



DATE: July 15, 2014

SUBJECT: Special Use Permit
Off-Premise Signs for a Project in the Mixed Use Neighborhood
Center (MX-NC) District

CASE: SUP-06-14

APPLICANT: White Owl LLC/Rodney Miles

LOCATION: 426 Church St. NE and 91 McGill Ave. /Buffalo Ave. NW
PINs 5621-52-9497 and 50-7269
(Business being advertised is located at 455 Spring St. NW)

EXISTING LAND USE: 426 Church St. NE - Vacant land
91 McGill/Buffalo NW - Commercial

EXISTING ZONING: C-2 General Commercial (both properties)

REPORT PREPARED BY: Kevin E. Ashley, AICP
Planning and Development Manager

BACKGROUND

The applicant proposes to erect two (2) off-premise signs directing vehicular traffic to the White Owl, located at 455 Spring Street, NW. As the Commission recalls, the text amendment creating this item has been discussed at previous meetings. At their July 10 meeting, the City Council voted to approve the amendment, allowing the petitioner to proceed with this application.

The Ordinance allows the erection of the maximum of two signs, which may be no larger than twenty (20) square feet in area. The signs may not be internally illuminated, and must be erected within 2,000 feet of the business being advertised. The business being advertised has to be zoned either one of the Mixed Use (MX) districts, or Planned Unit Development (PUD). The signs may only be erected on non-residentially zoned properties, with the written permission of the property owner. If the ownership of the property changes, the signs are required to be removed in the event that the new owner does not give written permission.

The applicant has submitted written lease agreements from the two property owners, as well as an illustration of the proposed signs and aerial photography indicating the general location of the signs.

Following is a summary of the properties where the proposed signs are to be erected.

426 Church Street North

This property is a vacant parcel located on the southeast corner of Church Street NE and Brookwood Avenue NE. The property is owned by John H. McCrimmon Jr./Olde Concord Development. The applicant has submitted a written lease agreement from the owner consenting lease of the property. The applicant proposes to erect an 18 square foot ground mounted sign in such a manner as to be visible for north and southbound traffic utilizing Church Street. According to City GIS measurements, this parcel is approximately 1,430 feet from the property being advertised. This parcel is zoned C-2 General Commercial. The sign is proposed to be four feet in height.

91 McGill/Buffalo Ave. NW

This property is triangular parcel located at the McGill/Buffalo/Spring Street intersection. This parcel is owned by Virginia L. Anderson and the applicant has submitted a lease agreement from this owner also. The applicant proposes to erect an 18 square foot ground mounted sign near the “point” of the triangle where the two streets intersect. According to GIS measurements, this parcel is approximately 1,592 feet from the White Owl development. This sign is also proposed to be double sided. This parcel is also zoned C-2 General Commercial. The sign is proposed to be four feet in height.

The applicant does not propose illumination for either sign.

Staff has sent official notices to all property owners adjacent to both signs.

APPROVAL CRITERIA

In accordance with CDO Article 6.2, the Commission shall permit only those uses that are part of the special use permit. The following criteria shall be issued by the Commission as the basis for review and approval of the project:

1) The proposed conditional use conforms to the character of the neighborhood, considering the location, type, and height of buildings or structures and the type and extent of landscaping and screening on the site.

The proposed signage, advertising developments zoned either MX or PUD is permissible in nonresidential districts with the issuance of a Special Use Permit. Information provided in the application indicates compliance with the provision of the Ordinance.

2) Adequate measures shall be taken to provide ingress and egress so designed as to minimize traffic hazards and to minimize traffic congestion on the public roads.

The applicant will be required to provide information prior to the installation of the signs that their locations will not encroach into any required sight triangle.

3) The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas.

The proposed signs will not be noxious or offensive.

4) The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

Erection of the proposed signs will not impede the order development or improvement of surrounding properties. This signage does not count toward the signage allowance for the properties on which they are located.

5) The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare.

The proposed signs should not be detrimental to or endanger public health safety, or general welfare.

6) Compliance with any other applicable Sections of this Ordinance.

The proposed project complies with CDO requirements with respect to zoning. If the requested SUP is approved, the applicant must apply for a sign permit and submit information demonstrating compliance with the sight triangle requirements.

