, whichever comes first:

A. Inspect the trash rack: remove accumulated debris, repair/replace if it is not functioning.

B. Inspect and clear the orifice of any obstructions.

C. Inspect the pond side slopes and grassed inlet swales: remove trash, and repair eroded areas before the next rainfall event.

II. Quarterly (four times per year):

A. Inspect the collection system (i.e. catch basins, piping, grassed swales) for proper functioning.

Accumulated trash will be cleared from basin grates, basin bottoms, and piping will be checked for obstructions and cleared as required.

B. Pond inlets will be checked for undercutting. Riprap or other energy dissipations structures will be replaced, and broken pipes will be repaired.

III. Semi annually (twice a year):

A. Accumulated sediment from the bottom of the outlet structure will be removed.

B. The forebay depth will be checked at various points.

C. Grassed swales, including the vegetative filter if applicable, will be reseeded twice annually as needed.

IV. Annually (once per year):

A. The pond will be checked at various points. Sediment removal will occur when the depth is reduced to 75% of the original design depth or three (3) inches, whichever is greater. Sediment must be removed to at least the original design depth.

V. General:

A. Mowing of the side slopes will be accomplished according to the season.

Maximum grass height will be six (6) inches.

B. All components of the detention pond will be kept in good working order. Repair or replacement components will meet the original design specifications as per the approved stormwater plan. If previously approved components are determined by be ineffective by the Village of Clemmons, the component must be redesigned andor replaced.

Section 18. This ordinance shall be effective upon adoption

Approved this _____ day of _____.

John L. Wait, Mayor

Attest:

Lisa Shortt, Village Clerk