

# City Of Jacksonville - Stormwater Submittal Requirements

Date Received \_\_\_\_\_

- | YES                      | NO                       | N/A                      |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> |                          | Stormwater submittal requirements (page 29)   |
| <input type="checkbox"/> | <input type="checkbox"/> |                          | Stormwater Permitting Fee (page 7) Check #/amount _____   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Four original Stormwater Operation & Maintenance Agreements for Non-Associations, Pages 1, 3 & 4 filled out, back signed and notarized (pages 10-18)  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Four original Stormwater Operation & Maintenance Agreements for Associations with cost estimates for construction of structural BMPs and proof of Escrow Account with 15% initial payment, Pages 1, 3 & 4 filled out, back signed and notarized (pages 19-28) |
| <input type="checkbox"/> | <input type="checkbox"/> |                          | Four complete sets of design drawings signed and sealed by N.C. Professional Engineer (at least one original) (page 29)   |
| <input type="checkbox"/> | <input type="checkbox"/> |                          | Four complete sets of calculations signed and sealed by N.C. Professional Engineer (at least one original) (page 29)  |
| <input type="checkbox"/> | <input type="checkbox"/> |                          | Designer's Certification Box on first Stormwater Plan Sheet, Signed and sealed by N.C. Professional Engineer (page 29)  |
| <input type="checkbox"/> | <input type="checkbox"/> |                          | Owner's/Developer's Certification Box on first Stormwater Plan sheet, signed (page 29)  |
| <input type="checkbox"/> | <input type="checkbox"/> |                          | Four Permit Applications with Off-Site Permit or Permit attached, signed and notarized (pages 31-43)  |
| <input type="checkbox"/> | <input type="checkbox"/> |                          | Four copies of Checklist for Stormwater Standards (pages 44-57)   |

## Applicant's Certification

I, \_\_\_\_\_ (*printed name*) attest that this application for

\_\_\_\_\_ (*project name*) has been reviewed by me and is accurate and complete to the best of my knowledge. I also understand that if all required parts of this application package are not completed and that if all required supporting information and attachments are not included, this application package will be returned to me as incomplete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



FOR OFFICE USE ONLY	
Date Received:	_____
Review Fee: \$	_____
Permit No:	_____
Date Issued:	_____

**City of Jacksonville  
Application for Stormwater Permit**

**Project Information**

Project Name: \_\_\_\_\_

Project Location: Highway/Street: \_\_\_\_\_

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Property Owner Address: \_\_\_\_\_

Property Owner Telephone: \_\_\_\_\_

Deed Book: \_\_\_\_\_ Page No. \_\_\_\_\_

PIN # \_\_\_\_\_ Lot Acreage \_\_\_\_\_

Purpose of Development: Residential  Commercial  Other

Existing Impervious Coverage (acres) \_\_\_\_\_ Proposed Impervious Coverage (acres) \_\_\_\_\_

High Density  Low Density

**Applicant Information (Owner/Developer)**

Business Name(s): \_\_\_\_\_

Applicant Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Designer Information (Person to contact regarding questions or revisions to the plan)**

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACH PERMIT TO THIS APPLICATION**

Permit Holder's Name: \_\_\_\_\_

Stormwater Permit #: \_\_\_\_\_

## Permit

**SECTION 1. APPROVAL:** Having reviewed the application and all supporting materials the City of Jacksonville has determined that the application is complete, and subject to the conditions imposed below, and the proposed development meets the requirements of the City's Phase II Stormwater Ordinance.

**SECTION 2. CONDITIONS:** Therefore, the above referenced site and land used is hereby approved and subject to all applicable provisions of the City of Jacksonville Phase II Stormwater Ordinance, Sections 3 and 4 of this permit, and the following condition(s) which the City of Jacksonville finds necessary for the proposed development to meet the intent of the ordinance:

1. This permit shall be valid for a period of two years from the date of issuance unless a valid building permit has been issued and maintained for the site or the permit has been revoked by the City of Jacksonville. If, after two years the permitted activity has not begun nor a valid building permit secured, this permit shall expire.
2. All land purchases and transfers necessary to secure the property for development shall be completed prior to recordation of this permit.
3. The development of the tract shall proceed in conformity to all plans, design features, and restrictions submitted as part of the stormwater permit application and kept on file by the City Planning Department except that the City of Jacksonville's Public Services Director may approve *minor* changes to such plans as required by field conditions.
4. The petitioner shall complete all required off-site stormwater improvements and receive approval from the City for such improvements prior to the release of any certificates of occupancy.
5. The petitioner shall submit a Floodplain Development Permit Application and receive approval from the City Planning Department prior to any land disturbance or filling of land located within Special Flood Hazard Areas.
6. The petitioner shall submit a Sedimentation and Erosion Control Plan Application and receive approval from the City of Jacksonville prior to any land disturbance or filling of land.

**SECTION 3. VESTED RIGHTS.** Approval of this permit confers upon the property the right to develop with the type and intensity of use only as such relates to the requirements of the Phase II stormwater ordinance and in the manner as herein described and as shown on the approved site plan. Development of the property, however, shall be subject to any and all future amendments to this ordinance which do not affect such type and intensity of use and shall proceed in full compliance with all other applicable local, state and federal regulations.

**SECTION 4. DEED RESTRICTION-PROTECTIVE COVENANT.** The following deed restrictions and protective covenants shall be recorded for all subdivisions, outparcels, and future development prior to the sale of any lot:

Permit Holder's Name: \_\_\_\_\_

Stormwater Permit #: \_\_\_\_\_

ARTICLE *[insert number]*

**STORMWATER OPERATION AND MAINTENANCE, EASEMENT AND ACCESS AGREEMENT FOR STRUCTURAL MANAGEMENT OF BMPS AND ESCROW CONTRIBUTION CONTRACT**

1. Definitions. As used within this Maintenance Covenant Section, the following words and terms have the following definitions.