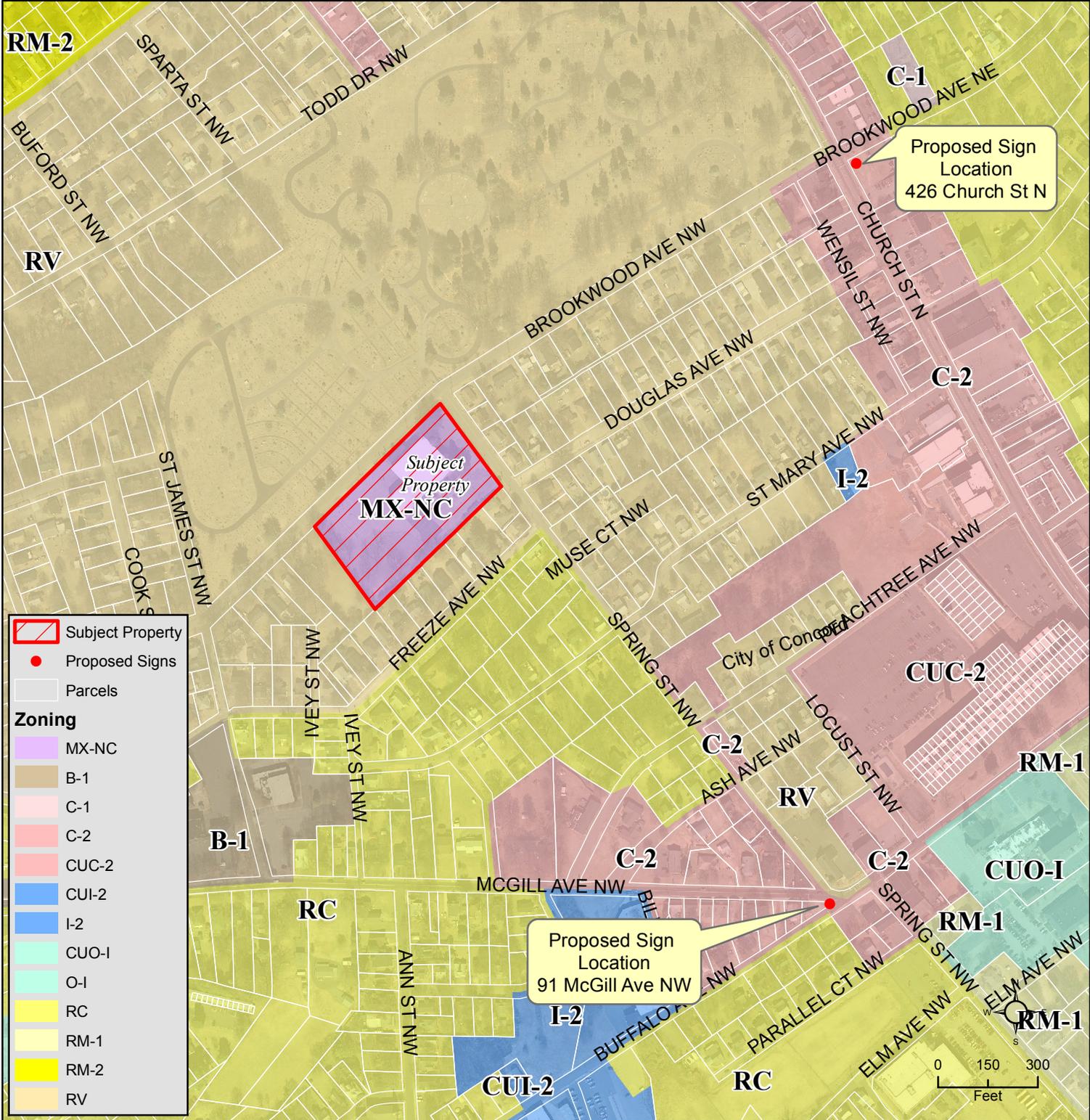
PROPOSED FINDINGS OF FACT

1. The applicant is White Owl LLC/Rodney Miles and the property being advertised is 455 Spring Street, NW.
2. Signs are proposed to be located at 426 Church St. NE and 91 McGill/Buffalo Ave. NW.
3. The property at 426 Church St. NE is owned by John H. McCrimmon Jr., d/b/a Olde Concord Development (DB 3429, PG 33).
4. The property at 91 McGill/Buffalo NW is owned by Virginia L. Anderson (DB 9703, PG 140).
5. The applicant has submitted an illustration of the signs, as well as aerial photos illustrating the general location of the proposed signs.
6. The properties where the signs are proposed are zoned General Commercial (C-2) and the property being advertised is zoned Mixed Use Neighborhood Center (MX-NC).
7. The sign located at 426 Church St. NE is approximately 1,430 feet from the property being advertised and the sign at 91 McGill/Buffalo Ave. is approximately 1,592 feet from the property being advertised.
8. The submitted application and supplemental materials indicate that the proposal meets the minimum requirements of Section 12.4.8 of the Concord Development Ordinance (Off-Premise Ground and Wall-Mounted Directional Signs).

