



Finance

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ADDENDUM NUMBER 1
MLK Center Addition & Renovation
PB-BMG-0223
JULY 27, 2023

To all holders of Bid Documents; please be advised to the following:

General Items

1. Where any article, division or subparagraph of the original contract documents or other addenda is supplemented herein, the provisions of the original documents shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such article, division or subparagraphs are amended, voided or superseded thereby, the provisions of such article, division or subparagraph not so specifically amended, voided or superseded shall remain in effect.
2. Date, time, and location of bid opening are unchanged.
3. Please see the attached pre-bid meeting report and attendance list.
4. The following are attached and added to the project manual:
 - a. Documentation of requirements for American Rescue Plan Act (ARPA) funding.
 - b. City Planning & Development Dept. Construction Release letter, dated July 10, 2023.
 - c. Health Department Permit Application. (This item will be in Addendum No. 2)

Specification Items

1. Section 09 5100 – Acoustical Ceilings, 2.02, revise paragraph C as follows: *“Acoustical Panels, Type 2: Mineral fiber with smooth surface finish meeting USDA/FSIS guidelines for use in commercial kitchens, with the following characteristics:”*

Drawing Items

1. None

Clarifications

1. See attached pre-bid meeting report.

Approved Substitutions

The following have been reviewed and accepted:

1. None.

Acknowledge receipt of this Addendum in the space provided in the Proposal. Failure to do so may disqualify the Bidder.

Daryle L. Parker, Purchasing Manager
Purchasing Division

END OF ADDENDUM ONE

City of Wilmington
MLK Center Addition & Renovations
Pre-Bid Meeting Report

July 25, 2023



Pre-bid meeting attendance was not mandatory. Attendees are listed on the attached sign-in sheet.

City Purchasing reviewed insurance requirements and the City's Minority and Disadvantaged Business Policy requirements and goals.

Project scope:

- Single prime contract for the construction of a new gymnasium, and associated sitework, at the MLK Community Center that will include a high school regulation sized basketball court, two motorized goals, four height-adjustable goals, two scoreboards, a motorized divider curtain, volleyball court, striping for pickle-ball courts, safety padding for walls and backstops, adequate storage for all intended programming needs, full commercial kitchen (Including equipment and hood), additional restrooms, and office space. Project includes special inspections.
- Project includes work funded by the City as well as a portion of the work funded by the American Rescue Plan Act (ARPA). Work related to this funding is contained in an alternate, and must be broken out separately on the Schedule of Values and Applications for Payment.

Bid Documents:

The drawings, specifications, addenda and other bid-related documents are available for review at Duncan Parnell's online plan room:

https://www.dpibidroom.com/View/ViewJob.aspx?job_id=17608

PDFs and hard copies may be purchased through the plan room. The website has a plan holder list showing who has downloaded or purchased hard copy project documents.

Key Dates:

- Deadline for Substitution Requests: August 10, 2023 @ 5:00 PM
- Deadline for Questions from Bidders: August 15, 2023 @ 5:00 PM
- Project Bid Date: August 22, 2023 @ 3:00 PM

Permits and Project Information:

- Project has received a construction release letter from City Planning Dept. confirming TRC approval and stormwater permit, a copy of the letter will be provided by addendum.
- GC will submit the project to NHC Inspections to obtain a building permit.

- The city has completed a Health Department application for the kitchen, which will be provided by addendum. The GC will submit the application to the Health Department to obtain the permit.
- The work contained in Alternate G-1 is funded by a grant. If the grant places requirements on the GC beyond what are already included in the drawings and specs, a copy of those requirements will be provided by addendum.
- A geotechnical report for the project site is included in the project manual.

Construction Contract Schedule:

- 420 days from NTP to Substantial Completion
- 450 days until final completion
- Liquidated damages of \$1000/day
- If the contractor experiences unusually long lead times for products that affect the critical path, and those items were submitted and ordered at the appropriate time, consideration for a reasonable time extension will be given. While the City is eager to occupy the building, the intent is for everyone to work as a team and not to unnecessarily penalize the GC for conditions outside of their control.

Phasing and Coordination with MLK Center Staff and City vendors:

The building and surrounding park will remain in use throughout construction. Drawings and specs describe laydown areas, phasing of work to maintain required egress routes, and temporary measures to separate construction activities from occupied spaces. City vendors will provide a variety of building systems during construction, including security cameras and access control. Drawings and specs may include conduits and junction boxes to accommodate systems to be provided by City's vendors. GC will coordinate with vendors to facilitate completion of their work.

Site visits prior to bidding:

Submitting a bid for this project indicates that the GC has examined the plans, specifications, and existing conditions to their satisfaction. To schedule a site visit during bidding, please contact Mary Jones, MLK Center Recreation Supervisor at 910 341-0053 or 910 617-3858. If Ms. Jones is unavailable, please contact Davina Bell, Recreation Manager at 804 814-3683.

Allowances:

Section 01 2100 includes a contingency allowance to provide an in-building radio signal amplification system. Initial and pre-final signal strength mapping are included in the base bid.

Unit Prices:

Section 01 2200 describes unit prices for an alternative flooring adhesive, as well as several sitework items.

Alternates and Preferred Alternates:

Section 01 2300 describes a variety of alternates and preferred alternates.

- Due to requirements related to Federal grant funding, Alternate G-1 for kitchen replacement and addition requires the schedule of values to

provide full breakdown by specification section for work in this alternate; see project manual for requirements.

- There is an alternate to replace the HVAC ductwork in the existing gym.
- The preferred alternates, selected for compatibility with the City's standard systems to allow for improved stocking and rapid response by facilities dept., are as follows:
 - Locksets - Sargent
 - Ice maker - Hoshizaki KML-325MAJ
 - Resilient gym flooring – Gerflor Taraflex Sport M Plus with Dry-Tex adhesive system
 - Electric water cooler – Elkay LVRCGRNTL8WSK

Prospective Bidder Questions:

- What is the timeline for the replacement of HVAC ductwork in the existing gym?
 - **Work is to be coordinated with facility staff to minimize impact on programs, and finished prior to final completion.**
- Does ARPA funding include Buy American requirements?
 - **ARPA requirements will be provided by addendum.**
- Project includes work to prepare the building addition for future installation of photovoltaic (PV) system. Is building designed for additional structural loads for PV panels and support system?
 - **Gym addition design assumes connection of PV system to standing seam roof panels, and structure design includes loads for assumed PV panels and support structure.**
- Project manual states permit fees are the responsibility of the GC; will permitting fees be waived?
 - **Unless noted otherwise, permitting fees are to be included in the GC's base bid.**

End of Pre-Bid Meeting Report

ADDENDUM TO AGREEMENT

RECITALS

WHEREAS, City has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

WHEREAS, City intends to pay, in part or in whole, for the cost of the Contract (as defined in Section 1 hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, City must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

WHEREAS, pursuant to the Regulatory Requirements, City must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, City must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed upon by the parties, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

I. Definitions. Unless otherwise defined in this Contract, capitalized terms used in this Contract shall have the meanings ascribed thereto in this Section I.

1. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
2. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.
3. “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction

contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).

4. “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
5. “Contract” shall mean the legal instrument by which City, as a Recipient or Subrecipient, shall purchase from Engineer property or services needed to carry out a project or program under a federal award.
6. “Contractor” shall mean the entity named as “Contractor” in the Master License and Service Agreement that is entering into this Contract with City.
7. “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
8. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
9. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a

workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).

10. “Recipient” shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
11. Subcontract” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. “Subcontractor” shall mean an entity that receives a Subcontract.
13. “Subrecipient” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. “Tier” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

II. Equal Employment Opportunity

- A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. City agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, City agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I.A. of this Addendum shall not apply.

III. Copeland "Anti-Kickback" Act

Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. 874. City shall report all suspected or reported violations to Treasury.

IV. Contract Work Hours and Safety Standards Act

A. Overtime Requirements. No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Section IV.A. (Overtime Requirements), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory)

for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV.A. (Overtime Requirements), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section IV.A. (Overtime Requirements), above.

- C. Withholding for Unpaid Wages and Liquidated Damages. City shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV.B. (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- D. Subcontracts. Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- E. Payroll and Records. Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. Exceptions. None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

V. Rights to Inventions Made Under a Contract or Agreement

- A. The Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
 2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- C. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- F. For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

VI. Clean Air Act and Federal Water Pollution Control Act

- A. Clean Air Act. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*

Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

- B. Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

VII. Debarment and Suspension

- A. Due to its receipt of Fiscal Recovery Funds, City is a participant in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VII.A., above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) City shall not make any payments of federal financial assistance to Contractor, and (3) City shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters. This certification is a material representation of fact relied upon by City, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to City, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

- A. Contractor certifies to City, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the City, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which City has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with City the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

IX. Procurement of Recovered Materials

- A. Section IX.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during City’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

X. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- A. Definitions. Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.
 - 1. “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

2. “Covered Foreign Country” means the People’s Republic of China.
3. “Covered Telecommunications Equipment or Services” means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
4. “Critical Technology” means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in Section X.C. applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
 - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
 - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

C. Exceptions.

1. This clause does not prohibit Contractor or Subcontractors from providing:
 - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment that:
 - i. Is not used as a Substantial or Essential Component of any system and
 - ii. Is not used as Critical Technology of any system.

