



Town of
INDIAN TRAIL
north carolina

P.O. Box 2430
Indian Trail, NC 28079
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PLANNING AND DEVELOPMENT DEPARTMENT

MEMO

TO: Mayor and Town Council
FROM: Craig Thomas
Junior Planner
DATE: February 14, 2011
COUNCIL MEETING February 22, 2011
SUBJECT: Cook Out Interim Certificate of Zoning Compliance

Summary

The Town of Indian Trail issued an Interim Certificate of Zoning Compliance on February 26, 2010 for the Cook Out site at 13703 Highway 74. The Interim Certificate was issued to allow the restaurant to begin business operations (Certificate of Occupancy) prior to off-site improvements along Highway 74 being installed.

Discussion

Section 420.030 of the UDO provides the opportunity for a new business to request an Interim Certificate to defer off-site improvements for a period of one year; provided it does not result in a threat to public safety and a 125% security is received. The off-site improvements in this case consist of curb, gutter, and an acceleration lane/widening. NC DOT is in possession of a \$41,000 bond (Attachment 1) to complete the required work along Highway 74. The curb and gutter have been installed. NC DOT has not paved the acceleration yet due to weather constraints. They are waiting until the optimal paving season beginning in the spring and expect the work to be complete by March 31, 2011.

Council Action

Approve time extension for Interim Certificate of Zoning Compliance until 8/31/11.

Attachment 1 – Performance and Indemnity Bond

PERFORMANCE AND INDEMNITY BOND BOND NUMBER SSB402124

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION - HIGHWAY ENCROACHMENT INSTALLATION

MRG CONSTRUCTION, INC.

PRINCIPAL (Second Party to encroachment agreement)

RLI INSURANCE COMPANY

SURETY

\$41,000.00--

AMOUNT OF BOND

DESCRIPTION OF ENCROACHMENT AGREEMENT:

Route or Highway No. NC HWY 74

County UNION COUNTY

Date of Encroachment Agreement JULY 15, 2009

Specific Location of Encroachment: 13703 B HWY 74 INDIAN TRAIL NC 28079

Between NCDOT & MRG CONSTRUCTION, INC.

Type of Encroachment ROAD IMPROVEMENTS
(Water, Sewer, Gas, etc.)

OCTOBER 15, 2009

DATE OF BOND

KNOW ALL MEN BY THESE PRESENTS, That we the PRINCIPAL and SURETY above named, are held and firmly bound unto the Department of Transportation, an agency of the State of North Carolina, hereinafter called the DEPARTMENT, in the amount stated above for the payment for which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain Encroachment Agreement with the DEPARTMENT hereinabove described and incorporated herein by reference;

NOW, THEREFORE, if the PRINCIPAL shall well and truly install the said encroaching facilities on and along the highway in accordance with the "Policies and Procedures for Accommodating Utilities on Highway Rights of Way" and any supplements thereto and in accordance with the other provisions of the said Encroachment Agreement and shall indemnify the DEPARTMENT for the failure to install the encroachments in accordance with the foregoing manual and provisions of the said Encroachment Agreement, then, this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal of Principal)

MRG CONSTRUCTION, INC.

PRINCIPAL (Type Name of Principal)

Attest:

Clerk or Secretary

BY:

Mayor or Pres. Or Vice President
(Delete inappropriate Title)

(Seal of Surety)

RLI INSURANCE COMPANY

(Name of SURETY)

BY:

Attorney-in-Fact MARNI G. CANNATA

NOTE: Attach Power of Attorney and Certificate of Authority of Attorney-in-Fact.

RAW (16) : Party of the Second Part certifies that this agreement is true and accurate copy of the form
RAW (16) incorporating all revisions to date.

FORM RAW 16 (This form to be used only by second party to encroachment agreement)

Revised July 1978