(d) "Maintain", "Maintenance", "Maintaining" or any similar term used herein is defined to include one or more of the following, as the context requires: acquisition, purchase, construction, re-construction, installation, maintenance, inspection, examination, upkeep, cleaning, renewal, alternation, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation.

(e) "Maintenance Covenant" is defined as this Article.

(f) "Structural BMPs" is defined collectively as the stormwater control structures and other stormwater structural Best Management Practices (BMPs) and associated appurtenances and vegetation as stipulated on the approved final plat for said Property.

2. Location and Identification of Structural BMPs. A description of the portions of the Property where all the Structural BMPs are located, as well as a description of the Property in the Contract executed between the Association and the City of Jacksonville entitled "City of Jacksonville's Stormwater Operation, Maintenance, Easement and Access Agreement for Structural Stormwater Management of BMPs and Escrow Contribution Contract" which has been registered at the Onslow County Register of Deeds to run with said Property.
3. Maintenance of Structural BMPs. Structural BMPs shall be maintained by the Association in strict compliance with the Stormwater Ordinance and Agreement. At all times, the Structural BMPs shall comply with all applicable laws, ordinances, regulations, and rules. Membership in the Association is mandatory for each Owner of a Lot with membership being appurtenant to the Lot and running with ownership of the Lot. The Association or its Board of Directors shall levy assessments for the costs and expenses of maintaining the Structural BMPs in further compliance with the City of Jacksonville Stormwater Ordinance and Agreement. Upon compliance with the provisions of Chapter 47F of the North Carolina General Statutes (or any applicable successor provision), all assessments levied against a Lot that remain unpaid for a period of thirty (30) days or longer shall constitute a lien on that Lot.
4. Association Costs and Expenses for Maintenance of Structural BMPs. The costs and expenses of maintaining the Structural BMPs shall be a common expense of the Association and shall include, without limitation, all contribution payment obligations owed to the City of Jacksonville under a Stormwater Agreement covering the Property.

**Permit Holder's Name:** \_\_\_\_\_

**Stormwater Permit #:** \_\_\_\_\_

5. Establishment of an Escrow Account. The initial construction cost for the Structural BMP will be used to establish the level to which the escrow account will be funded. The sinking fund budget is established in the Stormwater Maintenance Agreement. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of contributions specified by the City of Jacksonville prior to the withdrawal of said funds.
  
6. Penalties Associated with Failure to Maintain Structural BMPs. Operation and Maintenance of the Structural BMPs must comply with all relevant provisions of the Ordinance, as may be amended from time to time, and the Operation and Maintenance Agreement. Failure to maintain the Structural BMPs is a violation of the Ordinance and may subject each Lot Owner to significant daily civil penalties and other enforcement actions by the City of Jacksonville.
  
7. Grant of Easement. Association hereby dedicates, bargains, sells, grants, and conveys unto the City of Jacksonville, its successors and assigns, a perpetual, non-exclusive and irrevocable right and easement over, under, through, and across the Stormwater Areas and access through the Property to and from the Stormwater Areas for the purpose of permitting City inspection and, if deemed necessary, as determined by the City, maintenance, replacement, reconstruction, and repair of the Structural BMPs.
  
8. Joint and Several Liability. Each Owner shall be jointly and severally responsible for maintenance and operation of the Structural BMPs, including payment of any unpaid expenses related to the maintenance of the Structural BMPs and including all interest charges thereon, together with the costs and expenses of collection incurred, including court costs and reasonable attorneys' fees actually incurred.
  
9. Action for Specific Performance. Recognizing the consequences to the City of Jacksonville of non-compliance with the obligations of this Maintenance Covenant, Association hereby grants the City of Jacksonville the right to seek, in any court of appropriate jurisdiction, judicial action for specific performance of any of the obligations established within this Maintenance Covenant. This right of the City shall not limit any other remedies or enforcement options available to the City under the Ordinance, any other applicable law, or the Stormwater Agreement.

Permit Holder's Name: \_\_\_\_\_

Stormwater Permit #: \_\_\_\_\_

**SECTION 5. SEVERABILITY.** Invalidation of any one or more of the conditions set forth herein shall not adversely affect the balance of said conditions, which shall remain in full force and effect.

\_\_\_\_\_  
Interim City Manager

\_\_\_\_\_  
Date

**NORTH CAROLINA  
ONslow COUNTY**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that \_\_\_\_\_ personally appeared before me and acknowledged that he is the Interim City Manager for the City of Jacksonville, North Carolina and pursuant to authority duly given, and as an act of the City; he executed this Agreement for the purpose herein expressed.

WITNESS my hand and Notarial Seal this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

SEAL

Permit Holder's Name: \_\_\_\_\_

Stormwater Permit #: \_\_\_\_\_

I, \_\_\_\_\_, owner(s) of the subject property, do hereby acknowledge receipt of this Stormwater Permit and agree to the conditions stated within. I further acknowledge that no work may be done pursuant to this Permit except in accordance with all of the conditions and requirements listed and that these conditions and requirements shall be binding upon me and my successors in interest and shall run with the land in perpetuity.

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Owner Name

**NORTH CAROLINA  
ONSLOW COUNTY**

I, \_\_\_\_\_, a Notary Public, do hereby certify that \_\_\_\_\_  
\_\_\_\_\_[owner Name(s)] personally appeared before me this day and acknowledged that [he/she/they] [is/are] the owner(s) of [address] \_\_\_\_\_  
\_\_\_\_\_.

WITNESS my hand and Notarial Seal this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

SEAL