- b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

D. Reporting Requirement

1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph D.2(d)(2) of this Section X to City, unless procedures for reporting the information are established elsewhere in this Contract.
2. Contractor shall report the following information to City pursuant to paragraph D.1 of this Section X:
 - a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

E. Subcontractor. Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section X, including this paragraph E.

XI. Domestic Preferences for Procurements

A. For purposes of this Section XI, the terms below are defined as follows:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or

materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

XII. Solicitation of Minority and Women-Owned Business Enterprises

- A. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Section XII.A., an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIII. Access to Records

- A. Contractor agrees to provide City, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- B. Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

XIV. Conflicts of Interest; Gifts and Favors

- A. Contractor understands that (1) City will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the Conflict of Interest Policy of the City, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and -234.3(a)).

- B. Contractor certifies to City that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of City involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to City in writing.
- C. Contractor certifies to City that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of City. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to City in writing.

XV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- A. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XVI. Other Non-Discrimination Statutes

- A. Contractor acknowledges that City is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
 - 1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and

Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or

XVII. Miscellaneous

- A. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), City encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), City encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XVIII. Conflicts and Interpretation

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM
APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, “Disclosure Form to Report Lobbying,”](#) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Engineer understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date



July 10, 2023

910 254-0900
910 341-3264 fax
wilmingtonnc.gov
Dial 711 TTY/Voice

CONSTRUCTION RELEASE
MLK Center Addition
401 South 8th Street
Project # 2022075

*Consultant/
Agent:* Dani Lovera
CLH Design PA
400 Regency Forest Drive, Suite 120
Cary, NC 27518

*Property
Owner:* CITY OF WILMINGTON
PO BOX 1810
WILMINGTON NC 28402

The City thanks you for your investment in our community and we look forward to working with you towards the construction of a quality development project. Your project is hereby conditionally released for construction. Please make note of the conditions for this release as they appear below. These conditions must be followed and met for the construction to be approved.

Conditions of Release

1. A pre-construction meeting must be held between the site contractor/superintendent and city staff prior to any site work, tree removal, clearing or grading commences on site. Failure to comply will result in civil penalties. Please contact our zoning office at 910.254.0900 to schedule the preconstruction meeting.
2. Any trees, including the critical root zone area and/or the area designated to be saved, must be properly barricaded or marked with fencing and protected throughout construction to ensure that no clearing or grading will occur in those areas.
3. No equipment is allowed on the site and no construction of any building, structure, wall, utilities, infrastructure, etc. of any kind, including footings and building slabs, will be permitted until:
 - a. All tree protection fencing and silt fencing has been installed
 - b. Cape Fear Public Utility Authority has authorized the water and sewer activities
 - c. The assigned city zoning compliance officer has authorized the activity
4. This development shall comply with all local, regional, state, and federal development regulations. All applicable City of Wilmington Technical Review Committee requirements must be completed prior to the issuance of final zoning approval.
5. All truck traffic to and from the site shall adhere to NCDOT and City of Wilmington truck routes and restrictions (e.g. S. 3rd Street, Market Street). See city GIS gallery for routes, weight restrictions, etc.
6. Failure to comply with the above conditions may result in the issuance of a Stop Work Order (SWO).



Conditions of Final Zoning Approval

1. Per the requirements of the stormwater permit, the following shall occur prior to issuance of a certificate of occupancy or operation of the permitted facility:
 - A final inspection is required by City of Wilmington Engineering personnel (910) 341-5856.
2. Prior to a final inspection, a walkthrough with City Construction Management staff shall take place to verify completeness of site work in right(s)-of-way. Any material test reports and stormwater videos as required shall be submitted prior to and approved by city Engineering. Please contact the City Engineering Department at 910.341.0094.
3. Contractor shall submit a Radio Signal Strength Study for all commercial buildings that demonstrates that existing emergency responder radio signal levels meet the requirements of Section 510 of the 2018 NC Fire Code.
4. Approval of a major or minor site plan shall expire after 18 months from the date of such approval if the applicant has failed to make substantial progress on the site. The technical review committee may grant a single, six-month extension of this time limit for major and minor site plans, for good cause shown, upon receiving a request from the applicant before the expiration of the approved plan. In the event approval of a site plan has expired, for whatever reasons, the owner and/or applicant will be required to resubmit for approval of a site plan that meets current development standards unless otherwise noted in this chapter.
5. To obtain a final zoning inspection for this construction project, the appropriate departments within the City of Wilmington must perform and approve final inspections. To arrange for inspections please contact the assigned Zoning Enforcement Officer, at 254-0900. Staff will coordinate the inspections and provide a punch-list to the Developer within 5 working days. Upon correction of the punch-list items, a final inspection will be performed.
Note: Zoning will not issue final approval until all requirements of the City of Wilmington are fulfilled.
6. Please also be advised that any party aggrieved by the issuance of this approval may file a notice of appeal to the City Clerk within 30 days of receipt of active or constructive notice of this decision. It shall be presumed that all persons with standing to appeal have constructive notice of the decision from the date a sign containing the words "Zoning Decision" or "Subdivision Decision" in letters at least six inches high and identifying the means to contact an official for information about the decision is prominently posted on the property that is the subject of the decision, provided the sign remains on the property for at least 10 days. Posting of signs is not the only form of constructive notice. Any such posting shall be the responsibility of the landowner or applicant. Verification of the posting shall be provided to the official who made the decision. Absent an ordinance provision to the contrary, posting of signs shall not be required. Reference NC GS 160d-403.
7. Please notify New Hanover County Building Inspections of this release.

Project Planner:



Miranda Frantz, Associate Planner

7/10/2023

Date



Randy Chavis
Angela Hammers
Michael Bass

NC DOT (email only)
NC DOT (email only)
NC DOT (email only)

RECEIVED
By Jeff Walton at 8:50 am, Dec 19, 2022

APPROVED: _____ DENIED: _____

PERMIT #: **TPP-23-130**

Application for Tree Removal from Private Property

Name of Applicant: Zak Pierce, PLA Phone: 919-319-6716 Date: 11/15/2022

Name of Property Owner: Tony Caudle, City of Wilmington City Manager Phone: 910-314-4658

Property Owner Address: 305 Chestnut Street, Wilmington, NC 28401

Email address for permit to be sent: jenny@s2a3.com

Address of Proposed Tree Removal: 401 S 8th Street Wilmington, NC 28401

Description and location of tree(s) to be removed & reason for removal (provide attachment if necessary and tag tree(s) on site):

1. See attached list
2. _____
3. _____

Description of replacement trees:

Several large and healthy trees are retained on site. Due to this, tree protection credits exceed the required tree replacement trees. See landscape plan (C6.0) for full calculations. Additional canopy and understory trees are proposed on site, including various oaks (Sawtooth, Overcup, and Live), Crepe Myrtles, and Redbuds.

I, Zak Pierce, certify that the property owner has given me permission to apply for this permit on his/her behalf.

Applicant Signature: _____ Date: 11/15/2022

*****FOR OFFICIAL USE ONLY*****

Reviewed by: _____ Date _____

Remarks: _____

APPROVED
By Jeff Walton at 2:11 pm, Feb 16, 2023

ALL WORK MUST BE IN COMPLIANCE WITH THE CITY LAND DEVELOPMENT CODE, Section 18-317

NEW CONSTRUCTION: X EXPANSION: OTHER: PAID:

Tree preservation permit fees

Project Area is 3.5 Acres.

Less than 1 acre	\$25.00
1-5 acres	\$50.00
5-10 acres	\$100.00
Greater than 10 acres	\$150.00

******IF MITIGATION IS REQUIRED, CONTACT THE ZONING DEPARTMENT AT (910) 254-0900 TO DISCUSS A PLANTING SCHEDULE******

Application can be mailed, emailed to: zoning@wilmingtonnc.gov or dropped off at our office. No tree removal shall occur until permit application has been reviewed and approved by City Staff. Failure to comply shall result in enforcement action, including civil penalties.

Description and location of tree(s) to be removed & reason for removal:

- 1. 4" Cherry, west of existing building.**
 - This tree is located in the path of a sidewalk to extend from the building addition to the front entrance.
- 2. 6" Holly, southeast of building addition**
 - Grading needs to occur in this area to allow for the building expansion and to divert water away from the building.
- 3. 4" Holly, southeast of building addition**
 - Grading needs to occur in this area to allow for the building expansion and to divert water away from the building.
- 4. 22" Black Oak, within footprint of building addition**
 - This tree is in poor health and is within the proposed building footprint.
- 5. 22" Willow Oak, within footprint of building addition**
 - This tree is within the proposed building footprint
- 6. 4" Crepe Myrtle, north of building addition**
 - Heavy grading needs to occur in this area to allow for an accessible path to the east building entrance, as well as to divert water away from the building addition.
- 7. 2" Crepe Myrtle, northeast of building addition**
 - This tree is in poor health and within the path of the ADA sidewalk required to connect amenities on site.
- 8. 2" Crepe Myrtle, northeast of building addition**
 - This tree is in poor health and effected by grading for the ADA sidewalk required to connect amenities on site.
- 9. 4" Crepe Myrtle, between existing building and building addition**
 - This tree is dead and within an area of grading and proposed sidewalk.
- 10. 28" Laurel Oak, between existing building and building addition**
 - Between the building addition, new sidewalk and pavement, and grading of the site in this area, this tree will not survive construction impacts.
- 11. 4" Holly, between existing building and building addition**
 - This tree is in poor health, and is within the footprint of a paved area adjacent to the proposed building addition.