RECOMMENDATION AND SUGGESTED CONDITIONS

If the Commission votes to approve the special use permit, staff recommends the Commission consider adopting of the following conditions:

- 1) Compliance with minimum sight triangle requirements shall be required prior to issuance of sign permits.



Subject Property

Proposed Signs

Parcels

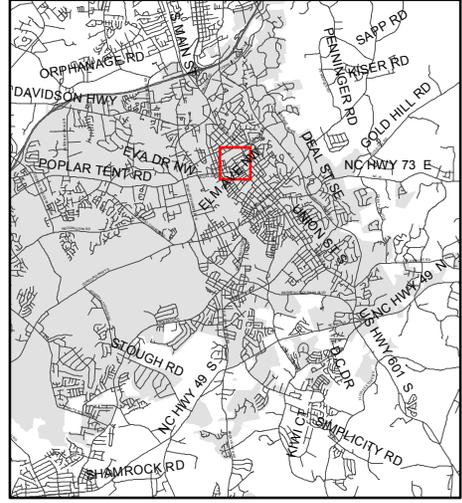
Zoning

- MX-NC
- B-1
- C-1
- C-2
- CUC-2
- CUI-2
- I-2
- CUO-I
- O-I
- RC
- RM-1
- RM-2
- RV

**SUP-06-14
ZONING MAP**

**Off-Premise Signage
for a parcel zoned
Mixed Use
Neighborhood Center
(MX-NC)**

455 Spring St NW
PIN 5621-41-5553



Source: City of Concord
Planning Department

Disclaimer

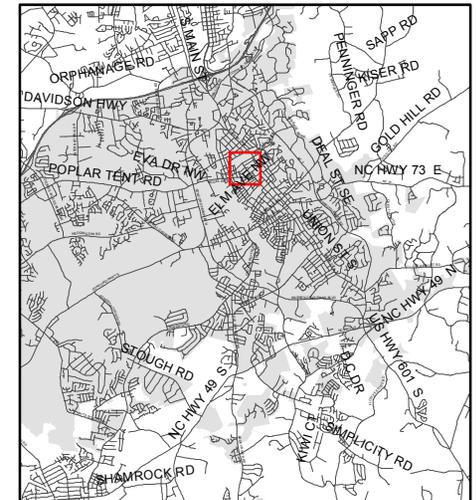
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**SUP-06-14
AERIAL**

**Off-Premise Signage
for a parcel zoned
Mixed Use
Neighborhood Center
(MX-NC)**

455 Spring St NW
PIN 5621-41-5553



Source: City of Concord
Planning Department

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-  Subject Property
-  Proposed Sign Locations
-  Parcels



NORTH CAROLINA

High Performance Living



Application for
Special Use Permit

Date 6-27-14

APPLICANT NAME: White owl LLC COMPANY
NAME Rodney miles

APPLICANT ADDRESS: 455 Spring st NW Concord

CITY: Concord STATE NC ZIP 28025 PHONE NUMBER OF APPLICANT: 704-795-2657

OWNER OF PROPERTY (if different from applicant) TRK Development

(McCrimmon Smith) OWNER ADDRESS: _____ CITY _____ STATE CA ZIP _____

PROJECT ADDRESS (if an address exist): 455 Spring St. (White Owl) A26 Church St. NE + 91 McGill Ave. NW / 91 Buffalo NW

P.I.N.: 521.41.5553, 52.9417, 50.7269

Area of Subject Property (in acres, or square feet): _____

Lot Width: Varies Lot Depth: Varies

Current Zoning Classification: Mix-NC (white owl), C-2 (sign sites)

Existing Land Use: Mix-NC: Mixed Use C-2: Commercial and Vacant

Description of Use Requested: 2 off premise signs

Certification

I hereby acknowledge and say that the information contained herein and herewith is true, and this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the Development Services Department.

Date: 6-27-14 Applicant Signature: Rodney miles

General Requirements

The Concord Development Ordinance (CDO) imposes the following general requirements. Under each requirement, the applicant should explain, with reference to the attached plans (when applicable) how the proposed use satisfies these requirements.

- (a) The Planning and Zoning Commission must find that “the establishment, maintenance, or operation of the proposed use shall not be detrimental to, or endanger, the public health, safety or general welfare.”

