

ORDINANCE TO AMEND CITY OF MONROE CODE OF ORDINANCES
TITLE XV: LAND USAGE
CHAPTER 159: STORMWATER MANAGEMENT ORDINANCE
CHAPTER 156: FLOODPLAIN REGULATIONS
O-2025-46

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONROE THAT TITLE XV: LAND USAGE OF THE CITY OF MONROE CODE OF ORDINANCES BE AMENDED.

Section 1. Amend **CHAPTER 159: STORMWATER MANAGEMENT ORDINANCE** as follows:

§159.401 GENERAL STANDARDS FOR MAINTENANCE

(A) Function of SCMs As Intended

The *owner* of each *structural SCM* installed pursuant to this Ordinance shall maintain and operate it so as to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the *structural SCM* was designed.

(B) Annual Maintenance Inspection Report

The person responsible for maintenance of any *structural SCM* installed pursuant to this Ordinance shall submit to the Stormwater Administrator an inspection report annually from one of the following persons performing services only in their area of competence: a qualified registered North Carolina professional engineer, surveyor, landscape architect, soil scientist, aquatic biologist, or person certified by the North Carolina State University Cooperative Extension Service for stormwater treatment practice inspection and maintenance. The inspection report shall contain all of the following:

- (1) The name and address of the land *owner*;
- (2) The recorded book and page number of the lot of each *structural SCM*;
- (3) A statement that an inspection was made of all *structural SCMs*;
- (4) The date the inspection was made;
- (5) A statement that all inspected *structural SCMs* are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this Ordinance;

- (6) The original signature and seal of the engineer, surveyor, or landscape architect;
- (7) For Homeowners' or other Property Owner Associations: A financial statement documenting the available funding established in the escrow account for operation and maintenance of the stormwater control and management facilities. See Section 159.402 (B); and
- (8) For Commercial, Public, or other non-Homeowner/Property Owner Association Properties: A financial statement documenting the available funding established for operation and maintenance of the stormwater control

All inspection reports shall be on forms supplied by the Stormwater Administrator. An original inspection report shall be provided to the Stormwater Administrator beginning one year from the date of as-built certification and each year thereafter on or before the date of the as-built certification.

§159.402 OPERATION AND MAINTENANCE AGREEMENT

(A) *In general.*

- (1) Prior to the conveyance or transfer of any lot or building site to be served by a structural SCM pursuant to this Ordinance, and prior to issuance of any permit for development or redevelopment requiring a structural SCM pursuant to this Ordinance, the applicant and owner of the site must execute an operation and maintenance agreement that shall be binding on all subsequent owners of the site, portions of the site, and lots or parcels served by the structural SCM. Until the transference of all property, sites, or lots served by the structural SCM, the original owner or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement.
- (2) The operation and maintenance agreement shall require the owner or owners to maintain, repair and, if necessary, reconstruct the structural SCM, and shall state the terms, conditions, and schedule of maintenance for the structural SCM. In addition, it shall grant to the City of Monroe a right of entry in the event that the Stormwater Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the structural SCM; however, in no case shall the right of entry, of itself, confer an obligation on the City of Monroe to assume responsibility for the structural SCM.

(3) The operation and maintenance agreement must be approved by the Stormwater Administrator prior to plan approval and shall be recorded with the county Register of Deeds. The deed book and page shall be referenced on all plats, including the final plat. A copy of the recorded maintenance agreement shall be given to the Stormwater Administrator within fourteen (14) days following its recordation.

(B) ***Special Requirement for Homeowners' Associations and Other Property Owner Associations***

A required Operation and Maintenance agreement shall include all of the following provisions:

- (1) Acknowledgment that the owner or homeowners' association shall continuously operate and maintain the Stormwater control and management facilities.
- (2) Upon acceptance of the structural SCM, the owner or homeowners' association shall establish and maintain a segregated escrow account held by the owner or homeowners' association to hold funds for the purpose of sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the structural SCMs. The amount of the escrow account shall not exceed ten (10) percent of the structural SCM project's original cost of construction as indicated by a sealed engineer's estimate. The owner or homeowners' association shall have a period of five (5) years from the time the structural SCM is accepted by the City to fully deposit escrow funds in the account, and shall deposit and retain in the account at least two (2%) percent of the project's original cost of construction annually for five years until fully funded. Once fully funded at ten (10%) of the engineer's estimated cost, that amount shall be retained and maintained in the segregated escrow account, and the owner or homeowners' association shall annually provide the City of Monroe verification of the amount held in the escrow account.
- (3) Granting to the City of Monroe a right of entry to inspect, and monitor the SCMs and the right of entry and access for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the structural SCMs upon failure of the owner to take necessary action after notice by the City and a reasonable opportunity to correct.

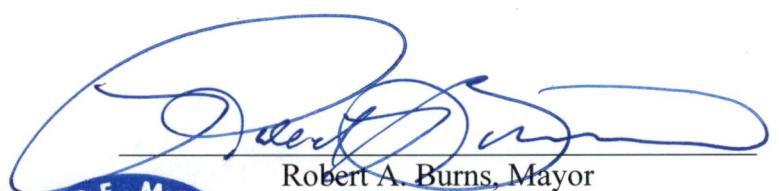
- (4) Allowing the City of Monroe to recover from the escrow account any and all costs the City of Monroe expends to maintain or repair the structural SCMs or to correct any operational deficiencies. Failure to pay the City of Monroe all of its expended costs, after forty-five (45) days' written notice, shall constitute a breach of the agreement. In case of a deficiency, the City of Monroe shall thereafter be entitled to bring an action against the owner or homeowners' association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
- (5) A statement that this agreement shall not obligate the City of Monroe to maintain or repair any structural SCMs, and the City of Monroe shall not be liable to any person for the condition or operation of structural SCMs.
- (6) A statement that this agreement shall not in any way diminish, limit, or restrict the right of the City of Monroe to enforce any of its Ordinances as authorized by law.
- (7) A provision indemnifying and holding harmless the City of Monroe for any costs and injuries arising from or related to the structural SCM, unless the City of Monroe has agreed in writing to assume the maintenance responsibility for the SCM and has accepted dedication of any and all rights necessary to carry out that maintenance.
- (8) A provision that a financial statement shall be provided and included as part of the annual inspection report documenting the available funding established in the escrow account for operation and maintenance of the stormwater control and management facilities.

Section 2. This Ordinance shall be effective upon adoption.

Adopted this 9th day of September, 2025.

Attest:

Bridgette H. Robinson
Bridgette H. Robinson, City Clerk


Robert A. Burns, Mayor