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

DOUGLAS R. ANSEL
Interim Director

June 29, 2023

City of Wilmington
Attn: Tony Caudle, City Manager
102 N 3rd Street
Wilmington, NC 28402

**Subject: Post-Construction Stormwater Management Permit No. SW8 980336
Robert Strange Park Recreation Facility
Low Density Project
New Hanover County**

Dear Mr. Caudle:

The Division of Energy, Mineral and Land Resources received a complete, modified Post-Construction Stormwater Management Permit Application for the subject project on March 31, 2023. Staff review of the plans and specifications has determined that the project, as proposed, complies with the Stormwater Regulations set forth in Title 15A NCAC 2H.1000 (1995 Rules) amended on January 1, 2017 (2017 Rules). Please refer to Attachment C for a detailed description of the current proposed major modification and a list of all the past modifications approved during the effective period of the permit. We are hereby forwarding the modified, updated, and re-issued Permit No. SW8 980336 dated June 29, 2023, for the construction, operation and maintenance of the built-upon areas (BUA) and vegetated conveyances or areas associated with the subject project. *Please replace the previous application (SWU-101), supplement, operation and maintenance agreement with the attached modified versions. Please add the enclosed approved plans to the previously approved plan set.*

This permit shall be effective from the date of issuance until rescinded and does not supersede any other agency permit that may be required. The project shall be subject to the conditions and limitations as specified therein. Failure to comply with these requirements will result in future compliance problems. Please note that this permit is not transferable except after notice to and approval by the Division.

If any parts, requirements, or limitations contained in this permit are unacceptable, you have the right to request an adjudicatory hearing by filing a written petition with the Office of Administrative Hearings (OAH). The written petition must conform to Chapter 150B of the North Carolina General Statutes and must be filed with the OAH within thirty (30) days of receipt of this permit. You should contact the OAH with all questions regarding the filing fee (if a filing fee is required) and/or the details of the filing process at 6714 Mail Service Center, Raleigh, NC 27699-6714, or via telephone at 919-431-3000, or visit their website at www.NCOAH.com. Unless such demands are made this permit shall be final and binding.

If you have any questions concerning this permit, please contact Thom Edgerton in the Wilmington Regional Office, at (910) 796-7215 or thom.edgerton@deq.nc.gov.

Sincerely,

For Douglas R. Ansel, Interim Director
Division of Energy, Mineral and Land Resources

Enclosures: Attachment A – Designer Certification
Attachment C – Permitting History
Application Documents

DES/tae: \\Stormwater\Permits & Projects\1998\980336 LD\2023 06 permit 980336



North Carolina Department of Environmental Quality | Division of Energy, Mineral and Land Resources
Wilmington Regional Office | 127 Cardinal Drive Extension | Wilmington, North Carolina 28405
910.796.7215

cc: Kenneth Loring, PE; CLH Design, PA;
New Hanover County Engineering
Engineering Department, City of Wilmington
Wilmington Regional Office Stormwater File



STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF ENERGY, MINERAL AND LAND RESOURCES

POST-CONSTRUCTION STORMWATER MANAGEMENT PERMIT

LOW DENSITY DEVELOPMENT

In compliance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations promulgated and adopted by the North Carolina Environmental Management Commission, including 15A NCAC 02H.1000 (1995 Rules) as amended on January 1, 2017 (2017 Rules) (collectively, the "stormwater rules"),

PERMISSION IS HEREBY GRANTED TO

City of Wilmington

Robert Strange Park Recreation Facility

401 S 8th Street, Wilmington, New Hanover County

FOR THE

construction, management, operation and maintenance of built-upon area (BUA) for a low density area (the "low density area(s)") as outlined in the application, approved stormwater management plans, supplements, calculations, operation and maintenance agreement, recorded documents, specifications, and other supporting data (the "approved plans and specifications") as attached and/or on file with and approved by the Division of Energy, Mineral and Land Resources (the "Division" or "DEMLR"). The project shall be constructed, operated and maintained in accordance with these approved plans and specifications. The approved plans and specifications are incorporated by reference and are enforceable parts of this permit.

This permit shall be effective from the date of issuance until rescinded and shall be subject to the following specified conditions and limitations. The permit issued shall continue in force and effect until the permittee files a request with the Division for a permit modification, transfer, or rescission; however, these actions do not stay any condition. The issuance of this permit does not prohibit the Director from reopening and modifying the permit, revoking and reissuing the permit, or terminating the permit for cause as allowed by the laws, rules, and regulations contained in 15A NCAC 2H.1000 and NCGS 143-215.1 et.al.

1. **APPLICABLE RULES.** The drainage area(s) identified as DA1 is subject to the 1995 Rules specific conditions listed herein.
2. **BUA REQUIREMENTS.** The maximum amount of BUA allowed for the entire project is 245,320 square feet. The BUA requirements and allocations for this project are as follows:
 - a. **LOW DENSITY AREA BUA LIMITS (DA1).** The low density area, also referred to as Drainage Area (DA) DA1 in the approved plans and specifications, must not exceed 30% per the requirements of the 1995 Rules. Within this low density area, this permit approves a percent BUA of 30% and the construction of a total of 245,320 square feet of BUA, which includes 28,722 square feet of future BUA.
3. **PERVIOUS AREA IMPROVEMENTS.** At this time, none of the pervious area improvements listed in G.S. 143-214.7(b2) or the Stormwater Design Manual have been proposed for this project. Pervious area improvements will be allowed in this project if documentation is provided demonstrating those improvements meet the requirements of the stormwater rule.

4. **LOW DENSITY AREA REQUIREMENTS.** The low density area requirements for this project are as follows:
 - a. **LOW DENSITY AND CONVEYANCE DESIGN.** The low density area is permitted based on the design criteria presented in the sealed, signed and dated supplement and as shown in the approved plans and specifications. This low density area and conveyances must be provided and maintained at the design condition.
 - b. **PIPING.** Other than the piping shown on the approved plans, only minimal amounts of piping under driveways and roads is allowed within the low density area when it cannot be avoided. No additional piping is allowed.
 - c. **VEGETATED CONVEYANCES (1995 Rules).** The only runoff conveyance systems allowed are vegetated conveyances such as swales with minimum side slopes of 3:1 (H:V) as defined in the stormwater rules and approved by the Division.
5. **VEGETATED BUFFERS (1995 Rules).** A 30-foot wide vegetative buffer must be provided and maintained in grass or other vegetation adjacent to all surface waters as shown on the approved plans. The buffer is measured horizontally from the normal pool elevation of impounded structures, from the top of bank of each side of streams or rivers, and from the mean high waterline of tidal waters, perpendicular to the shoreline.
 - a. **BUA IN THE VEGETATED BUFFER.** BUA may not be added to the vegetated setback except as shown on the approved plans.
 - b. **RELEASE OF UNTREATED STORMWATER.** Stormwater from the low density area (including roof drains), must be released at the edge of the vegetated buffer and allowed to flow through the buffer as dispersed flow.
6. **RECORDED DOCUMENT REQUIREMENTS.** The stormwater rules require the following documents to be recorded with the Office of the Register of Deeds:
 - a. **EASEMENTS.** All SCMs, stormwater collection systems, vegetated conveyances, and maintenance access located on property owned by other persons or entities must be located in permanent recorded easements or drainage easements as shown on the approved plans.
7. **CONSTRUCTION.** During construction, erosion shall be kept to a minimum and any eroded areas of the on-site stormwater system will be repaired immediately.
 - a. **PROJECT CONSTRUCTION, OPERATION AND MAINTENANCE.** During construction, all operation and maintenance for the project and stormwater system shall follow the Erosion Control Plan requirements until the Sediment-Erosion Control devices are no longer needed.
 - b. **FINAL GRADING.** The vegetated areas and vegetated conveyances shall be entirely constructed and vegetated. Once the final grading is completed and the site is stabilized, the permittee shall provide and perform the operation and maintenance as outlined in the applicable section below.

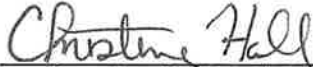
8. **MODIFICATIONS.** No person or entity, including the permittee, shall alter any component shown in the approved plans and specifications. Prior to the construction of any modification to the approved plans, the permittee shall submit to the Director, and shall have received approval for modified plans, specifications, and calculations including, but not limited to, those listed below. For changes to the project that impact the certifications, a new or updated certification(s), as applicable, will be required and a copy must be submitted to the appropriate DEQ regional office upon completion of the modification.
 - a. Any modification to the approved plans and specifications, regardless of size including the BUA, details, etc.
 - b. Redesign or addition to the approved amount of BUA.
 - c. Further development, subdivision, acquisition, lease or sale of any, all or part of the project and/or property area as reported in the approved plans and specifications.
 - d. Altering, modifying, removing, relocating, redirecting, regrading, or resizing of any component of the approved stormwater collection system and/or vegetative conveyance shown on the approved plan.
 - e. The construction of any allocated future BUA.
 - f. The construction of any infiltrating permeable pavement, #57 stone area, public trails, or landscaping material to be considered a pervious surface that were not included in the approved plans and specifications.
 - g. Other modifications as determined by the Director.
9. **DESIGNER'S CERTIFICATION.** Upon completion of the project, the permittee shall determine if the project is in compliance with the approved plans and take the necessary following actions:
 - a. If the permittee determines that the project is in compliance with the approved plans, then within 45 days of completion, the permittee shall submit to the Division one hard copy and one electronic copy of the following:
 - i. The completed and signed Designer's Certification provided in Attachment A noting any deviations from the approved plans and specifications. Deviations may require approval from the Division;
 - ii. A copy of the recorded operation and maintenance agreement;
 - iii. Unless already provided, a copy of the recorded deed restrictions and protective covenants; and
 - iv. A copy of the recorded plat delineating the public rights-of-way, dedicated common areas and/or permanent recorded easements, when applicable.
 - b. If the permittee determines that the project is not in compliance with the approved plans, the permittee shall submit an application to modify the permit within 30 days of completion of the project or provide a plan of action, with a timeline, to bring the site into compliance.
10. **OPERATION AND MAINTENANCE.** The permittee shall provide and perform the operation and maintenance necessary, as listed in the signed operation and maintenance agreement, to assure that all components of the permitted on-site stormwater system are maintained at the approved design condition. The approved operation and maintenance agreement must be followed in its entirety and maintenance must occur at the scheduled intervals.
 - a. **CORRECTIVE ACTIONS REQUIRED.** In the event that the low density area fails to meet the requirements of low density, the permittee shall take immediate corrective actions. This includes actions required by the Division and the stormwater rules such as the construction of additional or replacement on-site stormwater systems. These additional or replacement measures shall receive a permit from the Division prior to construction.
 - b. **MAINTENANCE RECORDS.** Records of maintenance activities must be kept and made available upon request to authorized personnel of the Division. The records will indicate the date, activity, name of person performing the work and what actions were taken.
11. **CHANGES TO THE PROJECT NAME, PERMITTEE NAME OR CONTACT INFORMATION.** The permittee shall submit a completed Permit Information Update Application Form to the Division within 30 days to making any one of these changes.
12. **TRANSFER.** This permit is not transferable to any person or entity except after notice to and approval by the Director. Neither the sale of the project and/or property, in whole or in part, nor the conveyance of common area to a third party constitutes an approved transfer of the permit.