- (b) The Planning and Zoning Commission must find that the proposed use “conforms to the character of the neighborhood, considering the location, type, and height of buildings or structures, and the type and extent of landscaping and screening on the site.”

- (c) The Planning and Zoning Commission must find that the proposed use “provides ingress and egress so designed as to minimize traffic hazards and to minimize congestion on the public roads.”

- (d) The Planning and Zoning Commission must find that the proposed use “shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas.”

- (e) The Planning and Zoning Commission must find that “the establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.”

See Attached

Specific Requirements *(see attached)*

The Concord Development Ordinance also imposes SPECIFIC REQUIREMENTS on the proposed use(s) requested by the applicant. The applicant should be prepared to demonstrate that, if the land is used in a manner consistent with the plans, specifications, and other information presented to the Planning and Zoning Commission, the proposed use(s) will comply with specific requirements concerning the following:

- (1) Nature of use(s) (type, number of units, and/or area):

- (2) Accessory uses (if any):

- (3) Setback provisions:

- (4) Height provisions:



(5) Off-street parking and loading provisions:

(6) Sign provisions:

(7) Provisions for screening, landscaping and buffering:

(8) Provisions for vehicular circulation and access to streets:

(9) Adequate and safe design for grades, paved curbs and gutters, drainage systems, and treatment or turf to handle storm water, prevent erosion, and subdue dust:

(10) Adequate, safe and convenient arrangement of pedestrian circulation facilities, roadways, driveways, off-street parking and loading spaces, facilities for waste disposal, and illumination:

(11) An adequate amount, and safe location of, play areas for children and other recreational uses, according to the concentration of residential occupancy:

(12) Fences, walls, or year-round screen planting abutting residential districts, to protect residences from parking lot illumination, headlights, fumes, heat, blowing papers, and dust (to reduce the visual encroachment on privacy and residents):

(13) Open space (including flood hazard area):

(14) Improvements within the common open space:

(15) Parking Areas:

(16) Sidewalks, trails and bikeways:

(17) Lighting and utilities:

(18) Site furnishings:

(19) Adequate fire, police, water and sewer services:



Application for
Special Use Permit

(20) Other requirements as may be requested by the applicant or specified by the City Council for protection of the public health, safety, welfare and convenience:

WHITE OWL OFF-PREMISE SIGNAGE

Our proposal is to install one off-premise sign at 426 Church Street and one at 91 McGill Ave. Each sign will be 18 square feet and will be non-illuminated, in accordance with the Ordinance. Both signs will be in keeping with the neighborhood character as they will be located on commercially zoned property and will be outside required sight triangles. We have secured permission from the landowners to install these signs and we feel they are necessary to provide direction to the White Owl, as some of our customers have difficulty finding the site.

Property Owners – Off Premise Sign Locations

1. 91 McGill/Buffalo Ave. NW

5621-50-7269-0000

ANDERSON VIRGINIA L

213 SPRING ST NW

CONCORD, NC 28025

2. 426 Church St. NE

5621-52-9497-0000

MCCRIMMON JOHN H JR D/B/A

OLDE CONCORD DEVELOPMENT

P O BOX 826

CONCORD, NC 28026



Rodney Miles <whiteowlantiquemail@gmail.com>

Pricing and Needs update

5 messages

Lennie Turner <broomesign@ctc.net>
To: Rodney Miles <whiteowlantiquemail@gmail.com>

Fri, Jun 27, 2014 at 3:40 PM

Rodney,

Updating the pricing and needs list:

(2) 3ft x 6ft PVC sign kits, lettered both sides...\$375/ea

See attached layout below



Top Riders for the above sign...8"x 48" corply with stakes, lettered 2 sides.....\$35/ea

(2) Antique Festival & (2) Yard Sale Saturday

We will provide a series of holes in top of sign frame to allow for inserting the needed riders