- a. **TRANSFER REQUEST.** The transfer request must include the appropriate application, documentation and the processing fee as outlined in 15A NCAC 02H.1045(2). This request must be submitted within 90 days of the permit holder meeting one or more of the following:
 - i. A natural person who is deceased;
 - ii. A partnership, limited liability corporation, corporation, or any other business association that has been dissolved;
 - iii. A person or entity who has been lawfully and finally divested of title to the property on which the permitted activity is occurring or will occur through foreclosure, bankruptcy, or other legal proceeding.
 - iv. A person or entity who has sold the property, in whole or in part, on which the permitted activity is occurring or will occur,
 - v. The assignment of declarant rights to another individual or entity;
 - vi. The sale or conveyance of the common areas to a Homeowner's or Property Owner's Association, subject to the requirements of NCGS 143-214.7(c2);
 - b. **TRANSFER INSPECTION.** Prior to transfer of the permit, a file review and site inspection will be conducted by Division personnel to ensure the permit conditions have been met and that the project and the on-site stormwater system complies with the permit conditions. Records of maintenance activities performed to date may be requested. Projects not in compliance with the permit will not be transferred until all permit and/or general statute conditions are met.
13. **COMPLIANCE.** The permittee is responsible for complying with the terms and conditions of this permit and the approved plans and specifications until the Division approves the transfer request.
- a. **REVIEWING AND MONITORING FOR COMPLIANCE.** The permittee is responsible for verifying that the proposed BUA within each drainage area and for the entire project does not exceed the maximum amount allowed by this permit. The permittee shall review and routinely monitor the project to ensure continued compliance with the conditions of the permit, the approved plans and specifications.
 - b. **APPROVED PLANS AND SPECIFICATIONS.** A copy of this permit, approved plans, application, supplements, operation and maintenance agreement, all applicable recorded documents, and specifications shall be maintained on file by the permittee at all times.
 - c. **MAINTENANCE ACCESS.** SCMs, stormwater collection systems, and vegetated conveyances must be accessible for inspection, operation, maintenance and repair as shown on the approved plans.
 - d. **DIVISION ACCESS.** The permittee grants Division Staff permission to enter the property during normal business hours to inspect all components of the permitted project.
 - e. **ENFORCEMENT.** Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in NCGS 143 Article 21.
 - f. **ANNUAL CERTIFICATION.** The permittee shall electronically submit to the Division an annual certification completed by either the permittee or their designee confirming the projects conformance with permit conditions.
 - g. **OBTAINING COMPLIANCE.** The Director may notify the permittee when the permitted site does not meet one or more of the minimum requirements of the permit. Within the time frame specified in the notice, the permittee shall submit a written time schedule to the Director for modifying the site to meet minimum requirements. The permittee shall provide copies of modified plans and certification in writing to the Director that the changes have been made.

- h. OTHER PERMITS. The issuance of this permit does not preclude the permittee from obtaining and complying with any and all other permits or approvals that are required for this development to take place, as required by any statutes, rules, regulations, or ordinances, which are imposed by any other Local, State or Federal government agency having jurisdiction. Any activities undertaken at this site that cause a water quality violation or undertaken prior to receipt of the necessary permits or approvals to do so are considered violations of NCGS 143-215.1, and subject to enforcement procedures pursuant to NCGS 143-215.6.

Permit modified, updated, and reissued this the 29th day of June 2023.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



For Douglas R. Ansel, Interim Director
Division of Energy, Mineral and Land Resources
By Authority of the Environmental Management Commission

Permit Number SW8 980336

Attachment A

Certification Forms

The following blank Designer Certification forms are included and specific for this project:

- As-Built Permittee Certification
- As-Built Designer's Certification General MDC
- As-Built Designer's Certification for Low Density Projects

A separate certification is required for each SCM. These blank certification forms may be copied and used, as needed, for each SCM and/or as a partial certification to address a section or phase of the project.

AS-BUILT PERMITTEE CERTIFICATION

I hereby state that I am the current permittee for the project named above, and I certify by my signature below, that the project meets the below listed Final Submittal Requirements found in NCAC 02H.1042(4) and the terms, conditions and provisions listed in the permit documents, plans and specifications on file with or provided to the Division.

- Check here if this is a partial certification. Section/phase/SCM _____
 Check here if this is part of a Fast Track As-built Package Submittal.

Printed Name _____ Signature _____

I, _____, a Notary Public in the State of _____

County of _____, do hereby certify that _____

personally appeared before me this _____ day of _____, 20_____

and acknowledge the due execution of this as-built certification. (SEAL)

Witness my hand and official seal

My commission expires _____

Permittee's Certification NCAC .1042(4)	Completed / Provided	N/A
A. DEED RESTRICTIONS / BUA RECORDS		
1. The deed restrictions and protective covenants have been recorded and contain the necessary language to ensure that the project is maintained consistent with the stormwater regulations and with the permit conditions.	Y or N	
2. A copy of the recorded deed restrictions and protective covenants has been provided to the Division.	Y or N	
3. Records which track the BUA on each lot are being kept. (See Note 1)	Y or N	
B. MAINTENANCE ACCESS		
1. The SCMs are accessible for inspection, maintenance and repair.	Y or N	
2. The access is a minimum of 10 feet wide.	Y or N	
3. The access extends to the nearest public right-of-way.	Y or N	
C. EASEMENTS		
1. The SCMs and the components of the runoff collection / conveyance system are located in recorded drainage easements.	Y or N	
2. A copy of the recorded plat(s) is provided.	Y or N	
D. SINGLE FAMILY RESIDENTIAL LOTS - Plats for residential lots that have an SCM include the following:	Y or N	
1. The specific location of the SCM on the lot.	Y or N	
2. A typical detail for the SCM.	Y or N	
3. A note that the SCM is required to meet stormwater regulations and that the lot owner is subject to enforcement action as set forth in NCGS 143 Article 21 if the SCM is removed, relocated or altered without prior approval.	Y or N	
E. OPERATION AND MAINTENANCE AGREEMENT	Y or N	
1. The O&M Agreement is referenced on the final recorded plat.	Y or N	
2. The O&M Agreement is recorded with the Register of Deeds and appears in the chain of title.	Y or N	
F. OPERATION AND MAINTENANCE PLAN – maintenance records are being kept in a known set location for each SCM and are available for review.	Y or N	
G. DESIGNER'S CERTIFICATION FORM – has been provided to the Division.	Y or N	

Note 1- Acceptable records include ARC approvals, as-built surveys, and county tax records.

Provide an explanation for every requirement that was not met, and for every "N/A" below. Attach additional sheets as needed.

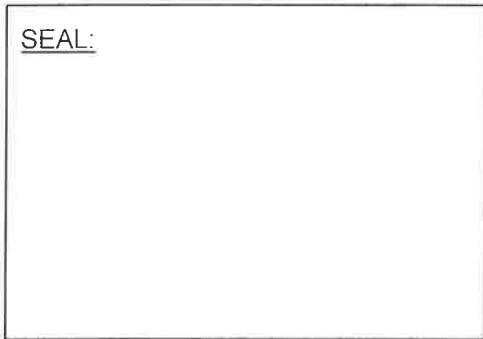
AS-BUILT DESIGNER'S CERTIFICATION GENERAL MDC

I hereby state that I am a licensed professional and I certify by my signature and seal below, that I have observed the construction of the project named above to the best of my abilities with all due care and diligence, and that the project meets the below listed General MDC found in NCAC 02H.1050 in accordance with the permit documents, plans and specifications on file with or provided to the Division, except as noted on the "AS-BUILT" drawings, such that the intent of the stormwater rules and statutes has been preserved.

- Check here if this is a partial certification. Section/phase/SCM _____
- Check here if this is a part of a Fast-Track As-Built Package Submittal per .1044(3).
- Check here if the designer did not observe the construction, but is certifying the project.
- Check here if pictures of the SCM are provided.

Printed Name _____ Signature _____

NC Registration Number _____ Date _____



Consultant's Mailing Address: _____

 City/State/ZIP _____
 Phone Number _____
 Consultant's Email address: _____

① Circle N if the as-built value differs from the Plan. If N is circled, provide an explanation on Page 2.
 ② N/E = not evaluated (provide explanation on page 2) ③ N/A = not applicable to this SCM or project.

Consultant's Certification NCAC .1003((3) & General MDC .1050	①As-built	②N/E	③N/A
A. TREATMENT REQUIREMENTS			
1. The SCM achieves runoff treatment.	Y or N		
2. The SCM achieves runoff volume match.	Y or N		
3. Runoff from offsite areas and/or existing BUA is bypassed.	Y or N		
4. Runoff from offsite areas and/or existing BUA is directed into the permitted SCM and is accounted for at the full build-out potential.	Y or N		
5. The project controls runoff through an offsite permitted SCM that meets the requirements of the MDC.	Y or N		
6. The net area of new BUA increase for an existing project has been accounted for at the appropriate design storm level.	Y or N		
7. The SCM(s) meets all the specific minimum design criteria.	Y or N		
B. VEGETATED SETBACKS / BUA			
1. The width of the vegetated setback has been measured from the normal pool of impounded waters, the MHW line of tidal waters, or the top of bank of each side of rivers or streams.	Y or N		
2. The vegetated setback is maintained in grass or other vegetation.	Y or N		
3. BUA that meets the requirements of NCGS 143-214.7 (b2)(2) is located in the setback.	Y or N		
4. BUA that does not meet the requirements of NCGS 143-214.7 (b2)(2) is located within the setback and is limited to:	Y or N		

a. Publicly funded linear projects (road, greenway sidewalk) b. Water-dependent structures c. Minimal footprint uses (utility poles, signs, security lighting and appurtenances)			
5. Stormwater that is not treated in an SCM is released at the edge of the setback and allowed to flow through the setback as dispersed flow.	Y or N		
	①As-built	②N/E	③N/A
C. STORMWATER OUTLETS – the outlet handles the peak flow from the 10 year storm with no downslope erosion.	Y or N		
D. VARIATIONS			
1. A variation (alternative) from the stormwater rule provisions has been implemented.	Y or N		
2. The variation provides equal or better stormwater control and equal or better protection of surface waters.	Y or N		
E. COMPLIANCE WITH OTHER REGULATORY PROGRAMS has been met.	Y or N		
F. SIZING -the volume of the SCM takes the runoff from all surfaces into account and is sufficient to handle the required storm depth.	Y or N		
G. CONTAMINATED SOILS – infiltrating SCM's are not located in or on areas with contaminated soils.	Y or N		
H. SIDE SLOPES			
1. Vegetated side slopes are no steeper than 3H:1V.	Y or N		
2. Side slopes include retaining walls, gabion walls, or other surfaces that are steeper than 3H:1V.	Y or N		
3. Vegetated side slopes are steeper than 3H:1V (provide supporting documents for soils and vegetation).	Y or N		
I. EROSION PROTECTION			
1. The inlets do not cause erosion in the SCM.	Y or N		
2. The outlet does not cause erosion downslope of the discharge point during the peak flow from the 10 year storm.	Y or N		
J. EXCESS FLOWS – An overflow / bypass has been provided.	Y or N		
K. DEWATERING – A method to drawdown standing water has been provided to facilitate maintenance and inspection.	Y or N		
L. CLEANOUT AFTER CONSTRUCTION – the SCM has been cleaned out and converted to its approved design state.	Y or N		
M. MAINTENANCE ACCESS			
1. The SCM is accessible for maintenance and repair.	Y or N		
2. The access does not include lateral or incline slopes >3:1.	Y or N		
N. DESIGNER QUALIFICATIONS (FAST-TRACK PERMIT) – The designer is licensed under Chapters 89A, 89C, 89E, or 89F of the General Statutes.	Y or N		

Provide an explanation for every MDC that was not met, and for every item marked "N/A" or "N/E", below. Attach additional pages as needed:

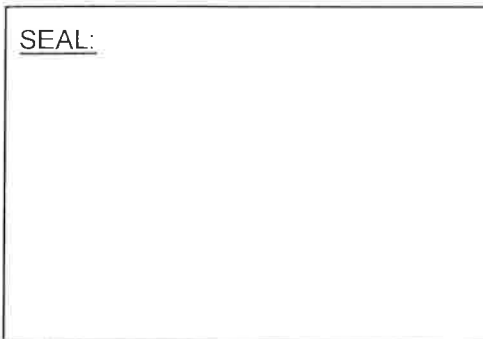
AS-BUILT DESIGNER'S CERTIFICATION FOR LOW DENSITY PROJECTS

I hereby state that I am a licensed professional and I certify by my signature and seal below, that I have observed the construction of the project named above to the best of my abilities with all due care and diligence, and that the project meets all of the MDC found in 15A NCAC 02H.1003, in accordance with the permit documents, plans and specifications on file with or provided to the Division, except as noted on the "AS-BUILT" drawings, such that the intent of the stormwater rules and the general statutes has been preserved.

- Check here if this is a partial certification. Section or phase _____
- Check here if this is part of a Fast-Track As-Built Package Submittal per 15A NCAC 02H .1044(3).
- Check here if the Designer did not observe the construction but is certifying the project.
- Check here if pictures of the project are provided.

Printed Name _____ Signature _____

NC Registration Number _____ Date _____



Consultant's Mailing Address:

City: _____ State: _____ Zip: _____
Phone: (____) _____
Consultant's Email address:

- ① Circle N if the as-built value differs from the Plan/permit. If N is circled, provide an explanation on page 3.
- ② N/E = Not Evaluated (provide explanation on page 2). ③N/A = Not Applicable to this project/plan.

Consultant's Certification (MDC 15A NCAC 02H .1003)			
Project Density and Built-Upon Area	①As-built	②N/E	③N/A
1. The project has areas of high density based on natural drainage area boundaries, variations in land use or construction phasing.	Y or N		
2. The project's built-upon area does not exceed the maximum limit specified in the permit.	Y or N		
Dispersed Flow	①As-built	②N/E	③N/A
1. The project maximizes dispersed flow through vegetated areas and minimizes channelized flow.	Y or N		
Vegetated Conveyances	①As-built	②N/E	③N/A
1. Stormwater that is not released as dispersed flow is transported by vegetated conveyances.	Y or N		
2. The project has a minimal amount of non-vegetated conveyances to reduce erosion.	Y or N		
3. Other than minimal piping under driveways and roads, no piping has been added beyond what is shown on the approved plans.	Y or N		
4. Side slopes are no steeper than 3H:1V.	Y or N		
5. The conveyance does not erode in response to the peak flow from the 10-year storm.	Y or N		
Curb outlet systems (if applicable)	①As-built	②N/E	③N/A
1. The swale or vegetated area can carry the peak flow from the 10-year storm at a non-erosive velocity.	Y or N		
2. The longitudinal slope of the swale or vegetated areas does not exceed 5%.	Y or N		
3. The swale has a trapezoidal cross-section and a minimum bottom width of two feet.	Y or N		
4. The minimum length of the swale or vegetated area is 100 feet.	Y or N		
5. Side slopes are no steeper than 3H:1V.	Y or N		

6. The project utilizes treatment swales designed per Section .1061 in lieu of the curb outlet system requirements.	Y or N		
Vegetated Setbacks (if applicable)	①As-built	②N/E	③N/A
1. The width of the vegetated setback is at least 50'.	Y or N		
2. The width of the vegetated setback has been measured from the normal pool of impounded waters, the MHW line of tidal waters, or the top of bank of each side of rivers or streams.	Y or N		
3. The vegetated setback is maintained in grass or other vegetation.	Y or N		
4. BUA that meets the requirements of NCGS 143-214.7(b2)(2) is located in the setback.	Y or N		
5. BUA that does NOT meet the requirements of NCGS 143-214.7(b2)(2) is located within the setback and is limited to: <ul style="list-style-type: none"> Publicly-funded linear projects (road, greenway, or sidewalk) Water dependent structures Minimal footprint uses such as poles, signs, utility appurtenances, and security lights. 	Y or N		
6. The amount of BUA within the setback is minimized, and channeling of the runoff from the BUA has been avoided.	Y or N		
7. Stormwater is not discharged (via swale or pipe) through a vegetated setback. Stormwater is released at the edge of the setback and allowed to flow through the setback as dispersed flow.	Y or N		
Outlets	①As-built	②N/E	③N/A
1. Stormwater outlets do not cause erosion downslope of the discharge point during the peak flow from the 10-year storm.	Y or N		
Variations	①As-built	②N/E	③N/A
1. The project has variations from the MDC that were not previously approved. (Modification may be required.)	Y or N		
Deed restrictions (if applicable)	①As-built	②N/E	③N/A
1. Deed restrictions are recorded and ensure that the project and the BUA will be maintained in perpetuity consistent with the permit, approved plans, and specifications.	Y or N		
For Subdivisions Only (Residential or Commercial)	①As-built	②N/E	③N/A
1. The number of platted lots is consistent with the approved plans.	Y or N		
2. The project area is consistent with the approved plans.	Y or N		
3. The layout of the lots and streets is consistent with the approved plan.	Y or N		
4. The width / radius of streets, paved accesses, cul-de-sacs and sidewalks is consistent with the approved plan.	Y or N		
5. No piping, other than those minimum amounts needed under a driveway or under a road, has been added.	Y or N		
6. The lot grading, road grading, vegetated conveyances, piping, inverts, and elevations are consistent with the approved plans.	Y or N		

Provide an explanation below for every MDC that was not met, and for every item marked "N/A" or "N/E." Attach additional pages as needed.