(6) 4'x6' banners, s/f black with Owl Fest design.....\$80/ea

(2) 3'x18' banners, s/f white with large red "ANTIQUES"....\$150/ea

(40) 18"x24" corply signs with stake...\$9.15/ea...Owl Fest design with arrows

(300) Bumper Stickers...\$1.85/ea

(6) 18x24 yellow corply signs with stakes....Festival Parking...\$20/ea

(3) 18x24 yellow corply signs with stakes....Vendor Parking...\$20/ea

(1) 18x24 yellow corply signs with stakes....Entrance...\$20/ea

(3) 18x24 yellow corply signs with stakes....Exit...\$20/ea

(1) 3ft x 4ft yellow corply sign....Info Desk...\$75/ea

(1) 3ft x 4ft yellow corply sign....Owl Fest Gear...\$75/ea

Concord, NC



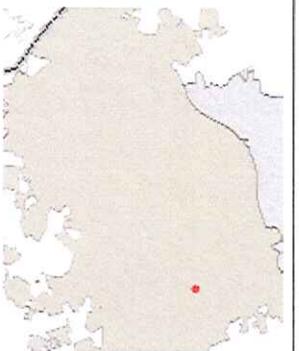
54.2 0 27.08 54.2 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Address Point
- Street Right-of-Way
- Parcels
- Speedways & Race Tracks
- Airports & Airstrips
- Railroad
- Highways
 - Interstate
 - NC Highway
 - US Highway
- Roads
- Lakes & Ponds
- Streams
- Parks
- Zoning Districts
 - RM-1-CD
 - AG
 - CD-AG
 - B-1
 - CUB-1
 - MX-CC2
 - MX-CC1
 - MX-IB
 - MX-NC
 - C-1
 - CUC-1

Notes

White Owl LLC

Property Lease Agreement

This Rental Agreement or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord/Lessor/Agent, Virginia Anderson shall be referred to as "OWNER" and Tenant(s)/Lessee, White Owl LLC, shall be referred to as Tenant. As considered for this agreement, OWNER agrees to rent/lease to TENANT agrees to rent/lease from OWNER, the premises located at 91 Buffalo in the city of Concord, NC 28025.

1. TERMS: Tenant agrees to pay in advance \$100 per month on the 1st day of each month. This agreement shall commence on 8-1-2014 and continue until 8-1-2016 as a leasehold.

8-1-2015
RLW

2. LATE CHARGE: A late fee of \$20, (not to exceed 20% of the monthly rent), shall be added and due for any payment of rent made after the 15th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$15.

3. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate.

4. ASSIGNMENT: Tenant agrees not to transfer, assign or sublet the premises or any part thereof.

5. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or TENANT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

6. ATTORNEY FEES: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

7. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and TENANT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

8. RECEIPT OF AGREEMENT: The undersigned TENANT have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

TENANT'S Signature

White owl LLC [Signature]

Date 7-10-14

OWNER'S Signature

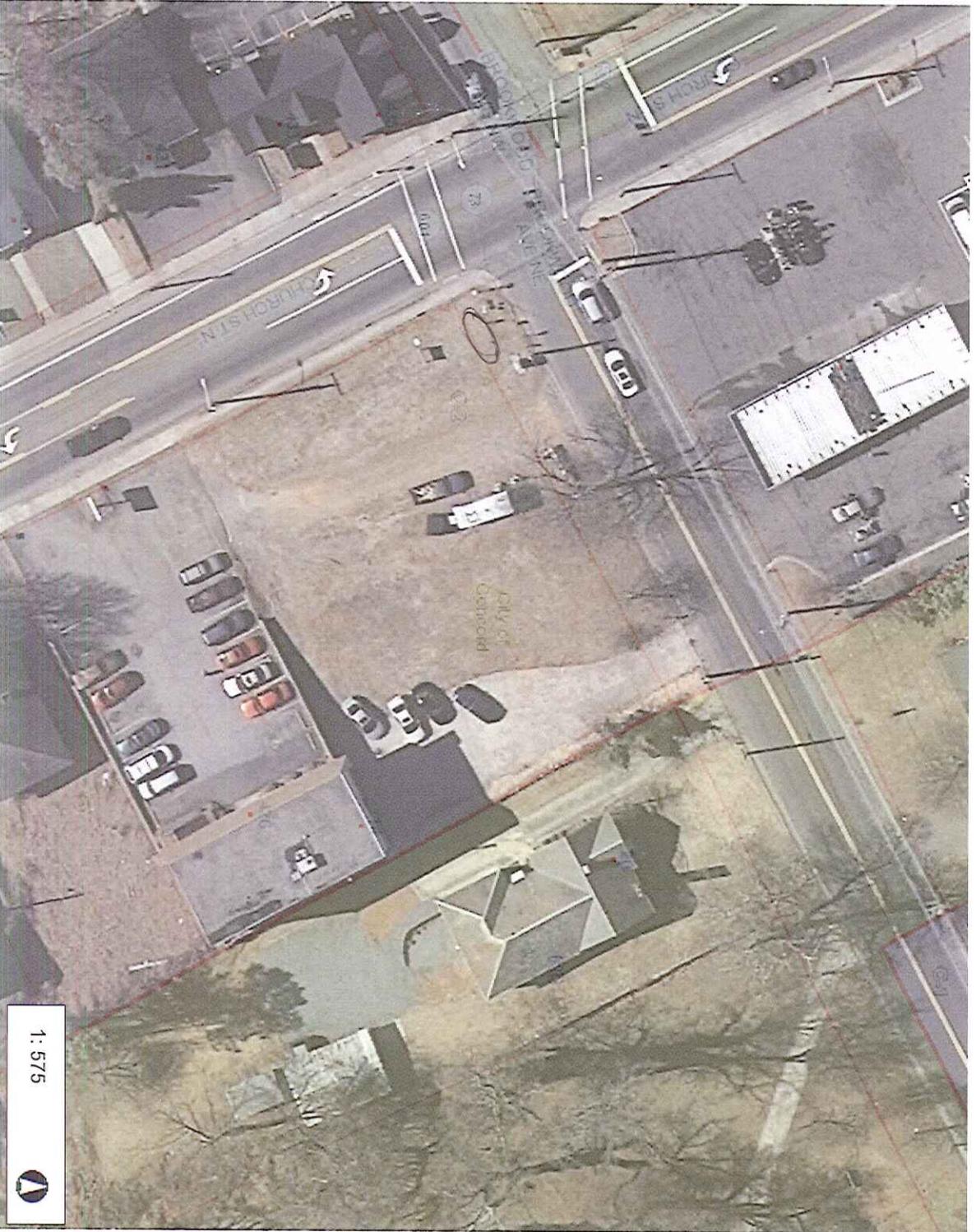
[Signature]