Attachment C - Permitting History
 Robert Strange Park Recreation Facility
 Permit No. SW8 980336

Approval Date	Permit Action	BIMS Version	Description of the Changes	Modified Plan Sheets	Project / Drainage Area (sf)	Built-Upon Area (BUA), sf								Total	Percent BUA
						Buildings/Lots	Streets	Parking	Sidewalks	Other	Existing	Off-site	Future		
5/28/1998	Original Approval	1.0	This site is being developed under the low density criteria. The stormwater will sheetflow from the proposed impervious onto the grass areas and into the grassed swales. The existing swales will tie into the city's existing drainage system.	Plan set is in the file	829,053	26,293	17,950	48,300	6,000	52,000	119,300			269,843	32.5%
6/29/2023	Major Modification	1.1	Runoff will be directed to grassed swales to provide equal or better treatment than the existing site provides.	Plan set is in the file	817,733	10,875	2,615	3,125			199,983			245,320	30.0%

DEMLR USE ONLY		
Date Received	Fee Paid	Permit Number
12/20/22	# 17763 \$505.00	SW8 980336
Applicable Rules: <input type="checkbox"/> Coastal SW - 1995 <input type="checkbox"/> Coastal SW - 2008 <input type="checkbox"/> Ph II - Post Construction (select all that apply) <input type="checkbox"/> Non-Coastal SW- HQW/ORW Waters <input type="checkbox"/> Universal Stormwater Management Plan <input type="checkbox"/> Other WQ Mgmt Plan: _____		

State of North Carolina
Department of Environment and Natural Resources
Division of Energy, Mineral and Land Resources

STORMWATER MANAGEMENT PERMIT APPLICATION FORM

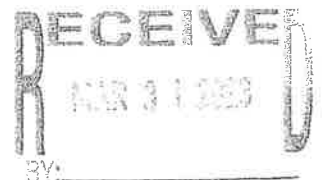
This form may be photocopied for use as an original

I. GENERAL INFORMATION

- Project Name (subdivision, facility, or establishment name - should be consistent with project name on plans, specifications, letters, operation and maintenance agreements, etc.):
Robert Strange Park Recreation Facility (MLK Center Addition & Renovation)
- Location of Project (street address):
401 S 8th Street
 City: Wilmington County: New Hanover Zip: 28401-5301
- Directions to project (from nearest major intersection):
Beginning at the intersection of Market St. and S. 3rd St., head East on Market St.
Turn right onto S. 8th St.
The project's entrance will be on the left.
- Latitude: 34° 13' 50" N Longitude: 77° 56' 19" W of the main entrance to the project.

II. PERMIT INFORMATION:

- Specify whether project is (check one): New Modification Renewal w/ Modification[†]
[†]Renewals with modifications also requires SWU-102 - Renewal Application Form
- If this application is being submitted as the result of a **modification** to an existing permit, list the existing permit number SW8 980336, its issue date (if known) 05/28/1998, and the status of construction: Not Started Partially Completed* Completed* **provide a designer's certification*
- Specify the type of project (check one):
 Low Density High Density Drains to an Offsite Stormwater System Other
- If this application is being submitted as the result of a **previously returned application** or a **letter from DEMLR requesting a state stormwater management permit application**, list the stormwater project number, if assigned, _____ and the previous name of the project, if different than currently proposed, _____.
- Additional Project Requirements (check applicable blanks; information on required state permits can be obtained by contacting the Customer Service Center at 1-877-623-6748):
 CAMA Major Sedimentation/Erosion Control: 2 ac of Disturbed Area
 NPDES Industrial Stormwater 404/401 Permit: Proposed Impacts _____
- If any of these permits have already been acquired please provide the Project Name, Project/Permit Number, issue date and the type of each permit: _____
- Is the project located within 5 miles of a public airport? No Yes
If yes, see S.L. 2012-200, Part VI: <http://portal.ncdenr.org/web/1r/rules-and-regulations>



III. CONTACT INFORMATION

1. a. Print Applicant / Signing Official's name and title (specifically the developer, property owner, lessee, designated government official, individual, etc. who owns the project):

Applicant/Organization: City of Wilmington

Signing Official & Title: Tony Caudle, Deputy City Manager

b. Contact information for person listed in item 1a above:

Street Address: 102 N 3rd Street

City: Wilmington

State: NC

Zip: 28402

Mailing Address (if applicable): _____

City: _____

State: _____

Zip: _____

Phone: (910) 341-4658

Fax: () _____

Email: tony.caudle@wilmingtonnc.gov

c. Please check the appropriate box. The applicant listed above is:

The property owner (Skip to Contact Information, item 3a)

Lessee* (Attach a copy of the lease agreement and complete Contact Information, item 2a and 2b below)

Purchaser* (Attach a copy of the pending sales agreement and complete Contact Information, item 2a and 2b below)

Developer* (Complete Contact Information, item 2a and 2b below.)

2. a. Print Property Owner's name and title below, if you are the lessee, purchaser or developer. (This is the person who owns the property that the project is located on):

Property Owner/Organization: _____

Signing Official & Title: _____

b. Contact information for person listed in item 2a above:

Street Address: _____

City: _____

State: _____

Zip: _____

Mailing Address (if applicable): _____

City: _____

State: _____

Zip: _____

Phone: () _____

Fax: () _____

Email: _____

3. a. (Optional) Print the name and title of another contact such as the project's construction supervisor or other person who can answer questions about the project:

Other Contact Person/Organization: _____

Signing Official & Title: _____

b. Contact information for person listed in item 3a above:

Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone: () _____

Fax: () _____

Email: _____

4. Local jurisdiction for building permits: _____

Point of Contact: _____

Phone #: () _____

IV. PROJECT INFORMATION

1. In the space provided below, briefly summarize how the stormwater runoff will be treated.

Runoff will be directed to grassed swales to provide equal or better treatment than the existing site provides.

2. a. **If claiming vested rights**, identify the supporting documents provided and the date they were approved:

- Approval of a Site Specific Development Plan or PUD Approval Date: _____
- Valid Building Permit Issued Date: _____
- Other: _____ Date: _____

b. **If claiming vested rights**, identify the regulation(s) the project has been designed in accordance with:

- Coastal SW - 1995
- Ph II - Post Construction

3. Stormwater runoff from this project drains to the Cape Fear River basin.

4. Total Property Area: 18.77 acres

5. Total Coastal Wetlands Area: 0 acres

6. Total Surface Water Area: 0 acres

7. Total Property Area (4) - Total Coastal Wetlands Area (5) - Total Surface Water Area (6) = Total Project Area*: 18.77 acres

* Total project area shall be calculated to exclude the following: the normal pool of impounded structures, the area between the banks of streams and rivers, the area below the Normal High Water (NHW) line or Mean High Water (MHW) line, and coastal wetlands landward from the NHW (or MHW) line. The resultant project area is used to calculate overall percent built upon area (BUA). Non-coastal wetlands landward of the NHW (or MHW) line may be included in the total project area.

8. Project percent of impervious area: (Total Impervious Area / Total Project Area) X 100 = 30 %

9. How many drainage areas does the project have? 1 (For high density, count 1 for each proposed engineered stormwater BMP. For low density and other projects, use 1 for the whole property area)

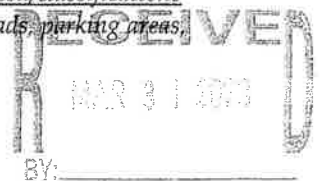
10. Complete the following information for each drainage area identified in Project Information item 9. If there are more than four drainage areas in the project, attach an additional sheet with the information for each area provided in the same format as below.

Basin Information	Drainage Area <u>A</u>	Drainage Area <u> </u>	Drainage Area <u> </u>	Drainage Area <u> </u>
Receiving Stream Name	Northeast Cape Fear River			
Stream Class *	SC; Sw			
Stream Index Number *	18-74-(61)			
Total Drainage Area (sf)	817,733			
On-site Drainage Area (sf)	817,733			
Off-site Drainage Area (sf)	0			
Proposed Impervious Area** (sf)	245,320			
% Impervious Area** (total)	30%			

Impervious** Surface Area	Drainage Area <u>A</u>	Drainage Area <u> </u>	Drainage Area <u> </u>	Drainage Area <u> </u>
On-site Buildings/Lots (sf)	10,875			
On-site Streets (sf)	0			
On-site Parking (sf)	2,615			
On-site Sidewalks (sf)	3,125			
Other on-site (sf)	0			
Future (sf)	28,722			
Off-site (sf)	0			
Existing BUA*** (sf)	199,983			
Total (sf):	245,320			

* Stream Class and Index Number can be determined at: <http://portal.ncdenr.org/web/wq/ps/csu/classifications>

** Impervious area is defined as the built upon area including, but not limited to, buildings, roads, parking areas, sidewalks, gravel areas, etc.



*** Report only that amount of existing BUA that will remain after development. Do not report any existing BUA that is to be removed and which will be replaced by new BUA.

11. How was the off-site impervious area listed above determined? Provide documentation. N/A

Projects in Union County: Contact DEMLR Central Office staff to check if the project is located within a Threatened & Endangered Species watershed that may be subject to more stringent stormwater requirements as per 15A NCAC 02B .0600.

V. SUPPLEMENT AND O&M FORMS

The applicable state stormwater management permit supplement and operation and maintenance (O&M) forms must be submitted for each BMP specified for this project. The latest versions of the forms can be downloaded from <http://portal.ncdenr.org/web/wq/ws/su/bmp-manual>.

VI. SUBMITTAL REQUIREMENTS

Only complete application packages will be accepted and reviewed by the Division of Energy, Mineral and Land Resources (DEMLR). A complete package includes all of the items listed below. A detailed application instruction sheet and BMP checklists are available from http://portal.ncdenr.org/web/wq/ws/su/statesw/forms_docs. The complete application package should be submitted to the appropriate DEMLR Office. (The appropriate office may be found by locating project on the interactive online map at <http://portal.ncdenr.org/web/wq/ws/su/maps>.)

Please **indicate that the following required information have been provided by initialing** in the space provided for each item. All original documents MUST be signed and initialed in blue ink. Download the latest versions for each submitted application package from http://portal.ncdenr.org/web/wq/ws/su/statesw/forms_docs.

- | | Initials |
|--|----------------|
| 1. Original and one copy of the Stormwater Management Permit Application Form. | <u>KAL</u> |
| 2. Original and one copy of the signed and notarized Deed Restrictions & Protective Covenants Form. (if required as per Part VII below) | <u>-</u> |
| 3. Original of the applicable Supplement Form(s) (<u>sealed, signed and dated</u>) and O&M agreement(s) for each BMP. | <u>KAL</u> |
| 4. Permit application processing fee of \$505 payable to NCDENR. (For an Express review, refer to http://www.envhelp.org/pages/onestopexpress.html for information on the Express program and the associated fees. Contact the appropriate regional office Express Permit Coordinator for additional information and to schedule the required application meeting.) | <u>KAL</u> |
| 5. A detailed narrative (one to two pages) describing the stormwater treatment/management | for <u>KAL</u> |
| 6. A USGS map identifying the site location. If the receiving stream is reported as class SA or the receiving stream drains to class SA waters within 1/2 mile of the site boundary, include the 1/2 mile radius on the map. | <u>KAL</u> |
| 7. Sealed, signed and dated calculations (one copy). | <u>KAL</u> |
| 8. Two sets of plans <u>folded to 8.5" x 14"</u> (sealed, signed, & dated), including: | <u>KAL</u> |
| a. Development/Project name. | |
| b. Engineer and firm. | |
| c. Location map with named streets and NCSR numbers. | |
| d. Legend. | |
| e. North arrow. | |
| f. Scale. | |
| g. Revision number and dates. | |
| h. Identify all surface waters on the plans by delineating the normal pool elevation of impounded structures, the banks of streams and rivers, the MHW or NHW line of tidal waters, and any coastal wetlands landward of the MHW or NHW lines. <ul style="list-style-type: none"> • Delineate the vegetated buffer landward from the normal pool elevation of impounded structures, the banks of streams or rivers, and the MHW (or NHW) of tidal waters. | |
| i. Dimensioned property/project boundary with bearings & distances. | |
| j. Site Layout with all BUA identified and dimensioned. | |
| k. Existing contours, proposed contours, spot elevations, finished floor elevations. | |
| l. Details of roads, drainage features, collection systems, and stormwater control measures. | |
| m. Wetlands delineated, or a note on the plans that none exist. (Must be delineated by a qualified person. Provide documentation of qualifications and identify the person who made the determination on the plans. | |
| n. Existing drainage (including off-site), drainage easements, pipe sizes, runoff calculations. | |
| o. Drainage areas delineated (included in the main set of plans, not as a separate document). | |

- p. Vegetated buffers (where required).
- 9. Copy of any applicable soils report with the associated SHWT elevations (Please identify elevations in addition to depths) as well as a map of the boring locations with the existing elevations and boring logs. Include an 8.5"x11" copy of the NRCS County Soils map with the project area clearly delineated. For projects with infiltration BMPs, the report should also include the soil type, expected infiltration rate, and the method of determining the infiltration rate. **(Infiltration Devices submitted to WiRO: Schedule a site visit for DEMLR to verify the SHWT prior to submittal, (910) 796-7378.)** KAL
- 10. A copy of the most current property deed. Deed book: 353 _____ Page No: 139-140 KAL
- 11. For corporations and limited liability corporations (LLC): Provide documentation from the NC Secretary of State or other official documentation, which supports the titles and positions held by the persons listed in Contact Information, item 1a, 2a, and/or 3a per 15A NCAC 2H.1003(e). The corporation or LLC must be listed as an active corporation in good standing with the NC Secretary of State, otherwise the application will be returned.
<http://www.secretary.state.nc.us/Corporations/CSearch.aspx>

VII. DEED RESTRICTIONS AND PROTECTIVE COVENANTS

For all subdivisions, outparcels, and future development, the appropriate property restrictions and protective covenants are required to be recorded prior to the sale of any lot. If lot sizes vary significantly or the proposed BUA allocations vary, a table listing each lot number, lot size, and the allowable built-upon area must be provided as an attachment to the completed and notarized deed restriction form. The appropriate deed restrictions and protective covenants forms can be downloaded from http://portal.ncdenr.org/web/lr/state-stormwater-forms_docs. Download the latest versions for each submittal.

In the instances where the applicant is different than the property owner, it is the responsibility of the property owner to sign the deed restrictions and protective covenants form while the applicant is responsible for ensuring that the deed restrictions are recorded.

By the notarized signature(s) below, the permit holder(s) certify that the recorded property restrictions and protective covenants for this project, if required, shall include all the items required in the permit and listed on the forms available on the website, that the covenants will be binding on all parties and persons claiming under them, that they will run with the land, that the required covenants cannot be changed or deleted without concurrence from the NC DEMLR, and that they will be recorded prior to the sale of any lot.

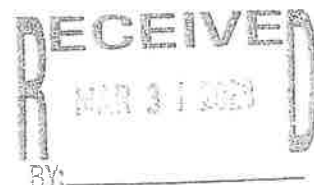
VIII. CONSULTANT INFORMATION AND AUTHORIZATION

Applicant: Complete this section if you wish to designate authority to another individual and/or firm (such as a consulting engineer and/or firm) so that they may provide information on your behalf for this project (such as addressing requests for additional information).

Consulting Engineer: Kenneth Loring, PE
 Consulting Firm: CLH Design, PA
 Mailing Address: 400 Regency Forest Drive, Ste. 120
 City: Cary State: NC Zip: 27518
 Phone: (919) 319-6716 Fax: ()
 Email: KLoring@CLHDesignPA.com

IX. PROPERTY OWNER AUTHORIZATION (if Contact Information, item 2 has been filled out, complete this section)

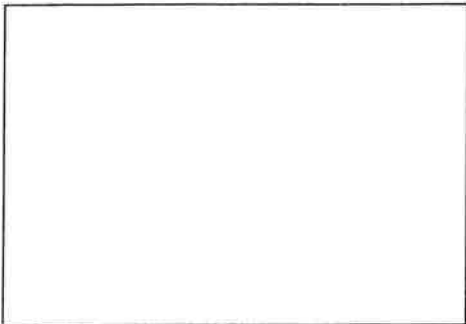
I, (print or type name of person listed in Contact Information, item 2a) _____, certify that I own the property identified in this permit application, and thus give permission to (print or type name of person listed in Contact Information, item 1a) _____ with (print or type name of organization listed in Contact Information, item 1a) _____ to develop the project as currently proposed. A copy of the lease agreement or pending property sales contract has been provided with the submittal, which indicates the party responsible for the operation and maintenance of the stormwater system.



As the legal property owner I acknowledge, understand, and agree by my signature below, that if my designated agent (entity listed in Contact Information, item 1) dissolves their company and/or cancels or defaults on their lease agreement, or pending sale, responsibility for compliance with the DEMLR Stormwater permit reverts back to me, the property owner. As the property owner, it is my responsibility to notify DEMLR immediately and submit a completed Name/Ownership Change Form within 30 days; otherwise I will be operating a stormwater treatment facility without a valid permit. I understand that the operation of a stormwater treatment facility without a valid permit is a violation of NC General Statute 143-215.1 and may result in appropriate enforcement action including the assessment of civil penalties of up to \$25,000 per day, pursuant to NCGS 143-215.6.

Signature: _____ Date: _____

I, _____, a Notary Public for the State of _____, County of _____, do hereby certify that _____ personally appeared before me this ___ day of _____, _____, and acknowledge the due execution of the application for a stormwater permit. Witness my hand and official seal, _____



SEAL

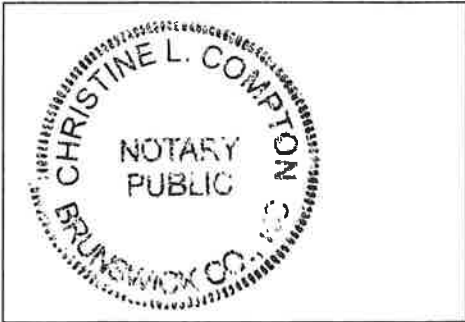
My commission expires _____

X APPLICANT'S CERTIFICATION

I, (print or type name of person listed in Contact Information, item 1a) Tony Caudle certify that the information included on this permit application form is, to the best of my knowledge, correct and that the project will be constructed in conformance with the approved plans, that the required deed restrictions and protective covenants will be recorded, and that the proposed project complies with the requirements of the applicable stormwater rules under 15A NCAC 2H.1000 and any other applicable state stormwater requirements.