Date 7/10/14

MAIL ck. To:
95 MCGILL AVE NW
CONCORD, NC
28025

704-763-3709

Concord, NC

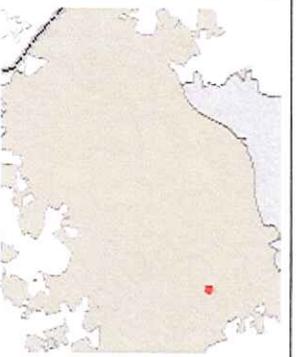


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Legend

- Address Point
- ▭ Street Right-of-Way
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- ▭ Speedways & Race Tracks
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 - ▭ Interstate
 - ▭ NC Highway
 - ▭ US Highway
- Roads
- Lakes & Ponds
- Streams
- Parks
- Zoning Districts
 - ▭ RM-1-OD
 - ▭ AG
 - ▭ CD-AG
 - ▭ B-1
 - ▭ CUB-1
 - ▭ MX-CC2
 - ▭ MX-CC1
 - ▭ MX-IB
 - ▭ MX-NC
 - ▭ C-1
 - ▭ CUC-1

Notes

White Owl LLC

Property Lease Agreement

This Rental Agreement or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord/Lessor/Agent, John McCRIMMON, JR, shall be referred to as "OWNER" and Tenant(s)/Lessee, White Owl LLC, shall be referred to as Tenant. As considered for this agreement, OWNER agrees to rent/lease to TENANT agrees to rent/lease from OWNER, the premises located at 426 Church St (vacant lot) in the city of CONCORD NC 28028.

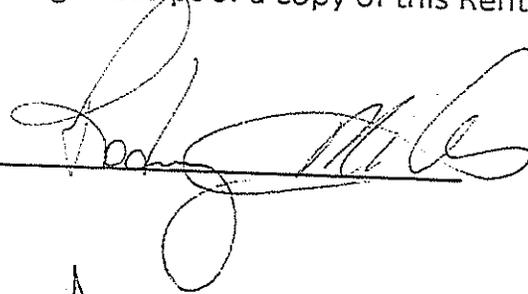
1. TERMS: Tenant agrees to pay in advance \$100 per month on the 1st day of each month. This agreement shall commence on 8-1-2014 and continue until 8-1-2016 as a leasehold.
2. LATE CHARGE: A late fee of \$20, (not to exceed 20% of the monthly rent), shall be added and due for any payment of rent made after the 15th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$15.
3. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate.
4. ASSIGNMENT: Tenant agrees not to transfer, assign or sublet the premises or any part thereof.
5. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or TENANT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
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8. RECEIPT OF AGREEMENT: The undersigned TENANT have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

TENANT'S Signature

White Owl LLC



Date

7/10/14

OWNER'S Signature

John McCrinnan

Date

7/10/14