Signature: _____ Date: 3/22/23

I, Christine L. Compton, a Notary Public for the State of North Carolina, County of Brunswick, do hereby certify that Anthony N. Caudle personally appeared before me this 22nd day of March, 2023, and acknowledge the due execution of the application for a stormwater permit. Witness my hand and official seal, Christine L. Compton



SEAL

My commission expires June 7, 2024

SUPPLEMENT-EZ COVER PAGE

FORMS LOADED

SWB 980336

PROJECT INFORMATION		
1	Project Name	Robert Strange Park Recreation Facility (MLK Center)
2	Project Area (ac)	18.77
3	Coastal Wetland Area (ac)	0
4	Surface Water Area (ac)	0
5	Is this project High or Low Density?	Low
6	Does this project use an off-site SCM?	No

COMPLIANCE WITH 02H .1003(4)		
7	Width of vegetated setbacks provided (feet)	0
8	Will the vegetated setback remain vegetated?	N/A
9	If BUA is proposed in the setback, does it meet NCAC 02H.1003(4)(c-d)?	N/A
10	Is streambank stabilization proposed on this project?	No

NUMBER AND TYPE OF SCMs:		
11	Infiltration System	0
12	Bioretention Cell	0
13	Wet Pond	0
14	Stormwater Wetland	0
15	Permeable Pavement	0
16	Sand Filter	0
17	Rainwater Harvesting (RWH)	0
18	Green Roof	0
19	Level Spreader-Filter Strip (LS-FS)	0
20	Disconnected Impervious Surface (DIS)	0
21	Treatment Swale	0
22	Dry Pond	0
23	StormFilter	0
24	Silva Cell	0
25	Bayfilter	0
26	Filterra	0

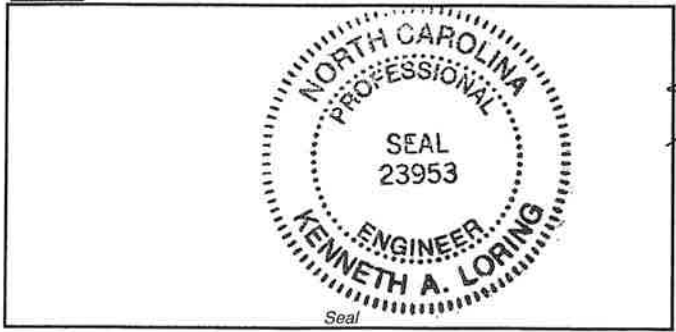
FORMS LOADED

DESIGNER CERTIFICATION		
27	Name and Title:	Kenneth Loring, PE
28	Organization:	CLH design, p.a.
29	Street address:	400 Regency Forest Drive, Ste. 120
30	City, State, Zip:	Cary, NC 27518
31	Phone number(s):	919-319-6716
32	Email:	kloring@clhdesignpa.com

Certification Statement:

I certify, under penalty of law that this Supplement-EZ form and all supporting information were prepared under my direction or supervision; that the information provided in the form is, to the best of my knowledge and belief, true, accurate, and complete; and that the engineering plans, specifications, operation and maintenance agreements and other supporting information are consistent with the information provided here.

Designer



[Handwritten Signature]
Signature of Designer

3-21-23
Date

RECEIVED
MAR 31 2023
BY: _____

DRAINAGE AREAS

1	Is this a high density project?	No
2	If so, number of drainage areas/SCMs	0
3	Does this project have low density areas?	Yes
4	If so, number of low density drainage areas	1
5	Is all/part of this project subject to previous rule versions?	Yes

FORMS LOADED

RECEIVED
 MAR 31 2023
 BY: _____

DRAINAGE AREA INFORMATION		Entire Site	LD 1
4	Type of SCM	N/A	
5	Total BUA from project (sq ft)	245320 sf	245320 sf
6	1995 rules	245320 sf	245320 sf
	SL 2006-246	sf	sf
	2008 rules	sf	sf
	2017 rules	sf	sf
7	New BUA on subdivided lots (subject to permitting) (sq ft)	sf	sf
	1995 rules	sf	sf
	SL 2006-246	sf	sf
	2008 rules	sf	sf
	2017 rules	sf	sf
8	New BUA not on subdivided lots (subject to permitting) (sf)	45337 sf	45337 sf
	1995 rules	45337 sf	45337 sf
	SL 2006-246	sf	sf
	2008 rules	sf	sf
	2017 rules	sf	sf
9	Offsite - total area (sq ft)	sf	sf
	1995 rules	sf	sf
	SL 2006-246	sf	sf
	2008 rules	sf	sf
	2017 rules	sf	sf
10	Offsite BUA (sq ft)	sf	sf
	1995 rules	sf	sf
	SL 2006-246	sf	sf
	2008 rules	sf	sf
	2017 rules	sf	sf
11	Design storm (inches)	N/A	N/A
	1995 rules	N/A	N/A
	SL 2006-246	N/A	N/A

	2008 rules	N/A	N/A
	2017 rules	N/A	N/A
12	Breakdown of new BUA:		
	- Parking (sq ft)	2615 sf	2615 sf
	- Sidewalk (sq ft)	3125 sf	3125 sf
	- Roof (sq ft)	10875 sf	10875 sf
	- Roadway (sq ft)	sf	sf
	- Future (sq ft)	28722 sf	28722 sf
	- Other, please specify in the comment box below (sq ft)	sf	sf
13	New infiltrating permeable pavement on subdivided lots (sq ft)	sf	sf
14	New infiltrating permeable pavement not on subdivided lots (sq ft)	sf	sf
15	Existing BUA that will remain (not subject to permitting) (sq ft)	168740 sf	168740 sf
16	Existing BUA that is already permitted (sq ft)	31243 sf	31243 sf
17	Existing BUA that will be removed (sq ft)	7786 sf	7786 sf
18	Percent BUA	30%	30%
19	Design volume of SCM (cu ft)	N/A	N/A
20	Calculation method for design volume	N/A	N/A

ADDITIONAL INFORMATION

21	Please use this space to provide any additional information about the drainage area(s):

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MAR 31 2023
BY: _____

LOW DENSITY

DESIGN REQUIREMENTS FOR LOW DENSITY PROJECTS FROM 02H .1003		
1	Is project below density thresholds set forth in the applicable stormwater rule?	Yes
2	Does project maximize dispersed flow and minimize channelization of flow?	Yes
3	Has the use of piping been minimized per .1003(2)(c)?	Yes
4	Side slopes of the vegetated conveyances (H:V)	3 sf
5	Maximum velocity in the vegetated conveyances during the 10-year storm?	0.72
6	Are curb outlet swales proposed?	No
7	Maximum longitudinal slope of curb outlet swale(s) (%)	
8	Bottom width of curb outlet swale(s) (feet)	
9	Maximum side slope of curb outlet swale(s) (H:V)	
10	Minimum length of curb outlet swale(s) (feet)	
11	Are treatment swales used instead of curb outlet swales?	
12	Is stormwater released at the edge of the setback as dispersed flow?	N/A
13	Have stormwater outlets been designed to prevent downslope erosion?	Yes
14	Are variations to rule .1003 proposed?	No
ADDITIONAL INFORMATION		
15	Please use this space to provide any additional information about this low density project:	

Swale #	Drainage Area (ac)	BUA (ac)	Pervious area (ac)	C	Q (cfs)	Slope (%)	V _{allow} (fps)	V _{actual} (fps)	Flow depth (ft)
1	0.96	0.43	0.53	0.59	4.10	0.85	4.50	0.43	0.97
2	0.07	0.07	0.00	0.95	0.48	2.50	4.50	0.35	0.34
3	0.07	0.07	0.00	0.95	0.48	1.79	4.50	0.31	0.37
4	0.07	0.07	0.00	0.95	0.48	7.33	4.50	0.49	0.27
5	0.12	0.10	0.02	0.82	0.71	5.01	4.50	0.50	0.35
6	0.11	0.10	0.01	0.89	0.71	9.65	4.50	0.72	0.33
7	0.11	0.10	0.01	0.89	0.71	2.00	4.50	0.40	0.50
8	0.04	0.01	0.03	0.50	0.14	1.00	4.50	0.16	0.18
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 BY: _____

Permit No.

SWB 980336
(to be provided by DWQ)

State of North Carolina
Department of Environment and Natural Resources
Division of Water Quality

STORMWATER MANAGEMENT PERMIT APPLICATION FORM
LOW DENSITY SUPPLEMENT

This form may be photocopied for use as an original

A low density project is one that meets the appropriate criteria for built upon area and transports stormwater runoff primarily through vegetated conveyances. Low density projects should not have a discrete stormwater collection system as defined by 15A NCAC 2H .1002(18). Low density requirements and density factors can be found in 15A NCAC 2H .1005 through .1007.

I. PROJECT INFORMATION (please complete the following information):

Project Name: Robert Strange Park Recreation Facility
 Contact Person: Gary Shell, Supt. of Operations-
Public Services & Facilities Phone Number: (910)341-7855
 Number of Lots: N/A ~~Square Feet Per Lot*~~ 0.72 acres/31,243 SF
 New Impervious Area

II. BUILT UPON AREA

See the Stormwater Management Permit Application Attachment A for specific language that must be recorded in the deed restrictions for all low density projects.

For uniform lot sizes, complete the following calculation in the space provided below where:

- SA Site area - the total project area above Mean High Water. Wetlands may be excluded when the development results in high density pockets.
- DF Density Factor - the appropriate percent built upon area divided by 100.
- RA Road Area-the total impervious surface occupied by roadways.
- OA Other Area - the total area of impervious surfaces such as clubhouses, tennis courts, sidewalks, etc.
- No. Lots is the total number of lots in the subdivision.
- BUA/Lot is the computed allowable built upon area for each lot including driveways and impervious surfaces located between the front lot line and the edge of pavement.

$$\frac{(SA \times DF) - RA - OA}{\text{No. Lots}} = \frac{BUA}{\text{Lot}}$$

Calculation:

Total Project/Basin Area = 19.03 acres / 829,053 SF
 Existing Impervious Area = 2.74 acres / 119,300 SF
 Proposed Impervious Area = 0.72 acres / 31,243 SF

$$\text{Total \% Impervious} = \frac{3.46 \text{ acres}}{19.03 \text{ acres}} \times 100 = 18.18 \%$$

